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**Union**  
Federation of Teachers, AFL-CIO

**Local**  
Local 1520

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<td>Teachers—preschool, kindergarten, elementary, middle, and secondary</td>
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**Bargaining Agency**  
Cincinnati Board of Education

**Agency industrial classification (NAICS):**  
61 (Educational Services)

**BeginYear**  
1997

**EndYear**  
1999

**Source**  
http://www.aft.org/research/models/contracts/teacher/cincinnati/CINCI.DOC

**Original_format**  
MS Word (multipart)

**Notes**

**Contact**

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**Full text contract begins on following page.**
1. Term of Contract

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

2. Contract Implementation

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

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

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

RECOGNITION

1. Sole and Exclusive Bargaining Agent

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

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

2. Rules Governing Recognition Election

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

3. No Recognition of Rival Organizations

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

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.

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.

Chapter meetings shall be announced to the principal not more than five (5) days prior to the date of the meeting. The administration 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.

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 of this Section.

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

e. Fair Share Fee

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

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

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

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

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

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

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, 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.

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. Superintendent/Federation President Meetings
      The Superintendent and the Federation President shall meet bi-weekly before Board
      meetings.
   d. 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.
   e. 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.
   f. 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.
   g. 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.
   h. Posting Notices
      Federation representatives shall have the responsibility for posting and removing Federation
      notices and no other person shall do so.
   i. 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.
   j. 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.
k. **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.

l. **New Employee Information**

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

m. **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.

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.

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.

1. Selection of Schools as Team Based Schools

a. Schedule of Conversion

1997-98

1. The Board and Federation shall immediately upon ratification of this agreement, jointly publicize and promote in all district schools their agreement to create team based schools. Representatives of the parties shall jointly present the plan, as described herein, to any interested school.

2. The EIP shall establish an application process for the 1997-98 school year no later than ten days after ratification. The application process shall include a 2/3 secret ballot vote of the faculty and LSDMC approval.

3. The EIP shall recommend up to eight (8) schools to the Superintendent by April 15, 1997.

4. The Superintendent shall select up to 8 schools from those that applied. An exception may be Gamble which can be converted without application. If fewer than eight schools apply, the parties shall request assistance from parent and community organizations and shall jointly recruit and encourage additional schools to apply.

1998-99

1. The EIP shall repeat the application process and recommend up to twelve (12) additional schools by February 1, 1998.

2. The Superintendent shall select up to 12 schools from those that applied. If more than 12 schools apply, the EIP may recommend a higher number.
3. If fewer than 12 schools apply, the parties shall again request assistance from parent
and community organizations and shall jointly recruit and encourage additional
schools to apply.

1999-2000

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

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

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

b. Conversion Policy

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

c. Taft, Porter, Bloom SBM/SDM

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

d. 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.

e. Evaluation

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

f. Review Committee

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

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. However, teams existing January 1, 1997 need not be altered to comply with this provision and the ILT may approve exceptions under extenuating circumstances.

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) in a team based school 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.

3. Interim ILT’s

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

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

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

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

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

4. Forming Teams

The interim ILT will oversee formation of teams initially. In subsequent years this role shall be filled by the permanent ILT. The ILT will annually determine how many teacher teams will be formed within budget parameters. Teachers will have the opportunity to form 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. 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 have 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.
5. 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. Continuity in student-teacher relationships shall be a primary consideration.

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

b. Assigning Students to Teams

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

6. 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 and contractual requirements. At high schools, graduation requirements and student options will be primary considerations. At magnet schools, staffing must also be consistent with magnet program requirements. At neighborhood schools, staffing must also be consistent with the school's program focus, if any. At schools offering Career Paths programs, staffing must meet the requirements of the programs. Special education teachers and other services to handicapped students shall be provided consistent with special education laws, regulations, funding and with students' IEP's and the school's ASDO, if any.

7. Permanent ILT

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

a. Composition of ILT

In team based schools, the ILT shall include:

- the principal,
- 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
- the Federation Building Representative
- teacher members as follows:

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

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

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

the lead teacher for special education or, if no lead teacher has been selected, but there are more than four special education teachers at the school, an elected representative of special education teachers, and
At team based high schools, the lead teacher serving as subject area leaders of the math, science, English and social studies departments shall also serve on the ILT. Or, if no lead teacher has been selected, teachers in those departments who are not assigned to teams shall elect a representative.

Further, foreign language, vocational/career paths/business, health, building substitute representative(s) shall also be elected by teachers in those subjects who are not assigned to teams, provided there are four or more teachers in the specified group. If not, the ILT shall combine two or more such groups for the purpose of representation. If any such group has selected a lead teacher, s/he shall serve as the ILT representative.

Additional teachers shall be elected by team, level, and/or department, as necessary, to bring teacher membership to 60% on the ILT at any team based school.

8. 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 team based schools, a total of 6 early release days (approximately 1/2 days) will be provided 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.

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

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

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

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

The Board shall allocate to each team based elementary, middle, and junior high school the funds equivalent to the amount now spent to support the number of school social workers allocated to the school using the current formula. Upon recommendation of the ILT and approval by the LSDMC, the school may utilize these funds for any other instructional purpose or another direct service to students.
The ILT must decide annually if it will conduct a faculty vote on its annual budget decisions, including allocations for assistant principals, instructor assistants, clericals, specialists, librarians, and support services. The ILT’s decision on whether to conduct a faculty vote and what margin will be required to approve such budget decisions shall be announced no later that 14 days before the ILT votes to approve the school’s budget. The ILT’s vote on the budget shall be conducted in an open meeting announced 7 days in advance but no later than May 15, 1997 and March 15 of each subsequent year.

10. Budget Allocations for Schools and Teams

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

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

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

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

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

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

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

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’s in Non Team Based School

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

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

At the elementary level:

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

At the middle school:

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

At the high school:

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

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

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

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

c. Operation of ILT
1. **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.

2. **Faculty Approval of ILT Decisions**

At any school which adopts an Instructional Leadership Team as described above, the Teacher Building Committee shall be eliminated. However, faculty approval of the ILT's recommendations, by majority vote unless otherwise indicated, shall be required for the following decisions. These areas are:

- use of instructor assistants serving the school as a whole, under §220.6 and §220.7.d,
- lesson plans under §220.12,
- distribution of instructional supply funds under §240.3,
- 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),
- submission of Ohio Venture Capital proposals (80%),
- approval of ESEA Title I Schoolwide Project (2/3 vote),
- application for Professional Practice School status (2/3 vote),
- Local School Behavior Plan (2/3 vote).

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

3. **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. Where the contract calls for consultation with TBC, the ILT shall substitute. Such subcommittees may include non-ILT members.

4. **ILT Agendas and Minutes**

The principal and a teacher representative, 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.

d. **ILT Training**

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.

The remainder of this section has no force or effect after January 1, 1998.

2. Teacher Building Committee

a. Purpose

A Teacher Building Committee (TBC) shall be established in each school (except those schools utilizing the Instructional Leadership Team (ILT) structures), which shall meet monthly to discuss and to make recommendations with respect to the implementation and interpretation of this contract, educational policies and programs in the building, and other matters relating to terms and conditions of employment.

b. Election

The members of the TBC shall be elected annually in a secret ballot election conducted by the Federation. The number of members shall not exceed nine. Any bargaining unit member may vote for or serve on the TBC. The TBC chairperson shall be elected by secret ballot by the TBC.

c. Agenda

The TBC shall provide an agenda at least twenty-four hours in advance of a scheduled meeting.

d. Meetings

The TBC shall convene at other reasonable times upon request of the principal or the TBC.

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 TBC, except in schools utilizing ILTs. It is understood that the principal may meet with department heads, grade level representatives, or with the entire faculty. Special committees may be established only to deal with topics that are not within the purpose of the TBC as defined in Par. 1, above. The TBC shall appoint the teacher representatives to building level multi-constituency committees.

g. Resource Persons

Either the principal or the TBC may bring to any meeting resource persons whenever necessary. In matters which affect duties of other employees in the building or unit, TBC should request a representative of the affected employees to participate in the deliberations of the TBC on that matter.

h. Local School Decision Making Committee

In each school, the TBC shall appoint the teacher representatives to the Local School Decision Making Committee for the ensuing school year by the end of each school year. If changes occur in the staff over the summer, the TBC shall make additional appointments by the end of the first week of school. If the TBC fails to make appointments by the end of the
dates specified, CFT shall name temporary teacher representatives to the LSDMC until the
TBC appointments are made.

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

i. Parent Organizations

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

j. Special Groups

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

k. Assistance to TBC’s

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

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 Federation and the Board agree that teachers’ residency
within the school district is desirable and, therefore, it is understood that the Board may, in its sole
discretion, establish and enforce policies giving preference to new appointees who either are
residents of the school district or commit themselves to move into the district.

5. Temporary Contract Alteration
A specific provision of this contract may be temporarily suspended or altered only upon the written consent of both parties.
6. District Funding of Schools

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

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

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

7. 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.

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 four career development levels:

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

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

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

Level IV Lead: Lead teachers are selected from the career teacher level 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, level leaders, interdisciplinary team leaders, 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. Lead teachers shall receive stipends above their salary as career teachers. 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.

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

(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. Career in Teaching Panel

A six member Career in Teaching 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 Career in Teaching Panel as the terms of the current members expire. The Panel will oversee the assessment process, credential the lead teachers and recommend additional roles and responsibilities for lead teachers, but will not assign lead teachers to positions. The panel has the authority to make procedural decisions necessary to implement the plan; to interpret and apply provisions of the plan; but not to amend the plan.

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. 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 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 Department of Quality Improvement 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 Director of Quality Improvement.

The Board will provide routine clerical services and supplies through the Quality Improvement 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 Director of Quality Improvement.

In addition, each Council shall have the opportunity to send one elementary delegate and one secondary delegate, one of whom 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 constitute the Interdisciplinary Council; the Director of Quality Improvement 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 Department of Quality Improvement shall designate a liaison to each of the Curriculum Councils for ongoing 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.

5. Professional Practice Schools

The Board and Federation are committed to the implementation of Professional Practice Schools (PPS) in partnership with the University of Cincinnati College of Education. Goals of the program include improving the quality of teacher training and increasing the pool of minority applicants for CPS teaching positions. The PPS Panel shall set the terms of the partnership between CFT, CPS,
and UC, consistent with this contract. The PPS Panel shall establish rules governing changes in assignments and additional assignments for Graduate Student Interns.
Graduate Student Interns

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

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

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

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

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

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

6. 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, effective FY 1995-96.

d. Monitor district and school spending compared to budget, effective 1994-95.

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.

7. Teacher and Staff Development

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

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

b. Time for Training

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

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

2. Renewal of Certificate

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

3. Re-Employment of Limited Contract Teachers

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

4. Contract Renewal

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

5. Continuing Contracts

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

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

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

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

6. Year of Service

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

7. Continuing Contracts for Non-Classroom Teachers

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

8. 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 Personnel Branch of the possibility of their separation in writing prior to July 10, and have notified the Board by August 15 of their separation.

TEACHER EVALUATION

1. Evaluation

a. Orientation

Before teachers are evaluated they shall receive an orientation to the Evaluation process. The evaluator 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 as outstanding, very good, satisfactory, marginal, or unsatisfactory.

c. Standard Evaluation Form

There shall be one (1) standard evaluation 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 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.

e. Demonstration of Teaching Techniques

The evaluator 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. **Less-than-Satisfactory Ratings**

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

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

h. **When Teachers May Be Evaluated**

A teacher may be evaluated:

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

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

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

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 the
Intervention Component of the Peer Assistance and Evaluation Program.

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 is late, the principal can choose
administrative appraisal.

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

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

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

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

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

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

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.

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.

Teacher’s Copies of Reports
Each teacher shall be given a copy of all report forms and supportive documents forthwith, following each observation.
m. Deadlines for Final Written Evaluations

The final written evaluation reports for teachers rated less than satisfactory shall be completed and submitted to the Human Resources Office no later than the 2nd Friday in March. 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. 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.p.(8))

n. 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 the Teacher Evaluation Manual.

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.e, f, or g.

o. Revision of Standards and Criteria

Board and Federation representatives have developed a new teacher evaluation process pursuant to June 27, 1994 and May 7, 1996 agreements between the parties. The new process shall be field tested during the 1996-97 school year as determined by the joint Teacher Evaluation Committee, which shall make final recommendations no later than May 1, 1997. The new process, criteria and instruments shall be implemented for the 1997-98 school year.

In addition, the Board and Federation shall designate representatives no later than October 1, 1997 to work toward the development of a new competency based evaluation and pay plan.

p. Peer Assistance and Evaluation Program

The Board and the Federation established a Peer Assistance and Evaluation Program to improve the quality of teaching in the Cincinnati Public Schools. PAEP has two components: (a) Internships 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.

(1) Life of Program

The Peer Assistance and Evaluation Program (PAEP) shall continue from year to year unless either the Board or Federation gives notice to the other party by June 1 of its intention to terminate the program effective the following school year.
[2] 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.

(3) 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.

(4) Caseload for Consulting Teachers

Caseload of full-time consulting teachers shall be limited to 14. Each second year
intern and intervention teacher will count as 1.5 in their caseload.

(5) Term for Consulting Teachers

Consulting teachers shall serve in the position for a maximum of 2 years.

(6) Applicants for Consulting Teachers

Applicants for consulting teacher 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.

(7) Stipend

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

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

(8) Mid-Year Dismissal

If an intern teacher is rated less than satisfactory and is continued as an intern for the
following school year, s/he may be dismissed, if, based on the December interim
report, the evaluator rates the teacher unsatisfactory and recommends dismissal. 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.
1. Right to a Conference

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

2. Notice and Site of the Conference

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

3. Conference Timing

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

4. Rights under State Law

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

5. Suspension Without Pay

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

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TEACHING ASSIGNMENTS

1. Change in Assignments Defined

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

2. Certification

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

3. Vacancies in Buildings

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

4. Assignment to teams

In team based schools, including middle schools with interdisciplinary academic teams, the ILT will annually determine the number of teams at each level. A teacher who wishes to change teams must submit his/her request in writing to the team leader prior to February 25. A teacher at the school who is not currently assigned to a team may also submit a written request to the team leader to fill a vacancy on the team by February 1. 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 10. 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.

