

AGREEMENT

Between

**COLUMBUS CITY SCHOOLS
AND
COLUMBUS EDUCATION ASSOCIATION**

2017-2019

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MASTER AGREEMENT

This Agreement entered into at Columbus, Ohio, and effective on the 21st day of August in the year 2017, 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 his/her 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 and program 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.

Article 109

Rights of the Association

109.01 The President of the Association or his/her 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 his/her 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 his/her position, receiving an unpaid leave of absence, leaving a

bargaining unit position or terminating his/her 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 printout 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 and service fees 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, TBS and agency fees 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 bi-weekly 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 his/her 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 his/her 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 sections(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 timelines 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 his/her 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 his/her 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 his/her 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 his/her 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 his/her 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.

Article 112

Agency Fee

112.01 All teachers who are not members of the Association shall pay a monthly agency fee equivalent to the monthly dues uniformly required of such members, not including initiation fees, fines or assessments, as certified by the Association to the Treasurer before each school year and as further necessary to be accurate. Such payment shall be subject to a rebate procedure provided by the Association meeting all requirements of applicable state and federal law.

112.02

- A. Agency fees shall be automatically deductible in twelve (12) equal installments beginning with the first pay date after January 15.
- B. The prorated balance due shall be deducted from the final paycheck of a non-member teacher resigning his/her position, receiving an unpaid leave of absence, leaving a bargaining unit position or terminating his/her employment after the opening of school.
- C. The Association will compensate the Board in the amount of fifteen cents (\$.15) per nonmember deducting teacher per year for the payroll deduction service to be deducted from the first deduction period each school year.
- D. The Board will provide the Association with a single printout showing the non-member teachers from whom such agency fees were deducted. This itemized statement with a transmittal letter will be prepared monthly.

112.03 The foregoing provisions regarding agency fees shall be subject to all requirements of Ohio Revised Code, Section 4117.09 (C) and all other applicable law of like subject matter.

112.04 The Association shall indemnify the Board, its members, and its administrative and supervisory employees, including but not limited to, the Treasurer (all hereinafter,

“the indemnitees”), for, and hold them harmless from, any and all liability, damages and expenses, including but not limited to, legal fees at customary rates in the community and costs, directly or indirectly incurred by the indemnitees, or any of them, because of any legal action or administrative claim brought against them as a result of the provisions of this article.

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

Prior to June 1 of each school year, the teachers in each of the six (6) designated departments in each regular high school and the Alternative High Schools may meet and elect one or more consenting candidates as nominees for the position of department chairperson in each of their respective departments. 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 for the following school year. 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 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 and 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 his/her 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 to complement the teacher's instruction.

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 only to the administrative complaint procedures at the appropriate local, state and federal agencies.

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 will 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.

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.

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 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 his/her 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 his/her injuries in writing to the Office of Human Resources, if possible, and upon request release his/her 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 he/she 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. The committee shall make written recommendations to the Superintendent on strategies for success for all students in a safe and educationally sound environment. The recommendations shall be issued by May 1, 2018, with a copy to any policy group formed pursuant to Ohio Revised Code Section 3321.191 (adoption of policy regarding student absences; intervention strategies). The Superintendent and Board shall implement by 2018-19 the recommendations they believe are feasible and appropriate to implement at that time.

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 possible. 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 three-quarters of the supplemental hourly rate [$6 \times (3/4 \times \text{supplemental hourly rate})$] per day divided equally among the teachers receiving the students.

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

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

In cases of a sudden illness or an emergency which requires a teacher to leave after the work day has started and said teacher is charged sick leave or personal leave as defined in 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) text-book 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 his/her 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. Reports to parents under the nine-week grade report system shall also include certain interim progress reports (outlined below) to be issued approximately in the middle of the grading periods. During the first two grading periods, elementary teachers shall complete such interim progress reports for each student. During the first grading

period of each course, middle and high school teachers shall complete such interim progress reports for each student. Thereafter, interim progress reports shall be required for elementary students and for middle and high school students for one or more of the following reasons:

- A. Unsatisfactory academic performance
- B. Discipline problems
- C. Irregular attendance

Elementary and middle school teachers may utilize conferences occurring on the parent conference day provided in Section 210.01 in place of required interim reports during such grading periods.

210.04 The form(s), procedures, and timelines used for interim progress reports to parents shall be primarily the same one used during the 1991-92 school year unless modified by mutual agreement of the parties. Minor adjustments to the software that produce non-substantive changes are not considered modifications.

210.05 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.

210.06 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 there 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 continue its work and report any recommendations to the elementary executive directors and Superintendent.

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 his or her 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 he/she has heard and seen at the hearing, the conciliator will issue a decision within ten (10) calendar days. He/she 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 Executive Director of Human Resources, or his/her designated representative from the Human Resources Department, concerning the basis for this transfer. The teacher involved may be accompanied by an Association representative of his/her 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 or more job fairs may be held before the start of the school year. Persons may bid for vacancies on the basis of certification and seniority. The Human Resources Department shall make the final assignment decisions. Vacancies filled through job fair(s) 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.

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).

