

Columbus Education Association

cea

**Master
Agreement
2019–2022**



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AGREEMENT

between

**THE
COLUMBUS BOARD
OF EDUCATION**

and

**THE
COLUMBUS
EDUCATION
ASSOCIATION**

2019–2022

To be in effect until midnight of
the day before the first regular
teacher contract day of August,
2019–2022

Dear CEA Members:

This is your copy of the New Master Agreement between the Columbus Board of Education and the Columbus Education Association. Please read it and use it for your professional and personal benefit.

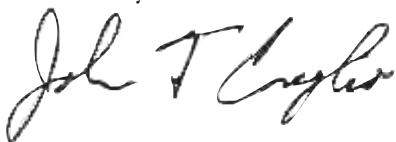
This Agreement represents a huge, tangible step forward for members of CEA. The spirit, dedication and time donated to support the *#ColumbusStudentsDeserve* Campaign was unprecedented. Considerable gains were made in this Agreement to improve the working conditions of our members and the learning conditions of our students.

Many thanks to the officers, staff, representatives and team members who helped in the planning and organization of this bargaining campaign. However, special thanks and a deep sense of gratitude is owed to thousands of CEA Rank and File members who marched, picketed, rallied, and stood in solidarity with the bargaining team. That member support ultimately contributed to the success of this campaign.

No matter our gains, we cannot take our success for granted. We should not expect future negotiations to be easy. We know the right to collectively bargain will always be under attack. We must remain committed to defending and protecting the contractual rights gained for us from the forces who would like to see us fragmented and divided.

Finally, any good contract must be enforced to maintain its value. The Board and CEA have made the commitment to support this agreement. Every teacher and administrator is obligated to enforce this legally binding agreement.

In Solidarity

A handwritten signature in black ink, appearing to read "John T. Coneglio". The signature is fluid and cursive, with the first name "John" being the most prominent.

John Coneglio

CEA Negotiations Team

Core Team

John Coneglio Chief Negotiator, President
Teri Mullins..... Chairperson
Phil Hayes Vice President/Recorder
Izetta Thomas Recorder
Traci Arway Member
Kevin Daberkow Member
Lisa R. Johnson Member
Amy Mondillo Member
J Sanchez Member
Jeremy Baiman OEA Labor Relations Consultant

Team Members

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Heidi Baxter	Gary Metzenbacher
Scott T. Buckley	Michael A. Mundew
Rachel Concitis	Cynthia Price
Becky Coyne	Melanie D. Shafer
Gerry Curran	Taraja Shephard
Cassandra D. Daniels	Denise Sizemore
Keith Emrick	Chad Smith
Claudia Eschelbach	Cynthia Smithers
M.D. (Mary) Ferguson	Samara Strode
Katy Gilboy	Annelise Taggart
Ashley Green	Diana Turner
Tai Hayden	Christopher Weyand
Tracie Helmbrecht	Julie Whitmore
Brittany Herb	Connie Workman
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Jeannette Johnson	Angela Zalenski
Renée Kelley	Dwayne Zimmerman
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Columbus Education Association

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Part I

Master Agreement

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

This Agreement entered into at Columbus, Ohio, this 26th day of August 2019, between the Columbus Board of Education of the Columbus City School District (hereinafter referred to as the “Board”) and the Columbus Education Association (hereinafter referred to as the “Association or CEA”).

Chapter 100

Article 101
Recognition

The Board recognizes the Association as the sole and exclusive bargaining representative for all teachers of the District. For purposes of this Agreement, the term “teachers” shall mean the certificated teaching employees of the Columbus City School District including, but not limited to, certificated/licensed teachers, nurses, occupational therapists, physical therapists, dental hygienists, full-time (minimum of six (6) hours per day and a minimum of thirty-seven (37) weeks per year) hourly-rated teachers, part-time employee positions that are scheduled for more than twelve (12) hours each week during the school year and require licensure from the Ohio Department of Education (“part-time teachers”), part-time hourly-rated tutors who work regularly during the majority of the school year, latchkey teachers and instructional support substitutes. “Teachers” shall also mean other regular full-time professional staff members except classified and civil-service type personnel and except instructional assistants and educational media aides. Members of the bargaining unit as defined above may hereinafter be referred to as “teachers” or “members of the bargaining unit.” However, only those provisions of this Agreement which are specifically identified as applicable to hourly-rated tutors, latchkey teachers, instructional support substitutes, and part-time teachers shall apply to such employees. The bargaining unit shall include a person hired as a regular contract teacher who (a) fails to pass the appropriate PRAXIS test(s) within the first sixty (60) work days and (b) serves in the same assignment for more than forty-five (45) days so long as the person is continued in that same assignment. All employees herein defined as teachers shall be members of the bargaining unit, but said bargaining unit shall exclude the Superintendent, Deputy Superintendent, assistant Superintendents, principals, assistant principals, and other administrative or supervisory personnel. “Other administrative or supervisory personnel” shall include any certificated or professional employee having the authority to responsibly direct other certificated or professional employees and the authority to hire, transfer, assign, promote, discharge or discipline other certificated or professional employees, or to responsibly recommend such action. If the Board of Education reassigns or removes the work of student safety specialists from the bargaining unit, the Board of Education shall have the obligation to bargain with the Association about the effect(s) of the Board’s decision.

Article 102

Responsibility of the Board

It is recognized by the parties that the Board is invested by the laws of the State of Ohio with the management and control of all the public schools in the Columbus City School District. The authority shall include, but shall not be limited to, the right to hire, discharge or discipline teachers, subject to the terms of this Agreement and applicable law, and the authority to make such rules and regulations, subject to the terms of this Agreement and applicable law, and the authority to make such rules and regulations, subject to the terms of this Agreement and applicable law, as are necessary for the government of the public schools, the employees of the Board and the pupils of the schools. Nothing in this Agreement shall constitute a derogation or transfer of the authority of the Board as established by the laws of the State of Ohio.

Article 103

Authority of the Superintendent

The administrative authority of the Board shall be implemented by the Superintendent, Deputy Superintendent, assistant Superintendents, principals, assistant principals, and other administrative or supervisory personnel employed by the Board. The Superintendent shall have the sole authority to direct, assign and transfer teachers, subject to the terms of this Agreement and applicable law.

Article 104

Responsibility of the Association

The Association shall represent all teachers of the Columbus City School District equally and without discrimination, regardless of their membership or non-membership in the Association.

Article 105

Equal Employment Rights

Members of the bargaining unit will not be discriminated against in anyway in the exercise of their employment rights or their rights under this Agreement because of race, sex, sexual orientation, religion, color, national origin, age, gender identity or expression, ancestry, familial status, military status, disability, genetic information or any other legally protected category. The Board and administration will comply with all federal, state and local fair employment laws.

Article 106

Continuous Performance Pledge

106.01 The Association agrees that it will neither cause nor sponsor any strike, "study day," "professional holidays," or other work stoppage during the period of this Agreement. In the event that the Association violates this provision, it shall be subject to appropriate legal penalties and the Board shall be entitled to any other appropriate relief available under law.

106.02 Any teacher who initiates or participates in a strike or other act prohibited by this article will be subject to appropriate legal penalties and the Board shall be entitled to any other appropriate relief available under law.

106.03 The Association will make every reasonable effort to prevent or terminate violations of the pledge.

Article 107

Present Policies

To the extent that any provision of the *Administrative Guide*, other

Board policy, regulation or procedure conflicts with an expressed provision of this Association-Board Agreement, the provisions of the Association-Board Agreement shall have precedence.

Article 108

Board-Association Consultation

- 108.01** During the term of this Agreement, the Board or its administrative agents shall make it a practice to advise the Association President or designees prior to the adoption of new or substantially revised citywide policies, programs or procedures of significant importance to and directly involving teachers.
- 108.02** During the term of this Agreement, the Superintendent and designees shall meet on a regular basis, generally once a month, with not more than five (5) representatives of the Association to discuss matters of policy, procedure, safety, and programs of the school district. In order to promote a free exchange of views, all matters discussed in such meetings shall be considered confidential by all parties unless otherwise noted in the meetings.
- 108.03** All Administrative forms provided by this Agreement shall be mutually acceptable to the Board and the Associations, subject to binding Arbitration in case of dispute. The development of such mutually acceptable forms shall include discussion between the parties of the procedures for the use of such forms. In the event mutual agreement on a form does not occur, the Board shall be free to utilize its preferred form until an arbitrator renders a decision.
- 108.04** All school forms developed by the school district shall be free of sexual stereotyping. The school system may continue to use supplies of forms presently in stock. The Association may advise the administrator of Labor Relations of any forms in need of revision. No form that is in violation of this article shall be the subject of a grievance unless that form has been identified as provided above. Existing supplies of such a form may be continued in use until liquidated.
- 108.05** The Board and the Association shall establish an attendance advisory committee. The committee shall be composed of five (5) representatives appointed by the Superintendent and five (5) representatives appointed by the Association. The committee shall review data to analyze patterns and reasons for employee absences and make recommendations regarding comprehensive, research-based strategies to address the causes of absences. The committee shall meet during the 2019–2020 school year, and it shall make a report to the Joint Labor-Management Committee pursuant to Section 108.02 by June 30, 2020. The committee shall disband on June 30, 2020.

Article 109

Rights of the Association

- 109.01** The President of the Association or designees shall have the right to visit all schools in the District for the purpose of carrying out Association business. Upon entering a school, the President or designee shall first notify the principal of the visitation. In the absence of the principal, notification shall be to the assistant principal or a school office employee. In no event shall such visits interfere with or interrupt normal school operations.
- 109.02**
- A. Unless otherwise mutually agreed upon, the Board shall

continue to supply the Association by the second work day following the pay date, or as soon as possible thereafter, with electronic media containing personnel information for members of the bargaining unit from the computer personnel file. The electronic media shall contain the following data: employee name, street address, city, ZIP code, race code, areas of certification, hire date, Board date, department code, administrative location code, facility code, pay plan, percent of employment, class code and description, check location code and description, dues deduction types and amounts and date. In the event the Board cannot reasonably continue to supply such information in such manner, the parties will meet to determine a feasible course of action. The Board will not be arbitrary or capricious regarding this matter and will notify the Association as soon as practicable whenever they determine the electronic media will be delayed.

- B. The Board of Education shall supply the Association with names and addresses of all new teachers and their administrative assignments within one (1) week after official Board action employing such teachers.
- C. Twenty-five (25) copies of the annual *Building Staff Assignment Directory* and twenty-five (25) copies of the annual *Employee Directory* will be provided to the Association if and when such publications are normally distributed.
- D. The information provided in A, B and C above shall be only for the private use of the Association.

109.03 Membership Dues Deduction

- A. Membership dues of the Association and its district, state and national affiliates, shall be deducted in nineteen (19) equal installments for teachers on plan A and twenty-four (24) equal installments for teachers on plan B on dates defined in Chapter 1400 on the basis of written authorizations supplied by the Association to the Treasurer. The Treasurer shall transmit dues to the Association one (1) Columbus City School business day following the pay date in which the pay was received by the employee or as soon as possible thereafter. Such deduction shall be irrevocable for periods of one (1) year except that authorizations may be withdrawn during a period of fifteen (15) days each year ending September 15, providing that notifications of withdrawal are submitted to the Treasurer during such fifteen (15) day period. The Association shall keep on file a copy of each individual's deduction authorization form.
- B. Authorization shall be on a continuing basis from year to year unless withdrawn in keeping with provision 109.03(A) above. Such withdrawal must be submitted in writing to the Treasurer of the Board, with a copy to the Association. The effective date for a new authorization or a change in an existing authorization shall not be later than the earning period following submission of the new or changed authorization.
- C. The Association shall supply the Treasurer with the dues structure for the following school year by July 1 of each year.
- D. The balance of the annual deductions shall be deducted from the final paycheck of a member resigning the member's

position, receiving an unpaid leave of absence, leaving a bargaining unit position or terminating the member's employment after the opening of school.

- E. The Association will indemnify the Board and Treasurer against liability for all deductions made in accordance with these provisions.
- F. The Association will compensate the Board in the amount of fifteen cents (\$.15) per member per year for the payroll deduction service to be deducted from the first deduction period each school year.
- G. The Board will provide the Association with a single print-out for all organizations showing the members from whom dues were deducted and the appropriate organization. This itemized statement with a transmittal letter will be prepared monthly.
- H. The Association shall have exclusive payroll deduction rights for union dues for members of the bargaining unit.
- I. ***Payroll Procedures and Deductions***
 - 1. United Way deductions shall be continuous from year to year until canceled in writing to the Treasurer's Office. Changes will be made by completing new option cards during the annual campaign period.
 - 2. Salary reductions for annuities and Section 125 accounts shall be determined by dividing the yearly amount by the appropriate number of pay dates per employee.
 - 3. Deductions for missed dues shall be recovered and collected within thirty (30) days of knowledge of the omission. The Association will be promptly notified in writing whenever the above occurs.
 - 4. Amounts for credit union deductions, Association dues, and TBS shall be electronically transmitted by the next Columbus City Schools business day following the employee's pay date.
 - 5. Amounts for annuities and flexible spending accounts shall be electronically transferred by the third Columbus City Schools business day following the employee's pay date when ACH transfer is available.
 - 6. Bargaining unit members desiring to change from pay plan A to plan B or plan B to plan A must do so during the open change period of June 1 to the end of the first week of the next school year.
 - 7. When an employee's bank account is debited by the Treasurer's Office, a credit with the corrected amount must be made at the same time (or manual check on pay date). Advance notification of these actions should be given to the employee as soon as possible.
 - 8. Errors in sick leave and personal leave shall be reported to the Treasurer's Office on a form mutually agreed to by the Board and the Association. Every effort will be made for necessary corrections to be made in a timely fashion generally on the paycheck following the receipt of the report. The processing date of a payroll may cause this correction to be delayed until the following pay date. Whenever corrections are not made on the next paycheck, the Association will be promptly notified.

9. Every effort will be made to correct errors in deductions and entitlements by the following pay date that the error was reported. The processing date of a payroll may cause this correction to be delayed until the following pay date.
10. Tutors shall be paid biweekly after submitting to the payroll office a biweekly certification of hours actually worked. Tutors must submit an enrollment sheet to the office of special education on a monthly basis.
11. Printouts of information provided to the Association may be replaced, by mutual agreement, by electronic media.
12. Supplemental wages will be included in the regular paycheck. The federal tax deduction will be calculated according to method B for supplemental wages in the IRS Circular E, Employer's Tax Guide.
13. Current practice shall be followed for payment of supplemental duties that are not provided for in Article 905 of the current Agreement with the new biweekly pay plan.
14. Unused sick leave shall be cumulative without limit. For contract teachers, sick leave shall accumulate at a rate of fifteen (15) days per year. All such teachers shall be credited with one and one-half (1.5) days at the end of each month. The accruals will occur September through June.
15. The benefits provided in Article 806, 807 and 809 shall be effective for newly employed members of the bargaining unit on the first day of the month after the first thirty (30) calendar days of employment. Such benefits shall terminate on the last day of the month for which the employee has paid for such coverage in case of retirement. Resignations to be effective for the next school year or during the school year will result in insurance benefits being terminated on the day the "final pay" is made. In calculating the "final pay" the treasurer will add back in any prepaid insurance premiums to the day of the pay. The "final pay" shall be made by the thirtieth (30th) calendar day after the teacher's last work day or the date the Superintendent received the teacher's written notice of resignation, whichever is later. Coverage for members of the bargaining unit electing coverage under Article 805 shall be in accordance with the biweekly payroll and deduction schedule.
16. Payment for performance of extra duties listed in 905.01 shall be made in a single payment as soon as practicable following the completion of the performance of the extra duty. Payments shall be made on the sixth, thirteenth, fifteenth and twenty-first pay dates.
17. Government savings bonds deductions shall be provided by January 1, 1998.
18. Eligible tutors may elect the health benefits provided in Article 806 of this Agreement, the dental insurance coverage provided in Article 807 of this Agreement, and the vision insurance coverage provided in Article 808 of this Agreement. The Board shall pay a proportionate

percent of the cost of such insurance, and the eligible tutor shall pay the balance of the premium by the payroll deductions schedule, based upon the number of hours for which the particular tutor is scheduled per week, as follows: fifteen (15) to twenty-five (25) hours, the Board shall pay fifty (50) percent and the employee fifty (50) percent of the cost; more than twenty-five (25) hours, the Board shall pay seventy-two (72) percent and the employee shall pay twenty-eight (28) percent. Determination of eligibility and percentage contribution based on hours is set forth in Sections 1008.05-.06.

19. Election of the coverages must be made during the annual open enrollment period for tutors.
20. The joint Association/Board Payroll Committee that includes the Treasurer or designee will meet as often as necessary to review and correct procedures with regard to the bi-weekly payroll system. The parties are committed to arriving at solutions, short of the grievance process, to any unanticipated problems that may arise from implementation of the biweekly payroll.

109.04 The Association shall be provided bulletin board space in the area of teacher mailboxes in each school for the posting of notices and other materials relating to Association activities. Such notices and other materials shall not include campaign materials or endorsements for candidates in local, state and national public elections. Such materials may be posted by teachers in teachers' lounges. The bulletin board space shall be identified with the name of the Association and Association faculty representative(s) who has the responsibility for maintaining the bulletin board.

109.05

- A. During the term of this Agreement, principals, assistant principals, school clerks, secretaries and other office personnel shall not distribute nor post materials from any employee union or similar organization except to distribute mail which is addressed to employees by name or except where the employee is posting or distributing materials as a function of such employee's role in such an organization.
- B. The Association shall be included on a regular school building mail route.

109.06 Representatives of the Association shall be permitted to transact Association business on school property at reasonable times with the approval of the principal, without charges, provided that this shall not interfere with or interrupt normal school operations. Such approval shall not be arbitrarily or capriciously withheld.

109.07

- A. The President and/or Vice President of the Association, upon request of the Association by June 1, shall be granted an unpaid leave of absence. Such leaves shall be granted for one (1) school year and shall be renewed upon request of the Association by June 1 of each year. The specific individuals on such leaves shall not be changed during the school year except as a result of a change in elected officers of the Association and with thirty (30) days notification to the Board. The President and Vice President shall be given

full experience credit on the salary schedule for the period of such leave.

- B. Upon request of the Association by June 1, up to ten (10) additional designees of the Association shall be granted unpaid leaves of absence. Such leaves shall be granted for one (1) school year and shall be renewed for one (1) school year upon request of the Association by June 1. The increase from six to 10 designees shall be effective in the 2001–2002 school year. Such designees shall not be changed during the school year.
- C. The Association shall reimburse the Board for the cost of the teacher's and Board's contributions to the State Teacher Retirement System on behalf of each teacher on leave as provided in Paragraphs A and B above, which will include the cost for up to 55 additional days (for a total of up to 250 days in each school year) at the teacher's daily rate of pay based on the salary schedules in Article 902. The continuation of insurance benefits for such teachers shall be contingent upon timely monthly payment of the premium to the Board.

109.08 The Association faculty representatives and/or governors may request the principal's permission to use individual school office equipment and audio-visual equipment when such equipment is not otherwise in use. Such permission shall not be arbitrarily or capriciously withheld.

109.09 Upon written request to the Board prior to September 30, the Association shall be provided a regularly scheduled period of fifteen (15) minutes of air time each week on WCBE Radio after 3:30 p.m. for educational programs and announcements (so long as the Board retains the license for WCBE).

109.10 The members of the Association's Board of Governors and/or the Association's faculty representatives shall be permitted to work on Association business in their assigned school buildings until the arrival of their pupils each morning and immediately after their pupils' departure each afternoon provided such activities do not interfere with the regular school responsibilities of such governors and faculty representatives. In addition, members of the Association's Board of Governors and the Association's faculty representatives shall be permitted to leave their assigned school buildings after their pupils' departure in the afternoon in order to attend scheduled meetings of the Association provided such scheduled meetings do not interfere with the regular school responsibilities of such. Governors and faculty representatives who leave their assigned school buildings after their pupils' departure in the afternoon shall advise the building administrator of the nature of their departure.

109.11 Representatives of the Board will not interfere with the faculty representative in scheduled hearings where the teacher is entitled to representation as provided in this Agreement. However, nothing in this provision is intended to limit, in any manner, the authority of the principal to give direction or to discipline the faculty representative except as provided in the scope of this article.

109.12 Board representatives will advise the Association President of the payroll deduction procedures which will be followed by the Board for contributions to Teachers for Better Schools (TBS), to the United Negro College Fund (UNCF) and/or to the Ohio

Tuition Trust Authority (OTTA). Such procedures will include furnishing the names and addresses to the appropriate organization of teachers making such contributions to TBS and such procedures will be developed in consultation with the Association. The reasonable cost recovery realized by the Board shall not exceed two cents (\$.02) per month per deduction for TBS.

109.13 The Association Senior Faculty Representative in each Columbus school will not be assigned duties during the bargaining unit member's duty period.

109.14 The Association will take the primary responsibility for the distribution, collection and filing of deduction forms or cards for charities named in this article.

Article 110

Grievance Procedure

110.01 During the course of this Agreement, problems may arise concerning the alleged violation, misinterpretation or misapplication of the provisions of this Agreement. When such problems arise, an attempt should be made to settle them informally by the teacher or teachers involved and the immediate administrative supervisor. During the effort to settle such a problem at the informal level, the teacher or teachers involved shall advise the supervisor of the section or sections of the Agreement which relate to the problem. A problem which cannot be resolved informally will be processed as a grievance. The grievant(s) shall not be confined to the section(s) referred to in this section when a formal grievance is filed.

110.02 Each grievance shall be processed in the following manner:

Step 1.

- A. Within ten (10) school days after the occurrence of the incident, which is the subject of the grievance, the teacher involved will reduce the grievance to writing, on a form provided by the Board and will present it to the building principal. Upon receipt, the principal will place a copy of the grievance in the Association faculty representative's school mailbox.
- B. Within four (4) school days after the grievance is submitted, the building principal will discuss the grievance with the teacher involved and attempt to resolve it.
- C. Within four (4) school days after this meeting, the principal shall notify the grievant of the decision in writing on the grievance form.

Step 2.

If the grievant is not satisfied with the decision concerning the grievance at Step 1, the teacher may, within four (4) school days of receipt of such decision request the principal to forward the grievance to the Superintendent. Upon such requests being made, the principal will forward the grievance to the Superintendent within two (2) school days. The Superintendent shall schedule a hearing within ten (10) school days of receipt of the grievance, and shall notify the grievant and the Association of the time and place of such hearing. Within five (5) school days after such hearing, the Superintendent, or the Superintendent's designated representative at such hearing, shall notify the grievant of the decision in writing.

110.03 The failure of a grievant to appeal any decision to the next step within the time set forth for such appeal shall constitute a waiver of the right of further appeal, and a final disposition of the

grievance shall be made on the basis of the last decision given. Any of the time limits established in this grievance procedure may be waived by mutual agreement of the parties.

110.04 All grievance hearings shall be held outside of the normal teaching hours of the grievant or grievants involved so as not to interfere with their teaching responsibilities. A representative of the Association shall have the right to be present and may, at the option of the grievant, represent the grievant at all steps of the grievance procedure and arbitration. A teacher shall not be represented or accompanied by a representative of any other employee organization at any grievance or arbitration hearing.

110.05 In the event there is a grievance which involves a number of teachers in one school, it may be submitted as a group grievance. The teachers involved in the grievance will be named on the grievance form.

110.06 The Association may file a grievance at Step 1 on behalf of an individual or on behalf of a group of teachers in one school, or it may file a group grievance at Step 2 on behalf of itself or on behalf of a group of teachers in more than one school.

110.07 As used above in this grievance procedure, the term "school day" shall mean a day when school is in session for students and teachers. If a grievance occurs in such a way that time lines would take the process beyond the end of the normal school year, or if a grievance arises during the summer break beyond the normal school year, the term "school day" shall mean a weekday (Monday through Friday) excluding legal holidays.

Article 111

Arbitration

111.01 If a grievance is not resolved to the satisfaction of the grievant at Step 2 of the grievance procedure above, the Association may make a written request for arbitration within thirty (30) calendar days after receipt of the decision of the Superintendent or designated representative.

111.02 Within three (3) days after this written request for arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators shall be made jointly to the American Arbitration Association. An arbitrator shall be selected from the list submitted by alternately striking names from the list.

111.03 The arbitrator so selected shall be requested to hold a hearing on the earliest date available, and unless such time is extended by mutual agreement, shall issue the arbitrator's decision not later than thirty (30) days from the date of the hearing. The arbitrator's decision shall be in writing and shall set forth the arbitrator's findings of fact, reasoning, and conclusions on the issue submitted.

111.04 The parties recognize that the Board of Education is legally charged with the responsibility of operating the school system. The sole power of the arbitrator shall be to determine whether the terms of this Agreement have been violated, misinterpreted or inequitably applied, and the arbitrator shall have no power or authority to make any decision which modifies, alters or amends any terms of this Agreement or which is violative of the terms of

this Agreement. The arbitrator shall not substitute the arbitrator's judgment for that of the Board, except in the following circumstances:

- A. Where an issue to be determined by the arbitrator is an issue of fact.
- B. Where the issue before the arbitrator involves the interpretation of the terms of this Agreement.

111.05 The decision of the arbitrator shall be submitted to the Board and to the Association and subject to law and the foregoing stipulations of this Agreement, shall be final and binding in respect to the interpretation, meaning or application of any provision of this Agreement. Other recommendations of the arbitrator shall be advisory only and no judgment may be entered thereon.

111.06 The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, as well as the related cost of the American Arbitration Association services, shall be borne totally by the loser. The arbitrator shall designate in the arbitrator's award the prevailing party, or the predominately prevailing party, and shall submit all charges to the other party for payment. Such charges shall not be divided by the arbitrator between the parties in any manner or under any circumstances without prior approval of both parties. The expenses of witnesses and other representatives shall be borne by the party they represent. A stenographic record of the arbitration proceedings shall be made. Each party shall pay for its own copy of such record, and the parties shall share equally the cost of the arbitrator's copy. The parties may mutually agree to forego a stenographic record. ❖

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Chapter 200

Article 201

Academic Freedom

- 201.01** Teachers shall be guaranteed academic freedom. Such freedom shall be exercised within the bounds of general standards of professional responsibility, and shall not prohibit consultation and direction by Board representatives. The right to academic freedom herein established shall include the right to support or oppose political causes and issues outside of the teaching role and the teacher's school-related activities and relationships.
- 201.02** During the term of this Agreement, there shall be no general expansion of the citywide standardized testing program prior to discussion with representatives of the Association as provided in Article 108. This provision shall not restrict the Administration from modifying present tests, from substituting new tests for those tests presently being utilized so long as such substitution does not result in a significant increase in teacher duties related to test administration, from making minor additions to present tests, or from discontinuing a particular test and substituting a different test at that or another grade level so long as the new test does not result in a significant increase in teacher duties related to test administration. Teachers shall conduct testing and student assessment as required for the teacher's particular assignment.
- 201.03** In the event the school administrator changes a student's nine-week grade, the administrator will, as promptly as practical, notify the teacher who gave the original grade. In the event the school administrator changes a student's final grade, the administrator will initial and date such change and, as promptly as practical, notify the teacher who gave the original grade.

Article 202

Association Building Council (ABC)

- 202.01** Each school or CEA Association unit shall have an Association Building Council (ABC) to be organized during the first month of the school year, consisting of not less than five (5) teachers, which will meet with the principal and members of the staff at least once a month.
- 202.02** The Association Senior Faculty Representative shall be a member of the Association Building Council. Except as provided otherwise in this Agreement, two other members of the ABC shall be elected by secret ballot of the teachers at a general staff meeting and the remaining two members of the ABC shall be appointed by the principal. Schools having more than thirty (30) teachers shall, at the request of either the Senior Faculty Representative or the principal, elect one (1) additional ABC member and appoint one (1) additional ABC member as provided above, for every additional twenty (20) teachers or fraction thereof. All members shall serve by consent. The term of office shall be one school year.
- 202.03** The Association Building Council shall be advisory only and is intended to assist the principal and the school staff in developing policies and programs for the school involved. The ABC shall assume the responsibility for being knowledgeable about matters in this Agreement which relate to its functions.
- 202.04** The ABC shall elect a chairperson at its first meeting each year. The ABC chairperson shall prepare an agenda prior to each

subsequent meeting, after consultation with the principal. The ABC chairperson shall record the business of each meeting and shall make a written report of such business to the teachers. It shall be the responsibility of the principal, utilizing the office staff, to provide each teacher with a copy of the agenda no later than two (2) days after receiving it from the ABC chairperson and a copy of the ABC chairperson's report no later than five (5) days after receiving it from the chairperson. The length of the ABC chairperson's report is to be no more than five (5) single-spaced type-written pages unless a larger report is deemed necessary by the ABC chairperson and the principal.

202.05 Each professional staff member shall have the right to have matters placed on the ABC agenda and shall have the right to speak to the ABC on an item which the staff member has initiated unless a majority of the ABC shall vote to limit the discussion. The ABC's meetings shall be open to all teachers in the building, except that a majority of the ABC may declare executive session.

Article 203

Election of Department Chairpersons/Leaders

Prior to the last teacher work day of each school year, the teachers in each of the departments listed in Section 901.01 Assignment Group B may meet and elect one or more consenting candidates as nominees for the position of department chairperson/leader in each of their respective departments. Where no department exists, the Senior Faculty Representative or Association designee will conduct the election. In such an event, the names of the elected nominees shall be submitted to the building principal. The building principal shall include consideration of all such nominees, if any, in the final selection of teachers to serve as department chairpersons/leaders for the following school year. All selections shall be made with the consent of the chosen bargaining unit member. The selection shall normally be made by the close of the school year and the selection announced to the department members by such date. The basis for the selection of department chairpersons/leaders by the principal shall not be arbitrary or capricious.

Article 204

Length of School Day

204.01 Elementary school teachers shall normally be on duty thirty (30) minutes before classes begin, and middle and high school teachers shall normally be on duty fifteen (15) minutes before classes begin. Teachers shall normally remain on duty until they have completed their professional duties, but in no event shall they leave the school prior to fifteen (15) minutes after the close of the scheduled student school day. It is understood that when split sessions are in operation, teacher will leave the schools after their students as soon as possible after 6 p.m.

204.02 The length of the student school day for all elementary schools shall normally be five and one-half (5 ½) hours per day, excluding the lunch period.

204.03 The length of the student school day for all middle and high schools shall normally be seven (7) hours per day, including one (1) class period for lunch. Middle and High Schools shall normally be in session from 8:30 a.m. until 3:30 p.m.

204.04 Except as provided elsewhere in this Agreement, the regular work day for all full-time teachers is to be seven and one-half (7 ½)

hours. Such seven and one-half (7 ½) hours shall include a duty-free lunch period and planning- preparation time. Teachers may contract individually with the Board for extra- duty assignments that may extend beyond the seven and one-half (7 ½) hour day. Full-time hourly-rated teachers and those members of the bargaining unit not assigned to a regular school staff shall have a regular workday not to exceed eight (8) hours. In no event shall a teacher's workday begin before 7 a.m. or end after 6 p.m. except as specifically provided elsewhere in this Agreement, unless the teacher so elects from time to time, or unless the teacher elected employment for, or chose assignment to, a position with a posted work day beginning before 7 a.m. or ending after 6 p.m. Kindergarten teachers employed on a half-time contract shall have their responsibilities as established in this article reduced as nearly as practical by fifty (50) percent, recognizing that the student day in a.m. kindergarten classes in many elementary schools has a duration of three (3) hours.

204.05 In schools that vary their schedules from the normal teacher work day of 8:15 a.m. to 3:45 p.m. or from the normal student day of 8:45 a.m. to 3:30 p.m. in elementary schools and 8:30 a.m. to 3:30 p.m. in middle and high schools, teachers shall be provided lunch periods, conference periods, and other released-time periods stipulated by this Agreement for various assignments approximately equal in minutes per week to those periods provided teachers in schools on normal schedules. Nothing in this provision shall prohibit the Board from developing innovative programs and schedules in certain schools so long as the staff in such a school, by secret ballot, votes approval of such innovation, provided no teacher is required to work in excess of the provisions of Section 204.04 above and provided no teacher is required to work in excess of the teacher's regular contract year. Prior to any such secret ballot vote, the Association Building Council shall study the proposed innovative programs and schedules and shall make recommendations to the staff.

204.06

- A. The lunch schedule for each elementary school shall developed (if possible) by agreement between the principal and the Association Building Council. Absent an agreement, the final determination shall be made by the principal.
- B. No teacher shall be deprived of at least a thirty (30) minute uninterrupted, duty-free lunch period.
- C. Notwithstanding Paragraph B above, the thirty (30) minute duty-free lunch period may be interrupted if the Administration determines that it is feasible, and an elementary school staff, by majority in a secret ballot vote, elect a forty-five (45) minute lunch period. Such forty-five (45) minute lunch period shall remain in effect for the remainder of the school year and shall continue the following school year unless the Administration determines such continuation is not feasible or the staff elects not to continue the forty-five (45) minute lunch period the following school year.

204.07 It is understood by the parties that during the term of this Agreement, elementary school schedules may be adjusted in order to accommodate transportation needs provided the normal pupil day shall not begin before 8:30 a.m. not later than 9:00 a.m. In addition, the normal teacher work day, as provided in Section 204.04 and the normal length of the school day, as provided in Section 204.02 shall not be exceeded.

204.08 In the event a court-ordered pupil reassignment plan is implemented, the starting times for schools will be staggered as needed by the Office of Management Services in order to provide for the efficient utilization of buses. It is expected that schools may begin operation as early as 7:30 a.m. or as late as 9:30 a.m. The lunch schedule for elementary schools may vary between 45 minutes and 1 hour and 15 minutes and may be modified by the Office of Management Services. Such modification by the Office of Management Services shall only be made on a school-by-school basis where the need exists to accommodate bus schedules. No teacher shall be deprived of at least thirty (30) minute uninterrupted duty-free lunch period. The thirty (30) minutes before classes and fifteen (15) minutes after classes provided in Article 204.01 will normally be changed to forty-five (45) minutes before classes and fifteen (15) minutes after classes in elementary schools with a one-hour lunch period established as a result of this provision.

Article 205

Building Staff Meetings

205.01 All teachers assigned to a school building will be required to attend two (2) regular building-level staff/in-service meetings per month if called by the principal of that school. In-service meetings tied to the early release of students shall not count as one (1) of these two (2) meetings. In-service meetings will include topics related to multicultural education. Except in the case of emergency, or as provided below, such required staff/in-service meetings will not extend beyond forty-five (45) minutes after the teacher's scheduled workday.

205.02 In addition to the regular building-level staff/in-service meetings, the principal, in consultation with the Association Building Council, may schedule two (2) forty-five (45) minute building level staff meetings per month and/or extend one (1) required building-level staff/in-service meeting per month a maximum of thirty (30) minutes beyond the limitations in 205.01 above for purposes of staff development. Attendance at such additional meetings or extension will be voluntary unless a majority of the staff has voted by secret ballot to require attendance at a particular meeting. In the case of such meeting, at which attendance is required, the Association Building Council shall assist the principal in developing the program and agenda.

205.03 Announcements concerning Association activities may be made by the Association's faculty representative at the conclusion of staff meetings.

205.04 Regular building-level staff/in-service meetings will normally be scheduled on Mondays. If, due to unusual circumstances, there is a need to hold a meeting on a different day, the staff will be advised as far in advance as is practical and reasonable. Except in the case of emergency, the principal shall not schedule building-level staff/in-service meetings in the afternoon of the first Thursday of each month during the regular school year.

205.05 The principal shall designate one full day at the beginning of the school year as being for the teacher's own professional utilization at the teacher's assigned building.

205.06 Notwithstanding Sections 205.01 and 205.04 above, citywide programs teachers who are assigned to school buildings

may be required to attend two (2) citywide program after-school staff/in-service meeting on a pupil attendance day during the school year. Announcement of this meeting shall clearly state attendance is mandatory. This meeting shall not exceed one and one-half (1 ½) hours in length.

205.07 The parties agree that, in the event the Board determines to pilot a longer school year and/or longer school day during the term of this contract, the parties will bargain this issue in good faith recognizing that time is of the essence. Such pilot programs will not be implemented without agreement of the Association.

Article 206

Teaching Environment and New Buildings

206.01 Copying machine(s) (or technologically more advanced equipment) and computers shall be made available in the teachers' workspace, classrooms and/or teachers' lounges. The number of copiers and their capacity shall be equitably distributed among school buildings consistent with funds appropriated and budgeted for such purpose. Copiers shall be maintained and repaired as soon as possible. The district shall continue to implement secure, advanced technology for teacher access to enter school and student information.

206.02 Each classroom shall have sufficient chalkboard/whiteboard and bulletin board space and, effective January 2020, a telephone. Each classroom will have a computer and projection capability. In addition, students shall have equitable access to district technology. The Board shall continue to provide instructional materials and equipment, within budgetary constraints, to implement the District's educational goals and objectives and to meet students' needs pursuant to Board policy 2520.

206.03 Teachers shall be permitted to have coffee making devices and coffee and soft drink vending machines in the teachers' lounges as space permits. Teachers shall be permitted to have efficiency-type ranges, microwave ovens and refrigerators in teachers' lounges as space and the availability of utilities permit. All such devices and equipment shall be maintained by the faculty. Teachers shall not be required to perform the custodial duties in the staff lounge and shall not be required to prepare food, clean tables or perform other significant custodial chores in connection with the lunch programs. Teachers who use the staff lounge or use the appliances in the staff lounge may be required to share in the cleaning of the appliances, to keep their personal property cleaned and stored and to leave their eating area in a clean and orderly condition. The expenditure of any profits realized from the above-mentioned vending machines shall be in accordance with guidelines established by the principal in consultation with the Association Building Council where the development of such guidelines are requested by the Association Building Council.

206.04 Classroom interruptions by the public address system shall be permitted only in the case of an emergency. Regular announcements shall be made only at the beginning and the close of the school day. Other classroom interruptions for administrative or other purposes shall be held to a minimum.

206.05 The parties agree that consistent with Board appropriations, building budgets and the district facilities plan(s), all school buildings should be provided with adequate resources and

equipment in a safe infrastructure, with reasonable attention to lighting and snow and ice removal in school parking lots. The Board shall make reasonable efforts, taking into account timing, transportation, cost and other relevant considerations, to address lack of power, heat or water in a building in a manner that is safe and promotes the well-being of students and teachers. Complaints about alleged non-compliance with EPA or OSHA regulations are subject to the following process, notwithstanding the provisions of R.C. 4167.10 (B)(1) regarding the existence of imminent danger:

- A. An employee or Association representative shall file in writing a health and safety complaint with the immediate supervisor or principal within five (5) work days of the occurrence of the alleged violation.
- B. If the immediate supervisor or principal does not respond in writing to the alleged violation to the satisfaction of the employee/Association within ten (10) work days, the employee or the Association may appeal the complaint to the Director of Buildings and Grounds by filing a written appeal with the director within five (5) work days of the immediate supervisor/principal's response or due date to respond. The director or designee shall respond in writing to the complaint within ten (10) work days of submission of the appeal. If the corrective action is identified in the response, then the response shall include a planned date of project completion.
- C. After receiving the response from the Director of Buildings and Grounds, a bargaining unit member who is dissatisfied with the disposition of the Health and Safety complaint may file a complaint with the Ohio Bureau of Workers Compensation Public Employees Risk Reduction Program (PERRP) using Form SH-6.

206.06 Not less than one room appropriately furnished and vented shall be reserved as a faculty lounge with workspace unless workspace is provided in another room.

206.07 Where an extension telephone for the use of the professional staff is not presently available in a school building, one shall be installed upon request of the Association Building Council. The location of the extension telephone shall be determined by the principal. Such telephones may not be locked during the normal school day or teachers otherwise unreasonably inconvenienced in their use.

206.08 The Board recognizes that clerical responsibilities detract from the effectiveness of the classroom teachers; therefore, a continued effort shall be made, with this Agreement, to avoid substantive increases in such clerical work. However, the parties recognize that, in the event reductions in school personnel are necessary, such reductions may adversely impact the Board's effort.

206.09 The following shall be provided in each school built or substantively remodeled as a result of the passage of the November 2002 bond issue:

- A. A lunch area for teachers separate from that of pupils;
- B. Adequate storage facilities in which teachers may store instructional supplies;
- C. A workroom available for use of teachers containing the equipment and supplies necessary for the preparation of instructional materials.

- 206.10** The expenditure of any profits received from fundraising projects for a school's General Fund in which teachers were directly involved may be considered by the Association Building Council with appropriate recommendations to the principal.
- 206.11** Upon request, any teacher shall be advised in a reasonably prompt manner of the status of the various school fund accounts.
- 206.12** It shall be the responsibility of the building principal to see that the Board of Education's adopted expulsion, suspension and removal regulations are prominently posted in each respective building. This section is not subject to the grievance procedure.
- 206.13** Elementary classroom teachers required to permanently change classrooms on or after the workday prior to the first student attendance day during a school year, shall be provided one (1) school day without pupils to accomplish such move.
- 206.14** New and renovated elementary buildings shall be designed with rooms for art and music classes. The Board shall make reasonable efforts to designate specific rooms for both art and music in elementary buildings for the particular school year and physical facility. Beginning with the 2020–21 school year, if in the unusual circumstance where an art or music room is under consideration for repurposing, the Superintendent or designee will provide written notice to the building Senior Faculty Representative for that building at least seven (7) days before repurposing. A meeting of the Association Building Council will be convened seven (7) days after the written notice for the purpose of providing Association representatives the opportunity to present alternative space allocation plans. If a space is repurposed, the Association Building Council will convene by the end of the school year to discuss the use of that instructional space for the upcoming school year.
- 206.15** The Parties agree to create a joint committee under Article 506 to determine by May 1, 2018, where and how it would be possible to provide each staff member a secure location, cabinet, locker, or drawer in which to lock personal items and/or confidential files. The joint committee shall take into consideration the staff members' need to protect their personal possessions and personally identifiable student information, existing secure spaces, the varying space configurations of buildings, and costs of possible solutions. "Staff member" for purposes of this section 206.15 shall be determined by the joint committee.
- 206.16** The Board and the Association shall establish a Labor-Management Health and Safety Committee. The committee shall be composed of four (4) representatives appointed by the Board and four (4) representatives appointed by the Association. The duties of the committee will be to identify health and safety related problems, evaluate current and recommend, as appropriate, new health and safety work practices and procedures, improve communication about the work order process, and promote awareness and encourage compliance with health and safety practices and procedures. The committee shall meet quarterly. A designee of the committee shall report at least annually to the Joint Labor-Management Committee pursuant to Section 108.02.

Article 207

Guidelines for Classroom Visitations and Teacher Conferences

The Association and the Board wholeheartedly support parent and community involvement in schools and encourage members of the community to visit the schools and confer with teachers. However, because of the potential interruption and disruption of children's education posed by uncontrolled classroom visitations and conferences, the Board hereby adopts as its policy the following guidelines for public or parental visitations in classrooms in order to minimize disruption of the educational process.

- A. All visitors must check in at the office upon entering the school.
- B. The visitor shall be escorted to the classroom unless the teacher is expecting the visitor and directions to the visitor will be sufficient. In the latter case, the teacher should be advised by the office so the teacher will know the office is aware of the visitor's presence.
- C. Where practical, visitations should be by prior arrangement with the teacher. Visitors should inform the teacher of the general purpose of the classroom visitation or conference in advance.
- D. Teachers shall have the right to reschedule a visitor when prior arrangements have not been made.
- E. Where practical, the visitor and teacher should arrange a conference to discuss a classroom visitation.
- F. No electronic devices will be used to make any record of the visit or conference except by agreement of the teacher.
- G. Every effort will be made to minimize the amount of disruption caused by such visits. In the event a problem develops in a given school with regard to application of the guidelines provided in this article, an effort shall first be made by the teachers involved to resolve the problem directly with the principal before the filing of a grievance.
- H. The parties agree and acknowledge being responsive to parental requests for information or a conference is a high priority. If a parent is present at a building and is not being disruptive, the teacher shall make every effort to attend and participate in a conference with the parent if the principal or designee so arranges. If reasonably possible, the conference shall occur outside the student instructional day.

Article 208

Classroom Atmosphere

208.01 The Administration recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. It is the responsibility of the teachers and Administration to provide an atmosphere within the classroom and within the school building that is conducive to learning. Administrators are to administer the discipline policy for their school or program and are to provide appropriate administrative support to teachers that is legal and consistent with Board policy (currently including the Guide to Positive Student Behavior). Teachers and administrators are to abide by such specific Board-adopted disciplinary policy as may now be in existence or may be replaced or modified.

208.02 Teachers shall not administer corporal punishment. Nothing in this Agreement is intended to abridge the rights of teachers provided in Section 3319.41(G) of the Ohio Revised Code.

- 208.03** The principal, in consultation with the Association Building Council, will establish procedures for the administration of all forms of discipline within the school. Such will include procedures related to suspension and recommendation for expulsion. Written building discipline plans shall be in place at the beginning of the school year. Failure of a principal to establish a building discipline plan by the first day of student attendance is grievable at Step 2 of the grievance procedure. In the event the principal is newly appointed, transferred or assigned, such failure must first be brought to the principal's attention in writing at least ten (10) calendar days before the grievance is filed in order for the principal to develop or finalize a building plan. Nothing in this paragraph shall be interpreted as a restriction on the right of the Board or Superintendent to establish future policy or guidelines related to disciplinary procedures, provided such right is exercised without specific violation of this Agreement or law.
- 208.04** The removal of a student from a curricular or extracurricular activity by a teacher shall be processed according to the provisions set forth in Section 3313.66 of the Ohio Revised Code. A teacher removing a student according to this provision shall communicate such action on a mutually developed form.
- 208.05** Teachers shall be given released time as required for appearances at administrative hearings and court proceedings arising out of their professional activities, upon as much advance notice as possible to the supervisor or principal.
- 208.06** When a pupil is initially assigned to a class as a result of a central office decision to change the building assignment of a pupil for disciplinary reasons, teachers who will be regularly assigned to instruct such pupil shall be so advised.
- 208.07** If a student inflicts bodily injury on a teacher, the student, after required due process, will be expelled and may, if proper circumstances exist, be permanently excluded from school under Section 3313.662 of the Ohio Revised Code, except as provided in federal and state special education laws. However, expulsion is not required in cases of incidental or accidental physical contact. "Bodily injury" for the purposes of this section means physical injury requiring treatment by a medical doctor for a broken bone or sprain, laceration with stitches or other serious bodily injury. The teacher must promptly report the teacher's injuries in writing to the Office of Human Resources, if possible, and upon request release the teacher's medical records of the injury(ies) to that office. Nothing in this article alters the rights of the Administration, Board of Education, parents or guardians under federal or state law.
- 208.08** If a teacher initiates student discipline which results in a legally required hearing, the teacher shall be sent a copy of all written notices sent to the student's parent or guardian with respect to the hearing and appeal process.
- 208.09** Generally, students will not be transferred to a different building more than once in a school year for disciplinary reasons. Exceptions are unusual circumstances, such as threat of personal injury or damage to a person; or physical injury to a person, as a result of an assault or battery; or where the best interests of the pupil and schools compel a transfer in unusual circumstances. Completion of an assignment to the I-PASS Center is not considered a transfer to a different building.

- 208.10** Each principal shall keep a copy of the 190-Corrective Measures Forms that the principal deems to involve Level 3 behaviors separate from other 190 forms. Upon request, such copies shall be made available in a timely manner for the Senior Faculty Representative for review.
- 208.11** An advisory committee to the Superintendent shall be formed consisting of four (4) administrators appointed by the Superintendent, four (4) Association Representatives appointed by the Association President, and up to four (4) other persons representing different stakeholders in pupil well-being and success mutually agreed upon by the Superintendent and the Association President. By October 2019, a representative of the committee shall report their meeting schedule and agendas to the Reform Panel. At the conclusion of its work, the committee shall make written recommendations to the Superintendent on strategies for success for all students, including restorative practices, trauma informed care, PBIS, and other social emotional learning practices so that students and staff may have a safe and educationally sound learning environment. The goal of this committee will be to maintain students in their current educational learning environment while holding students accountable for their actions and their behaviors consistent with board policy. The committee will also provide recommendations on how to use discipline to change student behavior as opposed to punishing and excluding students from learning and how to effectively design and implement alternative educational settings, including Options for Success. With the assistance of a professional evaluator, the committee will evaluate and review the work of social emotional learning practitioners as identified in the Memorandum of Understanding between the parties and in-school suspension settings in place for the 2018–19, 2019–20, and 2020–21 school years specifically with respect to services to students, impact on student learning and discipline, staffing, job descriptions and funding. The recommendations shall be issued by January 15, 2022. Recommendations of the committee as well as associated data shall be topics of discussion during negotiations for a successor agreement.
- 208.12** Principals shall return all 190 Corrective Measure forms to the originating staff member with the corrective action noted within three (3) work days of receiving it unless there are extenuating circumstances, in which case it shall be returned reasonably promptly. The Principal's disposition shall be entered into the student information system.

Article 209

Co-Curricular Activities and Extra Duties

- 209.01** Assignment of teachers to sponsorship of school organizations where such sponsorship extends beyond the teachers' regular school day and assignment of teachers to the extra duties specified in Section 905.01 of this Agreement will be with the consent of the teacher.
- 209.02** In the event volunteers cannot be secured for the necessary supervision of school events which take place outside teachers' regular work day, teachers may be assigned to supervise at such activities by the school principal, provided such teachers shall be notified of the assignment two (2) weeks in advance where pos-

sible. These assignments will be rotated equally among the entire teaching staff of the school so that no teacher will be required to supervise more than five (5) such activities per school year. Such required supervisory assignments shall not extend more than three (3) hours in length or the length of a normal school-related evening activity.

209.03 Teachers may voluntarily use their personal automobiles for the purpose of transporting students on field trips, transporting athletic teams or other business of the Columbus City Schools, but may not be required to do so.

209.04 When any member of the bargaining unit is absent for one half of a school day or more and no substitute is available, the assignment shall, in elementary schools, be divided, and in middle and high schools, rotated among the teaching staff at the school involved. In the event no substitute is available:

- A. Elementary teachers who are assigned students from the absent teacher's class shall be compensated at the rate of six times the supplemental hourly rate [6 x supplemental hourly rate] per day divided equally among the teachers receiving the students.
- B. Middle school and high school teachers who are assigned during their conference periods to cover the assignment of the absent teacher shall be paid the supplemental hourly rate for each class period.

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

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

209.05 Except in an emergency, the Board shall provide a substitute teacher for the classes of a teacher out of school for a full school day in order to attend approved functions such as athletic events, tournaments, club activities, Association leave and other professional leave.

209.06 Nothing in these provisions shall prohibit members from voluntarily assisting each other or from temporarily rearranging assignments for purposes of team teaching or other professional activity with the approval of the school principal.

209.07 No teacher shall be required to join any organization, participate in the activities of any organization or contribute to or support any charity. Nothing in this provision is intended to relieve teachers of their required participation in an annual open house and/or an annual parent grade-level meeting where scheduled, provided such required participation shall be counted towards the number of supervisory activities that may be required in Section 209.02 above.

209.08 Teachers shall not be required to sell or process school pictures, tickets of any kind, candy, insurance or other like items if school aides or volunteers are available to perform these functions.

209.09 During the term of this Agreement, a minimum of one half-

time instructional assistant shall be provided for each school for the purpose reducing the amount of duties teachers are required to perform in the supervision of study halls, school yards, lunchrooms and school halls.

- 209.10** Teachers shall not be required to perform the duties of school treasurer.
- 209.11** No elementary teacher shall be required to conduct more than two (2) textbook and two (2) equipment inventories annually.
- 209.12** Members of the bargaining unit who are required by their assignment to travel on their lunch period shall not be asked to assume extra duties during their lunch period.

Article 210

Teacher-Parent Conferences and Reports to Parents

- 210.01** Each elementary classroom teacher and middle school “self-contained” classroom teacher (self-contained is not intended to suggest a middle school with full-day self-contained classrooms) shall attempt to conduct a minimum of two (2) personal conferences per school year with each of the bargaining unit member pupil’s parents. Elementary and middle schools shall utilize the two (2) designated school calendar days in connection with such conferences. Other middle school teachers (those teachers who do not have “self-contained” classrooms) may hold small group parent conferences in lieu of individual conferences; however, an attempt shall be made by such teachers to have personal conferences where a need exists.
- 210.02** If a high school pupil or a middle school pupil in an academic course has been given a failing grade in a teacher’s subject area during any grading period and/or the pupil has been designated as a disciplinary problem by a teacher, the teacher involved shall make a concerted effort to conduct at least one (1) personal conference with the pupil’s parents during the current grading period or the following interim reporting period. In addition, all middle and high school teachers are encouraged to conduct further personal conferences during the school year, as possible, with the parents of the other pupils in their teaching area. Such conferences with parents shall be conducted during the school day, at school, or in the home, and shall be reported to the principal on a form mutually approved by the Board and the Association.
- 210.03** The grade reporting system shall be based on four (4) grading periods per school year, with each grading period covering approximately nine (9) weeks.
1. For grades six (6) through twelve (12):
 - a. Teachers shall have student grades entered into the electronic grade book as soon as practicable following the due date of the assignment to provide timely feedback.
 - b. The grade entry window shall be open beginning ten (10) school days before the end of each grading period and ending the day prior to distribution of grade reports.
 2. For grades Pre-Kindergarten through grade five (5):
 - a. The grade entry window shall be open beginning twenty (20) school days before the end of each grading period and ending the day prior to distribution of grade reports.
 3. All teachers shall have final student grades entered into the elec-

tronic grading system in accordance with the grade mark entry schedule.

- a. Teachers of students in grade twelve (12) shall enter their students' final and fourth quarter grades as soon as practicable following the last day of grade twelve (12) student attendance.
4. Notwithstanding the above, all teachers shall comply with all progress monitoring requirements identified in students' IEPs and/or 504 plans.

210.04 Pursuant to implementation of a uniform elementary grade card format, the District will phase in implementation of a secure electronic advanced technology for teacher access to enter school and elementary student information between the 2005–06 and 2007–08 school years.

210.05 Principles for elementary grade card computer entry

- A. The computer system should be accessible at all times except for routine maintenance and/or scheduled outages.
- B. Teachers should be able to access the system for personal convenience via their personal computers through a net browser. The District shall strive to achieve these goals through education, technology and other means. If the elementary grade card system is generally unavailable for eight (8) or more consecutive hours between the hours of 6 a.m. and midnight or three and one-half (3 ½) or more consecutive hours during the elementary work day due to system failure during the work week after the end of the grading period, teachers will have an extra work day for the deadline to complete report cards. The District is not responsible for teachers' personal computers or their operation.
- C. The report card committee shall:
 1. Consist of four members appointed by the Association, four members appointed by the Superintendent.
 2. The Superintendent and Association President shall mutually agree to two (2) parent(s) to serve as non-voting consultant(s) to the committee.
 3. The purpose of the committee shall be to make recommendations to the Superintendent regarding the format of the report card so:
 - a. Parents may understand the progress being made by their student.
 - b. The effectiveness and efficiency of the grade reports are increased.
 4. The committee shall meet at least once per semester unless otherwise agreed upon by the Superintendent and CEA President. The committee may be disbanded by a majority vote of its members once final decisions have been made on their recommendations.

Article 211

Assignments and Transfers

211.01 *Posting and Filling Vacancies*

- A. All known teacher vacancies for the following school year shall be posted by the first teacher workday in April. Vacancies to be identified shall be those vacancies after reorganization of the existing staff based on the anticipated needs of the following year. Such postings shall describe the vacant

position, including special factors. Examples of such factors are special knowledge, skills or training and extra duties. The posting shall include the deadline and directions for making application. They shall be posted in each school during the school year, and in each high school summer school center during the summer recess. Supplemental postings shall be made as needed.

- B. Teachers desiring to be considered for such vacancies shall apply by the timely submitting of a cover letter, copy of current certification for the position, and resume. Such application(s) shall be made to the appropriate administrator describing relevant information about their qualifications for the known vacancy for which they wish to interview. Applicants who are not yet certified/licensed in Ohio shall provide written information about their intended certification.
- C. Teachers whose applications are to be submitted to the Human Resources Department, will be notified by the Human Resources Department, of the receipt of their applications.
- D. Vacancies will be filled utilizing the interview/selection process. The interview/selection panel in a building will consist of the principal, the Senior Faculty Representative, one elected member of the Association Building Council, and two parents/members of the school community, or an alternative panel as agreed at the building between the principal and Association. The administrator shall determine which applicant is selected for the position. If the administrator's selection does not follow the panel's recommendation, the administrator shall send written notice of the selection to members of the interview panel and to the Association President. The interview/selection panel can utilize subcommittees or delegate any of its responsibilities.
 - 1. Only persons who have completed the joint program training on Article 211 and interviewing may participate on an interview/selection panel. Such training shall remain valid until the parties jointly make significant changes in the Article 211 process.
 - 2. A majority of the interview/selection panel of a building must participate in the interview/selection process. Members of the panel must make themselves reasonably available to participate in the process.
 - 3. The two most senior applicants qualified by certification/licensure for the posted position shall be interviewed. The panel may rely on the seniority dates specified on the applications from applicants.
- E. In the case of assignments to multiple buildings and/or city-wide programs, a similarly constituted interview/selection panel shall be created. A position involving multiple building assignments shall not be treated as a vacancy because of a change in building assignment(s) unless over one-half of the total assignment is changed.
- F. An applicant who accepts an offer to fill a vacancy must complete and sign a selection agreement form.
- G. An applicant who accepts an offer to fill a vacancy is committed to the building or program assignment for three (3) years unless released.

H. A joint committee, co-chaired by the Executive Director for Human Resources and the President of CEA or their designees, shall be appointed to improve the efficiency of and streamline the procedures for the selection process described in 211.01 (D). The joint committee shall implement any procedural changes on which agreement is reached by December 2004.

