CINCINNATI

FEDERATION

OF

TEACHERS

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COLLECTIVE BARGAINING AGREEMENT

EFFECTIVE JANUARY 1, 2011

CINCINNATI

BOARD

OF

EDUCATION

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§100 CONTRACT

1. Term of Contract

This contract is made and entered into by and between the Cincinnati Board of Education ("Board") and the Cincinnati Federation of Teachers Local 1520 AFT, OFT, AFL–CIO ("Federation") and shall be binding and effective from January 1, 2011 through December 31, 2013.

2. Contract Implementation

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

Training shall cover the entire contract. Such training shall begin with the 2010-2011 school year. Participants shall include, at a minimum, Federation Building Representatives, Executive Council, and staff; principals, appropriate central office and field administrators, and all members of the bargaining unit as soon as such information can be reasonably shared.

The parties shall also conduct a briefing for community leaders about all provisions of the contract.

§110 RECOGNITION

1. Sole and Exclusive Bargaining Agent

The Board recognizes the Federation as the sole and exclusive bargaining agent for the purpose of bargaining wages, hours, benefits and all other terms and conditions of employment for all teachers in the bargaining unit, including classroom teachers, certificated night-school teachers and summer school teachers who are also day-school classroom teachers on an annual rate, librarians/media specialists, school social workers, coordinating teachers, nurses, counselors, psychologists, occupational therapists, physical therapists, audiologists, speech and language pathologists, and pre-school teachers, and daily-rate substitutes; but excluding, other daily and hourly-rate teachers, lunchroom managers, administrative assistants, directors, associate directors, associates, assistant principals, principals, personnel director, assistant superintendents, deputy superintendents, and superintendents. Henceforth, regardless of legal licensure, state certification and/or absence of licensure or certification, all members of the bargaining unit may be referred to as teachers.

2. Rules Governing Recognition Election

Any effort by any other employee organization or members of the bargaining unit to replace or remove the Cincinnati Federation of Teachers as the sole and exclusive bargaining agent for the bargaining unit described above in Paragraph 1 shall be governed solely by the provisions of O.R.C. §4117 and the rules concerning recognition elections adopted by the State Employment Relations Board (SERB). In any election conducted by SERB, the election ground rules are available separately.

3. No Recognition of Rival Organizations

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

4. Information Available about Conditions of Employment

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

5. Receipt of Information Given to the Public

On the Friday before the Board of Education meeting, or as soon thereafter as possible, the information which is to be available to the public at the Board of Education meeting shall be sent electronically to the Federation.

6. Availability of Public Information to the Federation

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

§120 FAIR PRACTICES

1. By Board

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

2. By Federation

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

§130 FEDERATION RIGHTS

1. Exclusive Organizational

a. Orientation

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

b. Federation Meetings

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

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

c. Bulletin Board

The Federation shall have the exclusive right to use one bulletin board. If the mail room is not in the main office, the bulletin board shall be in the mail room. Otherwise, the bulletin board shall be in the teacher workroom nearest the mail room.

d. Dues Deductions

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

Dues for substitutes shall be deducted at a daily rate. When a substitute changes from a daily rate to long-term substitute or long-term substitute to daily rate substitute, the appropriate adjustment shall be made by the Board in the rate of dues deduction. Teachers who desire to cancel Federation dues deduction shall obtain from the Federation a "cancellation of dues deduction" form, complete it and return it to the Federation. The Federation shall transmit the original of such cancellations promptly to the Board. Under no circumstances shall the Federation deny the right of any teacher to revoke an authorization of payroll deduction of union dues.

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

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

e. Fair Share Fee

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

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

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

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

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

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

account referred to in this Article. The Federation shall furnish the objectors and the Board with verification of the terms of the escrow arrangement, and, upon request, the status of the fund as reported by the Bank.

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

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

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

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

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

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

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

f. Other Voluntary Deductions

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

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

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

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

g. Federation Leave

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

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

h. Printing of Contract

Upon ratification of this contract, the Federation's and the Board's designees shall meet to jointly approve the wording of the final agreement and thereafter shall jointly submit the contract for printing. The Federation shall have up to 4,000 copies of this contract printed, 750 of which shall be delivered to the Board. In addition, the Board may, at its own cost, produce additional digital copies of the contract for distribution. The Board and the Federation shall agree on the format. The Board shall pay one-half (1/2) the cost of having the contract printed in a union shop within the school district submitting the lowest of three bids obtained by the Federation. The Federation shall distribute one (1) copy to each member of the bargaining unit. The Board shall provide new employees with a copy upon employment.

The Board shall print at least 3,500 copies of the Tentative Agreement. The Federation shall pay one-half (1/2) the cost of printing the Tentative Agreement.

i. Federation Pony Delivery

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

2. Non-Exclusive Organizational Rights

a. Federation Chapter

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

b. Board Meetings

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

c. Employee Relations/Federation Meetings

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

d. School Visitation

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

e. Building Representation and Privileges

Every school or unit in the system shall have a Federation Building Representative from that building/unit who shall be elected by the Federation. Federation Building Representatives and Federation elected officials, if surplussed or returning from leave, must be placed in a school or their regular assignment during the transfer process.

f. Distribution of Materials

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

g. Posting Notices

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

h. Use of Mailboxes

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

i. Use of Faculty Bulletin Boards

The Federation shall have the right to use a portion of existing faculty bulletin boards including those in any teacher workroom. .

j. Directory Information

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

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

k. New Employee Information

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

l. Electronic Network

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

§140 PERSONNEL FILES

1. Access to Personnel Files

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

2. Examining One's Own Personnel File

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

3. Notice of Material Placed in a File

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

4. Maintenance of Other Personnel Files

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

5. Notice of Material in Other Files

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

6. Use of Material in Personnel Files

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

7. Notice of Citizen Examination of a Personnel File

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

§145 PROFESSIONAL LEARNING COMMUNITIES

The Board and Federation are both committed to improving student achievement by establishing Professional Learning Communities (PLC) in which all stakeholders take collective responsibility to ensure student learning and to promote a collaborative educational culture focused on continuously improving results. The dominant models for PLCs are teaching teams and learning teams. Unless specifically requiring district governance, schools may organize their teams according to the structure

that best suits the needs of the students in that school's programs. Limits on the number of teams per school will be determined by the ILT and reviewed by the LSDMC based on the financial constraints established by the district budget requirements.

1. Professional Learning Communities: Teams and Elected Team Leaders

Elected Team Leaders will facilitate meetings and professional discourse that focus on the analysis of current school data. The teams will determine professional development activities based on the data analysis. If requested and approved by the principal, the Team Leader will be trained in professional discourse at extended pay rate for one day.

a. LSDMC Composition

The District shall ensure that every school has an LSDMC constituted according to Board policy.

b. School Team Structures

The prevailing organization for schools in the district shall be through teams as described below:

However, if a school community wishes to be organized differently, they may request an exemption by the Superintendent. A request for exemption shall require a 2/3 affirmative vote of the ILT, 2/3 affirmative vote of the faculty, concurrence by the LSDMC, and informing the EIP. The exemption shall require renewal every three years and shall be made by March 1 for the following school year.

Pursuant to §155, schools in all five tiers may be organized differently than called for in this section.

2. Description of Teams

a. Teams

A team shall consist of three or more teachers sharing a common group of students.

(1) *Vertical Teams for grades K-6*

All schools shall be organized with vertical teams sharing the same students for at least two years unless they have received an exemption from the Superintendent pursuant to §1451b.

- This shall typically mean at least one or more teachers in each of the primary or intermediate grades.
- Include at least one Intervention Specialist, but sufficient to serve all students with IEPs, according to their needs. An Intervention Specialist may service more than one team depending upon caseload.
- Each team shall select a Team Leader from among the team to serve two years. Two or more leaders may alternate leadership within the year, but not share it simultaneously.

(2) *Teams for Middle Grades 6-8 or 7-8*

All elementary schools with grades 7-8 shall adopt the following structural and organizational features, unless they are Montessori or have received an exemption from the Superintendent according to §145 1b above.

- If the school has fewer than 8 academic teachers (math, science, social studies, English), then there shall be one middle school team.
- Include at least one Intervention Specialist, but sufficient to serve all students with IEPs, according to their needs. An Intervention Specialist may service more than one team depending upon caseload.
- Each team shall select a Team Leader from among the team to serve two years. Two or more leaders may alternate leadership within the year, but not share it simultaneously.

(3) *Middle Teams*

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

(4) *Grades 9-10*

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

(5) *Grades 11-12*

Teachers will generally not be assigned to teams.

b. Team Leaders – Duties

Each team shall have a Team Leader, selected through the process outlined in the Career in Teaching Agreement, Appendix D. Such Team Leaders will be approved by the principal and shall serve for a two-year term. However, the team must notify the Team Leader and principal by February 15 of the first year to affirm that a leader shall continue for the second year of the term.

Teams may utilize teacher leader positions differently and some schools may create more teams than other schools, but team configuration or number of teams does not necessarily mean greater funds from the district.

Any teacher, including specialist teachers, shall be eligible to be a Team Leader with Team Leader compensation—as long as this provision does not inadvertently produce more teams and provided that the teacher meets job qualifications. The Team Leader's duties include, but are not limited to, the following: serves as instructional leader of the team; represents the team on the ILT; conducts team meetings; mentors and coaches team members; submits team meeting minutes and quarterly reports to the principal; coordinates the analysis of student achievement data; facilitates the implementation of the learning teams and teaching teams process; and facilitates team communication with parents.

c. Secondary Schools

Secondary Schools shall be organized in the following ways; however, if a school community wishes to be organized differently, they may request an exemption by the Superintendent:

- There shall be horizontal teams at grades 9 and 10. These teams shall include math, English, social studies, science, language arts, and special education teachers who serve the students in that horizontal team.
- There shall be department chairs in the following subjects: mathematics, English, social studies, science, special education, fine arts, foreign language. (At schools with specialties, there may be additional department chairs if the department numbers at least five.) Department chairs will serve as the department leaders. Their role is to carry out the Board adopted curricular standards and evaluate student performance within their department's discipline. Within each core discipline department, math, science, social studies and English, the department chair will also serve as the content innovation specialist.

3. Team Composition and Plans

Once the school has received its annual budget, the staff will develop team structures according to §145 or to other organizational structures approved by the Superintendent, above, and submit team plans by February 10. The ILT will either approve or reject the staff's overall and individual team plans. The principal must also concur. If either has concerns or objections, the team or teams will reconvene and resolve the objections by February 20. The ILT and principal shall determine team assignments by March 1, inform the LSDMC, and send the plans to the EIP for review.

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

4. Role of Teams

a. Team Rights and Responsibilities

A team shall be responsible for teaching its students to help them meet or exceed state standards. The team shall determine instructional methods, consistent with the school's adopted program focus, if any, and shall determine how to group and schedule students for instruction in the subjects covered by the team. The team shall determine disciplinary procedures consistent with the district's Code of Conduct and the Positive School Culture Plan. Continuity in student-teacher relationships shall be a primary consideration.

b. Assigning Students to Teams

Teachers and school administrators shall assign students to teams. Students assigned to each team should be representative of the school's overall student population. Students with special needs may be assigned to teams or to special education units as determined by their IEPs.

c. Assigning Teachers and Staff

Along with the school administrative team, the ILT will determine the most efficient use of teachers and staff based on servicing students.

5. Budget Allocations for Schools and Teams

School budget allocations shall be made according to the Board's adopted budgeting process. The ILT, with the approval of the LSDMC, shall use the school's funds to support the school's academic mission. The ILT, with the approval of the LSDMC, will allocate a percentage of the school's budget for teams' use in the instruction of their students.

With the approval of the principal, teams may agree to combine resources in order to requisition goods or services or dollars for personnel. Teachers shall be entitled to choose among vendors selected by the Board for transportation for field trips or related curricular, co-curricular or extracurricular or recognition events.

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

6. Group Incentives

a. Team Incentive Fund

A Team Level Incentive Fund will be developed by the TES Revision Committee pursuant to the TES Memorandum of Understanding of November 3, 2010.

§150 SCHOOL LEADERSHIP

1. Instructional Leadership Teams (ILT)

An Instructional Leadership Team shall be formed at each school.

a. Role of the ILT

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

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

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

b. ILT Composition

The Instructional Leadership Team shall include:

- the principal;
- up to two assistant principals;
- two parent representatives selected by the parent members of the LSDMC;
- two non-teaching staff members elected by the non-teaching staff of the school;
- teacher members, as follows:
  - The Federation Building Representative.
  - Any lead teacher serving as program facilitator or in another school-wide lead teacher position.
  - At least one elected representative of special education teachers.
  - Each team, department (of four or more), or level shall have a representative selected through the process outlined in the Career in Teaching Agreement (Appendix D).
  - One elected representative for the Educational Support Personnel teachers in a school. (For this purpose, Educational Support Personnel shall include District employed nurses, speech pathologists, psychologists, school social workers, occupational therapists, physical therapists and counselors.)
  - One elected representative for the specialist teachers in a school. Specialists include art, music, physical education, health, drama, dance, media specialist, technology teachers and building substitutes.
  - Content Innovation Specialists as non-voting members,
  - In addition, at secondary schools the math, science, communications arts, and social studies departments shall have a representative on the ILT. The ILT shall combine other departments (including foreign language, career paths/business, health) that have fewer than 4 members each for the purpose of representation.
  - Additional teachers shall be elected at large to bring teacher membership to 60 percent on the ILT.

c. Operation of ILT

(1) ILT Voting Procedures

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

(2) Faculty Approval of ILT Decisions

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

- lesson plan format under §220.11,
- approval of the school's budget for submission to the LSDMC
- distribution of instructional supply funds
- extra-curricular activities plan
- adoption of a new program focus
- approval of Title I School Wide Project (2/3 vote),
- approval of the school's One Plan (2/3 vote)
- Positive School Culture Plan

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

(3) ILT Subcommittees

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

(4) ILT Agendas and Minutes

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

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

d. ILT Training

The Board and Federation encourage ILT training through the Mayerson Academy for schools requesting training.

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

e. Policies and Practices

Policies and practices, which are implemented at the building level, shall not be inconsistent with the terms of this contract. However, if an issue specifically related to instruction can be mitigated by a short-term request for suspension of specific provisions for less than 20 school days, the following process may be used to permit the deviation from strict adherence to the contract.

The faculty member(s) shall consult simultaneously with the principal and building representative to place the issue before the ILT. The ILT will discuss the requested change. A 2/3 vote is required for approval. Upon approval, the change will be submitted to the Superintendent and Federation for approval. The timeline for approval shall be 10 calendar days.

After the time requested for the suspension has passed, all terms of the contract affected shall be reinstated. A request for suspension may be renewed once following the same process.

After one year from the ratification of this agreement, this provision may be ended by a 45-day notice of either party.

f. Parallel Structures

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

g Role of LSDMC

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

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

§155 FLEXIBLE ACCOUNTABILITY SYSTEM

1. Purpose

Individual schools in the district perform at different levels. As a consequence, the level of support and degree of flexibility, as well as oversight, may be unique. This section establishes the parameters the district shall use to determine the various levels or tiers into which schools will be placed and the unique assistance that may be offered to schools based on that identification. However, services to schools in the same category may differ.

2. District Audit of Sites

To ensure that the district provides resources, tools and services to schools that produce rigorous learning environments and improved academic achievement for all students, annually the Superintendent will direct the administration to conduct a district-wide internal performance audit of every school. The School Performance Team (SPT) will assist in developing criteria in order to identify and categorize each school into one of the Five Performance Tiers: Exemplary, Independent, Initiative, Intervention and Redesign.

3. Cohesive Leadership Characteristics

- The Board is committed to a central office focused on support rather than management, aligned policies through all levels in the district, wide and meaningful engagement of stakeholders, and aligned improvement initiatives that determine and deliver resources specific to sites.

- The parties support school use of timely and relevant data, job embedded professional development and greater focus on instruction.

4. Partnership for Excellence

The parties agree to establish the Partnership for Excellence to be operated by the Board and Federation under guidelines mutually developed. The Partnership will be comprised of CPS corporate and civic partners. Its role will be to focus on raising funds and enlisting expertise in order to enhance recruitment, retention and reward of excellent classroom teachers.

5. School-wide Incentive Award

The School Performance Team, a joint committee of EIP, shall develop the criteria for schools to receive a school incentive award. The Team shall consider as criteria both long-term and short-term measures, student achievement value added measures, and Adequate Yearly Progress (AYP) and state or Federal guidelines. The criteria and amount of awards shall be made public to schools and staff no later than September 1 of the school year. If revenues are available, the Team shall determine whether revisions are required and distribute them to schools no later than the next September 1 of each school year.

6. Performance Tiers Definitions and Range of Discretion

The parties shall be encouraged to develop plans that push the boundaries of how schools typically function, rethink how schools operate, reduce barriers to innovation, and develop a plan that will sustain change.

a. Performance Schools

(1) Exemplary Campuses are performers with a sustained record of meeting or exceeding all the leading indicators. Their success suggests the need for less monitoring than others. The district may consider them as sites to introduce new curriculum, professional development and innovative pedagogy.

(2) Independent Campuses are schools with a stable history that possess an identifiable school culture and internal controls. The district may consider these schools as models of positive building culture and high expectations for its students.

(3) Initiative Campuses are uneven performers that have an established program, although they have been unable to sustain student achievement and other measures. The school may need more narrowly defined and time-specific effort from the district in the areas of specialized curriculum, concentrated professional development, and increased attention on one or more sub groups of students.

b. High Needs Schools

Schools that exhibit a history of low achievement are high needs schools. These are schools in the Intervention and Redesign categories, below, and other schools that may be identified by the Superintendent pursuant to a recommendation by the School Performance Team. These schools may have been redesigned within the last two years, have failed to make AYP for a number of years, or are part of a district-wide program initiative recognized by the EIP.

(4) Intervention Campuses are schools with little identifiable positive school culture and very limited student success. These campuses require a more prescriptive instructional program with possible resource infusion from both the district and/or outside educational partners.

(5) Redesign Campuses are schools suffering from sustained failure to achieve student success. These campuses need to be disbanded, reorganized and reopened within Board Policy. The School Performance Team is charged with developing recommendations to the Superintendent regarding the redesign of these schools. The parties commit to all stakeholders participating in the process.

7. Resource Stability

If a school has been placed into a high needs category, the district agrees to provide needed resources in personnel, training, and program adoption.

8. Staffing

a. Redesign Schools

All teachers in redesigned schools will be surplussed with an opportunity to reapply to that school.

When a school falls in the Redesign category, based on the criteria set forth in §155, and is closed, all teachers serving at the school shall be displaced and treated as surplussed. All teaching positions at any new school, which replaces the closed school, shall be considered vacancies. Teachers shall be selected based on their training, experience, and individual qualifications for the program to be offered at the redesigned school and for specific teaching positions. Teachers displaced by school redesign shall have the opportunity to apply for vacancies at the newly designed school or other open positions, if they possess the appropriate certificate or license, and shall have the rights afforded to surplus teachers under §250.3.a (3) above. However, §250.3.c shall not apply.

b. High Needs Schools

In association with local universities (Xavier University, University of Cincinnati, College of Mount St. Joseph, Northern Kentucky University, and Miami University), the parties will develop a Visiting Instructor Program (VIP) to help staff schools on the Initiative Campuses, Intervention Campuses, and Redesign Campuses. VIPs will then be able to have an initial entrance path to CPS employment upon completion of their licensure.

9. School Workday and Calendar for High Needs Schools

a. Schools may have additional professional development at the beginning of the year, throughout the school year, and as invited at the end of the school year.

b. The SPT will make recommendations regarding specific high needs schools' work day, work week, work year, compensation, and program to the Superintendent and Federation President, as co-chairs of EIP.

§160 GENERAL

1. Long Range Planning

The Board and the Federation agree that long-range planning shall be essential for an efficient and effective education program in the Cincinnati Public Schools. Any committee established by the Board for such purpose shall include representation from the Federation, appointed by the Federation. The Federation recognizes the Board's right to appoint additional representatives of the community, stakeholders, and parents.