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 classes) 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). For class size purposes, mainstreamed special education students shall be counted the same as the percent of the pupil day they spend in a regular classroom.
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 or a given teacher's class load may exceed such maximums as an alternative to reorganization of the classes within the given school. For class size purposes in self-contained classes, mainstreamed special education students shall be counted the same as the percent of the pupil day they spend in a regular classroom.
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

A. Full-time teachers 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.

B. The District shall continue to provide elementary teacher preparation time (averaging 45 minutes/day) consistent with 302.02(A). During the 200-2001 school year, the Superintendent/designee shall designate some elementary schools to pilot forty-five (45) minute staff-collaboration periods per week. Staff collaboration periods may be by grade levels (primary/intermediate) or grades. The Superintendent/designee shall solicit input from the ABC at each school, recommended to be included in the pilot. The Building principal and the ABC shall jointly author the final Elementary School Collaboration Time Report, including a school recommendation from each school. A copy of the final Elementary School Collaboration Time Report shall be distributed to the Superintendent/designee, the CEA President/designee and the Director of Labor Relations on or before June 1, 2001.

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 Each elementary staff shall conduct a written ballot to determine whether there shall be one (1) or two (2) fifteen-(15) minute recesses per day. Recess takes place mid-morning or midafternoon, 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. However, a change in that status quo can only be implemented after the first two (2) work days of the regular school year with the principal's concurrence.

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.

305.3 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.**

Chapter 400

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 1000, 1100, 1200 or 1300 of the Master Agreement.
- B. The Superintendent shall make decisions and take actions to implement this provision in the variety of instructional assignments and environments in the District. This authority shall be exercised through the Joint Evaluation Panel (JEP) of CEA and the Board, established by a Memorandum of Agreement between the parties.
- C. The following exceptions exist to the annual evaluation requirement:
1. A teacher who receives a rating of "Accomplished" on his/her most recent evaluation shall be evaluated at least once every three (3) school years, so long as the teacher's student academic growth measure for the most recent school year for which data is available is average or higher, as determined by the Department of Education.
 2. A teacher who receives a rating of skilled on the teacher's most recent evaluation shall be evaluated at least once every two (2) years, so long as the teacher's student academic growth measure for the most recent school year for which data is available is average or higher, as determine by the department of education.
 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 his/her evaluation shall be through the Joint Evaluation Panel and expedited arbitration pursuant to the Memorandum of Agreement with the CEA.
- E. Development of growth plans or improvement plans shall be as follows:

1. Teachers with above expected levels of student growth for the previous year will develop a professional growth plan.
2. Teachers with expected levels of student growth for the previous year will develop a professional growth plan collaboratively with their credentialed evaluator.
3. 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.
4. New teachers to Columbus City Schools and in the PAR program will develop an improvement plan with their PAR consulting teacher.
5. Teachers who are not in PAR and who have no student growth measure rating for the previous year will develop a professional growth plan.

401.02

A. An evaluator must be a 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 his/her evaluator.

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

401.05 Special Evaluation:

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 his/her intent in writing on a form mutually agreeable to the Board and the Association. Such notification shall set forth the specific areas of alleged seriously unsatisfactory performance. Following such notification, the administrator shall evaluate the teacher's performance under this paragraph. The administrator will observe the teacher at least twice. Each

observation will be for at least thirty (30) minutes. A conference shall be held between the administrator and the teacher to discuss the teacher's performance prior to any final action by the administrator. The teacher may be accompanied or represented by an Association representative at such conference and shall have three (3) days prior notification of the conference. In such conference, the principal may be accompanied by a board representative if the teacher is accompanied in such conference. Final administrative action in regard to the alleged seriously unsatisfactory performance shall not conflict with any provision of this Agreement.

B. Unusual Condition – If conditions threaten the physical or emotional well-being of pupils or when conditions result in a significant disruption or, 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 his/her limited contract non-renewed without accomplishment of a special evaluation and without accomplishment of such regular evaluations as are required by this article, provided that nothing in this Agreement shall require 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

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

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 reemployed 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 his/her designee shall be guaranteed the right to examine and review his/her personnel file. Prior arrangements for such examination shall be made with the administrator of Human Resources or his/her 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 his/her 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 his/her 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 his/her 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 his/her 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 Columbus 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.

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.

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.

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 judgement 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 his/her 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 his/her 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.

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 teacher shall be credited with five (5) days of sick leave, which may be used in case any such employee is unable to work because of personal illness or illness or death in his/her immediate family, after beginning his/her employment but before he/she 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 he/she 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 teacher 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 teacher in the Columbus School System returns to the employ of the Board, his/her 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. Up to twenty (20) consecutive school days, or up to thirty (30) consecutive school days if the teacher is required to travel to another country for the adoption, may be taken as sick leave at the time of legal adoption of a child.

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 his/her 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 his/her absence is expected to be continuous for a period in excess of two weeks (10 school days), or when an absence has been continuous for such a period, the teacher shall advise 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 his/her principal or school clerk by 2p.m on the day before he/she wishes 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 his/her designee on Sunday or the last vacation day not later than 7 p.m. that he/she 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 he/she 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 he/she 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 his/her 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

Severe 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 his or her 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 his/her duties, the teacher, or someone acting in his/her behalf, must request in writing the reinstatement of said teacher to the staff. In requesting reinstatement, said teacher does not forfeit his/her right to request an extension of his/her 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 his/her 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 his/her 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 his/her position has been filled by a substitute teacher.