I. Complaint Review Procedure

1. If a teacher, CEA or the Administration has a complaint about how the procedures of Sections 211.01 are carried out, the person or entity must file a written complaint within ten (10) calendar days of the occurrence. The complaint must be served promptly on the Administration (Labor Relations) and on CEA and must set forth a specific description of the complaint and the facts surrounding the process to which the complaint is addressed. Complaints must relate directly to an alleged violation of the process contained in Section 211.01, not to the merits of the staff member selected. The complaining person shall have the burden of proving a violation(s).
2. A representative of the CEA and of Labor Relations shall meet promptly, review the complaint and decide whether the complaint moves to a neutral conciliator.
3. Within thirty (30) calendar days of such decision, a hearing will be held before a neutral conciliator agreed upon by the CEA and Board. The conciliator will hold an informal hearing at which the CEA and the Administration may introduce evidence and documents, cross examine witnesses and make arguments. Based on what the conciliator has heard and seen at the hearing, the conciliator will issue a decision within ten (10) calendar days. The conciliator will determine whether there has been a violation of Section 211.01 and what the remedy will be. The cost of the conciliator will be borne equally by the CEA and the Board. The conciliator's decision will have the force and effect of a final and binding arbitration award. No grievance alleging a violation of Section 211.01 may be filed, separate from this Complaint Review Procedure.
4. If a final selection of a candidate to fill the vacancy in question has been made, the conciliator has no authority to change or overturn the selection.

211.02 *Involuntary Transfers*

Transfers will be on a voluntary basis, whenever possible. However, correct and proper operation of the school district will necessarily require that involuntary transfers be made. In making involuntary transfers, the convenience and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and best interest of the school district and the pupils. If the teacher so elects, involuntary transfers will only be made after a conference between the teacher, principal and Chief of Human Resources, or the designated representative from the Human Resources Department, concerning the basis for this transfer. The teacher involved may be accompanied by an Association representative of the teacher's choice at such conference. After the date the

above conference has been made available by the Human Resources Department, teachers shall be given a minimum of two (2) school days' notice before receiving students in their new assignment if the transfer is to be carried out. Teachers transferred involuntarily during the school year, after students have initially reported, shall be provided two (2) school days without pupils to work in the school they are leaving and to work in their newly assigned school in preparation for their new teaching duties. At least one of the two such days shall be in the newly assigned school.

211.03 Staff Reductions

- A. Staff reduction transfers which occur because of declining enrollment or because of other personnel reductions at a given school or in a given program shall be based on seniority as provided herein. Seniority shall be measured from the first day of paid status resulting from the most recent employment by the Board as a member of the Association bargaining unit. In case of a tie, the date of Board action to employ shall determine seniority. Except as provided elsewhere, the staff member(s) to be transferred shall be the least senior teacher(s) within the given elementary school's grade level category to be reduced or within the given middle or high school's teaching area to be reduced.
- B. Grade level categories in an elementary school shall be kindergarten and grades 1 through 5. Identification of staff reduction teachers shall be based upon grade level assignment prior to reorganization for the following school year.
- C. The staffing level in each teaching area shall be based upon organizational needs in the given school for the following school year. Identification of staff reduction teachers in middle and high schools shall be based upon the teaching area assignment prior to reorganization for the following school year. Seniority shall be the basic criterion for identification of staff reduction teachers within each teaching area. However, the parties recognize that important organizational and staffing needs in a given middle or high school and the complexities created by and the need to utilize multiple-certificated teachers will not constructively permit a rigid adherence to the basic seniority concept. In the event seniority is not followed in the identification of the staff reduction teacher in a given middle or high school, the teacher being transferred shall, upon request, receive written explanation of the major specific considerations leading to such a decision.
- D. In all cases where a staff reduction will occur, a more senior teacher in the grade level category or the teaching area may elect to volunteer for the staff reduction status.
- E. A teacher shall not be designated for staff reduction transfer if such teacher's transfer would result in a racial balance less than the minimum racial balance practiced in the school system during recent years.
- F. The parties agree that the assignment of staff in middles and high schools in a manner which provides a range of staff skills and interests needed for the various extra-duty assignments is an important responsibility of the Administration. In the event, in a given middle or high school, no teacher on the staff is interested in and qualified to perform the duties and functions of a given extra-duty assignment, then a teacher on

the staff may be transferred on a staff reduction basis. Seniority shall be the basic criterion for identification of the staff reduction teacher. In the event seniority is not rigidly followed in the identification of the staff reduction teacher, the teacher being transferred shall, upon request, receive written explanation of the major specific considerations leading to such a decision.

- G. Beginning with and during the term of this Agreement, in the event the Administration determines that staff reduction is necessary in the city-wide programs listed below, and as further delineated in a September 1, 1983 memo (amended June 3, 1992) from the Office of Labor Relations to the Association, teachers who are staff reduced and continue on paid status shall have reassignment rights to such city-wide programs for thirty-six (36) months. Reassignment shall be on the basis of seniority as measured from the most recent date of employment by the Board as a member of the Association bargaining unit without regard for unpaid leaves since such date.

- Elementary Field Librarians
- Elementary School Counselors
- School Social Workers
- Professional Specialists
- Special Education Teachers (per same program listing as Special Education Coordinators)
- Special Education Consultants
- Work Study Coordinators
- School Nurses
- Staff Development/Human Relations
- Psychologists
- Occupational Therapists
- Physical Therapists
- Student Safety Specialists

211.04 *Job Fair*

Any positions remaining vacant after August 15 will be staffed with unassigned personnel. One job fair shall be held before the start of the school year. Persons may bid for vacancies on the basis of certification and seniority, except in no case may a person bid on a vacancy that a person previously held or has been previously denied during the same school year. The Human Resources Department shall make the final assignment decisions. Vacancies filled through job fair and assignment shall be considered filled for two school years. At the end of the second school year those teachers shall be considered staff reduced.

211.05 *Miscellaneous*

- A. Vacancies that occur on or after the first day of student attendance during the first semester of the school year shall be filled with contract teachers. Vacancies that occur during the second semester may be filled with substitute teachers.
- B. Teachers may express their preferences related to their teaching assignment for the following school year at their assigned building by submitting such preferences in writing to the building principal prior to February 1.
- C. Teachers under contract during a school year will be notified in writing of their teaching assignment for the following school year not later than the close of the current school year. Such notification shall include the teacher's proposed salary, school

assignment and subject assignment. Any change in such assignment required by the needs of the school district will be made known to the teacher, in writing, as soon as possible.

- D. Teachers shall not be involuntarily assigned outside the scope of their teaching certificates/licenses or their major or minor field of certification/licensure, except in an emergency situation. Such emergency assignment shall not continue beyond the remainder of the contract year.
- E. Involuntary transfers resulting from the evaluation process will be made in compliance with Section 211.02 above.
- F. Any position filled by a procedure other than the interview/selection process shall be posted as a vacancy on the first teacher workday following April 1.
- G. A six-member joint Association/Board committee shall be appointed to oversee implementation of Article 211. The joint committee may consider delaying the interview/selection process for teachers in multiple buildings or in city-wide positions, in whole or in part until 1999.

211.06 *Inter-School Travel*

In arranging schedules for teachers who are assigned to more than one school, every effort shall be made to limit the amount of inter-school travel.

211.07 *Instructional Rounds*

Instructional rounds are defined as a tool used for nonevaluative observations of a teacher by another teacher or administrator for the purpose of improving student instruction, practice and student learning.

- A. Instructional rounds and all other tools used for nonevaluative teacher observation shall not be used by the district and/or its agents to supplant, modify or otherwise compromise the standards, procedures and instruments for teacher evaluation recognized and contained within this Agreement.
- B. Instructional rounds and all other tools used for non-evaluative teacher observation shall not be used by the district and/or its agents to supplant, modify or otherwise compromise the content of any part of this Agreement.
- C. Any written document generated as a result of instructional rounds or any other non-evaluative teacher observation shall remain the property of the observer. Said property, whether written or verbal, should not be disclosed or attributed to any individual or classroom. This property, written or verbal, shall not become part of any teacher's personnel file or evaluation.
- D. If either party wishes, the parties will meet to ensure that instructional rounds protocols are implemented in a manner consistent with the expression and spirit of this section. If consensus cannot be reached following this meeting, either party can issue a written notice to suspend instructional rounds until there is mutual agreement that the resumption of instructional rounds will be implemented with the expression and spirit of this section.
- E. Bargaining unit members involved in instructional rounds shall be provided with appropriate training in instructional rounds protocols and adequate time for the meetings and observations to occur within the work day.
- F. The professional rounds team shall include the Senior Association Faculty Representative or Association designee.

Article 212

Residence

During the term of this Agreement, the Board will not adopt a policy requiring teachers who are members of the bargaining unit at the time of ratification of this Agreement to reside within the Columbus City School District.

Article 213

Job Sharing

213.01 Teachers may be granted job sharing opportunities annually subject to approval of the building principal, Superintendent/designee and the Board. The salary and Board cost for insurance fringe benefits (Articles 806, 807, 808 and 809) will be prorated for job sharers based on their share of 1.0 FTE, effective with the 2010–11 school year.

213.02 A joint committee of two (2) persons appointed by the President of the Association and two (2) persons appointed by the Superintendent will review and modify, if appropriate, the existing guidelines for a Memorandum of Agreement, which shall be implemented when signed by the President of the Association and the Superintendent.

213.03 Job share agreements approved in writing by the teacher(s), principal(s) and Superintendent/designee shall be recommended to the Board of Education for consideration. Approved job share agreements can be altered by mutual written agreement of the parties (job share teachers, principal(s) and Superintendent/designee). ❖

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CHAPTER 300

Article 301

Class Size

301.01 Classes shall be organized and maintained in compliance with the Administrative Policy on Class Size and the class size limitations provided in such policy dated August 31, 1992, or as modified in compliance with the provisions included in such policy as shown below:

Administrative Policy on Class Size

Effective August 1, 1997

The following shall constitute the Administrative Policy on Class Size of the Columbus City Schools:

1. All school and grade level regular elementary classes (kindergarten and grades 1–5) will be organized in each school building on the basis of approximately 25 pupils per classroom teacher. Variations will be necessary because of different grade level enrollment totals. Classes which exceed 30 pupils on October 1 will be reduced so that no class will exceed 30 pupils except that if the teacher(s) involved so elect and the principal so elects, a given class(es) may exceed 30 pupils as an alternative reorganization of the classes within the given school (29 pupils rather than 30 pupils beginning in 1998–1999 for grades K–3; 28 pupils beginning in 2020–21 for grade Kindergarten; 27 pupils beginning in 2021–22 for grade Kindergarten and 28 pupils beginning in 2021–22 for grade 1. Phase-in of class size reduction will continue until the maximum class size is 27 pupils for grade K–3).
2. All middle school academic classes will be organized in each school building on the basis of approximately 30 pupils per classroom teacher. Variations will be necessary because of different grade level enrollment totals. Classes which exceed 35 pupils on October 1 and class loads which exceed an average of 30 pupils per academic period for an individual teacher on October 1 will be reduced so that no class will exceed such maximums, except that if the teacher(s) involved so elect and the principal so elects, a given class(es) or a given teacher's class load may exceed such maximums as an alternative to reorganization of the classes within the given school.
3. All high school academic classes will be organized in each school building so as to have an average class size in each departmental area of approximately 28 pupils per class. Classes which exceed 36 pupils on October 1 will be reduced so that no class will exceed 36 pupils, except that if the teacher(s) involved so elect and the principal so elects, a given class(es) may exceed 36 pupils as an alternative to reorganization of the classes within the given school.
4. All middle and high school nonacademic classes will be organized in each school building so as to have a class size not in excess of the number of pupil stations in each subject area.
5. Except in certain activity type classes such as computer, physical education and music, no high school teacher is to instruct more than 180 pupils per day exclusive of study halls. The reorganization necessary to comply with this standard will be completed by October 1.
6. When a class exceeds the above limits after October 1, the

Administration will investigate the specific circumstances and determine the most constructive course of action to reduce, where feasible, the number of pupils to the October 1 class size limits. The investigation will include consideration of enrollment and organizational factors at the building level and will provide for input from the principal and the teacher(s). In cases where a reduction to the October 1 class size limit does not occur, a written explanation will be provided to the teacher upon request.

7. The Administration shall notify the Association at least sixty (60) days prior to any change in this administrative policy, except that such notification shall not occur prior to April 15 of the year in which the Agreement expires. If such notification is made while negotiations for a successor agreement is in progress, the Association may introduce a class size proposal for negotiations even though a negotiations agenda may have been set, unless the issue class size is already on said agenda.

301.02 The maintenance of equitable class size is a matter of proper concern to the teachers, and to the extent that class sizes create substantial inequities in staffing in relation to comparable courses in the same school, such substantial inequities shall be subject to the grievance procedure.

301.03 The Association Building Council shall study and make recommendations to the principal in each middle and high school concerning the number of pupil stations in nonacademic classrooms.

301.04 The administration will make a concerted effort to complete the initial class size adjustments within the first eighteen (18) pupil attendance days of the school year.

301.05 This article is subject to possible modification as a result of the following:

1. Either party may reopen negotiations using the procedure of Section 1401 if the General Assembly enacts legislation during the term of this Agreement mandating lower class size ratios and providing the funding for class size reductions.
2. The Superintendent or designee(s) and the Association President or designee(s) shall meet and confer after the 1997–1998 school year to discuss the results of a pilot emphasis project with grades K–3 at specified schools and to consider modification of administrative policy or of this article with respect to class size limits at those grade levels in light of those results.

301.06 *Split Classes*

- A. All parties agree that split classes are not beneficial to students, especially in grades kindergarten through three.
- B. The Superintendent and the Administration will use all reasonable efforts to avoid K–3 split classes where feasible (e.g., space limitations, finances, size of resulting classes).
- C. “Split classes” mean that two or more distinct classes with different grades are combined into one classroom, but does not mean programs with multiple ages, mastery programs, gifted programs, or those based on similar educational reasons.

Article 302

Teacher Class Load

302.01 The class load for middle and high school teachers shall not exceed six (6) academic class periods per day and/or thirty (30) academic class periods per week. The class load for high school English teachers shall not exceed five (5) class periods per day and/or twenty-five (25) class periods per week.

302.02 *Elementary Planning-Preparation Time*

Full-time teachers, including preschool/pre-kindergarten, in elementary schools shall have planning/preparation time averaging approximately forty-five (45) minutes per day. Such planning preparation time shall be considered to be a portion of the unassigned time during the teacher's regular work day.

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

302.04 Where unusual scheduling exists, the daily average of a teacher's weekly schedule shall approximate the above time distributions.

302.05 Following spring break and before the last teacher work day of the year, each elementary school staff shall conduct a written ballot to determine whether there shall be one (1) or two (2) fifteen- (15) minute recesses per day for the following school year. Recess takes place mid-morning or mid-afternoon, not adjacent to the beginning, lunchtime, or end of the school day, unless the school selects to do so through the process of this paragraph. The results of such ballot shall be posted on the school's bulletin board. In the event of a tie, the issue shall be decided by the principal. That status quo shall remain in effect in future years unless the ABC or the principal calls for reconsideration. Reconsideration can only be called for once per school year for the following school year, and if so called, then a written ballot will be conducted as described above.

302.06 The parties recognize that a large number of preparations for high school teachers in the academic areas may detract from their teaching effectiveness. Therefore, high school administrators will make an effort, where practical with the assigned staff in relation to the school program, to make teaching assignments to such teachers in a manner that will limit the necessary preparations to three (3) or fewer for distinctively different courses. The parties recognize that certain teaching areas, such as diversified English and foreign language, may tend to have more exceptions to this goal than other teaching areas. The parties also recognize that the financial condition of the school system may negatively impact the Administration's effort in this regard.

302.07 Kindergarten through seventh grade classroom teachers who determine that a student may be retained, shall develop and submit a Diagnostic Performance Summary plan to the principal prior

to June 1. This Diagnostic Performance Summary form and procedures will be mutually developed. The parties shall use the draft form discussed during bargaining on May 25, 2000, as a guide for content. The form to be used shall be in a computerized format (if possible). At the elementary level, the form shall replace the fourth interim report for failing students, technology permitting.

Article 303

Ability Grouping

The Association of Building Council in elementary schools shall discuss the matter of ability grouping and make appropriate recommendations to the principal.

Article 304

Study Halls

304.01 The Board shall continue efforts to reduce the number and size of study halls which have mandatory pupil attendance.

304.02 In academic assist programs in middle schools, the number of pupils under the supervision of a teacher shall not exceed the maximum class size for a middle school academic class. Such supervision by a teacher shall count as an assigned duty.

Article 305

Special Education

305.01 A teacher who objects to the decision of an Individualized Education Program (IEP) team may appeal such decision to the appropriate special education supervisor by submitting the objection, in writing, on a mutually agreed upon form, to the building principal for transmittal to such supervisor within three (3) school days. The written objection shall include the specific reasons which formed the basis for the objection. In such an event, the special education supervisor will conduct a conference with the teacher in a reasonably timely manner but not to exceed fifteen (15) school days, unless extended by mutual agreement, after receipt of the objection. If the teacher is not satisfied with the disposition of the conference, the principal will, within three (3) days after the conference, submit the objection to the Director of Special Education. In such an event, the Director of Special Education will conduct a conference with the teacher in a reasonably timely manner but not to exceed fifteen (15) school days, unless extended by mutual agreement after receipt of the objection. The director shall make a final determination with regard to the objection and shall communicate such decision, in writing, to the teacher in a reasonably timely manner but not to exceed ten (10) school days after the conference. In the event the Director of Special Education determines that the volume of appeals makes it impractical for the director to conduct all such conference, the director may utilize a designee other than the special education supervisor involved in the previous conference.

305.02 Teachers at Columbus Scioto and Beatty Park schools will continue to be assigned the services of school instructional assistants at present assignment levels through the term of this Agreement.

305.03 The Association Building Councils at Columbus Scioto and Beatty Park schools shall develop and recommend to the principal a training program for their school instructional assistants.

305.04 All bargaining unit members designated as lead teacher for IEP creation will be given two (2) release days each school year to

facilitate the completion of the IEPs in timely manner. The release days are regular work days and will be scheduled by the Administration with prior notification of the dates to the designated lead teachers. In addition, designated lead teachers shall be paid for (4) hours annually at the supplemental hourly rate for attendance at IEP meetings or to complete IEP paperwork outside regular work hours. This amount will be paid on the 21st pay date after the office of special education has verified that the designated lead teacher has completed and turned in IEPs for all of the lead teacher's students. In the event annual IEPs are no longer required, such supplemental compensation shall not be paid.

Article 306

Foreign Language

During the term of this Agreement, the high school city-wide course selection sheets shall include French, Spanish, German, and Latin.

Article 307

Elementary Art, Vocal Music and Physical Education Programs

- 307.01** Regular classroom teachers will not normally be required to be physically present when classes are being instructed by an elementary art, music, dance, theater or physical education teacher, except for pre-kindergarten classes when the unified arts teacher is not pre-kindergarten certified.
- 307.02** Elementary art, music, dance, theater, and physical education teachers will enter grades for pupils in their respective classes at the end of each grading period.
- 307.03** The Board will provide a sufficient number of elementary art, music, dance, theater and physical education teachers to staff the following schedule in regular elementary schools, beginning in the 2018–19 school year, limited to buildings organized as Kindergarten through Fifth or Kindergarten through Sixth:
- A. Art once a week for Forty-Five (45) minutes for the full year in grades Kindergarten through Fifth or Kindergarten through Sixth.
 - B. Music once a week for Forty-Five (45) minutes for the full year in grades Kindergarten through Fifth or Kindergarten through Sixth.
 - C. Physical education once a week for Forty-Five (45) minutes for the full year in grades Kindergarten through Fifth or Kindergarten through Sixth.
- 307.04** The duties of each elementary art, music and physical education teacher shall be proportional to the amount of time assigned to a school.
- 307.05** Elementary unified arts teachers class load shall be organized in each school building on the basis of approximately twenty-five (25) classes per week. No elementary unified arts teacher's class load shall exceed twenty-seven (27) classes per week. There shall be a transition time between classes of no less than five (5) minutes.





**“Without good food,
I can’t be smart”**

-10 year old pantry client



lin4 children don't know
where their next meal
is coming from.

Many families are struggling, especially during the summer months when kids don't have access to school meals. Although hunger lives in all of our communities, scheduled neighborhood produce markets allow for our hungry neighbors to obtain fresh produce. Access to juicy watermelons, crunchy carrots and crispy lettuce makes it so that these kids can be smart year round.

**You, your class, your peers can adopt
a scheduled produce market in
FOUR easy steps:**

- 1** Go to:
midohiofoodbank.org/getfresh
- 2** Sign up and fund a market
- 3** Share with friends/family/
other educators
- 4** Help feed 200 hungry families

midohiofoodbank.org/getfresh

Article 401

Teacher Evaluation

401.01

- A. Teachers (except for substitutes and adult education instructors) who instruct students for at least percent (50%) of the teacher's time employed shall be evaluated in accordance with O.R.C. Sections 3319.11 and 3319.112 consistent with the Framework adopted by the Ohio State Board of Education, as that Framework is amended from time to time. The "Teacher and Licensed Support Professional Evaluation" and the "CCS Teacher Performance Rubric" shall constitute the process, criteria and standards used for such teachers. The "Teacher and Licensed Support Professional Evaluation" and the "CCS Licensed Support Professional Performance Rubric will apply to other members of the bargaining unit. Neither the evaluation process nor rubric will apply to persons employed under Chapters 1100, or 1200 of the Master Agreement.
- B. The Superintendent shall make decisions and take actions to implement this provision in the variety of instructional assignments and environments in the District. This authority shall be exercised through the Joint Evaluation Panel (JEP) of CEA and the Board, established by a Memorandum of Agreement between the parties.
- C. The following exceptions exist to the annual evaluation requirement:
 1. For the 2019–20 School Year:
 - a. A teacher who receives a rating of "Accomplished" on the teacher's most recent evaluation shall be evaluated at least once every three (3) school years, so long as the teacher's student academic growth measure for the most recent school year for which data is available is average or higher, as determined by the Department of Education.
 - b. A teacher who receives a rating of skilled on the teacher's most recent evaluation shall be evaluated at least once every two (2) years, so long as the teacher's student academic growth measure for the most recent school year for which data is available is average or higher, as determined by the department of education.
 2. Effective with the 2020–2021 School Year:
 - a. A teacher who receives a rating of "accomplished" on the teacher's most recent evaluation shall be evaluated at least once every three (3) school years, so long as the teacher submits a self-directed professional growth plan to the evaluator that focuses on specific areas identified in the observations and evaluation and the evaluator determines that the teacher is making progress on that plan.
 - b. A teacher who receives a rating of "skilled" on the teacher's most recent evaluation shall be evaluated at least every two (2) years, so long as the teacher and evaluator jointly develop a professional growth plan for the teacher that focuses on specific areas identified in the observations and evaluation and the evaluator

- determines that the teacher is making progress on that plan.
3. In any year that a teacher is not formally evaluated as a result of receiving a rating of accomplished or skilled on the teacher's most recent evaluation, a credentialed evaluator shall conduct at least one observation of the teacher and hold at least one conference with the teacher.
 4. Teachers are not required to be evaluated if they have provided a written resignation for retirement purposes by December 1 that has been accepted by the Board.
 5. Teachers are not required to be evaluated if they are absent half or more of their contracted work days for a particular school year.
- D. The exclusive means for a member of the CEA bargaining unit to challenge the member's evaluation shall be through the Joint Evaluation Panel and expedited arbitration pursuant to the Memorandum of Agreement with the CEA.
- E. Development of growth plans or improvement plans shall be as follows:
1. For the 2019–20 School Year:
 - a. Teachers with above expected levels of student growth for the previous year will develop a professional growth plan.
 - b. Teachers with expected levels of student growth for the previous year will develop a professional growth plan collaboratively with their credentialed evaluator.
 - c. Teachers with below expected levels of student growth for the previous year will develop an improvement plan with their credentialed evaluator. The administrator/evaluator will approve the improvement plan.
 2. Effective with the 2020–21 School Year:
 - a. Teachers with an evaluation rating of accomplished for the previous year will develop a self-directed professional growth plan that focuses on specific areas identified in the observations and evaluation.
 - b. Teachers with an evaluation rating of skilled will develop a professional growth plan jointly with the evaluator that focuses on specific areas identified in the observations and evaluation.
 - c. Teachers with an evaluation rating of developing will develop a professional growth plan jointly with the evaluator.
 - d. An improvement plan will be developed by the administrator/evaluator for teachers with an evaluation rating of ineffective.
 3. New teachers to Columbus City Schools and in the PAR program will develop an improvement plan with their PAR consulting teacher.
 4. Teachers who are not in PAR and who have no student growth measure rating for the previous year will develop a professional growth plan.

401.02

- A. An evaluator must be a credentialed employee of the District; provided, however, that the evaluator will be a PAR consultant if the teacher is in the PAR program. The JEP Panel annually shall approve a pool of credentialed evaluators.

- B. The person who is responsible for assessing a teacher's performance shall be:
1. The teacher's immediate supervisor for those teachers with an expected level of student growth or a below expected level of student growth on the student growth measure dimension of the evaluation procedure.
 2. An evaluator selected by the teacher from the District pool of credentialed evaluators for those teachers with an above expected level of student growth on the student growth measure dimension of the evaluation procedure.
 3. The person designated by the Peer Assistance Review (PAR) program as negotiated.
 4. In the event a teacher performs work under the supervision of more than one supervisor, one supervisor shall be designated as the evaluating supervisor.

401.03 No later than October 31 of each school year (or in the case of a new teacher or change in the evaluator, within one month) the administration or Joint Evaluation Panel will notify each teacher to be evaluated of the name and position of the teacher's evaluator.

401.04 The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file.

401.05 *Special Evaluation:*

- A. When the Board or any of the administrative agents deem that a teacher's performance may be seriously unsatisfactory and it is their intention to recommend involuntary transfer, non-renewal of contract, or termination of contract or investigate further with the possibility of making any of the aforementioned recommendations, the building administrator shall notify such teacher of the administrator's intent in writing on a form mutually agreeable to the Board and the Association. Such notification shall set forth the specific areas of alleged seriously unsatisfactory performance. Following such notification, the administrator shall evaluate the teacher's performance under this paragraph. The administrator will observe the teacher at least twice. Each observation will be for at least thirty (30) minutes. A conference shall be held between the administrator and the teacher to discuss the teacher's performance prior to any final action by the administrator. The teacher may be accompanied or represented by an Association representative at such conference and shall have three (3) days prior notification of the conference. In such conference, the principal may be accompanied by a board representative if the teacher is accompanied in such conference. Final administrative action in regard to the alleged seriously unsatisfactory performance shall not conflict with any provision of this Agreement.
- B. Unusual Condition – If conditions threaten the physical or emotional well-being of pupils or when conditions result in a significant disruption or threat to, the educational program or the well-being of the school, then:
- (1) the classroom observations provided in (A) above shall not be required if such observations would not substantively contribute to an evaluation of such unusual

condition;

- (2) the Notice of Special Evaluation issued as a part of the special evaluation process shall be accompanied by a written statement identifying the unusual condition, and if applicable, indicating the reason(s) classroom observations would not substantively contribute to an evaluation of such condition.

401.06 No member of the bargaining unit shall have the member's limited contract non-renewed without accomplishment of a special evaluation and without accomplishment of such regular evaluations as are required by this article, provided that nothing in this Agreement shall require accomplishments of such evaluations in order (1) to non-renew limited contracts or to suspend limited contracts and/or continuing contracts, in accordance with Article 704 entitled "Reductions in Personnel;" (2) to terminate a limited contract or continuing contract, in accordance with the Ohio Revised Code; (3) to non-renew a limited contract teacher providing service under a temporary certificate unless such teacher possesses a regular certificate in another teaching area and has previously provided service under such regular certificate in the Columbus City Schools; (4) to non-renew a limited contract teacher advised prior to employment that such non-renewal may occur due to the special nature of the specific assignment for which such teacher is being employed.

401.07

- A. The evaluation and any related actions involving teachers during the period of assignment to the Peer Assistance and Review Program (PAR Program) shall be in accordance with the procedures established by the PAR Program Panel, which shall be consistent with O.R.C. 3319.111 and 3319.112 to the extent such laws apply. Such related actions shall include action by the Board based on recommendations by the PAR Program Panel regarding intern teachers and action by the Board based on reports by the PAR Program Panel regarding teachers who have been previously assigned to the PAR Program for intervention.
- B. The provisions of this Article 401 shall apply to teachers assigned to the PAR Program only in the event of administrative action which is not in accordance with the PAR Program Panel procedures. Such administrative action shall only be initiated where the basis for such action is primarily related to concerns other than classroom teaching performance.
- C. Any teacher may request to be assigned to the PAR Program by submitting a written request to the Association President. If the teacher requesting assignment to the PAR Program has been given a Notice of Special Evaluation and has more than five (5) years of continuous Columbus teaching experience, such teacher shall be accepted into the intervention phase of the PAR Program. The final determination of whether to admit a teacher with five (5) or less years of continuous Columbus teaching experience to the PAR Program will be made by the PAR Panel.
- D. Only teachers who have a summative evaluation rating of Ineffective on their most recent evaluation form may be recommended for PAR Intervention by an administrative-initiated referral.

401.08 Teachers eligible for continuing service status shall be those teachers who qualify under the Ohio Revised Code, which currently (August, 2013) reads as follows:

- A. Teachers eligible for continuing service status shall be those teachers qualified as described in division (D) of section 3319.08 of the Revised Code, who within the last five years have taught for at least three years in the district, and those teachers who, having attained continuing contract status elsewhere, have served two years in the district, but the board, upon the recommendation of the Superintendent, may at the time of employment or at any time within such two-year period, declare any of the latter teachers eligible. Ohio Revised Code 3319.11 (B)
- B. A continuing contract is a contract that remains in effect until the teacher resigns, elects to retire, or is retired pursuant to former section 3307.37 of the Revised Code, or until it is terminated or suspended and shall be granted only to the following:
- (1) Any teacher holding a professional, permanent, or life teacher's certificate;
 - (2) Any teacher who meets the following conditions:
 - (a) The teacher was initially issued a teacher's certificate or educator license prior to January 1, 2011.
 - (b) The teacher holds a professional educator license issued under section 3319.22 or 3319.222 or former section 3319.22 of the Revised Code or a senior professional educator license or lead professional educator license issued under section 3319.22 of the Revised Code.
 - (c) The teacher has completed the applicable one of the following:
 - (i) If the teacher did not hold a master's degree at the time of initially receiving a teacher's certificate under former law or an educator license, thirty semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state board of education shall adopt;
 - (ii) If the teacher held a master's degree at the time of initially receiving a teacher's certificate under former law or an educator license, six semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state board shall adopt.
 - (3) Any teacher who meets the following conditions:
 - (a) The teacher never held a teacher's certificate and was initially issued an educator license on or after January 1, 2011.
 - (b) The teacher holds a professional educator license, senior professional educator license, or lead professional educator license issued under section 3319.22 of the Revised Code.

- (c) The teacher has held an educator license for at least seven years.
 - (d) The teacher has completed the applicable one of the following:
 - (i) If the teacher did not hold a master's degree at the time of initially receiving an educator license, thirty semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt;
 - (ii) If the teacher held a master's degree at the time of initially receiving an educator license, six semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt. Ohio Revised Code 3319.08(D)
- C. Upon the recommendation of the Superintendent that a teacher eligible for continuing service status be reemployed, a continuing contract shall be entered into between the Board and such teacher unless the Board by a three-fourths (3/4) vote of its full membership rejects the recommendation of the Superintendent. The Superintendent may recommend reemployment of such teacher, if continuing service status has not previously been attained elsewhere, under an extended limited contract for not to exceed two years, provided that written notice of the intention to make such recommendation has been given to the teacher with reasons directed at the professional improvement of the teacher on or before June 1, and provided that written notice from the Board of its action on the Superintendent's recommendation has been given to the teacher on or before June 1, but upon subsequent reemployment only a continuing contract may be entered into. If the Board does not give such teacher written notice of its action on the Superintendent's recommendation of an extended limited contract for not to exceed two years before June 1, such teacher is deemed reemployed under a continuing contract at the same salary plus any increment provided by the salary schedule. Such teacher is presumed to have accepted employment under such continuing contract unless the teacher notifies the Board in writing to the contrary on or before June 15, and a continuing contract shall be executed accordingly.
- D. A teacher eligible for continuing contract status employed under an additional extended limited contract for not to exceed two years pursuant to written notice from the Superintendent of the Superintendent's intention to make such recommendation is, at the expiration of such extended limited contract, deemed reemployed under a continuing contract at the same salary plus any increment granted by the salary schedule, unless the Board, acting on the Superintendent's recommendation as to whether or not the teacher should be reemployed, gives such teacher written notice of its intention not to reemploy the teacher on or before June 1. Such teacher is presumed to have accepted employment under such continuing contract unless the teacher notifies the Board in writing to the contrary on or before June 15, and a continuing contract shall be executed accordingly.
- E. A limited contract may be entered into by the Board with each teacher who has not been in the employ of the Board for at least

three years and shall be entered into, regardless of length of previous employment, with each teacher employed by the Board who holds a provisional or temporary certificate/license.

- F. Any teacher employed under a limited contract, and not eligible to be considered for a continuing contract is, at the expiration of such limited contract, deemed reemployed under the provisions of this section at the same salary plus any increment provided by the salary schedule unless the Board, acting on the Superintendent's recommendation as to whether or not the teacher should be reemployed, gives such teacher written notice of its intention not to reemploy the teacher on or before June 1. Such teacher is presumed to have accepted such employment unless the teacher notifies the Board in writing to the contrary on or before June 15, and a written contract for the succeeding school year shall be executed accordingly.

The failure of the parties to execute a written contract shall not void the automatic reemployment of such teacher. The failure of the Superintendent to make a recommendation to the Board under any of the conditions set forth in this section, or the failure of the Board to give such teacher a written notice pursuant to this section shall not prejudice or prevent a teacher from being deemed reemployed under either a limited or continuing contract as the case may be under the provisions of this section.

401.09

- A. Notwithstanding Sections 3319.11(B)(3), 3319.11(C), 3319.11(D), 3319.11(E), 3319.11(G), and 3319.111 of the Ohio Revised Code as enacted by Am. Sub. H.B. No. 330, or any subsequent amendment thereto, the limited or extended limited contract of a teacher may be non-renewed by the Board without evaluations, hearing, or written Board decision or order thereafter if the written statement describing the circumstances that led to the intention of the Board not to reemploy the teacher provided to the teacher pursuant to Ohio Revised Code Section 3316.11(G)(2) or otherwise recites as a basis for non-renewal (1) a reason for a reduction in personnel or the non-renewal of a limited contract set forth in Article 704 of this Agreement, (2) that the teacher's current contract entails service being provided under a temporary certificate without the teachers possessing a regular certificate in another teaching area under which the teacher has previously provided service in the Columbus City Schools or (3) that the teacher has been advised prior to employment that such non-renewal may occur due to the special nature of the specific assignment for which such teacher was employed.
- B. Except as provided above in Section 401.01(D), a teacher may file a grievance under Article 110 of this Master Agreement for an alleged violation of this Article 401. This Article supersedes and replaces Subsections 3319.11(G)(3-7) of the Ohio Revised Code.

Article 402

Teacher Contract Forms

402.01 Regular Teacher Contracts

All bargaining unit members shall be offered an appropriately worded individual teaching contract.

402.02 Supplemental Contracts

- A. Teachers who have supplemental contracts to perform extra

duty assignments provided in Article 906, shall be notified by April 30 if such contract is not to be renewed for the following school year. All other supplemental contracts shall automatically be non-renewed following the performance of the service authorized by the Board, and no action or notification by the Board shall be required in connection with such non-renewal.

- B. The regular distribution of supplemental contracts shall be on or before June 15 of each year.
- C. Supplemental contracts shall contain language which clearly establishes the right of the Board to declare such contracts null and void in the event the school where the service was to be provided is closed. In the event a school is closed, all such contracts for service at the closed school shall be declared null and void, but the Step will not change if the teacher is re-employed in the same supplemental position but at a different school within the District within two years.
- D. Supplemental contracts shall not be awarded until there is sufficient evidence available to the Administration of adequate participation. This provision specifically applies to situations where the supplemental contract was not issued the previous year or where participation the previous year was not adequate.
- E. 1. Teachers who have completed three (3) or more consecutive years of service in a school in the extra-duty position of senior head coach, football, basketball, baseball, track, volleyball, softball, or wrestling shall be eligible for a three (3) year supplemental contract upon the expiration of their contract. Such three (3) year supplemental contracts shall be offered to such eligible teachers by June 15. No teacher shall be eligible for such three (3) year supplemental contract for more than one (1) such coaching position.
2. Teachers who are eligible for such three (3) year supplemental contracts shall be offered written reasons for a decision leading to a recommendation not to initially issue or not to renew such a supplemental contract. Any failure to observe this provision in regard to the offering of written statements relative to the non-issuance or non-renewal of such a three (3) year supplemental contract shall be subject to the grievance procedure set forth in this Agreement.
- F. The parties agree to maintain the past practices regarding the discontinuation of supplemental contracts and prorating of pay when there are insufficient participants for the activity to either begin or continue. This practice has been the most common with freshman and reserve coaching positions and least common with head coaching positions.

402.03 All teacher contracts, provided in Sections 402.01 and 402.02 of this article, shall have language mutually agreed to by the Association and the Board.

Article 403

Professional Personnel Records

403.01 When a complaint is made by the parent of a student or any other member of the public concerning a teacher's conduct, service, character or personality, which is deemed serious enough to become a matter of formal record, the teacher shall be informed of the complaint by the principal, and the teacher and principal

shall attempt to resolve the complaint of the complaining party.

403.02 When a principal or other administrator finds it necessary to make a notation in a teacher's file which reflects adversely upon the teacher's conduct, service, character or personality, the teacher shall be offered an opportunity to read such notation. The teacher shall acknowledge having read such notation by signature on the actual document filed, with the understanding that such signature does not indicate agreement with its contents.

The teacher shall also have the right to answer such notation and said answer shall be attached to the file copy.

403.03 Each teacher or designee shall be guaranteed the right to examine and review the teacher's personnel file. Prior arrangements for such examination shall be made with the administrator of Human Resources or designee.

403.04 Upon written request from a teacher, the administrator of Human Resources shall give consideration to removing a notation which reflects adversely upon the teacher from the teacher's file provided the notation has been in said file for a minimum of two (2) years. If sustained demonstrated improvement in the area noted has occurred, such removal shall generally be granted. In the event the request for removal is denied, the written reasons for denial shall be provided to the teacher, and the basis for the denial shall not be arbitrary or capricious. The parties understand that it is unlikely that notations that result from very serious circumstances will be removed. Nothing in this section pertains to ratings or comments on evaluations.

Article 404

Professional Behavior

404.01 A teacher shall be entitled, upon request, to have present an Association faculty representative or other representative of the Association when the teacher is being given a formal reprimand or warning, is being disciplined for any alleged infraction of rules, delinquency, or unprofessional performance, or is being given a recommendation that such teacher resign or take a leave of absence without pay. The request for the presence of a representative of the Association shall not delay such proceedings for more than five (5) school days. A teacher also shall be entitled, upon request, to have present an Association faculty representative or other representative of the Association when Board personnel in authority seek information which that teacher reasonably could believe may lead to discipline. The request for the presence of a representative of the Association shall not delay such inquiry by the building administrator(s) for more than one (1) school day, or by central office or external district authority for more than two (2) school days.

404.02 A teacher shall not be given a formal written reprimand or warning, or be disciplined for any alleged infraction of rules, delinquency, or unprofessional performance, without just cause. Any such action shall be subject to the grievance procedure set forth in this Agreement, except that any such action taken in connection with Article 401 shall not be grieved with non-compliance with this paragraph cited as a claimed violation.

404.03 The termination of the contract of a teacher shall not be subject to the grievance procedure set forth in this Agreement. Teachers whose contracts are terminated shall have recourse to

their rights under Section 3319.16 of the Ohio Revised Code or any successor section.

404.04 The reasons for a decision leading to a recommendation not to reemploy a non-tenured teacher shall be made available in writing to the affected teacher at the teacher's option.

404.05 Any failure to observe the provisions of Section 404.04 of this article in regard to the giving of written statements relative to reemployment shall be subject to the grievance procedure set forth in this Agreement.

404.06 In general, direct, verbal criticism of a teacher by an administrator in front of students or parents tends to reduce the teacher's effectiveness in maintaining an orderly teaching environment. As a result, the parties agree that this practice should be avoided where reasonably practical. Agreement to avoid such criticism where reasonably practical is in no way intended to limit the right of the administrator to give direction to members of the teaching staff. In the event a teacher believes that such criticism has occurred, the teacher may request a conference with the administrator to discuss the incident. Following such a conference, in the event the teacher believes that such criticism has again occurred, the teacher may request a conference with the administrator and a representative of the Superintendent. In either conference, the teacher may be accompanied and represented by a representative of the Association, and the administrator may be accompanied by a Board representative if the teacher elects representation.

404.07 Members of the bargaining unit shall not be subjected to repeated and/or extreme verbal abuse by administrators or other agents of the Board. ❖

Chapter 500

Article 501

Annual Evaluation

The Association, through the Association Building Councils, shall have the right to make an evaluation of each school as to the professional environment, democratic procedures, teacher involvement and co-curricular programs in the school. This evaluation will be set forth on a form developed by the parties and administered during the month of February. The results of the survey will be submitted to the principal and school staff, the Superintendent and the Association office no later than April of each year. Handwritten comments solicited as a part of this evaluation will be typewritten before such comments are returned to the building. Reasonable safeguards will be taken to assure anonymity of the evaluators. During the 1997-1998 school year, a joint committee will review the current building survey and make recommendations, if any, to the parties.

Article 502

Libraries

502.01 The Board will provide an adequate Instructional Materials Center in each existing and new elementary school as a part of the building program resulting from such bond issue.

502.02 Standards for Instructional Materials Centers shall be established by the Joint Committee on Libraries and recommended to the Board of Education.

Article 503

Alternative Schools

During the term of this Agreement, the Board shall continue the operation of the existing alternative schools, except that the Board may determine to close an alternative school if the enrollment in such a school is less than seventy-five (75) percent of rated capacity as a result of insufficient student applications for such school.

Article 504

Teaching Aids

504.01 Notice of nominations of textbook selection committees shall be made system-wide. Nominees for textbook selection committees shall be elected by the teachers of the schools involved in the subject areas and grade levels affected. These elections shall be conducted at each school by the principal and the Association Building Council. Nominees for textbook committees may also be submitted by the Administration at the election of the Administration. Selection of the textbook committee members shall be made by a joint committee composed of an equal number of Board and Association members, except that the Administration shall have the right to designate one (1) member of each textbook committee.

504.02 The present Test Selection Committee will be continued. However, the Association will have the right to appoint fifty (50) percent of the representatives to the committee.

504.03 All committees included in this article, including textbook selection committees, shall adhere to the provisions of the article entitled "Committee Procedures."

Article 505

Integrated Textbooks

In conformance with previous policy statements made by the Colum-

bus Board of Education, a concerted effort will continue to be made in the selection process to provide textbooks and other teaching materials which avoid male and female role stereotyping, which reflect an integrated society and which portray both in printed text and illustrations the contributions made to American society by all elements of the society.

Article 506

Committee Procedures

- 506.01** Committees formed or continued as a result of this Agreement shall function in a democratic fashion with chairpersons elected by the committee members.
- 506.02** There shall be no ex-officio members. The times, places, agenda and all other procedural or substantive decisions or recommendations of these committees shall be made by vote of the members.
- 506.03** Such committees may call upon the Association or the Board for consultants as needed, but the composition of the committees may not be changed without mutual consent of the Association and the Board.
- 506.04** The term “joint committee” as used in this Agreement shall mean, unless it is otherwise stipulated, a committee composed of equal numbers of Board-appointed and Association-appointed members. Such committees shall adhere to the procedures set forth in Sections 506.01, 506.02, 506.03.
- 506.05** By August 15, 2015, the President of the Association and the Superintendent shall appoint two (2) persons to an ad hoc committee that will review the purpose and responsibilities of all joint CEA-Board or CEA-Central Office Administration committees and pay equity for committee work. The ad hoc committee shall make recommendations to the President and Superintendent by May 1, 2016. If approved in writing by the President and the Superintendent, the changes will be implemented for the 2016–17 school year.

Article 507

Professional Development

- 507.01** The parties believe that professional development is an ongoing process that promotes and supports both professional and personal growth for all teachers and is aimed at increasing student progress/growth. The parties agree to examine strategies and mechanisms that will increase training time of teachers other than the workdays set forth in Section 1401.03. Strategies and mechanisms shall include, but not limited to, courses offered by the District and CEA, customized courses developed in partnership with institutions of higher education, distance learning and video programming. Professional development will focus on building teacher quality to increase student progress/growth.
- 507.02** The Joint Professional Development Committee will continue to work cooperatively to determine content for district-wide professional development in-service on the “waiver days.” The joint committee will strive to schedule these days on a Tuesday, Wednesday or Thursday that does not precede or follow a three-day weekend, holiday or vacation. The joint committee will strive to provide college credit or CEUs for professional development. Beginning with the 2020–21 school year, fifty percent (50%) of all professional development days shall occur

after the end of the second quarter. The Board will make every reasonable effort to evenly distribute professional development days throughout the school year.

- 507.03** The parties agree that these principles in paragraphs 507.01 and 507.02 will guide the Joint Professional Development Committee in the planning and the implementation of professional development.
- 507.04** Full-time teachers must engage in a minimum of forty (40) hours each school year of job-embedded professional development that is aligned to high-impact strategies identified in the school's Ohio Improvement Plan or the district improvement plan. Job-embedded professional development shall occur during the district's professional development days, early release days, TBTs, instructional rounds, and/or building staff meetings. The forty (40) hours will be prorated for less than full-time teachers and for teachers who have a leave of absence exceeding ten (10) consecutive days using sick leave, FMLA, or other health-related approved leave.
- 507.05** Individual bargaining unit members may apply for professional development outside the district. The bargaining unit member shall share information gained from the professional development to staff on the bargaining unit member's team.
- 507.06** The Joint Professional Development Committee shall recommend provisions for make-up of the five (5) professional development days or on-line/webinar materials for those absent on any of the five (5) professional development days. If the district provides on-line/webinar materials for any of the five (5) professional development days and a teacher is absent on one or more of those days, the teacher must complete the make-up(s) in the same school year.

Article 508

Professional Development Related to Special Education

- 508.01** It is the understanding of the parties that the District should be receiving additional federal funds for specified uses, including special education, on a one-time basis in the 2009-10 and 2010-11 school years. The parties agree that it would be desirable to use some of those funds, if available and sufficient for the purpose, for one to three days (7-21 hours exclusive of lunch) for professional development related to special education for the CEA bargaining unit during that two-year period. Pay for this professional development shall be at the supplemental hourly rate.
- 508.02** The times and dates for this professional development shall have two or more alternatives for each block of time and shall be determined by consultation between the parties.
- 508.03** Because the precise amount and permitted use of these funds is not fully known (May 2009), the parties shall in consultation with one another determine whether and the extent to which this section is implemented once the required information is known. Likewise, the parties shall consult about using some of these funds for the purchases of additional hand-held PDAs, testing and instructional materials and for professional development.
- 508.04** The Joint Professional Development Committee shall oversee the implementation of these professional development days/hours. ❖



CAPITAL DISTRICT

*Capital President:
Kristin Crombie Stotik*

*Capital Vice President:
Gerry Curran*

**“Leading the District Through
Professional Development.”**



Chapter 600

Article 601

Instructional Assistants

- 601.01** The employment and use of instructional assistants shall also be in accordance with Section 3319.088 of the Ohio Revised Code, guidelines established by the State Board of Education and guidelines established by the Board. If it becomes necessary to revise the guidelines established by the Board during the term of this Agreement, such revisions will be made only after consultation with the Association in keeping with Article 108.01 of this Agreement. During the term of this Agreement, the number of instructional assistants employed shall be left the judgment of the school administration, except as provided elsewhere in this Agreement.
- 601.02** In addition to the system-wide guidelines established by the Board, guidelines, written job descriptions and the assignment of instructional assistants to provide assistance to teachers, nurses, librarians and other school personnel will be established in each school building by the principal with the advice of the local Association Building Council.
- 601.03** Guidelines and written job descriptions established by the Board or building principal shall not conflict with the content or intent of the instructional assistant statute or guidelines established by the State Board of Education.
- 601.04** In those school in which there are sufficient instructional assistants available, the supervision of all study halls, school yards, lunchrooms and school halls shall be performed by instructional assistants under the direction of a teacher. Therefore, to the extent feasible, the use of teachers will be directed toward the fullest possible utilization of their professional training and capabilities and their non-teaching duties correspondingly minimized.
- 601.05** The Association Building Council shall consider and recommend to the principal appropriate procedures for the participation of teachers in the interview and selection of instructional assistants.

Article 602

Volunteer Workers

In each school which uses volunteer workers, the principal, in consultation with the Association Building Council, may develop guidelines for such workers. The utilization of volunteer workers in a teacher's classroom shall be at the option of each teacher.

Article 603

School Counselors

- 603.01** Counselors shall not be required to construct the master schedule for their assigned school.
- 603.02** During the term of this Agreement, the Board shall meet and may exceed the counselor staffing requirement mandated by the state.

Article 604

School Nurses

- 604.01** School nurses shall be covered by all applicable provisions of this Agreement on the same basis as all other members of the bargaining unit.
- 604.02** An Association Building Council shall be established for the

administrator of Nursing Services in the same manner and to function with the same responsibilities and constraints as are set for the Association Building Council in Article 202 of this Agreement.

Article 605

School Nurse Orientation and In-Service

605.01 The Board shall continue with this Agreement to place one nurse in charge of orientation. This nurse shall assist the supervisor of nurses and be responsible for orientation of new nurses.

605.02 All school nurses may attend in-service meetings sponsored by nursing associations or other groups concerned with health problems, provided such attendance has been approved by the supervisor of nurses. This provision does not prohibit school nurses from applying for and being granted professional leave.

Article 606

School Social Workers

Each school social worker shall be provided work space in a room in at least one of the school social worker's assigned schools with access to a telephone and a filing cabinet or desk that can be locked.

Article 607

Kindergarten Teachers

Half-time kindergarten teachers who have been reemployed for the following school year and who desire a full-time position for the following school year shall indicate their desire to the administrator of Human Resources by June 1. Such teacher shall be granted a full-time position in a vacancy requiring a certification/license held by the teacher, provided the Board would otherwise have employed a new teacher for such vacancy.

Article 608

Library Media Specialists

Library Media Specialists shall be paid two (2) hours annually per assigned building, at the supplemental hourly rate, for the completion of book inventory. Such hours shall be completed outside the regular work hours and scheduled at the discretion of the bargaining unit member with the approval of the supervisor. Documentation for such hours shall be submitted on a supplemental time sheet no later than the last records day of the school year. ❖

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~Dr. Daniel Good, Columbus City Schools Superintendent

Chapter 700

Article 701

Sick Leave

701.01 *General Rules Pertaining to Sick Leave*

- A. Unused sick leave shall be cumulative without limit. For contract teachers, sick leave shall accumulate at a rate of fifteen (15) days per year. All such teachers shall be credited with one and one-half (1.5) days on the second payday of each month. The accruals will occur September through June. The effective date for deducting sick leave credit shall be the final day of each pay-reporting period.
- B. Each new full-time bargaining unit member shall be credited with five (5) days of sick leave, which may be used in case any such bargaining unit member is unable to work because of personal illness or illness or death in the bargaining unit member's immediate family, after beginning the bargaining unit member's employment but before the bargaining unit member has accumulated that amount of sick leave in the manner provided in Paragraph A above. If any of said five (5) days of sick leave is used, it shall be deducted from the total sick leave which the bargaining unit member's may accumulate during the first year of service as provided in Section 701.01(A) above.
- C. Sick leave for regular teachers employed on other than a full-time basis shall be credited and deducted at the proportionate rate set forth in their contract of employment.
- D. It shall be the responsibility of each bargaining unit member to transfer any unused sick leave from a previous employer to the office of the Treasurer of the Columbus Board of Education. When a former bargaining unit member in the Columbus School System returns to the employ of the Board, the bargaining unit member's unused accumulated sick leave, if any, shall be automatically reinstated. Such transfer or reinstatement of sick leave will be accepted by the Board provided the teacher's most recent employment takes place within ten (10) years of the date of the last termination from Ohio public service and provided such sick leave was earned in Ohio public service.

701.02 Sick leave with pay may be used only for the purposes provided in paragraphs A, B, and C below:

- A. For absence of the teacher due to personal illness, pregnancy, injury or exposure to contagious disease which could be communicated to others.
- B. For absence of the teacher due to illness or injury of someone in the teacher's immediate family. Immediate family is defined as father, mother, brother, sister, son, daughter, wife, husband, grandmother, grandfather, grandson, granddaughter, father-in-law, mother-in-law, legal guardian, or foster or step-parents of said teacher; and all dependents as defined by IRS living in the home or any person living in the home to whom a teacher becomes the primary caregiver. A physician must certify the primary caregiver.
 - 1. If a teacher is absent not more than three (3) consecutive school days because of the illness of a member of the teacher's immediate family, the teacher need only make the report of absence required by Section 701.06(A) of this Agreement in order to be eligible for sick leave with pay for such absence.
 - 2. If a teacher is absent in excess of three (3) consecutive school days for this reason, the teacher must provide the administrator

of Human Resources, with a doctor's certificate setting forth the identity of the patient, the nature of the illness involved and the need for the absence of the teacher in order for the teacher to be eligible for sick leave with pay for such absence.

- C. For absence due to death in the immediate family of a teacher. Death in the immediate family of a teacher is defined to mean the death of the father, mother, brother, sister, son, daughter, husband, wife, grandmother, grandfather, grandson, grand-daughter, aunt, uncle, father-in-law, brother-in-law, or sister-in-law, legal guardian or foster or step-parents of the said teacher; or dependents as defined by IRS. Absence due to death in the immediate family shall not exceed five (5) consecutive school days.

D. ***Assault Leave***

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

1. The teacher's conduct was within the bounds of general standards of professional behavior.
2. The building administrator or other appropriate administrator was notified as soon as possible of the occurrence.
3. The teacher submits to the Human Resources Department the certificate required in case of sick leave absence, accompanied by the physician's statement required in Paragraph (4) below.
4. The teacher provides a physician's statement describing the nature and duration of the resulting disability and the necessity of absence from regular employment, with the findings of the physician subject to review by the Board physician.
5. In the event the foregoing conditions are satisfied, none of the first forty (40) days of absence resulting from such occurrence shall be deducted from the teacher's accumulated sick leave or personal leave.
6. Workers' Compensation cannot be received simultaneously with assault or sick leave benefits.
7. Any assault leave request that is in dispute will be determined by a joint committee of three administrators and three Association representatives. The three administrators shall not include the administrator who made the initial decision to deny the request, and the three Association representatives shall not include the requesting teacher. The initial decision may be reversed by a two-thirds (2/3) vote of the full committee. The joint committee's decision shall be final and binding.
8. In particularly severe or unusual cases, a reasonable extension of assault leave benefits may be agreed to between the Parties on a non-precedent setting basis.
9. The Joint Committee set forth in Paragraph 7 may grant use of assault leave benefits for mental or emotional injury certified by the teacher's physician and arising in connection with a physical assault; however, the Joint Committee may require review or examination by a physician or other health care professional designated by the Board at the Board's expense.

701.03 Use of Sick Leave Notification

- A. When any member of the bargaining unit is to be absent for a full school day, or a longer period, such absence shall be reported to the principal and to the Substitute Employee Management System, if designated by the principal, at least one hour and thirty minutes prior to the teacher's normal required reporting time or as soon as possible thereafter by any teacher who wishes to use sick leave in accordance with the above procedures. The teacher shall not be required to state, during this notification, the cause or type of illness involved. If possible, however, the teacher will estimate the duration of the teacher's absence.
- B. In the event the estimated duration of the absence is expected to be continuous for a period in excess of one week (5 school days), or when an absence has been continuous for such a period, the teacher shall advise the administration in writing of the estimated duration of the need for sick leave.
- C. In the event the estimated duration of the bargaining unit member's absence is expected to be continuous for a period in excess of two weeks (10 school days), or when an absence has been continuous for such a period, the teacher shall advise the Administration of the estimated duration of disability by submitting the designated form to Human Resources by the tenth (10th) day of absence and include a physician's statement. The teacher will provide the Office of Human Resources with written notice at least three (3) school days before intending to return to work.

701.04 A teacher who has been absent on a Monday through Thursday shall inform the principal or school clerk by 2 p.m. on the day before the teacher's wish to return. The administrator shall assume that a teacher who is absent on Friday or the day before the start of a vacation period will return on the next Monday or the first working day after the vacation unless the teacher notifies the principal or designee on Sunday or the last vacation day not later than 7 p.m. that the teacher will not return to duty on the next day. Whenever it can be determined by the teacher on a Friday or the school day prior to the starting of a vacation that the teacher will not be returning to duty on the next scheduled school day, the teacher should let the principal or school clerk know by 2 p.m. that the teacher will not be returning so that the same substitute teacher can be continued.

701.05 Absence on Saturdays, Sundays, paid holidays and paid non-work days shall not be charged against sick leave.

701.06 Certificates Required in Case of Sick Leave Absence

- A. When a teacher is absent, a report for such absence, signed by the teacher, shall be completed by such employee on a form supplied by the Board. Such form shall be filed with the principal or immediate supervisor within three (3) school days following the last day of such absence or three (3) days after the close of a school year, whichever occurs first.
- B. If medical attention was required, the teacher shall list the name and address of the attending physician and the dates when the physician was consulted on the form provided in Section 701.06(A) above.
- C. Such report shall be made in a manner which will satisfy the requirements of Section 3319.141 of the Ohio Revised Code. The filing of any willfully false statement by a teacher shall be considered by the Board as grounds for disciplinary action in such

form and manner as the Board may deem advisable.