2. Academic Freedom

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

3. Personal Life

A teacher's personal life shall not adversely affect his/her employment status except as it may directly prevent the teacher from properly performing his or her assigned duties during work hours. Within the framework of this section, teachers shall not be intimidated in their work by non-staff groups or individuals.

4. Residency

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

5. Temporary Contract Alteration

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

§170 PROFESSIONAL DEVELOPMENT

1. Career in Teaching Program

The Federation and the Board are both committed to improving the profession of teaching. A profession offers opportunities for professional growth, involvement in decision-making, communication and collaboration, and increased responsibilities and accountability. Teachers have the opportunity to take on greater responsibilities which bring with it greater status, additional compensation, opportunities to collaborate, as well as leadership roles to improve instruction and raise student achievement. The parties also view a career ladder as a way to give incentives to attract and keep quality teachers in the profession. To this end, the parties have established and are mutually committed to revising the Career in Teaching Program that will inform the redesign of the current Teacher Evaluation System and be consistent with state and federal mandated reforms.

a. Levels and Advancement

(1) The Career in Teaching Program shall include four career development levels consistent with state language and levels and referenced in the Career and Teaching Program Agreement (Appendix D).

Level 1 – Resident Educator

A resident educator is a teacher without previous teaching experience. The resident educator teacher must have at least a temporary license. The resident educator will have a comprehensive evaluation conducted in the first year of teaching, and again in year two if the teacher fails to meet scores. The resident educator teacher will be nonrenewed at the end of the first year if s/he fails to achieve a score of two or better in all domains.

Annual assessments will be conducted in years two and three. In year four the teacher will undergo a comprehensive evaluation. As a result of the comprehensive evaluation the teacher will either be placed at the professional or higher level depending on their domain scores. The teacher will be nonrenewed/terminated at the end of the fourth year as a resident educator if professional status has not been attained.

Level 2 – Professional

A professional teacher is a teacher who has demonstrated the skills needed to have a career in teaching. A professional teacher has scores of at least 3 in each of the domains, but does not place in a higher level, and has an approved IPDP. The professional teacher must undergo a comprehensive evaluation at least every five years but no more frequently than every other year. The results of the evaluation determine the teacher's continued placement at the career or other level. The first year assigned to career level, a teacher may not undergo a comprehensive evaluation.

Level 3 – Senior

A senior teacher who is continuing to master the art of teaching, demonstrating a distinguished level of teaching in some domains. The teacher has a score of four in Domain Three, four in at least one other domain, and all other domain scores of three, and has an approved IPDP. The senior teacher must undergo a comprehensive evaluation at least every five years but no more frequently than every other year. The results of the evaluation determine the teacher's continued placement at the advanced or other level. The first year assigned to senior level, a teacher may not undergo a comprehensive evaluation.

Level 4 – Lead

A lead teacher is a teacher who has demonstrated outstanding teaching. The teacher must achieve a score of four in all domains and have an approved IPDP. The lead teacher must undergo a comprehensive evaluation at least every five years but no more frequently than every other year. The results of the evaluation determine the teacher's continued placement at the lead or other level. The first year assigned to lead level, a teacher may not undergo a comprehensive evaluation.

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

consulting teachers, curriculum specialists, staff development specialists, demonstration teachers, subject leaders, team leaders, and program facilitators.

Lead teachers in district level positions shall have the right to return to the same schools and to the same or similar assignments without loss of seniority provided they exercise the right no later than the expiration of their first term.

If a school-based lead teacher position is eliminated during the lead teacher's first term in an assignment, the teacher has no rights to a position in the receiving school and the teacher may elect to return to the original sending school. If this occurs in subsequent terms away from the sending school, no specific assignment is guaranteed. Lead teachers shall receive stipends above the salary to which they would otherwise be entitled. Such pay, in recognition of the additional time worked and additional responsibilities, shall be negotiated by the parties, pursuant to the Career in Teaching Program Agreement.

(3) The Career in Teaching Program shall include all position classifications such as counselors, psychologists, school social workers, librarian/media specialist and teacher librarian/media specialist.

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

b. Career in Teaching Agreement

The Career in Teaching Program will be governed by a revised Career in Teaching Program Agreement.

Because the Teacher Evaluation System and Career in Teaching Program are so closely tied to each other, the work of the parties regarding CTP shall be closely coordinated with revisions to TES. As revisions are completed in the CTP that are independent of the revisions to TES, they shall be submitted for implementation. The parties shall develop a work plan and timeline for their work. The existing language of the current Career in Teaching Agreement shall remain in effect until the parties ratify a revised CTP Agreement.

Beginning in the 2011-2012 school year, the revised Career in Teaching Program Agreement will be fully implemented.

c. Lead Teacher Panel

The parties shall establish a six member Lead Teacher Panel. The term of each member shall be no longer than three years. The Federation shall appoint three lead teachers; the Superintendent shall appoint three administrators. There shall be co-conveners, one appointed by the Federation and one appointed by the Superintendent. The Panel will develop and implement the process for credentialing lead teachers and recommend additional roles and responsibilities for lead teachers but will not assign lead teachers to positions. The panel has the authority to make procedural decisions necessary to implement the plan; to interpret and apply provisions of the plan; and to amend the plan. Amending the plan requires unanimous agreement of the Panel and approval by the Superintendent and Federation President.

d. Funding

The Board will allocate $1.1 million each school year or an amount annually agreed to by the parties pursuant to the Career in Teaching Program Agreement exclusive of career teacher increments. Both parties may, by February 1, mutually agree to adjust the budget. Any adjustment must be the product of mutual agreement. If not requested, it shall remain the same as the previous year. The Federation and Board agree to mutually seek funding to supplement the planning and implementation of the plan including the funding of additional Lead Teacher positions.

2. Federation Conventions

Teachers shall be given up to 120 days of release time without loss of pay or benefits to attend Federation conventions and related conferences. Costs shall be charged against the Cincinnati Teachers' Professional Development Fund (CTPDF). The Federation will be assessed one-half the cost of the substitute for the leave of teachers whose attendance rate is less than 95 percent. Otherwise, additional costs shall be charged against the CTPDF.

The Committee is not required to release more than three (3) teachers from any particular school on a given day for Federation conventions or conferences. Adequate notice shall be provided to all schools so that arrangements for instruction may be made.

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

3. Educational Initiatives Panel

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

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

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

a. Joint Committees

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

The EIP shall review annually the existence of joint committees.

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

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

The Board and the Federation are committed to having membership on joint committees reflect the diversity in the community, staff, and student population as well as representation by teaching fields, grade levels and/or professional roles.

b. State and Federal Funds

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

c. Race to the Top (RttT) Implementation

Over the life of this contract, the parties agree to implement the Race to the Top (RttT) grant which provides an opportunity to expand existing district initiatives and to develop new innovative programs that will support classroom teachers and accelerate student learning.

CPS and CFT commit to the Educational Initiatives Panel (EIP) exclusively to monitor the duties, responsibilities, and procedures of a district-wide Transformation Team to oversee the Race to the Top program. This team must

have at a minimum an equal number of teachers to administrators, with teacher members appointed by the CFT. The parties recognize the importance of parent and community participation in developing programs and the EIP will seek representatives from parents, community, and other employee groups, when appropriate.

The parties agree to address RttT elements, including but not limited to, intervention models for Ohio Department of Education-identified low performing schools and/or other schools identified by the district; employee evaluation processes; student growth and data measures; district, school and classroom level data; and equitable distribution and assignment of staff. All provisions related to RttT as agreed to by the Board and CFT shall expire at the conclusion of RttT funding unless otherwise agreed to by the parties.

d. School Performance Team

On behalf of the district, the School Performance Team, a joint committee of the EIP, will address and review the district's schools' performance with special emphasis on high needs schools.

It shall be a joint committee of the EIP with ten (10) members, five (5) appointed by the Superintendent and five (5) appointed by the Federation President. Members shall serve terms no longer than four (4) consecutive years. The co-chairs of the School Performance Team shall also be members of the EIP. Recommendations of the Team go to the EIP.

Both parties will share responsibility for bringing innovative ideas as soon as possible to the Team for review by the EIP. The Superintendent and Federation President shall mutually establish timelines for review of these innovative concepts.

In the context of analyzing schools' needs and identification of tiers, pursuant to §155, the School Performance Team shall report to the EIP regarding new program initiatives, innovative program designs and alternate structures or organizations.

The Superintendent will, upon direction of the Board, review new models and determine school structures in order to develop a more expansive range of options for students, parents and teachers.

e. Teacher Incentive Award (TIF)

Ohio's Teacher Incentive Fund (OTIF) application is a critical component of Ohio's ongoing commitment to improving student achievement via strong initiatives, deep partnerships, and research-based best practices. TIF schools will incorporate these four elements: 1) multiple career paths: enables teachers to pursue a variety of positions throughout their career in or out of the classroom connected to the Career in Teaching Program, 2) ongoing applied professional growth: to increase student achievement by providing ongoing job embedded professional growth and development where teachers have time to meet, learn, plan, mentor, and share with other teachers to improve the quality of their instruction, 3) instructionally focused accountability: teachers are held accountable for applicable teaching standards as well as the academic growth of their students, and 4) based on availability of funds, incentives up to $4,000 per teacher or the amount negotiated in the guidelines.

4. Curriculum Councils

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

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

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

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

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

5. Individual Professional Development

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

6. Refer to Professional Development Memo of Understanding at the end of this contract.

§180 SCHOOL BUDGETS

1. Commitment of Parties to a Balanced Budget

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

The parties further acknowledge their commitment to focus additional funds, as the resources are available, to reducing K-12 class size, providing student services in the area of social work to students in grades K-8, and for counseling students in grades 9-12.

2. Budget Commission

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

a. Ascertain what percent of the budget is spent on instruction and other direct services to students vs. administrative, logistical and support services.

b. Recommend a budget annually to the Superintendent.

c. Monitor district and school spending compared to budget.

d. Monitor CPS revenue and pursue additional revenue at local, state, and federal levels and ensure that CPS pursues available grants that support its priorities and programs.

e. The Board is committed to equitably distributing resources among schools.

The Board shall provide the information required for the Budget Commission to discharge the duties listed above. The Budget Commission shall establish a meeting schedule so that the recommendations for the schools' initial budgets may be made by January 15 and such that recommendations to the Superintendent may be made by May 1.

These established dates for the Budget Commission will not preclude the Superintendent from making staffing recommendations to the Board within the timeframe required by the Ohio Revised Code. The Budget Commission shall be chaired by the Superintendent, Federation President and a community member mutually agreed upon by the parties.

3. District Funding of Schools

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

The school district shall send the annual budget packet and quarterly budget reports to the LSDMC members and ILT co-chairs.

4. Money for Instructional Supplies

Funds allocated by the Board for consumable classroom materials and supplies shall be spent for that purpose. The amount allocated to each school for this purpose shall be reported to the principal and to the Federation building representative annually. The dollar apportionment for supplies made available to the school or unit shall be made on an equitable basis system-wide.

5. Adequacy of Supplies

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

§200 TEACHER CERTIFICATES AND CONTRACTS

Believing that higher standards are needed for schools, teachers and administrators in order to provide an outstanding education for all students, the Board and Federation affirm their commitment to the legal guidelines for licensure in Ohio.

1. New Teachers

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

2. Teaching Outside Area of Certification

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

3. Renewal of Certificate/License

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

4. Re-Employment of Limited Contract Teachers

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

5. Contract Renewal

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

6. Continuing Contracts

Beginning in SY 2011-2012 and for the life of this contract, the newly designed Teacher Evaluation System (TES) and Career in Teaching Agreement (CITA) will outline the criteria and procedures for attaining tenure. A teacher who has previously held a continuing contract in Ohio shall become eligible for a continuing contract after serving a two-year period in the Cincinnati Public Schools, provided the teacher's comprehensive evaluation has affirmed that he/she meets the criteria for tenure and the teacher holds a valid or appropriate Ohio Teaching Certificate or professional license.

Any teacher hired after January 2011 will remain on a limited contract until they qualify for a continuing contract in accordance with criteria in TES and CITA. At that time, the district will determine if the teacher meets the prerequisites for a continuing contract as defined by the TES Contractual Work Group.

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

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

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

7. Year of Service

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

8. Continuing Contracts for Non-Classroom Teachers

Employees serving in the position classifications of counselor, librarian/media specialist, psychologist, teacher-librarian/media specialist, school nurse, and school social worker, upon meeting the above criteria as they apply to the aforementioned positions, shall be offered a continuing contract, upon re-employment in their current positions.

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

9. Notice of Separation

Consistent with state statutes, teachers should notify the Board of their separation from service, for any reason, no later than July 10.

10. Rehiring Educational Retirees

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

Educational retirees re-employed as a full-time teacher by the district after the ratification of this agreement shall receive a limited contract. They shall be placed on level 3 of the salary schedule, and may move no higher than level 6. The educational retiree loses previous lead teacher credentials, training or career increments, and eligibility for any subsequent severance incentives.

a. Seniority

An educational retiree re-employed as a full-time teacher shall not accrue seniority vis-à-vis non-rehired retirees. However, they shall have seniority vis-à-vis other re-employed educational retirees.

In times of economic constraints, re-employed educational retirees shall be the first to be released as a result of a Reduction in Force (RIF).

Part-time teachers, limited contract teachers, and those with continuing contracts shall be considered to have greater seniority than re-employed educational retirees. Those returning from RIF shall be considered only during the transfer rounds in which new hires with no experience are considered. Those selected for positions shall be re-employed.

§210 TEACHER EVALUATION

The parties have executed a Memorandum of Understanding (MOU) dated November 3, 2010 to review and revise the TES.

In addition to the issues in the MOU, the following issues will also be considered:

- How to provide for and integrate professional development with the standards in the evaluation system;
- How to reduce the time required from the teachers being evaluated;
- How to develop and maintain exemplars to illustrate to teachers what behaviors and activities are expected;
- Whether the number of standards can be reduced; and

- How to include more formative activity, including coaching, mentoring and other support and assistance for teachers being evaluated.

1. Evaluation

a. Orientation

As part of the evaluation process, teachers must attend an orientation about the evaluation standards and procedures. The evaluators, prior to conducting an initial observation shall introduce themselves at the school site and explain their role and duties to the teacher.

b. Ratings

Ratings will be developed as part of the redesign of the TES.

c. Standard Evaluation Form

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

Each position classification in the bargaining unit shall have a standard form for Comprehensive Evaluations, Annual Evaluations, and Performance Review Evaluations that captures their duties and responsibilities.

d. Who Administers the Evaluation

The principal or assistant principal or teacher evaluator/consulting teacher shall be responsible for administering the evaluation process. Any teacher who performs or assists in the evaluation of another teacher shall be certified by the district as competent to do so. In addition to holding licensure, administrators shall also participate in the training. Teachers assigned to non-public schools and teachers assigned to three or more schools may be evaluated by an administrator designated by the Superintendent, or by a consulting teacher or teacher evaluator.

e. Observation Reports

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

f. Evaluator's Responsibilities

Before a teacher may be given a rating in a comprehensive evaluation, the evaluator(s) must:

(1) have made at least four (4) observations (either individually or cumulatively) of the teacher's performance, sufficient in length to justify the conclusions; new hires and teachers on intervention must have at least six (6) observations;

(2) have consulted with the teacher being evaluated;

(3) have provided the teacher with written suggestions for improvement which are reasonable;

(4) provide written reasons for such decision after a final consultation with the teacher; and

(5) provide feedback after Comprehensive Evaluation.

After the deadline for appealing scores has passed, the Teacher Evaluator (TE) and teacher shall have a conference. The TE shall provide the teacher with feedback about the evaluation that includes specific written recommendations based on the strengths and deficiencies witnessed by the TE. The feedback shall include professional development opportunities and possibly specific workshops, courses, seminars provided by the District, Mayerson or other providers.

The teacher is expected to use the product of this conference to design their Individual Professional Development Plan (IPDP) and to develop goals and measurement parameters for annual evaluations until the next comprehensive evaluation.

g. When Teachers May Be Evaluated using the Comprehensive Evaluation Process

h. Teachers will be scheduled for a Comprehensive Evaluation:

(1) during the teacher's first year of service

(2) during a teacher's last year of resident educator status

(3) every fifth year of service, as funding allows

(4) during the year preceding eligibility for a continuing contract

(5) when the teacher is on intervention

(6) when the teacher is applying for lead teacher credentials

(7) when the teacher volunteers, if capacity to serve them exists

(8) when the teacher has been assigned to a different position classification

(9) when the teacher has not met the performance standard expected for his/her current level as defined in TES.

If a teacher currently at career level or higher receives a 1 or 2 in any domain, the subsequent comprehensive evaluation will be conducted through the Intervention component of the Peer Assistance and Evaluation Program.

i. Annual Assessment

(1) A teacher shall undergo the annual assessment every year s/he is not participating in a comprehensive evaluation or induction or intervention. Annual assessment, defined in the TES shall include at least 1 classroom observation sufficient in length to justify the conclusions reached.

(2) A teacher may participate in a Performance Review Evaluation (PRE) at levels 12-15, 17-19, and/or 22-25.

Teachers will be scheduled for a Comprehensive Evaluation upon reaching levels 16, 21, or 26. Additionally, a comprehensive evaluation will be completed prior to level 8 in anticipation of a continuing contract.

j. Referral to Intervention

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

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

(3) Teachers on intervention shall not move on the salary schedule until they have been released from intervention. At that time, they will be placed on the appropriate level based on the criteria in §700.

k. Teacher Request for a Comprehensive Evaluation

Teachers, who ask to be considered for a continuing contract, teachers applying for initial lead teacher credentials, and volunteers, if capacity to serve them exists, must submit a written request for comprehensive evaluation to Human Resources starting April 15, but no later than September 15.

l. Use of Evaluation

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

m. Special Assistance for Newly Assigned Teachers

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

n. Teacher's Copies of Reports

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

o. Deadlines for Final Written Evaluations

The Comprehensive Evaluation Summary shall be completed and submitted to the Human Resources Office no later than the 2nd Friday in March if the rating could result in the teacher being non-renewed, terminated, placed in intervention, or denied an increment. In the case of a recommendation of non-renewal arising out of the evaluation process only, the evaluator's recommendation of non-renewal of a limited contract shall be given to the teacher not later than the 2nd Friday in March. All other evaluation reports shall be completed and submitted by May 1. Failure to meet these deadlines may be a basis for appeal. Copies of all evaluation materials shall be furnished to the teacher evaluated prior to placement in the teacher's personnel file. The teacher shall have the right to attach a written comment to the report. In the event the teacher is to be terminated, the Board shall advise the teacher in compliance with the Ohio Revised Code.

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

p. Appeal Process

This paragraph applies only to evaluations done outside the Peer Assistance & Evaluation Program Process:

The Superintendent and Federation President shall each appoint two (2) members to a TES Appeals Panel. The Panel shall review TES appeals of teachers. Teachers may appeal the scores by sending a written *Request for Review* to Human Resources within 10 working days of receiving the final scores on the comprehensive evaluation. The TES Appeals Panel shall review the documentation and determine if the evidence supports the scores given by the evaluators. If not, the TES Appeals Panel will review the evidence and provide new scores. If the TES Appeals Panel overrides the appeal, it shall delineate the specific rationale in writing to the teacher.

q. Appeal with Respect to Non-Renewal

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

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

(2) Teachers not evaluated, as part of the PAEP shall have those appeal rights from an administrative recommendation for non-renewal specified in Appendix C. A limited contract teacher with less than five consecutive years of satisfactory or better service shall be entitled to a written notice of the Superintendent's recommendations not to re-employ the teacher and such notice shall be given to the teacher no later than the first Monday in April.

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

r. Joint Committee Decision-Making

After the first year of implementation of the TES, the EIP shall be responsible for the following:

(1) Appointing a joint subcommittee to review and revise the TES guidelines once the work outlined in the TES MOU of November 3, 2010, is completed.