702.02 Maternity/Paternity/Adoptive Leave

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:

- A. 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.
- B. 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
- C. The request for adoptive leave shall be accompanied by a statement from the adoption agency.
- D. 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 employees a new teacher for such vacancy.
- E. The teacher shall notify the administrator of Human Resources, in writing, of his/her intention to return to service at least 120 days before he/she expects to resume his/her 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.
- F. 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 he/she 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 professional 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 his/her employment with the Columbus City Schools shall be considered to have terminated his/her contract. Reinstatement to active paid status following either of the above types of leaves shall be considered to have terminated his/her 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 he/she 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 judgement 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 state 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 his/her principal or

immediate supervisor twenty-four (24) hour advance notice of his/her 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 his/her 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 his/her 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 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, he/she shall file with the Superintendent official evidence of his/her 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 professional 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 their sabbatical leaves. Within sixty (60) days after the expiration of his/her leave, a teacher will make a written report to the Superintendent detailing the use which was made of his/her 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 April 30 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 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 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 his or her 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 Scholl 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.

Board Contribution Plan Coverage of Benchmark Plan Cost

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
- Plague 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:

Exam.....once every 24 months
 Lenses.....once every 24 months
 Frames.....once 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.

<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 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

The benefits provided in Articles 806, 807, 808, and 809 shall be effective for newly employed members of the bargaining unit on the first day of the month indicated on

the schedule of payroll and deductions dates on the line corresponding to the first earnings period in which the new employee works. Such benefits shall terminate on the last day of the month indicated on the schedule of payroll and deduction dates on the line corresponding to the last earnings period in which the employee worked. Coverage for members of the bargaining unit electing coverage under Article 805 shall be in accordance with the schedules above.

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.

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

TEACHER SALARY SCHEDULE Effective 2017-18 School Year							
<small>(Increase of 1.5% from 2016-17 school year - standard rounding rules apply)</small>							
YRS	Pre License Bachelor's Degree	Bachelor's Degree	Bachelor's Plus	Masters Degree	Masters Plus	PHD	YRS
0	\$32,930	\$41,316	\$42,514	\$45,820	\$46,687	\$49,675	1
1	\$32,930	\$41,316	\$42,514	\$46,729	\$47,637	\$50,686	1
2	\$34,251	\$42,969	\$44,208	\$47,697	\$48,588	\$51,698	2
3	\$35,614	\$44,704	\$45,985	\$49,598	\$50,530	\$53,764	3
4	\$37,061	\$46,481	\$47,803	\$51,521	\$52,513	\$55,874	4
5	\$38,507	\$48,399	\$49,745	\$53,587	\$54,619	\$58,115	5
6	\$40,076	\$50,281	\$51,728	\$55,736	\$56,810	\$60,445	6
7	\$40,076	\$52,264	\$53,794	\$57,966	\$59,082	\$62,869	7
8	\$40,076	\$54,373	\$55,942	\$60,280	\$61,479	\$65,413	8
9	\$40,076	\$56,562	\$58,173	\$62,677	\$63,916	\$68,006	9
10	\$40,076	\$58,793	\$60,487	\$65,196	\$66,477	\$70,732	10
11	\$40,076	\$61,148	\$62,924	\$67,800	\$69,122	\$73,546	11
12	\$40,076	\$63,627	\$65,445	\$70,526	\$71,890	\$76,491	12
13	\$40,076	\$66,147	\$68,048	\$73,336	\$74,782	\$79,568	13
14	\$40,076	\$68,792	\$70,774	\$76,270	\$77,756	\$82,733	14
15	\$40,076	\$71,560	\$73,625	\$79,433	\$81,003	\$86,181	15
16	\$40,076	\$71,735	\$73,801	\$79,713	\$81,283	\$86,461	16
17	\$40,076	\$71,911	\$73,976	\$79,889	\$81,459	\$86,636	17
18	\$40,076	\$71,911	\$73,976	\$79,889	\$81,459	\$86,636	18
19	\$40,076	\$72,705	\$74,771	\$80,683	\$82,255	\$87,432	19
20	\$40,076	\$73,500	\$75,566	\$81,478	\$83,048	\$88,226	20
21	\$40,076	\$73,500	\$75,566	\$81,478	\$83,048	\$88,226	21
22	\$40,076	\$73,500	\$75,566	\$81,478	\$83,048	\$88,226	22
23	\$40,076	\$74,719	\$76,785	\$82,697	\$84,268	\$89,446	23
24	\$40,076	\$75,939	\$78,005	\$83,917	\$85,487	\$90,665	24
25	\$40,076	\$75,939	\$78,005	\$83,917	\$85,487	\$90,665	25
26	\$40,076	\$75,939	\$78,005	\$83,917	\$85,487	\$90,665	26
27	\$40,076	\$77,625	\$79,691	\$85,604	\$87,174	\$92,352	27
28	\$40,076	\$79,311	\$81,377	\$87,289	\$88,859	\$94,037	28
29	\$40,076	\$79,311	\$81,377	\$87,289	\$88,859	\$94,037	29
30	\$40,076	\$81,075	\$83,141	\$89,054	\$90,624	\$95,802	30
31	\$40,076	\$82,839	\$84,905	\$90,817	\$92,387	\$97,565	31