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

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

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

6. Assignment Changes

a. Elementary Schools

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

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

c. Timing for Changes in Assignment

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

7. Teacher Day

a. Length of Work Day

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

b. Preparation Time - Elementary Teachers

Elementary K-6 teachers shall be assigned preparation and/or conference time of 255 minutes per week.

The Federation and Board agree that all elementary students should have regular instruction by art, music, and physical education specialists, except pursuant to ¶145.9. While such instruction is scheduled, the regular classroom teacher shall have a preparation and/or conference period. Effective with the beginning of the 1994-95 school year, every elementary school shall have certificated P.E., art, and music specialists who are non-load bearing. The Board shall assign sufficient specialists so that each K-6 student shall receive instruction from each specialist. While such instruction is scheduled, the regular classroom teacher shall have at least three preparation and/or conference periods. In addition, each elementary teacher shall be assigned at least one additional 30 minute preparation/conference period weekly during the students’ school day.

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

c. Elementary Library Session

Except as provided for in ¶145.2, when 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 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.

d. 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. In schools without an ILT, the TBC shall submit to the principal its priorities as to which non-teaching duties should be assigned to non-teaching staff 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.

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

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

f. Interdisciplinary Teams - Middle Schools

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

g. Daily Schedule - High School Teachers

For high school non-vocational teachers, 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-vocational 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-vocational 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-vocational 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.

h. 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.

i. School Day

The daily schedule shall be determined by the ILT (or principal/TBC agreement).

j. 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.

k. 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.”

l. Art, Music, and P. E. Specialists

No elementary art, music, or physical education specialist shall be assigned to more than two schools (this does not include elementary instrumental music teachers). 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.

m. Pupil Breakfast Programs

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

n. Traveling Teachers

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

Professional Responsibilities

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

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

2. Conferences with other teachers and administrators regarding students.

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

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

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

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

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

5. Committee assignments and student activities which do not require an extensive amount of time beyond the school day shall be distributed equitably by the principal after consultation with the ILT/TBC. Committees shall be consistent with the provisions of §150.1.f and §150.2.f. No teacher shall be required to accept more than two committee assignments functioning at any one time at the building level. No teacher shall be required to 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

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 Session Days** ................................................................. 181

Days in which instruction of students takes place for no less than the minimum requirements of state statutes. 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 for the purpose of preparing for the opening and closing of school.

**Paid Holidays** .............................................................................. 8

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. 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.

IAs 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 an adequate statement of the purpose(s) of the lesson, the activities to be used to achieve the stated purpose, and the means to be used in evaluating whether the purpose 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 TBC and
approved by the principal.

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

1. Professional Meetings

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

2. 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. 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.

3. 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
   s/he 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.

4. 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.
5. **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, 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.


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.

6. **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.

7. **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.

8. **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.

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

9. 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.

10. 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.

11. 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.

12. 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/TBC 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. **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.

18. 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 Labor 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.

19. 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.

TEACHING CONDITIONS

1. Faculty Meeting Decisions

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

2. 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.

3. 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 (or TBC and principal) 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 systemwide.

4. 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 (or TBC and principal) 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.

5. School Budget

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

6. 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.

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

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

8. 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 (or TBC and the principal).
The administration shall be responsible for the efficient operation of the public address system.

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

10. 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.

11. 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
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 Superintendent 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.

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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 surplussed 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 extended for 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

There shall be two distinct transfer periods, Round 1 beginning April 1 and Round 2 beginning June 1. 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

On or before April 1, the Board shall announce throughout the school district vacancies known for the following school year as of March 20. Teachers who submit a request for transfer by April 7 shall be considered for the announced vacancies.
Teachers applying for a transfer shall divide their requests into two priority levels. Teachers may list up to three positions as Priority I choices and up to five positions as Priority II choices.

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

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

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

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

**Round 2**

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

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

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

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

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

c. **Teachers Returning From Leave of Absence**

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

d. **Modification of Dates**

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

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 schoolwide positions, including elementary and middle school art, music and physical education specialists, educational service personnel, librarians and teacher-librarians, the ILT (or TBC) 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 (or TBC) 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 work day 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 work days 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:
Before a teacher is treated as "surplus", voluntary transfer requests from that teacher's building shall be granted if the position is available.

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.

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. Magnet Schools Surplussing

When an entire magnet school is relocated to a new site, all teachers assigned to such magnet schools 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.

If an entire magnet 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.

When new positions are added in a magnet program within a building or in a magnet school, such positions shall be treated as vacancies which shall be filled in accordance with this section.

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

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.

4. Job Sharing

Two properly certificated teachers may, upon written joint request to the Director of Human Resources by March 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 605.3.a.1, 2, or 3. 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 districtwide percentage of African American teachers.

If it is necessary to reconvene 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.

SENIOIRITY

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).

### 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 recall right under Section 5 below shall be
considered as having continual contractual service.

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 systemwide 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, visiting-teachers, examiners 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.

Employees shall be re-employed based upon the criteria specified in Paragraph (2) above. 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 recalled.

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
Section 3319.11 of the Ohio Revised Code.

7. Retraining

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

The following provisions shall apply to such retraining opportunities:
270 Reduction-in-Force Procedures

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 retraining by September 1, 1997, 1998, or 1999.

c. Retraining Agreement

A retraining 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 h(4), 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.

e. 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 deems 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 five (5) 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 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 decision in writing within thirty (30) days after post-hearing briefs have been submitted or within thirty (30) days after the hearing, if no briefs are to be filed.

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

d. Teacher Termination

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

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

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

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

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

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

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

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

g. Alternate Procedure

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

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

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

The panel shall consider the documentary evidence, hear testimony from any witnesses offered by the parties, and 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.
1. **Student Discipline**

   a. **General Agreement**

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

   b. **Administrative Support of Teacher**

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

   c. **Self-Defense**

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

   d. **Teacher Rights**

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

   e. **Procedure**

   (1) Any student removed from class or extracurricular activity by a teacher shall be sent to the building/unit administrator in charge, unless the local school discipline plan specifies another person or place to send disruptive students, with a written statement from the teacher stating reasons for removal.

   (2) If a teacher removes a student exhibiting disruptive behavior from class and requests in writing with reasons stated therefore that the student be "held" until the teacher can discuss the matter with the building/unit administrator (or other person specified by the local school discipline plan) or with the team, the student shall not be readmitted to that teacher's class until the discussion has taken place. This section shall not be abused.

   (3) The suspension, expulsion, or removal of students shall be made in strict compliance with ORC 3313.661 and 3313.66 and Board Policies 5144 and 5113.2. The principal shall immediately notify the police when a criminal offense is committed which endangers the safety of students, staff, or others.

   (4) The Superintendent shall require that each school adopt and follow a local school discipline policy to supplement Board policies. It shall include rules for student conduct, consequences of violating such rules, responsibilities of parents, teachers, administrators, and other staff. It shall address class cutting and truancy, including a plan for prompt communication with parents when students have cut class or are absent without a valid explanation. It shall include pre-suspension options and make use of alternate placement options provided by the Board.

   (5) The local school discipline plan shall be developed by the ILT or by a subcommittee appointed by the ILT that is similarly representative of the ILT composition.
representatives, where appropriate, shall be added. The plan shall be reviewed and
approved annually, with or without revisions. The plan shall be submitted to the entire
faculty for approval by at least a 2/3 vote.

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

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

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

f. Chronically Disruptive Actions

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

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 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 Assault Cases

The Board shall:

1. Provide the teacher with released time for court appearances stemming from his/her
   professional activities.
2. Ensure that the teacher does not lose compensation or accumulated leave.
3. 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.

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. Pupil Adjustment

a. Psychological Testing Referral

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

b. 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.
c. **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.

d. **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.

e. **Student Absence**

The teacher shall have the discretion to deny credit to a student who has failed to meet the course requirements because of excessive absence. In such cases, the teacher shall report a grade of “X”.

f. **Grading and Promotion**

Teachers are responsible for the assignment of grades, the assignment of 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. 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.

g. **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 work day of each quarter, except that fourth quarter grades and reports may be due at the end of fourth quarter Records Day.

h. **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.
i. 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.

j. 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 15 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.

STAFFING

1. Teacher/Pupil Ratio

The Board will establish a systemwide 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 in October of each school year.

2. Class Size Limits

The following class size limits shall be established:

<table>
<thead>
<tr>
<th>Non-Team Based Schools</th>
<th>Team Based Schools</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Academic Classes in Grades K-3</td>
<td>Primary</td>
<td>28</td>
</tr>
<tr>
<td>Non-Academic Classes in Grades K-3</td>
<td>Primary</td>
<td>32</td>
</tr>
<tr>
<td>Academic Classes in Grades 4-12</td>
<td>Intermediate, Middle, High</td>
<td>30</td>
</tr>
<tr>
<td>Non-Academic Classes in Grades 4-12</td>
<td>Intermediate, Middle, High</td>
<td>34</td>
</tr>
</tbody>
</table>

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

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 primary teacher shall be assigned more than 2 students above the limit. Teachers in grades K-3 who are assigned 1 to 2 students above the limit shall be assigned an instructor assistant.

No teacher in grades 4-12 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 above the limit shall receive an overload payment of $130 per student per instructional hour per year at the conclusion of the school year.

a. At a class size of 31 to 32 (academic) or 35 to 36 (non-academic), a teacher overload payment of $130 per student per instructional hour per year shall be paid the teachers at the conclusion of the school year.

b. For a teacher to qualify for overload payment in sub-paragraphs (c) and (d) below, the class size of 31 to 32 (academic) or 35 to 36 (non-academic) shall have been met for at least one-half of a quarter.
c. The overload payment of $130 in grades 4-6, including art, music and physical education teachers, is calculated for each student beginning with 31 (academic) or 35 (non-academic). If the teacher has the student less than five and one-quarter hours per day, the $130 rate per student is pro-rated.

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

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

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.

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

3. Enforcement Procedures

Enforcement procedures for class size limits shall be as follows:

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

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

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

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

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

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

(b) the committee shall be deemed to have approved any remaining variations from the class size limits above.
The Board shall not be obligated to provide more than $111,280 in overload payments annually ($115,560 effective the 1999-2000 school year).

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 a ratio of 48/1000 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.

4. Funding to Reduce Class Size

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

5. Reserve Pool Allocations to Team Based Schools

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

EDUCATIONAL SUPPORT PERSONNEL (ESP)

1. General Coordination of Support Staff

a. Caseload

Speech pathologists, visiting teachers, 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 visiting teachers 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.

c. Additional Staff

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

2. Speech Pathologists

Speech pathologists shall receive one day released time for every increment of 30 students for the purpose of preparing IEP’s, rounded to the nearest one half day.
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. **Visiting Teachers**

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

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1. **Elementary Teacher-Librarians**

   Each elementary school shall be staffed with a full-time certified teacher-librarian except as provided in ¶145.9. 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.

2. **Special Education**

   a. **Special Education Curriculum Council**

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

   b. **Class Size**

   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). Students may be reassigned within a building as specified through the school’s or unit’s ASDO. Currently, ODE limits are:

<table>
<thead>
<tr>
<th>Enrollment Limit</th>
<th>Instructional Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>MH (K-12)</td>
<td>8</td>
</tr>
<tr>
<td>HH (K-12)</td>
<td>10</td>
</tr>
<tr>
<td>VH (K-12)</td>
<td>10</td>
</tr>
<tr>
<td>OOH (K-12)</td>
<td>10</td>
</tr>
<tr>
<td>SBH (K-12)</td>
<td>12</td>
</tr>
<tr>
<td>DH (K-8)</td>
<td>16</td>
</tr>
<tr>
<td>DH (9-12)</td>
<td>24</td>
</tr>
<tr>
<td>SLD (K-12)</td>
<td>16</td>
</tr>
</tbody>
</table>

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

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

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

c. Placing Students in Classes

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

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

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

d. IEP’s

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

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

e. Case Coordinators

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

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

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

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 Special Education Area 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 handicapped 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 effective 1997-98 school year from a pool of money in an amount to be negotiated by the parties by June 30, 1997.

f. 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.

3. Vocational Education

All vocational 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.

4. Pre-School Teachers

a. Teacher Work Day

The work day 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

New 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:

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

5. Work-Study Coordinators

Work study coordinators shall work 5 days following the close of school. The schedule for such days shall be approved by his/her 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 2 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.
6. **Night School Teachers**

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

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

7. **Summer School Teachers**

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

   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 becomes necessary after the beginning of summer school, summer school teachers shall be released based on certification and seniority, beginning with the least senior, except that career and lead teachers shall receive priority for retention of positions.

   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, 200.1, 215 (1, 2, 3, 5), 240, 260, 300, 400, 500, 800, 810, 820, 900.

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8. **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 non-renewed 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 work day 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. If a substitute teacher is assigned to grade exams, compute quarterly grades, or attendance records for an absent teacher on a records day, 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 below.

g. §220.8.a(1), (2), (3), (4), 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. 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

The Board shall use the two part report developed by the Board and Federation whereby
teachers and substitutes can share information regarding work day(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 §215.1, 2, 3, 5. Adherence to the procedures described in this section are 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
districtwide substitute representatives shall provide recommendations regarding the content
and other arrangements. If offered beyond the work day, 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) Recommendations
4. **Sick Leave**

   a. **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 work days. 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 §700.3.q 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 (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. §230.17.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 for 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 §700.3.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.

In addition to paragraphs 1-8 of this section above, the following provisions of this contract apply to daily rate substitutes: 9100 Term of Contract; 9110 Recognition; 9120 Fair Practices; 9130 Federation Rights; 9140 Personnel Files; 9150 School Leadership; 9160 General Provisions; 9220 Teaching Assignments, Par 7, 9, and 13; 9230 Teacher Absence, Par 1-9; 9240 Teaching Conditions; 9300 Grievance Procedure; 9400 Pupils; 9700 Salaries/Fringe Benefits, Par 3,j and u. 9800 Board Authority; 9810 Amendment; 9820 Legality; 9900 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 work days 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(10,85),(990,866)

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.

S.L.D. TUTORS

1. S.L.D. Tutors

a. Contract Employment and Service Credit

S.L.D. Tutors shall be appointed as regular contract teachers beginning the 1993-94 school year. Thereafter, advancement on salary schedules shall be governed by the same provisions pertaining to other contract teachers, with one year of service credit for each year of service as an S.L.D. tutor. S.L.D. tutors shall receive 6/7 of the Schedule C salary.