(2) Analyzing data and monitoring the progress of the Teacher Evaluation System for equity, reliability and fairness.

2. Peer Assistance and Evaluation Program

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

a. Peer Review Panel

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

Beginning one year after the ratification of the new Teacher Evaluation System, the PRP shall review the program guidelines every two years.

b. Scope of Program

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

c. Caseload for Consulting Teachers and Teacher Evaluators

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

However, the contractual TES Workgroup and subgroups established by the parties will, as a product of their work, revise the limits for caseload for full-time and part-time Consulting Teachers and Teacher Evaluators effective the 2011-12 school year.

d. Term for Consulting Teachers/Teacher Evaluators

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

e. Applicants for Consulting Teachers/ Teacher Evaluator

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

f. Stipend

Full-time Consulting Teachers/Teacher Evaluators are lead teachers. The PRP shall consider any lead teacher applicant(s) who is properly certificated for an available Consulting Teacher/Teacher Evaluator position. However, if no lead teacher applies, the PRP may select an otherwise qualified applicant who is not a lead teacher but has received an advanced or accomplished rating on their last evaluation.

Consulting Teachers/Teacher Evaluator shall receive lead teacher stipends consistent with the CITP agreement. However, a Consulting Teacher/Teacher Evaluator who is not a lead teacher shall receive an annual stipend of $3000.

g. Mid-Year Dismissal

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

h. Teacher Responsibilities

Teachers being evaluated under the PAEP are expected to cooperate with the process.

If a teacher's excessive absences prevent the CT from completing the evaluation proeess, and at least two evaluations have been completed, and the scores at that time would justify non-renewal or termination, the teacher shall be non-renewed or terminated. However, the teacher may opt to return the following school year if they agree to undergo at least two observations prior to December 1. If, after those two observations, the teacher's evaluation would still justify non-renewal or termination, the teacher may be released any time thereafter. To participate in this option, the teacher is required to sign an agreement permitting early release from employment.

§215 DISCIPLINE AND DISMISSAL

1. Right to a Conference

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

2. Notice and Site of the Conference

Disciplinary conferences may be held either at the Education Center or at the school. The teacher shall receive at least three (3) days notice in writing of the conference and said conference will be arranged at a mutually convenient time for all parties.

3. Conference Timing

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

4. Rights under State Law

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

5. Discipline

As a form of disciplinary action, the Superintendent may recommend to the Board that a teacher be disciplined. Such discipline may include: administrative leave with pay from one to ten days and up to a three-day suspension without pay. However, a teacher may file a grievance challenging the suspension.

§220 TEACHING ASSIGNMENTS

1. Change in Assignments Defined

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

2. Certification/Licensure

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

3. Vacancies in Buildings

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

4. Assignment to Teams

A teacher who wishes to change teams must submit his request to the team leader and principal. All other requests for changes in assignment must be submitted to the principal by February 1.

Once the school has received its annual budget, the staff will develop team structures according to §145 or to other organizations approved by the Superintendent, and submit team plans by February 10 to the ILT. The ILT will either approve or reject the staff's overall and individual team plans. The principal must also concur. If either has concerns or objections, the team or teams will reconvene and resolve the objections by February 20. The ILT and principal shall determine team assignments by March 1. The LSDMC shall review the overall team plans.

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

5. Principals' Role

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

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

The principal shall either:

a. Approve the recommendations of the department, or

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

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

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

Seniority is not considered unless training experience and individual qualifications are substantially equal. In that situation, seniority shall control the choice.

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

6. Assignment Changes

a. Elementary Schools

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

b. Secondary Schools

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

c. Timing for Changes in Assignment

Assignment changes after the beginning of the school year shall occur only for reasons of change in pupil enrollment or program offerings. After the first quarter, changes shall take place at the beginning of the quarter and the affected teachers shall have at least four weeks prior notification.

7. Teacher Day

a. Length of Workday

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

h. School Organization Structure

K-8, 7-12, and 9-12 schools will follow schedules of predominate school organization (i.e. same opening, closing time, lunch, minutes for instruction and planning bells). Because grades seven and eight are no longer housed in separate facilities, language concerning that specific organizational structure is obsolete.

c. Preparation Time - Elementary Teachers

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

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

d. Elementary Library Session

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

e. Paraprofessional Schedule

Paraprofessionals who work directly with a team of teachers will be scheduled by the team. Paraprofessionals who serve the school as a whole, if any, shall be scheduled by the ILT and approved by the principal. Any overload paraprofessionals may be scheduled for up to 60 minutes of duty and lunch. Paraprofessionals shall not be diverted from their approved schedule except in emergencies.

It is the intent of the district that non-teaching supervisory duties should be assigned to non-teaching personnel and every effort shall be made to do so. Such duties shall include monitoring bus arrivals or departure or student boarding, monitoring the cafeteria, playground, hallways or student restrooms. The ILT shall recommend a schedule of duties for paraprofessionals to the principal. To the extent possible, the principal shall assign duties as recommended. If an insufficient number of non-teaching personnel hinders the assignment of supervisory duties to non-teaching personnel, the school may request additional paraprofessional time from the Teacher Allocation Committee.

Teachers will cooperate in the evaluation of Paraprofessionals who assist in their classroom.

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

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

f. Daily Schedule - High School Teachers

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

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

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

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

(4) High schools may adopt schedules different from the three options above, provided the schedule is recommended by the principal and ILT and approved by a 2/3 vote of the entire faculty. After presentation of the proposed schedule, approval by the LSDMC and final approval by the Superintendent is required.

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

g. Team Planning

At schools, the ILT shall adopt a schedule in which teachers assigned to a team are scheduled for team planning, if possible, no less than one (1) class periods/week. The Board shall not be required to employ additional teachers solely to comply with this provision.

h. School Day

The daily schedule shall be determined by the ILT and LSDMC. The Superintendent shall determine which schools will be early and late starts and the daily schedule must be within §220 7a.

K-12 schools shall adopt master schedules that accommodate the different needs of elementary and secondary students. The secondary and elementary divisions they designate shall adhere to the provisions in this section. The ILT shall seek recommendations from the level when making decisions affecting only that level.

i. Leaving School or Work Center

Teachers may only leave the school or work center with the approval of the principal or his/her designee, or during the 30-minute duty-free lunch. The teacher shall always notify the office of departure and arrival.

j. Number of Preparations - Secondary Teachers

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

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

k. Assignment of Specialists/Librarians

Elementary Teacher-Librarians/Media Specialists

Each elementary school shall be staffed with a full-time Teacher-Librarian or licensed Media Specialist. In the event a properly licensed Teacher-Librarian or Media Specialist is not available to fill a vacancy, the school may choose another specialist to fill the vacancy. Teacher-Librarians or Media Specialists shall work an additional five days beyond the standard teacher contract. In schools of 700 students or more, a paraprofessional shall be assigned to the library for one hour a day to assist the teacher/librarian. This paraprofessional should be proficient in the use of technology.

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

Specialists Service to All Schools

The Board will provide P.E., art, music, and library services to all elementary students. Access to these specialists shall be equitably distributed among all schools based on enrollment. Expansion of these services shall be tied to district resources.

All students shall have access to the services of a counselor and/or school social worker.

Specialists may be assigned to more than 2 schools. Any teacher assigned to more than one school shall have non-classroom duties at only one school. The time allowed for travel shall not be during the 30-minute duty-free lunch period.

The parties are committed to providing instrumental instruction to elementary students. Commitments to provide personnel for this instruction shall be maintained. Elementary music instructors may be assigned up to 5 schools. In addition, at those elementary and secondary schools, where program demands it, instrumental, and choral music instructors will be provided to secondary schools based on the availability of funds. These teachers shall be centrally assigned and may be assigned to more than 2 schools.

l. Pupil Breakfast Programs

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

m. Traveling Teachers

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

8. Professional Responsibilities

a. General Responsibilities

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

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

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

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

Faculty meetings may he used for professional development.

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

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

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

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

b. Activities Considered in Evaluation

While teachers may participate in other activities beyond the school day not referred to above and in additional activities, such other or additional activities are voluntary. However, these activities, once undertaken, are a component of the Teacher Evaluation System.

c. Activities Receiving Additional Compensation

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

9. School Calendar

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

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

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

Student Instructional/Attendance Days – SY 2011-2012 ..... *182*
Student Instructional/Attendance Days – SY 2012-2013 ..... *180*

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

Records/Conference Days *1*

At semester break, teachers will receive one release day and are expected to perform the equivalent of two one-half days of parent/team conferences arranged at a mutually convenient time in their school and coordinated within the district calendar. These two, 3-hour conferences shall be scheduled for evenings no earlier than 5:30 p.m. to accommodate parent work schedules. These conferences should be scheduled within the parameters established by the district.

Professional Meeting Days – SY 2011-2012 ..... *3*

The opening day of school without students is for the purpose of preparing for the opening of school.

Calendar years 2012-2013 and 2013-2014 will be aligned with state law and developed according to the process outlined in the CBA.

Paid Holidays *8*

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

Total School Year **191**

10. Monthly Calendar

The adopted school calendar shall be printed at Board expense in the "monthly" format. Each member of the bargaining unit shall receive one (1) such copy of this printed calendar.

11. Preparation for Instruction

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

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

§230 TEACHER ABSENCE

1. Availability of Sick Leave Allowance

a. Accrual of Sick Leave

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

b. Availability of Sick Leave

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

c. Accumulation of Sick Leave

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

d. Attendance Incentive

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

2. Sick Leave Advance

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

a. STRS Disability Applicants

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

b. Paying Back Advanced Sick Leave

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

c. Yearly Limits

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

d. Repayment before Teacher Accrual

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

e. Balance at Separation

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

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

f. Approval of Advance

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

3. Termination of Employment and Sick Leave

a. Retaining Sick Leave Upon Termination

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

b. Credit for Previous Employment upon Re-Employment

A teacher re-employed by the Board who, since leaving the employ of this Board, has been employed by other boards of education or by state, county, or municipal governments of Ohio shall receive full credit for sick leave accumulated both in the prior employ of the Board and in the employ of other agencies listed above as shown in the records of the last employing organization in accordance with the Ohio Revised Code.

c. Credit for Previous Employment upon Initial Employment

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

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

4. Limitations and Requirements for Sick Leave Allowance

a. Restrictions on Sick Leave Allowance

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

b. Use of Sick Leave

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

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

c. Procedure for Using Sick Leave

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

d. Maternity/Paternity/Adoptive Leave

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

5. Frequent Absence

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

6. Medical Explanation

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

7. Abuse of Sick Leave

At any time the principal has reasonable suspicion that a teacher is abusing any claimed sick leave, the principal may require the teacher to present evidence that his/her use of sick leave is legitimate, or may give the teacher a written warning which shall include reasons for the suspicion of abuse. The teacher may choose to present evidence that his/her use of sick leave is legitimate to the EAP or similar service. In that event, the EAP shall verify to the Board if the teacher's use of sick leave is legitimate but shall not reveal the specific conditions or reasons, without the employee's consent, unless otherwise required by law.

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

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

8. Return to Work

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

9. Extended Absence Due to Personal Illness

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

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

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

10. Death in Family

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

11. Personal Leave

Three (3) personal leave days shall be available for teachers who are employed before September 30 in the school year. Any teacher employed October through January shall be allocated two (2) personal leave days. Human Resources may assign up to two personal days for teachers employed after January.

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

Personal leave shall be granted if the request complies with the site's personal leave plan and sufficient notice has been provided to the principal. Five (5) days prior to leave on Tuesday through Thursday and ten days prior to leave on Monday or Friday, the day preceding or following a recess or holiday, or any day in May or June is considered sufficient notice. In cases of emergency, these time limits shall be waived.

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

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

Any teacher may, at any time upon application and approval thereof, be granted a leave of absence for military service not exceeding thirty-one (31) days in one (1) calendar year as specified in Section 5923.05, Ohio Revised Code. If the teacher's military pay during such a period of absence is less than his/her regular pay would have been for such period, s/he shall be paid by the Board the difference between his/her regular pay and his/her military pay for such period. In determining the teacher's military pay for the purpose of this section, allowances for travel, food, housing or uniforms shall not be considered, but any other pay or allowance of whatever nature, including longevity pay, shall be considered.

13. Extended Military Service

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

14. Non-Compensated Leaves of Absence

a. Personal Illness or Illness in Immediate Family

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

b. Study and Peace Corps

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

c. Travel and Special Consideration Leaves

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

d. Maternity/Parental/Adoptive Leave

(1) A teacher anticipating the birth or adoption of a child to the family may request a maternity/parental or adoptive leave of absence.

(2) A teacher desiring such leave shall send, as soon as possible, to the Human Resources Office a request for such leave, which shall indicate the date desired to begin such leave. The request shall be accompanied by a statement from the physician indicating the anticipated birth of the child. In the case of a request for adoptive leave, a statement from the adoption agency may be substituted for the physician statement.

(3) The teacher shall, except in unusual circumstances, plan such leave to begin at a natural break in the instructional program, such as the end of a unit of study, the end of a marking period, the beginning of a vacation period, so that effectiveness of instruction may be maintained. If the conditions set forth in subparagraphs (1) and (2) above are met, the request for leave shall be granted.

(4) The date of return from such leave shall be determined by the teacher after consultation with his/her physician, where applicable, and shall be planned to coincide with a natural break in the instructional program.

(5) The Human Resources Office may require a statement from the teacher's physician stating that the teacher's health will not be jeopardized by her remaining at work prior to leave or her returning to work following leave.

(6) A maternity/parental/adoptive leave shall be for a definite period, usually the current contract year (unless the leave commences in the second, third, or fourth term of the contract year in which case it may extend, at the teacher's discretion, through the next ensuing contract year) subject to renewal for medical reasons substantiated by a physician's statement.

e. Public Service Leave

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

f. Duration of and Return from Leave of Absence

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

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

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

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

(2) The teacher requests the leave by August 1.

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

g. Return from Disability Retirement

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

disability retirement. If the returning teacher has been on disability retirement for more than three years, s/he may be placed on evaluation, provided the teacher is notified no later than October 31.

15. Civil Disturbance

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

16. Appearance in Court

a. Compensation During Jury Duty

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

b. For Personal Matters

A teacher required to testify or to attend court proceedings as a party in a criminal or civil matter, not of their own making, may use jury duty for the absence. Otherwise, personal leave shall be used.

c. Compensation When Teacher or Federation is a Party

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

d. Subpoenas

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

17. Assault Leave

a. Procedure

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

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

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

b. Payment for Medical Treatment

If medical attention is required, a certificate from a licensed physician stating the nature of the disability and its duration shall be required before assault leave can be approved for payment. Falsification of either a signed

statement or a physician's certificate is grounds for suspension or termination of employment under Section 3319.16 of the Ohio Revised Code.

c. Exclusive of Sick Leave

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

§240 TEACHING CONDITIONS

1. Contributions/Donations

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

2. Faculty Facilities

The Board will continue its efforts to keep the schools reasonably and properly equipped and maintained for the benefit of teaching and learning.

3. Faculty Space

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

4. Intercoms/PA Systems

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

The administration shall be responsible for the efficient operation of the public address system. An audible signal shall be given to indicate the intercom is "on". Announcements during instructional time shall be minimized.

5. Personal Use of Technology

Each individual teacher receiving an emergency telephone call in the main office will be notified of the call. Teachers' use of personal cell phones and technology shall not interfere with their duties during the work day. Misuse or overuse of these devices either for telecommunications or texting is subject to discipline. Any misuse of the district's computers, equipment, or internet access by teachers is also subject to discipline.

6. Library Funds

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

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

7. Health and Safety

a. Cooperation of Board and Federation

The Board and the Federation will cooperate in making reasonable provisions for the safety and health of its teachers.

b. Grieving Hazardous Conditions

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

c. Safety Committee

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

d. Utility Failures

The Federation shall be informed promptly when utility failures occur and of the actions the administration plans to remedy the problem.

e. Snow Removal

The Administration shall implement procedures for prompt removal of snow and ice for pedestrian safety.

f. Safety Procedures for Dangerous Materials

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

g. Moving

Teachers will be compensated through mover's insurance for lost property during transitions provided the teacher has submitted an inventory of personal property to the principal prior to the move; district will supervise actual movement of property.

§250 TEACHER TRANSFER PROCEDURES

1. Voluntary Transfers

a. Honoring Transfer Requests

Teacher requests for transfer will be honored if positions are available and the teacher is qualified for a particular vacancy. However, a teacher who is in the intervention program may not apply for transfer unless approved by the Peer Review Panel.

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

A teacher may refuse a voluntary transfer after accepting a position only for extenuating circumstances and if it is feasible to reassign the replacement.

b. Vacancy Announcements, Applications and Timeline

Teachers may apply for positions by category. Schools will continue to identify specific open positions.

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

The Board shall announce throughout the school district vacancies known for the following school year. Teachers who submit a request for transfer shall be considered for the announced vacancies. The district shall at the same time post Lead Teacher vacancies, indicating if there are vacancies at those schools for which Lead Teachers may apply.

Round 1

During Round One, the following teachers may apply for a transfer to any position listed in the vacancy announcement: teachers returning from leave, teachers surplussed from positions, and unassigned teachers. These eligible applicants may list up to ten (10) positions.

In addition, teachers may request a voluntary transfer to vacancies at schools identified as high needs schools by the School Performance Team and approved by the Superintendent. These eligible applicants may list up to five (5) positions.

A teacher who accepts a position is not eligible to seek another position in subsequent rounds.

Vacancies listed shall be filled, to the extent possible, prior to Round One Deadline.

Round 2

During Round two, the Board shall announce throughout the district all vacancies for the following school year, which were not included in the Round 1 announcement, and those vacancies remaining open from the Round 1 announcement. The district shall at the same time post Lead Teacher vacancies, indicating if there are vacancies at those schools for which Lead Teachers may apply. During Round Two, the following teachers may apply for a transfer to positions listed in the vacancy announcement: teachers returning from leave, teachers surplussed from positions, unassigned teachers. These eligible applicants may list up to ten (10) positions. In addition, new hires with previous experience, and teachers requesting a voluntary transfer.

Vacancies listed on this announcement must be filled, to the extent possible, and teachers notified by the mutually agreed date. However, if vacancies remain unfilled at the end of this transfer period, any remaining requests from teachers returning from leave, unassigned teachers, and surplussed teachers must be considered, along with new candidates.

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

The Board will send an updated list of all vacancies to the Federation and to all schools for posting.

Vacancies which remain or occur after July 1 may be filled first by surplussed teachers and teachers returning from leave of absence who have not yet been placed, and new employees shall also be eligible. The exception to this is the district may hire properly trained Montessori teachers to be assigned to Montessori schools to positions for which they are properly certificated/licensed, even when a pool of surplus teachers without Montessori training exists. The district may also hire outside applicants that can help achieve a higher HQT status for the district before placing surplussed or returning teachers.

Vacancies, which occur after the school year begins, may be filled by hiring. However, teachers hired after the school year begins may be displaced at the end of the school year and treated as surplus.

Any teacher returning from leave, surplussed from a position, or unassigned and who has not been placed by the end of Round 2 shall remain in the pool of teachers to be considered for subsequent vacancies, including during the ensuing school year. If not placed at the beginning of the school year, the district will deploy the teacher in a manner consistent with their certification, training, experience and qualifications, and other considerations consistent with the needs of the district. The teacher shall continue employment with the school district. The teacher may fully participate in transfer rounds in subsequent school years.

c. Teachers Returning From Leave of Absence

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

d. Modification of Dates

The Federation President and the Superintendent will meet annually to set staffing time line dates. They may agree to modify specific dates used in these transfer procedures to accommodate the school calendar. Modifications must be announced before the annual process begins. The dates for budget and staffing activities will be established and announced annually.

*Job share deadline: Prior to Round 1

e. Selection Process

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

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

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

For vacancies occurring during summer recess, the principal shall be responsible to make good faith efforts to contact all screening panel members. At least two members of the screening panel must participate in the summer selection process.