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

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

TEACHER SALARY SCHEDULE Effective 2018-19 School Year							
(Increase of 1% from 2017-18 school year - standard rounding rules apply)							
VRS	Pre License Bachelor's Degree	Bachelor's Degree	Bachelor's Plus	Masters Degree	Masters Plus	PHD	VRS
0	\$33,259	\$41,729	\$42,939	\$46,278	\$47,154	\$50,172	1
1	\$33,259	\$41,729	\$42,939	\$47,196	\$48,113	\$51,193	1
2	\$34,594	\$43,399	\$44,650	\$48,113	\$49,074	\$52,215	2
3	\$35,970	\$45,151	\$46,444	\$50,033	\$51,035	\$54,301	3
4	\$37,431	\$46,946	\$48,281	\$52,037	\$53,038	\$56,432	4
5	\$38,892	\$48,823	\$50,243	\$54,123	\$55,165	\$58,606	5
6	\$40,477	\$50,784	\$52,246	\$56,293	\$57,378	\$61,050	6
7	\$40,477	\$52,787	\$54,332	\$58,545	\$59,673	\$63,492	7
8	\$40,477	\$54,916	\$56,501	\$60,883	\$62,093	\$66,067	8
9	\$40,477	\$57,128	\$58,754	\$63,304	\$64,555	\$68,686	9
10	\$40,477	\$59,381	\$61,092	\$65,848	\$67,142	\$71,440	10
11	\$40,477	\$61,759	\$63,553	\$68,478	\$69,813	\$74,281	11
12	\$40,477	\$64,264	\$66,100	\$71,232	\$72,609	\$77,256	12
13	\$40,477	\$66,808	\$68,728	\$74,069	\$75,530	\$80,364	13
14	\$40,477	\$69,480	\$71,482	\$77,033	\$78,534	\$83,560	14
15	\$40,477	\$72,275	\$74,361	\$80,227	\$81,813	\$87,042	15
16	\$40,477	\$72,452	\$74,539	\$80,510	\$82,096	\$87,325	16
17	\$40,477	\$72,630	\$74,716	\$80,688	\$82,273	\$87,503	17
18	\$40,477	\$72,630	\$74,716	\$80,688	\$82,273	\$87,503	18
19	\$40,477	\$73,433	\$75,519	\$81,490	\$83,077	\$88,306	19
20	\$40,477	\$74,235	\$76,321	\$82,293	\$83,879	\$89,108	20
21	\$40,477	\$74,235	\$76,321	\$82,293	\$83,879	\$89,108	21
22	\$40,477	\$74,235	\$76,321	\$82,293	\$83,879	\$89,108	22
23	\$40,477	\$75,466	\$77,553	\$83,524	\$85,111	\$90,340	23
24	\$40,477	\$76,699	\$78,785	\$84,756	\$86,342	\$91,572	24
25	\$40,477	\$76,699	\$78,785	\$84,756	\$86,342	\$91,572	25
26	\$40,477	\$76,699	\$78,785	\$84,756	\$86,342	\$91,572	26
27	\$40,477	\$78,401	\$80,488	\$86,460	\$88,046	\$93,275	27
28	\$40,477	\$80,104	\$82,190	\$88,162	\$89,748	\$94,977	28
29	\$40,477	\$80,104	\$82,190	\$88,162	\$89,748	\$94,977	29
30	\$40,477	\$81,886	\$83,972	\$89,945	\$91,531	\$96,760	30
31	\$40,477	\$83,668	\$85,754	\$91,725	\$93,311	\$98,540	31

Article 903

Supplemental Hourly Rate

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

Article 904

Full-Time Hourly Professional Employees

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

Effective July 1, 2017:

<u>Years of Experience</u>	<u>Hourly Rate</u>
0, 1 or 2	\$35.29
3	35.94
4 or 5	36.60
6	37.27
7 or more	37.95

Effective July 1, 2018:

<u>Years of Experience</u>	<u>Hourly Rate</u>
0, 1 or 2	\$35.64
3	36.30
4 or 5	36.97
6	37.64
7 or more	38.33

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: 6 or more hours per day, 5 days per week and 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, he/she 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%

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 six (6) department chairperson positions designated at each regular high school and the Alternative High School except that the position of department chairperson shall not be required where there are less than five (5) full-time equivalent teachers in a given department. Department chairpersons must attend monthly, off-site, department meetings.

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 his 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 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. The pay for service provided immediately prior to the school year shall be with the first plan A pay date during the school year, and the pay date for service provided immediately following the school year shall be with the first summer school pay date upon approval by the principal/supervisor that the psychologist has done that number of full day(s) of extended service work. An extended work year, in addition to such four (4) weeks, is not prohibited on a voluntary basis.

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

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 he/she 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 his/her 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 he/she 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 measurers 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.