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

b. Continuing Contract

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

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

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

e. Working Both Public and Non-Public Schools

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

For employees classified as S.L.D. Tutors, the surplussing procedures in §250.3 shall not apply and such employees shall be surplussed on a systemwide 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 shall control the choice. At the option of the Board, an S.L.D. tutor may be assigned to a vacant teaching position for which the S.L.D. tutor is properly certificated.

f. Workday

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

g. Contract Provisions that Apply

Except as provided above, all other provisions of this Collective Bargaining Agreement apply.

§700 SALARIES AND FRINGE BENEFITS

1. Salary Increases

All salary schedules, except Schedule E, shall be increased by 2.6% effective the first full pay period in January, 1997. All salary schedules, except Schedule E shall be increased by 3% effective the first full pay period in January, 1998. All salary schedules, except Schedule E, shall be increased by 3% effective the first full pay period in January, 1999.

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

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

a. Career Teacher Increment

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

b. Teacher Pay for NTBC 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.

c. **Training Increments**

Effective August 1, 1998, 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.

Eligible courses shall include:
- "core courses" and CUSI courses taken at Mayerson Academy after September 1, 1993,
- courses designated by the EIP following ratification of this agreement as pertinent to district promotion or credit granting standards, student assessments and/or to other district objectives,
- courses determined by a school’s ILT, with faculty approval, as necessary, to implement the school’s approved program focus, magnet program or Title I Project, as provided in §250.2 above.

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

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

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

d. **Incentive Compensation**

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

2. **Salaries**

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.

b. **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) One (1) year of credit for a minimum of six hundred (600) hours of teaching experience within a given school year (September 1 through August 31), up to a maximum of ten (10) years shall be given to teachers formerly on a hourly basis at Stowe and McMillan prior to being placed on Schedule C in December, 1979.

(5) School nurses shall receive credit for each year of school nursing experience up to a maximum of ten (10) years. Effective January 1, 1975, non-degree school nurses with a Four-Year Provisional or higher certificate shall be paid as Class II teachers.

(6) 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.

(7) 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 work day) shall receive experience credit on a pro rata basis.

c. 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.

Effective with salary increments payable after the 1996-97 school year, teachers newly qualifying 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.

d. **Salary Classification**

Teachers shall be placed on the appropriate salary schedule by the Superintendent based
upon the experience and preparation of the teacher. (See salary schedule in Appendix A).
e. **Term of Service**

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

f. **Pay Plans**

Twenty-six (26) checks delivered every other Friday year-round, beginning with the third Friday of the school year, each for a uniform amount; or

Twenty-one (21) checks delivered every other Friday from the opening of school through the end of school, beginning with the third Friday of the school year, each for a uniform amount; or

Twelve (12) checks delivered on the first day of each month, each for a uniform amount except that when the first is a non-business day, it shall be delivered the previous business day. However, the January 1 check shall be due on the first business day of January.

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

Teachers assigned to auxiliary services and S.L.D. Tutors shall choose from the following pay plans:

1. Nineteen (19) checks delivered every other Friday during the school year for the salary earned during the previous pay period, or

2. Nineteen (19) checks delivered on a delayed basis from the opening of school through August, each check for the salary earned during a previous pay period.

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.

g. **Delivery of Night Schools Paychecks**

Certificated night school teachers who are also day school classroom teachers on an annual rate shall have their night school paychecks delivered to them at their day schools.

h. **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.

i. **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.

j. **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.
k. 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.

3. Medical, Prescription and Dental Coverage

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

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

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

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

a. Medical and Prescription Plans

Effective May 1, 1995, teachers 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 Choice Care’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 teacher, the Board will purchase or provide a single, two person or family coverage for any teacher 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 teacher’s paychecks.

For teachers 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, less the dollar amount shown on the monthly employee contribution schedule below, which shall be periodically deducted from the teacher’s paychecks.

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

c. Dental Plans

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

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

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

<table>
<thead>
<tr>
<th>Coverage</th>
<th>New Health</th>
<th>Co-Choice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Coverage</td>
<td>$0.00</td>
<td>$20.00</td>
</tr>
<tr>
<td>Two Person Coverage</td>
<td>0.00</td>
<td>27.50</td>
</tr>
<tr>
<td>Family Coverage</td>
<td>0.00</td>
<td>37.50</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Coverage</th>
<th>New Health</th>
<th>Co-Choice</th>
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</thead>
<tbody>
<tr>
<td>Single Coverage</td>
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<td>$10.00</td>
</tr>
<tr>
<td>Two Person Coverage</td>
<td>0.00</td>
<td>17.50</td>
</tr>
<tr>
<td>Family Coverage</td>
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<td>25.00</td>
</tr>
</tbody>
</table>

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

e. 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 May 1, 1995;
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.

f. Eligibility for Coverage

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 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.

g. 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 coverages 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.
h. **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 is both employed by the Board on such date and is eligible for family coverage under the Board’s regular medical expense plan. 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. However, employees may not be reimbursed from the medical reimbursement bank for the monthly employee contribution to medical, prescription and dental coverage which is 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.

i. **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.

j. **Employee Benefits Committee**

(1) **Composition**

The Board and 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.

(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 ongoing monitoring of providers’ performance and employee concerns.

k. **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.

l. **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.

m. Tax Sheltered Annuity

Embodying 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.

n. 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

o. Workers’ Compensation System

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

p. State Teachers’ Retirement System (STRS)

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

Current Rates:

<table>
<thead>
<tr>
<th>Teacher Contribution</th>
<th>Board Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>9.25%</td>
<td>14.00%</td>
</tr>
</tbody>
</table>

q. Conversion of Sick Leave at Retirement

Subject to the provisions of Section 124.39 of the Ohio Revised Code, an employee retiring on
or after July 1, 1977, 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. Said payment shall eliminate all sick leave accrued
by the employee.

An employee who notifies the Board officially by March 1 that s/he plans to retire effective at
the end of the school year shall receive an additional 5 days 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.

r. 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.
s. 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.

t. Holidays and Holiday Pay

In explanation of Board policy, any employee absent without pay on either his/her next scheduled work day preceding a holiday or his/her next scheduled work day 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.

u. 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.

v. 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.

(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.

w. Day Care For Employees' Children

Through a cooperative effort by the Board and Federation, a day care center for children of Board employees has been established at Queen City Vocational Center at Taft High School in conjunction with the Vocational Child Care Program. The center will continue to be available to children of all Board employees. Three to eight spots will be reserved for children of community residents who are not employees. It is understood that the day care center must be operated in a manner consistent with state and federal requirements for the Vocational Education programs.
As part of the Vocational Education program, the Board will pay the salaries and benefits of teachers assigned to each Vocational Education unit as well as other costs normally associated with the Vocational Education Child Care Programs. In addition, the Board will allocate $25,000 to the program each school year effective with the 1987-88 school year. Additional funds required because of changes in vocational education offerings shall be provided by the Board.

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.

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.

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.

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, 1999.

Effective this 17th day of March, 1997.

______________________________  ________________________________
Tom Mooney, President       Lynn Marmer, President
Cincinnati Federation of Teachers Cincinnati Board of Education

______________________________
J. Michael Brandt
Superintendent

______________________________
Richard Gardner
Treasurer

______________________________
Richard Beck, Chairperson
CFT Bargaining Committee

______________________________
John Concannon
General Counsel

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

______________________________
Board Bargaining Team
Rosa Blackwell, Education Center
Jim Gum, Pilot Mini District
Benny Miles, Eastwood
Jack Schroder, Aiken
Kathleen Ware, Education Center
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APPENDIX A: Schedule A.

SALARY SCHEDULES FOR PROFESSIONAL EMPLOYEES
Effective the first full pay period in January, 1997

1 Definitions

a. Teacher

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

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

(1) Class II Schedule

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

(2) Class III Schedule
“Class III Schedule” applies to all teachers who possess 150 semester hours with a Bachelor’s Degree.

(3) Class IV Schedule

“Class IV Schedule” applies to all teachers who possess the Master’s Degree.

(4) Class V Schedule

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

(5) Class VI Schedule

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

c. Conversion of Continuing Education Units on Salary Schedule

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

a. Three CEU’s are equivalent to one graduate semester hour on the salary schedule for certificated employees.

b. CEU’s refer to those Continuing Educational Units (CEU’s) that are approved by the Ohio Department of Education for certificated personnel.

c. Certificated personnel may use CEU’s for credit on the salary schedule A in the following manner:

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

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

Retroactive to the first full pay period in January, 1997

<table>
<thead>
<tr>
<th>Salary Steps</th>
<th>Class II BA Degree</th>
<th>Class III BA + 150</th>
<th>Class IV MA Degree</th>
<th>Class V MA + 30 hrs.</th>
<th>Class VI Doctorate</th>
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<tbody>
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</table>

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

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

** Teachers beginning their first year of teaching shall enter on step 2 of the schedule.

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

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

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

(c) Psychologists Only.

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

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

Effective first pay period after August 1, 1997

<table>
<thead>
<tr>
<th>Class II</th>
<th>Class III</th>
<th>Class IV</th>
<th>Class V</th>
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<tr>
<td>Salary Steps</td>
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</table>

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

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

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

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

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

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

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

Effective first pay period after January 1, 1998

<table>
<thead>
<tr>
<th>Salary Steps</th>
<th>Class II BA Degree</th>
<th>Class III BA + 150</th>
<th>Class IV MA Degree</th>
<th>Class V MA + 30 hrs.</th>
<th>Class VI Doctorate</th>
</tr>
</thead>
<tbody>
<tr>
<td>2**</td>
<td>28445.63</td>
<td>28955.60</td>
<td>31301.08</td>
<td>32993.34</td>
<td>35846.88</td>
</tr>
<tr>
<td>3</td>
<td>30260.13</td>
<td>30770.10</td>
<td>33094.57</td>
<td>34786.83</td>
<td>37642.28</td>
</tr>
<tr>
<td>4</td>
<td>31545.56</td>
<td>32055.53</td>
<td>34664.59</td>
<td>36356.85</td>
<td>39212.30</td>
</tr>
<tr>
<td>5</td>
<td>32850.09</td>
<td>33360.06</td>
<td>35950.02</td>
<td>37642.28</td>
<td>40495.82</td>
</tr>
<tr>
<td>6***</td>
<td>34909.07</td>
<td>35419.04</td>
<td>37764.52</td>
<td>39456.78</td>
<td>42312.23</td>
</tr>
<tr>
<td>7</td>
<td>36459.99</td>
<td>36969.96</td>
<td>39558.01</td>
<td>41250.27</td>
<td>44105.72</td>
</tr>
<tr>
<td>8</td>
<td>38009.00</td>
<td>38518.97</td>
<td>41374.42</td>
<td>43066.68</td>
<td>45920.22</td>
</tr>
<tr>
<td>9</td>
<td>39823.50</td>
<td>40333.47</td>
<td>43452.50</td>
<td>45146.78</td>
<td>48000.21</td>
</tr>
<tr>
<td>10 (a)(b)</td>
<td>41903.49</td>
<td>42413.46</td>
<td>45776.97</td>
<td>47471.14</td>
<td>50324.68</td>
</tr>
<tr>
<td>11</td>
<td>44227.96</td>
<td>44737.93</td>
<td>48366.93</td>
<td>50059.19</td>
<td>52914.64</td>
</tr>
<tr>
<td>12</td>
<td>46796.91</td>
<td>47306.88</td>
<td>51201.37</td>
<td>52893.63</td>
<td>55749.08</td>
</tr>
<tr>
<td>17#</td>
<td>49931.22</td>
<td>50441.19</td>
<td>54335.68</td>
<td>56027.94</td>
<td>58883.39</td>
</tr>
<tr>
<td>22#</td>
<td>51974.92</td>
<td>52484.89</td>
<td>56360.28</td>
<td>58052.54</td>
<td>60906.08</td>
</tr>
<tr>
<td>27#</td>
<td>53520.11</td>
<td>54030.08</td>
<td>57905.47</td>
<td>59597.73</td>
<td>62451.27</td>
</tr>
</tbody>
</table>

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

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

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

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

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

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

Effective first pay period after January 1, 1999

<table>
<thead>
<tr>
<th>Salary Steps</th>
<th>Class II BA Degree</th>
<th>Class III BA + 150</th>
<th>Class IV MA Degree</th>
<th>Class V MA + 30 hrs.</th>
<th>Class VI Doctorate</th>
</tr>
</thead>
<tbody>
<tr>
<td>2**</td>
<td>29299.40</td>
<td>29824.65</td>
<td>32238.89</td>
<td>33982.72</td>
<td>36922.21</td>
</tr>
<tr>
<td>3</td>
<td>31169.29</td>
<td>31692.63</td>
<td>34087.77</td>
<td>35831.60</td>
<td>38771.09</td>
</tr>
<tr>
<td>4</td>
<td>32491.01</td>
<td>33016.26</td>
<td>35705.54</td>
<td>37447.46</td>
<td>40388.86</td>
</tr>
<tr>
<td>5</td>
<td>33835.65</td>
<td>34360.90</td>
<td>37027.26</td>
<td>38771.09</td>
<td>41712.49</td>
</tr>
<tr>
<td>6***</td>
<td>35957.66</td>
<td>36482.91</td>
<td>38897.15</td>
<td>40640.98</td>
<td>43580.47</td>
</tr>
<tr>
<td>7</td>
<td>37552.51</td>
<td>38077.76</td>
<td>40746.03</td>
<td>42487.95</td>
<td>45429.35</td>
</tr>
<tr>
<td>8</td>
<td>39149.27</td>
<td>39674.52</td>
<td>42614.01</td>
<td>44357.84</td>
<td>47297.33</td>
</tr>
<tr>
<td>9</td>
<td>40191.16</td>
<td>41544.41</td>
<td>44757.03</td>
<td>46500.86</td>
<td>49440.35</td>
</tr>
<tr>
<td>10 (a)(b)</td>
<td>43160.27</td>
<td>43685.52</td>
<td>47152.17</td>
<td>48894.09</td>
<td>51835.49</td>
</tr>
<tr>
<td>11</td>
<td>45555.41</td>
<td>46080.66</td>
<td>49818.53</td>
<td>51562.36</td>
<td>54501.85</td>
</tr>
<tr>
<td>12</td>
<td>48200.76</td>
<td>48726.01</td>
<td>52737.01</td>
<td>54480.84</td>
<td>57422.24</td>
</tr>
<tr>
<td>17#</td>
<td>51428.66</td>
<td>51953.91</td>
<td>55964.91</td>
<td>57708.74</td>
<td>60648.23</td>
</tr>
<tr>
<td>22#</td>
<td>53535.39</td>
<td>54060.64</td>
<td>58050.63</td>
<td>59794.46</td>
<td>62733.95</td>
</tr>
<tr>
<td>27#(c)</td>
<td>55126.42</td>
<td>55651.67</td>
<td>59641.66</td>
<td>61385.49</td>
<td>64324.98</td>
</tr>
</tbody>
</table>

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

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### APPENDIX A: Schedule D.