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

f. Determining Factors in Granting Transfer Requests

If more than one teacher who is properly licensed or certified requests a transfer, seniority will not be considered unless training, experience, and individual qualifications are substantially equal. In that case, seniority shall control the choice.

g. Withdrawal of Transfer Request

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

h. Vacancy Announcements to Non-Public School Sites

Vacancy announcements shall be distributed through email and website postings, where available.

i. Newly Created Positions

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

If such a position is created after the June 1 vacancy announcement, a notice shall be posted to the school and district website and emailed to all teachers assigned to the school where the position will be created and who possess appropriate certification or licensure. The Board will allow one calendar week from the date of the notice for teachers to apply before filling the position. Such vacancies are subject to the provisions in §220 Assignment and §250 Transfer.

j. Notice of Transfer Granted

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

k. Monitoring Personnel Actions

At the end of Transfer Rounds One and Two, and by the day after Labor Day, the Board shall publish a cumulative list of the teachers selected for each position to be sent to all CPS sites receiving vacancy announcements.

2. Administrative Transfers

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

In addition to other grounds for administrative transfer, a teacher may be administratively transferred for refusing to take training necessary to implement the school's program focus.

3. Surplussing

a. Reasons for Surplussing

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

(1) Before a teacher is treated as "surplus", voluntary transfer requests from that teacher's building shall be granted if a position is available.

(2) Before a surplus teacher is transferred from his/her school, that teacher who is properly certificated or licensed may displace a junior teacher within the building, provided training, experience, and individual qualifications are substantially equal.

(3) When a surplus teacher is to be transferred from his/her building, that teacher shall have the opportunity to express preference for existing vacancies and be placed along with those teachers requesting a transfer, teachers returning from leave of absence and unassigned teachers. If a choice needs to be made between two (2) or more teachers who are properly certificated or licensed and their training, experience, and individual qualifications are substantially equal seniority shall control the choice.

b. Relocating/Restructuring/Merger/Consolidation/Surplussing in All Schools

Relocating

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

Restructuring

(1) When an entire school is restructured, all teachers assigned to such school who desire to remain with the school by transferring to the restructured site may do so provided the teacher's licensure/certification is appropriate for the position available.

Merger

(1) If an entire program or school is merged with an existing program or school of the same type, all teachers in both sites shall be considered as one staff and any necessary reductions in staff shall be done in accordance with this section.

(2) When new positions are added in a program within a building or school, such positions shall be treated as vacancies.

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

Consolidation

(1) When two or more existing schools are consolidated, all teachers from the sites shall be considered as one staff and any reductions in staff shall be done in accordance with this section. Prior to staffing reductions, teachers from all affected sites shall be given the opportunity to indicate whether or not they want to be considered for a position in the consolidated school. Teachers indicating they do not wish to be considered shall be surplussed without rights.

(2) Teachers indicating they wish to be considered but are surplussed shall have return rights under §250.3c. Additionally, any teacher indicating a preference to remain that is surplussed, shall have rights set forth in §250(3)(a)(2).

(3) When two or more existing schools are consolidated, the administration must consult with the Federation prior to making a determination regarding the strategy for delivering instruction. However, the administration retains the right to make the final determination.

(4) Training shall be made available to all teachers not trained in the strategy for delivering instruction after the consolidation in accordance with the district's overall professional development process.

(5) Surplussing and staffing for consolidated schools will occur in conformity with district-wide transfer schedule and be accomplished by the principal or the administration's designee in the absence of a principal.

c. Returning to Original School

Surplus teachers shall have the right to return to their original school in the reverse order of their transfer out, provided a request for such transfer is made and the return can be accomplished within one (1) year of the original transfer, the teacher's last performance evaluation was satisfactory or better. However, if a surplus teacher joins a team at another school, his/her right to return shall be postponed until the teacher fulfills or is released from his/her team commitment, pursuant to §250.1.m and shall apply only for the ensuing school year.

d. Notification of Surplussing

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

e. School Intervention and Redesign

When a school falls in the Redesign category, based on the criteria set forth in the §155, and is closed, all teachers serving at the school shall be displaced and treated as surplussed. All teaching positions at any new school, which replaces the closed school, shall be considered vacancies. Teachers shall be selected based on their training, experience, and individual qualifications for the program to be offered at the redesigned school and for specific teaching positions. Teachers displaced by school redesign shall have the opportunity to apply for vacancies at the newly designed school or other open positions, if they possess the appropriate certificate or license, and shall have the rights afforded to surplus teachers under §250.3.a (3) above. However, §250.3.c shall not apply.

4. Job Sharing

Two properly certificated teachers may, upon written joint request to the Director of Human Resources prior to Round One, share one position at a single school for the ensuing school year with each teacher assigned and paid 50 percent, upon approval by the principal. Both teachers shall comply with the provisions of the contract and may designate certain

responsibilities and working conditions such as lunch and preparation time subject to the approval of the principal. The Board shall pay the cost of all benefits.

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

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

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

5. Selection of Educational Service Personnel

The following provisions shall govern selection of teachers for vacancies in educational service personnel positions, including counselor, school social worker, psychologist, librarian/media specialist, teacher librarian/media specialist, home-school teacher or home-school coordinator. Teachers who are properly certificated or licensed for one or more of the above positions, or who expect to be certificated or licensed by August 1, may apply by April 15 for assignment to a position for the following school year. Each year the Board shall announce this opportunity to teachers by March 15. The announcement shall include the certification or licensure and any other qualifications required for each position.

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

The purpose of the screening panel(s) shall be to recommend candidates for placement on eligibility lists for ESP vacancies. The panel(s) shall consider all applicants who meet minimum qualifications, including candidates who are not current CPS employees, and shall review references, personnel files, and other data necessary in arriving at its recommendations. All deliberations shall be confidential. The panel shall submit to the Human Resources Office a list of candidates recommended for ESP positions in each of the above categories. This list shall constitute the eligibility list for ESP vacancies for the following school year, unless the position is filled.

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

However, the Human Resources Director or his/her designee may reconvene the screening panel(s) during the summer or during the school year if less than 3 applicants remain on the eligibility list for an ESP category or if there are more vacancies in an ESP category than applicants on the eligibility list.

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

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

6. Unassigned Teachers Notice of Vacancies

Contract teachers who are unassigned shall be notified of any vacancy via email and web posting, where possible, for which they are properly certified or licensed which occurs during the school year and must be considered for the position.

§260 SENIORITY

1. Definition

Seniority shall be defined in priority as follows:

a. Years of Continuous Contractual Service

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

Any employee whose contract is non-renewed or suspended due to reduction-in-force who is subsequently rehired as a contract teacher during the term of his/her re-call right under Section 5 below shall be considered as having continual contractual service.

b. Years in Current Building

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

c. Years in Subject/Level

Total number of years in the assigned subject area and/or level.

d. Years Employed as Certificated Teacher

Total number of years employed as a certificated teacher in a state-approved institution(s).

§270 REDUCTION-IN-FORCE PROCEDURES

1. Introduction

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

a. Reduction-in-Force: to discontinue the services of employees serving in a given classification because of a reduction in the number of positions available.

b. Position Classification: a position title, which is listed on the employee salary schedules by the Board.

c. Displacement: the exercising of the right of an employee with greater entitlement to a position causing another employee with lesser entitlement to be removed from a position within the position classification.

d. Rights: rights of employees determined by the application of the specified criteria listed in Paragraph (2), below.

2. RIF Criteria

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

a. Retired Educational Retirees – In times of economic constraints re-employed educational retirees shall be the first to be released as a result of a Reduction in Force (RIF).

b. Certification and Licensure: Appropriate certification and licensure for the grade level, subject matter to be taught and/or for the position classification.

c. Contractual Status: For the purpose of reductions in a position classification, teachers with limited contracts shall be considered before those with continuing contracts.

d. Part-Time Employment: Part-time employees serving under limited contracts shall be considered for reduction-in-force before consideration of full-time employees.

e. Training, Experience and Individual Qualifications

f. Seniority:

(1) Total number of continuous contractual years of service in the Cincinnati Public Schools, including any period of approved leave. Employees whose contracts were not renewed in April 1974, but who were rehired during the 1974-75 school year, shall be considered as having continuous contractual service. Any employee whose contract is non-renewed or suspended due to reduction-in-force who is subsequently rehired as a contract teacher during the term of his/her re-call right under Section 5 below shall be considered as having continual contractual service.

(2) Total number of years employed as a certificated teacher in a state-approved institution(s).

3. Applying Criteria

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

4. Reduction in Non-Teaching Positions

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

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

Before a surplus employee, who has been changed in status from a non-teaching-position classification to a classroom teacher, is transferred from his/her school, that employee shall have the right to return to their previous classification.

5. Re-Employment

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

If the Board and Federation mutually agree that a need exists for specially trained teachers to be hired during a time when RIF re-employment terms apply, the Board and Federation will negotiate a Memorandum of Understanding.

Employees shall be re-employed based upon the criteria specified in Paragraph (2) above, except for Montessori and Paideia trained teachers. If a choice needs to be made between two or more teachers who are similarly situated with respect to criteria (a), (b), and (c), and training, experience and individual qualifications are substantially equal, the teacher with the greater seniority shall be re-employed. Entitlement re-employment shall remain in effect for twenty-four (24) months. When a satisfactory part-time employee is non-renewed under this article, s/he shall be offered full-time employment, if available, before new employees, but after full-time employees have been re-called.

A teacher reinstated within 24 months (of the start of the first school year following the RIF notification) shall be considered as having continuous contractual service. For evaluation purposes and credit on Salary Schedule C, such teacher shall be credited with the years of service s/he had when laid off.

6. Effect of State Law

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

7. Re-Training

For those teachers laid off due to reduction-in-force who have at least five years continuous experience with the district and received a comprehensive evaluation of 3s or better, the Board agrees to reimburse such teachers for tuition expenses up to a maximum of 12 semester or 18 quarter hours, provided the teacher completes the required coursework for a temporary teaching certificate in comprehensive science, secondary math, or other areas of certification which may be

designated by the Director of Human Resources or his/her designee. If these re-training certification requirements are completed within 36 months, the Board shall re-employ the teacher effective at the opening of the new school year.

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

a. Must be Willing to Accept Full-Time Position

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

b. No Interruption of Benefits

Teachers who are re-employed for the following school year shall suffer no interruption of health or term life coverage provided they complete the re-training within the deadline.

c. Re-Training Agreement

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

d. Notice

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

8. Priority as Long-term Substitutes

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

§300 GRIEVANCE PROCEDURE

1. Definitions

a. Grievance

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

b. Grievant

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

c. Days

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

2. General Provisions

a. Purpose

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

b. Conference

Prior to the formalizing of any grievance into writing, the employee may request a conference with the supervisor for the purpose of presenting a complaint, as well as the possible resolution of the complaint. It shall be the employee's prerogative to have a Federation representative present at such conference or at any other step in the grievance procedure. The parties recommend that attempts to resolve any outstanding issues, as a professional courtesy, be discussed with the principal before a grievance is filed.

c. Federation Right

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

d. Rights of Grievant/Representative

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

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

e. Protection of Grievant

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

f. Hearings, Conference, and Processing

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

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

g. Expediting Grievance

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

h. Reducing Time Limits

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

(2) If a grievance is filed prior to the end of the school year and cannot be resolved by the closing of that school year, the grievance procedure shall continue with all time limits enforced unless it is mutually agreed to carry the grievance into the next school year with time limits strictly enforced.

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

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

i. Labor Relations Administrator/Federation Field Representative Meetings

The Superintendent's designee for Labor Relations and the Federation Field Representatives shall meet bi-weekly to discuss outstanding grievances and/or other contractual issues.

3. Procedure

a. Level One

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

b. Level Two

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

At the request of either the Board or the Federation, grievance mediation shall occur prior to the Level Two grievance conference. The Board and Federation shall agree on an agency, individual, or panel to provide such mediation services. The parties shall develop specific procedures for grievance mediation, with the assistance of the mediator. If grievance mediation is requested, time limits are suspended until the mediation occurs. A formal Level Two conference shall be conducted within 5 days of the final mediation session, unless the grievance is resolved through mediation.

c. Level Three

If the grievance has not been satisfactorily resolved at Level Two, the Federation may demand arbitration within 60 days of receiving the Level Two decision. The arbitrator's decision shall be final and binding.

(1) The Board and the Federation shall agree on a panel of five (5) arbitrators to hear and decide cases for one (1) year on a rotating basis.

(2) The arbitrator selected to consider a particular grievance shall be that arbitrator next in order of rotation who can schedule the hearing with the parties within thirty (30) days.

(3) The parties shall accept a date(s) offered within the 30 days or as soon thereafter as dates are available, unless the time limit is extended by mutual agreement. Unavailability of the parties' representatives shall not be a valid reason for refusing all such dates offered by arbitrators on the panel.

(4) If more than one arbitration hearing is pending at any time, the date of the initial filing of the grievance shall determine the order of rotation of the arbitrators.

(5) After any arbitrator on the panel has rendered an award, either party, within fourteen (14) days, may remove such arbitrator from the panel. In addition, if either party so requests by August 1 of any school year, one or more arbitrators shall be removed from the panel. In either event, the parties shall attempt to agree on additional arbitrator(s) to complete the panel. If the parties are unable to agree on additional arbitrator(s) within fourteen (14) days of the removal of an arbitrator from the panel, the parties shall request a list or lists, as the case may be, of seven (7) arbitrators each from the Federal Mediation and Conciliation Service. The parties shall then alternately strike names from the list(s) until the number of arbitrators remaining equals the number needed to complete the panel of five (5) arbitrators.

(6) The arbitrator shall not have the authority to alter, modify, add to or subtract from any of the terms of this contract.

(7) The costs for the services of the arbitrator shall be shared equally by both parties.

(8) The schedule for post-hearing briefs, if necessary, will be determined by the parties with the arbitrator at the conclusion of the hearing. The arbitrator shall render a decision in writing within thirty (30) days after post-hearing briefs have been submitted or within thirty (30) days after the hearing, if no briefs are to be filed.

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

d. Teacher Termination

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

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

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

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

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

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

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

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

g. Alternate Procedure

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

Grievances assigned to this procedure shall be considered by the Alternate Grievance Panel, consisting of 2 (two) teachers appointed by the Federation and 2 (two) administrators appointed by the Superintendent. In the event of a tie vote of the panel, the grievant shall have immediate access to Level Three of the grievance procedure.

On the Thursday and Friday two weeks before the end of each quarter, the Alternate Grievance Panel shall meet to resolve outstanding grievances. In addition, the Thursday and Friday two weeks before the opening of school, the

Alternate Grievance Panel shall meet to resolve outstanding grievances filed during the summer. Other dates may be agreed to by the Federation and the Board. The grievant, the Federation, and the administration shall be responsible for providing pertinent information and documents to the panel members at least 5 (five) days prior to the hearing.

The panel shall consider the documentary evidence, hear testimony from any witnesses offered by the parties, and render a final and binding decision, including an appropriate remedy, consistent with the terms of this contract, at the close of the hearing. Neither party shall be represented by attorneys, except by mutual consent, but the grievant shall be entitled to representation by the Federation and the administration shall be appropriately represented. If any panel member has a conflict of interest in any grievance, they shall be temporarily replaced by the appropriate party.

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

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

4. Mediation for Lawsuits

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

5. Common Grievance/Arbitration Record

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

§400 PUPILS

1. School Climate

A committee shall be appointed by the Superintendent and Federation President to plan and implement provisions for improved school climate. The planning and implementation shall be completed by March 1, 2011

District level

a. Cincinnati Public Schools Crisis Intervention Team

Cincinnati Public Schools Crisis Intervention Teams shall coordinate the services to schools necessary when students are in an emotional crisis. These may include support personnel from CPS or outside agencies trained in crisis management.

b. Discipline Liaison

The district shall designate a member of Senior Management as the district's discipline liaison. The Discipline Liaison shall be charged with district and school compliance relating to school culture, climate, and discipline.

This includes: conducting school discipline audits; adoption of school discipline plans; collection of data relating to discipline; implementation of Positive School Culture 2.0 at every school; development and use of a student handbook; requiring signed student contracts and encouragement of signed family contracts, enforcement of and compliance with all state laws governing discipline and degrees of removal from the classroom, building and district.

c. A2S/A2E Task Force

The Superintendent and Federation President shall establish an A2S/A2E Task Force. Membership shall include four (4) Federation representatives, four (4) administrators, and four (4) external advocates. The duties shall be to recommend refining the placement of students to alternative facilities in lieu of suspension and expulsion. The emphasis of these programs shall become clinical and diagnostic in nature, and shall include a review of the student's reading and attendance record. Students who are evaluated for status and "test" either as chronically truant or below reading level will begin receiving additional attention at the school level. If the student is evaluated as in need of clinical aid, the student will be provided with two counseling sessions by in-house counselors or ESP. The expected outcome is a reduction in the number of students returning for similar offenses.

The A2S/A2E psychologist and/or the Student Services managers assigned to work with the school psychologist and teacher(s) will develop a transition plan for students returning from A2S/A2E.

d. Discipline Committee

The Board's Student Achievement Committee will establish a Discipline Subcommittee comprised of representatives from schools which will include teachers appointed by the Federation, administration, parent and community groups. The Discipline Liaison shall coordinate the work of the committee.

e. Discipline Plan

In the spring of the school year, schools shall participate in a climate audit during the spring similar or the same as the climate audits used by Mayerson Academy. The Discipline Plan shall be based upon the results of the climate audit, which will be in place for behavioral needs on the first day of school, and incorporate the Pyramid of Intervention.

2. Student Discipline

a. Compliance with District Code of Conduct and State Law

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

b. Administrative Support of Teacher

The Board and Federation agree that consistent enforcement of clear and specific rules are vital to maintaining a safe and orderly learning environment. Teachers, acting in accordance with Board Policy, shall have the full support of the Administration in maintaining classroom discipline. Professional support services shall be provided to ensure that every student's due process rights are protected and that sufficient social services are provided.

c. Self-Defense

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

d. Positive School Culture Plan

The Superintendent shall require that each school adopt and follow a local school discipline policy in accordance with Board policies. It shall include rules for student conduct published in the Positive School Culture Handbook, consequences of violating such rules, responsibilities of parents, teachers, administrators, and other staff. It will encourage prompt communication with parents.

The Positive School Culture Plan shall be developed by the ILT and aligned with the current district strategies. Student representatives, where appropriate, shall be added. The plan shall be reviewed and approved annually, with or without revisions, by the ILT.

The plan shall be completed by the last day of the school year for the following school year. It shall be reduced to writing for the school and distributed to faculty on the first teacher workday of the school year and to students and parents by the first day of the second week of the school year. All students and parents/guardians will be required to sign the resulting Individual Behavior Contract.

e. Removal of Disruptive Students

A teacher shall have the right to remove from class pupils exhibiting disruptive behavior with reasons submitted in writing as soon as possible. Disruptive behavior includes the use of violence, force, coercion, threat, harassment, serious insubordination, or repeated acts of misbehavior, any of which cause disruption or obstruction to the educational process. The right to remove students for cause extends to all curricular and extracurricular activities affecting teachers while acting in the course of their employment.

Once removed, a student will be returned to class once disciplinary action consistent with the school's Positive School Culture Plan has been determined and provided in writing for the teacher and student. If appropriate, the building administrator may also initiate a student assessment to determine if additional social or medical services are required and should be arranged.

f. Chronically Disruptive Students

The A2S/A2E psychologist and/or the Student Services managers assigned to work with the school psychologist and teacher(s) shall develop a transition plan for students returning from A2S/A2E. The same personnel will also work with teachers to develop appropriate strategies for tier 3 students who have exhibited persistent and disruptive behaviors up to and including continuing social and psychological services and mandatory parental/guardian conferences.