- D. Teachers who have been out of school because of serious illness, extending over a period of two or more weeks, must have the approval of the Superintendent before returning to regular school work. The Superintendent or designated central office administrator may require medical or psychological verification of the teacher's ability to return to work and any limitations on the teacher's return. In meeting the medical (or psychological) verification requirement, generally the written certification of the teacher's physician or psychologist is sufficient. In circumstances where the Superintendent or central office designee requires additional explanation, the teacher shall provide a written report from his or her physician or psychologist to the Superintendent or central office designee.
- E. Members of the bargaining unit shall not be asked or required to sign a statement authorizing a doctor or hospital to release medical records unless the absence due to illness, injury or pregnancy of the member of the bargaining unit has been challenged, in which case the teacher shall be furnished with the written reasons for such a challenge and the need to examine medical records.
- F. The purpose of this section is to provide tools for management to curb sick leave abuse. These tools shall not be utilized in an arbitrary, capricious, or harassing manner.
 - 1. If the principal or supervisor has a question about a teacher's use of sick leave, the principal or supervisor shall hold a conference with the teacher, at which the teacher shall be represented by the Senior Faculty Representative at that building or Association designee. This step must precede (2) and/or (3) below.
 - 2. The Superintendent may (but need not always) require written certification to justify use of sick leave from the teacher's physician when"
 - a. There is a pattern of use such as, but not limited to, workdays before or after a holiday or vacation period, on Mondays or Fridays, or a certain time of year; or
 - b. There is reasonable suspicion of sick leave abuse; or
 - c. The teacher has been absent using sick leave for consecutive workdays; or
 - d. The teacher has been absent using sick leave for more than ten (10) days total during the same school year; or
 - e. The teacher is on an extended absence and the Superintendent has reasonable grounds to question the continued absence, once every thirty (30) calendar days.
 - 3. The Superintendent may (but need not always) require the teacher to be examined at Board expense by a physician or psychologist designated by the Superintendent when:
 - a. The Superintendent wishes to verify the teacher's fitness for return to work; or
 - b. There is reasonable suspicion of sick leave abuse; or
 - c. The teacher is on duty, but there is a reasonable question whether the teacher is able to perform essential functions of the job; or
 - d. Where the teacher's personal physician or psychologist certification under (2) above requires additional explanation. The Board designated physician or psychologist shall provide a written report to the Superintendent.

4. Under this Section (F), the Superintendent includes the Superintendent or designated central office administrator.

701.07 Catastrophic Illness/Injury Sick Leave Donation Procedure

A member of the bargaining unit who has exhausted all accumulated paid leave as a result of a catastrophic illness or injury of a temporary nature may be granted additional sick leave days through the donation of accumulated unused sick leave by other bargaining unit members who volunteer to do so in accordance with the following guidelines:

- A. For purposes of this procedure, the term “catastrophic illness or injury” shall include illnesses, disabilities, injuries and/or surgeries which are calamitous in nature, constituting a great misfortune, where the lack of immediate treatment will result in a life threatening or life debilitating circumstance for the employee or immediate family. Examples of catastrophic diagnosis include, but are not limited to the following:
- Accident resulting in multiple fractures or amputation of limb
 - AIDS
 - ALS (amyotrophic lateral sclerosis)
 - Cancer
 - Cerebral palsy, muscular dystrophy
 - Condition causing paralysis
 - Hemophilia
 - Mental illness (requiring hospitalization)
 - Rare disease
 - Severe burn involving over 20 percent of the body
 - Server head injury requiring hospitalization
 - Spinal cord injury
 - Stroke or cerebrovascular accident
- B. A joint Association/Board committee consisting of three (3) members of the bargaining unit appointed by the Association and three (3) administrators shall be appointed on a yearly basis to review requests under this provision. In order to approve a request for catastrophic illness/injury sick leave donation, a two-thirds (2/3) vote of the entire committee must prevail. The joint committee will establish rules and procedures for the allocation and disposition of donated leave under this Section 701.07. All rules and decisions of the joint committee require a two-thirds (2/3) vote of the entire committee.
- C. Applications for catastrophic illness/injury sick leave donation must be jointly submitted to the administrator of Labor Relations and the Association President. Applications will include, but not be limited to, the following information:
1. Nature of illness/injury
 2. Physician(s) statement as to the condition and the need for sick leave
 3. Projected date of return to duty
 4. Explanation of previous sick leave usage
 5. Any other pertinent information that applicant can submit to the committee for its consideration.
- D. The committee shall meet and make a determination regarding the request. The bargaining unit member shall be informed of the committee’s decision in writing within three (3) days of the meeting. The decision of the committee shall be final.
- E. The Association will assume the responsibility for solicitation

of donations for approved bargaining unit members, subject to procedures established by the joint committee. A form shall be mutually developed to solicit donations. Bargaining unit members may donate any amount of their unused sick leave to the affected member. A maximum of forty-five (45) days may be granted to the applicant. If additional sick leave donation beyond the forty-five (45) days maximum is needed, the bargaining unit member must reapply for consideration by the committee. One renewal will be considered by the committee. All donation forms will be submitted by the Association to the administrator of Labor Relations.

- F. The joint committee shall not grant donated sick leave so as to delay the disability retirement of a teacher.
- G. All information and reports relating to the applications under this policy shall remain confidential to the extent allowed by law.
- H. A teacher using donated sick leave shall not earn or accrue any sick leave under Section 701.01.

701.08 The Joint Committee on Sick Leave Bank, established in the Memorandum of Understanding in the 2003 Addendum, shall continue its study of a sick leave bank. If determined to be administratively feasible, the bank will be implemented at the beginning of the 2005–2006 school year.

Article 702

Leaves of Absence

702.01 *Ill Health*

- A. The Superintendent or designated central office administrator may require medical or psychological verification of written application of a leave of absence, without pay, for ill health. In meeting the medical (or psychological) verification requirement, generally the written certification of the teacher's physician or psychologist is sufficient. In circumstances where the Superintendent or designated central office administrator requires additional explanation, the teacher shall provide a written report from the bargaining unit member's physician or psychologist to the Superintendent or designated central office administrator.
- B. Such request for leave, if approved, shall be granted for the remainder of the semester or the remainder of the school year, or for an entire school year, with the possibility of a renewal of the leave, upon written request, according to the provisions of Section 3319.13 of the Ohio Revised Code. An earlier termination of this leave, if requested in writing by the employee, shall be at the discretion of the Superintendent and in accordance with the needs and interests of the schools.
- C. At least thirty (30) days before a teacher on a leave of absence for ill health expects to resume the teacher's duties, the teacher, or someone acting in the teacher's behalf, must request in writing the reinstatement of said teacher to the staff. In requesting reinstatement, said teacher does not forfeit the teacher's right to request an extension of the leave of absence for ill health. Failure to comply with this regulation shall be deemed an automatic resignation.
- D. Not less than ten (10) days before termination of leave, a doctor's statement must be submitted by the teacher. The Superintendent or designated central office administrator may require medical or psychological verification of the teacher's ability to return to work and any limitations on the teacher's return. In meeting the medical (or psychological) verification requirement, generally the

written certification of the teacher's physician or psychologist is sufficient. In circumstances where the Superintendent or designated central office administrator requires additional explanation, the teacher shall provide a written report from his or her physician or psychologist to the Superintendent or designated central office administrator.

- E. Whenever any teacher has been absent from active service a sufficient number of days to exhaust the teacher's accumulated sick leave days and continues in absence without applying for a leave of absence under this section, the Superintendent shall investigate the facts of the case and shall have authority to recommend to the Board that an unrequested leave of absence be granted according to the provisions set forth in Section 3319.13 of the Ohio Revised Code. Any teacher who refuses to comply with the terms of such a leave of absence shall be considered to have terminated the teacher's contract. Such refusal shall not deny the teacher's rights to request a hearing under Section 3319.13 of the Ohio Revised Code if the teacher files with the Treasurer a written demand for such a hearing within ten (10) days of the Board's approval of the Superintendent's recommendation that a leave of absence be granted hereunder. Notwithstanding any other provision of this contract, a teacher returning from ill health leave under this Subsection (E) shall be immediately placed on active status if the position has been filled by a substitute teacher.

702.02 Maternity/Paternity/Adoptive/Family Leave

A. In addition to the reasons identified in Section 701.02 above, sick leave with pay may be used for absences related to the birth or adoption of a child as follows:

1. For the birth or adoptive parent, up to thirty (30) sick days for the birth of the child or the placement of the adoptive child.
2. For the non-birth parent, up to fifteen (15) sick days within six (6) months of the birth of the child.

B. A teacher anticipating the birth or adoption of a child to the family may request and shall be granted an unpaid maternity, paternity, or adoptive leave of absence, provided the following stipulations have been met:

1. Such request shall be submitted on the designated form to the administrator of Human Resources, at least thirty (30) days prior to the beginning date of the requested leave.
2. A maternity or paternity leave request shall be accompanied by a statement from the attending physician indicating the anticipated date of birth of the child and the expected date of disability; or
3. The request for adoptive leave shall be accompanied by a statement from the adoption agency.
4. The requested duration of such leave shall be for the remainder of the semester in which the leave commences and not to exceed the four subsequent semesters. All such leaves must terminate at the end of a school year. The teacher may submit a request to the administrator of Human Resources, for return to service at any time during the leave. Such request shall be in writing and shall be at least thirty (30) days in advance of the desired return date. Such teacher shall be returned to service on the requested date or on the

earliest following date when a vacancy occurs requiring a certification/license held by the teacher, provided the Board would otherwise have employed a new teacher for such vacancy.

5. The teacher shall notify the administrator of Human Resources, in writing, of the intention to return to service at least 120 days before the teacher expects to resume duties except, when delivery occurs during such 120 days, notification shall be no more than thirty (30) days after delivery. The teacher shall be informed of receipt of such notification of intent to return. Failure on the part of the teacher to comply with this regulation may be deemed by the Board as an automatic resignation.
6. In the case of an adoptive leave, if the adoption is canceled after a replacement for the adopting teacher has been arranged, the adopting teacher may request early reinstatement from leave and such request will be given priority consideration by the Administration.

702.03 Exchange Teaching

- A. An employee on a regular teacher's contract shall be eligible for leave of absence for a period of one (1) full semester, or one (1) full year beginning with the opening of the semester or year, only after the bargaining unit member has filed a written request for such leave of absence at least two (2) months prior to the beginning of a requested leave, and the leave has been granted on the recommendation of the Superintendent. No compensation may be paid to a teacher while absent on such leave of absence unless the exchange-teaching leave involves the use of some teacher from outside the Columbus area as a replacement for the employee on leave. In the latter case, the replacement must be approved by the Superintendent before the leave can be approved and the employee will be on paid leave with full compensation and benefits paid by the Board, as long as the replacement is on paid leave, with full compensation and benefits paid by the sending district. Credit on the salary schedule shall be given for time spent in exchange teaching. The granting of such leaves of absence shall be determined by the Superintendent on the basis of the value of such a leave to the Columbus City Schools.
- B. Termination of such a leave of absence shall be by written request of the teacher to the Superintendent not less than 120 days prior to the time that the teacher expects to return to duty in the Columbus City Schools. Failure to comply with this regulation shall be deemed an automatic resignation.
- C. The above policies with reference to exchange teaching also apply to employees granted leaves of absence for the purpose of teaching in the Armed Forces Dependents Schools.
- D. In the light of any present or future federal or state legislation regarding exchange teaching, exceptions may be made to the above regulation on the recommendation of the Superintendent and the approval of the Board.

702.04 Professional Study or Travel

- A. Leaves of absence for professional study or travel may be granted to teachers on the basis of either one (1) full semester or one (1) full year. Application for such a leave is to be made no less than sixty (60) days in advance. An applicant for leave for pro-

fessional study shall outline, in writing, the program of study to be pursued. Such a program shall, in general, include a full college or its equivalent, and the Superintendent shall recommend the approval of such leave only if it appears that the program of study is of such a nature as to contribute directly to improved educational conditions in the Columbus City Schools.

- B. Leaves of absence for travel shall be requested in writing, in which the scope or nature of the travel shall be outlined in detail. Such applications must show clearly how the travel will contribute directly to improved classroom instruction and the reasons why such travel cannot be accomplished when schools are not in session.
- C. In no case shall leave of absence for professional study or for travel be granted for periods of less than one (1) semester, except at the discretion of the Superintendent, and only when it can be shown that the program of the Columbus City Schools will not suffer as a result of the granting of such leave. Absence for either of the above reasons, without leave having been granted, shall be considered as termination of contract by the teacher.
- D. Termination of the above two (2) kinds of leave shall be only on written request of the teacher on leave said request being filed with the Superintendent not less than 120 days prior to the return to duty of the teacher. Failure to comply with this regulation shall be deemed an automatic resignation.
- E. Any teacher who, while on leave for professional study or for travel, shall engage in employment comparable to the teacher's employment with the Columbus City Schools shall be considered to have terminated the teacher's contract. Reinstatement to active paid status following either of the above types of leaves shall be made only if the Superintendent shall find that there has been substantial compliance with the originally approved program of study or travel. No compensation shall be paid to any teacher while absent on either of the above leaves.

702.05 *Military Leave*

- A. In accordance with Section 3319.14 of the Ohio Revised Code, military leave of absence, without pay, shall be granted to any regular contract teacher who shall be inducted, called to active duty or who enlists for military duty with any branch of the armed forces of the United States.
- B. Any teacher whose teaching services in the Columbus City Schools has been interrupted by active duty service in the armed forces shall be reemployed in accordance with the provisions of Section 3316.14 of the Ohio Revised Code and shall be given full credit on the salary schedule for such service.
- C. Military leave shall be granted pursuant to Section 5923.05 of the Ohio Revised Code.

702.06 *Special Leaves*

In order to accommodate special and clearly defined needs of the Columbus City School District, the Superintendent may recommend that the Columbus Board of Education grant a leave of absence, without pay, to a contract teacher in accordance with the following procedures:

- A. The Superintendent shall submit to the Board of Education a statement defining the specific needs of the Columbus City

School District that can be accommodated through the granting of such a leave of absence.

- B. The Superintendent shall identify and select from the staff of contract teachers such personnel as the Superintendent deems capable of accommodating such needs of the Columbus City School District and shall recommend to the Board of Education that such personnel be granted leaves of absence.
- C. The Superintendent shall have discretion to authorize such personnel to accept employment with remuneration paid by an agency other than the Columbus Board of Education during such a leave if, in the judgment of the Superintendent, such employment provides specialized training for such personnel that cannot be obtained in a more feasible manner by such personnel as employees of the Columbus Board of Education.
- D. Before such a leave of absence shall become effective, such personnel shall sign a statement indicating their intention to return to the service of the Columbus City School District upon termination of such a leave of absence.
- E. Such a leave of absence shall be for a period of up to one (1) full school year. Extension of such leaves shall be subject to the recommendation of the Superintendent and the approval of the Board of Education.
- F. Time spent by personnel on such a leave of absence shall be recognized by the Columbus City School District for salary purposes and shall not affect the tenure status of such personnel.
- G. Termination of such a leave shall be effected in writing by the Superintendent.

702.07 *Special Leave Without Publicly Stated Reasons*

The Superintendent may, in the Superintendent's sole discretion, grant a special leave to a teacher without the reasons being stated in writing. Such a leave, if granted, cannot exceed one (1) school year and, while it will not affect tenure, it will be without pay and, upon return, the teacher will not be entitled to a salary increment. The Superintendent in granting such leave can establish terms and conditions of the teacher's return.

702.08 *Returning from Leave*

The following provisions apply except as provided in Article 704 entitled "Reductions in Personnel:"

- A. A teacher returning from any leave of absence enumerated in Section 702.01 through Section 702.07 of this article shall be placed immediately on the payroll if the termination date is known at the time that the leave of absence was granted. If the termination date of the leave of absence was not known at the time that the leave was granted, the Board will not be required to place the teacher on the payroll until thirty (30) days after the termination date. Said termination date is the date on which the teacher is available for assignment and has so informed the administrator of Human Resources, in compliance with the requirements of the teacher's specific leave.
- B. The teacher returning from any leave of absence as enumerated in Section 702.01 through Section 702.07 of this article shall be given the same consideration in assignment as provided teachers in a staff reduction status.

702.09 To accomplish school needs, short-term periods of absence, without loss of pay, may be granted by the Superintendent, to

attend local, state and national meetings, to participate in civic activities and to provide community service. Only upon recommendation of the Superintendent and approval of the Board may personnel be reimbursed for expenses incurred in attending such meetings or providing such services.

702.10 Upon written request to the Superintendent, a leave of absence without payment of salary shall be granted to a teacher who has illness in the immediate family. Such leave shall be granted for the remainder of the semester or school year, or for an entire school year, and may be renewed upon written request. A written request for reinstatement shall be filed with the Superintendent at least thirty (30) days prior to the return to duty of the teacher.

702.11 *Religious Leave*

A teacher may be absent, with pay, on a day identified by a duly constituted religious body as a religious holiday, provided the duly constituted religious body has established that in order to properly observe such religious holiday no work should be performed on such day and provided the employee is an active member of such religious body. Requests for such absence shall be made of the Human Resources Department at least five (5) school days prior to the holiday. Such absence shall not exceed three (3) days during the school year, which days shall not be deducted from any other leave.

702.12 *Personal Leave*

A. Each teacher shall be credited with two (2) personal leave days each school year and may use personal leave days for absence due to personal reasons. Personal leave days shall not be deducted from sick leave, and unused personal leave days shall be cumulative from year to year. If possible, a teacher will give the principal or immediate supervisor twenty-four (24) hour advance notice of the intention to take such leave. When a staff member is absent for personal reasons, a report of such absence, signed by the teacher, shall be filed with the principal or immediate supervisor within three (3) days following the last day of such absence or three (3) days after the close of a school year, whichever occurs first. Such report shall contain certification by the teacher that the absence was not for one of the reasons proscribed below. The filing of a false statement by a teacher shall be considered by the Board as grounds for disciplinary action in such form and manner as the Board may deem advisable. The following do not constitute valid reasons for the use of personal leave:

1. Gainful employment or other income-producing activity;
2. Any activity in connection with a strike, "study day," "professional holiday," or any other work stoppage or any concerted action related to such activities.

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

C. Absence on Saturdays, Sundays, paid holidays and paid non-work days shall not be charged against personal leave.

702.13 *Jury Duty Leave*

Teachers, upon written request to the Superintendent, shall be eligible for leave for the number of days or partial days needed to accept jury duty. Upon submission of proof of jury service and any funds received for jury service, the teacher shall be paid the regular salary for the number of days involved. Such leave shall not be deducted from any other leave.

702.14 *Association Leave*

The Board shall authorize a pool of up to a total of 215 days of leave with pay per year for the use of members of the bargaining unit who are elected to represent the Association or who are chosen to serve on programs or to represent the Association in any official capacity at meetings, conferences or conventions attended by representatives of the Association. Such leaves will be granted upon written application made not less than five (5) school days in advance to the administrator of Human Resources, and in no event shall more than three (3) teachers be granted such leaves at the same time from any school.

702.15 *National Service Leave*

- A. Leaves of absence for national service programs (Peace Corps and VISTA), without pay, shall be granted to regular contract teachers for a period of one (1) full semester or one (1) full year. Written application for such leave must be filed with the Superintendent no later than two (2) months prior to the beginning of the requested leave must be filed with the Superintendent no later than two (2) months prior to the beginning of the requested leave period. Credit on the salary schedule shall be given for time spent in teaching while on a national service leave.
- B. Termination of a national service leave shall be by written request of the teacher to the Superintendent not less than 120 days prior to the time that the teacher expects to return to duty in the Columbus City Schools. Failure to comply with this regulation shall be deemed an automatic resignation.
- C. At the time a teacher returns from national service leave, the bargaining unit member shall file with the Superintendent official evidence of their Peace Corps or VISTA service. Such official evidence is to include dates of service and duty assignments.

702.16 The Professional Leave Committee established by a Memorandum of Agreement in 1986 will continue to function as set forth in said memorandum and as agreed to by the parties. Further, the Board will provide \$200,000 per school year to fund this professional leave provision.

Article 703

Sabbatical Leave

703.01 Upon written application made not later than March 1 of any school year, and with the approval of the Superintendent and the Board of Education, not more than fifteen (15) teachers shall be granted sabbatical leaves for the following school year.

703.02 All applications for sabbatical leaves will be reviewed for recommendation to the Superintendent and Board by a committee consisting of three (3) representatives of the Board and three (3) representatives of the Association. The committee shall consider, among other qualifications, the following:

- A. The proposed program of the applicant as related to profes-

- sional graduate study, travel, writing or research
- B. The value of the proposed program to the Columbus City Schools, its pupils and the individual applicant.
- C. The applicant's total length of service with the Columbus City Schools.

703.03 Teachers approved for a sabbatical leave will be notified of their approval by April 30 or as soon thereafter as possible. Teachers on a sabbatical leave shall be entitled to a salary equal to the difference between the teacher's regular contract salary in effect at the time the sabbatical leave is approved and the minimum bachelor's degree salary in effect at the time the sabbatical leave is approved and the minimum bachelor's degree salary in effect at the time the sabbatical leave is approved.

703.04 A teacher on sabbatical leave will be given an employment contract for the year of leave.

703.05 In order to be eligible for a sabbatical leave, a teacher must have been employed in the Columbus City Schools for at least five (5) years.

703.06 Teachers requesting such leaves must accompany their application with a detailed plan for the use of the sabbatical leaves. Within sixty (60) days after the expiration of their leave, a teacher will make a written report to the Superintendent detailing the use which was made of the leave. If the leave was granted for graduate study, the teacher will present to the Superintendent a transcript from the university or college attended.

703.07 As a condition of being granted a sabbatical leave, a teacher must agree to teach in the Columbus City Schools for a period of one (1) school year upon returning from leave. Failure to do so will require the teacher to refund to the Board all payments received from the Board during the leave period.

703.08 Teachers on sabbatical leave shall be given full credit on the salary schedule for the period of leave.

703.09 All such sabbatical leaves shall be granted in conformity with the provisions of Section 3319.131 of the Ohio Revised Code.

Article 704

Reductions in Personnel

704.01 In the event a reduction in the number of teachers is necessary which requires the Board to suspend contracts, such reductions shall be implemented in conformity with Paragraph (a) below, whether in its present form or as revised in compliance with Paragraph (B) below.

- A. When by reason of decreased enrollment of pupils, return of duty of regular teachers after leaves of absence, or by reason of suspension of schools or territorial changes affecting the District, a Board of Education decides that it will be necessary to reduce the number of teachers, it may make a reasonable reduction. In making such reduction, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent who shall, within each teaching field affected, give preference to teachers on continuing contracts and to teachers who have greater seniority. Teachers, whose continuing contracts are suspended, shall have the right of restoration to continuing service status in the order of seniority of service in the District if and when teaching positions become vacant or are created for which

any of such teachers are or become qualified.

- B. During the term of this Agreement, any change to Section 3319.17 of the Ohio Revised Code shall automatically and simultaneously change Paragraph (A) in precisely the same manner without any consultation or agreement by the Board and Association.

704.02 The non-renewal of limited contract teachers resulting from program cancellations or other cutbacks not related to the evaluation or performance of personnel in the bargaining unit shall be accomplished on the basis of seniority in the system within the areas of certification/licensure affected by the reduction. Such teachers shall be considered in a layoff status and shall be recalled in the order of seniority as positions are available in their areas of certification/licensure. Seniority shall be measured from the first day of paid status as a member of the bargaining unit resulting from the most recent employment by the Board of Education without regard for unpaid leaves since such date. In case of a tie, the date of Board action to employ shall further determine seniority for layoff only. The Board shall recall all teachers on layoff status in the various areas of certification prior to employment of any new teachers in such certification areas.

Stipulations:

- A. In the event two or more teachers have equal seniority, all determinations in the order of non-renewal and recall within the equal group shall be made by the administration. In such event, the administration may give consideration to areas of certification/licensure, to past Columbus teaching assignments, to past teaching experience in other Districts, and to race or sex where staff balance is a consideration.
- B. As teaching positions become available, teachers who have been reassigned as a result of the reductions or other personnel, may again be reassigned at the discretion of the Administration to a teaching position more closely conforming to their assignment prior to the reduction transfer. More closely conforming is not intended to include geographical location of assignment.
- C. Teachers on layoff status with multiple certifications/license who are needed to fill an existing vacancy requiring such multiple certifications/licenses. Male and female physical education teachers may be considered separately for layoff and recall purposes. Music teachers shall be considered as vocal and instrumental for purposes of layoff and recall (as well as assignment) based upon their election. Current music teachers shall make their election during the fall of 1979 and new employees shall make their election during the first year of employment. Election shall be made on a form which indicates the purposes of the election and which provides for the election of instrumental, vocal or both.
- D. Teachers on a layoff status shall be responsible for keeping the administrator of Human Resources informed as to their current address and telephone number. Notification of recall by the administrator of Human Resources shall be to such address, and failure to contact the administrator of Human Resources, within fourteen (14) calendar days of the date of mailing shall remove the teacher from layoff status. The administrator of Human Resources will also attempt a telephone contact of the teacher. Further, failure to accept the offered assignment shall remove the teacher

from layoff status. Acceptance of an extra-duty assignment shall not be required as a part of such offered assignment. Teachers on layoff status may work as substitute teachers in the Columbus City Schools without jeopardizing their layoff status.

- E. Teachers who are reemployed from a layoff status shall have all seniority rights restored to their status which were in effect on their last date of employment including, but not limited to, salary, transfer and evaluation rights. As an example, a teacher with one year of experience prior to layoff would be given credit for one year of teaching experience on the salary schedule at the time of recall.
- F. All rights provided in this provision for teachers on a layoff status shall be limited to thirty-six (36) months.
- G. It is understood by the parties that it may be necessary to non-renew a larger number of teachers in various areas of certification/licensure than will ultimately be required. In practice, because non-renewal must occur prior to June 1 for the following school year, and because many resignations and retirements do not occur until after that date, many of the staff members who are notified of non-renewal may be recalled prior to the beginning of the following school year. However, the administration shall have the right to utilize substitute teachers in a limited number of positions during August and September before determining that such positions will be permanently needed and filled by teachers on a layoff status. In addition, substitute teachers may continue to be utilized in the same manner as in the past. In particular, this would include the use of substitute teachers:
 - 1. For teachers who are on sick leave;
 - 2. For the balance of the school year in vacancies occurring during the second semester; and
 - 3. For the balance of the school year in vacancies occurring throughout the school year provided there is reasonable expectation that layoffs may be necessary the following September.
- H. A teacher on an unpaid leave of absence shall be considered on layoff status if during the period of such unpaid leave the teacher would have been laid off under the provisions of this article had the teacher been on paid status. Further, such teacher shall be returned to paid status after the completion of such leave on the same basis as other teachers on layoff status as provided in this article.
- I. A six-member joint Association/Board committee shall be appointed to advise the administration on problems which may result from the implementation of this provision as such problems are identified by the administrator of Human Resources or the Association.

704.03 The non-retention in employment or the reduction of assignment below six (6) hours per day on a regular basis of full-time hourly professional employees (teachers) resulting from program cancellations or other cutbacks shall be accomplished on the basis of seniority among full-time hourly professional employees in the system within the program and area of certification affected by the reduction with the following stipulations:

- A. Seniority shall be measured from the first day of paid status in the earliest year of continuous employment by the Board of Education. To qualify as a year of continuous employment, the employee must have worked a minimum of thirty-seven (37) weeks with a minimum of six (6) hours per

day on a regular basis during the year.

- B. Such teachers shall be considered in a layoff status and shall be recalled in the order of seniority as contract or full-time hourly positions are available for which they are certified. Such teachers as may be recalled to contract teaching positions may, at the option of the Board, be reassigned at the end of the school year to a full-time hourly teaching position.
- C. All provisions of Section 704.02 of this article not in conflict with Section 704.03 shall also apply to full-time hourly professional employees.
- D. Any full-time hourly professional employee whose assignment is reduced to less than six (6) hours per day on a regular basis shall be considered on layoff status; however, such employee may elect to remain in the less than full-time position without prejudicing the bargaining unit member's rights under 704.03(B) above. ❖

Chapter 800

Article 801

Summer Employment

801.01 Each fall, during the term of this contract, summer school teaching employment for the following summer shall be made available to at least as many teachers as taught during the previous summer school term. Such teachers will receive a separate, supplemental contract for teaching in the summer school at the supplemental rate of pay established in this Agreement. In the event summer school pupil enrollment does not result in the need for all teachers receiving such supplemental contracts, such contracts of such teachers as are not needed will be null and void beginning with the least senior teacher. Supplemental contracts issued in accordance with this provision will contain language clearly establishing the right of the Board to declare such contracts null and void for reasons herein contained.

801.02 The employment of any summer school staff shall be made in accordance with the following:

Priority I. The selection of applicants will be based on seniority within the bargaining unit with the following stipulations:

- A. Employed in only one program in the Columbus City Schools during the summer
- B. Fully certified/licensed in the area applying
- C. Is willing to work the entire term
- D. Continuity of programs (classes) from regular school to summer school
- E. Have application filled out completely and in by the published deadline
- F. The most recent formal evaluation free of unsuccessful ratings
- G. Has not taught summer school for more than two (2) of the previous four (4) summers

Priority II. Members of the bargaining unit not meeting all of the stipulations in Priority I will be selected by the Administration to complete the summer school teaching staff.

801.03 Summer school teaching pay shall be in accordance with the supplemental hourly rate of pay established in this Agreement for the number of hours required in the given assignment.

801.04 Each summer school teacher shall have available supplies and equipment in amounts and kinds comparable to the supplies and equipment available to teachers of similar courses during the regular school year.

801.05 Administrative, supervisory and executive personnel will not be assigned to summer school teaching positions if qualified teachers are available to fill such positions.

801.06 Specialized programs or experiences offered in the summer outside the courses of study approved for regular instruction by the Board of Education are not covered by Section 801.02.

Article 802

Use of College Scrip

Scrip shall be issued according to the following priorities and stipulations:

Priority I. Present full-time professional staff members in M.A. or Ph.D. programs who must finish course work during the upcoming quarter or lose credits, and present full-time professional staff members, including vocational teachers, who must attend

the university to maintain their present position because of certification/licensure requirements.

Priority II. Professional staff members on sabbatical leaves. (Such staff members shall be given sufficient scrip for full-time attendance, subject to availability.) Priority II also includes certificated staff enrolled in a master's or doctoral program in a college of education.

Priority III. All other applicants, not in Priority groups I and II listed above, shall be considered on the basis of seniority in the Columbus City School System.

Stipulations:

- A. A joint Association/Board committee shall be appointed to resolve problems which may arise in the credit bank system and to apply the above-mentioned priorities if limitations or restrictions shall be deemed necessary by the committee.
- B. An application form which reflects the above priorities and which indicates whether or not the applicant is an Association member, shall be mutually developed by the parties. Association membership shall in no way relate to the priorities established above.

Article 803

Physical Examination

803.01 The cost of a physical examination of a teacher which is required by the Board shall be borne by the Board of Education. The Board shall have the right to designate the doctor to administer such required physical examination.

803.02 For the purposes of this article, the term physical examination does not include the initial employment physical examination required of all teachers new to the Columbus City Schools.

Article 804

Annuity Programs

804.01 The Board shall continue to provide payroll reductions from the annual salary of any regular teacher for any tax deferred annuity which is available from a company conforming to the Board's General Policies, Tax Deferred Annuities, revised April 1975; provided, however, that no deductions to a company will continue unless at least ten (10) employees have tax-deferred annuity deductions for that company. Any tax-deferred annuity deductions made for employees to a company with fewer than ten (10) employees as of June 1, 2000, shall be discontinued when the deduction contract authorization that is in effect on June 1, 2000, expires or on June 30, 2001, whichever occurs earlier. Members of the bargaining unit may change annuity companies or amounts entirely at the member's discretion.

804.02 The amount of the salary reduction shall be in conformance with applicable laws and rules of the Internal Revenue Service. The amount of the salary reduction shall be agreed to between the member of the bargaining unit and the annuity company. The Association and the member of the bargaining unit shall hold the Board harmless in regard to the amount of salary reduction, provided that the reduction is made in accordance with an amendment to a salary contract signed by the member of the bargaining unit and a representative of the annuity company. The Treasurer shall transmit all such salary reduction funds to the designated companies in accordance with Section 109.03(1)(5) of this Agreement.

Article 805

Disability Insurance Payroll Deductions

- A. The Association will indemnify the Board and Treasurer against all liability for all deductions and for all acts of the insurance carrier made in accordance and connection with this program.
- B. This article does not apply to annuity deductions.
- C. Teachers may enroll in voluntary payroll deductions during the annual open enrollment period. A teacher upon written notice can cancel such deductions at any time.

Article 806

Health Benefits

806.01 The Board shall provide one or more health benefit plans to teachers. As of January 1, 2010, the only such plans are the Preferred Provider Organization (“PPO”) plan and the Exclusive Provider Organization (“EPO”) plan. Those two plans, along with the prescription drug plan(s), will remain in effect as they existed in May 2009 until changed by the decision of the Joint CEA/Board of Education Insurance Committee established in Section 806.05 below. The Board will implement best practices at the time they are required by the State’s School Employees Health Care Board to be effective.

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

806.03 During the term of this Agreement, members of the bargaining unit may elect to enroll in a health maintenance organization offered by the Board as an alternative to the program provided above in Section 806.01. Such election shall be in accordance with the following:

- A. The employee shall pay, by the biweekly payroll deduction schedule, the difference between the cost of the health maintenance organization and the Board’s cost for such employee coverage as provided in Section 806.04 below.
- B. Teachers may change their status under this program with regard to enrollment, withdrawal, or change to other plans during the enrollment period.

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

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

The three-tiered premium structure (adding “single plus one”) will take effect January 1, 2010. Teachers who were CEA bargaining unit members in May 2009 shall, so long as they are continuously employed as teachers by the Board, be entitled to enroll a spouse for primary coverage with 90% Board contribution if a “qualifying event” occurs that allows change in enrollment outside the open enrollment period.

It is the parties’ intent to limit health and prescription drug (“insurance”) benefit cost increase to less than eight percent (8%) annually. Beginning in the fall of 2009, if the insurance plan consultant recommends increases in per employee per month (PEPM) funding for the calendar year beginning on the next January 1 of eight percent (8%) or more, the Joint CEA/Board of Education Insurance Committee shall determine what plan design changes to make, if any, to bring the PEPM funding increase below eight percent (8%) for the year beginning January 1. The Joint Committee may agree on plan design changes, higher contribution rates or a combination of both. If the Joint CEA/Board of Education Insurance Committee does not make such agreement, the funding increases above eight percent (8%) shall become employee surcharges through payroll deduction in addition to the employee cost for insurance set forth above. The parties’ agreements about domestic partners or children of domestic partners shall terminate and be of no force and effect on the first (1st) day of the next health insurance year that is at least one hundred and twenty (120) days after any legal change that makes marriage of same-sex domestic partners in Ohio legal.

806.05 Joint CEA/Board of Education Insurance Committee

The parties agree to continue to maintain a joint insurance committee, consisting of five (5) persons appointed by the Association President and four (4) persons appointed by the Superintendent. The Association President and the Superintendent shall each name a co-chair.

- A. Mission: To provide leadership and guidance in the management of the district’s health benefits provided for the CEA bargaining unit.
- B. Decisions: All attempts will be made to utilize consensus decision making strategies; however, in lieu of such, at least 2/3 vote of the full committee membership will be required to pass a resolution or reach agreement.
- C. Scope: The joint committee shall make recommendations to the Board of Education on matters including, but not limited to, plan design, wellness programs, coverage for other members of the teacher’s household, funding levels, premiums and employee contribution levels for the CEA bargaining unit.

These recommendations, if approved and signed by the CEA President and Superintendent, shall be binding as if negotiated and ratified.

- D. Meetings: Meetings will be scheduled as needed by the co-chairs. Each meeting will have a regular recorder (non-voting). A quorum is required consisting of at least three (3) members from the Association and two (2) members from Administration. The joint committee will make recommendations on the selection of providers and consultants.

Article 807

Dental Insurance

During the term of this Agreement, the Board shall continue the current dental insurance program, as specifically modified below, for members of the bargaining unit electing and eligible for such coverage, in accordance with the following provisions and stipulations:

- A. The Board shall pay ninety (90) percent of the cost of the unitary rate for regular contract employees employed a minimum of one-half time or more and for full-time hourly professional employees. Such employees shall pay ten (10) percent of the cost of such coverage by the payroll deduction schedule.
- B. In the event the Board elects to change the insurance carrier during the term of this Agreement, the benefits provided under such insurance programs shall not be reduced.
- C. The dental insurance program shall be follows:

1. *Description of Covered Services*

Subject to the exclusions and limitations hereinafter stated, the following is a brief description of covered dental services when such services are rendered by a licensed dentist and when necessary and customary, as determined by the standards of generally accepted dental practice: This program pays the following percent of the Usual, Customary and Reasonable Fees

2. *Basic Dental Services*

Preventive: 100%
Prophylaxis (cleaning, scaling and polishing, not more often than once in any six-month period), topical application of fluoride solutions, space maintainers, oral examinations, and emergency (palliative) treatment.

Diagnostic: 100%
X-rays and other diagnostic procedures to evaluate the existing condition to determine the required dental treatment. Also included are diagnostic casts, when necessary.

Oral surgery:80%
Procedures for extractions and other oral surgery, including pre- and post-operative care.

Restorative:80%
Provides amalgam, synthetic porcelain and plastic restorations for treatment of carious lesions. Restorative crowns, onlays and other cast restorations are benefits only when other materials will not satisfactorily restore the tooth.

Endodontics:80%
Procedures for pulpal therapy and root canal filling.

Periodontics:80%
Procedures for treatment of the tissue supporting the teeth.

Prosthodontics:50%

Procedures for construction of bridges, partial and complete dentures.

Orthodontics:50%

Procedures for the correction of malposed teeth.

3. ***Deductible***

There are no deductibles

4. ***Maximum Benefit***

Each eligible patient shall be entitled to a \$1,500.00 benefit per calendar year, except that Orthodontics shall be limited to a lifetime maximum benefit of \$1,000.00 per patient.

5. ***Exclusions***

- Dental services which are compensable under Worker's Compensation or other similar laws
- Surgical services with respect to congenital or developmental malformations and dentistry for purely cosmetic reasons.
- Any prosthodontic service started prior to the date the patient became eligible
- General anesthesia other than for oral surgery
- Prescription drugs and appliances other than the prosthodontic appliances
- Sealants, oral hygiene instruction and dietary instruction
- Plaque control programs
- Myofunctional therapy
- Treatment for disturbance of the temporomandibular joint
- Procedures, appliances or restorations necessary to increase vertical dimension and/or restore or maintain the occlusion—such procedures include, but are not limited to, equilibration, periodontal splinting, restoration of tooth structure lost from attrition and restoration of malalignment of the teeth.
- All other services not specified.

6. ***Limitations***

- Full-month X-rays are a benefit once in a three-year period.
- Bitewing X-rays are a benefit once in each six months.
- Prophylaxis is a benefit once in each six months.
- Gold restorations are provided when amalgams, silicates or plastics cannot satisfactorily restore a tooth.
- Prosthodontics and crowns are a benefit once in any five-year period.
- The allowance for a standard prosthodontic appliance will be allowed toward the cost of an implant.

7. ***Predetermination of Benefits***

If other than brief and routine dental services are needed, an Attending Dentist's Statement (claim form) listing the proposed services should be submitted to Delta Dental Plan of Ohio in advance of the dentist completing such services. The Predetermination of Benefits procedure will enable Delta Plan of Ohio to verify eligibility and state the amount of benefit payable by your program.

Article 808

Vision Care Insurance

Effective January 1, 1998, or as soon thereafter as feasible, and for the duration of this Agreement, the following vision care coverage shall be provided at Board expense for all members of the bargaining unit.

Prepaid Program

(Provides benefits through participating and non-participating providers)

Participating Providers

- Exam\$10 copayment
- Materials\$10 copayment

Frequency:

- Examonce every 24 months
- Lenses.....once every 24 months
- Framesonce every 24 months

(Subject to plan limitations on participating providers)

Non-Participating Providers

Plan will reimburse up to these levels:

- Eye examination..... \$35
- Single-vision lens, up to \$25
- Bifocal lens, up to \$40
- Trifocal lens, up to..... \$55
- Lenticular lens, up to \$80
- Frame, up to \$35
- Contact lenses (necessary for vision correction) \$210
- Contact lenses (elective) \$105

Services obtained through non-participating providers are subject to the same copayments and limitations as through plan limitations on participating doctors.

Article 809

Term Life Insurance

809.01 The Board shall provide, at Board expense, \$50,000 group term life insurance for members of the bargaining unit employed on a full-time basis and shall provide, at Board expense, \$25,000 group term life insurance for members of the bargaining unit who are contract teachers employed on a half-time basis or more but less than full time.

809.02 Members of the bargaining unit may elect to buy additional group term life insurance in addition to that provided in Article 809.01 The parties shall provide opportunity for individuals to purchase additional term life insurance in the maximum amount permitted by the carrier. To the extent possible, coverage shall be offered to bargaining unit members without need of physical exams. This additional insurance shall be paid through payroll deduction with the employee paying the total cost of the voluntary additional life insurance, effective January 1, 2010. Election of this additional coverage or deletion of this additional coverage shall be made each year only during the open enrollment period with an effective date of the following January 1.

Article 810

Severance Pay

810.01 Members of the bargaining unit who have been employed by the Board for at least five (5) consecutive years may, at the time of

their separation from service with the Columbus City Schools, elect to be paid in cash for the value of their accrued but unused sick leave and personal leave credit in accordance with Section 810.02 below. The following stipulations shall apply:

- A. Only those members of the bargaining unit whose effective date of retirement with the State Teachers Retirement system is no later than one hundred twenty (120) calendar days after the last paid day of service, the last day of an unpaid leave of absence with the Columbus City Schools or while on layoff status as defined in Article 704 of this Agreement, shall be eligible to be paid for such accrued but unused sick leave/ personal leave credit.
- B. Such payment shall be based on the eligible member's rate of pay at the time of separation.
- C. Payment for sick leave and personal leave on this basis shall be considered to eliminate all sick leave and personal leave credit accrued by the eligible member at that time.
- D. Such payment shall be made only once to any employee.
- E. Such payment shall be made on the first payroll date, if feasible, otherwise the second payroll date, following the effective date of the teacher's retirement with STRS, and in no case will the payment be made outside of the two and one-half month period after the employee's last paid contract day.

810.02 The cash payment to an eligible member or beneficiary receiving severance pay shall be determined by and shall include the following:

- A. Fifty (50) percent of the member's accrued but unused sick leave if the member's accrued but unused personal leave days.
- B. The following percentage of the member's accrued but unused sick leave if the member gives the Human Resources department written notice of intent to retire by February 1 when the effective date of retirement is from May 31 to October 31 inclusive, or if the member gives the Human Resources Department written notice after September 1 and ninety (90) days before the effective date of retirement, when the effective date of retirement is between November 1 and May 31.

<i><u>Accumulated Sick Leave</u></i>	<i><u>Percentage Applicable to the Specified Number of Days</u></i>
0-100.....	25%
>100-200	30%
>200-300	35%
>300-400	40%
>400.....	45%

- C. However, twenty (20) percent of the member's accrued but unused sick leave if the member gives the Human Resources Department written notice of intent to retire after February 1 of a school year when the effective date of retirement is from May 31 to October 31 inclusive, or if the member gives the Human Resources Department less than ninety (90) days notice before the effective date of retirement, when the effective date of retirement is to be between November 1 and May 31. Exceptions to this provision shall be subject to written mutual agreement of the parties.

810.03 Severance pay benefits for an eligible member of the bargaining unit who dies while on active status or on leave of absence

shall be paid to the member's life insurance beneficiary. A member shall be eligible for this benefit if, at the time of death, the member was eligible for superannuation retirement benefits.

Article 811

Voluntary Employee Separation Assistance Plan (VESA)

The Parties may jointly examine the possibility of an early separation incentive.

Article 812

STRS Board "Pick-Up"

STRS-Board "Pick-up" shall be implemented and effective beginning with the first pay period of the 1983-84 school year for the teachers on pay plans A and B and effective with the pay period beginning September 1, 1983, for teachers paid on a monthly basis. This change in procedure will be of no cost to the Board and is solely for the purpose of reducing current tax for members of the bargaining unit and will remain in effect so long as Revenue Ruling No. 77-462 remains substantially unchanged. Teachers are individually responsible for reviewing the relationship between this article and their other tax deferral arrangements, if any.

Article 813

Effective Dates

For effective dates, see Section 109.03 (I)(15)

Article 814

Cafeteria Premium Payment Plan

Effective with pay dates beginning January 1, 1993, the Board shall sponsor and administer a Cafeteria Premium Payment Plan established in accordance with Internal Revenue Code Section 125 for members of the bargaining unit. Under this plan, all employee payroll deductions towards the premium(s) for health (Article 806), dental (Article 807), vision (Article 808), life (Article 809), and/or disability (Article 805) insurance(s) will be paid into the Cafeteria Premium Payment Plan. It is the intention that such employee payroll deductions will be excluded from an employee's gross income under Section 125 of the Internal Revenue Code. This Cafeteria Premium Payment Plan is provided solely for the purpose of reducing current income tax for members of the bargaining unit who contribute employee payroll deductions for insurance premiums. The Board will have no liability to the members of the bargaining unit for the tax treatment of such employee payroll deductions, and is assuming no additional portion of the cost of such benefits. This Cafeteria Premium Payment Plan will continue to be sponsored by the Board only to the extent that Section 125 of the Internal Revenue Code or the regulations promulgated thereunder remain substantially unchanged.

Article 815

Employee Assistance Program (EAP)

Within sixty (60) days of the effective date of this Agreement, a committee will be established for the purpose of continuing the development of an Employee Assistance Program (EAP) for all Columbus City School employees. The Association shall have a right to appoint at least as many members to this committee as any other employee organization represented. The committee will oversee the EAP or establish another body which will oversee the EAP. ❖



The members of the Columbus Education Association (CEA) are deeply invested in the success of each of our students. In order to affect positive political change that will improve the future for Columbus students, teachers and our school community, CEA established Teachers for Better Schools (TBS).

TBS is the political action committee of CEA. It raises money for local and state pro-public education candidates who recognize that we are deeply committed to the success of every child. TBS supports elected officials who put our students at the center of education reform. CEA does not use any dues money to promote individual candidates.

Ask your Senior Faculty Representative for an application.

Chapter 900

Article 901

Salary Policies

- 901.01** It is the conviction of the Board and the Association that salaries should be at a level which will enable teachers to assume a place in the community in keeping with the importance of their work and which will provide security for their later years.
- 901.02** Progress toward maximum salaries shall be made by increments.
- A. A full increment shall be granted to members who have served 120 or more school days within a given school year.
 - B. Those teachers currently employed by the Board who have received credit for partial increment shall continue to receive the amount of that partial increment in effect prior to this Agreement.
 - C. Salary column placement for training beyond the bachelor's degree shall be effective the earning period following the submission of the required documentation to the Human Resources Department.
- 901.03** Half-time contract teaching shall qualify for a year of teaching experience for salary credit purposes with the following stipulations:
- A. The teacher has served 120 or more school days within each of two school years.
 - B. The two years being combined shall be for services in the Columbus City Schools.
 - C. This provision shall be applied to qualifying service provided after July 1, 1983.
- 901.04** Credit for years of teaching experience outside the Columbus City School District for salary purposes, up to a maximum of five (5) years, shall be granted to teachers with a Trades and Industries certificate who are initially employed to teach under such certificate, in accordance with the guidelines established under Section 904.05. After initial employment, members of the bargaining unit reassigned into a Trades and Industries teaching area or reassigned out of a Trades and Industries teaching area shall not have their outside teaching experience for salary purposes re-evaluated on the basis of such guidelines. This section shall be applicable to all teachers, with a vocational education teaching certificate/license and hire date of July 1, 1992, or later, who are initially employed to teach under such certificate. OWE and OWA shall not be considered a Trades and Industries or vocational teaching area for purposes described in this section. Experience credit for vocational teachers hired on or after July 1, 2000, based upon documented other related employment or related self-employment, up to ten (10) years' experience. If years of experience are used as a substitute for a degree and the teacher subsequently obtains a degree after July 1, 2000, those years of experience shall be given to the teacher as experience credit on the experience steps.
- 901.05** Members of the bargaining unit possessing a bachelor's degree and providing service in a Trades and Industries teaching area shall be placed on the 150 Hours and Bachelor's Degree track for salary purposes. OWE and OWA shall not be considered a Trades and Industries teaching area for purposes described in this section.
- 901.06** Recognition of training shall be on the basis of transcripts of credit.
- 901.07** Credit for years of public school teaching experience shall be granted in full up to five (5) years and, for teachers hired on or

after July 1, 2000, may be granted up to ten (10) years. A “year” shall consist of at least one hundred and twenty (120) days for at least seven (7) hours per day during a school year. Public school teaching experience, for purposes of this provision, shall include teaching experience in all public schools, teaching experience in accredited armed forces and U.S. State Department Dependency Schools, and teaching experience in the Peace Corps and VISTA. Service credit may be given to physical therapists, school social workers, nurses, occupational therapists and speech therapists for private employment or self-employment prior to employment by the Board, with at least eight months’ full-time employment or self-employment in a twelve-month period counting as one year.

901.08 Eligibility for the Master’s Degree Plus 30 Semester Hours track shall be based on credit earned after the date of the master’s degree.

901.09 Eligibility for the Master’s Degree Plus 30 Semester Hours track and the Ph.D. Degree track shall be granted for graduate study in the field of education or graduate study which is generally related to the teacher’s area of certification.

901.10 The annual contract salary for members of the bargaining unit on teachers’ payroll plan A or teachers’ payroll plan B shall be divided into twenty-one (21) equal checks for teachers on payroll plan A and twenty-six (26) equal checks for teachers on payroll plan B and such members shall have the option of receiving their checks on plan A or plan B. The confidentiality of individual checks shall be maintained through the use of pay envelopes or other procedures mutually agreed upon by the parties.

901.11 Notwithstanding Article 901, during the term of this Agreement, placement on the salary schedules in Article 902 shall be at the Bachelor’s Degree, 3-years experience step, unless and until such time as the training and experience places a teacher at a higher salary. No teacher placed at the Bachelor’s Degree, 3-year experience step shall be placed on that step for more than three consecutive school years. Teachers who move to the Bachelor’s Degree, 4-years experience column shall be deemed to have 4-years experience when they exit the Bachelor’s Degree, 3 years experience step for purposes of future placement in the Bachelor’s Degree column but in that column only.

901.12 Teachers paid in accordance with Sections 902.01, 902.05, and 902.09 who are eligible for placement on the Ph.D. track shall be paid 6.4 percent more than the Master’s Degree Plus 30 Semester Hours track from the 0-years experience level through the 14-years experience level.

901.13 Teachers shall be paid by direct deposit to a bank, subject to the following:

A. The employee must select at least one (1) but not more than two (2) bank(s), savings and loan(s) or credit union(s) which are members of the Federal Reserve Wire System and willing and able to accept direct deposits.

B. The Board shall furnish the employee with a direct deposit statement of earnings for the pay period.

901.14 Supplemental wages will be included in the regular paycheck. The federal tax deduction will be calculated according to method B for supplemental wages in the *IRS Circular E, Employer’s Tax Guide*.

901.15 The Board shall create a special fund for receipt of gifts, donations and grants from persons or organizations for the purpose

of rewarding members of the bargaining unit for obtaining new certification or licensure in an area identified by the Human Resources Department as a shortage teaching field. Stipends may be paid from this fund to such members.

Article 902

Teacher Salary Schedules

902.01 Effective August 19, 2019, teachers and school nurses possessing a valid school nurse certificate shall be paid in accordance with the following:

Steps/ Years Expe- rience	Pre-License Bachelor's Degree	Bachelor's Degree	150 Hours and Bachelor's Degree	Master's Degree	Master's Degree + 30 Semester Hours	Ph.D.
0	34,257	42,981	44,227	47,666	48,569	51,677
1	34,257	42,981	44,227	48,612	49,556	52,729
2	35,632	44,701	45,990	49,556	50,546	53,781
3	37,049	46,506	47,837	51,534	52,566	55,930
4	38,554	48,354	49,729	53,598	54,629	58,125
5	40,059	50,288	51,750	55,747	56,820	60,457
6	41,691	52,308	53,813	57,982	59,099	62,882
7	41,691	54,371	55,962	60,301	61,463	65,397
8	41,691	56,563	58,196	62,709	63,956	68,049
9	41,691	58,842	60,517	65,203	66,492	70,747
10	41,691	61,162	62,925	67,823	69,156	73,583
11	41,691	63,612	65,460	70,532	71,907	76,509
12	41,691	66,192	68,083	73,369	74,787	79,574
13	41,691	68,812	70,790	76,291	77,796	82,775
14	41,691	71,564	73,626	79,344	80,890	86,067
15	41,691	74,443	76,592	82,634	84,267	89,653
16	41,691	74,626	76,775	82,925	84,559	89,945
17	41,691	74,809	76,957	83,109	84,741	90,128
18	41,691	74,809	76,957	83,109	84,741	90,128
19	41,691	75,636	77,785	83,935	85,569	90,955
20	41,691	76,462	78,611	84,762	86,395	91,781
21	41,691	76,462	78,611	84,762	86,395	91,781
22	41,691	76,462	78,611	84,762	86,395	91,781
23	41,691	77,730	79,880	86,030	87,664	93,050
24	41,691	79,000	81,149	87,299	88,932	94,319
25	41,691	79,000	81,149	87,299	88,932	94,319
26	41,691	79,000	81,149	87,299	88,932	94,319
27	41,691	80,753	82,903	89,054	90,687	96,073
28	41,691	82,507	84,656	90,807	92,440	97,826
29	41,691	82,507	84,656	90,807	92,440	97,826
30	41,691	84,343	86,491	92,643	94,277	99,663
31	41,691	86,178	88,327	94,477	96,110	101,496

902.02 Effective at the beginning of the 2020–2021 school year, teachers and school nurses possessing a valid school nurse certificate, shall be paid in accordance with the following:

Steps/ Years/ Experi- ence	Pre-License Bachelor's Degree	Bachelor's Degree	150 Hours and Bachelor's Degree	Master's Degree	Master's Degree + 30 Semester Hours	Ph.D.
0	35,285	44,271	45,554	49,097	50,026	53,228
1	35,285	44,271	45,554	50,071	51,044	54,311
2	36,701	46,042	47,370	51,044	52,063	55,395
3	38,161	47,901	49,273	53,081	54,144	57,608
4	39,711	49,806	51,222	55,207	56,269	59,869
5	41,261	51,797	53,303	57,420	58,525	62,271
6	42,943	53,877	55,428	59,722	60,873	64,768
7	42,943	56,002	57,641	62,111	63,308	67,359
8	42,943	58,261	59,942	64,591	65,875	70,091
9	42,943	60,608	62,333	67,160	68,487	72,869
10	42,943	62,997	64,813	69,859	71,231	75,791
11	42,943	65,521	67,424	72,649	74,065	78,805
12	42,943	68,178	70,126	75,571	77,031	81,961
13	42,943	70,877	72,914	78,580	80,130	85,259
14	42,943	73,712	75,836	81,725	83,317	88,649
15	42,943	76,677	78,890	85,113	86,796	92,343
16	42,943	76,865	79,079	85,414	87,096	92,644
17	42,943	77,054	79,267	85,602	87,284	92,832
18	42,943	77,054	79,267	85,602	87,284	92,832
19	42,943	77,906	80,119	86,453	88,137	93,684
20	42,943	78,756	80,969	87,305	88,988	94,535
21	42,943	78,756	80,969	87,305	88,988	94,535
22	42,943	78,756	80,969	87,305	88,988	94,535
23	42,943	80,062	82,276	88,611	90,295	95,842
24	42,943	81,370	83,584	89,918	91,601	97,149
25	42,943	81,370	83,584	89,918	91,601	97,149
26	42,943	81,370	83,584	89,918	91,601	97,149
27	42,943	83,176	85,390	91,726	93,409	98,956
28	42,943	84,983	87,196	93,532	95,214	100,762
29	42,943	84,983	87,196	93,532	95,214	100,762
30	\$42,943	86,873	89,086	95,423	97,106	102,653
31	\$42,943	88,764	90,977	97,312	98,994	104,542

902.03 Effective at the beginning of the 2021–2022 school year, teachers and school nurses possessing a valid school nurse certificate, shall be paid in accordance with the following:

Steps/ Years Expe- rience	Pre-Licence Bachelor's Degree	Bach- elor's Degree	150 Hours and Bachelor's Degree	Master's Degree	Master's Degree + 30 Semester Hours	Ph.D.
0	36,344	45,600	46,921	50,570	51,527	54,825
1	36,344	45,600	46,921	51,574	52,576	55,941
2	37,803	47,424	48,792	52,576	53,625	57,057
3	39,306	49,339	50,752	54,674	55,769	59,337
4	40,903	51,301	52,759	56,864	57,958	61,666
5	42,499	53,351	54,903	59,143	60,281	64,140
6	44,232	55,494	57,091	61,514	62,700	66,712
7	44,232	57,683	59,371	63,975	65,208	69,380
8	44,232	60,009	61,741	66,529	67,852	72,194
9	44,232	62,427	64,203	69,175	70,542	75,056
10	44,232	64,888	66,758	71,955	73,368	78,065
11	44,232	67,487	69,447	74,829	76,287	81,170
12	44,232	70,224	72,230	77,839	79,342	84,420
13	44,232	73,004	75,102	80,938	82,534	87,817
14	44,232	75,924	78,112	84,177	85,817	91,309
15	44,232	78,978	81,257	87,667	89,400	95,114
16	44,232	79,171	81,452	87,977	89,709	95,424
17	44,232	79,366	81,646	88,171	89,903	95,617
18	44,232	79,366	81,646	88,171	89,903	95,617
19	44,232	80,244	82,523	89,047	90,782	96,495
20	44,232	81,119	83,399	89,925	91,658	97,372
21	44,232	81,119	83,399	89,925	91,658	97,372
22	44,232	81,119	83,399	89,925	91,658	97,372
23	44,232	82,464	84,745	91,270	93,004	98,718
24	44,232	83,812	86,092	92,616	94,350	100,064
25	44,232	83,812	86,092	92,616	94,350	100,064
26	44,232	83,812	86,092	92,616	94,350	100,064
27	44,232	85,672	87,952	94,478	96,212	101,925
28	44,232	87,533	89,812	96,338	98,071	103,785
29	44,232	87,533	89,812	96,338	98,071	103,785
30	44,232	89,480	91,759	98,286	100,020	105,733
31	44,232	91,427	93,707	100,232	101,964	107,679

Article 903

Supplemental Hourly Rate

Except as provided elsewhere in this Agreement for specific supplemental services, effective the first teacher work day of the 2019–2020 school year, the rate of pay for Board authorized supplemental services provided by members of the bargaining unit shall be \$33.63 per hour. Effective the first teacher work day of the 2020–2021 school

year, the rate of pay for Board authorized supplemental services provided by members of the bargaining unit shall be \$34.64 per hour. Effective the first teacher work day of the 2021–2022 school year, the rate of pay for Board authorized supplemental services provided by members of the bargaining unit shall be \$35.68 per hour.