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

Effective the first full pay period in January, 1997

<table>
<thead>
<tr>
<th>POSITION</th>
<th>SALARY*</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>221 Days of Service</strong></td>
<td>T + 30 additional days + A#</td>
</tr>
<tr>
<td>Vocational Coordinating Teacher**</td>
<td>T + 20 additional days + B#</td>
</tr>
<tr>
<td><strong>211 Days of Service</strong></td>
<td>T + 20 additional days</td>
</tr>
<tr>
<td>Vocational Coordinating Teacher**</td>
<td>T + 20 additional days</td>
</tr>
<tr>
<td>Counselor***</td>
<td>T + 20 additional days</td>
</tr>
<tr>
<td>Librarian-Cataloger</td>
<td>T + 20 additional days</td>
</tr>
<tr>
<td><strong>206 Days of Service</strong></td>
<td>T + 15 additional days</td>
</tr>
<tr>
<td>Visiting Teacher</td>
<td>T + 15 additional days</td>
</tr>
<tr>
<td><strong>201 Days of Service</strong></td>
<td>T + 10 additional days</td>
</tr>
<tr>
<td>Librarian</td>
<td>T + 10 additional days</td>
</tr>
<tr>
<td><strong>196 Days of Service</strong></td>
<td>T + 5 additional days</td>
</tr>
<tr>
<td>Elementary Librarian</td>
<td>T + 5 additional days</td>
</tr>
<tr>
<td><strong>191 Days of Service</strong></td>
<td>T + C#</td>
</tr>
<tr>
<td>Vocational Coordinating Teacher</td>
<td>T + C#</td>
</tr>
<tr>
<td>Teacher-in-charge</td>
<td>T + D#</td>
</tr>
</tbody>
</table>

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

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

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

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

<table>
<thead>
<tr>
<th>Amount to be effective the first pay period in the year listed</th>
<th>1997</th>
<th>1998</th>
<th>1999</th>
</tr>
</thead>
<tbody>
<tr>
<td>Note A: Vocational Coordinating Teacher (221 days)</td>
<td>456.05</td>
<td>469.73</td>
<td>483.82</td>
</tr>
<tr>
<td>Note B: Vocational Coordinating Teacher (211 days)</td>
<td>457.06</td>
<td>470.77</td>
<td>484.89</td>
</tr>
<tr>
<td>Note C: Vocational Coordinating Teacher (191 days)</td>
<td>452.92</td>
<td>466.51</td>
<td>480.51</td>
</tr>
<tr>
<td>Note D: Teacher in Charge</td>
<td>748.33</td>
<td>770.78</td>
<td>793.90</td>
</tr>
</tbody>
</table>
APPENDIX A: Schedule E.

SCHEDULE OF EXTRACURRICULAR ACTIVITIES AND AMOUNT PER POSITION
FOR WHICH EMPLOYEES MAY BE COMPENSATED

<table>
<thead>
<tr>
<th>Position</th>
<th>Amount Per Employee</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1997</td>
</tr>
<tr>
<td><strong>Senior High</strong></td>
<td></td>
</tr>
<tr>
<td><strong>ATHLETIC</strong></td>
<td></td>
</tr>
<tr>
<td>Athletic/Artistic Director</td>
<td>4,954.14</td>
</tr>
<tr>
<td>Assistant Athletic Director</td>
<td>2,016.61</td>
</tr>
<tr>
<td>Head Varsity Football Coach</td>
<td>4,400.24</td>
</tr>
<tr>
<td>Assistant Varsity Football Coach</td>
<td>3,297.84</td>
</tr>
<tr>
<td>Reserve Football Coach</td>
<td>2,476.40</td>
</tr>
<tr>
<td>Assistant Reserve Football Coach</td>
<td>2,016.61</td>
</tr>
<tr>
<td>Head Freshman Football Coach</td>
<td>2,487.17</td>
</tr>
<tr>
<td>Assistant Freshman Football Coach</td>
<td>1,613.29</td>
</tr>
<tr>
<td>Varsity Basketball Coach</td>
<td>4,400.24</td>
</tr>
<tr>
<td>Assistant Varsity Basketball Coach</td>
<td>2,016.61</td>
</tr>
<tr>
<td>Reserve Basketball Coach</td>
<td>2,487.17</td>
</tr>
<tr>
<td>Freshman Basketball Coach</td>
<td>2,016.61</td>
</tr>
<tr>
<td>Intramurals Coach</td>
<td>1,344.42</td>
</tr>
<tr>
<td>Varsity Coach: Track; Volleyball; Softball; Baseball; Wrestling; Gymnastics; Swimming; Soccer</td>
<td>2,016.61</td>
</tr>
<tr>
<td>Varsity Coach: Cross Country; Tennis; Golf; Diving; Weight Training</td>
<td>1,344.42</td>
</tr>
<tr>
<td>Assistant Varsity Coach: Track; Volleyball; Softball; Baseball; Wrestling; Gymnastics; Swimming; Soccer; Cross Country; Tennis; Golf</td>
<td>1,008.31</td>
</tr>
<tr>
<td>Reserve Coach: Volleyball; Softball; Baseball; Soccer; Tennis</td>
<td>1,344.42</td>
</tr>
<tr>
<td>Reserve Coach: Tennis</td>
<td>1,008.31</td>
</tr>
<tr>
<td>Freshman Coach: Volleyball; Soccer; Tennis</td>
<td>1,209.97</td>
</tr>
<tr>
<td>Athletic Trainer</td>
<td>1,344.42</td>
</tr>
<tr>
<td>Cheerleader Coach</td>
<td>1,209.97</td>
</tr>
<tr>
<td>Reserve Cheerleader Coach</td>
<td>1,008.31</td>
</tr>
<tr>
<td><strong>ACADEMIC</strong></td>
<td></td>
</tr>
<tr>
<td>Band Director (performs at all home football games)</td>
<td>2,688.80</td>
</tr>
<tr>
<td>Assistant Band Director</td>
<td>1,613.29</td>
</tr>
<tr>
<td>Choral Director</td>
<td>1,344.42</td>
</tr>
<tr>
<td>Activities Coordinator</td>
<td>1,102.43</td>
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<tr>
<td>Drill Team</td>
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</tr>
<tr>
<td>Assistant Drill Team</td>
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</tr>
<tr>
<td>Debate</td>
<td>806.64</td>
</tr>
<tr>
<td>Dramatics</td>
<td>806.64</td>
</tr>
<tr>
<td>Newspaper Advisor</td>
<td>1,344.42</td>
</tr>
<tr>
<td>Orchestra Director</td>
<td>1,344.42</td>
</tr>
<tr>
<td>Producer/Director of Annual Show</td>
<td>941.08</td>
</tr>
<tr>
<td>Yearbook Advisor</td>
<td>1,881.42</td>
</tr>
<tr>
<td>Student Council</td>
<td>941.08</td>
</tr>
<tr>
<td>Visual Aids</td>
<td>1,209.97</td>
</tr>
<tr>
<td>Stage Manager</td>
<td>1,344.42</td>
</tr>
</tbody>
</table>
## APPENDIX A: Schedule E.

### SCHEDULE OF EXTRACURRICULAR ACTIVITIES AND AMOUNT PER POSITION
### FOR WHICH EMPLOYEES MAY BE COMPENSATED (continued)

<table>
<thead>
<tr>
<th>Position</th>
<th>Amount Per Employee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Middle School</td>
<td></td>
</tr>
<tr>
<td><strong>ATHLETIC</strong></td>
<td></td>
</tr>
<tr>
<td>Athletic Coordinator</td>
<td>1,344.42 1,384.75 1,426.29</td>
</tr>
<tr>
<td>Head Football Coach</td>
<td>2,487.17 2,561.78 2,638.63 /2</td>
</tr>
<tr>
<td>Assistant Football Coach</td>
<td>1,613.29 1,661.69 1,711.54</td>
</tr>
<tr>
<td>Head Basketball Coach</td>
<td>2,016.61 2,077.11 2,139.42 /2</td>
</tr>
<tr>
<td>Assistant Basketball Coach</td>
<td>1,209.97 1,246.27 1,283.66 /2</td>
</tr>
<tr>
<td>Intramurals Coach</td>
<td>1,344.42 1,384.75 1,426.29</td>
</tr>
<tr>
<td>Middle School Varsity Coach: Volleyball; Baseball; Track; Soccer; Tennis; Cross Country</td>
<td>1,209.97 1,246.27 1,283.66 /2</td>
</tr>
<tr>
<td>Middle School Assistant Varsity Coach:</td>
<td></td>
</tr>
<tr>
<td>Volleyball; Baseball</td>
<td>806.64 830.84 855.76 /2</td>
</tr>
<tr>
<td>Special Sports Coach</td>
<td>806.64 830.84 855.76 /2</td>
</tr>
<tr>
<td>Cheerleader Coach</td>
<td>806.64 830.84 855.76 /2</td>
</tr>
<tr>
<td>Drill Team</td>
<td>806.64 830.84 855.76 /2</td>
</tr>
<tr>
<td><strong>ACADEMIC</strong></td>
<td></td>
</tr>
<tr>
<td>Orchestra Director/Activities Coordinator</td>
<td>806.64 830.84 855.76 /5</td>
</tr>
<tr>
<td>Band Director</td>
<td>806.64 830.84 855.76 /4</td>
</tr>
<tr>
<td>Choral Director</td>
<td>806.64 830.84 855.76 /5</td>
</tr>
<tr>
<td>Newspaper Advisor</td>
<td>806.64 830.84 855.76 /7</td>
</tr>
<tr>
<td>Class Advisor: 9th Grade</td>
<td>537.76 553.89 570.51</td>
</tr>
<tr>
<td>Academic Coach</td>
<td>537.76 553.89 570.51</td>
</tr>
<tr>
<td>Student Council</td>
<td>806.64 830.84 855.76</td>
</tr>
<tr>
<td>Visual Aids</td>
<td>537.76 553.89 570.51</td>
</tr>
<tr>
<td>Producer/Director of Annual Show</td>
<td>537.76 553.89 570.51</td>
</tr>
<tr>
<td>Club Advisors</td>
<td>537.76 553.89 570.51</td>
</tr>
<tr>
<td>Booknet Coordinator</td>
<td>806.64 830.84 855.76</td>
</tr>
</tbody>
</table>

### Elementary

| **ATHLETIC** |                   |
| Intramurals Coach | 806.64 830.84 855.76 |
| Extended Physical Education | 806.64 830.84 855.76 |
| Extended Athletic Sponsor (may include basketball, baseball, volleyball, softball, soccer, or track) |             |
| Three or Four Teams | 806.64 830.84 771.08 |
| Two Teams | 537.76 553.89 570.51 |
| One Team | 268.88 276.95 285.25 |

### ACADEMIC

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Middle School</td>
<td>1997</td>
<td>1998</td>
</tr>
<tr>
<td>Athletic Coordinator</td>
<td>1,344.42</td>
<td>1,384.75</td>
</tr>
<tr>
<td>Head Football Coach</td>
<td>2,487.17</td>
<td>2,561.78</td>
</tr>
<tr>
<td>Assistant Football Coach</td>
<td>1,613.29</td>
<td>1,661.69</td>
</tr>
<tr>
<td>Head Basketball Coach</td>
<td>2,016.61</td>
<td>2,077.11</td>
</tr>
<tr>
<td>Assistant Basketball Coach</td>
<td>1,209.97</td>
<td>1,246.27</td>
</tr>
<tr>
<td>Intramurals Coach</td>
<td>1,344.42</td>
<td>1,384.75</td>
</tr>
<tr>
<td>Middle School Varsity Coach: Volleyball; Baseball; Track; Soccer; Tennis; Cross Country</td>
<td>1,209.97</td>
<td>1,246.27</td>
</tr>
<tr>
<td>Middle School Assistant Varsity Coach: Volleyball; Baseball</td>
<td>806.64</td>
<td>830.84</td>
</tr>
<tr>
<td>Special Sports Coach</td>
<td>806.64</td>
<td>830.84</td>
</tr>
<tr>
<td>Cheerleader Coach</td>
<td>806.64</td>
<td>830.84</td>
</tr>
<tr>
<td>Drill Team</td>
<td>806.64</td>
<td>830.84</td>
</tr>
<tr>
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<td>806.64</td>
<td>830.84</td>
</tr>
<tr>
<td>Band Director</td>
<td>806.64</td>
<td>830.84</td>
</tr>
<tr>
<td>Choral Director</td>
<td>806.64</td>
<td>830.84</td>
</tr>
<tr>
<td>Newspaper Advisor</td>
<td>806.64</td>
<td>830.84</td>
</tr>
<tr>
<td>Class Advisor: 9th Grade</td>
<td>537.76</td>
<td>553.89</td>
</tr>
<tr>
<td>Academic Coach</td>
<td>537.76</td>
<td>553.89</td>
</tr>
<tr>
<td>Student Council</td>
<td>806.64</td>
<td>830.84</td>
</tr>
<tr>
<td>Visual Aids</td>
<td>537.76</td>
<td>553.89</td>
</tr>
<tr>
<td>Producer/Director of Annual Show</td>
<td>537.76</td>
<td>553.89</td>
</tr>
<tr>
<td>Club Advisors</td>
<td>537.76</td>
<td>553.89</td>
</tr>
<tr>
<td>Booknet Coordinator</td>
<td>806.64</td>
<td>830.84</td>
</tr>
<tr>
<td>Role</td>
<td>537.76</td>
<td>553.89</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>--------</td>
<td>--------</td>
</tr>
<tr>
<td>Choral Director</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Instrumental Director</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Safety Patrol Sponsor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Club Advisors</td>
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<tr>
<td>Student Council Advisor</td>
<td></td>
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<td>Student Newspaper Sponsor</td>
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</tr>
<tr>
<td>Booknet Coordinator</td>
<td>537.76</td>
<td>553.89</td>
</tr>
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</table>

**District-Wide Activities**

<table>
<thead>
<tr>
<th>Activity</th>
<th>305.82</th>
<th>314.99</th>
<th>321.29</th>
</tr>
</thead>
<tbody>
<tr>
<td>Junior High All-City Band</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Elementary All-City Band</td>
<td>244.65</td>
<td>251.99</td>
<td>257.03</td>
</tr>
<tr>
<td>Elementary All-City Choir</td>
<td>122.34</td>
<td>126.01</td>
<td>128.53</td>
</tr>
<tr>
<td>All-City Honors Band</td>
<td>305.82</td>
<td>314.99</td>
<td>321.29</td>
</tr>
</tbody>
</table>
APPENDIX A: Schedule E.