The Board and Federation agree to work collaboratively to strengthen professional development and to expand alternative placement centers for chronically disruptive students. Additionally, the Board and Federation agree to form a Task Force for school year 2010-2011 in order to develop expanded services for chronically disruptive students within the law.

g. Student Discipline Reports

Building administrators will provide the monthly discipline school team report in order for the team to develop appropriate action plans.

h. Assistance for Classroom Management

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

3. Teacher Assault by Student

a. Recommendation, Report, and Hearing

When a teacher while performing in the line of duty, including co-curricular and extra-curricular activities, reports an assault by a student, the student shall immediately, in accordance with state law, be suspended or removed to A2S and an investigation promptly begun. The teacher shall submit written facts of the incident to the building/unit administrator and Federation building representative. If the investigation's conclusion is an expulsion is warranted, such a recommendation will be made to the Superintendent. All information gathered in the investigation will, to the extent provided by law, be distributed to the Superintendent, teacher, and Federation.

The principal shall immediately report any alleged physical assault by a student on a teacher to the Superintendent's designated hearing officer and the SRO. The principal shall also submit to the Superintendent's designated hearing officer and to the school resource officer the results of his/her investigation and the disciplinary action taken or recommended. If deemed necessary, the authorized investigative officer will submit the results of the investigation to appropriate public authorities. In the case of an assault on a teacher by a student, the Superintendent's designated hearing officer shall conduct the expulsion hearing and shall make a recommendation to the Superintendent. The teacher shall be notified of the date, time, and place of the hearing and shall have the right to be present. The teacher shall be entitled to representation by the Federation at such hearing. To the extent permitted by law, a student the principal has recommended for expulsion may not return to school prior to the hearing. The hearing shall be conducted within 10 days of the student's suspension.

After considering the results of the teacher's report of the incident, the results of the investigation, and the Superintendent's designated hearing officer's recommendations, the Superintendent shall expel any student who

has physically assaulted a teacher to the extent allowed by law. If a student appeals the Superintendent's expulsion order arising from an assault on a teacher to the Board of Education or to a Board appointed referee, the Board shall notify the teacher and the Federation of such appeal and of the date, time, and place of the hearing. The teacher shall be entitled to representation by the Federation at such hearing.

b. Assistance in Student Assault Cases

The Administration shall:

(1) Obtain information from the building/unit administrator and investigating police officer concerning the case and designate a liaison between the teacher and all parties operating in the case.

(2) Immediately notify the teacher of his/her right to file charges against the student, and to inform him/her of the procedure to be followed. If the teacher files charges against the student, a representative of the administration, upon request, shall be present for any court hearing or proceeding arising from the charge.

(3) Provide the teacher with released time for court appearances stemming from his/her professional activities.

(4) Ensure that the teacher does not lose compensation or accumulated leave.

(5) Assist a teacher who is required to appear in court for an action taken in the exercise of duty to the extent of legal limits. In civil matters, the Board's insurance carrier shall represent the teacher through legal counsel and shall coordinate legal representation with attorneys appointed by the Federation or its insurance carrier. The teacher shall receive compensation for absence from duty for a court proceeding or administrative hearing when such an absence arises from a justifiable line of duty action on the part of a teacher.

4. Pupil Adjustment

a. Intervention Based Services and Supports

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

b. Multifactored Evaluation Referral

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

c. Make-Up Work

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

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

d. Informing Teacher of Student Needs

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

e. Informing Teacher of Problem

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

f. Administrator Present in Building

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

g. Student Absence

In accordance with state law, individual students' progress reports shall include a mark or symbol to indicate that a student was denied credit or is in danger of being denied credit or has failed or is in danger of failing due to excessive absence.

h. Grading and Promotion

Teachers and district administration shall communicate to students and their parents the performance standards students must meet, the meaning of district assessment scores and how grades and rubric scores are determined. Teachers are expected to have documentation for grades and rubric scores assigned.

The teacher's promotion/retention decision (K-8) or report card grade (7-12) may not be changed by the principal. The teacher and principal shall attempt to resolve challenges regarding the report card grade through a collaborative effort between the parties involved. However, if the dispute is not resolved and the principal believes that the teacher's grade or decision is in violation of district policy or is not justified, the principal may request a district audit team composed of teachers and administrators The team shall examine the teacher's documentation and may, if additional evidence is needed, evaluate the student's proficiency using student work the teacher may have. The audit team may uphold or modify the grade or promotion/retention decision. Decisions of the audit team are final.

i. Grade Reporting

Quarter and semester grades shall not be due before noon on the fourth teacher workday of each quarter, except that fourth quarter grades and reports may be due at the end of fourth quarter.

Technology has made it possible for all students and parents to be informed about grades. Teachers are expected to assist in this effort by reporting grades electronically every two weeks on the district-wide grading program. Parents may expect up to a week's delay in reporting the most current assignments. If an assignment is long-term or requires lengthy review, the teacher shall report the status of the assignment until a grade is available. Teachers who have a large total student enrollment, over 160, shall be given special consideration for the reporting of grades. Specialists with total enrollment in excess of 225 will be required to report mid-quarter and final quarter grades.

j. Pupils in Building

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

k. Student Cumulative Records

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

§500 CLASS SIZE

1. Teacher/Pupil Ratio

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

2. Staffing Goals

The Cincinnati Public Schools respect the research that suggests that small classes in early grades have lasting benefits on student achievement. Commencing in SY 2011-2012, it is also recognized that intermediate grade classes benefit from limited numbers of students per class, additional resources will be provided for content delivery and remediation for students identified as at risk.

Schools and teams may exercise discretion internally to attain the smallest possible class sizes, fewest preparations, and maximize human resources within the instructional site guidelines.

3. Class Size Limits

The parties will develop a new procedure to staff grades K-8.

The parties agree to complete the required work by January 10, 2011. Over the life of the contract, the district will employ the new Flexible Student-Centered Scheduling, which will be introduced for the 2011-12 school year.

Through a system of Flexible Student-Centered Scheduling, the parties will demonstrate the commitment to addressing student mobility and to provide high quality instruction. This initial design will be the first step toward developing and implementing a responsive means of staffing schools and managing class size that provides quality instruction from licensed professionals.

The parties have agreed to the following guidelines regarding developing a new process to staff schools.

- The process shall be cost neutral to the district.
- Students will receive instruction from a greater number of highly qualified teachers.
- Student mobility, staffing and overload issues will first be addressed at the primary, intermediate, or middle school level; then the team level.
- Teachers will take responsibility for the students on their vertical teams and make accommodations for small differences among the team members in class sizes, while maintaining an average class size no greater than 22 for primary, 28 for intermediate and middle school.
- The Class Size Ratio Pilot will be reviewed and evaluated on an at least quarterly basis by the Joint Class Size Subcommittee, which will make recommendations for adjustments regarding ratios and staffing to the Superintendent for implementation as needed.
- While the new Flexible Student-Centered Scheduling is developed for K-8 neighborhood schools, other schools with grades 7-12 can, with Superintendent approval, also be incorporated, where and when as appropriate, either in a whole school or grade or program-specific manner.
- The district will provide professional development to make the staffing and teaming initiatives successful
- Montessori schools and city-wide magnets (Fairview, AWL, AMIS, Taft Elementary, and SCPA) shall continue their current staffing patterns with some minor modifications. In the future, other schools may be added to this list.

These class size calculations do not apply in the Montessori setting or in schools with particular programs where 25 is the preferred class size.

City-wide magnet schools: Fairview, AWL, AMIS, Taft Elementary, and SCPA will follow the old CBA language. All schools not in the Class Size Ratio Pilot will continue using the Class Size Limits listed in the table below until the Class Size Ratio Pilot is evaluated and adopted as the future model.

Non-city-wide magnet schools will follow the new elementary class size limits.

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

* The class size for specialist classes is to support inclusionary practices.

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

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

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

No teacher in grades 7 through 12, if at a secondary 7-12 structure, shall be assigned more than 4 students above the limit. Teachers in grades 7-12 who are assigned 3 to 4 students above the limit and no other arrangements can be made shall have the right to receive overload payment.

Teachers in grades 7-12 who are assigned 1 to 2 students over the limit shall receive an overload payment of $135.00 per student per instructional hour per year at the conclusion of the school year.

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

a. grades 7-12 Class size (academic) 31 – 32
   grades 7-12 Class size (specialist) 35 – 36

b. For a teacher to qualify for overload payment in sub-paragraphs c. and d. below, the above class sizes shall have been met for at least one-half of a quarter.

c. If the teacher has the student less than five and one-quarter hours per day, the $135 rate per student is pro-rated.

d. The $135.00 overload payment in grades 7-12 is established for each student, seen one period per day, all year long. Students seen less that five periods per week will be pro-rated as a fraction per week and/or the full year, whichever is applicable.

Class size limits shall not apply to band and choir.

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

4. Enforcement Procedures

Enforcement procedures for class size limits shall be as follows:

The Teacher Allocation Committee (TAC) shall continue to monitor class size at all district schools and shall advise the schools on steps they can take to staff within class size limits. The TAC may recommend to the Superintendent to re-assign teachers through the end of quarter one. In exceptional cases where a school is unable to organize classes within the limits, the TAC shall recommend additional funds for new teaching positions up to a district wide limit of $950,000.

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

The TAC may recommend overload pay based on mutually developed guidelines.

Special education enrollment at the district, school, team, and classroom will be assessed and analyzed. Inclusion teachers will be required to schedule their services with general education classes for entire bells, in accordance with students' IEPs if the teachers, principal, and Student Services Manager determine that remedy to be the best instructional option available.

The general education teacher and intervention specialist are expected to work together to develop a plan of instruction.

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

Addressing Overage Students

In order to reduce the drop-out rate achievement gap and increase the graduation rate, secondary schools may request to participate in a pilot program designed to address the presence of students who chronically repeat core academic classes. These schools have the option of addressing overage students in any number of ways. Beginning the 2011-12 school year and throughout the life of this contract, students who are repeating a course for credit or are taking a course intended for students two grade years younger, shall be considered overage. These students may or may not be assigned to a general classroom of students taking the course for the first time. The district and schools may provide alternate instructional programs that address the needs of overage students.

Separate classes for credit recovery or additional site arrangement for both student and staff scheduling may be established by schools in order to focus on student growth, reduce class size, and improve scheduling efficiency.

To assist serving these students and others, the district will organize a specially prepared cadre of teachers. The cadre may be shared among schools.

§605 EDUCATIONAL SUPPORT PERSONNEL (ESP)

1. General Coordination of Support Staff

a. Caseload

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

In any school, counselors shall meet, at least annually, with the principal or designee, for the purpose of assigning caseloads within a school. To the extent possible, caseloads shall be assigned on an equitable basis.

b. Facilities

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

2. Speech Pathologists

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

3. School Psychologists

a. Vacancies, Transfers, and Assignments

There are presently three general categories of School Psychologists.

(1) School Psychologists

(2) Auxiliary Services School Psychologists

(3) Special Program Positions

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

The parties agree that school psychologists shall be included in the new Collective Bargaining Agreement and shall have contracts of 196 days. Any newly hired psychologists shall receive a contract for 196 days. However, for the duration of the current contract the current psychologists shall have contracts of 201 days.

4. School Social Workers

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

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

5. Other Staff

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

6. Substitute Educator

A substitute educator is a teacher assigned to a position that is vacant. They do not have entitlement to the position for the following year. They have all the rights guaranteed by this agreement, although they are not under contract with the district.

7. AEL Educator

An AEL educator is a teacher assigned to a position that is vacant, working towards licensure under sponsorship of CPS in a specific area. They have all the rights guaranteed by this agreement, although they are not under contract with the district. Upon attainment of licensure, they are eligible to receive a contract.

8. Academic Specialist

An academic specialist is a teacher assigned to join a team pursuant to §500.3. An academic specialist may be reassigned to another school or another team at the same school, if that team is no longer eligible for the assistance. This may occur only at the end of each semester. If under contract, for surplussing and transfers, the teacher shall be considered as staff at the school they are assigned to as of March 1.However, for purposes of surplussing, academic specialists have no rights to displace any teacher assigned to the school at the beginning of the school year. If the teacher is hired after the start of the school year, the teacher will be treated as a displaced teacher.

§610 SPECIAL TEACHERS

1. Special Education

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

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

a. Special Education Workgroup

The Administration shall establish a Special Education Workgroup. The Administration shall recommend to the Board that the Workgroup report to an appropriate Board Committee. The Workgroup shall include an equal number of administrators and teachers. Parents, agency, and community members will also be part of the Workgroup. Parents and teachers of regular education students shall be included. Specific duties shall include:

- Review district compliance with state and federal law, and the interpretation and implementation in response to these laws.
- Analyze special education enrollment trends including students who are in the process of being identified for services.

b. Special Education Compliance

The parties agree to establish a Special Education Compliance Committee to meet at least quarterly. The committee shall examine issues regarding services to special education students in self-contained and regular education classrooms and make recommendations to TAC and the Superintendent regarding additional resources.

c. Intervention Specialists' Curriculum Council

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

- The Curriculum Council shall communicate with the Special Education Workgroup.
- Review Communication Plans to employees regarding serving special education students. Plans should include research, best practices, and established responsibilities. The audience should include all employee groups and affected parents and agencies.
- Review models of service delivery to students in various schools. Formalize these models and make them available to other schools. This review shall include examining how resource rooms may be funded and appropriately used.
- Develop guidelines for IATs, including composition, outcomes and timelines.
- Identify the tasks currently done by Case Coordinators. Develop models for schools to use to accomplish these duties.

d. Service Delivery

The number of students served in or assigned to a special education classroom period/teacher or a preschool disability class/teacher shall not exceed the limits set by the Ohio Department of Education (ODE). As of 1/1/2011 ODE limits are as follows:

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

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

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

Weight per Student	Instructional
MD (K-12)	12.5
HI (K-12)	12.5
VI (K-12)	12.5
OI/OHI (K-12)	12.5
ED (K-12)	10.0
CD (K-8)	8.33
CD (9-12)	6.25
SLD (K-8)	8.33
SLD (9-12)	8.33

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

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

However when, due to the building schedule, student load and or staff size, that limit cannot be accommodated, the general education teacher, principal and student services manager will meet to determine how best to service the students that contribute to the total IEP load of over six.

The solutions may include staff arrangements, increased technology, required co-teaching, student reassignment, weighing the severity or nature of the disabilities and assessing the requirements of each student's IEP in order to determine the services needed and possible arrangements that would assist student learning.

The meeting among the principal, general education teacher and student services manager will take place within the first ten school days. Resulting in-house arrangements will be in place prior to the TAC week and if the in-

house solution requires district support for the students, the building principal and student services manager will co-sign a preliminary TAC request specifically related to students with special needs.

e. Placing Students in Classes

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

Primary and intermediate *students with disabilities* shall not be assigned to the same special education instructional period, except students in grades 2, 3, 4 and 3, 4, 5 may be assigned to the same class.

f. IEPs

Intervention Specialists are responsible for facilitating the annual completion (throughout the school year) of all Individual Education Programs (IEPs) for every student on their caseload. All IEPs are to be submitted by the annual due date to the Department of Student Services immediately upon completion. Each intervention specialist who is responsible for preparing more than six IEPs shall be assigned two "IEP workdays" annually, for which they will receive compensation at extended daily rate. These workdays are to provide time for the intervention specialist to prepare for and/or participate in IEP conferences and shall be scheduled prior to the deadline for submission of IEPs.

Any teacher responsible for writing IEPs in excess of the district enrollment limit will receive 7 hours at extended pay.

All IEPs will be readily accessible to the general education teachers who are assigned students with special needs no later than October 1, 2010. Those IEPs will be made available electronically two weeks prior to the start of the school year or immediately upon completion and signature during the year.

g. Alternate Assessments

The district will offer training on the alignment of IEPs, academic standards, and alternate assessments at the beginning of the school year. In addition, up to 2 days will be offered by the District for completion of alternate assessments, centrally or at the school as deemed necessary by the teacher. Class coverage will be provided by the school for both sessions, prior to the due date for submitting alternate assessments. The Department of Student Services shall establish a fund to provide resources to teachers requiring materials for students who are on alternate assessments.

h. Case Coordinators

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

Case coordinators shall be appointed from applicants by a selection panel appointed by the ILT and approved by the Student Services Director. The panel will consist of the principal, intervention specialist and general education teacher from each site requiring a case coordinator.

An intervention specialist or counselor, school social worker, or school psychologist shall receive priority consideration for the position. If none are available, a general education teacher may be appointed.

Case Coordinators shall receive supplemental pay at an annual rate according to compensation guidelines developed by the Review Committee. Case Coordinators who are released from teaching responsibilities will not receive Case Coordinator stipend.

In school year 2010-2011, Case Coordinators shall be paid from a pool of money in an amount not to exceed $115,000.

The parties shall make recommendations revising the duties and pay of the Case Coordinators by March 1, 2011 for ratification and implementation for the 2011-12 school year.

i. Special Education Reopener

If the State of Ohio adopts legislation that mandates substantial changes in the design of the Special Education Program, the parties shall reopen regarding the impact on terms and conditions of employment no later than 120 days before the changes take effect.

2. Career Technical Education

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

3. Pre-School Teachers

a. Teacher Workday

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

b. Benefits and Leave

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

c. Salaries

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

d. Budget

Pre-school teachers shall be informed of the supply equipment and materials budget for their program.

e. Seniority

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

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

f. Grant Opportunities

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

4. Work-Study Coordinators

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

5. Summer School Teachers

a. In schools that operate a summer school program for their own students, principals shall select teachers for summer school positions from among applicants within the school. Positions not filled by teachers at the school shall be announced throughout the district. Preference shall be given to teachers with appropriate certification and grade level. Within those categories professional or above teachers will receive placement to summer positions.

For any summer school program operated by the district, positions will be announced throughout the district and teachers shall be selected on a district-wide basis. Preference shall be given to teachers with appropriate certification and grade level. Within those categories career or above teachers will receive placement to summer positions.

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

c. Evaluation procedures will be limited to the end of session program assessment. A district administrator will evaluate the summer bridge or extension programs. Regular summer school programs will be assessed based upon student outcomes. Other summer school teachers will not be evaluated.

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

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

f. If a reduction in the number of summer school teachers in a summer school operated by the district or school building becomes necessary after the beginning of summer school, summer school teachers shall be released within the level based on certification or licensure, seniority, beginning with the least senior.

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

h. Terms of the Collective Bargaining Agreement pertain to summer school teachers.

§620 SUBSTITUTES

1. Definition

a. Class I – Daily Restricted Substitute

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

b. Class II – Daily Rate Substitute

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

c. Class III – Daily Substitute

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

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

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

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

d. Class IV – Operational Substitute

An operational substitute is a substitute teacher who is assigned daily and reports daily to their assignment.

e. Class V – Leave Substitute

§620.10.a Substitutes assigned to serve in the classrooms of teachers on leave and become leave substitutes after assignment to the classroom for twenty consecutive workdays.

f. Substitute Hourly Rate

The substitute hourly rate will be recommended by the Human Resources department annually.

2. Workday

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

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

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

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

b. Records Day

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

c. At a school, Restricted Daily Substitutes shall be placed in the assignments for which they were called, unless:

(1) reassigned in the same area as the original assignment. Areas are defined as academic, non-academic, or special education.

(2) assignment for which called is no longer available.

(3) called for one-half day but full day assignment is now available.

(4) an insufficient number of substitute teachers are available in the building

(5) reassigned in the substitute teacher's area of certification

(6) no specific assignment was designated

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

d. §220.8.a (1), (2), (3), (4), Par 1 shall apply to building substitutes (Class IV) and Class II substitutes

e. Call-in Pay

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

Restricted Daily substitutes may refuse reassignment without affecting their call in pay.

3. Evaluation and Career Plan

a. Daily Reports

By January 2011, the Board and Federation will develop a two-part report substitutes must complete to share information regarding their workday(s).

b. Appointment/Discipline/Dismissal

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

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

4. Sick Leave

a. Operational Substitutes

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

b. Sick Leave Conversion

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

5. Appearance in Court

Class III, IV, and V substitute teachers are eligible for leave for Appearance in Court pursuant to §230.16.

6. Fringe Benefits

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

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

c. If a leave substitute (Class V) has been in an assignment for at least 30 days of the last quarter, worked at least 85 days during the school year, and has served to within 5 days of the end of the school year, s/he will not lose benefits during the summer recess.