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 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.

insurance as set forth in Section 109.03(l)(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 his/her 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 he/she deems 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., he/she 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(l)(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., he/she 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 2017-2018 school year:

<u>Years of Experience</u>	<u>Hourly Rate</u>
0, 1 or 2	\$32.33
3, 4 or 5	33.44
6, 7 or 8	34.61
9 or more	35.76

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

<u>Years of Experience</u>	<u>Hourly Rate</u>
0, 1 or 2	\$32.65
3, 4 or 5	33.78
6, 7 or 8	34.96
9 or more	36.12

"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, 112, 202.05, 401.17, 802, 810 (except 810.02(B)), 813, 901.13, Chapter 1400 (except 1401.03), Chapter 1500.

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 2017-2018 school year	\$32.33
First teacher work day 2018-2019 school year	32.65

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 she or he enrolls, 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 his/her 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, 112, 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, 816, 901.13, 1401 (except 1401.03 and 1401.06), and Chapter 1500.

Article 1112

Agreement

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

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, 112, 202.05, 401.17, 802, 813, 901.13, 901.14, chapter 1400 (except 1401.03), Chapter 1500.

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

Chapter 1300

Article 1301

Part-Time Employees

1300.01 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.

1300.02 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 her/his 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.

1300.03 The following provisions, and only the following provisions of this Agreement, apply to part-time teachers: Articles 102, 103, 104, 105, 106, 110, 111, 112 Section 109.02 and Section 109.03(A-H). 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 2017-2018 School Calendar

School Month	M	T	W	TH	F	Holidays In School Year	Prof. Mtgs & Records Days	Teacher-Parent Conferenc	Days of No School	No. Days School Open	
Aug 21-	21	22	23	24	25		2				
Sept 15	28	29	30	31	1						
First	4	5	6	7	8	1				17	
Sept 18-	11	12	13	14	15						
Oct 13	18	19	20	21	22		1				
Second	25	26	27	28	29						
Oct 16-	2	3	4	5	6						
Nov 10	9	10	11	12	13					19	
Third	16	17	18	19	20		1				
Nov 13-	23	24	25	26	27		1				
Dec 8	30	31	1	2	3			1			
Fourth	6	7	8	9	10		1			17	
Nov 13-	13	14	15	16	17						
Dec 8	20	21	22	23	24	1		1	1		
Fourth	27	28	29	30	1						
Dec 11-	4	5	6	7	8					17	
Jan 19	11	12	13	14	15						
Fifth	18	19	20	21	22*	(* Winter recess- Dec. 23 - Jan. 7 Inclusive)					
Jan 22-	8	9	10	11	12						
Feb 16	15	16	17	18	19					20	
Total	(First Semester)					2	6	1	1	90	
Jan 22-	22	23	24	25	26		1				
Feb 16	29	30	31	1	2						
Sixth	5	6	7	8	9						
Feb 19-	12	13	14	15	16					19	
Mar 16	19	20	21	22	23			1			
Seventh	26	27	28	1	2						
Mar 19-	5	6	7	8	9						
Apr 13	12	13	14	15	16					19	
Eighth	19	20	21	22	23						
Apr 16-	26	27	28	29*	30						
May 11	2	3	4	5	6				1		
Ninth	9	10	11	12	13				5		
Apr 16-	16	17	18	19	20						
May 11	23	24	25	26	27						
Tenth	30	1	2	3	4						
May 14-	7	8	9	10	11					20	
June 1	14	15	16	17	18						
May 14-	21	22	23	24	25						
June 1	28	29	30	31	1						
Tenth	28	29	30	31	1	1				14	
Total	(Second Semester)					2	0	1	6	86	
TOTAL	(Both Semesters)					4	6	2	7	176	
(Teacher Contract Year)										195	

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 21 and 22 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

2017-2018 School Calendar

First Semester

Begins.....August 21, 2017
Professional Meeting.....August 21, 2017
Professional Meeting.....August 22, 2017
Students Report.....August 23, 2017
Kindergarten Orientation.....August 23-25, 2017
Labor Day.....September 4, 2017
Professional Development Day.....September 22, 2017
Professional Development Day.....October 20, 2017
Records Day.....October 25, 2017
Professional Development Day.....November 7, 2017
Parent Conference Day.....November 22, 2017
Thanksgiving Holiday.....November 23, 2017
Thanksgiving Friday.....November 24, 2017
Schools Close ½ hour early.....December 22, 2017
Winter Recess.....Sat., December 23, 2017- Sun., January 7, 2018
School Resumes.....January 8, 2018
Martin Luther King Day.....January 15, 2018
First Semester Ends.....January 19, 2018

Second Semester

Second Semester Begins.....January 22, 2018
Records Day.....January 24, 2018
Parent Conference Day.....February 19, 2018
Schools Close ½ hour early.....March 29, 2018
Spring Recess.....Fri., March 30, 2018 – Sun., April 8, 2018
School Resumes.....April 9, 2018
Memorial Day.....May 28, 2018
Last Day of Student Attendance.....May 31, 2018
Records Day.....June 1, 2018
Second Semester Ends.....June 1, 2018