Article 904

Full-Time Hourly Professional Employees

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

Effective July 1, 2019:

<u>Years of Experience</u>	<u>Hourly Rate</u>
0, 1 or 2	\$36.71
3	37.39
4 or 5	38.08
6	38.77
7 or more	39.48

Effective July 1, 2020:

<u>Years of Experience</u>	<u>Hourly Rate</u>
0, 1 or 2	\$37.82
3	38.52
4 or 5	39.23
6	39.94
7 or more	40.67

Effective July 1, 2021:

<u>Years of Experience</u>	<u>Hourly Rate</u>
0, 1 or 2	\$38.96
3	39.68
4 or 5	40.41
6	41.14
7 or more	41.89

904.02 Full-time hourly professional employees shall be entitled to two weeks of paid vacation annually upon completion of 37 weeks of full-time employment. Full-time hourly professional employees working a minimum of forty-eight (48) weeks per year shall be entitled to three (3) weeks of paid vacation annually after ten (10) years of continuous service. Guidelines for the reasonable use of such vacation shall be developed by the administrators in each of the full-time hourly rate programs in consultation with the Association faculty representative. Such guidelines shall make provisions for requiring the use of vacation prior to the expiration date of programs where continuation of such program is not reasonably assured.

904.03 Full-time hourly professional employees shall be provided all the benefits of this Agreement except that leave return provisions shall be dependent upon the continued availability of the program from which the employee took such leave.

904.04 Full-time hourly professional employees shall be granted the following paid holidays at their regular rate of pay: Labor Day, Thanksgiving Day, Christmas Day, New Year’s Day, Martin Luther King Day, one (1) day during spring vacation, Memorial Day, and Independence Day. Such employees shall be paid at

their regular rate of pay for “snow days” so long as they were scheduled to work on such days and their school program was canceled by the Superintendent.

904.05 The following guidelines shall be followed in determining teaching years of experience for full-time hourly professional employees:

- A. All full-time previous Columbus City School District teaching experience is counted.
- B. A maximum of five (5) years experience out of the system with or without a degree.
 - 1. Includes military service.
 - 2. Industrial experience can be counted if it is for twelve (12) months per year and above and beyond certification requirements.
- C. Full-time teaching experience if it is for 120 days or more per year.
- D. Teaching experience in public education institutions, maximum of five (5) years.
- E. Teaching in federally funded programs, such as: Concentrated Employment Programs, Neighborhood Youth Corps, Manpower Development and Training
- F. In order to be counted, federally funded programs must meet full-time teaching requirements: six (6) or more hours per day, five (5) days per week and thirty-seven (37) weeks per year
- G. Substitute teaching in Columbus City Schools if 120 days or more per year.
- H. Degree person-recognize and give credit for industrial experience up to five (5) years.

904.06 In the event the Board adjusts the work week for full-time hourly employees so that such an employee works thirty (30) or more hours per week but less than five (5) days per week, such employee shall retain full-time hourly status.

904.07 Each full-time hourly professional employee shall be employed under a limited contract whose duration is at least equal to one (1) school year. Subject to the provisions of Article 401 and Section 704.3 of this Agreement, any such contract shall be deemed renewed for a like term at the negotiated salary unless, on or before a date that is ninety (90) calendar days before the ending date of such contract, the Board gives the full-time hourly professional employee employed thereunder written notice of its intention not to renew same.

904.08 A full-time hourly professional employee who is or becomes eligible for a continuing contract (as established by state law) shall be offered the next regular contract teaching vacancy (for which the teacher is certificated) after the teacher has provided the necessary documentation to the Human Resources establishing such eligibility. If the teacher accepts the vacancy, the teacher shall be granted a continuing contract. Rejection of the offered vacancy by the teacher shall permanently terminate the Board’s obligation under this section to that teacher. A full-time hourly professional employee who is or becomes licensed in a compulsory school age area in keeping with provisions of this Agreement. If such transfer is allowed, such employee shall no longer be a full-time hourly employee.

Article 905

Pay for Extra Duties

905.01 During the term of this Agreement, teachers performing the following extra duty assignments shall be paid in accordance with the following schedule: (Payment shall be made in a single payment as soon as practicable following the completion of the performance of the extra duty. Payments shall be made on the sixth, thirteenth, fifteenth and twenty-first pay dates. Payment throughout each school year shall be determined on the basis of the BA minimum salary in effect on September 1 of each school year.)

- A. After four (4) complete years of continuous service in an extra duty position, a teacher continuing in an extra duty position will be paid in accordance with Step 2 so long as service is continuous. Continuous service shall not be transferable between Group A and Group B. Teachers providing service under two (2) or more supplemental contracts must provide continuous service under two (2) or more supplemental contracts in order to be eligible for Step 2 under the additional contract(s).
- B. The Superintendent and the President of the Association each shall appoint three (3) persons to a joint committee by thirty (30) days following ratification of this Agreement. The committee shall make decisions by consensus to revise the percentages in the supplemental salary scale contained in this Section 905.01 above based on relative levels of responsibility and number of participants in the three (3) prior school years in the activities and sports. The joint committee shall make its recommendations as soon as reasonably possible. Its recommendations shall not increase the total cost of supplemental salaries and shall include the following supplemental duties: JV Golf, JV Tennis, Middle School Girls Volleyball, Middle School Softball and Middle School Baseball. (The total cost of supplemental salaries may increase through changes in the base salary on which supplementals are calculated.) The recommendations of the joint committee shall be implemented if approved in a written memorandum by the Superintendent and President of the Association.

Assignment

Group A	Step 1(%)	Step 2(%)
Senior Cheerleader Advisor A (15 hours)	7.23%	8.68%
Senior Cheerleader Advisor B (15 hours)	7.23%	8.68%
Senior Director, Instrumental Music (40 hours)	15.23%	18.13%
Senior Drill Team Advisor A (15 hours)	6.18%	7.18%
Senior Drill Team Advisor B (15 hours)	6.18%	7.18%
Senior Head Coach		
Boys' Baseball* (15 hours)	13.27%	16.17%
Boys' Basketball* (30 hours)	14.45%	17.35%
Boys' Cross Country (30 hours)	10.35%	12.35%
Boys' Football* (96 hours)	19.62%	22.51%
Boys' Soccer (30 hours)	10.35%	12.35%
Boys' Tennis (15 hours)	9.17%	11.17%
Boys' Track & Field* (15 hours)	13.27%	16.17%
Boys' Wrestling* (25 hours)	14.05%	16.95%

Girls' Basketball* (30 hours)	14.45%	17.35%
Girls' Gymnastics (25 hours)	9.95%	11.95%
Girls' Soccer (30 hours)	10.35%	12.35%
Girls' Softball (15 hours)	13.27%	16.17%
Girls' Tennis (30 hours)	10.35%	12.35%
Girls' Track & Field (15 hours)	13.27%	16.17%
Girls' Volleyball* (30 hours)	14.45%	17.35%
Bowling (15 hours)	8.00%	10.00%
Golf (30 hours)	10.35%	12.35%
Swimming (25 hours)	9.95%	11.95%

Senior Assistant Coach

Boys' Baseball (15 hours)	9.17%	11.17%
Boys' Football (96) hours)	15.52%	17.52%
Boys' Soccer (30 hours)	8.00%	10.00%
Boys' Track & Field (15 hours)	9.17%	11.17%
Girls' Soccer (30 hours)	8.00%	10.00%
Girls' Softball (15 hours)	9.17%	11.17%
Girls' Track & Field (15 hours)	9.17%	11.17%

Senior Reserve Coach

Boys' Baseball (15 hours)	9.17%	11.17%
Boys' Basketball (30 hours)	10.35%	12.35%
Boys' Soccer (30 hours)	8.00%	10.00%
Boys' Wrestling (25 hours)	9.95%	11.95%
Girls' Basketball (30 hours)	10.35%	12.35%
Girls' Soccer (30 hours)	8.00%	10.00%
Girls' Volleyball (30 hours)	10.35%	12.35%

Freshman Coach

Boys' Baseball	6.00%	7.00%
Boys' Basketball	6.00%	7.00%
Boys' Track	6.00%	7.00%
Boys' Wrestling	6.00%	7.00%
Girls' Basketball	6.00%	7.00%
Girls' Softball	6.00%	7.00%
Girls' Track	6.00%	7.00%

Middle School Coach

Boys' Basketball	6.00%	7.00%
Girls' Basketball	6.00%	7.00%
Soccer	6.00%	7.00%
Track	6.00%	7.00%

Middle School Assistant

Soccer	5.00%	6.00%
Track	5.00%	6.00%

*Credit for continuous service in other Group A extra duty positions shall be limited to a maximum of two (2) years.

Assignment

Group B	Step 1(%)	Step 2(%)
Senior Yearbook Advisor (30 hours)	10.35%	12.35%
Elementary Lunchroom	8.00%	10.00%
Department Chairpersons	8.00%	10.00%
Middle School Activity/Intramural Directors (3)	8.00%	10.00%
Senior Class Advisor	8.00%	10.00%
Senior Drama (by production-2 per year)	4.00%	5.00%
Senior Newspaper or Literary Publication (Limit 1)	4.00%	5.00%

Chess Club Advisor	4.00%	5.00%
Senior Vocal Music	3.50%	4.00%
Elementary Safety Patrol	3.50%	4.00%
Academic Decathlon, Academic League, Mock Trial (Limit 2)	2.80%	3.30%
Middle School Drama (by production-1 per year)	2.00%	2.50%
Middle School Instrumental Music	2.00%	2.50%
Middle School Vocal Music	2.00%	2.50%
Columbus Educators of Tomorrow	2.00%	2.50%

Beginning with the 2020–21 School Year

Department chairs (H.S.) (English, Math, Science, Social Studies, Unifies Arts, Spec. Ed. and ESL) (30 hours)	16.00%	20.00%
Department Chairs (M.S.) (English, Math) (30 hours)	16.00%	20.00%
Elementary School Department Leaders (Literacy or Math) (30 hours)	16.00%	20.00%

Department chair/leader positions shall be reflective of elementary, middle, and high school grade bands regardless of the building grade band composition.

905.02

- A. The number of hours indicated in parentheses after certain positions above represent hours worked in the supplemental position either prior to the opening of the school year, during the winter recess, during the spring recess or after the close of the school year. Included in the indexed rates of pay above is the supplemental hourly rate for such hours of service. Failure to perform such hours of service shall result in a corresponding reduction in pay for the supplemental service.
- B. An instrumental music assistant shall be employed for forty (40) hours at the supplemental hourly rate of pay during the two (2) weeks prior to the opening of school to assist the senior director, instrumental music.

905.03 Teachers with the following extra duty responsibilities shall not have more than six (6) daily assignments in addition to a registration period assignment:

- Senior Head Coach, Boys' Football
- Senior Head Coach, Basketball
- Senior Head Coach, Boys' Baseball
- Senior Head Coach, Track and Field
- Senior Head Coach, Boys' Wrestling
- Senior Head Coach, Girls' Volleyball
- Senior Head Coach, Girls' Softball
- Middle School and Senior Audio Visual Advisor
- Senior Instrumental Music Director
- Senior Yearbook Advisor*
- Senior Newspaper Advisor*
- Middle School Yearbook Advisor
- Middle School Newspaper Advisor

* English Teachers with these responsibilities shall have no more than five (5) daily assignments total.

* A teacher with both responsibilities (yearbook and newspaper) shall have no more than four (4) daily assignments total.

During the off season(s), the principal can assign the coach to other duties in the building during the coach's extra conference period. Such assignments shall not be arbitrary, capricious, or vindictive.

905.04

A. Senior head coaches, as provided in 905.01 above, shall be authorized provided there are enough participants to field a team and play a regular schedule for the season. The minimum number of participants in individual sports are as follows:

Boys' Baseball	15
Boys' Basketball	10
Boys' Cross Country	10
Boys' Soccer	14
Boys' Tennis	10
Boys' Track & Field	15
Boys' Wrestling	15
Girls' Basketball	10
Girls' Cross Country	10
Girls' Gymnastics	7
Girls' Soccer	14
Girls' Softball	15
Girls' Tennis	10
Girls' Track & Field	15
Bowling	8
Golf	7
Swimming	15
Volleyball	12
Middle School Basketball	10
Middle School Soccer	14

1. In the event there are not enough participants for a boys' cross-country coach and/or a girls' cross-country coach, a co-ed cross-country coach shall be authorized with a minimum of twelve (12) participants.
2. In the event there are more than twenty (20) participants in swimming and minimum of eight (8) boys and eight (8) girls, a head coach is authorized for both boys' swimming and girls' swimming.
3. In the event there are not enough participants to initially qualify for a head coach, the Director of Student Activities: may authorize the appointment of a coach; may authorize the appointment of a coach with a prorated salary based on number of participants and /or amount of season; or may seek alternative options for the students who wish to participate in a particular sport.
4. Students will not be counted in the minimum number of participants for more than one team during the same season. A student may participate in more than one sport in a season and must be listed on the OHSAA eligibility sheet for each sport in which they participate but cannot count as one of the minimum number in more than one sport.

B. Except as provided elsewhere, senior assistant coaches in 905.01 above shall be authorized provided there are enough participants to field a team and play a regular schedule for the season. The minimum number of participants necessary to qualify for

an assistant coach in individual sports are as follows:

Boys' Basketball.....	15
Girls' Basketball.....	15
Boys' Soccer.....	19
Girls' Soccer.....	19

A senior assistant soccer coach shall be authorized provided the number of participants exceeds nineteen (19). A senior assistant soccer coach and a senior reserve soccer coach shall be authorized provided the number of participants exceeds twenty-eighth (28) and there is a reserve team which plays a regular schedule for the season.

C. The number of senior assistant coaches for boys' football shall be determined by the number and types of teams with enough participants to play a regular schedule according to the following:

Varsity team

three (3) senior assistant coaches

Varsity team and reserve or freshman team

four (4) senior assistant coaches

Varsity team, reserve team and freshman team

five (5) senior assistant coaches

D. Senior reserve coaches, as provided in 905.01 above, shall be authorized provided there are enough participants to field a team and play a regular schedule for the season. The minimum number of participants in addition to those in 905.04(A) and 905.04(B) above in an individual sport are as follows:

Boys' Baseball.....	10
Boy's Wrestling.....	8
Girls' Softball.....	10
Girls' Volleyball.....	6

E. Freshman coaches, as provided in 905.01 above, shall be authorized provided there are enough freshman participants to field a team and play a regular schedule for the season. The minimum number of freshman participants, in addition to participants indicated in 905.04(B) and 905.04(D) above, in individual sports are as follows:

Boys' Track.....	10
Boys' Wrestling.....	10
Girls' Track.....	10

F. Middle school coaches, as provided in 905.01 above, shall be authorized provided there are enough participants to field a team and play a regular schedule for the season. The minimum number of participants necessary to qualify for a track coach is ten (10). An assistant track coach and/or assistant soccer coach shall be authorized provided the number of participants exceeds twenty-five (25).

G. A senior cheerleader advisor shall be authorized provided there are minimum of eight (8) participants. A senior drill team advisor shall be authorized provided there are minimum of eight (8) participants. The positions of senior cheerleader advisor A and B, and senior drill team advisor A and B are established to replace a single contract for either activity. A joint Association/Board committee shall be established to clearly delineate the division of the responsibilities for each

supplemental contract. A single individual may hold both (fall and winter) positions. Acceptance of either will count as a full year of service and shall not interrupt continuous service within Group A.

- H. Additional reserve and assistant coaches may be added where the Board determines the need exists and provided pay is in accordance with Section 905.01 above. In the event the Board elects to initiate any additional ninth grade or middle school interscholastic sports activities, such shall be considered Group A assignments and shall be at a six (6) percent and seven (7) percent rate of pay.
- I. Acceptance of a middle school activity/intramural director supplemental contract by physical education teachers shall be a condition of initial assignment and continued assignment of physical education teachers to middle schools. The number of middle school activity/intramural directors at a middle school shall not be reduced below one (1).
- J. There shall be department chairperson/leader positions as described in 905.01. Department chairpersons/leaders must attend monthly off-site department meetings.
- K. To be qualified to hold and fulfill a coach's supplemental contract, the coach's driving record (abstract) must be acceptable to the fleet insurer if the coach is required to drive as part of their supplemental responsibilities. Where appropriate, coaches must have van certification to drive a vehicle that transports students on a non-emergency basis and their drivers' licenses must have acceptable records to the Board's insurer. A teacher who coaches a team where van certification is necessary and who coached that same team in the 2009–10 school year must meet this requirement for the 2010–11 school year.
- L. Teachers holding a supplemental contract for elementary safety patrol for the first time must attend an in-service program designated by the Director of Transportation prior to the beginning of the school year. Teachers who hold a contract for this duty and have previously held a contract for this duty must attend the in-service program at least one every four years beginning July 1, 1996.
- M. A chess club advisor shall be authorized provided there are a minimum of seven (7) team members and there is participation in all school and district matches and activities.
- N. In the event that there are not enough participants for an individual, competitive, same season, sports team of both genders and no full or partial contract is appropriate for one gender.
 - 1. The coach of the gender with adequate participants will provide supervision for the underrepresented gender to enter competitions previously scheduled together.
 - 2. If the number of underrepresented gender brings the combined number of participants above the next threshold for a coaching position such as an assistant coach, that assistant position would be offered to the coach of the underrepresented gender without another posting. In this case, it would be anticipated that both genders would receive coaching.
 - 3. If the number of participants before combination has resulted

in an assistant coach under contract, then the contract status of the head coach and assistant coach shall remain in effect.

Article 906

School Psychologist and High School Counselors

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

906.02 *High School Counselors* The work for high school counselors shall be the regular school year, and the regular contract salary shall be the amount indicated by the individual school counselor placement on the teacher salary schedule. In addition, each school counselor shall be offered a supplemental contract for four (4) weeks of extended service — two (2) weeks immediately prior to and two (2) weeks immediately following the regular school year. The pay for such four (4) weeks shall be an amount equal to fifteen (15) percent of the 14-years experience step of the Master's degree salary, prorated on a daily basis at the time such extended service is provided.

Article 907

Transportation Mileage Rate

All members of the bargaining unit who must use private transportation to perform their assigned duties will be reimbursed at the rate allowed by the Internal Revenue Service in effect at the time of the travel.

Article 908

National Board Certification Stipends

908.01 The Board shall pay a stipend, beyond any stipend provided by the State of Ohio, in the amount of \$1,500 annually during the term of this Agreement, beginning with school year 2000-2001, to teachers who obtain National Board Certification before the beginning of a school year. Such NBPTS teachers shall each have the responsibility to provide two (2) staff development presentations during each school year as determined by the Local Professional Development Committee (LPDC) in concurrence with the Superintendent or designee. The LPDC and Administration shall coordinate the delivery of such presentations with the scheduling needs of the teacher and the district.

908.02 A teacher who completes the school year in compliance with Section 908.01 above shall be paid the appropriate lump sum stipend(s) on the twenty-first (21st) pay date.

Article 909

Performance Advancement System

909.01 There shall be a Performance Advancement System (PAS) for individual teachers or groups of teachers who volunteer, based on student achievement and demonstrated accountability for student progress. Beginning in the fall of 2005, qualifying teachers, including each teacher in a group, shall receive \$2,500

annually based on achievement results during the previous school year.

909.02 The Superintendent and Association President each shall appoint four (4) persons to a joint committee which will work to determine the details of this Performance Advancement System and how it will be implemented. The joint committee will continue to determine the details of how PAS will be implemented.

909.03 Upon agreement of the Superintendent and the President of the Association, the joint committee shall meet to consider the relationship between research-based indicators of successful teaching and student achievement.

909.04 “Student achievement and demonstrated accountability for student progress” in Section 909.01 above means: (a) for teachers for whose students “value added” data exists for the school year in question, an average value added exceeding one year per student; and (b) for other teachers, achievement measures as determined by the joint committee. This Article constitutes the agreement of the Association and the Board, and of those teachers who volunteer to participate in PAS, to use value added data or like data related to the particular teacher for purposes of this Article, notwithstanding any other agreement, policy or practice of the Association, the Board and/or the teacher or any other organization.

909.05 This Article is retained only for payment in the fall of 2015 for those teachers who qualify and who participated in PAS during the 2014–2015 school year. Thereafter this Article ceases to have any force or effect.

Article 910

Value Added

910.01 A joint committee is established, consisting of four (4) persons appointed by the Superintendent and four (4) persons appointed by the President of the Association. The committee shall be created August 1, 2005, and shall complete its work by May 1, 2006. The joint committee shall determine an appropriate methodology(ies) to extend the value added progress dimension as defined in O.R.C. 3302.01(K), to as many subject areas and grade levels as possible and to assemble and maintain data on value added to individual students during the 2006–07, 2007–08 and 2008–09 school years.

Article 911

Assignment Stipend

911.01 The purpose of this Article is to improve student achievement at high needs school buildings.

911.02 The parties agree to a \$4,000 stipend for each “eligible teacher” who is assigned for a particular school year by the Superintendent/designee to accomplish the purposes of this article 911. An “eligible teacher” is a bargaining unit member who: (a) files a written statement with the Superintendent/designee by December 1 that the bargaining unit member is willing to be assigned at the Superintendent’s/designee’s discretion for the next school year; and (b) is given written notice from the Superintendent/designee by February 1 of the bargaining unit member’s acceptance into the assignment program under this Article 911 for the next school year. A teacher may only file a written statement with the Superintendent under (a) if the

bargaining unit member has:

- 1. At least five (5) years teaching experience;
- 2. The recommendation of the principal of the building where currently assigned, other administrator or the Association President; and
- 3. A demonstrated record or student achievement over the last two (2) years by objective measures if available (value added data or similar achievement measurements).

911.03 The Superintendent/designee will base the selection and assignment of individual teachers on the needs of the District and the licensure, experience and demonstrated abilities of the teacher. Assignments shall not be made in an unreasonable, arbitrary or capricious manner. ❖

Notes

Chapter 1000

Article 1001

Definition of Tutors

For the purposes of this Agreement the term “tutors” shall mean the hourly rated tutors who work regularly during the majority of the school year. By definition, such tutors shall be members of the bargaining unit provided they render paid tutorial service during the month of October or who first render paid tutorial service after October and shall remain members of the bargaining unit as long as they render paid tutorial service during each successive month at least through the following May. Those tutors who have rendered paid tutorial service during October and each successive month, at least through the following May, will remain members of said bargaining unit during the months of June, July, August and September provided their employment contracts are not terminated, non-renewed or resigned.

Article 1002

Applicability

The provisions of this Chapter 1000 shall apply only to hourly-rated tutors who are members of the bargaining unit only as a result of such employment. Provisions of this Chapter 1000 shall not apply to hourly-rated tutors who are regular contract teachers or full-time hourly contract teachers otherwise members of the Association’s bargaining unit by virtue of Article 101 of this Agreement. Only the provisions of this Chapter 1000, and other provisions of this Agreement which are specifically identified in chapter 1000 as being applicable to hourly rated tutors, shall apply to such tutors.

Article 1003

Tutor Contracts

1003.01 Tutors shall be offered appropriately worded individual one-year tutor contracts. The regular distribution of tutor contracts shall be on or before June 15 of each year. All tutor contracts shall be deemed automatically nonrenewed as of their expiration date and no action or notification by the Board shall be required in connections with such nonrenewal.

1003.02 The parties shall meet promptly to mutually establish guidelines prior to the start of the 1992–93 school year regarding the assignment of hours, students and buildings to SLD tutors. These guidelines shall take into consideration the current assignment patterns of experienced tutors, but shall be designed to ensure that changing needs of SLD students are met. In the event that some one-year tutor contracts that guarantee pay for five (5) hours per day for each full day for which teachers are paid to assist in meeting these student needs, the awarding of such contracts shall be incorporated into these guidelines. In the event some tutors receive such five (5) hours guarantee contracts, they shall accrue two (2) days personal leave per school year in accordance with all provisions of Section 702.12 and be reimbursed at the transportation mileage rate as established in Article 907 if assigned to more than one school in a day.

1003.03 All tutor contracts, provided in Section 1003.01 and 1003.02 of this article, shall have language mutually agreed to by the Board and the Association.

Article 1004

Progress Reports

1004.01 Tutors shall be required to complete and submit to the classroom teacher, the building principal and the supervisor of the tutorial program written progress reports for each student they tutor no later than one (1) week prior to the last day of each grading period.

1004.02 The form(s) to be used for tutor progress reports shall be mutually developed by the board and the Association.

Article 1005

Sick Leave

All provisions of Article 701 of the Agreement shall apply to tutors except that a tutor's sick leave shall accumulate at the rate of four and six-tenths (4.6) hours for each eighty (80) hours worked, and absences shall be reported on school forms 233 and 265. Sections 701.01B and 701.01C will not apply to tutors.

Article 1006

Personal Leave for Tutors

Beginning with the 2005–06 school year, tutors shall be entitled to personal leave under Section 702.12 except that: (a) they shall be credited with one (1), not two (2), personal leave days each school year; and (b) personal leave cannot be used in the 2005–06 school year. The one (1) day of personal leave earned in 2005–06 shall be credited to tutors and be available for use beginning in the 2006–07 school year.

Article 1007

Calamity Days

Tutors shall be compensated at their hourly rate for hours they were scheduled to work but did not work as a result of schools being closed for a calamity, as with regular contract teachers in the same schools, up to the maximum number provided by law in a school year for such calamity days.

Article 1008

STRS Service Credit Reporting

Contingent upon current and continued approval of the State Teacher Retirement System (STRS) of Ohio, tutor work will be reported to STRS in days instead of hours. A day will be reported for each paid day regardless of the number of hours worked.

Article 1009

Insurance and Annuity Programs

1009.01 Eligible tutors may elect the health benefits provided in Article 806 of this Agreement and/or the dental insurance coverage provided in Article 807 of this Agreement. The Board shall pay a proportionate amount of the cost of such insurance as set forth in Section 109.03(I)(18) of this Agreement. The eligible tutor shall pay the balance of the monthly premium by the payroll deduction schedule.

1009.02 In order to be eligible for such insurance, a tutor must have assigned work averaging fifteen (15) hours per week and must continue to be a member of the bargaining unit. Except for tutors newly employed after October, eligibility will be determined during October and November of each year. Initial coverage shall be effective January 1.

1009.03 Election of the coverages must be made during the annual open enrollment period, not to end before November 30 for

tutors. A tutor may not change coverages except during the annual enrollment period. If a tutor drops out of a program or misses their share of a monthly premium payment to the Board's Treasurer, that tutor cannot re-enroll until the next annual enrollment period.

1009.04 Tutors who are eligible to purchase insurance shall also be eligible to utilize payroll reductions for the purpose of purchasing annuities. The Board Treasurer may establish such rules as deemed necessary to govern these reductions.

1009.05 The phrase "assigned work averaging fifteen (15) hours per week" means: To be eligible for insurance, the tutor (except for a tutor newly employed after October) must attain fifteen (15) hours per full work week sometime during the period October and November and most likely will continue to render instruction as a tutor for at least fifteen (15) hours per full work week for the balance of the school year. It does not mean the tutor must average a full fifteen (15) hours per week for all work weeks during the school year. If a tutor is deemed eligible for insurance and later slips below fifteen (15) hours per full work week, that tutor may continue to be provided insurance as set forth in this Article 1007 for the balance of that school year (through August), provided the reduction in hours was not through the tutor's choice (i.e., the tutor chooses to drop pupils or declines additional pupils). To be eligible for and to continue such insurance, the tutor must continue to be a member of the bargaining unit as defined in Article 1001.

1009.06 To be eligible for a seventy-two (72) percent Board contribution to insurance as provided in Section 109.03(I)(18) the tutor (except for a tutor newly employed after October) must attain more than twenty-five (25) hours per full work week sometime during the period October and November and most likely will continue to render instruction as a tutor for more than twenty-five (25) hours per full work week for the balance of the school year. It does not mean the tutor must average a full twenty-five (25) hours per week for all work weeks during the school year. If a tutor is deemed eligible and later slips to twenty-five (25) or fewer hours per full work week, that tutor may continue to be provided insurance as set forth in this Article 1008 for the balance of that school year (through August), provided the reduction in hours was not through the tutor's choice, (i.e., the tutor chooses to drop pupils or declines additional pupils). To be eligible for and to continue such insurance, the tutor must continue to be a member of the bargaining unit as defined in Article 1001.

1009.07 Effective January 1, 1995, the Board shall provide, at Board expense, \$20,000 group term life insurance for tutors eligible for enrollment in the Comprehensive Major Medical Insurance Program as defined in Sections 1008.02 and 1008.05 of this Agreement.

Article 1010

Hourly Rate

Tutors shall be paid in accordance with the following rates:

A. Effective the first teacher work day of the 2019–2020 school year:

<u>Years of Experience</u>	<u>Hourly Rate</u>
0, 1 or 2	\$33.63
3, 4 or 5	34.79
6, 7 or 8	36.01
9 or more	37.20

B. Effective the first teacher work day of the 2020–2021 school year:

<u>Years of Experience</u>	<u>Hourly Rate</u>
0, 1 or 2	\$34.64
3, 4 or 5	35.84
6, 7 or 8	37.09
9 or more	38.32

C. Effective the first teacher work day of the 2021–2022 school year:

<u>Years of Experience</u>	<u>Hourly Rate</u>
0, 1 or 2	\$35.68
3, 4 or 5	36.91
6, 7 or 8	38.20
9 or more	39.47

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

Article 1011

Salary Experience

A tutor who becomes a regular contract teacher shall be granted up to five (5) years of Columbus teaching experience for salary purposes. In order to qualify for a year of tutor teaching experience, a tutor must have been paid for a minimum of six hundred (600) hours of tutoring in the Columbus City Schools during a single school year. Such tutor teaching experience, up to five (5) years, shall be added to regular contract teaching experience. This provision shall apply to tutors becoming regular contact teachers after July 22, 1987.

Article 1012

Severance Pay

The following percentage of the member’s accrued but unused sick leave will be paid if the member gives the Human Resources Department written notice of intent to retire by March 1 of a school year.

<u>Accumulated Sick Leave</u>	<u>Percentage Applicable to the Specified Numbers of Hours</u>
0–400 hours	25%
>400–800 hours	30%
>800–1200 hours	35%
>1200–1600 hours	40%
>1600 hours	45%

Article 1013

Pay Plan Selection

Beginning with earnings in the 2005–06 school year, tutors who work at least 15 hours per week shall have the options of payroll plan A or payroll plan B in accordance with Sections 109.03(I)(6) and 901.10, provided time sheets are received in a timely manner.

Article 1014

Negotiations Procedures

Bargaining with tutors shall be conducted in conjunction with bargaining on the Agreement covering other members of the bargaining unit and shall follow Section 1201.11 as to impasse resolution.

Article 1015

Other Provisions

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

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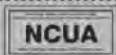
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Chapter 1100

Article 1101

Applicability

This Chapter shall govern “latchkey teachers” who work regularly during the majority of the school year. The parties acknowledge that the Board of Education may create or change the supervisory authority over the latchkey program and latchkey teachers.

Article 1102

Latchkey Contracts

Latchkey teachers shall be offered appropriately worked individual one (1)-year latchkey contracts. The regular distribution of latchkey contract shall be on or before June 15. All latchkey teacher contracts shall be deemed automatically non-renewed as of their expiration date and no action or notification by the Board shall be required in connection with such nonrenewal. The Superintendent or designee shall determine the number of latchkey teachers needed. All latchkey contracts shall have language mutually agreed to by the Board and the Association.

Article 1103

Assault Leave

In addition, a latchkey teacher may use up to twenty (20) days of assault leave due to injury resulting from a physical assault on a latchkey teacher which occurs on Board premises or which occurs off Board premises in connection with the performance of assigned duties, subject to the following stipulations:

- A. The latchkey teacher’s conduct was within the bounds of general standards of professional behavior;
- B. The building administrator or other appropriate administrator was notified as soon as possible of the occurrence;
- C. The latchkey teacher submits the certificate required in case of sick leave absence, accompanied by the physician’s statement required below;
- D. The latchkey teacher provides a physician’s statement describing the nature and duration of the resulting disability and the necessity of absence from regular employment, with the findings of the physician subject to review by the Board physician;
- E. In the even the foregoing conditions are satisfied, none of the first twenty (20) days of absence resulting from such occurrence shall be deducted from the latchkey teacher’s accumulated sick leave;
- F. Workers’ Compensation cannot be received simultaneously with sick leave benefits.

Article 1104

Personal Leave

Beginning with the 2005–06 school year, latchkey teachers shall be entitled to personal leave under Section 702.12 except that: (a) they shall be credited with one (1), not two (2), personal leave days each school year; and (b) personal leave cannot be used in the 2005–06 school year. The one (1) day of personal leave earned in 2005–06 shall be credited to latchkey teachers and be available for use beginning in the 2006–07 school year.

Article 1105

Wages

1105.01 Latchkey teachers shall be paid at the following rate per hour for work time that is authorized and approved by the Supervisor

of Early Childhood Education or designee:

<u>Effective Date</u>	<u>Rate</u>
First teacher work day 2019–2020 school year	\$33.63
First teacher work day 2020–2021 school year	34.64
First teacher work day 2020–2021 school year	35.68

1105.02 Latchkey teachers shall be compensated for the regular scheduled hours on days they were scheduled to work, but did not work as a result of schools being closed for a calamity, as with regular contract teachers in the same schools, up to a maximum of five (5) such calamity days in a school year.

Article 1106

Stretch Pay

Beginning with earnings in the 2005–06 school year, latchkey teachers shall have the options of payroll plan A or payroll plan B in accordance with the Sections 109.03(I)(6) and 901.10.

Article 1107

Insurance Programs

1107.01 Latchkey teachers may enroll in the District's dental and/or vision insurance plans during the usual enrollment period. The latchkey teacher shall pay the full cost of the coverage for which she or he enrolls, except for the Board's seventy-two (72) percent share of the cost effective January 1, 2001.

1107.02 Latchkey teachers may enroll in the District's health insurance plans during the usual enrollment period. The latchkey teacher shall pay the full cost of the coverage for which they enroll, except for the Board's seventy-two (72) percent effective January 1, 2001.

1107.03 All insurance benefits provided by this Agreement, if enrolled in by the employee, shall be effective September 1, 1998, based on enrollment between May 15 and May 31, 1998, and for newly employed latchkey teachers on the first day of the month following the second pay date in which the new employee works. Such benefits shall terminate on the last day of the month for which the employee has paid for such coverage. Coverage for latchkey teachers electing disability insurance shall be in accordance with the coverage available to other Association bargaining unit(s).

Article 1108

Vacancy Postings

1108.01 Not later than May 20 of each year, the Supervisor of Early Childhood Education or designee will prepare a list of all known vacancies in latchkey teaching positions for the following school year. Vacancies to be identified shall be those vacancies after reorganization of the existing staff based on the anticipated needs for the following school year.

1108.02 Latchkey teachers desiring to be considered for such vacancies shall apply in writing on forms agreed to between the Board and the Association.

1108.03 Latchkey teachers will receive their assigned schools prior to latchkey orientation in August.

1108.04 Prior to a reassignment recommendation, a conference involving an administrator and latchkey teacher shall be conducted where the concerns may lead to such recommendation shall be discussed.

Article 1109

STRS Payments

Contingent upon current and continued approval of the State Teachers Retirement System (STRS) of Ohio, latchkey work will be reported to STRS in days instead of hours. A day will be reported for each paid day regardless of the number of hours worked.

Article 1110

Professional Behavior

A latchkey teacher shall not be given a formal written reprimand or warning, or be disciplined for any alleged infraction of rules, delinquency, or unprofessional performance, or be dismissed or terminated during the term of the individual contract without just cause. Any such action shall be subject to the grievance procedure set forth in this Agreement, except that any failure to reemploy a latchkey teacher for another school year shall not be grieved with non-compliance with this paragraph cited as a claimed violation. The grievance and arbitration process supersedes and replaces any and all Ohio statutory provisions and procedures on discipline, dismissal or termination for cause, just cause or good and just cause.

Article 1111

Other Provisions

The following provisions of the current Agreement shall be considered a part of this Chapter 1100: Articles 101, 102, 103, 104, 105, 106, 107, 108, 109.01, 109.02(A), (B), and (D), 109.03 (A–H), (I)(1–9) and (11–17), 109.06, 109.08, 109.11, 109.12, 110, 111, 202.05, 403, 404.01, 404.06, 404.07, 701.01(A), (B), (D), 701.02(A), (B), (C), 701.03, 701.04, 701.05, 701.06 (A), (B), (C), (F), 802, 803, 804, 805, 810, 812, 815, 901.13, Chapter 1400, and Chapter 1500.

Article 1112

Agreement

This Chapter is the entire agreement between the parties with respect to latchkey teachers. ❖

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Protection Facts*

Serving Size 365 days per year

Average Savings:	\$495
Rates Locked In:	12 Months
Summer or Holiday Payments:	Skipped
ID Defense:	FREE
Deductible Waiver:	\$0
Discounts:	Up to 42%
Claims Service:	24 / 7
Towing & Roadside Assistance:	Minimal Fee
In-School Advocates:	Daily

*Coverages may vary by state and may not be available in all areas. See Policy for complete details.

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Discounts for: multiple vehicles; bundled savings for home/renters; good driver/student; mature drivers and many more.

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Chapter 1200

Article 1201

Instructional Support Substitutes

- A. The Board, beginning with the 2000-01 school year, shall hire up to thirty (30) instructional support substitutes who will be assigned as needed by the Superintendent or designee. These substitutes shall be bargaining unit members employed on one (1) year limited contracts that automatically expire at the end of the school year.
- B. These substitutes shall be paid a per diem rate based on the BA-2 year's experience annual salary multiplied by seventy-five (75) percent divided by 178 workdays. The Board shall pay fifty (50) percent of the cost for enrollment in insurance under Articles 806, 807, 808, and 809.
- C. These substitutes shall earn and may use three (3) days of paid leave for illness, injury, death in family or personal reasons. The CEA and Board will cooperate in recruiting persons for employment as instructional support substitutes.
- D. Other provisions of the current Agreement shall be considered to be part of this Chapter 101, 102, 103, 104, 105, 106, 107, 108, 109.03, 110, 111, 202.05, 401.17, 802, 813, 901.13, 901.14, Chapter 1400 (with exception of "TCH B" references in 1403, 1406, 1409), and Chapter 1500.

Note: The Instructional Support Substitutes will be trained in the reading initiatives to provide continuity of instruction. ❖



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Be certain to donate to the UNCF Workplace Campaign in February as half of all your generous donations are used to support one of our students through the UNCF-Columbus City Schools Scholarship.

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United Negro College Fund/UNCF
399 East Main Street
Suite 120
Columbus, Ohio 43215
(614) 221-5309

Chapter 1300

Article 1301

Part-Time Employees

1301.01 The Board recognizes the Columbus Education Association as the exclusive representative of part-time employee positions that are scheduled for more than twelve (12) hours each week and that require licensure from the Ohio Department of Education (“part-time teachers”), excluding substitutes, administrative, supervisory management-level positions.

1301.02 Such part-time teachers shall be employed exclusively on one-year limited contracts. Evaluation of part-time teachers is not required pursuant to Article 401, and the one-year limited contracts of part-time teachers may be non-renewed by written notice to the employee by April 30 of any school year. Part-time teachers shall be considered “as needed” employees, and the Superintendent or designee may modify or reduce their work hours and assign them based upon need as determined from time to time by the Superintendent in their sole discretion. The evaluation and employment contracts of part-time teachers are governed solely and exclusively by this Chapter 1300, which specifically and expressly supersedes and replaces Sections 124.39, 3319.08, 3319.11, 3319.16, 3319.17, 3319.111 and 3319.141 of the Ohio Revised Code.

1301.03 The following provisions, and only the following provisions of this Agreement, apply to part-time teachers: Articles 102, 103, 104, 105, 106, 109.02, 109.03 (A–H), 110, 111. This Chapter 1300 eliminates and supersedes any and all past practices of the parties or either of them existing prior to or as of the 2009–10 school year with respect to part-time teachers. ❖

Chapter 1400

Article 1401

Columbus City Schools

2019–2020 School Calendar

School Month	M	T	W	TH	F	Holidays in School Year	Prof. Mtgs. & Records Day	Teacher-Parent Conference	Days of No School	No. Days Schools Open
Aug. 19-	△19	△20	△21	22	23		3			
Sept. 13	26	27	28	29	30					
	⊙2	3	4	5	6	1				
	9	10	11	12	13					16
Sept. 16-	16	17	18	19	20					
Oct. 11	23	24	25	26	27					
	30	1	2	3	4					
	7	8	9	10	11					20
Oct. 14-	14	15	16	17	△18		1			
Nov. 8	21	22	△23	24	25		1			
	28	29	30	31	1					
	4	△5	6	7	8		1			17
Nov. 11-	11	12	13	14	15					
Dec. 6	18	19	20	21	22					
	25	26	⊙27	⊙28	⊙29	1		1	1	
	2	3	4	5	6					17
Dec. 9-	9	10	11	12	13					
Dec. 20	16	17	18	19	20*	(*Winter Recess - Dec. 21-Jan. 5 inclusive)				
Jan. 6-	6	7	8	9	10					
Jan. 14	13	14								17
Total	(First Semester)					2	6	1	1	87
Jan. 15-			△15	16	17		1			
Feb. 7	⊙20	21	22	23	24	1				
	27	28	29	30	31					
	3	4	5	6	7					16
Feb. 10-	10	11	12	13	14					
Mar. 6	⊙17	18	19	20	21			1		
	24	25	26	27	28					
	2	3	4	5	6					19
Mar. 9-	9	10	11	12	13					
Apr. 3	16	17	18	19	20					
	23	24	△25	26	27		1			
	30	31	1	2	3					19
Apr. 6-	6	7	8	9*	⊙10				1	
May 1	⊙13	⊙14	⊙15	⊙16	⊙17				5	
	20	21	22	23	24					
	27	28	29	30	1					14
May 4-	4	5	6	7	8					
May 29	11	12	13	14	15					
	18	19	20	21	22					
	⊙25	26	27	28	△29	1	1			18
Total	(Second Semester)					2	3	1	6	86
TOTAL	(Both Semesters)					4	9	2	7	173
	(Teacher Contract Year)									195

Symbols:

○ Holiday

□ Days of No School

△ Professional Meeting/Records Day (pupils not in attendance)

⊙ Parent Conference Day

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

* Schools will close ½ hour early. Members of the bargaining unit assigned to school buildings shall be permitted to leave immediately following pupil dismissal. All other members of the bargaining unit shall be dismissed one hour early. Early dismissal shall not be reason for reduction in compensation.

NOTE: August 19, 20, and 21 shall be used for staff meetings and preparation for the initiation of the new school year and the new semester. The annual school open houses will be held during the month of September.

Notes

Article 1402 2019–2020 School Calendar

First Semester

Begins	Aug. 19, 2019
Professional Meeting	Aug. 19, 2019
Professional Meeting	Aug. 20, 2019
Professional Meeting	Aug. 21, 2019
Students Report	Aug. 22, 2019
Kindergarten Orientation	Aug. 22–23, 2019
Labor Day	Sept. 2, 2019
Professional Development Day	Oct. 18, 2019
Records Day	Oct. 23, 2019
Professional Development Day	Nov. 5, 2019
Parent Conference Day	Nov. 27, 2019
Thanksgiving Holiday	Nov. 28, 2019
Thanksgiving Friday	Nov. 29, 2019
Schools Close ½ hour early	Dec. 20, 2019
Winter Recess	Saturday, Dec. 21, 2019–Sunday, Jan. 5, 2020
School Resumes	Jan. 6, 2020
First Semester Ends	Jan. 14, 2020

Second Semester

Records Day	Jan. 15, 2020
Second Semester Begins	Jan. 16, 2020
Martin Luther King Day	Jan. 20, 2020
Parent Conference Day	Feb. 17, 2020
Records Day	Mar. 25, 2020
Schools Close ½ hour early	Apr. 9, 2020
Spring Recess	Friday, Apr. 10–Sunday, Apr. 19, 2020
School Resumes	Apr. 20, 2020
Memorial Day	May 25, 2020
Last Day of Student Attendance	May 28, 2020
Records Day	May 29, 2020

Pay for Days Schools Are Not In Session

Aug. 19, 2019	Professional Meeting
Aug. 20, 2019	Professional Meeting
Aug. 21, 2019	Professional Meeting
Sept. 2, 2019	Labor Day
Oct. 23, 2019	Records Day
Nov. 28, 2019	Thanksgiving Holiday
Nov. 29, 2019	Thanksgiving Friday
Jan. 15, 2020	Records Day
Jan. 20, 2020	Martin Luther King Day
Mar. 25, 2020	Records Day
Apr. 10, 2020	Spring Recess
Apr. 13, 2020	Spring Recess
Apr. 14, 2020	Spring Recess
Apr. 15, 2020	Spring Recess
Apr. 16, 2020	Spring Recess
Apr. 17, 2020	Spring Recess
May 25, 2020	Memorial Day
May 29, 2020	Records Day

Article 1403



COLUMBUS CITY SCHOOLS

2019-20 Payroll and Deduction Schedule

All Columbus City Schools Employees - Bi-weekly

Columbus City Schools - Office of the Treasurer

270 East State Street 43215

(614) 365 6400

REPORTING PERIODS		Due in Payroll	Pay Dates	Notes	BENEFITS DEDUCTION			TBS & ANNUITIES			ORGANIZATION DUES			SERVICE FEES			CHARITIES			
From	Through				TCH A SCH YR	FULL	TCH B 12 MONTH	ADMIN	FULL	TCH A SCH YR	TCH B 12 MONTH	ADMIN	TCH A	TCH B	ADMIN	TCH A	TCH B	TCH A	TCH B	SCH YR
07/27/19	08/09/19	08/12/19	08/23/19				Sep	prior yr	2nd	24th										
08/10/19	08/23/19	08/26/19	09/06/19					1st	3rd											
08/24/19	09/06/19	09/09/19	09/20/19		Oct			2nd	4th											
09/07/19	09/20/19	09/23/19	10/04/19					3rd	5th											
09/21/19	10/04/19	10/07/19	10/18/19		Nov			4th	6th											
10/05/19	10/18/19	10/21/19	11/01/19					5th	7th											
10/19/19	11/01/19	11/04/19	11/15/19	A*	Dec			6th	8th											
11/02/19	11/15/19	11/18/19	11/29/19		Jan			7th	9th											
11/16/19	11/29/19	12/02/19	12/13/19					8th	10th											
11/30/19	12/13/19	12/16/19	12/27/19		Feb			9th	11th											
12/14/19	12/27/19	12/27/19	01/10/20					10th	12th											
12/28/19	01/10/20	01/13/20	01/24/20		Mar			11th	13th											
01/11/20	01/24/20	01/27/20	02/07/20					12th	14th											

01/25/20	02/07/20	02/10/20	02/21/20	B*	13th	Apr	13th	15th	Mar	13th	13th	15th	11th	11th	12th	4th	4th	8th	8th
02/08/20	02/21/20	02/24/20	03/06/20		14th	May	14th	16th		14th	14th	16th	12th	12th	13th	5th	5th	9th	9th
02/22/20	03/06/20	03/09/20	03/20/20	C*	15th		15th	17th		15th	15th	17th	13th	13th	14th	6th	6th	10th	10th
03/07/20	03/20/20	03/23/20	04/03/20		16th	Jun	16th	18th	Apr	16th	16th	18th	14th	14th	15th	7th	7th	11th	11th
03/21/20	04/03/20	04/06/20	04/17/20		17th		17th	19th		17th	17th	19th	15th	15th	16th	8th	8th	12th	12th
04/04/20	04/17/20	04/20/20	05/01/20		18th	July	18th	20th	May	18th	18th	20th	16th	16th	17th	9th	9th	13th	13th
04/18/20	05/01/20	05/04/20	05/15/20		19th		19th	21st		19th	19th	21st	17th	17th	18th	10th	10th	14th	14th
05/02/20	05/15/20	05/18/20	05/29/20		20th	Aug	20th	22nd	Jun	20th	20th	22nd	18th	18th	19th	11th	11th	15th	15th
05/16/20	05/29/20	06/01/20	06/12/20	D*	21st	Sep	21st	23rd		21st	21st	23rd	19th	19th	20th	12th	12th	16th	16th
05/30/20	06/12/20	06/15/20	06/26/20		22nd		22nd	24th	Jul	22nd	22nd	24th	20th	20th		13th	13th	17th	17th
06/13/20	06/26/20	06/26/20	07/10/20		23rd		23rd	25th		23rd	23rd	25th	21st	21st		14th	14th	18th	18th
06/27/20	07/10/20	07/13/20	07/24/20		24th		24th	26th	Aug	24th	24th	26th	22nd	22nd		15th	15th	19th	19th
07/11/20	07/24/20	07/27/20	08/07/20		25th		25th	1st		25th	25th	1st	23rd	23rd		16th	16th	20th	20th
07/25/20	08/07/20	08/10/20	08/21/20		26th	Sep	26th	2nd		26th	26th	2nd	24th	24th		17th	17th		

SUPPLEMENTAL PAY DATES:

A* Fall Supplementals

B* 1st Semester Supplementals

C* Winter Supplementals

D* Spring Supplementals

NOTE: The open period for TEACHER pay plan changes is May 1 through August 16, 2019, at 5:00 PM.

The open period for CLASSIFIED pay plan changes is May 1 through June 30, 2019, at 5:00 PM.

The Teacher and Classified Pay Plan Change forms will be available in the payroll Office and under Resources in the Employee Self Service system.

NOTE: In order to be eligible for holiday pay and calamity day pay, an employee must accrue earnings on the employee's last scheduled workday prior to such holiday and the employee's first scheduled workday following such holiday.

TCH A = 21 pay plan teacher

TCH B = 26 pay plan teacher

SCH YR = classified school year payroll

12 MON = classified year round payroll

ADMIN = administrator payroll

CLASS = school year and 12 month classified

Note: classified includes classified supervisors

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**Article 1409
2021–2022 BiWeekly Payroll and Deduction Schedule for
Certificated A & B Pay Plan Employees**

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Chapter 1500

Article 1501

Procedures for Professional Negotiations

1501.01 *Exclusive Representative*

The Exclusive Representative shall mean the teacher organization recognized by the Board as the Exclusive Representative of all teachers of the Columbus City School District, for purposes of professional negotiations. Such Exclusive Representative shall, for purposes of professional negotiations, represent all teachers regardless of their membership or lack of membership in such teacher organization, and shall represent all teachers equally without regard to their race, creed, color, national origin, sex, age or marital status. The Association will comply with all federal, state and local fair employment laws.

1501.02 *Scope of Negotiations*

- A. The scope of bargaining between the Board and the Association shall be as established by Section 4117.08 of the Ohio Revised Code. Section 4117.08 provides as follows:
1. All matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification or deletion of an existing provision of a collective bargaining agreement are subject to collective bargaining between the public employer and the exclusive representative, except as otherwise specified in this section.
 2. The conduct and grading of civil service examinations, the rating of candidates, the establishment of eligible lists from the examinations and the original appointments from the eligible lists are not appropriate subjects for collective bargaining.
 3. Unless a public employer agrees otherwise in a collective bargaining agreement, nothing in Chapter 4117 of the Ohio Revised Code impairs the right and responsibility of each public employer to:
 - a. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
 - b. Direct, supervise, evaluate, or hire employees;
 - c. Maintain and improve the efficiency and effectiveness of governmental operations;
 - d. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
 - e. Suspend, discipline, demote, or discharge for just cause, or lay-off, transfer, assign, schedule, promote, or retain employees;
 - f. Determine the adequacy of the work force;
 - g. Determine the overall mission of the employer as unit of government;
 - h. Effectively manage the work force;
 - i. Take actions to carry out the mission of the public employer as a governmental unit. The employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as af-

fect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. A public employee or exclusive representative may raise a legitimate complaint or file or grievance based on the collective bargaining agreement.

- B. During the term of this Agreement, any change in the Ohio Revised Code which modifies the scope of bargaining hereunder shall automatically and simultaneously change the scope of bargaining, as provided in paragraph A above, in the same manner and without consultation or agreement by the Board and the Association.

1501.03 School Calendar

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

- A. Pupil attendance days do not exceed 181.
- B. Teacher duty days do not exceed 185.
- C. The first teacher duty day is not prior to August 10, and the last teacher duty day is not after June 10, (the first teacher duty day shall not be prior to September 1, and the last teacher duty day shall not be after June 17 if the first teacher duty day begins after Labor Day).
- D. A winter intermission starting before December 24, and ending after January 1
- E. Any such school calendar will also include:
 - 1. Labor Day as paid holiday
 - 2. Thanksgiving and the Friday immediately following as paid holidays
 - 3. Martin Luther King's observed birthday as a paid holiday
 - 4. A spring intermission of six (6) paid school days of which five (5) shall be consecutive days
 - 5. The observed Memorial Day as a paid holiday
 - 6. 195 contract days
 - 7. Beginning with the 2018–2019 school year, the school calendar shall include four (4) records days as paid work days. Each records day shall be student non-attendance days and occur the Wednesdays after the end of the first and after the end of the second grading periods. Records day for the third grading period will depend upon state testing dates. Records day for the fourth grading period shall occur on the last teacher work day of the school year.

Collective bargaining for school calendars other than for the school year immediately following the expiration of a collective bargaining agreement are not subject to this section, but are subject to bargaining in accordance with other sections of this article.

1501.04 Joint Negotiation Committee

No more than nine (9) representatives or designees of the

Board, the Superintendent or designated representative, and no more than ten (10) representatives named by the Exclusive Representative shall comprise a joint committee for the purpose of negotiating. All negotiations shall be conducted in executive session and exclusively between said representatives or designees. In addition, each team of representatives or designees shall be authorized to admit no more than two observers at one time to such meetings. Such observers, if any, shall be designated prior to each Joint Negotiation Committee meeting and shall be without the right to speak or to otherwise comment to either party during said meetings.

1501.05 *Good Faith Bargaining*

Good faith bargaining shall mean the obligation on all parties to deal openly and fairly on all matters being negotiated in a sincere effort to reach a mutual understanding and agreement on such matters, but such obligation does not compel either party to agree to a proposal or require the making of a concession.

1501.06 *Days*

Days shall mean calendar days.

1501.07 *Meetings*

Negotiation Meetings – Upon written request of the Exclusive Representative made not less than fifteen (15) days and not more than thirty (30) days prior to March 15, the Board President or designated representative shall call for the initial meeting of the Joint Negotiation Committee to take place not later than March 15, giving due notice of time and place. The purpose of this initial meeting shall be for establishing agenda items for subsequent meetings, and for the handling of administrative details. Thereafter, negotiations meetings shall be held at such times and places as are agreed to by the members of the Joint Negotiation Committee.

Negotiation meetings shall be held as often as necessary between March 15 and June 1. In the event the member of the Joint Negotiation Committee are unable to reach agreement by June 1, negotiations shall be suspended for approximately forty-five (45) days. Negotiations shall resume after July 15.

In the event an existing agreement between the Board and the Exclusive Representative expires at a time other than immediately prior to the beginning of a school year, negotiations on a new agreement shall begin and the initial meeting shall be held no less than three (3) months and no more than four (4) months prior to such expiration date. The above provisions notwithstanding, the parties may negotiate at such other dates as may be established in any agreement or memorandum of the parties.

In the event an agreement is reached, it will continue in full force and effect for its established term, and no further negotiations will take place between the parties until the schedule provided above, except for interim negotiations which may occur as provided elsewhere in these procedures.

Negotiation meetings shall not be conducted during the regular school day.

1501.08 *Exchange of Information*

The Board agrees to furnish the Exclusive Representative, upon written request, through a person designated by the Superintendent, with such relevant information as is currently available which will assist the Exclusive Representative before and during

negotiations, before and during any impasse procedures, and during implementation of negotiated agreements. Likewise, the Exclusive Representative agrees to furnish the Board or their representatives, upon written request, such relevant information as is currently available before and during negotiations, before and during any impasse procedures, and during implementation of negotiated agreements.

1501.09 *Consultants*

Notwithstanding any other provision of this Agreement, up to two (2) consultants at any one time may be called upon by either party for advice and information on matters being considered by the Joint Negotiations Committee and may participate in the negotiations. The expenses of such consultants shall be borne by the party retaining them.

1501.10 *Agreement*

When an agreement is reached, it shall be reduced to writing by the Joint Negotiation Committee and be submitted to the Exclusive Representative and, if approved by such Exclusive Representative, thereafter to the Board.

1501.11 *Impasse*

This section provides a mutually agreed to dispute settlement procedure which supersedes the procedures contained in Ohio Rev. Code 4117.14. If the parties have not reached agreement by May 15 of the year in which this Agreement expires, they shall request the services of the Federal Mediation and Conciliation Service. If there is not agreement by June 15, the parties may, by mutual agreement, agree to submit the unresolved issues to advisory fact-finding, using procedures like those of O.R.C. 4117.14(C). The fact-finder may be mutually selected or, if there is no mutual agreement, may be selected from a list supplied by the American Arbitration Association. In the event there is no new agreement by June 30, or within seven (7) days of the rejection of a fact-finding report by either party, whichever is later, then the procedures set forth herein are deemed exhausted and the parties shall have their respective rights under law, including the Association's right to strike upon ten (10) days notice in accordance with O.R.C. 4117.14(D)(2) and 4117.18(C).

1501.12 *Rights of Individuals and Minority Organizations*

Individuals and minority teacher organizations may present their views and recommendations in writing to the Superintendent on or before January 1 in any year in which negotiations are to be held; however, professional negotiations shall be conducted only with the recognized teacher organization. A copy of such views and recommendations shall be filed concurrently with the Treasurer of the Board of Education.

Article 1502

Interim Negotiations

1502.01 If, during the term of this Agreement, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, which would invalidate any provision of this Agreement, the parties will meet to negotiate any necessary change in the Agreement relative to the affected provision within sixty (60) days by demand of either party.

1502.02 Upon written request of the Exclusive Representative, the

Board President, or designated representative, shall call for the initial meeting of the Joint Negotiation Committee for the purpose of interim negotiations to be held not later than fifteen (15) days after receipt of such written request. Negotiation meetings shall be held as often as necessary pursuant to procedures set forth in 1201.07; however, the last negotiation meeting shall be held not later than fifteen (15) days after the first meeting. In the event the members of the Joint Negotiation Committee are unable to reach agreement during the period of interim negotiations, all unresolved issues will be submitted to final and binding arbitration.

1502.03 At the last negotiations meeting, the Joint Negotiation Committee will request the American Arbitration Association to submit to them a list of qualified arbitrators. The American Arbitration Association shall be instructed to submit the list within ten (10) days of the date of request. Within three (3) days of the receipt of such a list, the Board and the Exclusive Representative shall select the arbitrator by alternately striking names from the list submitted. The arbitration shall be held in accordance with the rules of the American Arbitration Association.