7. Daily Substitute Teacher List

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

8. General Provisions

In addition to paragraphs 1 through 7 of this section above, the following provisions of this contract apply to daily rate substitutes: §100 Term of Contract; §110 Recognition; §120 Fair Practices; §130 Federation Rights; §140 Personnel Files; §150 School Leadership; §155 Flexibility; §160 General Provisions; §180 School Budgets; §220 Teaching Assignments, Par 6, 8, and 11; §230 Teacher Absence, Par 18; §240 Teaching Conditions; §300 Grievance Procedure; §400 Pupils; §700 Salaries/Fringe Benefits, Par 2,p and r, §800 Board Authority; §810 Amendment; §820 Legality; §900 Term of Contract; and other provisions which are expressly applicable to daily rate substitutes or a particular class of daily rate substitute. No other provisions apply.

9. Substitutes

a. Definition

Leave Substitutes are defined as substitutes for teachers on leave and who serve on a temporary basis in a position for more than 20 consecutive working days. The effective date of appointment shall be the 21st consecutive day of service in a given position. If a substitute is filling a vacancy or if serving for a teacher who is absent and serves in

the position for more than 20 days, the pay shall be retroactive to the first day of the assignment. However, a substitute may be appointed as a leave substitute prior to the 21st day. If so, the substitute shall be paid as a leave substitute beginning with the effective date of the appointment and shall be paid, as stipulated above, for days served in the assignment prior to the date of appointment. Consecutive workdays shall not be interrupted by the use of sick leave, assault leave, Federation leave, or any other approved absence.

Leave substitutes having served as a LTS more than 94 days the previous year shall receive LTS status after 21 days in a position. Leave substitutes having served as a LTS less than 95 days the previous year shall receive LTS status after 35 days in a position.

b. Conditions for Employment

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

(1) temporary positions created by absence of regular employees occur for periods of more than thirty consecutive working days;

(2) the leave substitute teacher does not meet minimum employment standards by training, references or interview performance or did not qualify for a standard Ohio license;

(3) the leave substitute is a retired Ohio teacher;

(4) the leave substitute teacher does not wish to make a commitment for the completion of the current school year.

c. Dismissal

Leave substitute teachers serve temporarily and are subject to dismissal:

(1) when the performance is less than satisfactory in the judgment of the principal and supervisor;

(2) upon return of the regular employee;

(3) when a leave substitute teacher was employed under Paragraph 10.b (2), above, and a fully qualified candidate is available;

(4) at the conclusion of the school year if employed at that time.

d. Qualifications for Contract

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

e. Evaluation

Leave substitute teachers shall be evaluated using the Annual Assessment process.

f. Salaries and Fringe Benefits

Leave substitute teachers' salaries and fringe benefits governed by the provisions of the Collective Bargaining Contract applicable to contract teachers.

10. Availability of Substitutes

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

§700 SALARIES AND FRINGE BENEFITS

1. Salary Increases

All salary schedules shall be updated into the Performance Schedule by SY 2011-2012. There will be a salary and benefits reopener during 2012. See Appendix A: Schedule A.

All new hires hired for the 2011-12 school year will begin at level 3. The Performance Schedule will include team, school-wide, and teacher leader incentive columns.

Schedule E

The Board and Federation shall appoint a joint committee to review compensation amounts of and formulas for Schedule E athletic, co-curricular, and extracurricular contracts. The review will include a market study of comparable and neighboring districts' compensation amounts and types of formulas used to determine amounts. The committee will make a recommendation to the Superintendent for review by the end of January 2011. After consultation with the Superintendent, the joint committee will meet in February 2011 to determine the list of positions and job descriptions to be recommended to the Board and Federation for adoption and ratification, respectively. Upon adoption and ratification, the final list of supplemental positions will be included in the Schedule E Appendix. The current language will be in effect until amended by the parties.

a. Career Teacher Increment

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

b. Teacher Pay for NTBC/Professional Certification

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

The following are eligible for a $1,000 stipend:

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

c. Training Increments

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

d. Recruitment and Retention

The Superintendent may declare content areas of shortage or a district/building need for increased student achievement for each building. Upon declaration, incentives to hire and retain teachers or related services staff in identified areas may be implemented by the Department of Human Resources. These may include:

- The teachers whose certificates or licenses are in a shortage content area, when these teachers agree to be employed in the shortage content area or agree to serve in an Incentive, Intervention or Redesign Campus, or on campuses where a specific weakness in instruction exists for at least three years in the district.
- Placement of new hires on the salary schedule for their level of experience up to 17 years of service when there is a 3-year agreement to be employed in the district.
- The Department of Human Resources may recruit and place any ESP recruits and/or current staff at his/her level or for increased compensation to carry a caseload in high needs schools.

For new hires in the areas of identified teacher shortages, content weaknesses, or specific student achievement weaknesses, the district shall provide up to $2,000 per year, for up to three years for a maximum of $6,000, in areas of mathematics, science, and special education or content weaknesses, or other declared areas or where recruits with proven growth and achievement results could be hired for a particular building. Current employees who completed re-certification and/or licensure in the areas of identified teacher shortages or have proven growth and achievement results or are willing to teach in high needs schools may receive incentives as well. New hires returning to CPS after a hiatus of one or more years would be eligible to receive the incentive. New hires as of September 2010 will also be awarded a technology package for their individual use for school purposes at or away from school. The package will be no more than $2,000.00 and will have to be purchased through the district. The technology package will include a laptop computer for the teacher's use and a digital backpack to be used in the classroom. The equipment must be returned to the District upon termination from employment with the District.

2. Performance Schedule

a. Initial Position on Performance Schedule

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

(1) One (1) year of credit for each year of teaching experience up to a maximum of ten (10) years of which no more than two (2) years of successful substitute teaching in Cincinnati Public Schools may be counted.

(2) Allowance for military service and/or career experience related to teaching field shall be made on the basis of one (1) year of credit for each year of military service up to a maximum of six (6) years.

(3) School nurses shall receive credit for each year of school nursing. That experience is credited the same as prior teaching experience as defined in (2) above. Nurses without school nursing licenses applying for employment who have nursing experience will be granted experience as other career applicants hired.

(4) Allowance for a combination of prior teaching and military service shall be made on the basis of one (1) year of credit for each year of military service and career as well up to a maximum of six (6) years, and prior teaching experience up to a maximum of ten (10) years.

(5) School nurses shall receive credit for each year of school nursing experience up to a maximum of ten (10) years.

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

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

(a) One full year of credit for regular full-time service of 120 days within a given school year;

(b) One-half year credit for regular full-time service between 60 and 119 days within a given school year;

(c) No credit shall be given for less than 60 regular full-time days of service;

(d) Annual service increments shall be given only at the beginning of a school year;

(e) Credit for one-half year of service shall carry forward until a full year of credit is earned and given on the schedule;

(f) Part-time teachers (those appointed for a fraction of the workday) shall receive experience credit on a pro rata basis.

b. Increments

Salary increments become effective at the beginning of each contract year. Future increments are based upon the completion of the appropriate number of days of prior service. At the eleven performance levels and four career advancement levels, increments are tied to successfully completing the appropriate evaluations that reflect professional growth and student achievement results. Those teachers placed on intervention will remain at their current level until they have successfully placed out of intervention.

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

A teacher who has been employed full time and has received pay for at least one hundred twenty (120) days is eligible for an annual increment at the beginning of the next school year unless they have been placed on intervention or have not met the criteria established in Career Advancement Levels between 5-8, 16, 21, 26 or at any one of the 11 Performance Levels.

Classroom teachers qualifying for the first time for the following experience or longevity level shall be required to obtain a satisfactory or better rating on a performance evaluation completed during the first, third, and fifth year of employment and the year prior to the effective date of the increments at levels 5-8, 16, 21, and 26. A teacher shall be denied an increment due to a less than satisfactory evaluation and has the right to challenge the evaluation through TES Appeals Panel. Further, such teacher shall be re-evaluated during the next school year or the next evaluation cycle, whichever comes first. Upon a satisfactory or better evaluation, the teacher shall be advanced on the salary schedule based on full credit for his/her experience. A teacher who is placed in the Intervention Process by the Peer Review Panel shall not receive a longevity increment unless and until s/he completes the process with a satisfactory or better rating. No teacher shall be denied a salary increment due to the administration's failure to conduct a scheduled evaluation.

c. Initial Position on New Salary Schedule

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

(1) All teachers in their first year of employment with the District and their first year of teaching will participate in the Teacher Evaluation System. All teachers in the first year of their teaching career will be placed at the appropriate level.

(2) Teachers new to the district will be placed on the performance schedule based on their years of successful experience.

(3) Part-time experience shall be credited for initial placement on the salary schedule and for annual service on a pro rata basis using 120 days as the equivalent of a full year.

(a) One full year of credit for regular full-time service of 120 days within a given school year;

(b) One-half year credit for regular full-time service between 60 and 119 days within a given school year;

(c) No credit shall be given for less than 60 regular full-time days of service;

(d) Annual service increments shall be given only at the beginning of a school year;

(e) Credit for one-half year of service shall carry forward until a full year of credit is earned and given on the schedule;

(f) Part-time teachers (those appointed for a fraction of the workday) shall receive experience credit on a pro rata basis.

3. Provisions Applying to the Salary Schedules

a. Appendix A

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

Personnel on year-long Schedule E contracts will be paid quarterly. All others will be paid when contracts are completed.

b. Term of Service

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

c. Pay Plans

All teachers will receive all salary compensation through direct deposit. Twenty-six (26) checks delivered every other Friday year-round. In those years when twenty-seven (27) pays would be in order, the parties agree to subdivide the amount in that year to twenty-seven pays.

Deductions from paychecks shall be made, whenever possible, in uniform amounts.

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

d. Effect of State Mandates on Salary

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

e. Emergency School Closings

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

f. Montessori Teacher Training

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

4. Medical, Prescription and Dental Coverage

a. Medical and Prescription Plans

Employees electing medical coverage shall choose the Health Maintenance Organization (HMO) or the Point of Service (POS) 300 medical plan.

b. Board Contributions

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

c. Right to Opt-Out

An employee may decline medical coverage through the Board's Plan. The Board may request proof of alternative coverage. The Board shall pay an employee declining coverage under the Board's Plan $100/month if eligible for two-person coverage and $200/month if eligible for family coverage.

d. Dental Plans

Employees shall also be eligible for dental coverage on the same basis as described above.

e. Vision Care

A vision care discount will be offered by the district. In addition, vision examinations are covered under the medical plan.

f. Employee Contributions

Employees electing medical coverage shall choose the HMO, POS 300 medical plan or a MERP.

The medical/dental chart for 2010-12 on this page supersedes any language in this agreement to the extent any inconsistencies exist.

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

Employee Contribution
(Medical Plan)

The contributions for the medical plan for 2011 shall be based using 18 percent of the COBRA rate for ACPSOP and 20 percent of the COBRA rate for CFT. The contributions for 2012 shall be based using 20 percent of the COBRA rate for both ACPSOP and CFT. For 2011, premiums are converted to the following percentage of salary contributions. As a result, contributions will be calculated annually using COBRA rates for that year.

	Single	Employee + 1	Family
POS 300	1.48%	2.96%	4.15%
HMO	1.48% + $35/Mo	2.96% + $70/Mo	4.15% + $98/Mo

(Dental Plan)

The dental plan will remain the same and benefit levels will continue. CFT and ACPSOP will pay 20 percent of the dental COBRA rate.

	Single	Employee + 1	Family
Dental	.12%	.31%	.31%

Medical, Prescription, Employees Assistance Program and Dental Coverage Changes

Rx Plan Changes (Applies to HMO and POS)

Rx Co-Pay	**January 1, 2011**
	In/Out of Network (out of network applies to POS only)
Generic	$10 / $10 + 30%
Name Brand	$30 / $30 + 30%
Non Formulary	$55 / $55 + 30%
Maintenance Rx-	Use of Humana's mail order pharmacy is mandatory for maintenance drugs. A penalty of a 2x copay applies after second fill at retail.
Mail-Order Rx Copay Limit	3.0 times retail copay
Diabetic Supplies	No copay (100% plan paid)

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

POS 300 Medical Plan

Annual Deductibles	**January 1, 2011**
	In/Out of Network per year
Single	$300 / $600
Single + One	$600 / $1200
Family	$600 / $1200

Coinsurance	**January 1, 2011**
	In/Out of Network
Coinsurance (after deductible)	20% / 40%

Annual Out-of-Pocket Limits	**January 1, 2011**
	In/Out of Network
Single	$1,500/$3,000
Single + One	$3,000/$6,000
Family	$3,000/$6,000

	January 1, 2011
*Primary (PCP)**	See Deductible/Coinsurance Above Includes OB/GYN & Endocrinologist
Specialist	See Deductible/Coinsurance Above
Allergy Injections	See Deductible/Coinsurance Above
Vision/Hearing Exam/Testing	See Deductible/Coinsurance Above
Reconstruction Surgery	See Deductible/Coinsurance Above
Chiropractic	See Deductible/Coinsurance Above
Infertility	See Deductible/Coinsurance Above
Pregnancy	See Deductible/Coinsurance Above
Birthing Center	See Deductible/Coinsurance Above
PT/OT/ST	See Deductible/Coinsurance Above
Second Surgical Opinion	See Deductible/Coinsurance Above
Urgent Care (in/out)	See Deductible/Coinsurance Above
Emergency Room (in/out)	See Deductible/Coinsurance Above

Wellness Plan as Successor to Benefit Bank

- A wellness program will be put into place January 1, 2012.
- The plan design is to be determined by the CPS Benefit Committee.
- The plan will cover Disease Management, Lifestyle Management and Case Management.
- Employees and spouses will be provided with the opportunity to earn $500 each per year in wellness credit. Earned credits will be applied to individual Wellness Health Reimbursement Accounts (HRA) in the calendar year following the year in which they were earned. (2011 credits will be applied in 2012.)
- Maximum HRA balances will be $1,500 at any one time (applies to both Single/Family accounts).
- Humana Health Assessments completed in the 2010 calendar year will be applied to the HRAs in the 2011 calendar year. Employees will receive their 2011 Benefit Bank allocation ($350/single, $425/family) into the wellness account versus the Benefit Bank for 2011. Employees who are retired prior to ratification of the agreement will have until 12/31/2012 to spend their allocated Benefit Bank dollars. All current employees will have until 6/30/11 to spend their allocated Benefit Bank dollars. All Benefits Bank balances remaining will be used to offset District dental and health care costs.
- Separation from Employment – Employees will have 6 months to submit HRA claims incurred prior to their separation from employment. Any balances remaining in the HRA after this 6-month period will be returned to CPS.
- All employees hired after the ratification of this agreement will not receive any benefit bank allocations.
- Audit – The District shall continue to audit participants of the health plans for eligibility.

Opt-Out Incentive/Spousal Premium

- Employee qualifying for Opt-Out Incentive is eligible for the following: Employee Plus One will receive $100/month. Employee qualifying for Family will receive $200/month.
- For those spouses who work and who have availability of health care coverage and who are not required to move to their employer's health plan will pay the following spousal premium surcharge; based upon the employee's salary.
- For Spousal Premium based on employee's income:

*Spousal Premium/ Month **	**January 1, 2011**
	New Plan
Under $30,000	$80
$30-$60,000	$100
$60-$90,000	$120
$90,000+	$140

- Employees qualifying for plans electing Opt-Out are not eligible for MERP.

Benefits Consultant

- The District shall select a Health Benefits Consultant, pending the availability of funds. The Benefits Committee will assist developing the criteria for the selection of the consultant. The consultant shall convene Benefits Committee meetings and provide support.

Office Visit Co-Pay (includes chiropractic, vision/hearing exams and ST/PT/OT) (In-Network)	**January 1, 2011**
	New Health
*Primary (PCP)**	$25
Specialist	$45
*** PCP Includes OB/GYN**	
*** PCP Includes Endocrinologist**	

Deductibles (In-Network)	**January 1, 2011**
	New Health
Single	N/A
Single + One	N/A
Family	N/A

Deductibles (Out-Of-Network)	**January 1, 2011**
	New Health
Single	N/A
Single + One	N/A
Family	N/A

Out of Pocket Limits (In-Network)	**January 1, 2011**
	New Health
Single	$1500
Single + One	$3000
Family	$3000

Out of Pocket Limits (Out-Of-Network)	**January 1, 2011**
	New Health
Single	N/A
Single + One	N/A
Family	N/A
Allergy Injections	**January 1, 2011**
	New Health
	In Network
	10%

Urgent Care/ ER Copays	**January 1, 2009**
	New Health
Urgent Care (in/out)	$35
Emergency Room (in/out)	$100

g. Right of Board to Change Carriers

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

(1) the resultant coverage(s) is at least equivalent to the coverage(s) as of July 1, 2011;

(2) the Board has given the Federation 60 days' notice of the proposed change and an opportunity to be consulted about the proposed change;

(3) the Board has selected the new carrier(s) through solicitation of proposals, unless the change is to self-insurance; and

(4) the Employee Benefits Committee has been given the opportunity to evaluate and make recommendations about the change.

h. Eligibility for Coverage While on Leave

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

i. COBRA Coverage

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

j. Wellness Initiative

(1) The program may include: health assessments and screenings; smoking cessation plans; cardiac programs, diabetes care; physical fitness programs; and additional incentives as may be agreed by the parties.

This program will be funded by resources that were set aside annually for the benefit bank. Employees will earn credits towards medical reimbursements. These credits will be made available to the employee in the succeeding calendar year. The parties, through mutual agreement, will establish a menu of options from which employees may choose. Credits earned in one year will be available for use in the next year.

Wellness account monies will be made available through a debit card as well as a reimbursement process.

(2) Participation: Teachers shall be expected to participate in the program for the 2012 calendar year. It is expected that during the 2011 calendar year, employees shall demonstrate and report the behaviors that make them eligible for participation on the program. During this time, educational activities about the program shall be provided by the Benefits Committee.

(3) Evaluation: The Benefits Committee shall mutually determine an evaluation system to determine the effectiveness of each program option. The evaluation shall include usage data, cost data, and estimates of how future use may be impacted. The Benefits Committee shall receive data quarterly and shall formally review the evaluation and make recommendations regarding modifications to the wellness program and options by August1 of each year.

k. Employee Assistance Program

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

l. Employee Benefits Committee

(1) Composition

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

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

(a) recommend needed benefit changes;

(b) research, analyze, and recommend benefit providers and changes;

(c) communicate to and educate employees about utilization of benefits to promote cost containment and effective implementation of benefits; and

(d) provide on-going monitoring of providers' performance and employee concerns.

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

m. Additional Voluntary Insurance Programs

The Board shall offer voluntary programs group plans for home, auto, long-term care and prepaid legal services payable 100 percent by employees.

n. Term Life Insurance

Eligibility for the $30,000 term life insurance shall be extended to include part-time teachers. Full-time teachers are eligible to purchase an additional one-half of their annual take-home salary.

o. Termination of Health Insurance

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

p. Tax Sheltered Annuity

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

q. Pay Deductions Authorized By The Teacher

Pay deductions may be directed to the following organizations:

(1) Greater Cincinnati Public School Employee Credit Union
(2) United States Savings Bonds
(3) United Way
(4) Health care provider mutually agreed upon by the Federation and the Board
(5) Washington National Insurance
(6) Cincinnati Federation of Teachers
(7) United Negro College Fund
(8) CFT COPE
(9) STRS deductions for purchase of service credit
(10) Kentucky State Income Tax withholding
(11) Greater Cincinnati Community Shares
(12) Art Waves (formerly Fine Arts Fund)
(13) Others mutually agreed upon by the Federation and the Board

r. Purchasing STRS or SERS Service Credit

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

s. Conversion of Sick Leave at Retirement

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

A retiring employee hired after May 26th, 2004 shall be paid for one-quarter (1/4) of his/her accrued but unused sick leave at the daily rate of pay which is the teacher's salary divided by the number of days in the work year minus one day. The payment shall eliminate all sick leave accrued by the employee.