Pay for Days Schools Are Not in Session

August 21, 2017.....Professional Meeting
August 22, 2017.....Professional Meeting
September 4, 2017.....Labor Day
November 23, 2017.....Thanksgiving Holiday
November 24, 2017.....Thanksgiving Friday
January 15, 2018.....Martin Luther King Day
March 30, 2018.....Spring Recess
April 2, 2018.....Spring Recess
April 3, 2018.....Spring Recess
April 4, 2018.....Spring Recess
April 5, 2018.....Spring Recess
April 6, 2018.....Spring Recess
May 28, 2018.....Memorial Day
June 1, 2018.....Records Day

Article 1403

2017-2018 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

From	Through	DUEN PAYROLL	Notes	Insurance, TBS & Annuitant		Organization Dues		Service Fees		Charities	
				TCH A SCH YR	TCH B 12 MON	TCH A ADMIN	TCH B CLASS	TCH A TCH B	TCH A TCH B	TCH A TCH B	SCH YR 12 MON ADMIN
07/28/17	08/13/17	08/14/17	06/25/17	1st	<Oct	1st	1st	1st	1st	1st	1st
08/12/17	08/25/17	08/28/17	08/08/17	2nd	<Oct	2nd	2nd	2nd	2nd	2nd	2nd
08/28/17	09/05/17	09/11/17	09/22/17	3rd	<Nov	3rd	3rd	3rd	3rd	3rd	3rd
09/05/17	09/22/17	09/28/17	10/08/17	4th	<Nov	4th	4th	4th	4th	4th	4th
09/23/17	10/05/17	10/08/17	10/20/17	5th	<Dec	5th	5th	5th	5th	5th	5th
10/07/17	10/20/17	10/23/17	11/03/17	6th	<Dec	6th	6th	6th	6th	6th	6th
10/23/17	11/03/17	11/06/17	11/17/17	7th	<Jan	7th	7th	7th	7th	7th	7th
11/04/17	11/17/17	11/17/17	12/01/17	8th	<Jan	8th	8th	8th	8th	8th	8th
11/18/17	12/01/17	12/04/17	12/15/17	9th	<Feb	9th	9th	9th	9th	9th	9th
12/02/17	12/15/17	12/15/17	12/29/17	10th	<Mar	10th	10th	10th	10th	10th	10th
12/15/17	12/29/17	01/02/18	01/12/18	11th	<Mar	11th	11th	11th	11th	11th	11th
01/13/18	01/26/18	01/29/18	02/09/18	12th	<Apr	12th	12th	12th	12th	12th	12th
01/27/18	02/09/18	02/12/18	02/23/18	13th	<Apr	13th	13th	13th	13th	13th	13th
02/13/18	02/23/18	02/26/18	03/09/18	14th	<May	14th	14th	14th	14th	14th	14th
02/24/18	03/09/18	03/12/18	03/22/18	15th	<May	15th	15th	15th	15th	15th	15th
03/10/18	03/22/18	03/23/18	04/05/18	16th	<Jun	16th	16th	16th	16th	16th	16th
03/23/18	04/05/18	04/09/18	04/20/18	17th	<Jun	17th	17th	17th	17th	17th	17th
04/09/18	04/20/18	04/23/18	05/04/18	18th	<Jul	18th	18th	18th	18th	18th	18th
04/23/18	05/04/18	05/07/18	05/19/18	19th	<Jul	19th	19th	19th	19th	19th	19th
05/05/18	05/18/18	05/21/18	06/01/18	20th	<Aug	20th	20th	20th	20th	20th	20th
05/19/18	06/01/18	06/04/18	06/15/18	21st	<Aug	21st	21st	21st	21st	21st	21st
06/02/18	06/15/18	06/18/18	06/29/18	22nd	<Sep	22nd	22nd	22nd	22nd	22nd	22nd
06/18/18	06/29/18	06/29/18	07/13/18	23rd	<Sep	23rd	23rd	23rd	23rd	23rd	23rd
07/13/18	07/27/18	07/30/18	07/27/18	24th	<Sep	24th	24th	24th	24th	24th	24th
07/27/18	08/10/18	08/13/18	08/10/18	25th	<Sep	25th	25th	25th	25th	25th	25th
07/28/18	08/10/18	08/13/18	08/24/18	26th	<Sep	26th	26th	26th	26th	26th	26th

NOTE: The open period for TEACHER pay plan changes is April 1 through August 17, 2017, at 5:00 PM.
 The Teacher and Classified Pay Plan Change forms are emailed to all employees in April.
 They will also 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 calendar day pay, an employee must accrue earnings for the entire day on the last scheduled workday prior to such holiday and higher first scheduled workday following such holiday.