A. The following criteria are applicable where an employee is to receive additional compensation for activities authorized in this schedule: (a) the teacher must be assigned to extra duty and be under a supplemental contract for the position, and (b) the assignment must be performed either before or after the regular school day. This schedule does not restrict the use of an unassigned period(s) for an activity which requires time during the regular school day.

In order to be eligible to receive a coach, a school must have a team with a published schedule.

B. Positions on Schedule E may be job shared on a 50%/50% basis, if approved in writing by both teachers and the principal.

C. If a principal declares a vacancy in any position, the principal shall post the vacancy in the building for five (5) working days during which time a teacher may indicate his/her preference for such position. If a vacancy is not filled by a teacher in the building, the principal may declare a vacancy system-wide and, if so, shall distribute a notice of vacancy to each school and consider any applications received within ten (10) working days of the date of distribution. The principal shall consider all teachers who have indicated their preference for a position and shall appoint a district teacher unless no current teacher applies who is qualified for the position. If two or more district teachers apply for the position, the principal shall consider their training, experience, and individual qualifications and the number of other extra-curricular activities to which the teachers are assigned. If those factors are substantially equal, seniority shall control the choice. However, if a position must be filled before the above procedure can be completed, the principal may temporarily assign a teacher to fill the position on a temporary basis until the procedure has been completed. The principal shall announce the names of those teachers awarded supplemental contracts within five (5) days of selection. The above procedure shall not apply to the selection of teachers to fill the positions of Athletic Director, Head Varsity Football Coach, and Head Varsity Basketball Coach, where Board Procedure 4115.5 shall apply instead.

A list of all schedule E positions that are filled or vacant at each school shall be available in the school office at the end of the first and third quarters. Name and contract amount shall be included in the list. In addition, the Board shall provide the Federation a list of the positions filled and submitted to the Board for approval. The list shall include the name, supplemental position, school, regular position and school, and supplemental salary.

D. Supplemental contracts specifying the amount of compensation shall be issued to all teachers who are assigned to positions under Schedule E prior to the time of supplemental employment or as soon thereafter as possible. Where a supplemental contract has not been issued to a teacher assigned to an extracurricular position prior to the time of supplemental employment, the principal shall provide the teacher with written confirmation of his/her assignment and of the compensation that he/she is to receive. A teacher who is replaced as a coach or extra-curricular activity sponsor shall be notified that his/her supplemental contract will not be renewed at least 60 days prior to the date that the supplemental employment begins. Such notice shall not be required if the teacher transfers to another school. Individual supplemental contracts will be revised in accordance with this provision effective for the 1991-92 school year. Payment shall be made during the pay period following completion of the supplemental employment or as soon thereafter as possible.

E. The listing of an amount by any position does not require the Board to staff such position with one or more employees.
F. Ten per cent (10%) of the base amount shall be paid as an experience increment for
five (5) or more years of experience in the same sport (e.g., football, basketball) or
activity (e.g., student council, band) regardless of grade level, in the Cincinnati
School District.

G. Principals may require anyone serving in a Schedule E position to submit goals
annually for the program or activity.

H. The ILT (or TBC and the principal at schools without ILT's) shall develop an
extracurricular (Schedule E) plan by May 15 annually, taking into consideration
gender equity. Any unused money (from athletic or non-athletic activities) shall be
returned to form a pool of money from which any school may apply to provide
additional athletic or non-athletic programs at their schools. A joint committee of
teachers and administrators shall develop the guidelines and approve any
additional allocations to schools.

I. The number and type of coaches funded by Schedule E, for each sport, shall be
limited to those as defined in Schedule E.

J. Vocational Clubs:

Each high school principal shall identify vocational teachers whose services as
vocational club advisor includes student activities beyond the teacher's work day.
These teachers shall receive a supplement of $200 for these services. A vocational
teacher shall not be paid more than one vocational club advisor supplement per
school year.

To be eligible for an Assistant Senior High Coach for the Track, Wrestling,
Gymnastics, Swimming, or Cross Country programs, there must be 15 members in
the program; for an Assistant Volleyball Coach there must be 30 members; and for
an Assistant Golf Coach there must be 10 members.

To be eligible for an Assistant Middle School Coach for the Volleyball, Baseball,
Softball, or Track programs, there must be 15 members in the program:

1/ Amount includes pay for supervising assigned activities related to the position
before and after the regular school year as stated in the position description.

2/ Amounts include the responsibilities of practices and conditioning before the
regular school year, or practices during holidays, as stated in the position
description.

3/ Amount includes pay for at least two performances outside the school day, at least
one of which will include the entire ensemble.

4/ Amount specified includes pay for necessary practices before the regular school
year and assistance with the annual show. For senior highs, the Band Director and
Assistant Band Director may share directing the band at home basketball games.

5/ Amount specified includes time to assist with the annual show.

6/ Amount specified includes time to direct a minimum of two productions during the
school year and to assist with the annual show.

7/ Amount specified includes time to publish a minimum of four issues.
APPENDIX A: Schedule E.

SCHEDULE OF ALLOCATION BY SCHOOLS

Each school shall receive an allocation for athletic and non-athletic activities. A school may not use its non-athletic funds for athletic activities.

The following schedule shows the annual allotment for each school:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>High Schools</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Athletic Activities</td>
<td>82,978.50</td>
<td>85,467.86</td>
<td>88,031.89</td>
</tr>
<tr>
<td>Non-Athletic Activities</td>
<td>24,219.41</td>
<td>24,945.99</td>
<td>25,694.37</td>
</tr>
<tr>
<td>Total</td>
<td>$107,197.91</td>
<td>$110,413.85</td>
<td>$113,726.26</td>
</tr>
<tr>
<td>Junior High Schools/Middle Schools</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Athletic Activities</td>
<td>17,124.84</td>
<td>17,638.59</td>
<td>18,167.74</td>
</tr>
<tr>
<td>Non-Athletic Activities</td>
<td>8,353.58</td>
<td>8,604.19</td>
<td>8,862.31</td>
</tr>
<tr>
<td>Total</td>
<td>$25,478.42</td>
<td>$26,242.77</td>
<td>$27,030.06</td>
</tr>
<tr>
<td>Elementary Schools with 7-8 enrollment between 150-299</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Athletic Activities</td>
<td>14,848.60</td>
<td>15,294.06</td>
<td>15,752.88</td>
</tr>
<tr>
<td>Non-Athletic Activities</td>
<td>8,103.85</td>
<td>8,346.97</td>
<td>8,597.37</td>
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<td>Total</td>
<td>$22,952.45</td>
<td>$23,641.02</td>
<td>$24,350.25</td>
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<tr>
<td>Elementary Schools with 7-8 enrollment between 65-149</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Athletic Activities</td>
<td>9,640.32</td>
<td>9,929.53</td>
<td>10,227.42</td>
</tr>
<tr>
<td>Non-Athletic Activities</td>
<td>4,819.33</td>
<td>4,963.91</td>
<td>5,112.83</td>
</tr>
<tr>
<td>Total</td>
<td>$14,459.65</td>
<td>$14,893.44</td>
<td>$15,340.25</td>
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<tr>
<td>Elementary Schools</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Athletic Activities</td>
<td>1,432.04</td>
<td>1,475.00</td>
<td>1,519.25</td>
</tr>
<tr>
<td>Non-Athletic Activities</td>
<td>4,534.80</td>
<td>4,670.84</td>
<td>4,810.97</td>
</tr>
<tr>
<td>Total</td>
<td>$5,966.84</td>
<td>$6,145.84</td>
<td>$6,330.22</td>
</tr>
</tbody>
</table>

Elementary schools with enrollment at grades 7-8 of at least 300 shall receive full middle school and full elementary Schedule E allotments.

Supplemental Schedule E Fund

A supplemental allocation equal to 2.5% of the total funds allocated to schools by Schedule E shall be made available to district high schools which offer an extensive extra-curricular program. High schools may apply to a committee consisting of two teachers appointed by the Federation and two administrators appointed by the Superintendent, which shall allocate the funds based on the number of athletic and non-athletic activities offered and the number of students participating. Funds may be allocated for activities for up to two years. Funds not allocated for a school year shall be carried over for one additional year.

A. The Board shall pursue changes to applicable athletic association rules to permit K-8 schools to field teams in football, volleyball, basketball, softball, and other appropriate team sports. If successful, the parties shall agree to changes in Schedule E salaries and funding to accommodate the additional activities.
B. The total funds allocated to schools by Schedule E shall not be reduced by the reconfiguration of schools above.
## SALARY SCHEDULES FOR WEEKLY, DAILY, AND HOURLY RATES FOR TEACHERS

Effective first full pay period of the year listed

<table>
<thead>
<tr>
<th>Extended Employment</th>
<th>School Year 1997</th>
<th>1998</th>
<th>1999</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coordinating Teacher /j Hourly</td>
<td>27.46</td>
<td>28.28</td>
<td>29.13</td>
</tr>
<tr>
<td>Home Instructor Hourly</td>
<td>20.80</td>
<td>21.42</td>
<td>22.06</td>
</tr>
<tr>
<td>Outdoor Camp Sponsor a Teacher /b Hourly</td>
<td>188.62</td>
<td>194.28</td>
<td>200.11</td>
</tr>
<tr>
<td>Outdoor Camp Sponsor b Hourly</td>
<td>20.80</td>
<td>21.42</td>
<td>22.06</td>
</tr>
<tr>
<td>Teacher-in-Charge /h Hourly</td>
<td>25.52</td>
<td>26.29</td>
<td>27.08</td>
</tr>
<tr>
<td>Textbook Selection/c Hourly</td>
<td>29.76</td>
<td>30.65</td>
<td>31.57</td>
</tr>
<tr>
<td>Extended Employment Hourly</td>
<td>188.62</td>
<td>194.28</td>
<td>200.11</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>In-Service /d</th>
<th>School Year 1997</th>
<th>1998</th>
<th>1999</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coordinating Teacher /i Hourly</td>
<td>25.52</td>
<td>26.28</td>
<td>27.07</td>
</tr>
<tr>
<td>Teacher Hourly</td>
<td>22.36</td>
<td>23.03</td>
<td>23.72</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Summer School</th>
<th>School Year 1997</th>
<th>1998</th>
<th>1999</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coordinating Teacher /i Hourly</td>
<td>25.52</td>
<td>26.28</td>
<td>27.07</td>
</tr>
<tr>
<td>Teacher Hourly</td>
<td>22.36</td>
<td>23.03</td>
<td>23.72</td>
</tr>
</tbody>
</table>

| Special Assignment | | |
|--------------------| | |
| Substitute Teachers | Daily /e | |

<table>
<thead>
<tr>
<th>Substitute Teachers</th>
<th>School Year 1997</th>
<th>1998</th>
<th>1999</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class A /f Daily</td>
<td>85.52</td>
<td>88.08</td>
<td>90.73</td>
</tr>
<tr>
<td>Class A /g Daily</td>
<td>93.10</td>
<td>95.89</td>
<td>98.77</td>
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<tr>
<td>Class I Daily</td>
<td>76.72</td>
<td>79.03</td>
<td>81.40</td>
</tr>
<tr>
<td>Class III Daily</td>
<td>86.76</td>
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<td>Retired Daily</td>
<td>85.52</td>
<td>88.08</td>
<td>90.73</td>
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<tr>
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<td>21.42</td>
<td>22.06</td>
</tr>
<tr>
<td>Extended Employment /b Hourly</td>
<td>25.52</td>
<td>26.29</td>
<td>27.08</td>
</tr>
<tr>
<td>Summer School Hourly</td>
<td>22.36</td>
<td>23.03</td>
<td>23.72</td>
</tr>
</tbody>
</table>

- **a/** Amount specified includes pay for camping period of five (5) days and four (4) nights.

- **b/** The lower rate is paid whenever a teacher is assigned tutorial duties.

  Dial-a-Teacher staff are paid the following in addition to the above rate:

  - after 3 years experience-$1.25/hr. additional
  - after 5 years experience-$1.25/hr. additional
  - after 7 years experience-$1.25/hr. additional

  Dial-a-Teacher staff will be credited with one year of service for every 210 hours of service, provided the teacher submits a written request for such.

- **c/** Amount specified is payment for participation in and completion of the textbook selection process.

- **d/** When paid in-service training is assigned, the rate for each hour of such assignment shall be as specified above, except where state or federal law establishes a lower rate. This provision does not limit the assignment of in-service training without pay.
e/ Any certificated employee whose work assignment is continued on a full time basis in the same or a comparable position beyond his/her normal term of employment shall be paid at the same rate as is applicable to the normal term of employment in the contract year in which the extended time falls.

f/ Class “A” substitute teachers hold standard certification.

g/ The higher rate is paid after ten (10) days of continuous service in a given classroom assignment, for the duration of the assignment.

h/ In schools without an assistant principal, a teacher may be designated as teacher in charge in the principal’s absence. Such teacher shall be paid for one additional hour at extended employment rate for each day that the principal is absent for more than one-half of the school day.

i/ Coordinating teacher shall refer to the individual teacher responsible for planning, designing, and implementing the activity.
1. **Fair Share Fee Determination**

Prior to the commencement of each school year, the CFT/ACPSOP shall obtain an independent audit from a certified accountant selected from a list of three certified accountants with offices in Cincinnati, Ohio, submitted to the CFT/ACPSOP upon written request, by the Board's Treasurer. The selected independent auditor shall continue to serve unless a new selection process is initiated, in writing, by the CFT/ACPSOP. The accountant will prepare a detailed analysis and audit of CFT/ACPSOP expenditures in the preceding school year, verifying that portion of the CFT/ACPSOP's union dues which may be appropriately charged to non-members through fair share fee under federal and state law.