Teachers eligible for retirement prior to August 15, 2011 will receive an additional $10,000.00 as incentive to be paid only upon separation from service and provided the teacher advises the Board in writing of the separation date by March 15, 2011. Also, any teacher formally announcing by February 17, 2011 his/her planned retirement will receive an additional $5,000.00 in lieu of the five (5) days of sick leave for early retirement announcement. The parties, by mutual agreement, may amend this offer. The effective date of retirement must fall between December 17, 2010 and August 15, 2011.

The daily rate of pay will be calculated by factoring in the teacher’s contract salary and any applicable career level stipend, training increment, and lead teacher stipend and dividing by 191.

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

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

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

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

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

The parties understand that the Internal Revenue Code and Regulations allow a maximum payment of no more than $49,000 of accrued sick leave in year one and no more than $49,000 in year two or subsequent years. To the extent that applicable Internal Revenue Code and Regulations change, then the Board shall make payments to retiring employees consistent with such changes, distributing the maximum allowed by the Internal Revenue Code and Regulations in the year of retirement and in subsequent years in accordance with the schedule for payments in this section.

An employee who notifies the Board officially by the early retirement date notification published annually that he/she plans to retire effective at the end of the school year shall receive an additional 5 days pay at the daily rate added to sick leave conversion in addition to their normal entitlement. However, participants in the 1/1/2011 retirement incentive will not receive this benefit if they meet the criteria for the 1/1/2011 retirement incentive.

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

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

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

t. Mileage Reimbursement

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

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

u. Damage to Personal Property

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

v. Holidays and Holiday Pay

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

w. Retirement "Pick-up"

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

x. Tuition Waivers for CPS

For teachers who live outside the school district who wish to enroll their child, step-child, or minor dependant in CPS, tuition waivers shall be granted, provided the current Ohio State Statutes permit State aid to be received for the student. The same enrollment and application procedures, including deadlines, as those applied to other non–resident pupils shall be in effect.

§800 BOARD AUTHORITY

1. Board Authority Granted by State Law

It is recognized by the parties that the Board is invested by the laws of the State of Ohio with the government and control of all of the Cincinnati Public Schools. This authority of the Board shall include, but shall not be limited to, the authority to make such rules, regulations and policies as are necessary for the government of the public schools, the employees of

the Board, and the pupils of the schools. Nothing in this contract shall constitute transfer of the authority of the Board as established by the laws of the State of Ohio.

2. Implementation of Board Authority

The administrative authority of the Board shall be implemented by the Superintendent and his/her designees whose authority shall include, but not be limited to, the authority to direct and assign teachers and to carry out such other duties as the Board determines as provided by the Ohio Revised Code.

3. Exclusion of Board Policies and Practices from Contract

Policies and practices of the Board and the administration are not a part of this contract, except as stated herein, and may be adopted, revised, amended, suspended or rescinded at the discretion of the Board or the administration.

§810 AMENDMENT

1. Necessity to Renegotiate

This contract may be amended by mutual written agreement of the Board and the Federation. Nevertheless, the parties acknowledge that during the negotiations, which resulted in this contract, each had the unlimited right and opportunity to make demands and proposals, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this contract.

Therefore, for the life of this contract, each party agrees that the other shall not be obligated to negotiate with respect to any subject matter not specifically referred to or covered in this contract.

§820 LEGALITY

1. Conflict with Law

If any provision of this contract or any application of this contract to any teacher or group of teachers is contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

§900 **TERM OF CONTRACT**

This contract shall expire on December 31, 2013

Effective this 1st day of January 2011

Julie Sellers, President
Cincinnati Federation of Teachers

Eileen Cooper Reed, President
Cincinnati Board of Education

Mary A. Ronan
Superintendent

on file

Jonathan Boyd
Treasurer

Cynthia L. Dillon
General Counsel

Federation Bargaining Team
Katie Hofmann, Bargaining Chair
Lee Black
Sandy Hawley
Greg Humphrey
Ed Jaspers
Don Luckie
Mary Rutledge
Jim Schad

Board Bargaining Team
Bruce A. Breiner
Victoria Crook
Stacey Hill-Simmons
Julia Indalecio
Paul McDole, Jr., Bargaining Chair
C. Laura Mitchell, Bargaining Chair
Charlene Myers
William M. Myles
Jacquelyn Rowedder
Beth Schnell
Whitney Simmons
Eve Bolton

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APPENDIX A: Schedule A.

SALARY SCHEDULES FOR PROFESSIONAL EMPLOYEES

Effective January 1, 2011

1 Definitions

a. Teacher

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

b. Salary Schedules for Teachers Who Are Qualified for Regular Appointment

(1) Class II Schedule
"Class II Schedule" applies to a teacher who possesses a Bachelor's Degree and to certain Career Technical.

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

(3) Class IV Schedule
"Class IV Schedule" applies to all teachers who possess the Master's Degree.

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

(5) Class VI Schedule
"Class VI Schedule" applies to all teachers who possess an earned Doctor's Degree in an area related to the teaching certificate.

(6) Class VII A B C D E
Class VII A – Team Incentive Bonus (TIB) (based on funding availability)
Class VII B – School Incentive Bonus (SIB) (based on funding availability)
Class VII C – Teacher Leader Stipend (TLS) (Up to $6, 500)
Class VII D – National Board Certified Teacher (NBCT) ($1,000)
Class VII E – High Needs Incentive Content or Building (Up to $4,000)

c. Conversion of Continuing Education Units on Salary Schedule

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

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

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

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

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

APPENDIX A -- SCHEDULE C
CPS TEACHER PERFORMANCE SCHEDULE FOR 2011-2013

Base Salary **$39,261.86** Level 3 is the starting base salary.

Years of Experience	Class II	Class III	Class IV	Class V	Class VI	Class VII A	Class VII B	Class VII C	Class VII D	Class VII E
1										
2										
3	**$39,261.86**	$39,921.32	$42,937.16	$45,134.61	$48,835.67	+	+	+	+	+
4	$40,926.60	$41,588.19	$44,975.66	$47,168.79	$50,874.17	+	+	+	+	+
5	$42,619.25	$43,280.84	$46,640.39	$48,835.67	$52,541.06	+	+	+	+	+
6	$45,291.42	$45,953.02	$48,994.64	$51,192.08	$54,893.15	+	+	+	+	+
7	$47,301.97	$47,963.58	$51,323.12	$53,518.40	$57,223.77	+	+	+	+	+
8	$49,312.54	$49,974.14	$53,677.37	$55,872.65	$59,575.87	+	+	+	+	+
9	$51,666.79	$52,328.38	$56,375.30	$58,572.76	$62,273.82	+	+	+	+	+
10	$54,364.74	$55,026.33	$59,393.29	$61,586.44	$65,291.80	+	+	+	+	+
11	$57,380.58	$58,042.18	$62,750.68	$64,948.11	$68,649.19	+	+	+	+	+
12	$60,714.35 800.00*	$61,375.93 800.00*	$66,428.13 800.00*	$68,623.42 800.00*	$72,328.78 800.00*	+	+	+	+	+
13	800.00*	800.00*	800.00*	800.00*	800.00*	+	+	+	+	+
14	800.00*	800.00*	800.00*	800.00*	800.00*	+	+	+	+	+
15	800.00*	800.00*	800.00*	800.00*	800.00*	+	+	+	+	+
16						+	+	+	+	+
17	$64,778.43 800.00*	$65,440.04 800.00*	$70,492.22 800.00*	$72,689.66 800.00*	$76,392.88 800.00*	+	+	+	+	+
18	800.00*	800.00*	800.00*	800.00*	800.00*	+	+	+	+	+
19	800.00*	800.00*	800.00*	800.00*	800.00*	+	+	+	+	+
20						+	+	+	+	+
21						+	+	+	+	+
22	$67,433.41 800.00*	$68,095.01 800.00*	$73,119.27 800.00*	$75,316.71 800.00*	$79,019.93 800.00*	+	+	+	+	+
23	800.00*	800.00*	800.00*	800.00*	800.00*	+	+	+	+	+
24	800.00*	800.00*	800.00*	800.00*	800.00*	+	+	+	+	+
25	800.00*	800.00*	800.00*	800.00*	800.00*	+	+	+	+	+
26						+	+	+	+	+
27	$71,520.66	$72,202.11	$77,377.09	$79,640.46	$83,454.78	+	+	+	+	+

+ INDICATES THE FOLLOWING
Class VII A - Team Incentive Bonus (TIB) *(based on funding availability)*
Class VII B - School Incentive Bonus (SIB) *(based on funding availability)*
Class VII C - Teacher Leader Stipend (TLS) (Up to $6,500)
Class VII D - NBCT Stipend ($1,000)
Class VII E - High Needs Incentive Content or Building (Up to $4,000)

Career Advancement Level with a Comprehensive Evaluation - To advance to the next level, a successful Comprehensive Evalution is required. A successful Comprehensive Evaluation is also required prior to continuing contract based on Ohio law.

* Teachers can earn an additional $800 for each successful completion of the Performance Review Evaluation (PRE). The stipend is available each of the successive years towards the next career advancement level. In order to receive the $800, the teachers must have a successful student growth rating. Stipends are compounded and paid out upon completion of the PRE, which occurs in the fall of the year following the PRE.

$ 800 for 1st PRE Passed
$1,600 for 2nd PRE Passed
$2,400 for 3rd PRE Passed
$3,200 for 4th PRE Passed

Currently Funded Levels and Having an Annual Evaluation

Induction Evaluation (a form of Comprehensive)

NOTE: Individuals on Intervention will not advance until they are released from Intervention.

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

APPENDIX A: Schedule D.

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

Effective January 1, 2011

POSITION	SALARY*
211 Days of Service	
Counselor***	T + 20 additional days
196 Days of Service	
Librarian / Media Specialist	T + 5 additional days
Psychologist	T + 5 additional days****
****Psychologist on payroll as of 1/1/11 shall have salaries of T +10 additional days for the term of this contract. Individual schools may contract for additional psychologist days	
191 Days of Service	
Teacher-in-charge	T + D#

* "T" is the salary on Schedule A – 191 day contract.

C. Pay for additional days are computed on the teacher's daily rate.

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

Effective January 1, 2011 a Teacher in Charge earns a maximum of $ 970.66 per academic year.

APPENDIX A: Schedule E.

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

All amounts are effective for the term of the contract.

Position	Amount Per Employee	
Senior High		
ATHLETIC		
Athletic/Artistic Director	5,737.60	/1
Assistant Athletic Director	2,335.52	/1
Head Varsity Football Coach	5,096.11	/2
Assistant Varsity Football Coach	3,819.37	/2
Reserve Football Coach	2,868.02	/2
Assistant Reserve Football Coach	2,335.52	/2
Head Freshman Football Coach	2,880.49	/2
Assistant Freshman Football Coach	1,868.42	/2
Varsity Basketball Coach	4,144.77	/2
Assistant Varsity Basketball Coach	3,114.01	/2
Reserve Basketball Coach	2,880.49	/2
Freshman Basketball Coach	2,335.52	/2
Intramurals Coach	1,557.02	/2
Varsity Coach (Track; Volleyball; Softball; Baseball; Wrestling; Gymnastics; Swimming; Lacrosse)	2,335.52	/2
Varsity Coach (Cross Country; Tennis; Golf; Diving; Weight Training, Bowling, Indoor Track)	1,557.02	/2
Assistant Varsity Coach (Track; Volleyball; Softball; Baseball; Wrestling; Gymnastics; Soccer; Swimming; Cross Country; Tennis; Golf)	1,167.77	/2
Reserve Coach (Volleyball, Softball; Baseball; Soccer)	1,557.02	/2
Reserve Coach (Tennis)	1,167.77	/2
Freshman Coach (Volleyball; Soccer; Tennis)	1,401.32	/2
Athletic Trainer	1,557.02	/2
Cheerleader Coach	1,401.32	/2
Reserve Cheerleader Coach	1,167.77	/2
ACADEMIC		
Band Director (performs at all home football games)	3,114.01	/4
Assistant Band Director	1,868.42	/4
Choral Director	1,557.02	/5
Activities Coordinator	1,276.77	
Drill Team	1,557.02	
Assistant Drill Team	1,167.77	
Debate	934.20	
Dramatics	934.20	/6
Newspaper Advisor	1,557.02	/7
Orchestra Director	1,557.02	/5
Producer/Director Annual Sbow	1,089.90	
Yearbook Advisor	2,178.95	

APPENDIX A: Schedule E.

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

All amounts are effective for the term of the contract.

Position	Amount Per Employee	
Student Council	1,089.90	
Technology Coordinator	1,401.32	
Stage Manager	1,557.02	
Club Advisors	662.80	
Class Advisors: 12th Grade	1,401.32	
Class Advisors: 11th Grade	1,089.90	
Class Advisors: 10th Grade	778.51	
Class Advisors: 9th Grade	778.51	
Academic Team Coach	1,595.93	
Test Coordinator	1,089.90	/8
Middle School		
ATHLETIC		
Athletic Coordinator	1,557.02	
Head Football Coach	2,880.49	/2
Assistant Football Coach	1,868.42	
Head Basketball Coach	2,335.52	/2
Assistant Basketball Coach	1,401.32	/2
Intramurals Coach	1,557.02	
Middle School Varsity Coach (Volleyball; Baseball, Track; Soccer)	1,401.32	/2
Middle School Assistant Coach (Volleyball; Baseball)	934.20	/2
Special Sports Coach	934.20	/2
Cheerleader Coach	934.20	/2
Drill Team	934.20	/2
ACADEMIC		
Orchestra Director/Activities Coordinator	934.20	/5
Band Director	934.20	/4
Choral Director	934.20	/5
Newspaper Advisor	934.20	/7
Class Advisor: 9th Grade	662.80	
Academic Coach	662.80	
Student Council	934.20	
Middle School Technology Coordinator	662.80	
Producer/Director Annual Show	662.80	
Club Advisors	662.80	
Test Coordinator	934.20	/8

APPENDIX A: Schedule E

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

All amounts are effective for the term of the contract.

Position	Amount Per Employee	
Elementary		
ATHLETIC		
Intramurals Coach	934.20	
Extended Physical Education	934.20	
Extended Athletic Sponsor (may include basketball; baseball; volleyball; softball; soccer or track)		
Three or four teams	841.76	
Two teams	662.80	
One Team	311.40	
ACADEMIC		
Choral Director	662.80	
Instrumental Director	662.80	
Safety Patrol Sponsor	662.80	
Club Advisors	662.80	
Student Council Advisor	662.80	
Student Newspaper Sponsor	934.20	
Elementary Technology Coordinator	662.80	/8
Test Coordinator	934.20	/8

APPENDIX A: Schedule E.

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

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

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

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

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

D. Supplemental contracts specifying the amount of compensation shall be issued to all teachers who are assigned to positions under Schedule E upon approval of the application for the extracurricular activity by and prior to the time of supplemental employment or as soon thereafter as possible. Where a supplemental contract has not been issued to a teacher assigned to an extracurricular position prior to the time of supplemental employment, the principal shall provide the teacher with written confirmation of his/her assignment and of the compensation that he/she is to receive. A teacher who is replaced as a coach or extra-curricular activity sponsor shall be notified that his/her supplemental contract will not be renewed at least 60 days prior to the date that the supplemental employment begins. Payment shall be made during the pay period following completion of the supplemental employment or as soon thereafter as possible.

E. The listing of an amount by any position does not require the Board to staff such position with one or more employees.

F. Ten per cent (10%) of the base amount shall be paid as an experience increment for five (5) or more years of experience in the same sport (e.g., football, basketball) or activity (e.g., student council, band) regardless of grade level in the Cincinnati School District.

G. Principals may require anyone serving in a Schedule E position to submit goals annually for the program or activity. The Extracurricular Authorization Form and Participation Report must be completed, signed and delivered to the principal and shall be submitted quarterly to the principal.

H. The ILT shall develop an extracurricular (Schedule E) plan by May 15 annually, taking into consideration gender equity. Any unused money (from athletic or non-athletic activities) shall be returned to form a pool of money from which any school may apply to provide additional athletic or non-athletic programs at their schools. A joint committee of teachers, and parents and administrators shall develop the guidelines and approve any additional allocations to schools.

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

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

APPENDIX A: Schedule E.

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

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

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

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

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

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

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

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

7/ Amount specified includes time to publish a minimum of four issues.

8/ For K-8 buildings there is one testing coordinator per building.

APPENDIX A: Schedule G.

SALARY SCHEDULES FOR WEEKLY, DAILY, AND HOURLY RATES FOR TEACHERS

Extended Employment

Coordinating Teacher/j	Hourly	36.69
Home Instructor	Hourly	27.81
Teacher/b	Hourly	34.11
Teacher/b	Hourly	27.81
Teacher-in-charge/i	Hourly	39.79
Textbook Selection/c	Hourly	34.11

In-Service /d

Coordinating Teacher/j	Hourly	34.11
Teacher	Hourly	29.88

Summer School

Coordinating Teacher/j	Hourly	34.11
Teacher	Hourly	29.88

Special Assignment Daily/e

Substitute Teachers

Class I Restricted	Daily	102.54
Class II/h	Daily	Daily rate + $9.40
Class III Unrestricted	Daily	115.93
Class IV Operational	Daily	115.93
Class V Leave	Daily	115.93
Retired	Daily	114.29
Extended Employment	Daily	34.11
Extended Employment/b	Daily	27.81
Summer School	Daily	29.88

b/ The lower rate is paid whenever a teacher is assigned tutorial duties or home instruction.

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

d/ When paid in-service training is assigned, the rate for each hour of such assignment shall be as specified above, except where state or federal law establishes a lower rate. This provision does not limit the assignment of in-service training without pay.
Effective first full pay period of the year listed.

e/ Any certificated employee whose work assignment is continued on a full time basis in the same or a comparable position beyond his/her normal term of employment shall be paid at the same rate as is applicable to the normal term of employment in the contract year in which the extended time falls.

APPENDIX A: Schedule G.

SALARY SCHEDULES FOR WEEKLY, DAILY, AND HOURLY RATES FOR TEACHERS

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

h/ An additional stipend of $9.40 above the substitute's current rate for every day in the same assignment, after 10, up to 20 days or from the first day if filling a vacancy.

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

j/ Coordinating teacher shall refer to the individual teacher responsible for planning, designing, and implementing the activity.

CINCINNATI FEDERATION OF TEACHERS AND ASSOCIATION OF CINCINNATI PUBLIC SCHOOL OFFICE PERSONNEL NON-MEMBER FAIR SHARE PAYMENTS IMPLEMENTATION PROGRAM, OBJECTION AND APPEAL PROCEDURE

1. Fair Share Fee Determination.

Prior to the commencement of each school year, the CFT/ACPSOP shall obtain an independent audit from a certified public accountant. The audit will include a detailed analysis of the CFT/ACPSOP expenditures in the preceding year, identifying that portion of the CFT/ACPSOP union dues which may be appropriately charged to non-members through a fair share fee under applicable federal and state law.

Prior to the commencement of each school year, the CFT/ACPSOP shall set the fair share fee for the upcoming school year, in strict conformity with the report of the accountant described above, and the CFT/ACPSOP anticipated expenditures for the coming year. CFT/ACPSOP shall communicate to the Cincinnati Board of Education ("Board") the fair share amount to be paid by non-members at least fourteen (14) days prior to the Board's issuance of the first paycheck to teachers and office personnel at the beginning of each school year.

2. Notification to Non-Members of Fair Share Fee and Right to Appeal.

CFT/ACPSOP shall prepare, date and distribute prior to the distribution of the first paycheck to teachers and office personnel in September of each school year a fair share fee notice to non-members. The notice shall incorporate the accountant's audit report identifying those amounts considered to be chargeable and non-chargeable to non-members, and shall describe the rights of non-members to object to the fair share fee.