1502.04 There shall be no interim negotiations during the term of this Agreement except as provided in Section 1502.01 of this Article. In the event additional funds from the state require mandated raises for members of the bargaining unit, the salary increases herein provided shall be considered to be a result of such mandated raises and any such stipulated raises that require the Board to exceed the salary levels provided herein in any given year shall not result in increasing the salary levels provided in the succeeding year(s).

Article 1503

Reform Panel

1503.01 The Reform Panel shall facilitate the implementation of (a) initiatives directed at the improvement of teaching and learning conditions in the District, (b) requests for variances that may be submitted by school-based shared decision-making cabinets, and (c) instructional and curricular recommendations that may be made by committees created by the panel. The panel shall operate as a joint committee as provided in Article 506 of this Agreement.

1503.02 The panel shall have the authority to grant and cancel variances to this Agreement and shall have the authority to require variances in practice in one or more schools. The panel may grant variances for a specific period of time; if not the variances shall continue until changed. School-based shared decision-making cabinets may apply for renewal of variances which are scheduled to expire. Approval by the panel shall require a majority vote of the panel membership. Such approval shall not be unreasonably denied. Variances from this Agreement shall also require the approval of the Superintendent and Association President.

1503.03 All new programs or other initiatives approved by the panel which may result in variances in practice and all variances and all cancellations of variances approved by the panel shall be in writing and shall be signed by the panel chairperson, the Association President and the Superintendent. Any internal processing requirements by the separate parties prior to panel approval shall be left to the separate parties.

1503.04 The panel shall establish application forms and procedures for requesting variances. Such procedures must not require a majority vote by teachers in a building in support of the variance exceeding two-thirds (2/3). Such procedures must be consistent with this Agreement. In addition, to assist in the work of the panel, it shall form and direct committees, including a committee on state-mandated Competency Based Education. If a request for variance has sufficient support from the building, the requested variance shall be added to the Reform Panel agenda for the next meeting.

1503.05 Notwithstanding Section 202.02 of this Agreement, if there is a panel-authorized shared decision-making cabinet in a school, the Association Building Council shall continue to perform the duties and functions of the ABC as provided in this Agreement, except when any of those duties and functions are assumed by such cabinet and the ABC has been so advised by the cabinet. In such a school, the ABC shall be made up of the elected teacher members of the cabinet and the Senior Faculty Representative, who shall serve on both. The cabinet shall have no authority with regard to the PAR Program.

1503.06 The panel shall begin operations with the ratification of this Agreement and shall continue in effect with full authority as provided herein and without regard to the term of this Agreement, until either party notifies the other in writing of its desire to terminate the panel. In the event of such notifications, as with a PAR Panel, the authority of the Reform Panel shall be terminated thirty (30) days after such notification. All variances to this Agreement in effect at the time of termination shall be automatically canceled as shall all variances in practices required by the panel except those related to the implementation of state-mandated Competency Based Education or other legally mandated programs.

1503.07 During the thirty (30) day period between notification of cancellation and termination, the panel shall make every effort to provide for an orderly transition period by attempting to minimize problems resulting from the cancellation of variances. The parties recognize that educational sensibility and personnel considerations will not permit some variances to be phased out during this thirty (30) day transition period. No later than the date of termination of the panel, the board will provide the Association with a timeline for completing the cancellation of any variances that cannot sensibly be completed during the thirty (30) day transition period. In addition, representatives of the Board and Association shall meet promptly and as necessary to discuss such orderly transition and to determine if the parties wish to retain any of the variances. Any variances to this Agreement which the parties wish to maintain must be processed as amendments to this Agreement.

1503.08 The Reform Panel shall be co-chaired by the Association President, or designee, and the Superintendent, or designee. The Reform Panel shall be made up of an equal number of Association representatives and Administration representatives. ❖

Chapter 1600

Article 1601

Amendment Procedures

The President of the Association and Superintendent may meet privately during the term of this Agreement for the purpose of discussing the amendment of this Agreement. In the event this discussion produces a mutual accord that a specific amendment is desirable, such proposal for amendment will be referred to the Joint Negotiation Committee and, if the amendment is mutually agreed upon by the joint committee, it will be submitted for ratification by the Board of Education and a policy-making body of the Association. No public discussion or disclosure of the desire for amendment shall take place prior to or unless mutually agreed to be submitted to the Joint Negotiation Committee.

Article 1602

Applicable State Law

1602.01 In the event there is a conflict between a provision of this Agreement and any applicable state or federal law, or valid rule or regulation adopted by a federal agency or state agency pursuant thereto, the applicable state or federal law or valid rule or regulation adopted by a federal or a state agency shall prevail as to that provision. All other provisions of this Agreement which are not in conflict with any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, shall continue in full force and effect in accordance with their terms.

1602.02 The Board and the Association agree that all items in this contract which supersede applicable state law and which may permissible do so under Ohio Revised Code Section 4117 shall not be affected by this Article. Should any clause of this contract be held to be in violation of the law by a court of competent jurisdiction, then that clause of the contract shall be rendered null and void, but the remainder of the contract shall remain in full force and effect.

Article 1603

Duration of Agreement

This Agreement supersedes the Agreement which expired on August 18, 2019, and any amendments to such Agreement. This Agreement shall become effective at 12:01 a.m. on August 19, 2019, and shall continue in full force and effect until midnight of the day before the first regular teacher contract day of the 2022–2023 school year. ❖

In witness whereof the parties have caused this Agreement to be executed on the day and year first mentioned above.

Board of Education
of the Columbus City
School District
by

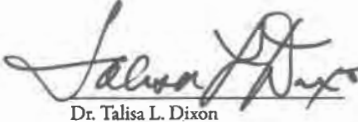
The Columbus
Education Association
by



Gary L. Baker, II
President



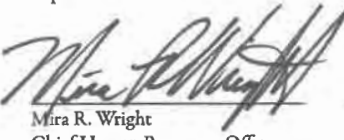
John T. Coneglio
CEA President & Chief Negotiator



Dr. Talisa L. Dixon
Superintendent



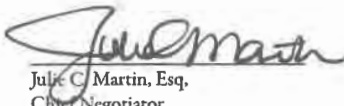
Phil Hayes
Vice President



Mira R. Wright
Chief Human Resources Officer



Teri Mullins
Negotiations Chair



Julie C. Martin, Esq.
Chief Negotiator

Part II

Memoranda

This is not a complete collection of all the memoranda that exist but a listing of the most commonly referenced.

Memorandum of Understanding

With Respect To The Supreme Court's Ruling In Janus V. American Federation Of State, County, And Municipal Employees, Council 31, No. 16-1466, 585 U.S. ____ (2018), The Columbus Education Association And Columbus City Schools Have The Following Understanding:

1. Because Of The Janus Decision, the Parties Agree To Remove the Reference to the service fees in Section 109.03 (I)(3), the reference to Agency Fees in Section 109.03(I)(4) and Article 112 in its entirety and to delete references to Article 112 and any sections therein from any and all other provisions of the Agreement, including, but not limited to Article 1015, Article 1111, Section 1201(D) and Section 1300.03 from the Agreement between parties.
2. The parties agree that if Janus is subsequently overruled by the supreme court, and the right of the association to collect agency fees from non-members becomes legally permissible, the above identified provisions shall go into full force and effect in the beginning of the school year immediately following said decision consistent with that decision.

Agreement reached between CCS/CEA as a result of the 2019–2022 Master Agreement

Memorandum of Agreement

Between Columbus City Schools and the Columbus Education Association (February 2006)

Article 211

Whereas in response to the planned closure of twelve buildings, the implementation of alternative student schedules at the high school and middle school, and the implementation of a Limited Separation Plan, the Columbus City Schools Board of Education and the Columbus Education Association have agreed that staff reductions, as part of Article 211 of the current collective bargaining agreement, shall be performed as follows for the staffing of the 2006–2007 school year:

1. When a building is being closed and students reassigned to other existing buildings, the entire staff of the building being closed will be automatically staff reduced and participate in the normal 211 interview process.
 2. When two buildings are being merged, the staff of both buildings will be merged and treated as one staff for purposes of staff reduction. When the building to which the staff are being merged will be on a balanced calendar, all staff must agree with their signature to accept the terms of the balanced calendar. Refusal to accept the terms will result in a voluntary staff reduction.
 3. When a building is being closed and moved into a “swing” space, the building will be subject to the normal staff reduction process identified in Article 211.
 4. All special education units will be transferred in whole to their new locations and not subject to this agreement as it affects regular classroom personnel. Normal staff reduction rules shall apply.
 5. As previously agreed, staff that bid to an assignment during the March 2004 211 process will be automatically staff reduced.
-

Memorandum of Understanding

Reference: Special Factors impacting the Article 211 Process at International High School (IHS). The Columbus Board of Education (District) and the Columbus Education Association (CEA), which are parties to a collective bargaining agreement (CBA), agree to this Memorandum of Understanding (MOU) as an addition to terms set forth in the collective bargaining agreement:

1. Teachers selected and/or assigned to International High School (IHS) shall be fluent, native or near-native speakers of the required world language to be taught for that position.
2. Other special qualifications may include special knowledge, fluent language, skills or training that is requisite to perform the essential duties of the job.
3. Vacancies at IRS that remain unfilled after the job fairs shall be offered to new hires, provided that no unassigned member of the CEA bargaining unit meets the qualifications stated above.

This Agreement shall be in effect indefinitely until both parties agree to modify or revise.

Entered this 23rd day of February 2011.

For the Association: Rhonda Johnson

For the District: Gene T. Harris

Letter of Understanding

Teacher Retiring & Re-employment

The Ohio Revised Code requires a break in service and a two (2) month waiting period prior to re-employment. Agreement to waive this requirement is a matter to be addressed by the State Teacher Retirement System and the teacher.

1. New Employment Application

The Board of Education retains the right to decide whether to hire a retiree and that decision will be made on a case-by-case basis. Teachers who retire and desire to be considered for reemployment in CCS shall complete a new employment application and provide the required employment application materials specified by the Human Resources Department.

2. Teaching Experience & Salary Schedule Placement

Teachers who are selected for reemployment may be granted up to 10 years of outside teaching experience credit for placement on the teacher salary schedule. Former CCS teachers may be granted full credit for CCS teaching experience for placement on the teachers' salary schedule. In no event will a retired CCS employee be re-employed and placed on the salary schedule beyond the year 14 step in the salary schedule.

3. Health Insurance

Teachers may purchase CCS health insurance coverage provided they authorize payroll deductions for health insurance premiums consistent with Board policy and practices.

4. Sick Leave

No sick leave carryover from previous employment shall be permitted.

5. Severance Pay

No severance pay eligibility exists for rehired retirees.

6. Individual Employment Contract

Retirees who are rehired shall be granted a limited teaching contract. Retirees shall not be eligible for continuing employment contracts after retirement.

7. Severance Benefits

810.02 Effective November 30, 2001, the cash payment to an eligible member or beneficiary receiving severance pay shall be determined by and shall include the following:

- A. Fifty (50) percent of the member's accrued but unused personal leave days.
- B. The following percentage of the member's accrued but unused sick leave if the member gives the Human Resources Department written notice of intent to retire by March 1, when the effective date of retirement is from May 31 to October 31 inclusive, or if the member gives the Human Resources Department written notice after September 1 and ninety (90) days before the effective date of retirement, when the effective date of retirement is between November 1 and May 31.

<u>Accumulated Sick Leave</u>	<u>Percentage Applicable to the Specified Number of Days</u>
0-100.....	25%
>100-200.....	30%
>200-300.....	35%
>300-400.....	40%
>400.....	45%

- C. However, twenty (20) percent of the member's accrued but unused sick leave if the member gives the Human Resources Department written notice of intent to retire after March 1 of a school year when the effective date of retirement is from May 31 to October 31 inclusive, or if the member gives the Human Resources Department less than ninety (90) days notice before the effective date of retirement, when the effective date of retirement is to be between November 1 and May 31. Exceptions to this provision shall be subject to written mutual agreement of the parties.

After June 8, 2001, but prior to November 30, 2001, an employee shall give the Human Resources Department as much written notice as possible.

Signed by Rick Logan and by Ernest Blanden (May 5, 2001)

ADDITIONAL CLARIFICATION REGARDING

The Letter of Understanding

Teacher Retiring & Re-employment

Signed May 1, 2001 by Rick Logan and Ernest Blanden

Table discussions during negotiations of the Memorandum of Agreement on Teacher Retiring and Re-employment signed May 1, 2001, clearly indicated that both sides wanted to provide additional resources to the district during the shortage of qualified teachers but did not want to limit access to new teachers entering the profession. The clarification is those retired teachers who are rehired are auto-

matically non-renewed at the end of each school year without additional notice. This prohibits the accumulation of seniority for retired/rehired teachers who could then displace a less senior teacher if reductions are necessary.

The Letter of notice to teachers of the RETIRE/REHIRE OPPORTUNITY dated May 22, 2001, that had been revised by John Grossman did provide for evaluations. However, with this clarification, evaluations will not be necessary.

April 15, 2002

John Grossman, for the Association

Mary A. Thomas, for the District

Memorandum of Understanding

Reconfiguration, Closing and Consolidation of Schools

Whereas in response to the planned reconfiguration, reconsolidation and closure of various buildings that will occur now and into the foreseeable future, the Columbus City Schools Board of Education (District) and the Columbus Education Association (Association) have agreed that staff reductions, as part of Article 211 of the current collective bargaining agreement, shall be performed as necessary.

1. When a building is being closed and students are reassigned to other existing buildings, the entire staff of the building being closed will be automatically staff reduced.
2. When a building is being closed and students are reassigned to a single new or existing location, the staff of the building being closed is subject to the normal staff reduction process and will not be automatically staff reduced.
3. When two buildings are being merged, the staff of both buildings will be merged and treated as one staff for purposes of staff reductions . When the building to which the staff is being merged will be on a balanced calendar, all staff must agree with their signature to accept the terms of the balanced calendar. Refusal to accept the terms will result in a voluntary staff reduction.
4. When an elementary school building is adding a grade level(s) (grades 6, 7, and/or 8), staff will be considered part of the 1-5 grade level category that currently exists in Section 211.03(8) of the contract.
5. When a building is being closed and moved into a "swing" space, the building will be subject to the normal staff reduction process identified in Article 211.
6. All special education units will be transferred in whole to their new locations and not subject to this agreement as it affects regular classroom personnel. Normal staff reduction rules shall apply.

WHEREFORE, the Association and the District confirm this Agreement with their Signature on the 21st day of February, 2012.

For the Association: Rhonda Johnson

For the District: Gene T. Harris

Memorandum of Understanding

School Restructuring Plans

Whereas the Columbus City Schools and Columbus Education Association have reviewed and approved individual School Restructuring Plans for schools that are not meeting accountability standards.

Now, therefore, the parties to this agreement agree to the following:

Restructuring

Staff Component:

- Teachers have the option for voluntary staff reduction effective at the completion of School Improvement Year Designation Level 4.
- Teachers may be involuntarily staff reduced in schools identified as School Improvement Designation Level 4 Delay or Level 5 as long as the act is not arbitrary or capricious.
- Notification of involuntary or voluntary staff reduction will occur prior to start of the district's assignment and transfer process (Article 211).

This Memorandum will be reviewed by the parties no later than January of the preceding school year.

Signed for the Columbus Education Association by Rhonda Johnson and for the Board of Education by Gene Harris in March 2008.

TO: The Columbus Education Association
FROM: Office of Contract Relations
SUBJECT: Citywide Program Delineation
Limited to Section 211.03 (C) (7) of the
Board/CEA Agreement
DATE: September 1, 1983 (amended June 3, 1992)

Elementary Field Librarians

Certified Librarians serving several assigned elementary schools.
(Note: Does not include catalog or resource librarians assigned to 17th Library)

Elementary School Counselors

Certified Guidance Counselors serving in public elementary schools regardless of funding.
(Note: Does not include NPSS Counselors)

School Social Workers

All visiting teachers

Professional Specialists

Professional specialists working in Evaluation Services

Special Education Consultants

(Separate programs as listed below)

- Hearing Handicapped*
- Orthopedically Handicapped*
- Visually Handicapped*
- Multiple-Severe Handicapped*
- Severe Behavioral Handicapped*
- Developmentally Handicapped*
- Specific Learning Disability*

Work Study Coordinators

(Separate programs listed below)

- Hearing Handicapped*
- Orthopedically Handicapped*
- Developmentally Handicapped*

School Nurses

(Note: Does include NPSS funded nurses)

Staff Development/Human Relations

Psychologists

(Note: Does include NPSS funded)

Memorandum of Understanding

The Columbus Education Association (“CEA”) and the Columbus City School District Board of Education (“Board of Education”) agree as follows:

1. The parties agree that the board shall allocate funds for and post the additional fte bargaining unit positions during fiscal year 2020:
 - A. School nurses—two (2)
 - B. ESL – teachers—ten (10)
 - C. Early childhood education teachers – four (4); one of which shall hold any of the following:
 - Early childhood intervention specialist (prek–3)
 - Intervention specialist visual impairment (prek–12)
 - Intervention specialist hearing impairment (prek–12)
 - Pre-kindergarten special needs endorsement
2. The parties agree that the board shall allocate funds for and post the following fte bargaining unit positions during fiscal year 2021:
 - A. School nurses—ten (10)
 - B. Social workers—fifteen (15)
 - C. Early childhood education teachers—four (4)
3. This memorandum of agreement expires at the end of the bargaining agreement between the parties.

Agreement reached between CCS/CEA as a result of the 2019–2022 Master Agreement

Letter of Understanding

This letter of understanding is entered into on August 25, 2000, in connection with the agreement between the Columbus Education Association and the Columbus Board of Education.

1. The reserve pool of substitute teachers needs to be referenced in the recognition Article of the contract.
 2. The Board will comply with all language of the contract that is not changed in this round of negotiations, including Article 208.
 3. Item six (6) on page nine of the training manual for Article 211 shall be rewritten to read: “mutual agreement by Personnel Director and CEA regarding a philosophical difference or health and safety.
 4. The parties will make grammatical and punctuation changes to the contract that do not change the meaning.
-

Memorandum of Agreement

The adult education program in the Columbus City Schools is currently under review. In the event adult programs at North High School are phased out or relocated in other schools, the following stipulations shall control:

- A. In the event of the intact relocation of a full-time adult program, the teacher shall have the right to relocate with the program.
- B. In the event a current full-time adult program is relocated and will include both adult and compulsory age students, the current full-time hourly teacher shall have first right to the teaching position if there is a vacancy.
- C. Full-time hourly teachers who are relocated and assigned to teach classes of compulsory age students shall be given a regular teaching contract.

- D. Full-time hourly teachers who are relocated and assigned to teach classes of adult students or classes including both adult and compulsory age students will be given a regular teaching contract if it is a school year program and will be given a full-time hourly contract if it is a calendar year program. In either case, the class load will be similar to what existed in the North High School adult program rather than the conventional high school or career center with compulsory age students.
- E. All assignments above are subject to appropriate certification.
- F. Full-time hourly teachers shall continue to have all rights provided in the Agreement.

This Memorandum of Agreement entered into in connection with the settlement of complete Agreement between the Columbus Education Association and the Columbus Board of Education effective June 26, 1989.

Memorandum of Agreement Community School Staffing

Whereas the parties to this agreement reaffirm their support for innovative programs; and

Whereas the Board of Education of Columbus Public Schools (CPS) has reviewed and approved the chartering of specific community schools that meet its standards; and

Whereas community schools may contract with Columbus Public Schools to provide teaching staff as well as Human Resource and Payroll Services,

Now, therefore, the parties to this agreement agree as follows:

1. All teaching staff provided to community schools will be employees of Columbus Public Schools and members of the Columbus Education Association (CEA) bargaining unit.
2. Twenty percent of the teaching positions at district-sponsored community schools will be made available to staff employed at regular CPS schools. These members must be selected via interview by the community school administration or board. Only the Articles addressing compensation, benefits, transfers and seniority in the CPS/CEA labor agreement will apply to these members. Further, their assignment to a community school may be terminated at any time, by either party, for philosophical reasons, at which time they may exercise rights to return to a regular CPS position for which they are qualified within 30 days of the separation with the community school. Seniority will accrue while assigned to the community school. Selection will be contingent on the employee's written agreement to work under the work rules established for the specific community school (See item 4).
3. The remaining eighty percent of the staff provided to the community school will be hired by CPS to be specifically assigned to the community school. These staff members will be placed on a salary schedule identical to the one found in Article 902.06 in the CPS/CEA labor agreement labeled "Pre-license Bachelor's". This schedule will be labeled as the "Community School Staff" salary schedule. Staff hired to work at a community school will remain on that schedule while assigned to a community school without adjustment due to degree, license or credit hours. CPS

teacher benefits will be made available to those employees who agree to contribute 20% of the premium for such insurance. Staff may participate in the interview phase of the Article 211 process contained in the CPS/CEA labor agreement and be selected into regular CPS positions provided they are fully qualified for the position. Upon assuming duties in a regular CPS position the member will be appropriately assigned to the non-community school CPS salary schedule for teachers and gain full access to the rights of CPS employees under the CPS/CEA labor agreement, including PAR Intern services. An employee whose assignment is rejected by the community school and who does not meet the criteria of a highly qualified teacher under No Child Left Behind for a position in a regular CPS school, will be immediately released from their employment contract with CPS.

4. As a separate legal entity from CPS, community school administration will define work rules for the school consistent with its mission in collaboration and consultation with all staff members. Work rules will include, but not be limited to: class size, length of day, number of periods and duration, leave of absence procedures, evaluation procedures, student discipline, curriculum, staff development, staff qualifications, and staff levels.

Signed for CEA by Rhonda Johnson and for the Board of Education by Craig Bickley on April 4, 2006

Memorandum of Understanding Regarding Language Immersion Schools

1. Beginning with the 2008–09 school year, regular classroom teachers selected and/or assigned to language immersion schools shall be fluent, native or near-native speakers of the world language of that particular school.
2. Vacancies in language immersion schools that remain unfilled after the job fairs shall be offered to new hires, providing no unassigned member of the CEA bargaining unit meets the qualifications stated above.
3. Exceptions to this Memorandum of Understanding can be made upon agreement between the CEA and the Superintendent. All other terms and conditions of employment, certification/licensure and highly-qualified rules shall apply.

Signed by Rhonda Johnson for CEA and
by Gene Harris for the Board of Education
Entered February 19, 2008.

Memorandum of Understanding

Reference: Staffing at the K–8 Language Immersion Schools (École Kenwood and Columbus Spanish Immersion): for SY 2012–13.

The Columbus Board of Education (District) and the Columbus Education Association (CEA), which are parties to a collective bargaining agreement (CBA), agree to this Memorandum of Understanding (MOU) as an addition to terms set forth in the collective bargaining agreement:

1. Teachers at either of the K-8 language immersion schools in the 2011–12 school year who were staff-reduced from their current

position due to a projected decline in student enrollment and selected or assigned to a different school or department, shall have the right to return to their position during the 2012–13 school year.

2. 1bis provision is contingent upon actual student enrollment that would require the addition of teaching staff during the 2012–13 school year and establishment of a position that would require the particular certificate/license .

This Agreement shall be in effect for 2012–13 school year and until both parties agree to modify or revise.

Entered this 27th day of March, 2012

For the Association: Rhonda Johnson

For the District: Gene T. Harris

Memorandum of Understanding

Reference: Staffing at the Language Immersion Schools (École Kenwood, Columbus Spanish Immersion), Fifth Avenue International and International High School.

The Columbus Board of Education (District) and the Columbus Education Association (CEA), which are parties to a collective bargaining agreement (CBA), agree to this Memorandum of Understanding (MOU) as an addition to terms set forth in the collective bargaining agreement:

1. Teachers at the K–8 language immersion schools and Fifth Avenue K–8, who are part of the middle school allocation (Grades 6, 7, 8 “affected teachers”) will be staff reduced from their current assignments as part of the Article 211 process. This staff reduction will result from each of these three K–8 schools moving to a K–6 format, beginning SY 2013–14. Additionally, the International High School will add grades 7 and 8, making this a 7–12 high school. These new positions will be posted as part of the Article 211 process.
2. All “affected teachers” to include unified arts teachers at the above mentioned schools, will have a special interview round prior to the Article 211 process and job fair. Affected teachers not hired will have rights to article 211 and job fair.
3. For 6th grade positions that are posted at the two language immersion schools and Fifth Avenue International, selections will be made on the basis of language fluency, and native, or near-native speaking ability of the world language at that particular school, as outlined in the special factors of the Article 211 postings for these schools.
4. The programmatic needs of these K–6 schools and the International High School may change over time but will be reflected in the posting of special factors during Article 211.
5. This MOU does not replace former agreements that pertain to the language immersion schools this Agreement shall be in effect for 2013–14 school year and until both parties agree to modify or revise.

Entered this 13th day of March 2013

For the Association: Rhonda Johnson

For the District: Gene T. Harris

Memorandum of Agreement

Whereas the parties to this agreement reaffirm their support for innovative programs developed cooperatively by individual school staff; Now, therefore, the parties to this agreement consent to the following:

1. Bargaining unit members will follow the year-round school calendar for school year 2012–2013 that includes the same number of holidays in the school year, all professional meetings and records days, parent-teacher conference days, days of no school for students, including any days waived by the Ohio Department of Education, and days of school for students.
2. Bargaining unit members assigned to a year-round school for school year 2012-2013 may voluntarily staff reduce themselves if they do not want to participate in the year-round program. Staff remaining at a year-round school must have a willingness to participate in the entire program, including intersessions.
3. If there are vacancies for the 2012–2013 school year, staff from other buildings may apply even if they are still in a three-year commitment to another school. If they are selected at a year-round school, they will be released from their three-year commitment at the other school.
4. Staff participating in the year-round program must be paid on plan B, 26 pays per year. Deposit statements for pay dates during the intersession will be mailed to employees' homes.
5. Staff participating in the intersessions will be paid extended time at the supplemental hourly rate in effect at the time service is rendered. No paid sick or personal leave will be granted during intersession.
6. Participation in intersessions will be rotated among staff as much as possible with seniority being considered if there are more volunteers than are needed.
7. If not enough volunteers are available to staff the intersessions, non-volunteering staff, starting with least senior, will be required to work. This requirement to work will be rotated as much as possible so as to equalize the time worked among all staff per school year.
8. Leave will be accrued on the same cycle as other bargaining unit members.

For the Association: Rhonda Johnson 3/20/12

For the District: Gene T. Harris 11/20/12

Memorandum of Understanding

Between Columbus Public Schools and The Columbus Education Association Regarding

Columbus Africentric Early College

This Memorandum of Understanding (Agreement) is made between the Columbus Public Schools (CPS) and the Columbus Education Association (CEA) for the purpose of establishing an early college high school in Columbus, Ohio, the Columbus Africentric Early College (CAEC). The purpose of CAEC is to link secondary and post-secondary educational experiences and to provide a transition between secondary and post-secondary education.

Columbus Public Schools (CPS) and The Columbus Education

Association (CEA) enter the following in agreement for the terms of which

WITNESS THE FOLLOWING:

WHEREAS the parties to this Memorandum of Understanding desire to establish an Early College High School in the Columbus Public Schools to be known as the Columbus Africentric Early College and serve grades 9–12, and to provide Concurrent Enrollment for Academic Dual Enrollment college courses for high school students; and

WHEREAS Early College High Schools are small schools with enrollments of 400 or fewer students who can earn both a high school diploma and two years of college credit toward a bachelor's degree; and

WHEREAS Early College High Schools facilitate the transition and reduce obstacles to postsecondary access for targeted students, including low income and underrepresented students, making college more affordable for low-income students; and

WHEREAS Early College High Schools prepare students for successful career and educational futures through a full integration of high school, college and the world of work, improve academic performance and self-concept, and increase high school and college completion rates;

NOW THEREFORE, the parties of this Memorandum of Understanding mutually agree as follows:

1. The Columbus Public Schools and the Columbus Education Association will ensure that the implementation of the Columbus Africentric Early College will align with all current board of education policies, practices and procedures and all sections of the negotiated agreement between the Columbus Board of Education and the Columbus Education Association. Exceptions to this will be approved only after prior agreement between both parties.

IN WITNESS THEREOF, the parties have duly approved this agreement on this 13th date of August 2004.

Columbus Public Schools

By: Gene T. Harris, Ph.D., Superintendent

Columbus Education Association

By: Rhonda Johnson, President

Memorandum of Agreement

Eight-Period Day in High Schools

The Columbus Board of Education and the Columbus Education Association, which are parties to a collective bargaining agreement effective until December 31, 2004, agree upon this Memorandum as an addition to terms set forth in the collective bargaining agreement: Effective for the 2003–2004 school year, all high schools in the Columbus City Schools District, with the exception of Fort Hayes Arts and Academic High School, Eastmoor Academy and Columbus Alternative High School, shall institute a student day consisting of eight (8) 50–55 minute periods. No teacher shall be assigned more than five periods of instruction per day. In the event any school or teacher elects to deviate from this schedule, the school must first obtain approval from the Reform Panel. This schedule shall only be effective district-wide for the 2003–2004 academic year.

Signed by Greg B. Scott for the Board

Signed by Richard L. Logan for CEA

Memorandum of Agreement

Eight-Period Day in High Schools and Middle Schools

The Columbus Board of Education and the Columbus Education Association (CEA), which are parties to a collective bargaining agreement, agree to this Memorandum as an addition to terms set forth in the collective bargaining agreement:

1. Beginning with the school year (SY) 2009– 2010, all high schools (HS) and middle schools (MS) in the Columbus City Schools District, with the exception of Fort Hayes Arts and Academic High School, Eastmoor Academy, and Columbus Alternative High School, shall institute a student day consisting of eight (8) 52–55 minute periods. No teacher shall be assigned more than five (5) periods of instruction per day. HS English teachers will have two (2) conference periods. In the event any school or teacher elects to deviate from this schedule, the school must first obtain approval from the Reform Panel.
2. The HS/MS teacher workday, with the exception of the aforementioned schools cited in section one, shall be from 7:15 a.m. to 2:45 p.m., with a 7:30 a.m. to 2:30 p.m. student day. No teacher will have more than a seven and one-half ($7\frac{1}{2}$) hour workday. HS and MS school teachers will have a one-period lunch as is normal practice. The maximum student load per day will not exceed 150 students.
3. The elementary teacher workday shall be from 8:15 a.m. to 3:45 p.m. with a 9:00 a.m. to 3:30 p.m. student day.

This schedule shall be in effect district wide. This agreement shall remain in effect and subject to annual review prior to January 15 of a current SY.

Signed by Rhonda Johnson, Sally Oldham and Rick Logan for CEA and Gene Harris, Cynthia Picciano and V. DeWayne Howard for the Board

Entered this 30th day of March 2009.

Memorandum of Understanding

The Columbus Education Association (“CEA”) and the Columbus City School District Board of Education (“Board of Education”) agree as follows:

1. The parties agree that for the 2020–2021 and 2021–2022 school years only, the board of education shall employ a minimum of fifteen (15) full-time bargaining unit members as social emotional learning practitioners. The role of these bargaining unit members will be to train and coach staff and collect data regarding social emotional learning, including but not limited to, how to use discipline to change student behavior as opposed to punishing and excluding students from learning.
2. The parties agree that for the 2020-2021 and 2021-2022 school years only, all buildings containing students in any combination of grades seven (7) through twelve (12) shall have a full-time ccs employee assigned for the sole purpose of providing in-school suspension as a behavioral intervention.
3. The parties agree that the positions will be posted internally and externally prior to round one of the 211 process and remain posted until all positions identified in paragraph 1 above are filled.

Any vacancies created after the initial hiring will be subject to the collective bargaining agreement between the parties.

4. This memorandum of understanding expires at the end of the bargaining agreement between the parties. The parties agree that the contents of this memorandum shall be a topic of discussion during negotiations for a successor agreement.

Agreement reached between CCS/CEA as a result of the 2019–2022 Master Agreement

May 20, 2015

Ms. Ezetta Murray

Columbus Education Association

929 E. Broad St.

Columbus, Ohio 43205

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

- .01 The Superintendent/designee shall consult closely with the President of the CEA/designee about implementation of the electronic student information management system, including but not limited to the creation of a written plan anticipating and suggesting solutions or action steps for problems .
- .02 The Board shall provide training to teachers before requiring them to enter additional information or use data in particular ways in connection with the electronic student information system (but this sentence does not compel training or requirements to be implemented districtwide or at the same time).
- .03 While teachers shall use their best efforts to enter data accurately, no teacher shall be disciplined except for good and just cause for errors or omissions in complying with the requirements that they enter or use information in the electronic student information system.

Sincerely,

Greg Scott

Negotiator for the Board of Education

Memorandum of Understanding

Health Insurance Contributions

The Columbus Education Association and the Columbus Board of Education agree to the following understanding on the implementation of Articles 806(A) and 806(F)(5) of the Contract, from January 1, 1999, forward:

The Board's ninety percent (90%) contribution to the cost of employee group health insurance is benchmarked to the cost of the preferred provider organization plan. The dollar amount derived from that calculation is applied to other plan options that are offered, not to exceed the total cost of enrollment in a particular option. Such dollar amount is the "Board defined dollar contribution."

Memorandum of Agreement

Funding of Deficit

1. The parties acknowledge that the District's health insurance

fund is running a deficit. Part of that deficit is the result of the District's failure to make contributions to the fund in certain years for members on payroll plan A during periods of time when they were not receiving the five additional pays provided under Plan B. This portion shall be referred to as "Board Share" underfunding. Another part of the deficit is due to underfunding the plan's liability for claims. This portion shall be referred to as "Underfunding." The final portion of the deficit is due to the lack of a sufficient funding of the "Incurred But Not Reported" liability, otherwise referred to as the "Reserve."

2. The Board is responsible for funding 100% of the "Board Share" and 90 percent of the "Underfunding" and "Reserve" portions of the deficit. Employees are responsible for 10 percent of the "Underfunding" and "Reserve" portions of the deficit, specific to each plan.
3. The plan approved by the Board provides for the funding of the employee portion of the deficit in the form of a surcharge over three (3) years specific to the "Reserve" amount, and six (6) years specific to the "Underfunding" amount. The surcharge will be separate from the base premium established to fund current plan expenses. Annual increases will apply only to the base premium necessary to fund current plan expenses and not be calculated upon the surcharge amounts. Surcharges will terminate upon fulfillment of the responsibility.
4. The health benefits premium rates and employee and Board shares as presented to the CEA bargaining team on June 1, 2005, shall be implemented July 1, 2005.

Memorandum of Agreement

Domestic Partner Benefits

1. The parties agree that domestic partners of teachers and the children of such domestic partners are eligible for benefits under Articles 806, 807 and 808 of the Agreement in the same manner and subject to the same conditions, limitations and qualifications as members of the bargaining unit. There shall be an enrollment period in August 2009 for initial enrollment of domestic partners who qualify and file the completed "Affidavit of Same Sex Domestic Partnership" and "Domestic Partner" enrollment forms. Coverage shall begin October 1, 2009 from such initial enrollment. Enrollment after August, 2009 for changes in coverage may occur within thirty (30) calendar days of a domestic partner becoming a parent, the lay-off or separation from employment of a domestic partner who had primary coverage at his/her employment, death of a domestic partner or termination of the domestic partnership, or during the open enrollment.
2. "Immediate family" of a teacher for purposes of Sections 701.02(B) and 701.02(C) of the Agreement shall include the domestic partner of a teacher and the "immediate family" of such domestic partner.
3. The attached eight-page "CEA/Columbus Board of Education Policy Statement on Domestic Partners" shall guide implementation and administration of this Memorandum. To receive benefits under paragraph (1) and/or (2) above a teacher must qualify and file the required form(s).

Signed by Richard L. Logan for CEA and by Greg Scott for the Board of Education

June 2009

**Memorandum of Agreement
(Substance-Free Workplace Program)**

(August 2007)

Whereas, the parties of this agreement acknowledge a shared concern that all staff of Columbus City Schools be free of illegal substances, or illegal levels of legal substances, while in the performance of their respective duties; and

Whereas, the parties acknowledge the value and investment in current staff and the desire to first attempt to rehabilitate afflicted staff; and

Whereas, the parties willingly and jointly united to draft a uniform program for all employees of the school district, exclusive of those covered under federal guidelines;

NOW THEREFORE BE IT RESOLVED, the parties have agreed to implement the Columbus Public School's Substance-Free (Drug-Free) Workplace Program as adopted by the Board of Education on August 28, 2007.

Signed for the Columbus Education Association by Rhonda Johnson and for the Board of Education by Gene Harris

**Memorandum of Understanding
403(B)**

This Memorandum of Understanding ("MOU") is entered into this 11th day of March 2009 between the Columbus City School District Board of Education ("CBE") and the Columbus Education Association ("CEA").

In accordance with Internal Revenue Service regulations and federal law effective January 1, 2009, CBE is adopting a 403(b) Plan to enable CEA members to invest a portion of their annual income into tax-deferred retirement benefit plans. CEA and CBE understand and agree that components of the Plan are mandated by Internal Revenue Service regulations and federal tax law. To the extent that Internal Revenue Service regulations and federal tax law do not impose mandates requiring the adoption, content, administration and operation of the 403(b) Plan, CEA and CBE recognize and agree that they are obligated to bargain the 403(b) Plan to the full extent required by R.C. Chapter 4117 and their collective bargaining agreements.

Agreed to by CEA and CBE on the date above written. This MOU shall remain in effect until mutually canceled in writing by CEA and CBE.

Signed by Rhonda Johnson for CEA and

Gene Harris for the Board

11th day of March 2009.

Memorandum of Agreement
Elementary Lunchroom Duty
(September 29, 1986)
(Amended May 29, 2003)

Based on the recommendations of the Joint Committee formed to conduct a study and feasibility of utilizing the supplemental contract approach to elementary school lunchroom supervision, the following guidelines and stipulations are accepted:

- A. The duties and responsibilities of the lunchroom duty teacher shall continue to be the general supervision of pupils in the lunchroom. Lunchroom duty is exercised under the general supervision of the principal.
- B. A supplemental contract shall be issued for one school year or the balance of a school year. The supplemental service may be provided by two teachers on a 50 percent basis for each. The lunchroom duty supplemental contract shall be administered in a manner consistent with Article 905 of the current Board/CEA Agreement. Pay shall be at the 8.00% rate and shall be paid in two equal amounts on the thirteenth and twenty-first pay dates. The number of lunch periods necessary to accommodate the students in a building shall be determined by the principal. There shall be one supplemental contract for each lunch period (which may be shared by two teachers).
- C. An Instructional Assistant(s), if assigned to lunchroom duty, will work in cooperation with and under the supervision of the lunchroom duty teacher. The number of assistants assigned will be determined by the principal. This program is not intended to reduce the assignment of assistants in the lunchroom.
- D. Teachers accepting the lunchroom duty supplemental contract shall not claim a violation of Section 302.02 as a result of duties connected with such supplemental service.
- E. Lunchroom duty teachers shall be included equally in number on the roster for duties assigned to other staff members. Supplemental contract lunchroom duty teacher(s) shall not be assigned other duties during the regularly scheduled lunch period.
- F. Lunchroom supervision shall be rotated equally among the staff as a regular duty without extra pay when the paid lunchroom duty teacher is absent. In the event of extended absence by the lunchroom duty teacher where there is not a shared contract, a second contract can be issued for the prorated amount with a corresponding reduction in the original contract. An extended absence is one that lasts or is expected to last beyond one rotation of the staff on lunch duty.
- G. Elementary principals will be promptly provided with a description of this program and directions regarding the securing of volunteers for the lunchroom duty supplemental contract. Principals will select a teacher(s) from among the volunteers and forward the name(s) for appointment. In the event there are no volunteers in a school, lunchroom supervision will continue to be assigned as an unpaid duty.
- H. During the 1986–1987 school year, the Joint Committee will continue to monitor the program and will make whatever changes they determine are needed. Late in the school year, the Joint Committee will make recommendations to the Superintendent and the CEA President regarding any changes that should be

made and specifically recommending continuation or termination of the lunchroom duty supplemental contract program. The Superintendent will discuss these recommendations with the CEA President prior to making a decision regarding the continuation or termination of the program.

Signed by John E. Grossman for CEA and Charles C. Hall for the Board

Updated language agreed to on May 29, 2003, by Mary Thomas for the Board and Rhonda Johnson and Bob Buelow for CEA.

March 30, 2011

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

Dear Rick:

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

There is mutual agreement between the parties with respect to Section 204.06(8) of the Master Agreement with CEA (“no teacher shall be deprived of at least a 30-minute uninterrupted duty-free lunch period”), that language is in the context of a practice of a 60-minute student lunch period.

Yours very truly,

Gregory B. Scott, Chief Negotiator
Columbus City School District Board of Education

Memorandum of Understanding

The Columbus Board of Education (hereafter referred to as the “Board”) and the Columbus Education Association (hereafter referred to as “CEA”) have discussed the absence of marching bands at Columbus Alternative High School (CARS) and Ft. Hayes Arts & Academics High School (FHAAHS) and agree that there is a need for an instrumental leader at those schools to guide their concert bands.

The Board and the CEA therefore agree to the following:

The Board and CEA shall agree to create a Senior Instrumental Concert Director supplemental contract for CAHS and FHAAHS: This MOU shall include, but not be limited to, the following:

1. The Senior Instrumental Concert Director supplemental rate of pay will be the same as a Senior Vocal Music Director’s supplemental rate of pay.
2. All normal supplemental contract processes and procedures will be followed.

Nothing herein shall preclude the Board and CEA from entering into lawful agreements which modify the terms of this Memorandum of Understanding; however, neither party shall be obligated to agree to such modifications. This agreement shall remain in effect until one party submits to the other party a dated written request to terminate this MOU.

Entered this 25th day of February 2011.

For the Association: Rhonda Johnson
For the District: Gene T. Harris

Memorandum of Agreement

Pay for Extra Duties

The Columbus City Schools Board of Education (BOE) and the Columbus Education Association (CEA), which are parties to a collective bargaining agreement (CBA), agree to this Memorandum as an addition to terms set forth in the collective bargaining agreement:

Whereas in response to the consent agreement between the Columbus City School District and the Office of Civil Rights of the U.S. Department of Education, the district is obligated to provide interscholastic competitive opportunities to its female students based on their athletic abilities and interests. Where sufficient interest in Girls Lacrosse has been demonstrated at a district high school, the terms of the consent agreement require the district to offer that sport. The obligation includes providing a coach for the team.

Whereas in the response to the identification of the need for a coach, a new assignment will be added to Article 905.01 for Girls Lacrosse (15 hours). Step 1 will be 13.27% and Step 2 will be 16.17%. In addition, the Girls Lacrosse coach shall be considered one of the extra duty responsibilities in Article 905.03. This shall not be precedent setting. All applicable provisions of the Master Agreement, including Article 905, will apply to this Memorandum of Agreement.

Entered this 27th day of March, 2015.

For the Association: Phil Hayes

For the District: John Stanford

Memorandum of Agreement

Supplemental Contracts

(July 2007)

The parties identified below agree that beginning July 1, 2007, Article 905.04 shall be amended such that Bowling may be substituted for Swimming in those schools unable to field a swim team, but able to field a bowling team. In no case will a school be permitted to field both teams in the same school year.

For CEA: Rhonda Johnson

For the Board: Craig Bickley

Memorandum of Agreement

(Religious Leave for Hourly Tutors)

This Agreement between the Columbus Education Association (hereinafter the Association) and the Columbus City School District (hereinafter the District) is entered into as 'a change of Article 702.11, "Religious Leave," as outlined in the Association/District Master Agreement.

WHEREAS, the Association and the District have agreed that hourly tutors in the bargaining unit shall be equally entitled to religious leave as teachers.

NOW THEREFORE, the parties confirm these agreements and understandings as follows:

1. Article 702.11 shall apply to all hourly rated tutors as defined

in chapter 1000 of the CEA/Board Agreement and shall become part of Article 1015.

2. All other contractual guidelines for Religious Leave shall stay in effect as stated in the Master Agreement.
3. This MOA continues the practice of granting religious leave to tutors and shall remain in effect unless changed in a successor agreement.

WHEREFORE, the Association and the District confirm this Agreement with their Signature on their Signature on the 30th day of January, 2012.

For the Association: Rhonda Johnson

For the District: Gene T. Harris

To: Tracey Johnson
From: Rhonda Rice
Date: September 18, 2015
Subject: MOU

Please find enclosed a signed copy of the Memorandum of Understanding between the district and CEA for the evaluation of tutors/part-time teachers.

Thank you!

Memorandum of Agreement Make Up of Excessive Calamity Days

The parties identified below agree that if it becomes necessary to make up calamity days beyond those provided under statute, such "make up" days will be added to the end of the current school calendar in June for school year schools, and to the end of the last quarter for year-round schools.

Signed by Rhonda Johnson for CEA and by Craig Bickley for the Board in February 2007.

Memorandum of Agreement

The President of CEA and the Superintendent will appoint committees made up of an equal number of teachers and administrators for the purposes outlined below. The size, specific responsibilities, and any timeline expectations of each committee will be determined by the President and the Superintendent and communicated to each committee.

- A. A professional leave committee will be formed to develop and administer a professional leave program for the members of the bargaining unit. The Board will provide up to \$100,000 per year for FY 1987, 1988 and 1989. The purpose of this leave program is to improve the professional performance of teachers. The funds provided shall be used to support activities directed toward this purpose. As an example, the funds may be used to pay for registration at a conference, related out-of-town travel expenses and the cost of classroom substitute teachers but shall not be used to pay the teacher for attending a conference.
- B. A committee will be formed to conduct a study and a pilot program designed to assess the desirability and feasibility of utilizing the supplemental contract approach to elementary school lunchroom supervision.

- C. A committee will be formed to study the feasibility and desirability of providing tape recorded, telephone answering service for the use of teachers in reporting their expected absence from work.
-

Memorandum of Agreement

Joint Committee on Evaluation

By September 15, 2003, the parties will create a joint committee to review and revise the evaluation procedures and forms by May 15, 2004, for implementation in the 2004–05 school year.

PAR Panel

The PAR panel will develop procedures for building principals to make interim reports to the PAR panel.

Memorandum of Understanding

Joint Committee on Sick Leave Bank

The catastrophic illness/injury joint committee under Section 701.07(B), by December 2004, will study and consider a sick leave bank.

Memorandum of Understanding

Joint CCS/CEA Teacher Evaluation Committee

Change the current evaluation process to implement the recommendations of the Joint CCS/CEA Teacher Evaluation Committee. The implementation must occur the following school year (2010–2011). No other evaluating tools will be used in the evaluation of the teacher.

Memorandum of Understanding

District Forms

A joint committee consisting of two (2) persons appointed by the President of the Association and two (2) persons appointed by the Superintendent shall take responsibility for making District forms available online, starting with Human Resources forms. The committee shall take into account all security and privacy provisions as required by HIPAA and other federal laws.

Memorandum of Understanding

Professional Learning Community

This letter is to affirm the agreement of the Columbus Superintendent and the Association President made at the Panasonic LAP Institute in April of 2005. Upon the ratification of the 2005 Collective Bargaining Agreement, the Superintendent and the Association President will serve as leaders of the Professional Learning Community of the Columbus City Schools.

Memorandum of Understanding

Discussions within the bargaining process during August, 1983, provided the following clarifications of the Board/CEA Agreement of September 1, 1983:

- A. The Agreement does not provide just cause protection for a teacher who is nonrenewed in accordance with the procedures provided in Section 401.03.
- B. With regard to the interpretation of Article 101, a cadet princi-

pal, released full time from a regular classroom teaching assignment, is not a member of the bargaining unit.

- C. Section 204.04 provides that full-time hourly-rated teachers and those members of the bargaining unit not assigned to a regular school staff shall have a regular work day not to exceed eight (8) hours. This language is interpreted to mean that full-time hourly-rated teachers do not have a lunch period included in such eight (8) hours. Teachers not assigned to a regular school staff have a lunch period included in such eight (8) hours so that such teachers' actual required work day shall not exceed seven and one-half (7 1/2) hours.
 - D. The change in Section 901.03 permits the combining of two (2) half-time years for one (1) year of salary experience credit, provided the years being combined occur after July 1, 1983. Such years may be combined even if they are separated by a leave, a break in service, or by a year of full-time service. Previously, the two years being combined had to be consecutive years of service.
-

Memorandum of Agreement

In connection with the settlement of a new Agreement between the Board of Education and the Columbus Education Association effective August 25, 1986, certain table agreements and commitments were made. They are as follows:

- A. The objection filed with the State Employment Relations Board on behalf of the Columbus Board of Education with regard to the inclusion of tutors in the CEA bargaining unit will be withdrawn and no further objections, in any form, will be filed on behalf of the Board of Education. Should SERB, at a future date, include tutors in the current teacher bargaining unit, the Board and CEA agree that bargaining after such inclusion between the Board and CEA will establish whatever contractual provisions are applicable to tutors and that none of the provisions of the August 25, 1986, Board/CEA Agreement will automatically apply to tutors.
 - B. The six full-time hourly professional employees currently teaching at the North Education Center in the daytime high school program will be offered regular teaching contracts for the 1986-87 school year. The board will not establish new full-time hourly positions in this program. The parties recognize that the work year for teachers in this program will be somewhat different from the regularly adopted school calendar. The total number of work days will not exceed the number in the adopted calendar.
-

Memorandum of Agreement

Additional Teacher Inservice Days

The Reform Panel will consider and may recommend the possible addition of one or more teacher inservice days to the 1993-94 and 1994-95 school calendars.

Parent Conference Days

High school/career center parent conference days will be piloted during the 1992-93 school year. The usefulness of this program will be monitored by the Reform Panel who will make recommendations for continuation or discontinuation of the program in future school years to the Superintendent. Additionally, the

Reform Panel will monitor the placement of the second parent conference day on President's Day to make recommendations for the future placement of parent conference days to coincide with state holidays.

Student Transfers

Except for unusual circumstances, no student will be given a change in building assignment for disciplinary and/or adjustment reasons more than once during a school year. Assignment to the I-PASS Center and approved parental/guardian transfer requests are excluded from this provision.

Elementary Interim Reports and Grade Cards

The completion date for handwritten elementary grade cards or interim reports to parents shall be no sooner than three (3) school days prior to distribution.

Alternative Schools

In the event the Board adopts a substantially different student assignment plan, alternative school programs may be relocated, restructured, expanded, and/or eliminated as required by the Board adopted plan.

Evaluation Forms and Syllabus

A joint CEA/Board Committee will be formed to recommend changes in the current teacher evaluation form and accompanying Syllabus.

Elementary Art, Vocal Music and Physical Education Programs

The Reform Panel will continue to study art, music, and physical education staffing patterns in elementary alternative schools and make recommendations regarding the equability of services in all elementary schools within the current staffing allocation.

Job Postings

To improve communications with teachers regarding teacher vacancies, the parties will mutually develop a process to facilitate the posting of jobs which are required to be posted during the school year and in the summer. This process will not interfere with the regular May 20 posting of vacancies and will not require the posting of jobs that have not been posted in the past.

Community Education

A school/community task force shall be formed, by mutual agreement of the parties, to review the current Community Education Program and to make recommendations to the Reform Panel concerning the future direction of the Community Education Program.

Bargaining Unit Seniority

Administrators returning to the teachers' bargaining unit shall have their bargaining unit seniority determined by the length of service as a member of the bargaining unit from their most recent date of employment by the Board.

Cafeteria Premium Payment Plan

As soon as the Board determines it is feasible and practicable they shall expand the Cafeteria Premium Payment Plan as defined in Article 813 of the June 3, 1992, CEA/Board Agreement to other allowable flexible spending accounts in accordance with Internal Revenue Code Section 125. In the event a third party administrator is required to administer an expanded Cafeteria Premium Payment Plan, such third party shall be mutually selected.

Payroll Deductions for Tutors

In the event there are insufficient funds in a tutor's paycheck for the full monthly premium for medical and/or dental insurance as provided in Section 1008.01 of the Board/ CEA Agreement of June 3, 1992, it shall be the tutor's responsibility to submit the required amount to the Board's Treasurer by the first of each month of coverage.

This Memorandum of Agreement entered into in connection with the settlement of a complete Agreement between the Columbus Education Association and the Columbus Board of Education effective June 27, 1992.

Memorandum of Agreement

This Memorandum of Agreement is entered into in connection with the settlement of a complete Agreement between the Columbus Education Association and the Columbus Board of Education effective June 27, 1994.

Innovative Programs

The parties reaffirm their support for innovative programs developed cooperatively by individual school staffs. The Reform Panel will continue to assist schools in removing barriers to school reform through careful consideration of variances from state law, board policy, contract provisions, and administrative practice.

Teacher Inservice

A joint CEA/Board committee will be formed to examine teacher inservice needs and recommend strategies to meet those needs. This examination will include a review of the effectiveness of inservice opportunities currently provided through early release, substitute teacher coverage, and voluntary paid and unpaid evening and summer programs. Recommended strategies may include the addition of one or more teacher inservice days to the school calendar and inservices outside the teacher workday that teachers are required to attend.

Notification of Eligibility of Continuing Contract

The current Notification of Eligibility for Continuing Contract form will be modified to reflect a March 1 application deadline.

Adjustment to Comprehensive Major Medical Insurance Program

The Board will adjust the Comprehensive Major Medical Insurance Program to include coverage for one (1) routine mammogram per year at the usual, customary and reasonable charge. The next revision of the Major Medical Program Benefits Handbook will reflect such change.

Distance Education

A joint CEA/Board committee will be formed to develop guidelines, review the system's practices, continuation, and/or expansion plans in the utilization of distance education through telecommunications and multimedia technology. Such recommendations will reflect the parties continued recognition of the importance of personal interaction between student and teacher to the learning process.

Professional Behavior

A joint CEA/Board committee will mutually develop a more clearly defined progressive discipline process for teachers. This process may include a variety of options. Any additional disciplinary option shall meet the test of just cause and shall not be arbitrarily or capriciously applied.

Letter of Agreement

Implementation of CEA Contract Sections 208.11 and 401.02

This letter is created to memorialize the agreement of the Columbus Board of Education and the Columbus Education Association about implementation of an alternative educational program for chronically disruptive students and a revised evaluation process for teachers. Neither party nor their members, employees or agents may file an unfair labor practice charge, grievance, or complaint of any kind based on an alleged failure to implement an alternative education program under Section 208.11 or a revised evaluation process under Section 401.02. The parties agree that both efforts are integral to improvement of Columbus City Schools. The CEA President and the Superintendent agree to fully support these efforts through the timely appointment and providing of resources to committees working on these tasks.

Letter of Agreement

May 22, 2009

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

Re: Negotiations Discussions

Dear Mr. Logan:

This letter memorializes the discussion between the representatives of the CEA and the Columbus Board of Education in this year's negotiations regarding certain issues.

1. The parties will establish a joint committee to study and, if deemed appropriate by a consensus of the committee, make recommendations to the Superintendent and the President of the Association with respect to student discipline in middle schools. The Superintendent/ designee will modify the assignment of the dean of students in middle schools where deemed appropriate to in-school discipline duties.
2. The parties agree to refer the following two issues to their Labor-Management Committee: the class load for related services staff; and the impact of the State's biennial budget for 2009– 10 and 2010–11 after enactment.
3. The District plans to increase reading tutoring in the primary grades and guidance counselor services in K–8 schools.
4. The District's Human Resources office is committed to using its best efforts to cover class time during professional development for teachers and will consider reinstating employment of "super-substitutes."
5. With respect to the quarterly diagnostic tests, the Association's representatives on the Testing and Assessment Committee may participate in the review of Requests for Proposals/Requests for Quotations submitted by testing or assessment providers.

Signed by Gregory B. Scott, Chief Negotiator,
Columbus City School District Board of Education

Part III

Association Building Council

Instructional Assistants

School Forms

Association Building Council

The Board/CEA Master Agreement, Article 202 establishes a five-member Association Building Council (ABC) for each school to be organized during the first month of the school year; two are elected, two are appointed by the principal and one is the Senior Faculty Representative.

The Role of Members of the Association Building Council

Members of the Association Building Council should assume the responsibility of verbalizing the function and concept of the Association Building Council bearing in mind:

1. Council members serve by consent only for a period of one year;
2. Council members have the opportunity to encourage teachers to present their problems or concerns;
3. Although the Council is advisory only, it is an excellent vehicle to promote staff ideas, for which a record is kept;
4. Council members should be knowledgeable of the areas of the Agreement which relate to the function of the Association Building Council;
5. The following articles are areas of the Agreement which speak to expectations of the Association Building Council. Council members should review each of them.

Article 202

Association Building Council (ABC)

202.01 Each school or CEA Association unit shall have an Association Building Council (ABC) to be organized during the first month of the school year, consisting of not less than five (5) teachers, which will meet with the principal and members of the staff at least once a month.

202.05 Each professional staff member shall have the right to have matters placed on the ABC agenda and shall have the right to speak to the ABC on an item which the staff member has initiated unless a majority of the ABC shall vote to limit the discussion. The ABC's meetings shall be open to all teachers in the building, except that a majority of the ABC may declare executive session.

Article 204

Length of School Day

204.05 In schools that vary their schedules from the normal teacher work day of 8:15 a.m. to 3:45 p.m. or from the normal student day of 8:45 a.m. to 3:30 p.m. in elementary schools and 8:30 a.m. to 3:30 p.m. in middle and high schools, teachers shall be provided lunch periods, conference periods, and other released-time periods stipulated by this Agreement for various assignments approximately equal in minutes per week to those periods provided teachers in schools on normal schedules. Nothing in this provision shall prohibit the Board from developing innovative programs and schedules in certain schools so long as the staff in such a school, by secret ballot, votes approval of such innovation, provided no teacher is required to work in excess of the provisions of Section 204.04 above and provided no teacher is required to work in excess of the teacher's regular contract year. Prior to any such secret ballot vote, the Association Building Council shall study the proposed innovative programs and schedules and shall make recommendations to the staff.

204.06

- A. The lunch schedule for each elementary school shall be developed (if possible) by agreement between the principal and the Association Building Council. Absent an agreement, the final determination shall be made by the principal.
- B. No teacher shall be deprived of at least a thirty (30) minute uninterrupted, duty-free lunch period.
- C. Notwithstanding Paragraph B above, the thirty (30) minute duty-free lunch period may be interrupted if the Administration determines that it is feasible, and an elementary school staff, by majority in a secret ballot vote, elect a forty-five (45) minute lunch period. Such forty-five (45) minute lunch period shall remain in effect for the remainder of the school year and shall continue the following school year unless the Administration determines such continuation is not feasible or the staff elects not to continue the forty-five (45) minute lunch period the following school year.