Prior to the commencement of each school year, the Executive Committee of the CFT/ACPSOP shall set the fair share fee for the upcoming school year, in strict conformity with the audit and report of the accountant described above, and the CFT/ACPSOP's anticipated collective bargaining expenditures for the coming year. The CFT/ACPSOP shall communicate the fair share amount to the Board at least fourteen (14) days prior to the issuance of the first paycheck to the teachers and office personnel at the beginning of each school year.

2. **Notification To Non-Members Of Fair Share Fee and Right to Appeal**

The CFT/ACPSOP shall prepare, date, and distribute prior to the distribution of the first paycheck to teachers in September of each school year a notice to non-members which shall be distributed and published as required in the agreement between the CFT and the Board and ACPSOP and the Board. The notice shall incorporate the accountant's audit report including an identification of those amounts considered to be chargeable and non-chargeable to non-members, pursuant to federal and state law, and shall describe the rights of non-members to object to the amount of the fair share fee set by the CFT/ACPSOP.

3. **Filing Objections To Fair Share Payments**

Any non-member employee making fair share payments may object to the fair share calculation on grounds that the fee charged is contrary to state or federal law. Any such objection may be made by the objector individually by sending a letter addressed either to the CFT President or the ACPSOP President, 1216 McMillan Avenue, Cincinnati, Ohio 45206, stating any objections, the desire to invoke the CFT/ACPSOP appeal procedure, and objector's address and bearing the objector's signature. The letter must be postmarked or delivered at any time after notice by CFT/ACPSOP of the amount of the fee, as required by the respective Collective Bargaining Agreements, but before the thirtieth (30th) day following the first deduction of the fee from the objecting CFT/ACPSOP non-member's earnings.

4. **Escrow Arrangements**

Upon the CFT/ACPSOP's receipt of a letter invoking this procedure, the CFT/ACPSOP shall deposit in an escrow account, separate from all other CFT/ACPSOP funds, the amount of fee payments received on behalf of the objector that is fairly placed at issue by any objections, but not less than ten (10%) percent of the fair share fee as verified by an independent auditor. CFT/ACPSOP shall furnish the objector with independent verification of the terms of the escrow arrangement, and upon request by any objector, shall report the status of the escrow account.
Appendix B  Fair Share Procedures

The escrow account will be established with and maintained by a federally insured commercial bank with offices in Cincinnati, Ohio, and the escrow agreement shall provide that the escrowed funds will remain intact until the final disposition is provided for herein; and that the escrowed funds will terminate and the fund therein be distributed only by the terms of the ultimate award, determination, or judgment including any appeals or by the terms of a mutually agreed settlement between the CFT/ACPSOP and any objector(s).

5. Appeal Procedure

Within sixty (60) days following the first deduction of the agency fee from the paychecks of objecting non-members at the beginning of the school year, the CFT/ACPSOP's Executive Committee shall meet to consider all written objections received by CFT/ACPSOP and may respond to such objections by either voluntarily reducing the agency fee for all non-members, or by notifying the objectors that the agency fee will remain as originally calculated. The decision of the Executive Council shall be dated and reported in writing to all objectors. Within such sixty (60) day period, CFT/ACPSOP shall provide to the American Arbitration Association (AAA), copies of all objections received to date during the school year, and the names and mailing addresses of the objectors. At that time, CFT/ACPSOP shall request the AAA to commence arbitration proceedings pursuant to the AAA's rules for Impartial Determination of Union Fees.

Thereafter, the AAA will appoint an arbitrator, select a hearing date, and otherwise administer the arbitration proceeding in accordance with such Rules.

To the extent possible, the arbitrator shall schedule the arbitration during hours after the regular school day, or on weekends or holidays, so as to avoid disruption of the participants' performance of their regular duties for the Board or CFT/ACPSOP.

6. Arbitration Proceedings

The fees and any expenses of the arbitrator, and the costs of reproducing records agreed to or ordered by the arbitrator shall be borne by CFT/ACPSOP. Any party may record or transcribe the hearing at its own cost.

Non-members who do not object to the agency fee shall not be entitled to any portion of the escrowed funds, nor shall non-objectors be entitled to any rebate of agency fees already paid, should the arbitrator order a reduction of the agency fee for the year in question. If the arbitrator rules that the agency fee should be reduced, the agency fees paid by all non-members from that date forward in the school year shall be reduced accordingly.

CFT/ACPSOP shall not be responsible for payment of any lost wages or compensation incurred by objectors as a result of participating in the arbitration.

The decision of the arbitrator with respect to the objections made to the agency fee will be final and binding upon all parties.

7. Objections Received From Newly-Hired Employees During The School Year

Newly hired employees are obliged under ¶130.e.1. of the CFT Collective Bargaining Agreement and Article IV, A of the ACPSOP Collective Bargaining Agreement to commence the payment of the fair share fee with the first paycheck due following the sixtieth (60) day after initial employment. Such newly hired employees may exercise their right to object by following the objection procedure described above within thirty (30) days of their first fair share fee payroll deduction for non-members of CFT/ACPSOP.
Appendix B  Fair Share Procedures

Upon receipt of such objection, CFT/ACPSOP shall forward the objector’s name to AAA for the purpose of consolidation of such objection with any ongoing arbitration, and CFT/ACPSOP shall also commence an escrow of the appropriate amount of the objector’s fair share fee.

If the objection is forwarded to AAA subsequent to the commencement of a fair share fee arbitration hearing during the ongoing school year, then the objector’s fair share fee has an opportunity to participate in the subsequent year’s arbitration, and upon such agreement, any funds escrowed for such objector shall be distributed in accordance with that arbitration decision.

7. Arbitration Award

The arbitrator shall issue a written award, based on the evidence and relevant provisions of the Collective Bargaining Agreements and federal and state law, determining whether the fair share fee was appropriately calculated and, if not, what the appropriate calculation should have been. The award shall be final and binding on all parties. The applicable escrow funds and the interest accrued thereon shall be disbursed pursuant to the award unless an action for judicial review, or review by SERB, is filed and served within thirty-five (35) days of the date of the award.

8. Religious Objections to Fair Share Fees

Any objections to the payment of fair share fee based upon religious beliefs shall be handled in accordance with O.R.C. 4117.09 (C), which provides:

"Any public employee who is a member of and adheres to established and traditional tenants or teaching of a bona fide religion or religious body which has historically held conscientious objections to joining or financially supporting any employee organization and which is exempt from taxation under the provisions of the Internal Revenue Code, shall not be required to join or financially support any employee organization as a condition of employment. Upon submission of proper proof of religious conviction to the State Employment Relations Board, the Board shall declare the employee exempt from becoming a member of or financially supporting an employee organization. The employee shall be required in lieu of the fair share fee, to pay an amount of money equal to such fair share fee to a non-religious charitable fund, exempt from taxation under Section 501(C)(3) of the Internal Revenue Code, mutually agreed upon by the employee and representative of the employee organization to which the employee would otherwise be required to pay the fair share fee. The employee shall furnish to the employee organization written receipts evidencing such payments, and failure to make such payments, or furnish such receipts shall subject the employee to the same sanctions as would non-payment of dues under the applicable collective bargaining agreement."
On March 14, 1994, the Board of Education approved the Superintendent's recommendation to convert Crest Hills Middle School to a K-8 school operating on a year-round calendar beginning August 29, 1994. The Board may create additional year round schools in the future. Therefore, the Cincinnati Federation of Teachers and the Cincinnati Board of Education agree to make the following special provisions amending the Collective Bargaining Agreement.

### SCHOOL CALENDAR

The school will operate year round with the beginning date for each yearly cycle being the same as the opening of school for all other schools in the district. All holidays will be observed as outlined on the adopted school calendar with the addition of July 4 as a holiday.

The year-round school will be closed for two weeks prior to the beginning of each regular school year and for winter recess as determined by CPS calendar. The school will be in session during the spring recess.

The school year will be divided into four (4) instructional quarters, nine (9) weeks in length followed by three (3) week intersessions.

Each team of teachers will be responsible for providing instruction during intersessions to students from their team assigned to the intersessions. Each team will be invited to submit recommendations regarding a schedule for rotation of teaching assignments in intersessions which will be subject to the principal's approval. No teacher shall be required to teach more than three (3) intersessions per year, nor shall they be required to work during enrichment days, but may volunteer to do either.

### CONTRACTS

#### TEACHERS

Total number of days not to exceed 232 days.

- a) 190 day contract effective the first day of the regular school year through mid-August of the following year.
- b) 4 additional days at the teacher's daily rate (one day at the beginning of each intersession for preparation for the intersession).
- c) Intersessions - up to 38 additional days (as needed) at the teacher's daily rate.

#### LEAD TEACHERS

Total number of days not to exceed 232 days.

- a) 190 day contract plus annual stipend effective the first day of the regular school year through mid-August of the following year.
- b) 5 additional days included in the lead teacher stipend shall be scheduled by the building administrator throughout the year.
- c) 4 additional days at the teacher's daily rate (one day at the beginning of each intersession for preparation for the intersession).
- d) Intersessions - up to 33 additional days (as needed) at the teacher's daily rate.
Appendix C

Year Round Schools Agreement

<table>
<thead>
<tr>
<th>ELEMENTARY</th>
<th>TEACHER-LIBRARIAN</th>
<th>Total number of days not to exceed 232 days.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>a) 195 day contract effective the first day of the regular school year through mid-August of the following year. (5 days will be scheduled throughout the year in cooperation with the principal.)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>b) 4 additional days at the teacher's daily rate (one day at the beginning of each intersession for preparation for the intersession).</td>
</tr>
<tr>
<td></td>
<td></td>
<td>c) Intersessions - up to 33 additional days (as needed) at the teacher's daily rate.</td>
</tr>
<tr>
<td>COUNSELORS</td>
<td></td>
<td>Total number of days not to exceed 232 days.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>a) 210 day contract effective the first day of the regular school year through mid-August of the following year. 20 days will include 5 intersession days working with students.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>b) 4 additional days at the counselor's daily rate (one day at the beginning of each intersession for preparation for the intersession).</td>
</tr>
<tr>
<td></td>
<td></td>
<td>c) Intersessions - up to 18 additional days (as needed) at the counselor's daily rate.</td>
</tr>
<tr>
<td>PSYCHOLOGISTS</td>
<td></td>
<td>a) 210 day contract effective the first day of the regular school year through mid-August of the following year.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>b) Service will be provided for the year-round school over twelve (12) months during the 4 instructional quarters. Schedules will be developed through the regular districtwide assignment process unless otherwise agreed upon.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>c) Intersessions - up to 22 additional days may be assigned at the psychologist's daily rate.</td>
</tr>
<tr>
<td>VISITING TEACHER</td>
<td></td>
<td>a) 205 day contract effective the first day of the regular school year through mid-August of the following year.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>b) Service will be provided for the year-round school over twelve (12) months during the 4 instructional quarters. Schedules will be developed through the regular district-wide assignment process unless otherwise agreed upon.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>c) Intersessions - up to 27 additional days may be assigned at the visiting teacher's daily rate.</td>
</tr>
<tr>
<td>TRANSFERS/SURPLUS/SELECTION OF FACULTY</td>
<td></td>
<td>The parties will negotiate regarding retention and/or selection of initial faculty when and if the Board decides to create another year round school(s).</td>
</tr>
<tr>
<td>GRIEVANCE PROCEDURES</td>
<td></td>
<td>Not withstanding Section 300, 2H, time limits set forth in Section 300, shall be in effect year round. However, intersession days shall not be considered work days for this purpose.</td>
</tr>
</tbody>
</table>
SUBSTITUTES

Schools select their own substitutes from the district substitute pool. These substitutes are appointed by Human Resources for services to year round school(s).

Either party may reopen negotiations regarding provisions of this agreement at the end of each school year.

All provisions of the Collective Bargaining Agreement will remain in effect except as modified by this agreement.
America today is in the midst of unprecedented national concern about the quality of education. Studies decry the exodus of experienced teachers from the profession, the low achievement of students, the stagnancy of the profession resulting from limited professional growth opportunities, limited opportunities for communication and collaboration, and a public perception of a lack of accountability within education. By 1993, due to increasing enrollment, retirements, and other causes of teacher turnover, American schools will need to hire over one million new teachers.

These and many other challenges faced the Career Ladder Committee which assembled at its first meeting in August of 1987. This joint Federation/Administration committee spent long hours exploring, developing and defining the parameters of our shared, professional vision. All committee members had an ultimate vision of improving the quality of education for students, of improving the degree of communication and collaboration among professionals, and of raising the public confidence in schools. The development process included the review of current literature, the investigation of research and projected trends in teacher development, communication with educators at the national, state and local levels, and presentations about both state and local teacher development programs. This initial process resulted in a concept paper which served as the basis for further development.

The 1988 Collective Bargaining Agreement was negotiated using the “principled” negotiations process based on methods developed at the Harvard Negotiations Project. The guiding principles, practices, and guidelines assimilated in that process were applied to the development of the Career in Teaching Program. The Collective Bargaining Agreement provided the framework for the program. In August 1988, a joint Cincinnati Federation/Administration Committee began the formidable task of drafting a detailed plan. The Committee met an average of once a week during the development phase. An open forum to allow professional educators and educational consumers to share their viewpoints was provided. All teachers and administrators were provided the opportunity to complete a survey in an effort to obtain data on their perceptions of the roles and responsibilities for lead teachers.


The Career in Teaching Program will provide incentives to attract and retain quality teachers in the profession, will improve and encourage teachers’ professional growth opportunities, will expand opportunities for collaboration among professional educators, and will give teachers broader roles and responsibilities which will improve student achievement and provide better schools for children and teachers.

This jointly developed program consists of four sequential career development levels for teachers. The levels include:

- Intern
- Resident
- Career
- Lead

A thorough assessment process ensures that lead teachers are the highest quality teachers in the district. Lead teachers will have expanded roles and responsibilities aimed at improving instruction and student achievement.

A Career in Teaching Panel has been established to implement the program, including the credentialing of all lead teachers. The panel consists of an equal number of administrators and teachers.
The Career in Teaching Program represents a new and exciting direction for the district. This program has great potential in addressing many urban educational issues by reshaping the role professionals perform in the district.

We are jointly committed to the implementation of this Career in Teaching Program and to continued utilization of the collaborative spirit present in this process from conception through implementation.