SUPPLEMENTAL PAY DATES:
 A- Fall Supplementals
 B- 1st Semester Supplementals
 C- Winter Supplementals
 D- Spring Supplementals

DEDUCTIONS & ENTITLEMENTS

Organization Dues	Service Fees	Charities
TCH A TCH B ADMIN	TCH A TCH B	TCH A TCH B SCH YR 12 MON ADMIN
1st 1st 1st	1st 1st	1st 1st
2nd 2nd 2nd	2nd 2nd	2nd 2nd
3rd 3rd 3rd	3rd 3rd	3rd 3rd
4th 4th 4th	4th 4th	4th 4th
5th 5th 5th	5th 5th	5th 5th
6th 6th 6th	6th 6th	6th 6th
7th 7th 7th	7th 7th	7th 7th
8th 8th 8th	8th 8th	8th 8th
9th 9th 9th	9th 9th	9th 9th
10th 10th 10th	10th 10th	10th 10th
11th 11th 11th	11th 11th	11th 11th
12th 12th 12th	12th 12th	12th 12th
13th 13th 13th	13th 13th	13th 13th
14th 14th 14th	14th 14th	14th 14th
15th 15th 15th	15th 15th	15th 15th
16th 16th 16th	16th 16th	16th 16th
17th 17th 17th	17th 17th	17th 17th
18th 18th 18th	18th 18th	18th 18th
19th 19th 19th	19th 19th	19th 19th
20th 20th 20th	20th 20th	20th 20th
21st 21st 21st	21st 21st	21st 21st
22nd 22nd 22nd	22nd 22nd	22nd 22nd
23rd 23rd 23rd	23rd 23rd	23rd 23rd
24th 24th 24th	24th 24th	24th 24th
25th 25th 25th	25th 25th	25th 25th
26th 26th 26th	26th 26th	26th 26th
27th 27th 27th	27th 27th	27th 27th
28th 28th 28th	28th 28th	28th 28th
29th 29th 29th	29th 29th	29th 29th
30th 30th 30th	30th 30th	30th 30th
31st 31st 31st	31st 31st	31st 31st



Article 1404

Columbus City Schools
2018-2019 School Calendar

School Month	M	T	W	TH	F	Holidays In School Year	Prof. Mtgs & Records Days	Teacher-Parent Conferenc	Days of No School	No. Days School Open	
Aug 20-	20	21	22	23	24		3				
Sept 14	27	28	29	30	31						
First	3	4	5	6	7	1				16	
Sept 17-	17	18	19	20	21						
Oct 12	24	25	26	27	28						
Second	1	2	3	4	5					20	
Oct 15-	8	9	10	11	12						
Nov 9	15	16	17	18	19		1				
Nov 22	22	23	24	25	26		1				
Third	29	30	31	1	2		1			17	
Nov 12-	5	6	7	8	9						
Dec 7	12	13	14	15	16						
Dec 19	19	20	21	22	23	1		1	1		
Fourth	26	27	28	29	30					17	
Dec 10-	3	4	5	6	7						
Jan 18	10	11	12	13	14						
Fifth	17	18	19	20	21*	(* Winter recess- Dec. 22 - Jan. 6 Inclusive)					
Fifth	7	8	9	10	11		1			19	
Total	14	15	16			2	7	1	1	89	
Fifth				17	18						
Jan 21-	21	22	23	24	25	1					
Feb 15	28	29	30	31	1						
Sixth	4	5	6	7	8					19	
Feb 18-	11	12	13	14	15						
Mar 15	18	19	20	21	22			1			
Seventh	25	26	27	28	1					19	
Mar 18-	4	5	6	7	8						
Apr 12	11	12	13	14	15						
Apr 15-	18	19	20	21	22		1				
May 10	25	26	27	28	29						
Eighth	1	2	3	4	5					19	
Apr 15-	8	9	10	11	12						
May 10	15	16	17	18*	19				1		
Ninth	22	23	24	25	26				5		
May 13-	29	30	1	2	3						
May 31	6	7	8	9	10					14	
Tenth	13	14	15	16	17						
Tenth	20	21	22	23	24						
Tenth	27	28	29	30	31	1				14	
Total						2	1	1	6	85	
TOTAL						4	8	2	7	174	
										195	
										(Teacher Contract Year)	

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 20, 21 and 22 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 1405

2018-2019 School Calendar

First Semester

Begins.....August 20, 2018
Professional Meeting.....August 20, 2018
Professional Meeting.....August 21, 2018
Professional Meeting.....August 22, 2018
Students Report.....August 23, 2018
Labor Day.....September 3, 2018
Professional Development Day.....October 19, 2018
Records Day.....October 24, 2018
Professional Development Day.....November 6, 2018
Parent Conference Day.....November 21, 2018
Thanksgiving Holiday.....November 22, 2018
Thanksgiving Friday.....November 23, 2018
Schools Close ½ hour early.....December 21, 2018
Winter Recess.....Sat., December 22, 2017- Sun., January 6, 2019
School Resumes.....January 7, 2019
First Semester Ends.....January 15, 2019
Records Day.....January 16, 2019

Second Semester

Second Semester Begins.....January 17, 2019
Martin Luther King Day.....January 21, 2019
Parent Conference Day.....February 18, 2019
Records Day.....March 25, 2019
Schools Close ½ hour early.....April 18, 2019
Spring Recess.....Fri., April 19, 2019 – Sun., April 28, 2019
School Resumes.....April 29, 2019
Memorial Day.....May 27, 2019
Last Day of Student Attendance.....May 30, 2019
Records Day.....May 31, 2019
Second Semester Ends.....May 31, 2019