Article 205

Building Staff Meetings

205.02 In addition to the regular building-level staff/in-service meetings, the principal, in consultation with the Association Building Council, may schedule two (2) forty-five (45) minute building level staff meetings per month and/or extend one (1) required building level staff/in-service meeting per month a maximum of thirty (30) minutes beyond the limitations in 205.01 above for purposes of staff development. Attendance at such additional meetings or extension will be voluntary unless a majority of the staff has voted by secret ballot to require attendance at a particular meeting. In the case of such meeting, at which attendance is required, the Association Building Council shall assist the principal in developing the program and agenda.

Article 206

Teaching Environment and New Buildings

206.03 Teachers shall be permitted to have coffee-making devices and coffee and soft drink vending machines in the teachers' lounges as space permits. Teachers shall be permitted to have efficiency-type ranges, microwave ovens and refrigerators in teachers' lounges as space and the availability of utilities permit. All such devices and equipment shall be maintained by the faculty. Teachers shall not be required to perform the custodial duties in the staff lounge and shall not be required to prepare food, clean tables or perform other significant custodial chores in connection with the lunch programs. Teachers who use the staff lounge or use the appliances in the staff lounge may be required to share in the cleaning of the appliances, to keep their personal property cleaned and stored and to leave their eating area in a clean and orderly condition. The expenditure of any profits realized from the above-mentioned vending machines shall be in accordance with guidelines established by the principal in consultation with the Association Building Council where the development of such guidelines are requested by the Association Building Council.

206.07 Where an extension telephone for the use of the professional staff is not presently available in a school building, one shall be installed upon request of the Association Building Council. The

location of the extension telephone shall be determined by the principal. Such telephones may not be locked during the normal school day or teachers otherwise unreasonably inconvenienced in their use.

206.10 The expenditure of any profits received from fund-raising projects for a school's General Fund in which teachers were directly involved may be considered by the Association Building Council with appropriate recommendations to the principal.

Article 208

Classroom Atmosphere

208.03 The principal, in consultation with his/her Association Building Council, will establish procedures for the administration of all forms of discipline within the school. Such will include procedures related to suspension and recommendation for expulsion. Written building discipline plans shall be in place at the beginning of the school year. Failure of a principal to establish a building discipline plan by the first day of student attendance is grievable at Step 2 of the grievance procedure. In the event the principal is newly appointed, transferred or assigned, such failure must first be brought to the principal's attention in writing at least ten (10) calendar days before the grievance is filed in order for the principal to develop or finalize a building plan. Nothing in this paragraph shall be interpreted as a restriction on the right of the Board or Superintendent to establish future policy or guidelines related to disciplinary procedures, provided such right is exercised without specific violation of this Agreement or law.

Article 211

Assignments and Transfers

211.01 *Posting and Filling Vacancies*

- A. All known teacher vacancies for the following school year shall be posted by the first teacher workday in April. Vacancies to be identified shall be those vacancies after reorganization of the existing staff based on the anticipated needs of the following year. Such postings shall describe the vacant position, including special factors. Examples of such factors are: special knowledge, skills or training, and extra duties. The posting shall include the deadline and directions for making application. They shall be posted in each school during the school year, and in each high school summer school center during the summer recess. Supplemental postings shall be made as needed.
- B. Teachers desiring to be considered for such vacancies shall apply by the timely submitting of a cover letter, copy of current certification for the position, and resume. Such application(s) shall be made to the appropriate administrator describing relevant information about their qualifications for the known vacancy for which they wish to interview. Applicants who are not yet certified/licensed in Ohio shall provide written information about their intended certification.
- C. Teachers whose applications are to be submitted to the Human Resources Department, will be notified by the Human Resources Department, of the receipt of their applications.
- D. Vacancies will be filled utilizing the interview/selection process. The interview/selection panel in a building will consist of the principal, the Senior Faculty Representative, one elect-

ed member of the Association Building Council, and two parents/members of the school community, or an alternative panel as agreed at the building between the principal and Association. The administrator shall determine which applicant is selected for the position. If the administrator's selection does not follow the panel's recommendation, the administrator shall send written notice of the selection to members of the interview panel and to the Association President. The interview/selection panel can utilize subcommittees or delegate any of its responsibilities.

1. Only persons who have completed the joint program training on Article 211 and interviewing may participate on an interview/selection panel. Such training shall remain valid until the parties jointly make significant changes in the Article 211 process.
 2. A majority of the interview/selection panel of a building must participate in the interview/selection process. Members of the panel must make themselves reasonably available to participate in the process.
 3. The two most senior applicants qualified by certification/licensure for the posted position shall be interviewed. The panel may rely on the seniority dates specified on the applications from applicants.
- E. In the case of assignments to multiple buildings and/or city-wide programs, a similarly constituted interview/selection panel shall be created. A position involving multiple building assignments shall not be treated as a vacancy because of a change in building assignment(s) unless over one-half of the total assignment is changed.
- F. An applicant who accepts an offer to fill a vacancy must complete and sign a selection agreement form.
- G. An applicant who accepts an offer to fill a vacancy is committed to the building or program assignment for three (3) years unless released.
- H. A joint committee, co-chaired by the Executive Director for Human Resources and the President of CEA or their designees, shall be appointed to improve the efficiency of and streamline the procedures for the selection process described in 211.01 (D). The joint committee shall implement any procedural changes on which agreement is reached by December 2004.
- I. *Complaint Review Procedure*
1. If a teacher, CEA or the Administration has a complaint about how the procedures of Sections 211.01 are carried out, the person or entity must file a written complaint within ten (10) calendar days of the occurrence. The complaint must be served promptly on the Administration (Labor Relations) and on CEA and must set forth a specific description of the complaint and the facts surrounding the process to which the complaint is addressed. Complaints must relate directly to an alleged violation of the process contained in Section 211.01, not to the merits of the staff member selected. The complaining person shall have the burden of proving a violation(s).
 2. A representative of the CEA and of Labor Relations shall meet promptly, review the complaint and decide whether the complaint moves to a neutral conciliator.

3. Within thirty (30) calendar days of such decision, a hearing will be held before a neutral conciliator agreed upon by the CEA and Board. The conciliator will hold an informal hearing at which the CEA and the Administration may introduce evidence and documents, cross-examine witnesses and make arguments. Based on what the conciliator has heard and seen at the hearing, the conciliator will issue a decision within ten (10) calendar days. The conciliator will determine whether there has been a violation of Section 211.01 and what the remedy will be. The cost of the conciliator will be borne equally by the CEA and the Board. The conciliator's decision will have the force and effect of a final and binding arbitration award. No grievance alleging a violation of Section 211.01 may be filed, separate from this Complaint Review Procedure.
4. If a final selection of a candidate to fill the vacancy in question has been made, the conciliator has no authority to change or overturn the selection.

Article 301

Class Size

301.03 The Association Building Council shall study and make recommendations to the principal in each middle and high school concerning the number of pupil stations in nonacademic classrooms.

Article 302

Teacher Class Load

302.05 Following spring break and before the last teacher work day of the year, each elementary school staff shall conduct a written ballot to determine whether there shall be one (1) or two (2) fifteen- (15) minute recesses per day for the following school year. Recess takes place mid-morning or mid-afternoon, not adjacent to the beginning, lunchtime, or end of the school day, unless the school selects to do so through the process of this paragraph. The results of such ballot shall be posted on the school's bulletin board. In the event of a tie, the issue shall be decided by the principal. That status quo shall remain in effect in future years unless the ABC or the principal calls for reconsideration. Reconsideration can only be called for once per school year for the following school year, and if so called, then a written ballot will be conducted as described above.

Article 303

Ability Grouping

The Association Building Council in elementary schools shall discuss the matter of ability grouping and make appropriate recommendations to the principal.

Article 305

Special Education

305.03 The Association Building Councils at Columbus Scioto and Beatty Park schools shall develop and recommend to the principal a training program for their school instructional assistants.

Article 501

Annual Evaluation

The Association, through the Association Building Councils, shall

have the right to make an evaluation of each school as to the professional environment, democratic procedures, teacher involvement and co-curricular programs in the school. This evaluation will be set forth on a form developed by the parties and administered during the month of February. The results of the survey will be submitted to the principal and school staff, the Superintendent and the Association office no later than April of each year. Handwritten comments solicited as a part of this evaluation will be typewritten before such comments are returned to the building. Reasonable safeguards will be taken to assure anonymity of the evaluators. During the 1997–1998 school year, a joint committee will review the current building survey and make recommendations, if any, to the parties.

Article 504

Teaching Aids

504.01 Notice of nominations of textbook selection committees shall be made system-wide. Nominees for textbook selection committees shall be elected by the teachers of the schools involved in the subject areas and grade levels affected. These elections shall be conducted at each school by the principal and the Association Building Council. Nominees for textbook committees may also be submitted by the Administration at the election of the Administration. Selection of the textbook committee members shall be made by a joint committee composed of an equal number of Board and Association members, except that the Administration shall have the right to designate one (1) member of each textbook committee.

Article 601

Instructional Assistants

601.02 In addition to the system-wide guidelines established by the Board, guidelines, written job descriptions and the assignment of instructional assistants to provide assistance to teachers, nurses, librarians and other school personnel will be established in each school building by the principal with the advice of the local Association Building Council.

601.05 The Association Building Council shall consider and recommend to the principal appropriate procedures for the participation of teachers in the interview and selection of instructional assistants.

Article 602

Volunteer Workers

In each school which uses volunteer workers, the principal, in consultation with the Association Building Council, may develop guidelines for such workers. The utilization of volunteer workers in a teacher's classroom shall be at the option of each teacher.

Article 604

School Nurses

604.02 An Association Building Council shall be established for the administrator of Nursing Services in the same manner and to function with the same responsibilities and constraints as are set forth for the Association Building Council in Article 202 of this Agreement.

Article 1503
Reform Panel

1503.05 Notwithstanding Section 202.02 of this Agreement, if there is a panel-authorized shared decision-making cabinet in a school, the Association Building Council shall continue to perform the duties and functions of the ABC as provided in this Agreement, except when any of those duties and functions are assumed by such cabinet and the ABC has been so advised by the cabinet. In such a school, the ABC shall be made up of the elected teacher members of the cabinet and the Senior Faculty Representative, who shall serve on both. The cabinet shall have no authority with regard to the PAR Program.

Values of Association Building Council

Building Councils will only be as good as their members make them. If the teachers in a given building assume that they have such a council, that it meets regularly and that it deals with matters of real concern and value to the teachers, they have an effective vehicle for democratic involvement in the decision-making process of their school. On the other hand, in a school where teachers rely on others to make the council work, they may find that they have a democratic council on paper only, or that they have no council at all. Any school that does not develop such a council will be in violation of board policy as well as the negotiated agreement.

Use of Instructional Assistants

Instructional assistants shall be employed for use in the Columbus City Schools under the following guidelines:

Guidelines

1. The function of an instructional assistant is to assist the teacher in the performance of the assigned duties. The term teacher is used as defined in Section 3319.09 of the Ohio Revised Code to mean any certificated professional staff employee.
2. The duties and work schedule for instructional assistants should be flexible and the hours employed consistent with the needs of the particular school.
3. Instructional assistants assigned to a teacher to assist in the supervision of children shall, when the teacher is not immediately present, maintain the degree of control and discipline which would be maintained by that teacher. However, an educational aide may not render corporal punishment.
4. The activity of an instructional assistant shall at all times be under the direction and supervision of the teacher to whom assigned. In the event an instructional assistant is assigned to assist more than one teacher, the assignment shall be clearly delineated and so arranged that the instructional assistant shall never be subject to simultaneous supervision or direction by more than one teacher.
5. Instructional assistants shall have all rights, benefits and legal protection available to other non-certificated employees and shall be members of the School Employees Retirement System. Instructional assistants shall be compensated according to a salary plan adopted annually by the Board.
6. No person who is, or who has been employed as an instructional assistant shall divulge, except to the teacher to whom assigned, or the administrator of the school in the absence of the teacher to whom assigned, or when required to testify in a court of proceeding, any personal information concerning any pupil in the school district which was obtained or obtainable by the instructional assistant while so employed. Violation of this provision is grounds for disciplinary action or dismissal, or both.
7. A continuing evaluation procedure will be used to insure that both the professional and the aide are having needs met and description fulfilled.
8. Total responsibility for the employment, assignment, and/or the release from duty of instructional assistants shall rest with the local school administrator.
9. The responsibility for the allocation of instructional assistants shall rest with the Division of Administration.
10. The responsibility for the processing of records and personal data of the instructional assistant shall rest with the Division of Administration.
11. The responsibility for the processing of certification for the instructional assistant shall rest with the Division of Human Resources.
12. Following the determination of the assignment and general job description of an instructional assistant and subject to supervision by the teacher's immediate administrative office, a teacher to whom an instructional assistant is assigned shall make all final determinations of the duties to be assigned to such aide.

Job Description

1. The function of the instructional assistant is to assist teachers in instructional activities and non-instructional duties.
2. The instructional assistant shall work under the supervision of the building principal and under the direction of the classroom teacher or librarian to whom assigned.
3. The duties of an instructional assistant need not be performed in the physical presence of the teacher to whom assigned, but the activity of an instructional assistant shall at times be under the direction of the teacher to whom assigned.

Qualifications

1. Proper qualifications and formal education to perform the tasks assigned.
2. The ability to exercise patience and relate well to all children.
3. A sincere interest in and respect for all people.
4. Emotional and social stability.
5. Adequate language competency.
6. Good physical and mental health. Assistants should meet the same health requirements as applied to other school employees.
7. High moral integrity.
8. Show promise of being able to profit from inservice training and be willing to participate in such training.
9. A disposition toward accepting the kinds of work most needed.

Inservice Training

To accommodate the successful employment of instructional assistants, inservice training will be given in the following areas:

- A. System-wide orientation
 1. Responsibilities
 2. Benefits
 3. Legal considerations
 4. Relationships with staff members, pupils and the public.
 5. Elements of child and adolescent psychology.
 6. Methods of control and supervision.
 7. Theories of learning.
- B. School-wide orientation
 1. Use of the playground and playground equipment, and rules for playground games.
 2. Directions for entering and exiting the building.
 3. First-aid, caring for sick children, and helping with emergencies.
 4. Telephone procedures in order to insure good public relations.
 5. Information as to the location of all equipment and supplies.
 6. The operation of all audio-visual equipment, the kiln, and all office machines.

Role of Instructional Assistants

To clarify the role of instructional assistants, five major categories have been listed as ways a classroom teacher will use Assistants' services. Examples of services are listed under each category. Teachers and principals will think of other services which may be included under each category. The fifth category states special areas where the aide has no responsibility.

A. Assist with Instructional Activities

To strengthen and reinforce skills already taught. (The original teaching is the responsibility of the classroom teacher.)

1. Assisting children in locating research material and in the selection of library books.
 2. Administering the library or the Instructional Materials Center.
 3. Giving special attention and help to a restless, upset or unmotivated child.
 4. Assisting with drill or practice work.
 5. Supervising small independent work or study groups.
 6. Assisting the teacher in special demonstrations in such areas as science or art.
 7. Assisting with games and physical education activities.
 8. Helping the teacher supervise students on field trips.
 9. Assisting teachers in administering standardized or teacher-made tests.
 10. Helping pupils prepare for an assembly program.
 11. Helping at snack time in the kindergarten.
 12. Assisting kindergarten and primary age children with clothing.
 13. Helping children with the care of plants and classroom pets.
 14. Assisting in the organization of games on the playground before school begins, at recess, and at lunch.
- B. Assist with Instructional-Related Activities
1. Preparing instructional materials—charts, graphs, transparencies, flash cards and games.
 2. Preparing tapes of reading assignments for less-able children.
 3. Helping to arrange interesting and inviting corners for learning: science, math, recreational reading.
 4. Helping to set up special exhibits as science or social studies fairs.
 5. Helping to prepare and organize materials for art activities and to care for paint, paste and clay and other art materials.
 6. Helping load and unload the kiln.
 7. Providing accompaniment for music classes or singing with children.
 8. Keeping bulletin board and showcase displays current and neat.
 9. Securing, setting up and operating audio-visual equipment.
 10. Correcting standardized and objective tests.
 11. Assisting and checking pupils' independent work.
 12. Putting written work on the blackboard.
- C. Assist with Routine Building Activities
1. Keeping attendance and homework records.
 2. Assisting teachers with housekeeping duties and keeping store-rooms tidy.
 3. Assisting teachers in case of an accident or illness of a child.
 4. Escorting children to and from various places in the building—assembly seating, picture taking, visits to nurse.
 5. Assisting at doors and walkways at dismissal to prevent loitering and pupil contention.
 6. Supervising lunchrooms, halls playgrounds, study halls, restrooms, and the loading and unloading of school buses with the understanding that an Assistant shall at all times be under the direction of a teacher.
 7. Helping in classrooms or special rooms during indoor recess.
 8. Supervising playground clean-up and checking equipment for safety.
 9. Assisting the teacher-supervisor of the School Patrol.
 10. Helping with inventories of textbooks, physical education equipment, audio-visual equipment and educational materials.
 11. Organizing and operating lost and found departments.

12. Acting as hostess to pre-school parents during health appraisals.
 13. Helping with extra-curricular activities as student council, parties, or hobby groups.
- D. Assist with Clerical Duties
1. Building up and filing resource materials for various teaching units.
 2. Keeping and maintaining a folder of representative work on each child.
 3. Setting up and maintaining seating charts.
 4. Sending for free and inexpensive classroom material.
 5. Keeping records of books children have read.
 6. Collecting monies - lunch and milk money, PTA dues, pictures, classroom books, yearbooks, and magazines.
 7. Assembling and distributing materials.
 8. Operating the ditto, mimeograph and copy machines.
 9. Recording names, addresses on absence cards, records, tests sheets, and grade cards.
 10. Proofreading materials.
 11. Typing ditto masters and stencils.
 12. Checking and posting attendance.
- E. Responsibilities the Instructional assistant Shall Not Perform
1. Making and maintaining the office records.
 2. Making the monthly report.
 3. Teaching a skill or concept.
 4. Working on cumulative records, test profiles and registers.
 5. Substituting for absent certificated employees.
- Effective: 9/1/70

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Absence Certification Form



Columbus City Schools REPORT OF EMPLOYEE ABSENCE

RETURN COMPLETED & SIGNED FORM TO YOUR PRINCIPAL OR IMMEDIATE SUPERVISOR WITHIN 3 DAYS FROM THE LAST DAY OF ABSENCE. CONTACT SUPERVISOR IN CASES OF EXTENDED LEAVE.

FIRST DATE OF ABSENCE **LAST DATE OF ABSENCE**

Time:

Time:

Certified/Administrator Number of Days: Record in quarter-day increments.
 Classified/Classified Supervisor Number of Hours: Record in quarter-hour increments.

Assigned Building(s) a.m.: p.m.:
 Example: If a teacher is assigned to different buildings on the day of absence, separate forms must be completed for each location.

Dual Position Titles a.m.: p.m.:
 Example: An instructional assistant (IA) working at two different buildings or working as an IA in the a.m. and a secretary in the p.m. must complete separate forms at each location.

REASON FOR ABSENCE

Sick Leave

- To comply with federal regulations, medical documentation should be attached by employee after supervisor's signature.
- Medical documentation for personal illness and family illness in accordance with the bargaining unit contract is to be sent to Human Resources.
- Personal Illness (See bargaining unit contract for timeframes when medical documentation is required.)
- Family Illness Relationship:
 (See bargaining unit contract for definition and when medical documentation is required.)
- Family & Medical Leave Act (FMLA) Initial application requires approval from Human Resources.
- Death in Family Relationship:
 (See bargaining unit contract for definition.)
- Work-related Injury Submit an accident report to the Benefits Office within two business days of injury.

Workers Compensation Claim No. (if available):

Personal Leave
 The following do not constitute valid reasons for the use of personal leave: (1) Gainful employment, or (2) Any activity in connection with a strike, "study day," "professional holiday," or any other work stoppage, or any concerted action related to such

Vacation
 Other (Requires pre-approval from Human Resources.)
 Jury Duty Assoc./Union Leave Professional Leave SL Donation LWOP
 Military Staff Development Religious

SIGNATURES

To facilitate timely reporting, an employee signature is not necessary on the copy forwarded to Payroll in cases of extended leave.

Supervisor: **Date:**
Building: **Phone:**
Employee: **Date:**
Building: **Phone:**

Employee is on extended leave and is not available for signature
 COPIES PAYROLL OFFICE HUMAN RESOURCE (IF MEDICAL DOCUMENTS ATTACHED) SCHOOL DEPARTMENT EMPLOYEE

Notification of Eligibility for Continuing Contract



COLUMBUS
CITY SCHOOLS

COLUMBUS CITY SCHOOLS HUMAN RESOURCES NOTIFICATION OF ELIGIBILITY FOR CONTINUING CONTRACT

Name: _____

Date: _____

School: _____

Employee Number _____

In accordance with CEA Contract Article 401.16, to be eligible to receive a continuing contract, you MUST have the following:

CERTIFICATION

- A five-year professional license or a permanent certificate shall be on file in Human Resources. The certificate/license should be received in Human Resources on or before **March 1, 2019**.

EXPERIENCE

- At the conclusion of this school year, you must have completed three years of successful Columbus teaching experience within the last five years OR if you previously had a continuing contract in Columbus or another Ohio district, you must have completed two successful years of Columbus experience.

UNDER THE NEW LICENSING STANDARDS YOU MUST ALSO MEET THE FOLLOWING COURSEWORK REQUIREMENT

- If you hold a master's degree at the time of initially receiving a teacher's certificate/license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license is required.
- If you do not hold a master's degree at the time of initially receiving a teacher's certificate/license, thirty (30) semester hours of 300 level coursework or above in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license is required.

If you believe that you will be completing the requirements making you eligible for a continuing teacher contract for the 2019-20 school year, you must return this notification with original official transcripts (showing requisite coursework has been met), to Human Resources, 270 E. State Street, by March 1, 2019. If you have questions on eligibility requirements, please contact Teacher Certification/ Licensure at 614-365-5658.

The section below will be returned to you upon receipt of this notification.

FOR HUMAN RESOURCES USE ONLY

Continuing Contract Notification Received From: _____

Date: _____

Location: _____ Received by: _____

Teacher's Continuing Contract

**BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT
COLUMBUS, OHIO
TEACHER'S CONTINUING CONTRACT**

Agreement between the Board of Education of the City School District of Columbus, Ohio, herein referred to as "Board" and sName_for_Contracts, herein referred to as "Teacher", pursuant to a Resolution duly adopted by the Board on April 17, 2018.

WHEREAS, the Superintendent of Schools has recommended the employment of the Teacher under a Continuing Contract and the Board has approved such recommendation;

NOW, THEREFORE, the parties to this Agreement for and in consideration of their mutual promises, do hereby agree as follows:

1. The Board hereby enters into a Continuing Contract with the Teacher for the 2018-2019 year and continuing until said contract is terminated or suspended as provided by law, and fixes the salary of the Teacher at the rate of sNew_Sal_523 (w/FTE for_increases FTE) per year, or a proportional part of this sum for such portion of the year served, in accordance with all relevant provisions of the Master Agreement including but not limited to the salary schedule set forth in the currently effective Master Agreement between the Board and the Columbus Education Association or as it may be amended during the duration of this contract. All payments of salary hereunder shall be made in accordance with one of the pay plans prescribed by the Board as selected by the Teacher.
2. The Teacher agrees to teach in the service of the Board for the aforesaid school year, consisting of 195 days as provided in the Master Agreement between the Board and the Columbus Education Association, and such succeeding school years consisting of the agreed number of days, during the continuation of this contract.
3. The appointment made hereby is subject to the right to transfer the Teacher from grade to grade, from school to school, and from one ranking to another, whenever the good of the service may require, subject to the above mentioned Master Agreement. The Teacher also agrees to be subject to and abide by all the rules and regulations of the Board now in effect and such rules and regulations as may be amended or adopted by the Board during the term of this contract, subject to the terms of the Master Agreement between the Board and the Columbus Education Association. The Teacher and the Board agree to abide by all applicable provisions of the Ohio Revised Code now in effect and such provisions as may be amended or enacted during the term of this contract.
5. This individual contract is made pursuant to and subject to all other terms and conditions of the above-mentioned Master Agreement.
6. The Teacher hereby states the following as material representations inducing the Board to enter into this contract and agrees to provide acceptable proof of the same prior to commencing service under this contract unless otherwise provided:
 - a.) is the holder of a valid Ohio teaching certificate
 - b.) has and will electronically maintain a W-4 and an IT-4 for income tax purposes and direct deposit banking.

BOARD OF EDUCATION OF THE CITY
SCHOOL DISTRICT, COLUMBUS, OHIO


Gary Baker, President


Stanley J. Baborek, Treasurer

Name_for_Contracts Date

Date Issued NOVEMBER 18, 2019

Full-Time Hourly Professional Employee's Limited Contract

BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT
COLUMBUS, OHIO
FULL-TIME HOURLY PROFESSIONAL EMPLOYEE'S LIMITED CONTRACT

Agreement between the Board of Education of the City School District of Columbus, Ohio, herein referred to as "Board" and "EMPLOYEE", herein referred to as "Employee", pursuant to a Resolution duly adopted by the Board on JUNE 6, 2017.


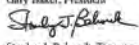
WHEREAS, the Superintendent of Schools has recommended the employment of the Employee for not to exceed one (1) year and the Board has approved such recommendation;

NOW THEREFORE, the parties to this agreement for and in consideration of their mutual promises, do hereby agree as follows:

1. The Board does hereby enter into a Limited Contract with the Employee for the period commencing JULY 1, 2017 and ending on JUNE 30, 2018, for the number of days established by the program work schedule, and fixes the hourly rate of pay of the Employee at \$-SALARY per hour. The salary will be paid in accordance with salary schedules adopted by the Board and in effect at the time service is performed and will be only for services actually performed.
2. 3. The appointment made hereby is subject to the right to reassign the Employee whenever the good of the service may require, subject to the terms of the Master Agreement between the Board of Education and the Columbus Education Association.
4. This individual contract is made pursuant to and subject to all other terms and conditions of the above mentioned Master Agreement.
5. The Employee agrees to serve the Board of Education of the City School District of Columbus, Ohio, for the aforesaid period, and further agrees to abide by the rules and regulations of the Board now in effect and such rules and regulations as may be amended or adopted during the term of this contract, subject to the terms of the Master Agreement.
6. Subject to the provisions of Sections 904.07 and 704.03 and Article 40) of the aforementioned Master Agreement, this contract shall be deemed renewed for a like term at the negotiated salary unless, on or before a date that is ninety (90) calendar days before the ending date of such contract, the Board gives the full-time hourly professional employee employed thereunder written notice of its intention not to renew same.
7. The Employee hereby states the following as material representations inducing the Board to enter into this contract and agrees to provide acceptable proof of same prior to commencing service under this contract unless otherwise provided:
 - (A) is the holder of a valid Ohio teaching certificate.
 - (B) is in a satisfactory state of health and is free from any communicable disease to the best of the teacher's knowledge.
 - (C) has provided the Board with an Ohio State Teacher's Retirement System Membership Record.
 - (D) has completed and delivered to the Board a Form W-4 for Income Tax purposes and Form IT-4 for Ohio Income Tax purposes.
 - (E) will file with the Board an official transcript of any additional work taken DURING THE PRECEDING SCHOOL YEAR, INCLUDING SUMMER SCHOOL, NOT LATER THAN SEPTEMBER 15 DURING THE TERM HEREOF.
 - (F) is not under contract to serve elsewhere during any portion of the term of this contract.

BOARD OF EDUCATION OF THE CITY
SCHOOL DISTRICT, COLUMBUS, OHIO

SIGNATURE Date


Gary Baker, President

Stanley J. Bahorek, Treasurer

Dated: NOVEMBER 18, 2019

PLEASE SIGN THIS COPY AND RETURN TO: PAYROLL OFFICE, BOARD OF EDUCATION,
270 E. STATE STREET, COLUMBUS, OHIO 43213
RETAIN A COPY FOR YOUR RECORDS.

PH

Instructional Support Substitute Teacher's Limited Contract

BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT
COLUMBUS, OHIO

INSTRUCTIONAL SUPPORT SUBSTITUTE TEACHER'S LIMITED CONTRACT

Agreement between the Board of Education of the City School District of Columbus, Ohio, herein referred to as the "Board" and "TEACHER_NAME" herein referred to as "Teacher", pursuant to a Resolution duly adopted by the Board on «BOARD_DATE».

WHEREAS, the Superintendent of Schools has recommended the employment of the Teacher for not to exceed one (1) year and the Board has approved such recommendation;

NOW THEREFORE, the parties to this agreement for and in consideration of their mutual promises, do hereby agree as follows:

1. The Board does hereby enter into a Limited Contract with the Teacher for the school year 2000-2001 consisting of 178 days as provided in the Master Agreement between the Board and the Columbus Education Association, and fixes the salary of the Teacher at the rate of \$136.69 per day in accordance with the salary schedule set forth in the aforementioned Master Agreement as it exists or as it may be amended during the duration of this contract. Payment shall be made in accordance with the pay plan prescribed by the Board.
2. Acceptance of appointment shall be made within 15 days days from the date of execution by the Treasurer. Failure to execute and return this agreement with the allotted time will be considered a declination.
3. This individual contract is made pursuant to and subject to all relevant terms and conditions of the above mentioned Master Agreement.
4. The Teacher agrees to teach in the service of the Board for the aforesaid school year, and further agrees to abide by the rules and regulations of the Board now in effect and such rules and regulations as may be amended or adopted during the term of this contract, subject to the terms of the Master Agreement between the Board and the Columbus Education Association. The Teacher and the Board agree to abide by all applicable provisions of the Ohio Revised Code now in effect and such provisions as may be amended or enacted during the term of this contract.
5. The Teacher hereby states the following as material representations inducing the Board to enter into this contract and agrees to provide acceptable proof of the same prior to commencing service under this contract unless otherwise provided:
 - (A) is the holder of a valid Ohio teaching certificate.
 - (B) is the holder of a B.S., B.S. including 150 semester hours or M.A. degree and has submitted a complete official transcript of teaching training credits to the Board.
 - (C) is in a satisfactory state of health and is free from any communicable disease to the teacher's knowledge.
 - (D) has provided the Board with an Ohio State Teacher's Retirement System Membership Record.
 - (E) has completed and delivered to the Board a Form W-4 for federal income tax purposes and Form IT-4 for Ohio income tax purposes.
 - (F) will file with the Board an official transcript of any additional work taken DURING THE PRECEDING SCHOOL YEAR, INCLUDING SUMMER SCHOOL, WITHIN 30 DAYS OF THIS AGREEMENT.
 - (G) is not under contract to serve elsewhere during any portion of the term of this contract



President

Treasurer

Date: «DATE_ISSUED»

Teacher

Date

Please sign this copy and return to: Payroll Office
Board of Education, 270 E. State Street, Columbus, Ohio 43215
Retain a copy for your records

Teacher's Limited Contract

BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT
COLUMBUS, OHIO

INSTRUCTIONAL SUPPORT SUBSTITUTE TEACHER'S LIMITED CONTRACT

Agreement between the Board of Education of the City School District of Columbus, Ohio, herein referred to as the "Board" and "TEACHER_NAME" herein referred to as "Teacher", pursuant to a Resolution duly adopted by the Board on «BOARD_DATE».

WHEREAS, the Superintendent of Schools has recommended the employment of the Teacher for not to exceed one (1) year and the Board has approved such recommendation;

NOW THEREFORE, the parties to this agreement for and in consideration of their mutual promises, do hereby agree as follows:

1. The Board does hereby enter into a Limited Contract with the Teacher for the school year 2000-2001 consisting of 178 days as provided in the Master Agreement between the Board and the Columbus Education Association, and fixes the salary of the Teacher at the rate of \$136.69 per day in accordance with the salary schedule set forth in the aforementioned Master Agreement as it exists or as it may be amended during the duration of this contract. Payment shall be made in accordance with the pay plan prescribed by the Board.
2. Acceptance of appointment shall be made within 15 days days from the date of execution by the Treasurer. Failure to execute and return this agreement with the allotted time will be considered a declination.
3. This individual contract is made pursuant to and subject to all relevant terms and conditions of the above mentioned Master Agreement.
4. The Teacher agrees to teach in the service of the Board for the aforesaid school year, and further agrees to abide by the rules and regulations of the Board now in effect and such rules and regulations as may be amended or adopted during the term of this contract, subject to the terms of the Master Agreement between the Board and the Columbus Education Association. The Teacher and the Board agree to abide by all applicable provisions of the Ohio Revised Code now in effect and such provisions as may be amended or enacted during the term of this contract.
5. The Teacher hereby states the following as material representations inducing the Board to enter into this contract and agrees to provide acceptable proof of the same prior to commencing service under this contract unless otherwise provided:
 - (A) is the holder of a valid Ohio teaching certificate.
 - (B) is the holder of a B.S., B.S. including 150 semester hours or M.A. degree and has submitted a complete official transcript of teaching training credits to the Board.
 - (C) is in a satisfactory state of health and is free from any communicable disease to the teacher's knowledge.
 - (D) has provided the Board with an Ohio State Teacher's Retirement System Membership Record.
 - (E) has completed and delivered to the Board a Form W-4 for federal income tax purposes and Form IT-4 for Ohio income tax purposes.
 - (F) will file with the Board an official transcript of any additional work taken DURING THE PRECEDING SCHOOL YEAR, INCLUDING SUMMER SCHOOL, WITHIN 30 DAYS OF THIS AGREEMENT.
 - (G) is not under contract to serve elsewhere during any portion of the term of this contract.

BOARD OF EDUCATION OF THE CITY
SCHOOL DISTRICT OF COLUMBUS, OHIO



President

Treasurer

Date: «DATE_ISSUED»

Teacher _____

Date _____

Please sign this copy and return to: Payroll Office
Board of Education, 270 E. State Street, Columbus, Ohio 43215
Retain a copy for your records

One-Year Latchkey Teacher Contract

BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT COLUMBUS, OHIO

ONE-YEAR LATCHKEY TEACHER CONTRACT

Agreement between the Board of Education of the City School District of Columbus, Ohio, herein referred to as "Board" and "EMPLOYEE" herein referred to as "Latchkey Teacher", pursuant to a Resolution duly adopted by the Board on JUNE 6, 2017.

WHEREAS, the Superintendent of Schools has recommended the employment of the Latchkey Teacher for the 2017-2018 school year and the Board has approved such recommendation;

NOW THEREFORE, the parties to this agreement for and in consideration of their mutual promises, do hereby agree as follows:

1. The Board does hereby enter into a One-Year Latchkey Teacher Contract with the Latchkey Teacher for the period commencing AUGUST 21, 2017, and ending on June 30, 2018 for the number of hours stated and assigned by an appropriate administrator, and fixes the hourly rate of pay of the Employee at \$31.45 per hour as provided in the Master Agreement between the Board and the Columbus Education Association.
2. The appointment made is subject to the right to transfer the Latchkey Teacher from school to school whenever the good of the service may require, subject to the terms of the above mentioned Master Agreement.
3. This individual contract is made pursuant to and subject to all relevant terms and conditions of the above mentioned Master Agreement.
4. The Latchkey Teacher agrees to provide services to the Board of Education of the City School District of Columbus, Ohio, for the aforesaid period, and further agrees to abide by the rules and regulations of the Board now in effect and such rules and regulations as may be amended or adopted during the term of this contract, subject to the terms of the Master Agreement.
5. This contract shall be deemed automatically renewed as of its expiration date and no action or notification by the Board shall be required in connection with such nonrenewal.
6. The Latchkey Teacher hereby states the following as material representations inducing the Board to enter into this contract and agrees to provide acceptable proof of same prior to commencing service under this contract unless otherwise provided:
 - (A) is the holder of a valid Ohio teaching certificate;
 - (B) is in a satisfactory state of health and is free from any communicable disease to the Latchkey Teacher's knowledge;
 - (C) has provided the Board with an Ohio State Teacher's Retirement System Membership Record;
 - (D) has completed and delivered to the Board a Form W-4 for federal income tax purposes and Form JT-4 for Ohio income tax purposes;
 - (E) is not under contract to serve elsewhere during any portion of the term of this contract.

BOARD OF EDUCATION OF THE CITY
SCHOOL DISTRICT, COLUMBUS, OHIO

EMPLOYEE: _____ Date: _____


Gary Baker, President


Stanley J. Bahorek, Treasurer

ISSUED: JUNE 7, 2017

PLEASE SIGN THIS COPY AND RETURN TO: PAYROLL OFFICE, BOARD OF EDUCATION,
270 E. STATE STREET, COLUMBUS, OHIO 43215
RETAIN A COPY FOR YOUR RECORDS

One-Year Tutor Contract

BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT COLUMBUS, OHIO

ONE-YEAR TUTOR CONTRACT

Agreement between the Board of Education of the City School District of Columbus, Ohio, herein referred to as "Board" and "NAME", hereinafter referred to as "Tutor", pursuant to a Resolution duly adopted by the Board on AUGUST 15, 2017.


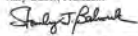
WHEREAS, the Superintendent of Schools has recommended the employment of the Tutor for the 2017-2018 school year and the Board has approved such recommendation;

NOW THEREFORE, the parties to this agreement for and in consideration of their mutual promises, do hereby agree as follows:

1. The Board does hereby enter into a One-Year Tutor Contract with the Tutor for the period commencing AUGUST 21, 2017 and ending on JUNE 30, 2018 for the number of hours (inserted and assigned by an appropriate administrator, and fixes the hourly rate of pay of the Employee at \$=SALARY= per hour as provided in the Master Agreement between the Board and the Columbus Education Association. The salary will be paid in accordance with salary schedules adopted by the Board and in effect at the time service is performed and will be only for services actually performed.
- 2.
3. The appointment made hereby is subject to the right to adjust the assigned hours of work and to reassign the Tutor whenever the good of the service may require, subject to the terms of the above mentioned Master Agreement.
4. This individual contract is made pursuant to and subject to all relevant terms and conditions of the above mentioned Master Agreement.
5. The Tutor agrees to provide services to the Board of Education of the City School District of Columbus, Ohio, for the aforesaid period, and further agrees to abide by the rules and regulations of the Board now in effect and such rules and regulations as may be amended or adopted during the term of this contract, subject to the terms of the Master Agreement.
6. This contract shall be deemed automatically non-renewed as of its expiration date and no action or notification by the Board shall be required in connection with such nonrenewal.
7. The Tutor hereby states the following as material representations inducing the Board to enter into this contract and agrees to provide acceptable proof of same prior to commencing service under this contract (unless otherwise provided):
 - (A) is the holder of a valid Ohio teaching certificate;
 - (B) is in a satisfactory state of health and is free from any communicable disease to the teacher's knowledge;
 - (C) has provided the Board with an Ohio State Teacher's Retirement System Membership Record;
 - (D) has completed and delivered to the Board a Form W-4 for federal income tax purposes and Form IT-4 for Ohio income tax purposes;
 - (E) will file with the Board an official transcript of any additional work taken during the preceding school year, including summer school, NOT LATER THAN SEPTEMBER 15 DURING THE TERM HEREOF;
 - (F) is not under contract to serve elsewhere during any portion of the term of this contract.

BOARD OF EDUCATION OF THE CITY
SCHOOL DISTRICT, COLUMBUS, OHIO

SIGNATURE Date


Gary Baker, President

Stanley J. Bahorek, Treasurer

Dated: SEPTEMBER 27, 2017

PLEASE RETURN THIS COPY AND RETURN TO: PAYROLL OFFICE, BOARD OF EDUCATION,
270 E. STATE STREET, COLUMBUS, OHIO 43215

RETAIN A COPY FOR YOUR RECORDS

Supplemental Contract (Single Year)

BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT
COLUMBUS, OHIO

SUPPLEMENTAL CONTRACT (Single Year)

This limited supplemental contract entered into by and between **<First Name> <Last Name>** hereinafter referred to as the "Employee" and the Board of Education of the City School District, Columbus, Ohio, hereinafter referred to as the "Board" witnesses:

In addition to Employee's regular duties, said Employee does hereby promise and agree to perform the duties of **<Job Class Long Description>** for and on behalf of said Board. Employee further agrees to abide by and maintain the policies and regulations adopted by this Board, subject to the Master Agreement between the Board and the Columbus Education Association. Such additional duties shall be performed by Employee during the period beginning on the first day of the **2019-2020** adopted school calendar and ending on the last day of the **2019-2020** adopted school calendar.

In consideration of these additional duties performed by said Employee, the Board promises and agrees to pay the Employee the sum of **<Annual Salary>**.

The salary will be paid in accordance with salary schedule adopted by the Board and in effect at the time service is performed and will be only for services actually performed.

This supplemental limited contract will terminate upon the termination of the Employee's regular contract.

This supplemental limited contract may be declared null and void by the Board in the event the school where the service was to be performed is closed. No advance notice of this declaration is necessary.

This contract is offered for a period of fifteen (15) days from the date below and failure to execute this contract within such time period will nullify the contract.

The person named herein must possess a valid Ohio Teaching Certificate.

If the position is for a "sport-type" activity, including all sports, marching band, drill team, and cheerleading, the following requirements must be met before the appointee may begin performing his/her duties and must be met for the entire duration of the season. In addition, the following must be issued on or before the first practice date of the sport/activity to be performed:

- Completion of an approved CPR class conducted by the American Red Cross, the American Heart Association, or similar entity.
- Completion of a Sports Medicine course, National Federation of High Schools (NFHS) First Aid for Coaches course or American Red Cross Sports Safety First Aid course.
- Completion of a Bloodborne Pathogen Exposure Training course conducted by a Columbus City Schools Nurse or Athletic Trainer. (Football, Soccer, Basketball and Wrestling Coaches only.)
- A Pupil Activity Permit (PAP) issued by the Ohio Department of Education or an application for a PAP must be sent to the Ohio Department of Education. A valid PAP must be received by the Department of Human Resources prior to any monetary compensation issued to the coach/advisor.
- Completion of a NFHS Fundamentals of Coaching course (not applicable if PAP issued prior to January 1, 2010).
- Completion of the annual Ohio Department of Health's Sudden Cardiac Arrest training.
- Possession of a valid Ohio Teaching Certificate.

The person named herein is not eligible to be paid prior to receipt of the above documents (relevant to the sport/activity to be performed) in the Department of Human Resources.

Violations will render this supplemental contract null and void and a break in any continuous service provision.

BOARD OF EDUCATION OF THE CITY
SCHOOL DISTRICT, COLUMBUS, OHIO

Signature of **<First Name> <Last Name>**

<Employee>
Employee ID Number

Date Signed

<Location Description>
Location and

RETURN SUPPLEMENTAL CONTRACT TO: HUMAN RESOURCES OFFICE, @ C.E.C. ROOM 102



President



Treasurer

First Name, Last Name

Supplemental Contract (Multiple Year)

BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT
COLUMBUS, OHIO

SUPPLEMENTAL CONTRACT (Multiple Year)

This limited supplemental contract entered into by and between «First Names «Last Name», hereinafter referred to as the "Employee" and the Board of Education of the City School District, Columbus, Ohio, hereinafter referred to as the "Board" witnesseth:

In addition to Employee's regular duties, said Employee does hereby promise and agree to perform the duties of «Job Class Long Description» for and on behalf of said Board. Employee further agrees to abide by and maintain the policies and regulations adopted by this Board, subject to the Master Agreement between the Board and the Columbus Education Association. Such additional duties shall be performed by Employee during the period beginning on the first day of the 2019-2020 adopted school calendar and ending on the last day of the 2019-2020 adopted school calendar.

In consideration of these additional duties performed by said Employee, the Board promises and agrees to pay the Employee the sum of \$«Annual Salary».

The salary will be paid in accordance with salary schedules adopted by the Board and in effect at the time service is performed and will be only for services actually performed.

This supplemental limited contract will terminate upon the termination of the Employee's regular contract.

This supplemental limited contract may be declared null and void by the Board in the event the school where the service was to be performed is closed. No advance notice of this declaration is necessary.

This contract is offered for a period of fifteen (15) days from the date below and failure to execute this contract within such time period will nullify the contract.

The person named herein must possess a valid Ohio Teaching Certificate.

If the position is for a "sport-type" activity, including all sports, marching band, drill team, and cheerleading, the following requirements must be met before the appointee may begin performing his/her duties and must be met for the entire duration of the season. In addition, the following must be issued on or before the first practice date of the sport/activity to be performed:

- Completion of an approved CPR class conducted by the American Red Cross, the American Heart Association, or similar entity.
- Completion of a Sports Medicine course, National Federation of High Schools (NFHS) First Aid for Coaches course or American Red Cross Sports Safety First Aid course.
- Completion of a Bloodborne Pathogen Exposure Training course conducted by a Columbus City Schools Nurse or Athletic Trainer. (Football, Soccer, Basketball and Wrestling Coaches only.)
- A Pupil Activity Permit (PAP) issued by the Ohio Department of Education or an application for a PAP must be sent to the Ohio Department of Education. A valid PAP must be received by the Department of Human Resources prior to any monetary compensation issued to the coach/advisor.
- Completion of a NFHS Fundamentals of Coaching course (not applicable if PAP issued prior to January 1, 2010).
- Completion of the annual Ohio Department of Health's Sudden Cardiac Arrest training.
- Possession of a valid Ohio Teaching Certificate.

The person named herein is not eligible to be paid prior to receipt of the above documents (relevant to the sport/activity to be performed) in the Department of Human Resources.

Violations will render this supplemental contract null and void and a break in any continuous service provision.

BOARD OF EDUCATION OF THE CITY
SCHOOL DISTRICT, COLUMBUS, OHIO

Signature of TAYLOR, SEAN D

Employee ID Number

Date Signed



President



Treasurer

«Location Description»
10/10/19 10:00 AM

DETAILS: 51620000 CONTRACTS CO. HUMAN RESOURCES OFFICE @ C.E.C. - ROOM 101

«Last Name» «First Name»

Office Referral Form

Columbus City Schools Office Referral Form



Student Name _____

Date _____ Time _____

Grade Level: Pre-K K 1 2 3 4 5 6 7 8 9 10 11 12

Referring Staff _____

School _____

Incident Location

- | | |
|--|--------------------------------------|
| <input type="checkbox"/> Auditorium | <input type="checkbox"/> Library |
| <input type="checkbox"/> Bus | <input type="checkbox"/> Office |
| <input type="checkbox"/> Cafeteria | <input type="checkbox"/> Parking Lot |
| <input type="checkbox"/> Classroom | <input type="checkbox"/> Playground |
| <input type="checkbox"/> Entrance/Exit | <input type="checkbox"/> Restroom |
| <input type="checkbox"/> Hallway | <input type="checkbox"/> _____ |

LEVEL I Behavior

- Disruptive Behavior
- Dress Code Violation
- Electronic Communication Devices
- Forgery/Fraud/False Identification
- Gambling
- Profanity
- Tobacco/Smoking
- Absenteeism
- Tardiness
- Truancy

LEVEL II Behavior

- Bullying/Harassment/Threats
- Cheating/Plagiarism
- Extortion
- Fighting
- Firearms Look-Alike
- Improper Operation of a Vehicle
- Insubordination
- Sexual Misconduct
- School Bus Disruption
- Theft
- Trespassing
- Unauthorized Use of the Internet
- Vandalism

LEVEL III Behavior

- Alcohol/Drug Possession/Use/Sale
- Arson
- Explosives
- False Alarms/Bomb Threats
- Firearms
- Physical Assault
- Serious Bodily Injury
- Sexual Offenses
- Volatile Act
- Weapons Other Than Firearms

Comments _____

Repeated Behavior Previous Corrective Measures: Office Referral Time-Out/PEAK Conference Parent Conference SAIL Referral/IAT
Other _____

Administrative Action

- | | |
|--|--|
| <input type="checkbox"/> Loss of Privilege | <input type="checkbox"/> PALS |
| <input type="checkbox"/> Time-Out/PEAK | <input type="checkbox"/> ISS In-School Suspension (____ days) |
| <input type="checkbox"/> Conference with Student | <input type="checkbox"/> OSS Out-of-School Suspension (____ days) |
| <input type="checkbox"/> Parent Contact | <input type="checkbox"/> SAIL Referral/IAT |
| <input type="checkbox"/> _____ | <input type="checkbox"/> Referral to Hearing Office |

Sch180 Rev. 3/25/11
Form #200308

Administrator

Date

Teacher/Staff

Date

Classroom Teacher's Copy

Behavioral Referral (Instructions)



1

Navigate to Campus Tools: There are two main modules in Infinite Campus called Campus Tools and Campus Instruction. You must be in the Campus Tools module to enter a Behavior Referral. Click on the drop down menu and select "Campus Tools" from the menu.



2

Open the Behavior Referral Module:
 Path: Index>Behavior>Behavior Referral
 Select **New** to enter a new referral.



3

Date and Time of Incident: Defaults to current date and time.

Context: Record the setting in which the incident occurred.

Location: A drop-down list providing a choice of locations.

Notify: Select one or more behavior managers.

Details: Narrative of the incident. Enter the narrative of the behavior without using student names. Names will be added on the Events and Participants in the next step. It is important that confidential information is not entered in the details field.

Add Event/Participant: Click Add Event/Participant to add the event and participant in Step 4. Once you click Add Event/Participant, your screen will look like this:



4

Enter Event Type & Participant(s):
 Select an **Event Type** from the List Provided

Note: If the behavior event selected was one of these event types:

- Level II-Fighting/Threats
- Level III-Volatile Act
- Level III-Physical Assault

AND

The event involved violence directed at another person, you will need to select who the violence was directed at in the "Violence Directed At" field.

Add Participants: Offenders, Participants, Witness or Victim

Add Details: pertaining to the student's participation in the incident.

Save Draft: This will return you to the Incident Details screen.



5

Review and Submit the incident:
 After you save the draft, you will be returned to the incident details screen:

Select the incident by clicking on the one you want to review.

Review information Be sure to review all information in the referral, as once it is submitted, the referral cannot be modified in the behavior referral tool. The behavior manager will then be in charge of reviewing and assigning any resolutions through the behavior management tool.

If you do need to make any changes, do it before you submit by clicking on the event.

Submit: Click on the "Submit" button when you are ready to submit. The behavior manager will not receive the referral until you submit the referral.



Behavioral Referral

The screenshot displays the 'Behavior Referral' form within the 'Intra Campus' application. The interface includes a top navigation bar with the user's name 'Katherine Mrva', the district 'District Edition', and the school '412006654/RIDGEMOUNT ST. JESUIT | 19-20 Wedgewood, MS'. A left sidebar lists navigation options such as 'Links', 'Student Information', 'Census', 'Behavior', 'Attendance', 'Scheduling', 'Grading & Standards', 'Program Admin', 'Ad Hoc Reporting', 'System Administration', 'Messenger', and 'Access Log'. The main content area features a 'Behavior Referral' header with 'Save Draft', 'Submit', 'Delete', and 'New' buttons. Below this is a form titled 'Incident Detail Information' with a note: 'This section displays information specific to the incident and will be shared on all participants behavior tab.' The form fields include: 'Alignment' (with a 'Discipline' dropdown), 'Date of Incident' (with a calendar icon), 'Time of Incident' (set to '10:39 AM'), 'Title' (with a 'Notify' dropdown), 'Context' (with a dropdown), 'Context Description', 'Location' (with a dropdown), 'Building #/Rm' (with a dropdown), 'Damage' (with a '\$' symbol), and 'Details'. A 'Participant Information' section at the bottom contains a note: 'This section will store event and participant information. Event Details will be shared across participants. Participant Details will only be displayed on this participant's behavior tab.' and two buttons: 'Add Event/Participant' and 'Add Behavior Response'. The URL 'https://campus.columbus.k12.oh.us/campus/main.jsf' and page number '1/1' are visible at the bottom.

Behavioral Detail Report

Behavior Detail Report

Name: [REDACTED] Grade: 07

19-20 [REDACTED] MS

Total Demerits/Points: 0

Alignment: Discipline
Date/Time: [REDACTED] Submitted: 09/11/2019 3:31 PM
Damages: 0.00 Submitted By: [REDACTED]
Location: Off campus: School bus
Location Description:
Context: On the way from school
Context Description:
Incident Details: [REDACTED]
Event 1: Level II - Bullying/Harassment Other
Role: Victim Demerits/Points: 0
Injury: No Injury
Injury Description:
Medical Service Provided: No
Participant Details: [REDACTED]
Harassment Details: Type: Other Description: [REDACTED]
Resolution 1: PBIS-Parent contact
Assign Date: [REDACTED]
Start Date: [REDACTED] Start Time: 3:37 PM
End Date: [REDACTED] End Time:
Behavior Admin Staff Name: [REDACTED]
Resolution Details: Parent Contact

Parent/Guardian Date

Student Date

Removal of Student from Curricular or Extra Curricular Activity Memorandum and Form

MEMORANDUM

TO: Building Principals
CEA Senior Faculty Representatives

FROM: Karen Balko, Negotiator, Columbus Board of Education
Rick Logan, Negotiator, Columbus Education Association

DATE: November 13, 1992

In the most recent round of contract negotiations Article 208.04 was modified. This article now reads as follows:

The removal of a student from a curricular or extra curricular activity by a teacher shall be processed according to the provisions set forth in Section 3313.66 of the Ohio Revised Code. A teacher removing a student according to this provision shall communicate such action on a mutually developed form.

Attached to this memorandum is the mutually developed form referenced in the above contract provision. The intention of the parties during the bargaining process was to bring order to the way this provision of the law is invoked by teachers and processed by administrators.

This process should be initiated only in circumstances where a teacher has repeatedly attempted to correct a student's behavior and feels that the presence of the student in the class or extra curricular activity poses a continuing danger to persons or property or an ongoing threat of disrupting the academic process. This form is not a substitute for the Corrective Measures Communication Form (SCH 190).

Please note the teacher's responsibility to attach documentation regarding prior attempts to correct student behavior when submitting reasons for removal to the principal.

Fifty of these forms are being sent to every building. They should be placed in a convenient place for teachers so that they may access one when necessary.

KB:jn
Attachment

Columbus Public Schools REMOVAL FROM A CURRICULAR OR AN EXTRACURRICULAR ACTIVITY

REMOVAL

The presence of the student indicated below poses a continuing danger to persons or property or an ongoing threat of disrupting the academic process.

Student Name _____
Class/Extracurricular Activity _____
Date _____ Time _____

As soon as practicable, I will submit the reasons for such removal and additional required documentation.

Teacher's Signature _____

REASONS FOR REMOVAL

(This portion of the form must be completed and submitted to the principal or his/her designee as soon as practicable.)

I removed this student from my class/supervised extracurricular activity because:

Attach all documentation that demonstrates your prior attempts to correct the student's behavior. This documentation must include, but is not limited to, classroom behavioral modification plans, parental conferences/phone calls/written communications, and copies of the Corrective Measure Communication Forms (School Form 190).

Date _____ Time _____ Teacher's Signature _____

HEARING

(This section is to be completed by the building principal or his/her designee. A hearing must be held within three (3) school days from the time the initial removal is ordered. The teacher is required to attend the hearing.)

Hearing Date _____ Time _____

Check one: Student will not be reinstated until after the hearing.

Student will be reinstated prior to the hearing (The teacher may request in writing reasons for this reinstatement)

Date _____ Principal or Designee's Signature _____

Submit copy at time of removal. Send an additional copy to the principal for routing after you have completed the Reasons for Removal section and attached supporting documentation. Keep a copy for your files.