Teaching is not a simple task. It requires total commitment, knowledge, a caring attitude, management skills, decision-making ability, and sophisticated communication skills. Teachers have the tremendous responsibility for guiding the learning and development of our children. This program will provide the mechanism to take teaching as it is now and move it forward.

Career ladders and programs are advances into the frontier of educational change. With commitment we accept the challenges and the risks that are associated with this rare opportunity to make a difference and significantly impact the future of the Cincinnati Public Schools. We gratefully acknowledge the contributions and dedication of all associated with the development of this program. The challenge now is in the implementation of the program.

THE CAREER IN TEACHING PANEL

A six member joint panel shall be appointed by the Cincinnati Federation of Teachers and the Board. The term of each member shall be no longer than three years. The Federation shall appoint lead teachers to serve as members of the Career in Teaching Panel as the terms of the current members expire.

There shall be co-conveners, one appointed by the Federation and one appointed by the Superintendent. The panel will oversee the assessment process, credential the lead teachers and recommend additional roles and responsibilities for lead teachers, but will not assign lead teachers to positions.

The Panel has the authority to make procedural decisions necessary to implement the plan, to interpret and apply provisions of the plan, but not to amend the plan.

CAREER LEVELS

The Cincinnati Public Schools shall maintain a Career in Teaching Program for all teachers. The program contains the following career advancement levels.

INTERN LEVEL

Newly hired teachers entering the school district shall be classified as intern teachers. A newly hired teacher is defined as one who has not taught within the last five years in the Cincinnati Public Schools. Teachers who have had contract teaching experience with Cincinnati Public Schools within five years prior to re-employment and have received a satisfactory or better rating during that time shall be exempt from the internship process.

The purpose of the Career in Teaching Program, at the intern level, shall be to induct all newly hired teachers into the teaching profession. Inductees will become aware of the goals and curriculum of the Cincinnati Public Schools and will be assimilated into the profession. The intern teacher shall be provided experiences to enhance his/her teaching skills and to develop the instructional skills needed by urban educators. Experiences acquired at the intern level should inspire teaching excellence and improve the education of all students in the Cincinnati Public Schools.

Interns will participate in an induction process using the Peer Assistance and Evaluation Program. As interns, new teachers shall be afforded the opportunity to be coached, mentored, assisted, and appraised through the Peer Assistance and Evaluation Program. This will afford interns the opportunity to improve teaching abilities and become meaningful contributors to the profession. All interns shall be introduced to the many other resources in the district, such as practicum, the Mayerson Academy, and the Employee Assistance Program (EAP).

Teachers receiving a satisfactory or better evaluation at the intern level shall continue their professional progression by advancing to the next level of the Career in Teaching Program. It is the intent of this Program that no teacher will remain at the intern level for more than two years.

RESIDENT LEVEL
All teachers successfully completing the internship become resident teachers along with those teachers exempt from the internship process as defined previously. Residency is a transitional learning experience in the Career in Teaching Program where the teacher develops the skills, motivation, and determination necessary to become a career or lead teacher. Resident teachers, using established professionals as role models and mentors, will develop the confidence, independence, and desire to continue and succeed in their chosen career. Resident teachers shall gain confidence as instructional leaders, develop and expand their individual teaching styles, refine their teaching skills, continue their professional growth and further utilize the resources of the district to implement and conduct an effective instructional program.

A teacher must be a resident for at least two years before proceeding in the Career in Teaching Program. In order to assess a resident’s progress, the resident shall be evaluated in accordance with the appraisal schedule established by the Collective Bargaining Agreement, which in most cases would be during the second year of residency. Teachers shall remain at the resident level until they meet the criteria outlined for a career teacher.

**CAREER LEVEL**

In order to become a career level teacher, a teacher must have served at the resident level for at least two years and have earned a continuing contract with the Cincinnati Public Schools.

Teachers at the career level are expected to carry out their professional duties with less supervision than teachers at the intern and resident levels. A career level teacher will have the professional autonomy and responsibility to design an effective and educationally sound instructional program consistent with the adopted course of study. Conferring and consulting with other professionals during the planning of instruction is encouraged. Career teachers shall be required to show evidence of daily preparation for instruction including lesson plans. However, the routine submission of written, daily lesson plans to the principal or assistant principal on a schoolwide or districtwide basis will not be required of career level teachers.

Career level teachers are encouraged and expected to continue to grow in their profession. They should participate in professional growth activities, keep current in their field of teaching, and continue to expand their teaching strategies and ideas. They should be provided opportunities to observe other teachers in and out of the system, attend conferences and professional meetings, and take tuition free university courses taught by lead teachers providing such courses become available.

Career level teachers are expected to participate in setting the educational direction for the school district by serving on joint committees, particularly those which develop curriculum, select textbooks, and design and implement new programs. They are also expected to serve as motivators for other teachers and as role models to encourage others to enter the field of education.

Because of their experience, knowledge, and expertise, career level teachers, along with lead teachers, shall get priority consideration for opportunities such as summer school, sabbatical leave and vacancies in night school and home instruction.

**LEAD TEACHER LEVEL**

**Minimum Requirements**

Teachers at the Career Level with five years of consistently satisfactory or above teaching of which the last three have been, at the minimum, half time employment in the Cincinnati Public Schools, and who are currently full time shall have the opportunity to apply to the Career in Teaching Panel (CTP) for assessment and, if credentialed, to be considered for lead teacher positions.

**Roles and Responsibilities of Lead Teachers**

Lead teachers are considered the highest quality teachers in the district. Lead teachers must have demonstrated a high level of teaching competence as well as being self motivated with the ability to motivate others. They should have a positive impact on their individual work site, the school district, and the community. They will interact with a wide and varied audience and have a wide range of responsibilities, which will utilize their areas of expertise. Lead teachers, who are recognized as being in the forefront of their field, will share this expertise with others. Current issues relating to quality instruction and student achievement will receive priority attention from lead teachers. Lead teachers will work to establish a positive school climate in order to demonstrate effectively their skills. This climate...
must consist of support, collaboration, flexibility, trust, accountability, and a degree of autonomy to exercise their professional judgment.

The primary and most important role of lead teachers is to provide quality instruction to students. In addition, lead teachers will serve at both the local and systemwide level, in the following roles. The descriptive position titles relating to each role are listed below. By agreement, the parties may create new roles or position titles or amend those listed below.

**Assessors** observing, assisting, and, when appropriate, evaluating other professionals.

**Consulting Teacher** assists and appraises teachers in the Peer Assistance and Evaluation Program.

**Trained Teacher Observer** provides assessment data to the Career in Teaching Panel as part of the credentialing process.

**Developers** creating, germinating, researching and implementing new ideas and techniques.

**Curriculum Specialist** assists in the development and/or implementation of curriculum; demonstrates the use of educational technology within a given subject area; provides ongoing support to teachers in specialized or small teaching fields.

**Consultants** conferring with and advising professional educators and educational consumers in an area of expertise.

**Student Specialist** demonstrates to and consults with all staff regarding a specialized group of students, such as high risk, gifted/talented, handicapped.

**Parent Education Specialist** provides services to community and parents for the purpose of increasing participation in the educational program.

**Demonstrators** explaining, exhibiting, and teaching in order for others to benefit from an area of expertise and specialization; teaching in a classroom open to observation in order for others to benefit; piloting new programs; disseminating research, and providing in-service training on instructional techniques and curriculum.

**Demonstration Teacher** serves as a model teacher that others can freely observe; works with a wide range of teachers.

**Clinical Faculty** serves as adjunct university faculty member in a professional practice school or in other teacher education programs operating within the district.

**Coordinators** managing and directing appropriate teaching-learning activities within the school and/or school district.

**Primary Level Leader/Intermediate Level Leader**

**Team Leader**

**Subject Area Leader (Department Chair)**

Each of these positions serves at the local school providing instructional leadership to other professionals; may also serve as a coordinator of interdisciplinary team at the building level; serves as a mentor for new teachers at the local school level; assists teachers new to the building upon request.

**Program Facilitator** serves as a catalyst for new or special programs during their first two years; responsible for the successful implementation of the program.

**Educational Service Personnel Specialist** provides appropriate leadership to specialized position classifications, such as counselor, psychologist, visiting teacher, librarian, and teacher librarian; serves as a mentor for new educational service personnel; serves as a consultant offering voluntary confidential assistance to other educational service personnel in order to improve their skills.

Additional roles and positions may be recommended by the Career in Teaching Panel.
Position descriptions are available for the functional titles listed above, developed by a subcommittee established by the Career In Teaching Panel with the guidance of the Human Resources Department and with substantial input from the parties to be served by the position. The position description is designed to give prospective lead teachers an understanding of the knowledge, skills, and abilities required of the position as well as the position responsibilities. Any new functional titles shall have the position description developed in this manner or another mutually agreed to by the parties.

Position Descriptions for School-Based Lead Teachers

The job descriptions for school-based lead teachers shall be revised by the Career in Teaching Panel to be in effect for the 1994-95 school year. The emphasis shall be on improving teaching and learning by providing instructional support to their constituents.

The duties shall include:

- lead their team, department, or level to improve instruction and student achievement taking responsibility for the effective functioning of their unit.
- determine, with their team, department, or level, broad instructional goals for the year.
- lead monthly team, department, or level meetings to monitor and evaluate progress toward those goals.
- monitor their team, department, or level for compliance with the curriculum.
- assist teachers being evaluated, and when appropriate, coordinate their efforts with the evaluator(s).
- coach and mentor teachers, working with them in classroom settings.
- will participate with the principal in the selection of teachers or paraprofessionals who serve on their team.
- shall participate in leadership discussions and decisions regarding the instructional program.
- attend 4-6 district wide lead teacher meetings per year.

CREATION OF NEW POSITIONS

Any positions that fall within roles or position titles contained within the plan shall be filled by lead teachers in accordance with the provisions of the plan. Further, teachers who provide direct services to students as the major part of their day to day duties are not lead teachers.

Teacher in charge of instruction at Juvenile Court shall retain the title and compensation until such time as the position becomes vacant or the incumbent receives lead teacher credentials.

The Board may create additional jobs within roles and position titles contained within the plan. If the Board desires to create a new position that does not fall within the roles and position titles contained within the plan, the parties will seek agreement to amend the plan or negotiate regarding terms and conditions of employment for the position outside the plan. If the parties are unable to agree, the Administration may create and fill the job. However, such action is subject to challenge by CFT through remedies available under the Collective Bargaining contract and applicable law.

LIMITS ON LEAD TEACHER TERMS

No teacher shall serve in a full released time position more than two years. However, after serving two years in such a position, a lead teacher may reapply and may be re-selected if s/he is assigned to teach at least two periods at the secondary level or an equivalent amount of time at the elementary level. If the position is continued as a full released time position, another lead teacher shall be assigned to the position. However, prior to the position being posted, the Career in Teaching Panel may recommend, based on program requirements or conditions of an external grant, that the position be identified as full-time released for up to four years. Approval by the Federation President and Superintendent is required.

LEAD TEACHER ASSESSMENT AND CREDENTIALING PROCESS

Phase One - The Application Period

The purpose of this phase is to review and evaluate the teacher's application for lead teacher status. Application period(s) shall be determined by the Career in Teaching Panel, allowing all eligible teachers who desire consideration the opportunity to complete a standard application form. The Career in Teaching Program is committed to having lead teachers reflect the diversity in the CPS teaching staff. This application shall include such information as teaching experience, professional growth activities,
educational background, career plans, and a statement as to why one desires to be a lead teacher. Also included will be a statement on how the applicant has implemented his/her beliefs about teaching. The application will be reviewed and assessed by the Panel based on the following criteria:
Lead teachers must demonstrate through their application:

- leadership in their profession.
- effective communication skills.
- involvement of parents and the school community in their education program.
- teaching techniques and curriculum development which is effective with children from all backgrounds and abilities.
- a consistent pattern of professional growth.
- articulation of their convictions about teaching.
- cooperation and collaboration with others.
- commitment to teaching as a career.
- how the applicant has translated his/her educational philosophy into an effective and meaningful instructional program for children.

All applicants will be notified of their status in writing by the close of the school year. The lead teacher assessment and selection procedure will assure that teachers assessed and credentialed the second semester of any school year have full opportunities to apply for lead teacher positions for the following school year. Those who successfully complete the application by meeting the basic criteria will proceed to phase two. Any teacher not meeting these criteria will be sent a summary sheet identifying the criteria not met and may not reapply during the next application period. All applicants have the opportunity to appeal the Panel’s decision according to the appeal procedures outlined in this document.

Applicants for and teachers serving in lead teacher positions may not also be applicants for an administrative position or participants in the screening process for such positions. However, teachers may withdraw such applications or requests in order to apply for a lead teacher position. A lead teacher in a position may not be appointed to an administrative position while serving as a lead teacher.

**Phase Two - Credentialing**

**Scheduling of Phase II Assessment**

The Career in Teaching Panel shall have the authority to establish priorities for scheduling applicants for Phase II assessment. Only teachers who have completed, at minimum, six years of teaching experience are eligible for Phase II assessment.

**Function of Trained Teacher Observers**

Those continuing will be assigned either first or second semester to a Trained Teacher Observer (TTO). The function of the TTO is to gain knowledge of the applicant’s teaching skills and to make a final report to the Panel regarding the applicant’s potential for lead teacher. This comprehensive report will be based on classroom observations, review of the personnel file, and structured interviews with two teachers (selected from a list provided by the applicant of six teachers which includes the relationship of the teachers with the applicant), the principal, and, if needed, one additional administrator familiar with the teacher’s work. If further data is needed, the Trained Teacher Observer may acquire additional data from others who have knowledge of the teacher’s performance.

The TTO will be released at least part time for the purpose of assessing lead teacher applicants. The exact number shall be determined within the plan from year to year based on the number of applicants. Some TTO’s will serve at the elementary level, while others will serve at the secondary level.

**Trained Teacher Observers**

The Career in Teaching Panel shall select the TTO’s for no more than a two year term from eligible lead teacher candidates. Preferably, applicants shall have been either a consulting teacher or have comparable experience with classroom observations. Training, including, but not limited to, the assessment process, the use of assessment instruments, and the district’s curriculum and programs shall be developed by the Career in Teaching Panel and implemented prior to the TTO’s assuming their duties and responsibilities.
Classroom Observations

Lead teachers must demonstrate in their classroom:
- a highly effective instructional program.
- excellent classroom management which encourages student self-discipline.
- readiness for the delivery of instruction.
- inspiration and involvement of students in their own learning.
- a positive approach to conflict resolution.
- a proactive approach to human relations.
- a caring attitude toward students.
- use of a variety of approaches to teaching.
- a command of subject matter and presentation in an engaging, effective manner.
- respect for the individual differences of students.