Pay for Days Schools Are Not In Session

August 20, 2018.....Professional Meeting
August 21, 2018.....Professional Meeting
August 22, 2018.....Professional Meeting
September 3, 2018.....Labor Day
November 22, 2018.....Thanksgiving Holiday
November 23, 2018.....Thanksgiving Friday
January 21, 2019.....Martin Luther King Day
April 19, 2019.....Spring Recess
April 22 through April 26, 2019.....Spring Recess
May 27, 2019.....Memorial Day
May 31, 2019.....Records Day

Article 1406

2018-19 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		Dues 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	CLASS	TCH A	TCH B
07/28/18	08/10/18	08/13/18	08/27/18	08/27/18	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st	1st
08/13/18	08/24/18	08/27/18	09/10/18	09/07/18	2nd	2nd	2nd	2nd	2nd	2nd	2nd	2nd	2nd	2nd	2nd	2nd	2nd	2nd	2nd
08/25/18	09/07/18	09/10/18	09/24/18	09/21/18	3rd	3rd	3rd	3rd	3rd	3rd	3rd	3rd	3rd	3rd	3rd	3rd	3rd	3rd	3rd
09/08/18	09/21/18	09/24/18	10/06/18	10/05/18	4th	4th	4th	4th	4th	4th	4th	4th	4th	4th	4th	4th	4th	4th	4th
09/22/18	10/05/18	10/08/18	10/29/18	10/26/18	5th	5th	5th	5th	5th	5th	5th	5th	5th	5th	5th	5th	5th	5th	5th
10/06/18	10/19/18	10/22/18	11/03/18	11/02/18	6th	6th	6th	6th	6th	6th	6th	6th	6th	6th	6th	6th	6th	6th	6th
10/20/18	11/02/18	11/05/18	11/16/18	11/15/18	7th	7th	7th	7th	7th	7th	7th	7th	7th	7th	7th	7th	7th	7th	7th
11/09/18	11/26/18	11/29/18	12/10/18	12/09/18	8th	8th	8th	8th	8th	8th	8th	8th	8th	8th	8th	8th	8th	8th	8th
11/17/18	11/30/18	12/03/18	12/14/18	12/14/18	9th	9th	9th	9th	9th	9th	9th	9th	9th	9th	9th	9th	9th	9th	9th
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12/29/18	01/11/19	01/14/19	01/25/19	01/25/19	12th	12th	12th	12th	12th	12th	12th	12th	12th	12th	12th	12th	12th	12th	12th
01/13/19	01/25/19	01/28/19	02/08/19	02/08/19	13th	13th	13th	13th	13th	13th	13th	13th	13th	13th	13th	13th	13th	13th	13th
01/26/19	02/08/19	02/11/19	02/22/19	02/22/19	14th	14th	14th	14th	14th	14th	14th	14th	14th	14th	14th	14th	14th	14th	14th
02/09/19	02/22/19	02/25/19	03/08/19	03/08/19	15th	15th	15th	15th	15th	15th	15th	15th	15th	15th	15th	15th	15th	15th	15th
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04/06/19	04/19/19	04/22/19	05/03/19	05/03/19	19th	19th	19th	19th	19th	19th	19th	19th	19th	19th	19th	19th	19th	19th	19th
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05/04/19	05/17/19	05/20/19	06/01/19	06/01/19	21st	21st	21st	21st	21st	21st	21st	21st	21st	21st	21st	21st	21st	21st	21st
05/18/19	05/31/19	06/03/19	06/14/19	06/14/19	22nd	22nd	22nd	22nd	22nd	22nd	22nd	22nd	22nd	22nd	22nd	22nd	22nd	22nd	22nd
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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 17, 2018, at 5:00 PM.
 The open period for CLASSIFIED pay plan changes is May 1 through June 30, 2018, 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 his/her last scheduled workday prior to such holiday and his/her first scheduled workday following such holiday.

ORGANIZATION DUES:
 TCH A - 21 day plan teacher
 TCH B - 36 day 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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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 affect 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 his/her 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 his/her 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 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 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 his/her 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.


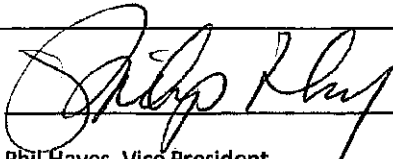
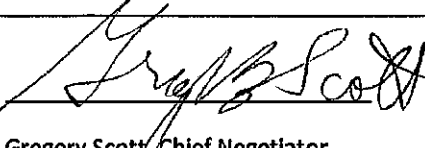
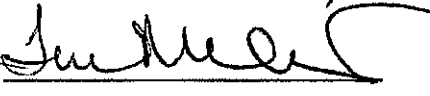
1602.02 The Board and the Association agree that all items in this contract which supersede applicable state law and which may permissible do so under Ohio Revised Code Section 4117 shall not be affected by this Article. Should any clause of this contract be held to be in violation of the law by a court 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 20, 2017, and any amendments to such Agreement. This Agreement shall become effective at 12:01 a.m. on August 21, 2017, and shall continue in full force and effect until midnight of the day before the first regular teacher contract day of the 2019-2020 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, Columbus City Schools by	The Columbus Education Association by
 _____ Gary Baker, President	_____ _____
_____ _____	 _____ Phil Hayes, Vice President
 _____ Gregory Scott, Chief Negotiator	 _____ Teri Mullins, Negotiations Chair