Report to Principal of Parent Conference

Cat. No. 200358

COLUMBUS PUBLIC SCHOOLS
Report to Principal of Parent Conference



Student _____ H.R. _____ Teacher(s) _____

Grading Period 1 2 3 4 5 6 Date _____ Time _____

Location of Conference Home School Phone _____

Parent or Guardian Name(s) _____

Reason(s) for Conference: _____

Failing Grade in _____

Disciplinary Problem Other _____

Cooperation: Cooperative Uncooperative _____

Summary of Conference: (Optional) _____

Proposed Action: (Optional)

(Use other side if necessary)

19

Primary Grade Card Sample

COLUMBUS CITY SCHOOLS GRADE KG REPORT CARD 2019-2020

Page 1 of 2

Student: _____
 School: _____

ATTENDANCE				
Term	Q1	Q2	Q3	Q4
Date Present	0	0	0	0
Date Absent	0	0	0	0
Medical Days	0	0	0	0

Academic Performance Level for Elementary Schools	
Name	Score
Attendance	4
Mean Percentage	2
Proficiency Level at Start	2
Work Habits at Start	1
Teacher Self-Rate	1
Mathematical Fluency	1A
Mathematical Reasoning	1B

Academic Performance Level for Effort	
Name	Score
Attendance	4
Mean Percentage	2
Proficiency Level at Start	2
Work Habits at Start	1
Teacher Self-Rate	1
Mathematical Fluency	1A
Mathematical Reasoning	1B

Academic Performance Level for Work and Behavior	
Name	Score
Attendance	4
Mean Percentage	2
Proficiency Level at Start	2
Work Habits at Start	1
Teacher Self-Rate	1
Mathematical Fluency	1A
Mathematical Reasoning	1B

Academic Performance Level for Reading Level	
Name	Score
Attendance	4
Mean Percentage	2
Proficiency Level at Start	2
Work Habits at Start	1
Teacher Self-Rate	1
Mathematical Fluency	1A
Mathematical Reasoning	1B

READING				
Year	Q1	Q2	Q3	Q4
Functional Skills (reads, explains, shares, thinks, fluency)				
Key Ideas & Details (main, supporting, structure, style, point of view)				
Craft & Structure (text structures, elements, organization, point of view)				
Range of Knowledge & Skills (reading, comparing & contrasting, thinking skills)				

READING LEVEL				
Year	Q1	Q2	Q3	Q4
Current Reading Level				

WRITING				
Year	Q1	Q2	Q3	Q4
Strong Typing and Pencil Grip (write for other students)				
Production and Revision of Writing (ideas, details, edit, fluency)				
Research in Writing (research, knowledge, fluency)				
Writing Effect				

LANGUAGE ARTS				
Year	Q1	Q2	Q3	Q4
Uses correct grammar (punctuation and capitalization)				
Uses correct spelling (phonics, spelling and spelling when writing)				
Conventions (punctuation and capitalization)				
Language Arts Effect				

SPEAKING AND LISTENING				
Year	Q1	Q2	Q3	Q4
Compares and Contrasts (speaking)				

SPEAKING AND LISTENING				
Year	Q1	Q2	Q3	Q4
Information (fluency and clear speaking)				
Speaking and Listening Effect				

SCIENCE				
Year	Q1	Q2	Q3	Q4
Earth and Space Sciences				
Life Sciences				
Physical Sciences				
Science Inquiry and Application				
Science Effect				

SOCIAL STUDIES				
Year	Q1	Q2	Q3	Q4
History				
Government				
Geography				
Global Studies				
Social Studies Effect				

ARTS				
Year	Q1	Q2	Q3	Q4
Art Assessment				
Art Effect				

Parent/Guardian: _____

Grade KG Report Card 2019-2020

Page 2 of 2

UNDESIRABLE BEHAVIOR				
Year	Q1	Q2	Q3	Q4
General Behavior				
Classroom Behavior				
Health				
Health Assessment				
Health Effect				
Physical Education				
Physical Education Assessment				
Physical Education Effect				

ADDITIONAL CCA-APPROVED INSTRUCTION				
Year	Q1	Q2	Q3	Q4
World Language				
World Language Assessment				
World Language Effect				
World Language Instruction				
World Language Assessment				
World Language Effect				
World Language Instruction				
World Language Assessment				
World Language Effect				
World Language Instruction				
World Language Assessment				
World Language Effect				

COMMENTS				
Year	Q1	Q2	Q3	Q4
Student attendance is determined by the actual number of minutes missed, including tardy to school and early leaves, so you may see a fractional number for student absence/arrival days.				
Promotion to fourth grade is based on a benchmark score on the American Institutes for Research (AIR) Assessment in English Language Arts or a state approved alternative reading assessment.				
Placement for 2019 - 2020				
Year of placement (e.g., 2019)				
Teacher Signature				
Principal Signature				
Parent Signature				

COMMENTS				
Year	Q1	Q2	Q3	Q4
Report Card Comments				
Final Comments				

Intermediate Grade Card Sample

COLUMBUS CITY SCHOOLS GRADE 05 REPORT CARD 2019-2020 Page 1 of 2

Name: _____
 School: _____

ATTENDANCE				
Name	01	02	03	04
Days Present				
Days Absent				
tardy				
Excused				

Academic Performance Level for Elementary School	
Name	Score
Exceeds Expectations	4
Meets Expectations	3
Approaches Expectations	2
Needs Further Instruction	1
Not enough work to score	0
Not enough work to attempt	N/A
Not in school this year	0

Academic Performance Level for Effort	
Name	Score
Consistently Excellent	4
Usually Excellent	3
Satisfactory	2
Needs Improvement	1
No evidence of effort	0

Academic Performance Level for Work and Social Behavior	
Name	Score
Excellent	4
Satisfactory	3
Approaching Satisfactory	2
Unsatisfactory	1

Academic Performance Level for Reading Level	
Name	Score
All Grade Level	27
Below Grade Level	26
Below Grade Level	25

READING				
Year				
	01	02	03	04
Foundational Skills (phonics, syllables, prefixes, suffixes, fluency, fluency)				
Key Ideas & Details (text, media, informational/expository reading & text)				
Text 1 Comments				
Craft & Structure (text structure, subject matter, text features)				
Text 2 Comments				
Integration of Knowledge & Ideas (reading, content, & connections)				
Text 3 Comments				
Speaking and Listening				
Text 4 Comments				

LANGUAGE ARTS				
Year				
	01	02	03	04
Oral Communication (fluency and speaking)				
Text 1 Comments				
Writing (conventions, text features)				
Text 2 Comments				
Reading (comprehension, text features)				
Text 3 Comments				
Speaking and Listening (other)				
Text 4 Comments				

SPEAKING AND LISTENING				
Year				
	01	02	03	04
Oral Communication (Collaboration)				
Text 1 Comments				
Oral Communication (Knowledge and Understanding)				
Text 2 Comments				
Speaking and Listening (Other)				
Text 3 Comments				

MATHEMATICS				
Year				
	01	02	03	04
Number and Operations (Fractions)				
Text 1 Comments				
Number and Operations (Base Ten)				
Text 2 Comments				
Operations and Algebraic Thinking				
Text 3 Comments				
Geometry				
Text 4 Comments				
Measurement and Data				
Text 5 Comments				

Parent/Guardian of _____

Grade 05 Report Card 2019-2020 for Page 2 of 2

SCIENCE				
Year				
	01	02	03	04
Earth and Space Sciences				
Text 1 Comments				
Life Sciences				
Text 2 Comments				
Physical Sciences				
Text 3 Comments				
Scientific Inquiry and Application				
Text 4 Comments				
Science Effort				
Text 5 Comments				

SOCIAL STUDIES				
Year				
	01	02	03	04
History				
Civics and Government				
Geography				
Economics				
Social Studies Effort				

LANGUAGES ARTS				
Year				
	01	02	03	04
Oral Communication				
Text 1 Comments				
Writing				
Text 2 Comments				
Reading				
Text 3 Comments				
Speaking and Listening				
Text 4 Comments				

ADDITIONAL/EXTRAAPPROVED INSTRUCTION				
Year				
	01	02	03	04
WORLD LANGUAGE				
World Language Achievement				
World Language Effort				

WORK AND SOCIAL BEHAVIOR				
Year				
	01	02	03	04
Work and Social Behavior				
Work with others				
Completion/Responsibility				
Participation in class activities & discussions				
Attendance and Punctuality				
Responsibility and respect of others				

COMMENTS				
Year				
	01	02	03	04
Parent/Guardian Comments				
Text 1 Comments				

Student attendance is determined by the actual number of minutes missed, including tardy to school and early leaves, as just may use a teaching number for student absences beyond days.

Parent/Guardian Signature: _____
 Date: _____

Teacher Signature: _____
 Date: _____

Principal Signature: _____
 Date: _____

Grievance

Columbus Public Schools GRIEVANCE (Certificated Teaching Personnel)	
The Association on behalf of the affected bargaining unit members	
Grievant's Name	(Print name)
Statement of Grievance: See Attached	
Section of Agreement or Policy, Rule or Procedure claimed to have been violated: Including, but not limited to Articles	
Date, Time and Location of Occurrence: Ongoing since	
Relief Requested: See Attached	
STEP 1	Presented to Principal/Supervisor: _____ Date _____ Grievant's Signature _____
	Disposition: _____

Response Date: _____ Principal/Supervisor _____	
I hereby request that my grievance be forwarded to Step 2.	
STEP 2	Presented to Principal/Supervisor: _____ Date _____ Grievant's Signature _____
	Date received by Superintendent: _____
	Disposition: _____

Response Date: _____ Superintendent/Designee _____	
ARBITRATION	The Association requests that this grievance be submitted for arbitration.
	Association President/Designee Signature _____ Date Received by Superintendent: _____

Submittal Original
WHITE Printing Copy
CANARY Printing Copy
Black Printing Copy
COLORED Printing Copy

Intern Interim Summary Report (LSP)



INTERN INTERIM SUMMARY REPORT (LSP)

Intern: _____ Employee ID #: _____
Building(s): _____
Grade/Subject/Position: _____
PAR Assignment Date: _____
Consulting Teacher: _____

Mentoring Record: (from 8/16/2019 to 1/10/2020)

Observations: _____ Conferences: _____

MANAGEMENT AND PLANNING

1. **Organize and Manage:** The professional prioritizes time and tasks and is able to identify an appropriate course of action based upon federal, state and local initiatives. The professional demonstrates specific strategies, content, and delivery related to measurable goals and tasks. The professional is able to analyze varied diagnostic, formative, and summative evidence/data to inform planning of practice.

Intern: Choose an item. Consulting Teacher: Choose an item.

Consulting Teacher Comments:

Intern Comments:

2. **Knowledge of Content:** The professional's planning/organization demonstrates the alignment between knowledge and practice and can link content knowledge and practice with federal, state, and local guidelines/initiatives.

Intern: Choose an item. Consulting Teacher: Choose an item.

Consulting Teacher Comments:

Intern Comments:

PAR 2019-2020 Summary Report CCRS K-12
Page 2 of 6

1/10/2020

3. **Knowledge of Context:** The professional aligns role performance in planning/organization in support of district initiatives. The professional successfully utilized and navigates professional, local, state, federal organizational guidelines, and professional standards, systems and protocols. The professional consistently establishes an environment that is fair, respectful, supportive, safe, and inclusive.

Intern: Choose an item. Consulting Teacher: Choose an item.

Consulting Teacher Comments:

Intern Comments:

4. **Knowledge of Constituents:** The professional plans and utilizes culturally relevant strategies, content, and delivery that will meet the needs of individual constituents and groups. The professional's analysis of constituent data/evidence (development, backgrounds, prior experiences, etc.) accurately connects the data/evidence to specific strategies and plans.

Intern: Choose an item. Consulting Teacher: Choose an item.

Consulting Teacher Comments:

Intern Comments:

DELIVERY AND IMPACT

5. **Constituent Support:** The professional has positive rapport with constituents and demonstrates respect for and interest in their experiences, thoughts, and opinions. The professional seeks, identifies, and collaborates with individuals, agencies, and resources to develop and/or enhance the networks available to support constituents.

Intern: Choose an item. Consulting Teacher: Choose an item.

Consulting Teacher Comments:

Intern Comments:

Intern Interim Summary Report (LSP) cont.

180-W0000000-Rev09/2009/1009
Page 3 of 4

Annual Review

6. **Communication:** The professional engages in two-way communication to support constituent learning. The professional's communications are clear, coherent, and precise and communication language is appropriate for the constituents. The communication strategies are designed to actively encourage independent, creative, and critical thinking.

Intern: Choose an item. Consulting Teacher: Choose an item.

Consulting Teacher Comments:

Intern Comments:

7. **Differentiated Practice:** The professional matches strategies, materials, and pacing to constituents' individual needs. The professional supports diverse populations by utilizing culturally relevant practices to treat constituents with fairness, respect, and support. The professional utilizes research-based materials and information to reinforce best practices.

Intern: Choose an item. Consulting Teacher: Choose an item.

Consulting Teacher Comments:

Intern Comments:

8. **Use of Data/Evidence:** The professional consistently uses data to effectively differentiate delivery of services to constituents. The professional consistently uses data/evidence to evaluate constituents and situations to inform future practices while maintaining confidentiality.

Intern: Choose an item. Consulting Teacher: Choose an item.

Consulting Teacher Comments:

Intern Comments:

180-W0000000-Rev09/2009/1009
Page 3 of 4

Annual Review

9. **Evaluation and Impact:** The professional consistently analyzes assessment data to reflect on effectiveness of services. The professional uses assessment results to reflect on the connection of data/evidence to practices in order to monitor strategies and behaviors in relation to constituent success. The professional consistently uses assessment results to check for accuracy of practices and make adjustments to practice as needed.

Intern: Choose an item. Consulting Teacher: Choose an item.

Consulting Teacher Comments:

Intern Comments:

PROFESSIONALISM

10. **Professional Responsibilities:** The professional uses effective strategies for communication with students, families, colleagues and/or relevant constituents to examine problems of practice, analyze appropriate data, and identify targeted strategies. The professional demonstrates ethical and professional standards and related responsibilities. The professional models and upholds district policies and state and federal regulations. The professional sets data-based, short-term and long-term professional goals and takes action to meet these goals.

Intern: Choose an item. Consulting Teacher: Choose an item.

Consulting Teacher Comments:

Intern Comments:

Date of Conference

Intern Signature

Consulting Teacher Signature

cc: Intern
Consulting Teacher

Intern Interim Summary Report (School Counselors)



INTERN INTERIM SUMMARY REPORT (SCHOOL COUNSELORS)

Intern: _____ Employee ID #: _____
 Building(s): _____
 Grade/Subject/Position: _____
 PAR Assignment Date: _____
 Consulting Teacher: _____

Mentoring Record: (from 8/19/2019 to 1/10/2020)

Observations: _____ Conferences: _____

- 1. Comprehensive School Counseling Program Plan:** The school counselor articulates all components of a comprehensive school counseling program, reflects on future program needs and works to design a plan of implementation. The school counselor collaborates with key stakeholders to set the goals, priorities and implementation strategies that align to the school's goals and mission when a comprehensive school counseling program is being designed. The school counselor identifies resources to fully implement the program.

Intern: Choose an item. Consulting Teacher: Choose an item.

Consulting Teacher Comments:

Intern Comments:

- 2. Direct Services for Academic, Career and Social/Emotional Development:** The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to support students' academic progress and goals and makes adjustments as needed. The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to support students' awareness of Ohio-specific college, career and education options and resources and makes adjustments as needed. The

school counselor consistently delivers counseling, activities, and/or experiences that promote students' social/emotional development and well-being.

Intern: Choose an item. Consulting Teacher: Choose an item.

Consulting Teacher Comments:

Intern Comments:

- 3. Indirect Services: Partnerships and Referrals:** The school counselor provides relevant information on a regular basis through collaboration with parents/guardians and school personnel for students' academic, career and social-emotional development. The school counselor coordinates school and community resources to support students and promote their success. The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services.

Intern: Choose an item. Consulting Teacher: Choose an item.

Consulting Teacher Comments:

Intern Comments:

- 4. Evaluation and Data:** The school counselor monitors individual and group student performance and progress data to identify gaps and develops appropriate interventions to enhance or improve student success. The school counselor effectively uses data to conduct program monitoring, assesses implementation and effectiveness, and makes adjustments for program improvement accordingly.

Intern: Choose an item. Consulting Teacher: Choose an item.

Consulting Teacher Comments:

Intern Comments:

- 5. Leadership and Advocacy:** The school counselor establishes and maintains professional relationships within and outside of the school through communication, teamwork and collaboration. The school counselor effectively advocates for and responds to the needs of diverse populations, resulting in a positive impact on practices that promotes an inclusive, responsive and safe school environment for its diverse members. The school counselor identifies community, environmental and institutional factors that enhance or impede development and advocates for equity of opportunity for all students. The

Intern Interim Summary Report (School Counselors) cont.

0000-0000-0000-0000-0000
Page 3 of 7

0000-0000

school counselor effectively and consistently promotes the program and articulates the role of the school counselor in achieving the school's mission and student success.

Intern: Choose an item. Consulting Teacher: Choose an item.

Consulting Teacher Comments:

Intern Comments:

6. **Professional Responsibility, Knowledge and Growth:** The school counselor adheres to American School Counselor Association and other relevant ethical standards for school counselors and all relevant federal, state and local codes and policies. The school counselor engages in thoughtful self-reflection of practice, reviews data to set goals for improvement and participates in professional learning to meet goals, enhance skills and stay current on professional issues. The school counselor actively participates in both professional meetings and organizations at the local, state or national levels.

Intern: Choose an item. Consulting Teacher: Choose an item.

Consulting Teacher Comments:

Intern Comments:

7. **Metrics of Student Outcomes:** The school counselor clearly demonstrates a positive change in students' knowledge, behavior or skills within at least one student domain.

Intern: Choose an item. Consulting Teacher: Choose an item.

Consulting Teacher Comments:

Intern Comments:

Date of Conference

Intern Signature

Consulting Teacher Signature

cc: Intern
Consulting Teacher

Intern Interim Summary Report (Teacher)



INTERN INTERIM SUMMARY REPORT

Intern: _____ Employee ID #: _____

Building(s): _____

Grade/Subject/Position: _____

PAR Assignment Date: _____

Consulting Teacher: _____

Mentoring Record: (from 8/18/2019 to 1/19/2020)

Observations: _____ Conferences: _____

INSTRUCTIONAL PLANNING

1. **Focus for Learning:** The teacher demonstrates a focus for student learning, with appropriate learning objectives that include measurable goal(s) for student learning aligned with the Ohio standards. The teacher demonstrates the importance of the goal and its appropriateness for students.

Intern: Choose an item. Consulting Teacher: Choose an item.

Consulting Teacher Comments:

Intern Comments:

2. **Assessment Data:** The teacher demonstrates an understanding that assessment is a means of evaluating and supporting student learning through effectively incorporating diagnostic, formative, and/or summative assessments into lesson planning. The teacher employs a variety of formal and informal assessment techniques to collect evidence of students' knowledge and skills and analyzes data to effectively inform instructional planning and delivery.

Intern: Choose an item. Consulting Teacher: Choose an item.

Consulting Teacher Comments:

Intern Comments:

PAR IN ASSISTANCE AND REVIEW
FORM 2-01-9

00000 00000

3. **Prior Content Knowledge/Sequence/Connections:** The teacher makes clear and coherent connections with students' prior knowledge and future learning—both explicitly to students and within the lesson. The teacher plans and sequences instruction to include the important content, concepts, and processes in school and district curriculum priorities and in state standards.

Intern: Choose an item. Consulting Teacher: Choose an item.

Consulting Teacher Comments:

Intern Comments:

4. **Knowledge of Students:** The teacher demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information. The teacher's instructional plan draws upon an accurate analysis of the students' development, readiness for learning, preferred learning styles, and backgrounds and prior experiences.

Intern: Choose an item. Consulting Teacher: Choose an item.

Consulting Teacher Comments:

Intern Comments:

INSTRUCTION AND ASSESSMENT

5. **Lesson Delivery:** Teacher explanations are clear and accurate. The teacher uses developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking. The teacher effectively addresses confusion by re-explaining topics when asked and ensuring understanding. The teacher employs effective, purposeful questioning techniques during instruction. The lesson is a balance of teacher-directed instruction and student-led learning.

Intern: Choose an item. Consulting Teacher: Choose an item.

Consulting Teacher Comments:

Intern Comments:

Intern Interim Summary Report (Teacher) cont.

Self-Assessment Report (VTC/2016)
Page 5 of 8

6. **Differentiation:** The teacher supports the learning needs of students through a variety of strategies, materials, and/or pacing that make learning accessible and challenging for the group.

Intern: Choose an item. Consulting Teacher: Choose an item.

Consulting Teacher Comments:

Intern Comments:

7. **Resources:** Instructional materials and resources are aligned to the instructional purposes and are appropriate for students learning styles and needs, actively engaging students.

Intern: Choose an item. Consulting Teacher: Choose an item.

Consulting Teacher Comments:

Intern Comments:

8. **Classroom Environment:** The teacher has positive rapport with students and demonstrates respect for and interest in all students. For example, the teacher makes eye contact and connects with individual students. Routines and procedures run smoothly throughout the lesson, and students assume age-appropriate levels of responsibility for the efficient operation of the classroom. Transitions are efficient and occur smoothly. There is evidence of varied learning situations (whole class, cooperative learning, small group and independent work). The teacher engages in two-way communication and offers a variety of volunteer opportunities and activities for families to support student learning. A classroom management system has been implemented that is appropriate and responsive to classroom and individual needs of students. Clear expectations for student behavior are evident. Monitoring of student behavior is consistent, appropriate, and effective.

Intern: Choose an item. Consulting Teacher: Choose an item.

Consulting Teacher Comments:

Intern Comments:

Self-Assessment Report (VTC/2016)
Page 6 of 8

9. **Assessment of Student Learning:** The teacher uses assessment data to identify student's strengths and needs, and modifies and differentiates instruction accordingly, although the teacher may not be able to anticipate learning obstacles. The teacher checks for understanding at key moments and makes adjustments to instruction (whole-class or individual students). The teacher responds to student misunderstandings by providing additional clarification. The teacher gathers and uses student data from a variety of sources to choose and implement appropriate instructional strategies for groups of students. The teacher provides substantive, specific, and timely feedback of student progress to students, families and other school personnel while maintaining confidentiality.

Intern: Choose an item. Consulting Teacher: Choose an item.

Consulting Teacher Comments:

Intern Comments:

PROFESSIONALISM

10. **Professional Responsibilities:** The teacher uses effective communication strategies with students and families and works effectively with colleagues to examine problems of practice, analyze student work, and identify targeted strategies. The teacher meets ethical and professional responsibilities with integrity and honesty. The teacher models and upholds district policies and state and federal regulations. The teacher sets data-based short- and long-term professional goals and takes action to meet these goals.

Intern: Choose an item. Consulting Teacher: Choose an item.

Consulting Teacher Comments:

Intern Comments:

Date of Conference: _____ Intern Signature: _____ Consulting Teacher Signature: _____

CC: Intern
Consulting Teacher

Fee Waiver Application

FEE WAIVER APPLICATION

IMPORTANT INFORMATION:

APPLICATION FILING PROCESS:

Complete online form before the deadline to ensure your application is received on time.

AUTHORIZATION:

A letter will be sent to all applicants who applied for a fee waiver approximately two to three weeks after the deadline.

PENALTIES:

Do not request a fee waiver unless you plan to use it. Teachers who apply for fee waivers but do not complete course work will lose rights to fee waivers for the next three consecutive semesters.

DEADLINE TO SUBMIT FEE WAIVER APPLICATIONS IS MONDAY, NOVEMBER 16, 2019

IMPORTANT DATES FOR REGISTRANTS AT OHIO STATE UNIVERSITY FOR SPRING 2020

Spring Session

Classes Begin

January 6, 2020

Regularly Scheduled

Classes End

April 20, 2020

Last day to pay fees

December 30, 2019

Spring Commencement

May 3, 2020

SPRING SEMESTER 2020 APPLICATION

ONLY MEMBERS OF THE BARGAINING UNIT AND ADMINISTRATORS ARE ELIGIBLE FOR FEE WAIVERS

ARE YOU A CEA MEMBER? YES NO

OHIO STATE UNIVERSITY

SECOND CHANCE OSU

GRADUATE OR UNDERGRADUATE:

GRADUATE

UNDERGRADUATE

CREDIT HOURS:

1 2 3 4 5 6

More Hours

Fee waivers for Ohio State University will be issued on a PRIORITY BASIS according to Article 802 of the Board/CEA Agreement and will be limited to one fee waiver to cover the cost of one course or partial cost of one course.

Your OSU ID number is an 8-digit number

Course Name:

Course Number:

Please click the box which corresponds with your current status.

DOCUMENTATION MUST BE UPLOADED AT THE TIME YOU COMPLETE A FEE WAIVER APPLICATION IF YOU ARE A PRIORITY I OR A PRIORITY II.

Fee waivers will be issued according to the following priorities and stipulations:

PRIORITY I

Present full-time professional staff members in M.A. or Ph.D. programs who **must** finish course work during the upcoming semester or lose credits, and present full-time professional staff members, including vocational teachers, who must attend the university to maintain their present position because of licensure requirements.

DOCUMENTATION REQUIRED: copy of expiring license or letter verifying from university that you will lose credits.

PRIORITY II

Professional staff members on sabbatical leaves. (Such staff members shall be given sufficient credit for full time attendance, subject to availability.) **Priority II also includes certificated staff enrolled in a Master, Doctorate or Endorsement Program in a College of Education.**

DOCUMENTATION REQUIRED: a letter verifying that you are currently in a Master, Doctorate or Endorsement Program on college letterhead.

11/12/19

Fee Waiver Application

All other applicants, not in priority Groups I and II listed above, shall be considered on the basis of seniority in the Columbus City School System.

PRIORITY III

NAME:

CCS ID:

OSU ID:

LOCATION:

Save

Certificated Professional Leave Request Form



COLUMBUS CITY SCHOOLS/COLUMBUS EDUCATION ASSOCIATION 2019-20 PROFESSIONAL LEAVE REQUEST



Approval # - MW _____ Emp. Vendor # _____
This section is to be completed by Human Resources Administration Office

EMPLOYEE INFORMATION: Name _____
 ID # _____ Contact Phone# _____ Route # _____
 Work Location _____ Position _____
 If you received Professional Leave for the 2019/20 Fiscal Year - amount received _____

CONFERENCE/ACTIVITY INFORMATION
 Activity Name _____
 Location (City/State) _____ Dates: _____

- Select the appropriate letter from the list below and place in the box to the left.
- A. Attend general professional activity
 - B. Represent school district as an officer, committee member, North Central Evaluator, etc.
 - C. Presenter
 - D. Accompany students

ABSENCE/SUBSTITUTE INFO: Dates Absent from Work _____
 Sub Needed? Yes No Sub Location _____
(Please attach separate schedule if sub reports to various locations)

Specific Sub: Sub Name - _____ Sub ID# (must be provided) _____

***IF SUBSTITUTE cost being reimbursed from an outside organization other than the CEA Professionals Legvis, please attach letter.

TRAVEL EXPENSES - (You must attach a descriptive brochure which includes costs, dates, lodging information and registration costs for your request to be considered for approval)

Registration Fee _____	Cost of Registration _____
Lodging - #nights _____	<small>See Employee Travel Reimbursement Guidelines re: hotel stay</small>
Airfare: _____	<small>See Employee Travel Reimbursement Guidelines re: Airport Transportation at Destination</small>
Rental Car: #days _____	times \$ amount per day _____
Rental car rational (<small>max of \$50/day</small>) _____	
Personal automobile mileage (# miles round trip) _____	times approved rate _____
<small>See Employee Travel Reimbursement Guidelines re: use of Personal Vehicle</small>	
Misc. Travel Expenses (taxi, shuttles, parking, etc.) _____	
<small>Note: The District does not pay for to and from restaurants or for entertainment.</small>	
Per Diem Expenses (meals/food) _____	#days _____ at \$45 per day limit _____

Total Estimated Expenses (limited to \$1800, will not total to more than \$1800)

SIGNATURES

Teacher's Signature: _____ Date: _____

I hereby request permission to attend the following conference/activity in accordance with Board policies and Administrative regulations and disclaimer.

Supervisor's Signature: _____ Date: _____

Please submit form to: Human Resources Administration along with the required documents.

COLUMBUS CITY SCHOOLS

(This form must be completed for your request to be considered.)

Description of Activity:

Description of Educational Merit of Activity:

Certificated Professional Leave Request Form cont.

COLUMBUS CITY SCHOOLS 2019-20 PROFESSIONAL LEAVE CLAIM FOR TRAVEL EXPENSE REIMBURSEMENT

*Within 30 days of your return, please return this form along with your receipts, copy of p.o. and signature to:
Accounts Payable, 270 E. State Street, Columbus, OH 43215*

Employee & Conference Information

Your P.O.#	Employee Vendor #	Approval#	
Name		Your (Dr)	
Worksite (indicate building)			
Full Conference Name			
Conference Location (City/State)			
Actual Travel Dates			←-(Must correspond with dates
Dates Absent from Work			←-approved by Committee)

Expenses Paid in Advance By Columbus City Schools	List Costs Below
Airfare (Air itinerary must be attached)	
Lodging Expenses (list dates of stay) Roommate name (if applicable)	
Registration (Proof of Attendance must reflect dates/location & purposes as stated on request form)	
Misc paid or reimbursed in advance (please list)	
Total expenses paid in advance by Columbus City Schools	[2]

Expenses Paid by Employee: Itemized receipts required except for meals	List Costs Below
Airfare/Baggage (attached paid baggage receipt - limit one bag each way)	
Lodging Expenses (list dates of stay) Roommate name (if applicable)	
Registration (attach receipt showing method of payment)	
Personal automobile mileage (# of miles round trip x IRS current rate)	
Rental Car (if pre-approved) Maximum \$50/day - insurance not reimbursed	
Per diem (meals, etc.) - # of nights at \$45.00 per night*	
<i>*See Employee Travel Reimbursement Guidelines regarding meals provided as part of the conference</i>	
Incidentals: (airport shuttle/taxi, conference shuttle/taxi, airport parking)	
<i>Note: Itemized receipts required. Taxi receipts must be dated and show pickup & destination</i>	
Total expenses paid out of pocket by employee	[4]

Settlement	List Costs Below
a. Maximum Reimbursement Approved by Committee - attach documentation	
b. Less Costs Paid in Advance by Columbus City Schools -- see [2] above)	
c. Maximum Reimbursement of Employee (Item A minus Item B)	
d. Total Expenses Paid by CCS Employee -- see [4] above)	
Amount Owed to Employee, if applicable: (letter of item c. or d. above)	

Employee's Signature

Date

By signing, I certify I attended the event listed above at the location shown, on the date given, and for the purposes stated. Out of pocket expenses are accurate and my claim for reimbursement was adjusted for meals provided by the conference.

Application for Salary Change Due to Training Beyond the Bachelor's Degree

Human Resources Department

Certificated Personnel - 365-5651/5609

APPLICATION FOR SALARY CHANGE DUE TO TRAINING BEYOND THE BACHELOR'S DEGREE

Name _____ Date _____

Employee ID# _____ Work Location _____

SHOWN AS THE FILE NUMBER ON YOUR PAY STUB

Employee Signature: _____

Email address (for notification): _____

NOTE: If your certificate is due to expire June 30 of THIS current school year and you intend to renew your certificate with coursework from the attached transcripts, **STOP!** You must submit **SEPARATE OFFICIAL** transcripts for **BOTH salary increments AND renewal of certification or licensure.** The Ohio Department of Education now requires official transcripts, and an official transcript must also be a part of your personnel file

I am applying for the following salary increase: (check one):

- Bachelor's Plus** Total Credit hours must equal 150 semester hours or 225 quarter hours. Attach official transcripts indicating all credits after your bachelor's degree.
- Master's Degree** Attach official transcripts indicating degree and date conferred. **DO NOT** have official transcripts mailed to this office from your college/university. Request they be mailed directly to you.
- Master's Degree plus 30 semester hours or 45 quarter hours.** Credits must be graduate level courses in education or graduate level courses generally related to your area of certification. All credits toward this increment must be **AFTER** the date of the master's degree.
- Ph.D. Degree** Attach official transcripts indicating degree and date conferred. **DO NOT** have official transcripts mailed to this office from your college/university. Request they be mailed directly to you.

→ You will receive a confirmation email indicating your new salary and the date for Board approval.

HUMAN RESOURCES DEPARTMENT USE ONLY

EFFECTIVE DATE _____ BOARD DATE _____

CURRENT DEGREE _____ NEW DEGREE _____ PAY PLAN _____

YEARS * _____ NEW SALARY RATE \$ _____ GRAD. DATE _____

COLLEGE _____ SEM. HRS _____

BOARD

ACCESS

EMAIL

KEYED

DATE

TIME/DATE STAMP

Q:\WORD\FORMS\SALARY INCREASE BEYOND BACHELOR'S DEGREE.DOC

REVISED 2/07/2013

Certificated Leave of Absence Application



Columbus City Schools Application for Leave



CERTIFICATED STAFF & ADMINISTRATORS

Section 702.03(K) Board/CEA Agreement
 In the event the estimated duration of the absence is expected to be continuous for a period in excess of two weeks (10 days), or when an absence has been continuous for such a period, the teacher shall advise the administration of the estimated duration of disability by submitting the attached form to Human Resources by the tenth (10) day of absence and include a physician's statement. The teacher will provide the Office of Human Resources with written notice at least three school days before intending to return to the job.

Employee's Name (Please Print)		I.D. #	
Home Address		Phone	
City	State	Zip	E-mail
Work Location		Position (Teacher, etc.)	
Employee's Signature		Date	
Supervisor's/Administrator's Signature		Date	

Signature of Supervisor/Administrator does not constitute approval of leave request!

CHECK ALL THAT APPLY: (See reverse side of form for explanations and documentation requirements)

Applying for Family Medical Leave?*		Yes <input type="checkbox"/>	No <input type="checkbox"/>
<input type="checkbox"/> Regular FML	<input type="checkbox"/> Intermittent FML	Relationship if for family member	
<input type="checkbox"/> Sick Leave (paid medical leave for):		<input type="checkbox"/> Self	<input type="checkbox"/> Family member - relationship
<input type="checkbox"/> Ill Health (unpaid medical leave for):		<input type="checkbox"/> Self	<input type="checkbox"/> Family member - relationship
Maternity/Paternity/Adoptive Select one: <input type="checkbox"/> Maternity <input type="checkbox"/> Paternity <input type="checkbox"/> Adoptive			
<input type="checkbox"/> Assault Leave	Date of Assault	Incident Report Filed	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Worker's compensation	Date of Injury	Injury Report Filed	<input type="checkbox"/> Yes <input type="checkbox"/> No
Military Leave <input type="checkbox"/> Please request separate packet for FMLA Military Leave			
<input type="checkbox"/> Exchange Teaching	<input type="checkbox"/> Professional Study or Travel	<input type="checkbox"/> Sabbatical Leave	
Special Leaves Please check appropriate number <input type="checkbox"/> Section 702.07 or <input type="checkbox"/> Section 702.10			
<input type="checkbox"/> Other (Section 702.10 or 702.15)		Please state reason:	

Paid Leave Dates			
Anticipated or Actual Effective Date of Absence:	Month	Day	Year
Should sick leave balance become exhausted during this medically certified period of absence you have the option of using your personal leave and vacation (if you accrue vacation), in that order? Do you wish to use your available:			
<input type="checkbox"/> Personal Leave <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Vacation (if applicable) <input type="checkbox"/> Yes <input type="checkbox"/> No			
Current Estimated Return to Work Date:	Month	Day	Year
<input type="checkbox"/> YES, I am releasing my position & expect my leave to extend into the subsequent school year			
<input type="checkbox"/> NO, I do not wish to release my position			

Unpaid Leave Dates			
To the Superintendent of Schools:	Today's Date:		
I hereby Request a Leave of Absence Beginning:	Month	Day	Year
And Extending Through:	Month	Day	Year

NOTE: All employees who are eligible will be placed on Family Medical Leave.

Sick Leave Bank Donation Form



MUST BE TYPED OR PRINTED IN BLACK OR BLUE INK

**COLUMBUS CITY SCHOOL DISTRICT
CEA MEMBERS
SICK LEAVE BANK
APPLICATION TO JOIN/ DONATE**

LAST NAME _____ FIRST NAME _____ MI _____ EMPLOYEE NUMBER _____

*NUMBER OF DAYS/HOURS BEING DONATED _____
(Must be 2 days)

I freely donate the days/hours as indicated above to the CEA Sick Leave Bank. I am aware that these days will be deducted from my sick leave accrual and will NOT be counted as sick leave days used.

SIGNATURES:

EMPLOYEE _____ DATE _____ PHONE _____ BLDG _____

*2 days must be donated. For an hourly employee a day is the equivalent of the number of approved scheduled daily working hours.

SICK LEAVE BANK COMMITTEE MEMBER SIGNATURE

SEND APPROVED FORM TO: PAYROLL, CEC, 270 EAST STATE STREET, ROUTE 3
EMPLOYEE SHOULD RETAIN A COPY OF THIS FORM FOR HIS / HER RECORD

DEADLINE TO SUBMIT IS MONDAY, SEPTEMBER 30, 2019

Sick Leave Bank Loan Application



COLUMBUS
CITY SCHOOLS



Columbus Education Association

Mission: Each student a highly educated, prepared for leadership and service, and empowered for success in a diverse and a global community.

SICK LEAVE BANK LOAN APPLICATION

NAME (please print): _____

ID #: _____

NUMBER OF DAYS REQUESTED (MAX. 10): _____

DATES OF LEAVE: _____

Obligations to the Bank must be repaid before additional days will accrue to the individual's earned sick leave balance.

Any alleged abuse of leave time will be investigated by the Committee. If a finding of abuse of the days granted by the Bank occurs, the employee will repay all of the sick leave credits drawn from the Bank, and the employee will be subject to other disciplinary action as determined by the school district.

An employee will lose the right to utilize the benefits of the Bank due to:

- Termination or suspension of employment with Columbus City Schools
- Cancellation of participation by the member on the proper form
- Transfer to a position in another union or association

An outstanding "loan balance" becomes due upon the employee's separation of service from Columbus City Schools.

I have read the terms stated above and agree to abide by such terms.

Signature: _____ Date: _____

COMMITTEE USE:

APPROVED: _____ DENIED: _____ DATE OF ACTION: _____

NUMBER OF DAYS APPROVED: _____

Committee Member Signature: _____

Please return form to: Human Resources Administration or leaves@schools.columbus.k12.oh.us

Human Resources Supporting Vision: Maximizing Human Capital for Student Success

The Columbus City School District does not discriminate based upon sex, race, color, national origin, religion, age, disability, sexual orientation, gender identity/expression, ancestry, marital status, or military status with regard to admission, access, treatment or employment. This policy is applicable to all district programs and services.

PR-01 Prior Written Notice to Parents

PR-01 PRIOR WRITTEN NOTICE TO PARENTS

CHILD'S INFORMATION

NAME: _____

DATE OF BIRTH: _____

DATE OF NOTICE: _____

This is to notify you of the district's action.

TYPE OF ACTION TAKEN

- Proposes to initiate an initial evaluation
- Refusal to initiate an evaluation
- Expedited evaluation
- Change of placement
- Change of placement for disciplinary reasons
- Proposes to change the identification, evaluation or educational placement of the child or provision of FAPE
- Refusal to change the identification, evaluation or educational placement of the child or provision of FAPE
- Reevaluation
- IEP Issues/meetings where the parent(s) disagree with the district
- Revocation of Consent
- Due process hearing, or an expedited due process hearing, initiated by the district
- Graduation from high school
- Exiting high school due to exceeding age eligibility for FAPE
- Other _____

2. A description of the action proposed or refused by the school district:

3. An explanation of why the school district proposes or refuses to take the action:

4. A description of other options that the IEP team considered and the reasons why those options were rejected:

5. A description of each evaluation procedure, assessment, record or report the school district used as a basis for the proposed or refused action:

6. A description of other factors that are relevant to the school district's proposal or refusal:

PROVISION OF PROCEDURAL SAFEGUARDS

As a parent of a child with a suspected or identified disability, you have procedural safeguard protection under the Individuals with Disabilities Education Improvement Act (IDEIA) of 2004. **You will be given a copy of your procedural safeguards once per year.** In addition, you will be given a copy of your procedural safeguards when you request a copy, when your child is referred for their first evaluation, when you request an evaluation for your child, when you file a formal written complaint or request a due process hearing and in accordance with the discipline procedures in 34 CFR 300.530(f).

If you have any questions about the actions described in this form, your rights as described in the Procedural Safeguards Notice, after related concerns, or you wish to obtain a copy of the Procedural Safeguards Notice, please contact the following:

Name: _____

Title: _____

Address: _____

City: _____

State: _____

Zip Code: _____

Telephone: _____

E-mail: _____

School District: _____

PR-02 Parent Invitation

PR-02 PARENT INVITATION

TO: _____ DATE: _____
FROM: _____ WRITTEN NOTICE NUMBER: _____

I am inviting you to attend a meeting to discuss the educational needs of:

CHILD'S NAME: _____ DATE OF BIRTH: _____

PURPOSE FOR MEETING (Check all that apply)

- | | |
|---|---|
| <input type="checkbox"/> To determine if a child has a suspected disability | <input type="checkbox"/> To discuss transition from early childhood to school-age programs |
| <input type="checkbox"/> To develop an evaluation plan | <input type="checkbox"/> To discuss transition from school-age to secondary programs/activities |
| <input type="checkbox"/> To determine eligibility for services as a child with a disability | <input type="checkbox"/> To discuss disciplinary matters |
| <input type="checkbox"/> To develop, review, and/or revise the student's IEP | <input type="checkbox"/> At your request to discuss _____ |
| <input type="checkbox"/> To determine reevaluation needs | <input type="checkbox"/> Other: _____ |

THIS CONFERENCE WILL BE SCHEDULED AS A: (check all that apply)

- Face-to-face meeting Video conference Telephone/curriculum Conference/Call

DATE: _____ TIME: _____ LOCATION: _____

OTHER PERSONS WHO HAVE BEEN INVITED TO ATTEND THIS MEETING INCLUDE:

- | | | |
|--|--|---------------------------------------|
| <input type="checkbox"/> General Education Teacher | <input type="checkbox"/> Student | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Intervention Specialist | <input type="checkbox"/> School Psychologist | _____ |
| <input type="checkbox"/> Speech and Language Pathologist | <input type="checkbox"/> District Representative | _____ |

You are welcome to bring any information, including formal or informal test results, work samples, etc. to the meeting. You may bring someone who has knowledge or special expertise regarding your child or someone to assist you at the meeting.

If you would like to schedule the conference at a different time, date, or location, or schedule a different type of meeting, or if you require an interpreter, please contact:

CONTACT: _____ PHONE: _____

RESPONSE TO PARENT INVITATION

COMPLETE AND RETURN TO THE CHILD'S SCHOOL

CHILD'S NAME: _____
DATE OF BIRTH: _____

- I will attend/participate I will not attend/participate

- Another/other will accompany me (optional)

I would like the location of this meeting changed to: _____

I would like to change the type of meeting to: _____

I would like this meeting rescheduled for the following suggested date and time: _____

- A bilingual or sign language interpreter is requested.

Desired language/mode of communication: _____

PARENT/GUARDIAN SIGNATURE: _____ DATE: _____

PR-02 PARENT INVITATION FORM, REVISED BY OCS, December 1, 2011 page 1 of 1

Attempts to Obtain Parent Participation

OP-9 Attempts to Obtain Parent Participation (Optional form) District Name: _____

Child's Name: _____ Student ID: _____ Grade: _____
 Date of Meeting: _____

- Determination of Suspected Disability
- Initial IEP
- Annual Review of IEP
- Evaluation/Reevaluation
- Other: _____

Meeting proposed for: Date: _____ Time: _____ Location: _____

Documentation of Attempts to Contact Parents

Forms of Contact	Date(s)	Outcome
Correspondence	_____	_____
Telephone Calls	_____	_____
Home Visits	_____	_____
Outreach Activities	_____	_____
Other	_____	_____

Evaluation Team Report (ETR)

ETR Evaluation Team Report		District: _____
CHILD'S INFORMATION:		TYPE OF EVALUATION:
CHILD'S NAME: _____	ID NUMBER: _____	<input type="checkbox"/> INITIAL EVALUATION <input type="checkbox"/> REEVALUATION
STREET: _____	CITY: _____	DATES
STATE: OH ZIP: _____	DATE OF BIRTH: _____	DATE OF MEETING: _____
DISTRICT OF RESIDENCE: _____	DISTRICT OF SERVICE: _____	DATE OF LAST ETR: _____
PARENT/GUARDIAN INFORMATION		REFERRAL DATE: _____
NAME: _____		DATE PARENT CONSENT RECEIVED: _____
STREET: _____		PLANNING FORM (required):
CITY: _____		School Age <input type="checkbox"/> Preschool <input type="checkbox"/>
STATE: OH ZIP: _____		
HOME PHONE: _____ WORK PHONE: _____		ETR FORM STATUS
CELL PHONE: _____ EMAIL: _____		<input type="checkbox"/> PART 1- INDIVIDUAL EVALUATOR'S ASSESSMENT (Requires assessment form each evaluator)
NAME: _____		<input type="checkbox"/> PART 2- TEAM SUMMARY
STREET: _____		<input type="checkbox"/> PART 3- DOCUMENTATION FOR DETERMINING THE EXISTENCE OF A SPECIFIC LEARNING DISABILITY
CITY: _____		<input type="checkbox"/> PART 4- ELIGIBILITY
STATE: OH ZIP: _____		<input type="checkbox"/> PART 5- SIGNATURES
HOME PHONE: _____ WORK PHONE: _____		
CELL PHONE: _____ EMAIL: _____		
INSTRUCTIONS		
Presence of planning for the evaluation process is a requirement. Using two of the two planning forms described on school apps that are included with this ETR form is required prior to PIRIS Report County for Evaluation.		
There are five parts to this form. Parts 1, 2, 3, 4 and 5. Parts 1, 2 and 4 must be completed for all initial evaluations and reevaluations. Part 3 must be completed for initial evaluations of the suspected area of disability is Specific Learning Disability. Part 3 must be completed for reevaluations if the child is currently a child identified as having a specific learning disability or if the team is considering a change in the child's disability category to Specific Learning Disability.		
In Part 1, each member of the evaluator team will fill in the "Areas of Assessment" for the areas or areas that they will be assessing, i.e., vision, hearing, fine motor, gross motor, emotional/behavioral or intellectual ability. The evaluator will also provide in Part 1, the evaluation method and address used to conduct the assessment by checking the appropriate boxes. A detailed summary of the results of the assessment or assessments will be provided in the "Summary of Assessment Results" section. The evaluator will sign these assessment pages and include his or her position title. The title on this section will be provided by the evaluator completed for the assessment.		
Part 2 will be completed by the team chair or district representative by gathering all team members' assessments (Part 1) and summarizing them in the format provided in Part 2. Complete the (summary) summary for both initial evaluations and reevaluations per the instructions found on the form. The material for the evaluation is also completed for both initial and reevaluations. The summary of information provided by the members of the team will include information from the criteria lists as well as any information provided by the parent through behavioral checklists, interviews or meetings and outside evaluations.		
Once all assessment information is gathered and summarized, the team will meet and discuss all information. The team will then discuss the child's educational needs based on the information gathered, and state the implications for instruction and progress monitoring in the appropriate list below.		
The team will then consider whether or not the child may have a specific learning disability based on the elements listed in Part 3. If not, one signs a disability under this category. The team may also Part 3 and leave this Part 4.		
In Part 4, the team determines whether or not the child is eligible for special education and related services by addressing each of the assessment listed in this section. Complete the (summary) due to this section with the information that support the team's eligibility determination.		
In Part 5, all members of the team sign the report at the conclusion of this section. If any team member disagrees with the team's determination, the team member must attach a written statement of disagreement to this section.		
PIRIS District: 4400011-0000 Date: 01/2014		

ETR Evaluation Team Report		District: _____
CHILD'S NAME: _____	ID NUMBER: _____	DATE OF BIRTH: _____
1 INDIVIDUAL EVALUATOR'S ASSESSMENT		
Part 1 to be completed by each individual evaluator.		
EVALUATOR NAME: _____		
POSITION: _____		
AREAS OF ASSESSMENT: _____		
Indicate the area(s) that were assessed by the evaluator in accordance with the evaluation plan.		
EVALUATION METHODS AND STRATEGIES		
Indicate the types of assessment strategies used to gather information about the child's performance:		
<input type="checkbox"/> OBSERVATIONS	<input type="checkbox"/> SCIENTIFIC RESEARCH-BASED INTERVENTIONS	<input type="checkbox"/> NORM-REFERENCED ASSESSMENTS
<input type="checkbox"/> INTERVIEWS	<input type="checkbox"/> CURRICLUM-BASED ASSESSMENTS	<input type="checkbox"/> CLASSROOM-BASED ASSESSMENTS
<input type="checkbox"/> REVIEW OF RECORDS AND RELATED TRENDS DATA (SCHOOL RECORDS, WORK SAMPLES, EDUCATIONAL HISTORY)	<input type="checkbox"/> OTHER (Specify): _____	
ASSESSMENT INFORMATION		
Provide a summary of the information obtained from the assessment results per the evaluation plan, including the child's strengths, areas of need and assistive data.		
SUMMARY OF ASSESSMENT RESULTS: _____		
DESCRIPTION OF EDUCATIONAL NEEDS: _____		
IMPLICATIONS FOR INSTRUCTION AND PROGRESS MONITORING: _____		
Evaluator's Signature: _____ Date: _____		

Evaluation Team Report (ETR) cont.

ETR Evaluation Team Report		District:
<small>CHILD'S NAME:</small>	<small>ID NUMBER:</small>	<small>DATE OF BIRTH:</small>

2 TEAM SUMMARY
Combine all Part IV Individual Evaluator's Assessment from all evaluators into team summary.

INTERVENTIONS SUMMARY
Provide a summary of all interventions done prior to the child's referral for an evaluation or done as part of the entire evaluation. If no all-renewals, provide a summary of interventions routinely provided to this child.

Initial Evaluator:

Re-evaluator:

REASON(S) FOR EVALUATION:

SUMMARY OF INFORMATION PROVIDED BY PARENTS OF THE CHILD:

SUMMARY OF OBSERVATIONS:

MEDICAL INFORMATION:

SUMMARY OF ASSESSMENT RESULTS:

DESCRIPTION OF EDUCATIONAL NEEDS:

IMPLICATIONS FOR INSTRUCTION AND PROGRESS MONITORING:

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Page 1 of 1

ETR Evaluation Team Report		District:
<small>CHILD'S NAME:</small>	<small>ID NUMBER:</small>	<small>DATE OF BIRTH:</small>

3 SPECIFIC LEARNING DISABILITY DOCUMENTATION FOR DETERMINATION

REQUIRED NOTIFICATION
If the child has participated in a process that assesses the child's response to scientific, research-based interventions, indicate if the parents were notified about this following prior to the evaluation:

The state's policies regarding the amount and nature of student performance data that should be collected and the general services that would be provided: YES NO

Strategies for increasing the child's rate of learning: YES NO

The parent's right to request an evaluation: YES NO

Section A must be completed.
 Either Section B OR Section C must be completed.

A. IDENTIFIED AREAS
Identify one or more of the following areas in which the team has determined that the child is not achieving adequately for the child's age or state-approved grade-level standards when provided with learning experiences and instruction appropriate for the child's age or state-approved grade-level standards.

Oral Expression Reading Fluency Skills Written Expression Mathematics Computation
 Listening Comprehension Reading Comprehension Basic Reading Skill Mathematics Problem Solving

B. RESPONSE TO SCIENTIFIC, RESEARCH-BASED INTERVENTION
Assessment information should be summarized in this section if the evaluation team used a process based on the child's response to scientific, research-based interventions to determine whether the child has a specific learning disability in one or more of the areas identified in Section A.

C. PATTERNS OF STRENGTHS AND WEAKNESSES
Assessment information should be summarized in this section if the evaluation team used alternative (non-achievement) procedures to determine if the child exhibited a pattern of strengths and weaknesses in performance, achievement (or both), relative to age, state-approved grade-level standards or intellectual development that the team determined to be relevant to the identification of a specific learning disability in one or more of the areas identified in Section A.

D. EXCLUSIONARY FACTORS
The evaluation team has determined that its findings are NOT primarily the result of:

A Visual, Hearing, or Motor Disability Limited English Proficiency
 Intellectual Disability Environmental or Economic Deprivation
 Emotional Disturbance Cultural Factors

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Page 2 of 1

Evaluation Team Report (ETR) cont.

ETR Evaluation Team Report		District:
CHILD'S NAME:	ID NUMBER:	DATE OF BIRTH:

E. DOCUMENTATION- UNDERACHIEVEMENT NOT DUE TO A LACK OF APPROPRIATE INSTRUCTION
 Regardless of the process used to identify a child as having a specific learning disability, the team must ensure that the child's underachievement is not due to a lack of appropriate instruction in reading or math by considering the following information:

1. Data that demonstrate that prior to, or as part of the referral process, a qualified personnel delivered appropriate instruction to the child in general education settings. Summarize the data the team used to document this requirement:
2. Data-based documentation that the child's parent received about expected formal assessments of student progress during instruction, done at reasonable intervals. Summarize the data-based information the team used to document this requirement:

F. OBSERVATION
 Summarize the child's academic performance and behavior in the areas of difficulty as observed in the child's learning environment, including the general classroom setting:

G. MEDICAL FINDINGS
 Describe the educationally-relevant medical findings, if any:

ETR Evaluation Team Report		District:
CHILD'S NAME:	ID NUMBER:	DATE OF BIRTH:

4 ELIGIBILITY

ELIGIBILITY DETERMINATION
 It is the determination of the team that:

The determining factor for the child's poor performance is not due to a lack of appropriate instruction in reading or math or the child's limited English proficiency. (For the preschool-age child, the determining factor for the child's poor performance is not due to a lack of preschool pre-academics. YES NO

The child meets the state criteria for having a disability (or continuing to have a disability) based on the data in this document. YES NO

The child demonstrates an educational need that requires specially designed instruction. YES NO

If the response is **NO** to any question, then the child is **NOT** eligible for special education.
 If the response to all three questions is **YES**, then the child **IS** eligible for special education.

The child is eligible for special education and related services to the (degree) of _____

BASIS FOR ELIGIBILITY DETERMINATION: (or Continued Eligibility)
 Provide a justification for the eligibility determination decision, describing how the student meets or does not meet the eligibility criteria as defined in OAC rule 3301-51-01 (B)(1) (Definitions) and OAC rule 3301-51-06 (Evaluations). **Include** how the disability affects the child's progress in the general education curriculum.

Evaluation Team Report School Age Evaluation Planning Form

ETR Evaluation Team Report

District: _____

SCHOOL AGE EVALUATION PLANNING FORM (Required)

DATE OF PLAN: _____

INITIAL EVALUATION REEVALUATION

CHILD'S NAME: _____

ID NUMBER: _____

DATE OF BIRTH: _____

TEAM CHAIRPERSON: _____

TEAM MEMBERS: _____

SUSPECTED DISABILITY(IES): _____

ASSESSMENT AREAS RELATED TO SUSPECTED DISABILITY(IES)	Data for Review	PERSON RESPONSIBLE FOR ASSESSMENT AND REPORT
Information Provided by Parent		
General Intelligence		
Academic Skills		
Classroom-based Evaluations and Progress in the General Curriculum		
Data from Interventions		
Communicative Status		
Visits		
Hearing		
Social Emotional Status		
Physical Exam/General Health		
Gross Motor		
Fine Motor		
Vocational/Transition		
Background History		
Observations		
Behavior Assessment		
Adaptive Behavior		
Braille Needs		
Audiological Needs		
Assistive Technology Needs		
Other:		

The team has taken into consideration limited English proficiency to plan this assessment

The team has taken into consideration possible sources of racial or cultural bias in planning this assessment

SIGNATURES

School District Representative (Name/ Date)

Parent/Guardian (Name/ Date)

General Education Teacher (Name/ Date)

Intervention Specialist (Name/ Date)

WVA-ETR-001-00000000-0001-2019

09/01/19

Evaluation Team Report Report Preschool Evaluation Form

ETR Evaluation Team Report District: _____

PRESCHOOL EVALUATION PLANNING FORM (Required)

CHILD'S NAME: _____ DATE OF BIRTH: _____ DATE OF PLAN: _____
 ID NUMBER: _____ TEAM CHAIRPERSON: _____

- INITIAL EVALUATION
- REEVALUATION
- TRANSITION FROM PART C

SUSPECTED DISABILITY CATEGORY (may check more than one)

- Autism
- Attention Deficit/Hyperactivity Disorder
- Multiple Disabilities
- Specific Learning Disability
- Deaf/Blindness
- Hearing Impairment
- Orthopedic Impairment
- Speech or Language Impairment
- Deafness
- Intellectual Disability
- Other Health Impairment
- Traumatic Brain Injury
- Visual Impairment

Developmental Delay - If selecting only this category, the team has considered the disability categories above and determined that they are not applicable to the child. See 3301.51-11(C)(6)(b) & (c)

Note: Each developmental area must be assessed using one of the methodologies/sources listed and all methods/data sources must be used at least once.

DEVELOPMENTAL AREAS (Required for all)	EMOTIONAL DATA AVAILABLE	ACADEMIC DATA AVAILABLE	ASSESSMENT METHODS/DATA SOURCES (Indicate the position responsible for assessment and/or data collection and report.)				Data from Part C (and/or Community or Preschool Program Provider)**
			Structured Interview	Structured Observations*	Non-Referenced Assessments	Criterion-Referenced Assessments	
ADAPTIVE BEHAVIOR	<input type="checkbox"/>	<input type="checkbox"/>					
EDUCATION (including pre-readiness)	<input type="checkbox"/>	<input type="checkbox"/>					
COMMUNICATION	<input type="checkbox"/>	<input type="checkbox"/>					
HEARING	<input type="checkbox"/>	<input type="checkbox"/>					
VISION	<input type="checkbox"/>	<input type="checkbox"/>					
SENSORY/MOTOR FUNCTIONING	<input type="checkbox"/>	<input type="checkbox"/>					
SOCIAL/EMOTIONAL FUNCTIONING	<input type="checkbox"/>	<input type="checkbox"/>					
BEHAVIORAL FUNCTIONING	<input type="checkbox"/>	<input type="checkbox"/>					
SPECIALIZED ASSESSMENTS: Required in some situations, see 3301.01-04 (E)(8)(i) and 3301.01-09 (E).							
PHYSICAL EXAMINATION	<input type="checkbox"/>	<input type="checkbox"/>					
VISION EXAMINATION	<input type="checkbox"/>	<input type="checkbox"/>					
AUDIOLOGICAL EXAMINATION	<input type="checkbox"/>	<input type="checkbox"/>					

*Structured observations are required in more than one setting and during multiple activities. 3301.01-12 (C)(1)(ii)
 **Data from Part C only applies if the child is transitioning from Part C Early Intervention. Data from community or licensed program providers is required if the child attends such program in the past 12 months. (3301.01-05 (E)(1))

- The team has taken into consideration limited English proficiency in planning the assessments.
- The team has taken into consideration possible sources of racial/cultural bias in planning the assessments.

SIGNATURES
 School District Representative (Name/Date) _____ Parent/Guardian (Name/Date) _____

Individualized Education Program (IEP) cont.

IEP Individualized Education Program		CHILD'S NAME: _____ DATE: _____
MEASURABLE ANNUAL GOALS		
NUMBER: <u> </u> AREA: _____		
PRESENT LEVEL OF ACADEMIC ACHIEVEMENT AND FUNCTIONAL PERFORMANCE		
MEASURABLE ANNUAL GOAL		
METHOD(S) FOR MEASURING THE CHILD'S PROGRESS TOWARDS ANNUAL GOAL		
<input type="checkbox"/> A. Curriculum-Based Assessment	<input type="checkbox"/> E. Short-Cycle Assessments	<input type="checkbox"/> I. Work Samples
<input type="checkbox"/> B. Portfolios	<input type="checkbox"/> F. Performance Assessments	<input type="checkbox"/> J. Inventories
<input type="checkbox"/> C. Observation	<input type="checkbox"/> G. Checklists	<input type="checkbox"/> K. Rubrics
<input type="checkbox"/> D. Anecdotal Records	<input type="checkbox"/> H. Running Records	
MEASURABLE OBJECTIVES		
NUM	OBJECTIVE	
FREQUENCY OF WRITTEN PROGRESS REPORTING TOWARD GOAL MASTERY TO THE CHILD'S PARENTS		
Note: Progress Reports must be provided to parents who child meets or exceeds at least in order to report goals are being met. If the district provides alternate reports to all children, progress reports must be provided from parents of child with a disability. See IEP-04 Progress Report form.		
Reported every <input type="checkbox"/> weeks.		

IEP Individualized Education Program		CHILD'S NAME: _____ DATE: _____	
DESCRIPTION(S) OF SPECIALLY DESIGNED SERVICES			
TYPE OF SERVICE	GOAL ADDRESSED	PROVIDER TITLE	LOCATION OF SERVICE
SPECIALLY DESIGNED INSTRUCTION:			
BEGIN	END	AMOUNT OF TIME	FREQUENCY
RELATED SERVICES:			
BEGIN	END	AMOUNT OF TIME	FREQUENCY
ASSISTIVE TECHNOLOGY:			
BEGIN	END	AMOUNT OF TIME	FREQUENCY
ACCOMMODATIONS:			
BEGIN	END		
MODIFICATIONS:			
BEGIN	END		
SUPPORT FOR SCHOOL PERSONNEL:			
BEGIN	END		
SERVICES TO SUPPORT MEDICAL NEEDS:			
BEGIN	END		

Individualized Education Program (IEP) cont.