Upon receipt of the assignment, the Trained Teacher Observer will notify the applicant, the principal, and the supervisor of the credentialing review. Prior to actual classroom visitation, the TTO shall meet with the applicant to attain any information s/he deems important. A minimum of four announced and unannounced observations shall be conducted by the TTO within forty school days of the initial meeting.

At the secondary level, at least two observations should be for one class period. At the elementary level, at least two observations should be a minimum of 45 minutes. Each observation shall be conducted utilizing a standard observation form developed for this process. If the principal or supervisor observes the applicant during the credentialing period using the adopted form, the observation form should be submitted to the TTO for inclusion in the final report. All observation forms will be available to the applicant upon request.

Report to Panel/Credentialing

After completing all aspects of the credentialing review, the TTO will write a comprehensive report with a recommendation regarding the credentialing of the applicant as a lead teacher. All related forms and documentation shall be attached to the report.

The six-member Career in Teaching Panel shall review the report of the TTO, as well as the teacher application and any other related forms and documentation prior to making a final determination for lead teacher credentialing. The panel will dialogue with the TTO and may elect to dialogue with the applicant if further information or clarification is necessary. The panel will determine whether the applicant will be credentialed. At least two thirds of the members of the full panel are required to credential someone to become a lead teacher. If the panel is tied, the recommendation of the TTO would automatically go to the four-member Appeal Panel and through the Appeal Process. The Appeal Panel must confirm the recommendation of the TTO by at least a three fourths majority of the full panel. If the Appeal Panel is tied, the teacher will be assigned to another TTO to begin the entire process over again. If the second TTO recommends that the teacher be credentialed as a lead teacher it shall take a majority vote of the full Career in Teaching panel to reject the recommendation.

Those individuals who are unsuccessful in the credentialing process shall be informed by the Panel along with a summary sheet and other documentation developed by the Career in Teaching Panel aimed at assisting the teacher in developing a program of professional improvement. Unsuccessful applicants may not reapply during the next application period. All applicants have the opportunity to appeal the Panel’s decision according to the appeal procedures outlined in this document.

Re-evaluating Lead Teachers

Those credentialed as lead teachers shall be reassessed every five years to determine continuation of lead teacher status. This reassessment process will be developed by the Career in Teaching Panel and will include a self-assessment component. Any regular appraisal which may be scheduled for the same school year as the reassessment shall be postponed until the following school year, unless the lead teacher requests that both be conducted during the same school year.
COMPENSATION OF LEAD TEACHERS

The compensation for each lead teacher position will be determined by the parties based on the skills, knowledge, responsibilities, and time required to accomplish the requirements of the position. The following positions will be lead teacher positions beginning with the 1991-92 school year. These figures are over and above the contractural salary.

<table>
<thead>
<tr>
<th>Position</th>
<th>Released Time</th>
<th>$ Am’t</th>
<th>Addit’l Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subject Area Leader:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>at least 5 but less than 12 members</td>
<td>1 period</td>
<td>$5000</td>
<td>5</td>
</tr>
<tr>
<td>12 or more members</td>
<td>1 period</td>
<td>$5500</td>
<td>5</td>
</tr>
<tr>
<td>Interdisciplinary Team Leaders</td>
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<td></td>
<td></td>
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<tr>
<td>at least 4 members</td>
<td>0</td>
<td>$5000</td>
<td>5</td>
</tr>
<tr>
<td>Primary Level Leader</td>
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<td></td>
<td></td>
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<tr>
<td>at least 5 but less than 12 members</td>
<td>1 period</td>
<td>$5000</td>
<td>5</td>
</tr>
<tr>
<td>12 or more members</td>
<td>1 period</td>
<td>$5500</td>
<td>5</td>
</tr>
<tr>
<td>Intermediate Level Leader</td>
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<tr>
<td>at least 5 but less than 12 members</td>
<td>1 period</td>
<td>$5000</td>
<td>5</td>
</tr>
<tr>
<td>12 or more members</td>
<td>1 period</td>
<td>$5500</td>
<td>5</td>
</tr>
<tr>
<td>Consulting Teacher</td>
<td></td>
<td>$5500</td>
<td>5</td>
</tr>
<tr>
<td>Curriculum Specialist Implementor</td>
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<td>$4500</td>
<td>5</td>
</tr>
<tr>
<td>Trained Teacher Observer</td>
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<td>$5500</td>
<td>5</td>
</tr>
<tr>
<td>Program Facilitator</td>
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<tr>
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<td>min. half day</td>
<td>$5000</td>
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Some of these positions may need additional days beyond those listed above. These days will be compensated at the teacher's daily rate of pay.

The stipend for other lead teacher positions established or implemented in the future may be greater than or less than the amount determined for the 1991-92 positions.

Lead Teachers - Use of 5 Days Extended Time

The five extended days of the lead teacher's assignment shall be within the scope of the lead teacher responsibilities at the local school or site. The scheduling of these days shall be determined by the building administrator. However, newly appointed lead teachers shall receive a one day orientation/training session designed by the CTP and the Program Facilitator at the commencement of their assignment, within the five days.

ANNUAL NEGOTIATIONS

The number of lead teacher positions shall be determined annually by the needs of the district in the Career in Teaching Budget Agreement, but shall be at least ten per cent of the bargaining unit subject, however, to agreement of the parties on the availability of funds, on the program budget and on distribution of lead teacher positions for each year.

In addition to middle school disciplinary team leaders, lead teacher positions may be allocated to other middle school departments or subject areas with 5 or more teachers which are not included in the interdisciplinary teams having 5 or more teachers. Interdisciplinary team leaders may be allocated to high schools for programs based on interdisciplinary teams.
The Career in Teaching Budget Agreement including specific number and types of lead teacher positions, shall be determined during annual negotiations beginning on or about February 1. Such reopener, however, shall not provide the Federation with the right to strike, nor the Board with the right to unilaterally implement, and shall not subject the parties to impasse resolution procedures set forth in O.R.C. §4117.14.

**SELECTION OF LEAD TEACHERS FOR POSITIONS**

Career level teachers credentialed for lead teacher status will be able to apply for lead teacher positions within the district as they develop. Although lead teacher positions will be filled on a year to year basis, lead teachers must reapply for any position after two years.

**Selection of Lead Teachers for School Level Positions**

Selection of lead teachers for school level positions, including program facilitators functioning at the school level, shall be governed by the following provisions. The principal or designee shall convene a screening panel composed of no more than four teachers and the principal/designee. The teachers will be selected by their respective departments. The screening panel will review the credentials of, and interview, candidates. Following the interviews, the screening panel will consider all of the candidates based on the needs of the school. The panel will recommend up to 3 acceptable candidates. However, if there are fewer than 5 candidates, the panel will recommend up to two acceptable candidates. The principal shall either (a) select one of the acceptable candidates or (b) reopen the selection process using the same process as outlined above.

Lead teacher candidates from within the building where the vacancy occurs must be interviewed by the screening panel along with any other lead teacher who has been identified by the screening panel to be interviewed.

All vacancies will be announced. All deliberations regarding the assessment of candidates shall be done in a discreet and confidential manner.

**Selection of District Level Lead Teachers**

Selection of non-building level lead teachers will be made by the administration based on training, experience and individual qualifications of the applicants. If these are substantially equal, seniority shall control the choice.

If a district level lead teacher position serves a districtwide constituency, the selection process shall be the same as above, except the selection panel shall be selected by members of that constituency. The Federation shall facilitate the selection of the screening panel, when necessary. The administrator in the selection process shall be the administrator to whom the lead teacher reports. If a district level lead teacher position has no constituency, then the Federation shall select the members of the selection panel.

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

**Lead Teacher - Right to Return**

A lead teacher who transfers to another school to fill a lead teacher position or who accepts a district level lead teacher position shall have the right to return to the same school and to the same or similar assignment without loss of seniority. A lead teacher who transfers to another school to fill a lead teacher position or who accepts a district level lead teacher position shall have the right to return to the same school and the same or similar assignment without loss of seniority at the end of any school year provided written notification is given to the Director of Human Resources by March 15.

**Lead Teacher Performance Review**

Lead teachers report to the principal and are responsible to the principal and their constituents. The lead teacher shall provide quarterly reports to the principal and screening panel during their term, describing their activities toward satisfying the goals described above. The continuation of lead teachers in a position shall be based on attainment of the team, department or level’s goals and on the lead teacher’s performance of the job description’s duties and responsibilities. A lead teacher may be removed
Career-in-Teaching Program Agreement

from a position effective at the end of a school year, by agreement of the principal and the screening panel for the unit, provided the lead teacher is notified by March 10.

Training for Lead Teachers

Provisions shall be made for all lead teachers to successfully complete a training program appropriate to their responsibilities.

Lead teachers, while credentialed, shall be required to receive at least 6 semester hours college credit, equivalent CEU’s or Mayerson Academy courses, emphasizing teaching and learning issues, to be eligible for reassessment for lead teacher credentials. These credits may also be used to satisfy state certification requirements. Professional development topics for lead teachers shall include:

- (best) instructional practices
- change processes
- classroom management
- coaching and mentoring
- conflict management and negotiating techniques
- professional leadership
- managing stress
- managing the new kinds of relationships with colleagues and administrators
- managing time more effectively
- new developments in their field
- using instructional technology effectively
- diversity in the classroom and workplace, including cultural, gender, age, class, etc.
- writing grants and position papers.

This requirement shall be effective with the reassessments done during the 1997-98 school year.

Career in Teaching Program Facilitator

A Career in Teaching Program Facilitator shall assist the Personnel Office and the panel in implementing the plan. The facilitator shall assure implementation of procedures adopted by the panel. The Facilitator shall report to the Director of Human Resources and be responsible for carrying out the assignments of the Career in Teaching Panel.

The Career in Teaching Program Facilitator shall be selected from a list of interested lead teacher applicants by the co-conveners of the Career in Teaching Panel, the Director of Human Resources and the Federation President.

APPEAL PROCESS

Teachers who apply for a change on the Career Ladder and are denied by the CTP, are entitled to seek a review by the Appeals Panel after any phase of the credentialing process. The review conducted by the Appeals Panel will be limited to verifying that the proper procedures were followed and determining whether the action to deny that status were supported by the evidence. A teacher desiring to appeal shall provide written notification of his/her intent to the Panel along with the reasons for appealing within ten working days of being notified of the CTP's decision.

The Appeals Panel will consist of two teachers appointed by the CFT and two administrators appointed by the Superintendent. The Federation shall appoint lead teachers to serve as members on the Appeals Panel as vacancies occur. This Panel shall meet to review the procedures and evidence for all appeals at least five times a year (once each quarter and once during the summer). The CTP shall be responsible for supplying the evidence to the members of the Appeals Panel for their review in advance of their meetings. Only evidence collected during the credentialing process will be admissible. After reviewing the procedures and evidence, the Appeals Panel shall have the right to call on the teacher, the CTP and/or the TTO to appear before the Appeals Panel for clarification.

Following their review, the Appeals Panel will make a determination as to whether proper procedures were followed and whether the CTP's action was supported by the evidence. Within 30 calendar days of the review, the Appeals Panel will submit their decision in writing to the teacher and CTP. The decision shall either uphold the CTP's action or direct an appropriate remedy.
The Career in Teaching Program Agreement, ratified by the CFT membership and the Board, is an agreement independent of the Collective Bargaining Contract with exceptions listed below. However, the parties agree that the Career in Teaching Program will be governed by the Agreement which is subject to amendment by agreement of the parties (i.e., Federation and Board).

Further, the Collective Bargaining Contract is hereby amended in the process of ratifying the plan to incorporate provisions of this plan which govern: compensation and extended work year requirements for lead teachers, the criteria for advancement to the career level including special provisions for teachers with 10 or more years Cincinnati Public School service, and selection of lead teachers for non-building level positions.

The term of the Career in Teaching Program Agreement shall coincide with the term of the Collective Bargaining Contract, except that either party may terminate the program effective the following school year by giving written notice to the other party by March 1.

The CTP Agreement, as amended by the parties effective March 17, 1997 shall be printed in the Collective Bargaining Contract as an appendix.

President
Cincinnati Federation of Teachers

President
Cincinnati Board of Education

Superintendent of Schools

ACKNOWLEDGMENTS

1987 Career Ladder Committee
Lionel Brown, Principal, Withrow High School
Roger Effron, Personnel Director, Co-Facilitator
Paul Filio, Teacher, Western Hills High School
James Hansjergen, Teacher, Withrow High School
Ralph Jackson, Teacher, Rockdale Elementary
Karen Jones, Consulting Teacher, Crest Hills Center, Co-Facilitator
Debbie Liberi, Teacher, Schroder Paideia
Tom Mooney, President, Cincinnati Federation of Teachers
Diana Porter, Teacher, Western Hills High School
Barbara Schroder, Assistant Principal, Woodward High School
Merri Gaither Smith, Elementary School Supervisor
William Thorman, Jr., Principal, Peoples Middle School
Patricia Torrey, Principal, Chase Elementary School
Robert Townsend, Supervisor, Science
Jerome Tuggle, Field Representative, Cincinnati Federation of Teachers
Gerald Varland, Director, Employee Relations/Communication

1988-89 Career Ladder Committee
Roger Effron, Personnel Director, Co-Facilitator
James Hansjergen, Librarian, Western Hills High School
Ralph Jackson, Teacher, Rockdale Elementary
Karen Jones, Teacher, Rockdale Elementary, Co-Facilitator
Diana Porter, Teacher, Western Hills High School
Barbara Schroder, Director of Instruction, Area II
Patricia Torrey, Principal, Rothenberg Elementary
Robert Townsend, Supervisor, Science
Jerome Tuggle, Field Representative, Cincinnati Federation of Teachers
Gerald Varland, Director, Employee Relations/Communication

The CFT and Board Representatives in the final drafting of the Program in 1989 were:
CFT
Tom Mooney, President
Karen Jones, Teacher, Rockdale

BOARD
Gerald Varland, Director Employee Relations
Roger Effron, Personnel Director
Lynn Goodwin, Deputy Superintendent/Treasurer