IEP Individualized Education Program CHILD'S NAME: _____

TRANSPORTATION AS A RELATED SERVICE

Does the child require special transportation? YES NO

Does the child need transportation to and from services? YES NO

Does the child need accommodations or modifications for transportation? YES NO

If yes, check any transportation accommodations/modifications below that the child needs:

The bus driver will be notified of the child's behavior and/or medical concerns Aide (for transportation)

Specially Adapted Vehicle Wheelchair Lift Safety Vest Car Seat Securement Systems

Other: Specify _____

NONACADEMIC AND EXTRACURRICULAR ACTIVITIES

In what ways will the child have the opportunity to participate in nonacademic/extracurricular activities with their nondisabled peers?

Describe:

If the child will not participate in non-academic/extracurricular activities, explain:

GENERAL FACTORS

HAS THE IEP TEAM CONSIDERED:

The strengths of the child? YES NO

The concerns of the parents for the education of the child? YES NO

The results of the initial or most recent evaluations of the child? YES NO

As appropriate, the results of performance on any state or district-wide assessments? YES NO

The academic, developmental and functional needs of the child? YES NO

Regarding the Third Grade Reading Guarantee, is the child on-track for testing? YES NO NA

STATEWIDE ASSESSMENT AND IEP 2014

IEP Individualized Education Program CHILD'S NAME: _____

LEAST RESTRICTIVE ENVIRONMENT

For School Age:

Does the child attend the school they would attend if not disabled? YES NO

If no, justify:

Does this child receive all special education services with nondisabled peers? YES NO

For Preschool:

Does the child attend a general education setting? YES NO

Does the child receive all of his/her special education and related services embedded within regular classroom routines and activities? YES NO

What prevents the child from receiving special education and/or related services embedded with the regular classroom routines and activities?

What prevents the child from being able to attend a general education setting?

Who provides the child with instruction in the general education curriculum?

STATEWIDE AND DISTRICT WIDE TESTING

Is the child participating in the Alternate Assessment for Students with Significant Cognitive Disabilities (AASCD)? YES NO

Click below for guidance on considering AASCD:
[Ohio AASCD Participation Criteria](#)

Accessibility on district and statewide tests

Will the child participate in district wide and state wide assessments with accommodations? YES NO

For each subject tested in the child's grade, choose the method of assessment below. If "With Accommodations" is chosen for any subject, provide a description of the accommodations for each subject in the right column. Accommodations, if chosen, must apply to all tests taken.

DISTRICT TESTING

(Note: specific test or tests that student will be taking and any differences to allowable accommodations that may be test specific within the classroom across the district)

AREA	ASSESSMENT TITLE	DETAIL OF ACCOMMODATIONS
<input type="checkbox"/> ELA		
<input type="checkbox"/> Mathematics		

STATEWIDE ASSESSMENT AND IEP 2014

Individualized Education Program (IEP) cont.

IEP Individualized Education Program		CHILD'S NAME: _____
<input type="checkbox"/> Science		
<input type="checkbox"/> Social Studies		
<input type="checkbox"/> Other		
2. STATEWIDE TESTING <small>(Note specific tests or tests that student will be taking and any differences in allowable accommodations that may be test specific)</small>		
AREA	ASSESSMENT TITLE	DETAIL OF ACCOMMODATIONS
<input type="checkbox"/> ELA		
<input type="checkbox"/> Mathematics		
<input type="checkbox"/> Science		
<input type="checkbox"/> Social Studies		
<input type="checkbox"/> Other		
<input type="checkbox"/> Check area complete		
EXEMPTIONS		
Third Grade Reading Guarantee (See The Ohio Third Grade Reading Guarantee Guidance Manual for details)		
Applicable <input type="checkbox"/> NA <input type="checkbox"/>		
Does the child have a significant cognitive disability? YES <input type="checkbox"/> NO <input type="checkbox"/>		
If yes , the child is not required to take the reading diagnostic assessment and is, therefore, removed from all the provisions of the Third Grade Reading Guarantee (including retention). If no , the team considered all data and made the following decision (check one): Not to exempt the child from the retention provision of the Third Grade Reading Guarantee <input type="checkbox"/> To exempt the child from the retention provision of the Third Grade Reading Guarantee <input type="checkbox"/>		
Graduation Tests		
Applicable <input type="checkbox"/> NA <input type="checkbox"/>		
Is the child excused from the consequences of not passing required graduation tests? YES <input type="checkbox"/> NO <input type="checkbox"/>		
The child is excused from the consequences of not passing the required graduation tests in the following subject(s):		
Category	Course Title	Justification
Other Assessments		
Applicable <input type="checkbox"/> NA <input type="checkbox"/>		
(Add additional assessment information in this area.)		(Add additional justification information in this area.)

IEP Individualized Education Program		CHILD'S NAME: _____
Assessment	Justification	
<input type="checkbox"/> Check area complete		
(Add additional assessment information in this area.)		(Add additional justification information in this area.)

Individualized Education Program (IEP) cont.

IEP Individualized Education Program (TITLE NAME) _____

MEETING PARTICIPANTS

THIS IEP MEETING WAS:

Face-to-Face Meeting

Video Conference

Telephone Conference/Conference Call

Other _____

IEP REVISION DATE: _____

START: _____

END: _____

DATE OF NEXT IEP REVIEW: _____

IEP MEETING PARTICIPANTS
THE FOLLOWING PEOPLE ATTENDED AND PARTICIPATED IN THE MEETING TO DEVELOP THIS IEP:

NAME (Print)	POSITION	SIGNATURE	DATE

PEOPLE NOT IN ATTENDANCE WHO PROVIDED INFORMATION AND RECOMMENDATIONS

NAME (Print)	POSITION	SIGNATURE	DATE

IF THE GENERAL EDUCATION TEACHER, INTERVENTION SPECIALIST, DISTRICT REPRESENTATIVE OR PERSON KNOWLEDGEABLE ABOUT THE INSTRUCTIONAL IMPLICATIONS OF THE EVALUATION DATA HAVE SIGNED AS NOT IN ATTENDANCE AT THE IEP MEETING, THERE MUST BE A WRITTEN EXCUSE ON FILE.

** THE STUDENT IS A PREFERRED MEMBER UP TO AGE 18 WHEN THEY BECOME A REQUIRED MEMBER UNLESS THERE IS NO TRANSFER OF GUARDIANSHIP.

IEP Individualized Education Program (TITLE NAME) _____

SIGNATURES

INITIAL IEP

I give consent to initiate special education and related services specified in this IEP.*

I give consent to initiate special education and related services specified in this IEP except for **

AREA: _____

I do not give consent for special education and related services at this time.**

PARENT/GUARDIAN SIGNATURE: _____ DATE: _____

IEP ANNUAL REVIEW (Not a Change of Placement)

I agree with the implementation of this IEP.*

I am signing to show my attendance/participation in the IEP team meeting, but I do not agree with the following special education and related services specified in this IEP.**

AREA: _____

** This is a Change of Placement (COP) if you do not agree to consent to the IEP.

PARENT/GUARDIAN SIGNATURE: _____ DATE: _____

IEP REVIEW (Change of Placement)

I give consent for the Change of Placement as identified in this IEP.*

I do not give consent for the Change of Placement as identified in this IEP.**

I revoke consent for all special education and related services.**

PARENT/GUARDIAN SIGNATURE: _____ DATE: _____

PROCEDURAL SAFEGUARDS NOTICE

The parent received a copy of the Procedural Safeguards Notice at the IEP Meeting in the following form:

YES NO IF NO, DATE SENT TO PARENTS: _____

Transfer of Rights at Age of Majority

If the child's 18th birthday, the child and the child's parents or surrogate parent received a copy of their procedural safeguards notice informing them that the transfer of procedural safeguards rights under IDEA will take place on the child's 18th birthday.

CHILD'S SIGNATURE: _____ DATE: _____

PARENT/GUARDIAN SIGNATURE: _____ DATE: _____

COPY OF THE IEP

The parent received a copy of this IEP at the IEP meeting. YES NO IF NO, DATE SENT TO PARENTS: _____

* The district must provide prior written notice to the parents summarizing the outcome of the IEP meeting before implementing the IEP.

** If there is not agreement or consent is revoked, the district must provide prior written notice to the parents.

Individualized Education Program (IEP) cont.

IEP Individualized Education Program	CHILD'S NAME: _____
CHILDREN WITH VISUAL IMPAIRMENTS	
<p><small>This form shall be completed during the IEP meeting for each child who has a visual impairment as defined by Ohio's Amended Substitute House Bill Number 164, which requires a statement specifying one or more reading and writing media in which instruction is appropriate to meet the child's educational needs. A copy of this completed form is part of, and must be attached to, the child's IEP form.</small></p>	
1. Annual assessment of reading and writing skills was conducted with each child in all media considered appropriate. The results of these assessments are included in "Present Levels of Academic Achievement and Functional Performance" on the IEP and indicate both strengths and weaknesses.	YES <input type="checkbox"/> NO <input type="checkbox"/>
2. The IEP contains a requirement for instruction in Braille reading and writing when that medium is appropriate and is indicated by adding "Unified English Braille" as a special service in Section 7.	YES <input type="checkbox"/> NO <input type="checkbox"/>
3. Instruction in Braille reading and writing was carefully considered for the child and parent literature describing the educational benefits of instruction in Braille reading and writing was reviewed by the person developing the child's IEP.	YES <input type="checkbox"/> NO <input type="checkbox"/>
4. The following visual condition(s) was taken into account and discussed in making the above decision:	YES <input type="checkbox"/> NO <input type="checkbox"/>
Condition is degenerative and progressive loss is expected.	YES <input type="checkbox"/> NO <input type="checkbox"/>
Condition is currently unpredictable in nature and will be revisited if change in visual condition is noted.	YES <input type="checkbox"/> NO <input type="checkbox"/>
Condition is temporary and expected to improve.	YES <input type="checkbox"/> NO <input type="checkbox"/>
Condition is stable and will be monitored.	YES <input type="checkbox"/> NO <input type="checkbox"/>
5. Indicate the appropriate instructional media:	
Unified English Braille	YES <input type="checkbox"/> NO <input type="checkbox"/>
Large Print	YES <input type="checkbox"/> NO <input type="checkbox"/>
Regular Print	YES <input type="checkbox"/> NO <input type="checkbox"/>
Tape/audiocassette	YES <input type="checkbox"/> NO <input type="checkbox"/>
Pronouncer	YES <input type="checkbox"/> NO <input type="checkbox"/>
6. Complete if Braille reading and writing ARE appropriate for this item:	
Annual goals provided	YES <input type="checkbox"/> NO <input type="checkbox"/>
Short-term objectives provided	YES <input type="checkbox"/> NO <input type="checkbox"/>
Date of instruction indicated	YES <input type="checkbox"/> NO <input type="checkbox"/>
Frequency and duration of instructional sessions indicated	YES <input type="checkbox"/> NO <input type="checkbox"/>
Level of competency to be achieved annually indicated	YES <input type="checkbox"/> NO <input type="checkbox"/>
Objective determinants used to measure achievement provided	YES <input type="checkbox"/> NO <input type="checkbox"/>
7. Reasons Braille reading and writing ARE NOT appropriate this item:	
Documented visual acuity allowing the child to read large type/regular type	YES <input type="checkbox"/> NO <input type="checkbox"/>
Child is considered a pre-reader	YES <input type="checkbox"/> NO <input type="checkbox"/>
Other	YES <input type="checkbox"/> NO <input type="checkbox"/>
_____	_____

Special Education – IEP Appeal



**COLUMBUS PUBLIC SCHOOLS
SPECIAL EDUCATION - I.E.P. APPEAL**

TEACHER

School _____	Date Submitted _____
Teacher _____	Spec. Education Program _____
Student's Name _____	Date of Birth _____
Date of entry to the class _____	
State specific reasons which formed the basis for the objection: _____ _____	
Recommendation: _____ (Optional)	
Teacher's Signature _____	Date _____

PRINCIPAL

Sign and date below and forward to the appropriate Special Education Supervisor within three (3) days of receipt.	
Principal's Signature _____	Date _____

SUPERVISOR

Date Received _____	Conference Date _____ (must occur within 15 school days)
Disposition _____	
Supervisor's Signature _____	Date _____

TEACHER

To the Principal: Forward this request to the Director of Special Education.	
State objection to Supervisor's disposition: _____	
Recommendation: _____ (Optional)	
Teacher's Signature _____	Date _____

DIRECTOR

Date Received _____	Conference Date _____ (must occur within 15 school days)
Disposition: _____	
Director's Signature _____	Date _____

White: Teacher

Yellow: Special Education

Pink: Principal

Licensed Support Professional (LSP) Performance Rubric



COLUMBUS
CITY SCHOOLS

CCS Licensed Support Professional Performance Rubric



Developed by CCS Licensed Support Professionals,
Teachers on Special Assignment, and Administrators

Licensed Support Professional Performance Evaluation Rubric

Updated 6/17/19

Management and Planning				
1. Organize and Manage (Time, Task, Data Drive- Decision Making)	Ineffective The professional is unable to prioritize time or tasks and is unable to identify any course of action.	Developing The professional occasionally prioritizes time and tasks and may identify a course of action that may not be appropriate.	Skilled The professional prioritizes time and tasks and is able to identify an appropriate course of action based upon federal, state and local initiatives.	Accomplished The professional prioritizes time and tasks and is able to identify and create an appropriate course of action based upon federal, state, and local initiatives.
	The professional exhibits lack of appropriate goal to task connection.	The professional is able to identify his/her goal(s) and demonstrates some strategy, content, and delivery related to those goals.	The professional demonstrates specific strategy, content, and delivery related to measurable goals and tasks.	The professional is able to plan, do and articulate specific strategies, content, and delivery related to measurable goals and tasks and is able to make connections to other initiatives.
	The professional is unable to identify diagnostic, formative, and summative evidence/data to inform planning of practice.	The professional is able to identify some diagnostic, formative, and summative evidence/data and unable to connect the data/system to inform planning of practice.	The professional is able to analyze varied diagnostic, formative, and summative evidence/data to inform planning of practice.	The professional is able to analyze varied diagnostic, formative, and summative evidence/data to inform planning and construct appropriate interventions as well as assist others in making data driven decisions.

2. Knowledge of Context (Content/Professional Standards)	The professional's planning/organization is deficient in specialized content knowledge and is unable to align content knowledge, practice, with federal, state, and local guidelines/initiatives.	The professional's planning/organization identifies the alignment between knowledge and practice and the connections between content knowledge, practice, with federal, state, and local guidelines/initiatives.	The professional's planning/organization demonstrates the alignment between knowledge and practice and can link content knowledge, practice, with federal, state, and local guidelines/initiatives.	The professional's planning/organization will make meaningful and relevant connections between knowledge and practice that explicitly links content knowledge, practice, with federal, state, and local guidelines/initiatives. The professional will assist other colleagues in making these connections.
3. Knowledge of Context (District Initiatives, Administrative and Professional, Culture and Climate)	The professional is unable to identify district initiatives in planning/organization and/or does not see any connection to role.	The professional occasionally aligns role to district initiatives in planning/organization.	The professional aligns role performance in planning/organization in support of district initiatives.	The professional has a clear and complete understanding of major initiatives and his/her role within them. The professional uses this knowledge to frame work from a local to global perspective and assists others with this work.
	The professional follows local, state, and federal organizational guidelines, and occasionally follows professional standards, systems and protocols.	The professional follows local, state, and federal organizational guidelines, and professional standards, systems and protocols.	The professional successfully utilizes and navigates professional, local, state, federal organizational guidelines, and professional standards, systems and protocols.	The professional empowers others to utilize and navigate professional, local, state, and federal organizational guidelines, and professional standards, systems and protocols.

Licensed Support Professional (LSP) Performance Rubric cont.

	The professional does not establish an environment that is fair, respectful, supportive, safe, and inclusive.	The professional inconsistently establishes an environment that is fair, respectful, supportive, safe, and inclusive.	The professional consistently establishes an environment that is fair, respectful, supportive, safe, and inclusive.	The professional models an environment that is fair, respectful, supportive, safe, and inclusive. The professional successfully empowers constituents' growth.
4. Knowledge of Constituents (Diversity, Assets and Needs)	The professional consistently identifies strategies to support diverse populations.	The professional supports diverse populations by consistently treating constituents with fairness, respect, and support.	The professional plans and utilizes culturally relevant strategies, content, and delivery that will meet the needs of individual constituents and groups.	The professional plans and utilizes culturally relevant strategies, content, and delivery that will meet the needs of individual constituents and groups. The professional plans to empower constituent growth and models behavior for others.
	The professional does not collect accurate constituent data/evidence and/or may not connect the evidence to specific strategies and plans.	The professional collects constituent data/evidence but inconsistently uses this information to develop specific strategies and plans.	The professional's analysis of constituent data/evidence (development, backgrounds, group experiences, etc.) accurately connects the data/evidence to specific strategies and plans.	The professional's analysis of constituent data/evidence contributes to the growth of district initiatives. The professional actively solicits colleagues in effective data analysis used in planning.

Delivery and Impact				
	Ineffective	Developing	Skilled	Accomplished
5. Constituent Support (Interest and Support, Linkage to relevant support agencies/resources/empower)	There is little or no evidence of a positive rapport between the professional and constituents.	The professional is fair in the treatment of constituents and establishes a basic rapport with them.	The professional has positive rapport with constituents and demonstrates respect for and interest in their experiences, thoughts, and opinions.	The professional has positive rapport with constituents and demonstrates respect for and interest in their experiences, thoughts, and opinions, being cognizant of the uniqueness of the individual. The accomplished professional models positive interpersonal relations and maintains ongoing relationships.
	The professional rarely seeks resources to support constituents.	The professional identifies and seeks individual, agency, and resources to support constituents from limited sources.	The professional seeks, identifies, and collaborates with individuals, agencies, and resources to develop and/or enhance the network(s) available to support constituents.	The professional seeks, identifies, and collaborates with individuals, agencies, and resources to develop and enhance the network(s) available to support constituents. The professional actively seeks colleagues in collaborating with relevant agencies/resources/personnel.
6. Communication (On-going, Clear, Coherent, Precise and Appropriate)	The professional creates an environment that allow for little or no communication with constituents.	The professional welcomes communication from constituents and replies in a timely manner.	The professional engages in two-way communication to support constituent learning.	The professional engages in two-way, on-going communication with constituents that results in active participation that contribute to continued learning and development.

	The professional's communications are unclear, incoherent, and are generally ineffective. The communication's language is inappropriately matched to the constituents and discourages independent or creative thinking.	The professional's communications are accurate and generally clear but the professional might not fully clarify strategies and some communication language might be inappropriately matched to the constituents leading to confusion.	The professional's communications are clear, coherent, and precise and communication language is appropriate for the constituents. The communication strategies are designed to actively encourage independent, creative, and critical thinking.	The professional's communications are clear, coherent, and precise and communication language is appropriate for the constituents. The communication language is designed to actively encourage independent, creative, and critical thinking. The professional actively seeks colleagues with communication strategies and language.
7. Differentiated Practice (Need-based, Culturally Relevant, Research/Evidence-based)	The professional doesn't attempt to match strategies or materials to individual constituents' needs.	The professional relies on one strategy or set of materials to meet the individual constituents' needs.	The professional matches strategies, materials, and pacing to constituents' individual needs.	The professional matches strategies, materials, and pacing to constituent's individual needs. The professional actively consults colleagues.
	The professional cannot identify strategies to support diverse populations.	The professional supports diverse populations by consistently treating constituents with fairness, respect, and support.	The professional supports diverse populations by utilizing culturally relevant practices to treat constituents with fairness, respect, and support.	The professional supports diverse populations by utilizing culturally relevant practices to treat constituents with fairness, respect, and support. The professional successfully empowers constituent growth.

Licensed Support Professional (LSP) Performance Rubric cont.

	The professional rarely uses research-based materials and information.	The professional inconsistently uses research-based materials and information.	The professional utilizes research-based materials and information to reinforce best practices.	The professional utilizes research-based materials and information to reinforce best practices and successfully empower constituent growth.
8. Use of Data/Evidence (Responsive Services, Formative Evaluation)	The professional rarely uses data to differentiate delivery of services to constituents.	The professional inconsistently uses data to differentiate delivery of services to constituents.	The professional consistently uses data to effectively differentiate delivery of services to constituents.	The professional consistently uses data to effectively differentiate delivery of services to constituents and contribute to the development of colleagues.
	The professional rarely uses data/evidence to evaluate constituents and situations.	The professional inconsistently uses data/evidence to evaluate constituents and situations that may or may not inform future practice while maintaining confidentiality.	The professional consistently uses data/evidence to evaluate constituents and situations to inform future practice while maintaining confidentiality.	The professional consistently uses data/evidence to evaluate constituents and situations to inform future practice and to empower constituent growth while maintaining confidentiality.
9. Evaluation and Impact (Analysis of Constituent Data, Accuracy Connects Data to Practice, Checks for Accuracy and makes changes as needed)	The professional rarely analyzes assessment data to reflect on effectiveness of services.	The professional inconsistently analyzes assessment data to reflect on effectiveness of services.	The professional consistently analyzes assessment data to reflect on effectiveness of services.	The professional consistently analyzes assessment data to reflect on effectiveness of services, empower constituent growth, and mentor colleagues.

	The professional rarely uses assessment results to reflect on practice.	The professional inconsistently uses assessment results and often sees little connection between data/evidence and practice.	The professional uses assessment results to reflect on the connection of data/evidence to practice in order to monitor strategies and behaviors in relation to constituent success.	The professional uses assessment results to reflect on the connection of data/evidence to practice in order to monitor strategies and behaviors in relation to constituent success. The professional uses assessment results to contribute to the empowerment of constituents and mentor colleagues.
	The professional rarely uses assessment results to check for accuracy of practice.	The professional uses assessment results inconsistently to check for accuracy of practice, with adjustments appearing disorganized and/or unpredictable.	The professional consistently uses assessment results to check for accuracy of practice and make adjustments to practice as needed.	The professional consistently uses assessment results to check for accuracy of practice and make adjustments to practice as needed. The professional uses assessment accuracy to contribute to the empowerment of constituents and mentor colleagues.

Professionalism				
10. Professional Responsibilities (Follows regulations, policies, ethical standards and agreement, self-assessment)	ineffective The professional fails to collaborate effectively with students, families, colleagues and/or relevant constituents.	Developing The professional uses a variety of ways to collaborate with students, families, colleagues and/or relevant constituents, but these approaches may not always be appropriate for a particular situation or achieve the intended outcome.	Skilled The professional uses effective strategies for communication with students, families, colleagues and/or relevant constituents to examine problems of practice, analyze appropriate data, and identify targeted strategies.	Accomplished The professional collaborates effectively with students, families, colleagues and/or relevant constituents. The professional collaborates with colleagues to improve individual and team practices by engaging in professional dialogue, feedback, coaching and other collegial learning activities.
	The professional fails to understand and follow regulations, policies, ethical standards, and agreements.	The professional understands ethical and professional standards and related responsibilities, and follows district policies and state and federal regulations.	The professional demonstrates ethical and professional standards and related responsibilities. The professional models and upholds district policies and state and federal regulations.	The professional exemplifies ethical and professional responsibilities, helps colleagues assess laws and policies, and conveys regulations for practice.
	The professional fails to demonstrate evidence of ability to accurately self-assess performance and appropriately identify areas for professional development.	The professional identifies strengths and areas for growth to develop and implement targeted goals for professional growth.	The professional sets data-based, short-term and long-term professional goals and takes action to meet these goals.	The professional determines short- and long-term goals based on on-going self-assessment and analysis of pertinent evidence.

Notice of Special Evaluation

COLUMBUS CITY SCHOOLS
270 East State Street
Columbus, OH 43215

Notice of Special Evaluation Date _____

Dear _____,

This notice is to inform you that your performance, as deemed by the Administrator of _____ School, as a professional in the Columbus City Schools, is in need of a special evaluation in accordance with Article 401.03 of the Agreement between the Columbus Education Association and the Board of Education. The area/areas of alleged unsatisfactory performance are indicated below?

- _____ 1. Teacher Performance
- _____ 2. Pupil Relations
- _____ 3. Management Activities
- _____ 4. Overall Value to the School Program
- _____ 5. Personal Characteristics
- _____ 6. Staff Relations
- _____ 7. Parent-Community Relations
- _____ 8. Professional Growth

Please meet with me in my office at _____ to
Time/Date

arrange a conference concerning this special evaluation. The Special Evaluation conference is to occur within the next two (2) school days.

_____ You are entitled to Association
Special Evaluation Conference Time/Date

Representation at this Special Evaluation conference. The professional's signature below indicates that this notice has been read but does not necessarily indicate agreement with the implications.

Professional

Administrator

See Instructions on the Back

INSTRUCTIONS FOR TEACHER EVALUATION

"Notice of Special Evaluation" Form

The Notice of Special Evaluation shall be handled in the following manner:

1. In accordance with Article 401.03 of the Agreement between the Columbus Education Association and the Board of Education, a professional that is alleged to be unsatisfactory in her/his performance is to first be informed through the notice.
2. A check(s) will indicate the area(s) of alleged unsatisfactory performance.
3. The professional must sign both copies and return one to the building administrator.
4. A conference must be held before an observation or further evaluation. At this conference the professional is entitled to Association representation. The request for the presence of a representative of the Association shall not delay this conference for more than one (1) school day. During the conference the administrator shall identify specific professional performance which resulted in the decision to perform this special evaluation.
5. Following the conference arranged through this notice the evaluation process will follow all stipulations of the Agreement. See especially Articles 401.03 and 401.04.
6. The administrator's copy of the Notice of Special Evaluation shall be attached to the completed Appraisal of the Professional form only when the professional receives one or more unsuccessful ratings as a result of the Special Evaluation process.

Ohio School Counselor (OSCES) Evaluation Rubric

Ohio School Counselor Evaluation System

Assessment of School Counselor Performance

School Counselor Evaluation Rubric

The **School Counselor Evaluation Rubric** is intended to be scored holistically. This means the evaluator will assess which level provides the best overall description of that school counselor. The evaluator will consider evidence gathered during the pre-observation conference, the observation, the post-observation conference, and informal observations of school counselor activities (if applicable) when completing the rubric.

Standard One: Comprehensive School Counseling Program Plan – School counselors collaborate with a variety of stakeholders to develop, implement, evaluate, and improve the school counseling program to meet the needs of all students.				
	Ineffective	Developing	Skilled	Accomplished
	The school counselor cannot articulate components of a comprehensive school counseling program.	The school counselor articulates all components of a comprehensive school counseling program.	The school counselor articulates all components of a comprehensive school counseling program, reflects on future program needs and works to design a plan of implementation.	The school counselor implements all components of a comprehensive school counseling program and frequently reflects on future program development.
	The school counselor does not collaborate with key stakeholders to set the goals, priorities and implementation strategies when a comprehensive school counseling program is being designed.	The school counselor collaborates with key stakeholders on a limited basis to set goals, priorities and implementation strategies that partially align to the school's goals and mission when a comprehensive school counseling program is being designed.	The school counselor collaborates with key stakeholders to set the goals, priorities and implementation strategies that align to the school's goals and mission when a comprehensive school counseling program is being designed.	The school counselor collaborates with key stakeholders to set the goals, priorities and implementation strategies that align to the school's goals and mission when a comprehensive school counseling program is being designed and suggests enhancements and adjustments for program based on needs and results.
	The school counselor identifies no resources to implement the program.	The school counselor identifies resources needed to partially implement the program.	The school counselor identifies resources to fully implement the program.	The school counselor utilizes resources to fully implement the program from an innovative or diverse set of partners.
Evidence				

03/18/2016

Standard Two: Direct Services for Academic, Career and Social-Emotional Development – School counselors provide a continuum of counseling services to assist students in meeting and achieving educational goals and interests for academic, career and social-emotional development.

	Ineffective	Developing	Skilled	Accomplished
	The school counselor lacks knowledge of academic program and/or does not deliver counseling activities and/or experiences that support students' academic progress and goals.	The school counselor uses knowledge of the academic program to plan and deliver counseling activities and/or experiences that support students' academic progress and goals.	The school counselor plans and delivers effective comprehensive counseling activities and/or experiences to support students' academic progress and goals and makes adjustments as needed.	The school counselor plans and delivers effective comprehensive counseling activities and/or experiences in collaboration with stakeholders to support students' academic progress and goals and makes adjustments as needed.
	The school counselor does not deliver developmentally appropriate counseling activities and/or experiences that build students' awareness of Ohio-specific college, career and education options and resources.	The school counselor inconsistently or ineffectively provides developmentally appropriate counseling activities and/or experiences that build students' awareness of Ohio-specific college, career and education options and resources.	The school counselor plans and delivers effective comprehensive counseling activities and/or experiences to support students' awareness of Ohio-specific college, career and education options and resources and makes adjustments as needed.	The school counselor plans and delivers effective comprehensive counseling activities and/or experiences to enhance students' and parents/guardians' awareness of Ohio-specific college, career and education options and resources and makes adjustments as needed.
	The school counselor does not deliver counseling activities and/or experiences that promote student well-being.	The school counselor attempts to deliver counseling activities and/or experiences that promote student well-being with limited success.	The school counselor consistently delivers counseling activities and/or experiences that promote students' social-emotional development and well-being.	The school counselor plans and delivers effective comprehensive counseling activities and/or experiences in collaboration with stakeholders to promote students' social-emotional development and well-being and makes adjustments as needed.
Evidence				

03/18/2016

Standard Three: Student Services, Partnerships and Referrals – School counselors collaborate and consult with stakeholders, community partners and agencies/organizations to coordinate support for all students.

	Ineffective	Developing	Skilled	Accomplished
	The school counselor provides no information on a regular basis to parents/guardians and school personnel for students' academic, career and social-emotional development.	The school counselor provides relevant information upon request to parents/guardians and school personnel for students' academic, career and social-emotional development.	The school counselor provides relevant information on a regular basis through collaboration with parents/guardians and school personnel for students' academic, career and social-emotional development.	The school counselor provides relevant information on a regular basis and initiates collaboration with parents/guardians and school personnel for students' academic, career and social-emotional development.
	The school counselor does not coordinate school and community resources to support students and promote their success.	The school counselor attempts to coordinate school and community resources to support students and promote their success, but has limited success.	The school counselor coordinates school and community resources to support students and promote their success.	The school counselor coordinates school and community resources and positively influences the types of services the partners provide to support students and promote their success.
	The school counselor does not make referrals on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services.	The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services only upon request.	The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services.	The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services and follows up within the guidelines of confidentiality when appropriate.
Evidence				

03/18/2016

Ohio School Counselor (OSCES) Evaluation Rubric cont.

Standard Four: Evaluation and Data - School counselors systematically engage in a cycle of programmatic improvement through data analysis, identification, and implementation of programs, initiatives, projects, and other activities.

Ineffective	Developing	Skilled	Accomplished
The school counselor does not monitor student performance and progress.	The school counselor does limited monitoring of individual and group student performance and progress data to identify gaps and develops some appropriate interventions to enhance or improve student success.	The school counselor monitors individual and group student performance and progress data to identify gaps and develops appropriate interventions to enhance or improve student success.	The school counselor monitors individual and group student performance and progress data to identify gaps and develops appropriate interventions to enhance or improve student success, and fosters student self-monitoring.
The school counselor does not monitor effectiveness of the program.	The school counselor uses some data with minimal effectiveness to conduct program monitoring, assesses implementation and effectiveness, and makes adjustments for program improvement accordingly.	The school counselor effectively uses data to conduct program monitoring, assesses implementation and effectiveness, and makes adjustments for program improvement accordingly.	The school counselor uses comprehensive data to conduct regular program monitoring, assesses implementation and effectiveness, and collaborates with stakeholders to make adjustments for program improvement accordingly.
Evidence			

03/18/2016

Standard Five: Leadership and Advocacy - School counselors use various programs, activities, and projects to promote the support of equitable, safe, inclusive and positive learning environment for all students.

Ineffective	Developing	Skilled	Accomplished
The school counselor does not attempt to establish professional relationships within the school through communication, teamwork, and collaboration.	The school counselor attempts to establish professional relationships within the school through communication, teamwork and collaboration with limited success.	The school counselor establishes and maintains professional relationships within and outside of the school through communication, teamwork and collaboration.	The school counselor establishes and strengthens strategic professional relationships within and outside of the school through communication, teamwork and collaboration.
The school counselor does not advocate for or respond to the needs of diverse populations.	The school counselor attempts to respond to the needs of diverse populations and has demonstrated progress in promoting an inclusive, responsive and safe school environment for its diverse members.	The school counselor effectively advocates for and responds to the needs of diverse populations, resulting in a positive impact on practices that promote an inclusive, responsive and safe school environment for its diverse members.	The school counselor effectively advocates for practices within and outside of the school community and proactively addresses the changing needs of diverse populations, resulting in a positive impact that promotes an inclusive, responsive and safe school environment for its diverse members.
The school counselor is unable to identify community, environmental and institutional factors that enhance or impede development and does not advocate for equity of opportunity for all students.	The school counselor identifies community, environmental, and institutional factors that enhance or impede development but does not advocate for equity of opportunity for all students.	The school counselor identifies community, environmental and institutional factors that enhance or impede development and advocates for equity of opportunity for all students.	The school counselor identifies community, environmental and institutional factors that enhance or impede development and collaborates with stakeholders to advocate for programs, policies and practices that ensure equity of opportunity for all students.
The school counselor does not promote the program or the role of the school counselor in achieving the school's mission and student success.	The school counselor occasionally promotes the program and is beginning to articulate the role of the school counselor in achieving the school's mission and student success.	The school counselor effectively and consistently promotes the program and articulates the role of the school counselor in achieving the school's mission and student success.	The school counselor effectively and consistently promotes the program and articulates the role of the school counselor in achieving the school's mission and student success, and contributes to the advancement of the school counseling profession.

03/18/2016

Standard Six: Professional Responsibility, Knowledge and Growth - School counselors adhere to the ethics, standards of the profession, engage in ongoing professional learning, and utilize their work to meet respective needs.

Ineffective	Developing	Skilled	Accomplished
The school counselor does not adhere to the American School Counselor Association and other relevant ethical standards for school counselors nor the relevant federal, state and local codes and policies.	The school counselor has limited adherence to American School Counselor Association and other relevant ethical standards for school counselors and all relevant federal, state and local codes and policies.	The school counselor adheres to American School Counselor Association and other relevant ethical standards for school counselors and all relevant federal, state and local codes and policies.	The school counselor adheres to American School Counselor Association and other relevant ethical standards for school counselors and all relevant federal, state and local codes and policies. The counselor also helps colleagues access and interpret codes and policies and understand implications.
The school counselor does not engage in self-reflection of practice, review data to set goals for improvement or participate in professional learning.	The school counselor engages in limited self-reflection of practice, reviews minimal data ineffectively to set goals for improvement and participates in professional learning to meet some goals, enhance skills and stay current on professional issues.	The school counselor engages in thoughtful self-reflection of practice, reviews data to set goals for improvement and participates in professional learning to meet goals, enhance skills and stay current on professional issues.	The school counselor engages in thoughtful and ongoing self-reflection of practice, consistently reviews data to set and monitor goals for improvement, and participates in professional learning to meet goals, enhance skills and stay current on professional issues, educating others on learnings when appropriate.
The school counselor does not attend professional meetings not taking to organizations at the local, state or national level.	The school counselor attends professional meetings and/or belongs to organizations at the local, state or national level.	The school counselor actively participates in both professional meetings and organizations at the local, state or national levels.	The school counselor coordinates, facilitates and/or provides leadership in professional meetings and organizations at the local, state or national level.
Evidence			

03/16/2016

Ohio School Counselor (OSCES) Evaluation Rubric cont.

Metric(s) of Student Outcomes	Ineffective	Developing	Skilled	Accomplished
	The school counselor does not collect data nor demonstrate a positive change in students' knowledge, behavior or skills.	The school counselor collects data but cannot demonstrate a positive change in students' knowledge, behavior or skills.	The school counselor clearly demonstrates a positive change in students' knowledge, behavior or skills within at least one student domain.	The school counselor clearly demonstrates a positive change in students' knowledge, behavior or skills within three student domains.
Evidence:				

03/2016

CCS Teacher Performance Evaluation Rubric (OTES)



CCS Teacher Performance Rubric



Source: [The Ohio Teacher Evaluation System](#)
The Ohio Department of Education.

Ohio Teacher Evaluation System

Assessment of Teacher Performance

Teacher Performance Evaluation Rubric

The **Teacher Performance Evaluation Rubric** is intended to be used *holistically*. This means that evaluators will assess which level provides the best overall description of the teacher. The scoring process is expected to occur upon completion of each thirty (30) minute observation and end-conference. The evaluator is to consider evidence gathered during the pre-observation conference, the observation, the post-observation conference, and classroom walk-throughs (if applicable). When consulting the performance rubric, please note that evaluators are not expected to gather evidence on all indicators for each observation cycle. Likewise, teachers should not be required to submit additional pieces of evidence to address all indicators. The professional section of the rubric may use evidence collected during the pre-observation and post-observation conferences as well as information from the Professional Growth and/or Improvement Plan (if applicable).

INSTRUCTIONAL PLANNING		Insufficient	Developing	Satisfy	Exemplary
FOCUS FOR LEARNING (Standard 4: Instruction) Source of Evidence - Pre-Conference Evidence		The teacher does not demonstrate a plan for student learning. Learning objectives are too general to guide lesson planning and are inappropriate for the students, and/or do not address the Ohio standards.	The teacher demonstrates a focus for student learning, develops learning objectives that are appropriate for students and reference the Ohio standards, but do not include measurable goals.	The teacher demonstrates a focus for student learning, with appropriate learning objectives that include measurable goals for student learning aligned with the Ohio standards. The teacher demonstrates the importance of the goal and its appropriateness for students.	The teacher establishes challenging and measurable goals for student learning that align with the Ohio standards and reflect a range of student learner needs. The teacher demonstrates how the goals fit into the broader unit, course, and school goals for student learning and skills.
	ASSESSMENT DATA (Standard 5: Assessment) Source of Evidence - Pre-Conference Evidence	The teacher does not plan for the assessment of student learning or does not utilize student learning data to inform instruction. The teacher does not use or utilize any measure of student performance.	The teacher employs the observational, oral, and summative of various programs, formative, and summative assessments that have not consistently incorporated this knowledge into lesson planning. The teacher uses basic data to measure student performance but does not appropriately vary assessment approaches, or the teacher may have difficulty analyzing data to effectively adjust instructional practice and delivery.	The teacher demonstrates an understanding that assessment is a means of evaluating and improving student learning through effective monitoring of progress, formative, and summative assessments into lesson planning. The teacher employs a variety of formal and informal assessment techniques to collect evidence of student knowledge and skills and analyze data to effectively adjust instructional practice and delivery.	The teacher develops plans, formative and summative assessment tools to obtain the full range of student needs, abilities, and learning styles; incorporates a range of appropriate diagnostic, formative and summative assessments into lesson plans. Student learning needs are accurately identified through an analysis of student data. The teacher can accurately identify student strengths and needs for student growth.

INSTRUCTIONAL PLANNING		Insufficient	Developing	Satisfy	Exemplary
PROF. CONTENT KNOWLEDGE / SKILLS / SKILLS / COMPETENCIES (Standard 2: Student; Standard 3: Content; Standard 4: Instruction) Source of Evidence - Pre-Conference Evidence		The teacher's lesson does not build on or connect to students' prior knowledge, or the teacher does not demonstrate that they are able to do so to how the content connects to previous and future learning.	The teacher makes an attempt to connect the lesson to students' prior knowledge, but the teacher does not fully leverage that in the lesson/learning.	The teacher makes clear and coherent connections with students' prior knowledge and learning goals/competencies to build and refine that lesson.	The teacher uses the broad and connections of learning, background, and other professionals in understanding each learner's prior knowledge and applying that to the lesson. The teacher makes meaningful and relevant connections between lesson content and other disciplines and real-world experiences and connects to real-world opportunities for students to apply learning from different content areas to solve problems.
	Evidence			The teacher plans and prepares instruction to include the required content, concepts, and processes in subject and district curriculum practices and in their delivery.	The teacher plans and prepares instruction that reflects an understanding of the particular relationships among the appropriate content, concepts, and processes in subject and district curriculum practices and in their delivery. The teacher plans and prepares instruction that reflects an understanding of the particular relationships among the appropriate content, concepts, and processes in subject and district curriculum practices and in their delivery. The teacher plans and prepares instruction that reflects an understanding of the particular relationships among the appropriate content, concepts, and processes in subject and district curriculum practices and in their delivery. The teacher plans and prepares instruction that reflects an understanding of the particular relationships among the appropriate content, concepts, and processes in subject and district curriculum practices and in their delivery.

CCS Teacher Performance Evaluation Rubric (OTES) cont.

INSTRUCTIONAL PLANNING				
INSTRUCTIONAL PLANNING	KNOWLEDGE OF STUDENTS (Standard 3: Content) <i>Sources of Evidence: Formal Observations, Classroom Walkthroughs, Informal Observations</i>	The teacher demonstrates a full of knowledge with student backgrounds and needs in order to anticipate student responses.	The teacher demonstrates some familiarity with student background knowledge and experiences and describes one procedure used to assess this information.	The teacher demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information.
	The teacher plans for instruction based on appropriate an understanding of students' backgrounds, abilities, and learning preferences/needs.	The teacher's instructional plan does not include a full analysis of students' background knowledge and experiences and does not describe one procedure used to assess this information.	The teacher's instructional plan does not include an accurate analysis of the students' background knowledge and experiences and does not describe one procedure used to obtain this information.	The teacher's choices of content, data, and activities are not aligned to students' learning and/or content needs.
Exemplary				

Instruction and Assessment					
	Effective	Developing	Skilled	Accomplished	
INSTRUCTION AND ASSESSMENT	LESSON OBJECTIVE (Standard 2: Content, Standard 4: Instruction, Standard 5: Collaboration and Communication) <i>Sources of Evidence: Formal Observations, Classroom Walkthroughs, Informal Observations</i>	A teacher's instructions are precise, followed, or re-stated, and are generally sufficient in leading student understanding. The teacher uses language that fails to engage students, is inappropriate to the context, and/or discourages independent or creative thinking.	Teacher instructions are accurate and generally clear but the teacher may not fully clarify, rephrase, or respond to student questions about content or materials for learning activities in the teacher may use some language that is inappropriate or inappropriate, leading to confusion or learning discussion.	Teacher instructions are directed precisely. The teacher uses developmentally appropriate strategies and language designed to actively engage independent student and critical thinking.	Teacher instructions are clear, followed, and precise. The teacher uses differentiated, developmentally appropriate strategies and language designed to actively engage independent, creative, and critical thinking, including the appropriate use of questions and discussion techniques.
	CHOICES OF EVIDENCE (Formal Observations, Classroom Walkthroughs, Informal Observations)	The teacher fails to address student confusion or frustration and does not use effective questioning techniques during the lesson. The teacher is not actively rechecked.	The teacher re-asks topics about student's confusion, but if not clearly able to provide an effective alternative explanation. The teacher attempts to employ powerful questioning techniques, but may confuse students with the phrasing or timing of questions. The result is primarily teacher-directed.	The teacher effectively addresses confusion by re-asking topics when asked and ensuring comprehension. The teacher employs effective, purposeful questioning techniques during instruction. The result is a balance of teacher-directed instruction and student-led learning.	The teacher proactively anticipates confusion by providing information in multiple formats and checking content before students ask questions. The teacher develops high-level understanding through effective use of a variety of questions. The result is student-led with the teacher in the role of facilitator.
	DIFFERENTIATION (Standard 3: Students, Standard 4: Instruction) <i>Sources of Evidence: Formal Observations, Classroom Walkthroughs, Informal Observations</i>	The teacher does not attempt to make the lesson accessible and challenging for most students, or attempts are developmentally inappropriate.	The teacher relies on a single strategy or materials set of materials to make the lesson accessible to most students though some students may not be able to access certain parts of the lesson and/or steps may not be challenging.	The teacher respond to the learning needs of students through a variety of strategic materials and/or pacing that make learning accessible and challenging for all students in the classroom.	The teacher matches strategies, materials, and/or pacing to student individual needs to make learning accessible and challenging for all students in the classroom. The teacher effectively use independent, collaborative and challenge materials to support individual learning goals and provide varied options for low students with differentiated learning.
	Exemplary				

Instruction and Assessment					
	Effective	Developing	Skilled	Accomplished	
INSTRUCTION AND ASSESSMENT	RESOURCES (Standard 2: Content, Standard 4: Instruction) <i>Sources of Evidence: Formal Observations, Classroom Walkthroughs, Informal Observations</i>	Instructional materials and resources used for instruction are not relevant to the lesson or are inappropriate for students.	The teacher uses appropriate materials to support learning goals, but may not meet individual students' learning needs in actively engage them in learning.	Instructional materials and resources are aligned to the instructional purpose and are appropriate for students' learning skills and needs, actively engaging students.	Instructional materials and resources are aligned to instructional purposes, are varied and appropriate to ability levels of students, and actively engage them in meaningful learning.
	Exemplary				

CCS Teacher Performance Evaluation Rubric (OTES) cont.

Instruction and Assessment		Insufficient	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	CLASSROOM ENVIRONMENT (Standard 1: Student Engagement, Standard 2: Collaboration and Communication)	There is little or no evidence of a positive rapport between the teacher and students. For example, the teacher may respond inappropriately to students or ignore their questions or comments.	The teacher is fair in the treatment of students and establishes a close rapport with them. For example, the teacher addresses students' questions or comments but does not inquire about their specific learning.	The teacher has positive rapport with students and demonstrates respect for and interest in all students. For example, the teacher makes eye contact and connects with individual students.	The teacher has positive rapport with students and demonstrates respect for and interest in individual students' experiences, thoughts and opinions. For example, the teacher responds to questions, individually, and selectively to students' confusion or distress.
	Source of Evidence: Classroom Observations Interviews Student Self-Reflections Classroom Artifacts	There are no visible routines or procedures students seem positive about and they should be doing as an class. Teachers are inefficient with classroom procedures that are not necessary or necessary as frequently designed.	Routines and procedures are in place, but the teacher may inappropriately prompt or direct students about they are positive or safe. The teacher implements classroom learning activities, but inappropriately prompts some environmental time in the classroom.	Routines and procedures are smoothly executed, the teacher and students receive appropriate levels of responsibility for the efficient operation of the classroom. Teachers are efficient and utilize variety. There is evidence of varied learning situations (individual, cooperative learning, small group and independent work).	Routines are well-established and orderly and students' utilize responsibility for the efficient operation of the classroom. Teachers are efficient as the teacher effectively manages classroom time and maximize consistent, collaborative, and cross-stage learning situations.
	Evidence:				

Instruction and Assessment		Insufficient	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	ASSESSMENT RESPONSIBILITIES (Standard 8: Assessment)	The teacher does not routinely use assessment to measure student mastery.	The teacher uses assessment to measure student mastery, but does not differentiate instruction based on this information.	The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly. The teacher uses and is able to anticipate learning objectives and to anticipate learning objectives.	The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly. The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly. The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly.
	Source of Evidence: Pre-Conference Post-Conference Classroom Artifacts Interviews Student Self-Reflections Classroom Artifacts	The teacher rarely or never checks the students' understanding of content. The teacher fails to make adjustments in response to student confusion.	The teacher checks for student understanding and makes attempts to adjust instruction accordingly, but these adjustments may include some additional confusion.	The teacher checks for student understanding and makes adjustments to instruction (content, pace or delivery) accordingly. The teacher responds to student misunderstandings by providing additional clarification.	The teacher routinely checks for understanding and makes adjustments accordingly (content, pace or delivery) accordingly. The teacher responds to student misunderstandings by providing additional clarification.
	Evidence:				

Professionalism		Insufficient	Developing	Skilled	Accomplished
PROFESSIONALISM	PROFESSIONAL RESPONSIBILITIES (Standard 7: Professional Responsibility and Commitment)	The teacher fails to communicate clearly with students and families or collaborate effectively with professional colleagues.	The teacher uses a variety of strategies to communicate with students and families and collaborate with colleagues, but these approaches may not always be appropriate for a particular situation or address the intended audience.	The teacher uses effective communication strategies with students, families and colleagues to address problems of practice, analyze student work, and identify targeted strategies.	The teacher communicates effectively with students, families, and colleagues. The teacher collaborates with colleagues to improve practice and share practices by facilitating professional learning, peer observation and feedback, peer teaching and other learning activities.
	Source of Evidence: Professional Development Plan The classroom Peer conferences Daily communication with others	The teacher fails to understand and follow regulatory policies and agreements.	The teacher understands and follows district policies and state and federal regulations of a minimal level.	The teacher meets ethical and professional responsibilities with integrity and honesty. The teacher meets and upholds district policies and state and federal regulations.	The teacher meets ethical and professional responsibilities and holds colleagues accountable and integrates laws and policies and understands their implications in the classroom.
	Evidence:				

Teacher Pay Plan Change Form

COLUMBUS CITY SCHOOLS
TREASURER'S OFFICE
TEACHER PAY PLAN CHANGE FORM

Full Name – Please Print _____

Employee ID or Social Security Number _____

PLEASE CHOOSE ONE OPTION

I choose the **SCHOOL YEAR PLAN**. I will receive **21 pays** September through **June**.

Signature _____

Do not sign here if you choose the other plan.

Date _____

Pay Plan A

OR

I choose the **TWELVE MONTH PLAN**. I will receive **26 pays** September through **August**.

Signature _____

Do not sign here if you choose the other plan.

Date _____

Pay Plan B

- ◆ This plan will remain in effect through the last pay of the 2008-2009 school year.
- ◆ Changes will be accepted ONLY during open enrollment (April 1 – August 29).


Forward completed form to Payroll Office by Friday, August 29, 2008, 5:00 p.m.

Field Trip Approval Form

FOR SCHOOL USE ONLY

CHECK ONE:

- International Trip _____
- Overnight Trip _____
- Day Trip _____



COLUMBUS CITY SCHOOLS

Field Trip Approval Form

FOR PRINCIPAL USE ONLY

> THIS TRIP IS -

- Denied _____ Date _____ Initials _____
- Approved _____ Date _____ Initials _____

→ ALL REQUESTS MUST BE SUBMITTED 4 WEEKS PRIOR TO TRIP TO BE CONSIDERED FOR APPROVAL *

SUBJECT NAME: _____

PRINCIPAL NAME: _____

TRIP DESTINATION: _____

DATE OF TRIP: _____

SIGNATURE OF TEACHER: _____ **DATE:** _____

SIGNATURE OF PRINCIPAL/ADMIN: _____ **DATE:** _____

SUPERVISING STUDENT MEMBERS (one w cell phone - list number) _____

All field trips will include the total class or group, exceptions to this need to be justified by the Principal.

***** During the field trip emergency medical form should accompany students while away from building.

Signature _____ Date _____

Principal

(Field Trip Approval Form)

Means of Transportation (check all that apply):

- School Bus
- Private Car
- Walking
- Chartered Bus _____ (Name of company)
- Airplane _____ (Name of airline)

Please include funding source for transportation and student admission:

1. Transportation should be charged against this funding source (include funding code here):

Eligible:

- General Fund 001
- Title Funds 572, 573
- Principal's Fund 018
- Private donations - deposited to what account _____

Y	4	3	2	6	5	7	8
ESSE	ESSE	DBI	SEC	SRB	DBS	EL	SRB

Amount \$ _____ P.O. # _____ **NON-ELIGIBLE:** _____

2. **Subsidies/Donations:** _____ per student will be \$ _____

Eligible:

- General Fund 001
- Title Funds 572, 573
- Principal's Fund 018
- Private donations - deposited to what account _____

3	4	3	4	6	3	3	3
ESSE	ESSE	DBI	SEC	SRB	DBS	EL	SRB

Number of Students: _____

Parents (List Names):

1. _____

2. _____

3. _____

EDUCATOR INFO:

As a result of this field trip what are students expected to demonstrate upon return? (Indicate all appropriate GLI's)

Reform Panel & Variance Request Procedures



COLUMBUS CITY SCHOOLS & COLUMBUS EDUCATION ASSOCIATION

Reform Panel & Variance Request Procedures

Waivers from the CEA/Board Collective Bargaining Agreement, Columbus Board of Education Policy, State or Federal Regulation, or District Administrative Practice need to be processed through the Reform Panel Committee.

Basic steps to present to the Reform Panel Committee:

1. Complete the **Variance Request Form-Initial Request** and forward the form with all corresponding documents with original signatures to:

Sandee Donald, 3700 S. High Street, Suite 144

Check the Reform Panel Committee calendar for submission of variance request deadlines. Please note that the date you are approved to present may be changed to a later date should there be a large number of agenda items that have previously been approved for that meeting.

2. Fill out the forms completely, as incomplete forms will delay the process. Please note:

- Item #2, **Variance topic requested** - should contain a title and a brief description of the requested variance even if the attachments explain the request in detail.
- Item #3, **Rationale for Variance** - should contain appropriate documentation and any applicable data that would support your expected student outcomes as a result of the variance.
- Signatures of both the School Principal and Senior Faculty Representative are required to attest that two-thirds of the teaching staff, by secret ballot, voted to support the variance request.
- Variances requiring changes to individual teacher schedules should include:
 - Both the former and requested schedule of the staff member involved
 - A written statement from the staff member confirming their agreement with the contract change(s).
 - The timeframe during which the variance would be in effect, signed by the staff member.

3. Once your **Variance Request Form-Initial Request** has been reviewed for completeness and any additional clarifications addressed, you will be notified of the tentative date that your variance will be presented to the Reform Panel Committee.

4. Approximately 3-4 days before the meeting, you will receive an Agenda of the meeting, indicating the date, time, and location that you are scheduled to appear. All meetings are currently scheduled to take place at CEC (Cabinet Room). You will be advised if there is a change in location.

5. After the request has been presented to the Panel, the originator of the Variance Request will be notified if the variance has been "Approved" or "Denied." The Reform Panel chairs are not voting members of the group. Only those appointed by the chairs or their designees may vote. A copy of the signed Variance Request will be sent to the originator for their file.

Variance - Renewal Request

Variance renewals must be submitted each year. If you intend to renew your approved variance for the following school year you must submit a **Variance Request Form**. Please note, continuation of a variance requires a two-thirds vote of your building staff supporting the continuation and an appearance before the Reform Panel Committee. Your presentation will include a brief report of the success/status of your waiver for requesting continuation and data that supports the variance.

REFORM PANEL MEETING DATES: SCHOOL YEAR 2019-20

All Meetings to be held at CEC Cabinet Room starting at 4:00

VARIANCE REQUEST DUE DATE <i>(to Sandee Donald)</i>	AGENDA REVIEW <i>(Superintendents & CEA President)</i>	REFORM PANEL MEETING
September 12 th	September 16 th	September 18 th
October 4 th	October 11 th	October 16 th
November 8 th	November 15 th	November 20 th
December 6 th	December 13 th	December 18 th
January 7 th	January 10 th	January 15 th
February 7 th	February 14 th	February 19 th
March 6 th	March 13 th	March 18 th
April 3 rd	April 10 th	April 15 th
May 8 th	May 15 th	May 20 th
June 5 th	June 12 th	June 17 th

NOTE: There is no July meeting.

Reform Panel Variance Request Form



REFORM PANEL VARIANCE REQUEST FORM 2019-2020

School/Department Name: _____ Implementation Year: _____

Check One:

New School Request Renewal School Request New District Request Renewal District Request

1. Requesting variance from (check one):

<input type="checkbox"/> CEA/Board Collective Bargaining Agreement	Article No:
<input type="checkbox"/> Columbus Board of Education Policy	Policy Number:
<input type="checkbox"/> State or Federal Regulation	Code/Regulation Number:
<input type="checkbox"/> District Administrative Practice	Briefly Note:

2. Description of variance requested. Please be specific (attach additional sheets if necessary).

3. Rationale for Variance (attach additional sheets if necessary):

4. Expected student outcomes as a result of variance (attach additional sheets if necessary):

5. Variances requiring changes in individual teacher schedules **should be attached** with a written statement from the teachers involved stating they are in agreement with the contract changes.

6. **At least 2/3 or 66.7% of the teaching staff, by secret ballot, must vote to support this Variance Request.**

VOTES: For _____ Against _____ Abstentions _____ Absences _____ = _____ %

Principal or Chair, Site-Based _____ (date) CEA Senior Faculty Representative _____ (date)

Print Name _____ Print Name _____

REFORM PANEL ACTION

Date of Reform Panel Action: _____

<input type="checkbox"/> Variance Approved as Submitted	<input type="checkbox"/> Variance approved as modified (see below)	<input type="checkbox"/> Variance Denied	<input type="checkbox"/> Complete and Submit State Waiver Request
---	--	--	---

Modifications/Explanation: _____

Superintendent _____ (date) CEA President _____ (date)

Part IV

Index to the Master Agreement

Note: *Italicized index items are those that appear in headline or subheadline format in the actual contract including article and section titles.*

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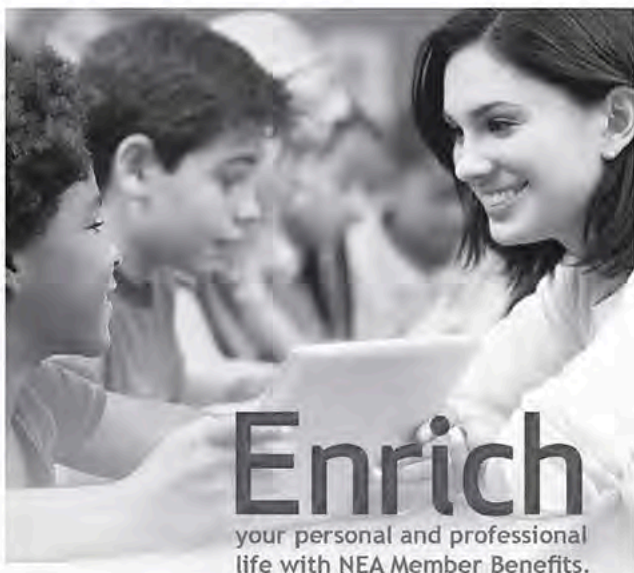
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