3. Filing Objections to Fair Share Payments

Any non-member employee may object to the fair share fee on grounds that the fee charged is contrary to state or federal law, or based on religious objections. An objection must be made by the objector individually, by sending a letter addressed either to the CFT President or the ACPSOP President, 2721 Central Parkway, Suite B, Cincinnati, Ohio 45225, stating any objections, the desire to invoke CFT/ACPSOP's appeal procedure, and the objector's address and bearing the objector's signature. The objection letter must be postmarked or delivered before the thirtieth (30th) day following the first deduction of the fee from the objecting CFT/ACPSOP non-member's earnings in any school year.

4. Escrow Arrangements

Upon CFT/ACPSOP's receipt of a valid objection, the CFT/ACPSOP shall deposit in an escrow account, separate from all other CFT/ACPSOP funds, the amount of fee payments received on behalf of the objector that is fairly placed at issue by his/her objections, but not less than ten (10%) percent of the fair share fee paid by the objector. Upon request, CFT/ACPSOP shall furnish the objector with independent verification of the existence of the escrow account, and upon subsequent request by any objector, shall report the status of the escrow account. The escrow account will be established with and maintained by a federally insured commercial bank with offices in Cincinnati, Ohio. The account will be interest-bearing at the highest available rate. The escrowed funds will be distributed only by the terms of the ultimate arbitration award, or judgment including any appeals, or by the terms of a mutually agreed upon settlement between CFT/ACPSOP and any objector(s).

5. Appeal Procedure.

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

Thereafter, the AAA will appoint an arbitrator, select a hearing date, and otherwise administer the arbitration proceeding in accordance with such rules. To the extent possible, the arbitrator shall schedule the arbitration during hours after the regular school day, or on weekends or holidays, so as to avoid disruption of the participants' performance of their regular work duties.

6. Arbitration Proceedings.

The fees and any expenses of the arbitration shall be borne by the CFT/ACPSOP. Any party may record or transcribe the hearing at its own cost.

Non-members who do not object to the agency fee shall not be entitled to any portion of the escrowed funds, nor shall non-objectors be entitled to any rebate of agency fees already paid, should the arbitrator order a reduction of the agency fee for the year in question. If the arbitrator rules that the agency fee should be reduced, the agency fees paid by all non-members from thirty (30) days after the date of the ruling shall be reduced accordingly.

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

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

Newly-hired employees are obliged under the CFT and ACPSOP Collective Bargaining Agreements to commence the payment of the fair share fee with the first paycheck due following the sixtieth (60th) day after initial employment. Such newly-hired employees may exercise their right to object to the fair share fee by filing a notice of objection with CFT/ACPSOP within thirty (30) days of their first fair share fee payroll deduction. Upon receipt of such objection, CFT/ACPSOP shall forward the objector's name to AAA, if there is any ongoing arbitration. CFT/ACPSOP shall deposit into the escrow account the appropriate amount of the objector's fair share fee upon receipt of the objection.

If there is no arbitration pending during the school year when the newly-hired employee's objection is received, then the objection will be considered no later than in the subsequent school year's arbitration. Any funds escrowed for such objector shall be distributed in accordance with that arbitration decision.

8. Arbitration Award.

The arbitrator shall issue a written award, based on the evidence and relevant provisions of the Collective Bargaining Agreements and federal and state law. The decision may determine whether the fair share fee was appropriately calculated and, if not, what the appropriate calculation should have been. The arbitrator's award shall be final and binding on all parties. The applicable escrow funds and the interest accrued thereon shall be disbursed pursuant to the award within thirty (30) days after its receipt.

9. Religious Objections to Fair Share Fees.

Ohio and Federal law allows non-members who object to the payment of union dues or fair share fees based on genuinely held religious beliefs to pay an equivalent amount to a non-religious charitable organization mutually agreeable to the objector and the Union, rather than

make a payment to CFT/ACPSOP. This policy describes how such religious objections can be made.

a. **Raising an Objection.** A non-member may raise a religious objection by communicating the objection within the time frame and in the manner set forth in paragraph 3 of these procedures. The objection may be directed to all or any portion of the fair share fee, and may request an accommodation to the fee based on religious affiliation, views or beliefs. The letter should state any objections, the desire to invoke the Union's religious objection procedure, and the objector's name and address. The objection should be signed by the objector. The letter should identify either the objector's membership in a particular church and/or provide a specific explanation of his/her religious views or beliefs that are at issue, and identify the specific activities of the Union which conflict with church doctrine and/or the objector's religious views or beliefs.

The letter of religious objection must be postmarked or delivered before the thirtieth (30th) day following the first deduction of the fair share fee from the objecting non-member's earnings at the beginning of the school year. In the case of a newly-hired employee, the objection should be postmarked or delivered within thirty (30) days of the new employee's first fair share fee payroll deduction. Upon receipt of a religious objection, an amount equivalent to any fair share fees collected from such objector will be placed in the escrow account described above, to be held in that account until the resolution of the objection.

b. **Review of the Objection.** Upon receipt of the religious objection, the Union may request that the non-member provide further information, in writing, so that the Union can determine what, if any, accommodation is reasonable and appropriate.

The CFT/ACPSOP Executive Council will review all materials submitted by the religious objector and will determine what, if any, accommodation will be granted to the religious objector. No later than sixty (60) days after the last information is received from the objector, CFT/ACPSOP will notify each religious objector of any accommodation granted, or if the religious objection was denied.

If a religious objection is granted to the non-member, CFT/ACPSOP will typically continue to grant the same accommodations in subsequent school years without requiring an annual religious objection. However, upon notice to or by the non-member, the accommodation process described above may be re-instituted if (1) the religious objector has changes to make to his/her original objection; or (2) the Chapter has changed the policies or programs to which the

objector has objected on religious grounds, such that the objector may no longer have a religious objection. If the Union's Executive Council chooses to re-institute the accommodation process, timely notice will be provided to the objecting non-member, who will be given an opportunity to submit additional information on a timely basis to CFT/ACPSOP.

c. **Appeal Procedure.** The Chapter's Executive Council shall respond to religious objections by allowing the objections, in whole or in part, or by notifying each individual objector that his/her fair share fee will remain as originally calculated. The decision of the Executive Council shall be reported in writing to the objector.

An objector may appeal the resolution of his/her objection to final and finding arbitration by notifying the CFT/ACPSOP in writing of such appeal within thirty (30) days of receipt of the Executive Council's notice that an objection has been denied.

Once a request for arbitration has been made, CFT/ACPSOP shall follow the arbitration procedures set forth above in paragraphs 5, 6 and 7, above. The arbitration of a religious objection may be consolidated with or separated from arbitrations with respect to the calculation of the fair share fee, at the discretion of CFT/ACPSOP or the AAA.

d. **Establishing a Mutually Agreeable Charity**.

If an accommodation of a religious objection involves a contribution to a charity, the CFT and/or ACPSOP President and the objector will meet in an attempt to agree upon a non-religious, non-ideological charity to receive the objector's fair share fees.

If the objector and the CFT and/or ACPSOP President are unable to agree upon a charity to receive the objector's fair share fees, the CFT and/or ACPSOP President will submit the names of three non-religious, non-ideological charities to the objector, and the objector will choose one of the charities to receive the objector's fees. The designated charity may be changed at the beginning of each school year in accordance with the procedure for selecting a charity described in this paragraph. Such change may be initiated by either the CFT/ACPSOP or by the objector.

If an accommodation is granted, the Cincinnati Public Schools shall continue to collect the fair share fee from the objector through payroll deduction. CFT/ACPSOP shall pay any fair share fees received from or on behalf of the objector to the designated charity within thirty (30) days after receipt of the objector's fair share fee payment.

To the extent that the objector's fair share fee payments were held in escrow pending resolution of his/her request for accommodation, such funds will be transferred within thirty (30) to the designated charity.

APPEAL PROCEDURES

I. Appraisees have the right, at any time, to appeal alleged procedural violations and to submit rebuttals to observation report forms or other data included in the appraisal documentation. They also have the right to appeal the final appraisal reports. Upon request, the representative teacher organization may provide the following services:

A. Review data pertinent to the appraisal.

B. Advise the counsel appraisees regarding their rights and suggest possible courses of action.

C. Represent appraisees pursuing the appeal procedures.

II. The steps in the appeal procedure are as follows:

A. Appraisees may request conferences with appraisers to clarify and/or question alleged violations of the process and the accuracy of data.

B. Appraisees may submit written rebuttals to documentation used in the appraisal process.

C. Issues which are not resolved with the appraisers to the appraisees' satisfaction may be appealed in writing to the appraisers' immediate superordinates.

D. If issues are not resolved satisfactorily in Step C, written appeals may be submitted to assistant superintendents.

E. If issues are not resolved satisfactorily at the assistant superintendent's level, written appeals may be submitted to the Superintendent.

F. Time periods for appears and responses to appeals – Requests for conferences with the appraisers, written rebuttal statements and written appeals must be submitted within five working days from the date of the alleged violation or receipt of a written response from appraiser or other administrator. Appraisers or administrators to whom appeals are submitted shall respond in writing within five working days. Conferences concerning written appeals are conducted only upon invitation of administrators when additional clarification is needed.

G. When a formal grievance is filed regarding an appraisal issue which is being appealed, the grievance shall take precedence and the appeal shall be deferred temporarily pending resolution of the grievance.

CAREER-IN-TEACHING PROGRAM AGREEMENT

INTRODUCTION

America today is in the midst of unprecedented national concern about the quality of education. Studies decry the exodus of experienced teachers from the profession, the low achievement of students, the stagnancy of the profession resulting from limited professional growth opportunities, limited opportunities for communication and collaboration, and a public perception of a lack of accountability within education.

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

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

The Committee issued its report in October 1989. The Board and Federation completed final negotiations and ratified the Career in Teaching Program in February 1990. Subsequently, the parties amended the Career in Teaching Agreement, effective September 1991. In 2000, the Program was further improved by implementation of Teacher Quality amendments, including a revised teacher evaluation and compensation plan. Negotiations in 2010 expanded improvements to the Plan.

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

PROFESSIONAL CAREER LEVELS AND ADVANCEMENT

Career in Teaching Program creates four career levels and a lead teacher credentialing process that identifies teachers qualified to serve in positions of responsibility that carry with it a lead teacher stipend. These levels are used in the Teacher Evaluation System. The levels are:

Level 1 – Resident Educator: A resident educator is a teacher without previous teaching experience. The resident educator teacher must have at least a temporary license. The resident educator will have a comprehensive evaluation conducted in the first year of teaching, and again in year two if the teacher fails to meet scores. The resident educator teacher will be nonrenewed at the end of the first year if s/he fails to achieve a score of two or better in all domains.

Annual assessments will be conducted in years two and three. In year four the teacher will undergo a comprehensive evaluation. As a result of the comprehensive evaluation the teacher will either be placed at the professional or higher level depending on their domain scores. The teacher will be nonrenewed/terminated at the end of the fourth year as a resident educator if professional status has not been attained.

Level 2 – Professional: A professional teacher is a teacher who has demonstrated the skills needed to have a career in teaching. A professional teacher has scores of at least 3 in each of the domains, but does not place in a higher level, and has an approved IPDP. The professional teacher must undergo a comprehensive evaluation at least every five years but no more frequently than every other year. The results of the evaluation determine the teacher's continued placement at the career or other level. The first year assigned to career level, a teacher may not undergo a comprehensive evaluation.

Level 3 – Senior:	An senior teacher who is continuing to master the art of teaching, demonstrating a distinguished level of teaching in some domains. The teacher has a score of four in Domain Three, four in at least one other domain, and all other domain scores of three, and has an approved IPDP. The senior teacher must undergo a comprehensive evaluation at least every five years but no more frequently than every other year. The results of the evaluation determine the teacher's continued placement at the advanced or other level. The first year assigned to senior level, a teacher may not undergo a comprehensive evaluation.
Level 4 – Lead:	A lead teacher is a teacher who has demonstrated outstanding teaching. The teacher must achieve a score of four in all domains and have an approved IPDP. The lead teacher must undergo a comprehensive evaluation at least every five years but no more frequently than every other year. The results of the evaluation determine the teacher's continued placement at the lead or other level. The first year assigned to lead level, a teacher may not undergo a comprehensive evaluation.

LEAD TEACHER PANEL

The parties shall establish a six member Lead Teacher Panel. The term of each member shall be no longer than 3 years. The Federation shall appoint three lead teachers; the Superintendent shall appoint three administrators. There shall be co-conveners, one appointed by the Federation and one appointed by the Superintendent. The Panel will develop and implement the process for credentialing lead teachers and recommend additional roles and responsibilities for lead teachers but will not assign lead teachers to positions. The panel has the authority to make procedural decisions necessary to implement the plan; to interpret and apply provisions of the plan; and to amend the plan. Amending the plan requires unanimous agreement of the Panel and approval by the Superintendent and Federation President.

Career in Teaching Program Facilitator

The Federation President and Superintendent shall select a credentialed lead teacher to serve as Career in Teaching Program Facilitator. The Facilitator shall serve only one three year term and be released at least half-time.

The Facilitator shall implement the lead teacher credentialing process, assist in the process to fill lead teacher position vacancies, monitor and assist the selection of team leaders, monitor the Career in Teacher Budget Agreement, and track the number and placement of credentialed lead teachers and teachers filling positions called for in this agreement. The Facilitator shall also assist to implement any plan the parties develop to distribute the best teachers equitably across the district, with a special emphasis on high-needs schools.

Lead teachers as defined in the Teacher Quality Program Agreement shall accept assignments, including teaching assignments, meeting the district's instructional needs. Advancement to the level of Lead Teacher shall not be automatic. Lead teachers' duties may include the following: consulting teachers, teacher evaluators, curriculum specialists, professional staff development specialists, demonstration teachers, subject leaders, team leaders, and program facilitators.

Roles and Responsibilities of Lead Teachers

The Career in Teaching Program underscores the district's long-standing commitment to teacher quality. The parties are committed to having a complement of lead teachers at every school. Among the roles and responsibility of lead teachers is support for teacher development, development of district capacity in curriculum, technology, and pedagogy, induction services to new hires, evaluation of veteran teachers with assistance to those who are experiencing challenges in their classroom. Lead teacher roles may serve at the local or district level, in the roles described below. Descriptive position titles relating to each role are listed below. By agreement, the parties may create new roles or position titles or amend those listed below.

Consulting Teacher	assists and evaluates teachers in the Peer Assistance and Evaluation Program.
Content Innovation Specialist	specially trained in a specific area of curriculum; provides job embedded professional development to individuals and groups of teachers at the school site; expertise extends to curriculum, technology, and pedagogy.
Curriculum Specialist	assists in the development and/or implementation of curriculum; demonstrates the use of educational technology within a given subject area; provides ongoing support to teachers in specialized or small teaching fields.
Student Specialist	demonstrates to and consults with all staff regarding a specialized group of students, such as a high risk, gifted/talented, handicapped.

Demonstrators	explaining, exhibiting, and teaching in order for others to benefit from an area of expertise and specialization; teaching in classroom open to observation in order for others to benefit; piloting new programs; disseminating research, and providing in-service training on instructional techniques and curriculum.
Demonstration Teacher	serves as a model teacher that others can freely observe; works with a wide range of teachers.
Coordinators Facilitator	managing and directing appropriate teaching-learning activities within the school and/or school district.
School wide Lead Teacher	serves as a lead teacher in a K-6 or K-8 school focusing on implementation of a particular program or focus that the school has adopted. Leads professional development at school site; mentors new teachers in the school's reform model or program; serves on the Instructional Leadership Team (ILT); and works with the ILT to develop the OnePlan, is responsible for test coordination.
Teacher Evaluator	conducts comprehensive evaluations of teachers not assigned to the Peer Assistance & Evaluation Program.
Team Leader	serves as instructional leader of the team to improve instructional and achievement; responsible for the effective functioning of the team; assists the team determine instructional strategies for the year; assists teachers being evaluated and, when appropriate, coordinates their efforts with the evaluator(s); represents the team on the ILT; conducts team meetings; mentors and coaches team members; submits team meeting minutes and quarterly reports to the principal; coordinates the analysis of student achievement data, facilitates the implementation of district curriculum.
Subject Area Leader	(Department Chair) serves at the local school providing instructional leadership to other professionals; serves as a mentor for new teachers at the local school level; assists teachers new to the building upon request, serves on ILT In mathematics, English, social studies, and science is also the content innovation specialist.
Program Facilitator	serves as a catalyst for new or special programs during the first two years.
Educational Service	provides appropriate leadership to specialized position classifications, such as counselor.
Personnel Specialist	psychologist, school social worker, librarian/media specialist; serves as a mentor for new educational service personnel; serves as a consultant offering voluntary confidential assistance to other educational service personnel in order to improve their skills.

Any new roles shall have the position description developed by a subcommittee of the Career in Teaching Panel with the guidance of the Human Resources Department and substantial input from the parties to be served by the position.

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

CREATION OF NEW POSITIONS

Any positions that fall within the roles or position titles contained within the plan shall be filled in accordance with the provisions of the plan.

LIMITS ON LEAD TEACHER TERMS

No teacher shall serve in a full-time released position more than three years. However, if an external grant funds a program for more than three years, the Lead Teacher Panel may recommend a position be identified as a full-time released position for up to four years. Approval by the Federation President and Superintendent is also required. If the position is continued and filled as a full release time position, different lead teacher must be assigned to the position.

When an out-of-classroom lead teacher completes a full-time out of classroom assignment, he/she may not reapply for another out-of-classroom position for at least two years and will fill a regular assignment during that time.

Lead teacher positions within one school may be shared. However, no two people may share a position at the same time.

LEAD TEACHER CREDENTIALING PROCESS

The Application and Credentialing Process

The Lead Teacher Panel shall review and evaluate the teacher's qualifications for lead teacher status.

Application period(s) shall be determined by the Lead Teacher Panel, allowing all eligible teachers who desire consideration the opportunity to complete an application. To submit an application, a teacher must be at the senior or lead professional level. Teachers who have not had a comprehensive evaluation shall have the opportunity to apply to the Lead Teacher Panel for lead teacher status provided they have had five years of consistently satisfactory or above teaching of which the last three have been, at the minimum, half-time employment in the Cincinnati Public Schools, and who are currently employed full-time. If the application is accepted prior to October 15, the teacher shall be scheduled a comprehensive evaluation that year.

The Career in Teaching Program is committed to having lead teachers reflect the diversity in the CPS teaching staff.

The Application

The application is designed to identify those unique skills that enable a teacher to assume leadership roles among colleagues. The application shall include information about teaching experience, professional growth activities, educational background, and career plans. It may require statements clarifying the teacher's instructional philosophy, personal goals while serving as a leader, and experience in collaborative relationships. The application will be reviewed and assessed by the Panel based on the following criteria:

Among the characteristics a lead teacher may demonstrate through their application:

- leadership in their profession.
- effective written and verbal communication skills.
- involvement of parents and the school community in their education program.
- teaching techniques and curriculum development that are culturally responsive.
- a consistent pattern of professional growth.
- articulation of convictions about teaching.
- history of cooperation and collaboration with others.
- commitment to teaching as a career.
- How technology, student data, or innovative practices contribute to their instructional practices.

The credentialing process shall include a review of the applicant's personnel file.

Finally, the credentialing process shall include a personal interview with the applicant and with peers and others as determined by the Lead Teacher Panel to verify that candidate's ability to work well with other teachers and the school community.

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

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

The Lead Teacher Panel shall identify a pool of 8 specially trained teachers who may conduct the interviews of applicants.

Report to Panel/Credentialing

The Lead Teacher Panel shall review the teacher application and any other related forms and documentation prior to making a final determination for lead teacher credentialing. At least two-thirds of the members of the full panel are required to credential a lead teacher. If the panel is tied, the decision is sent to the four-member Appeals Panel. The Appeals Panel must confirm the decision by at least a three-fourths majority of the full panel. If the Appeal Panel is tied, the teacher may apply the following year.

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

Reevaluating Lead Teachers

Those credentialed as lead teachers shall be reassessed no sooner than three years. If their status falls below advanced, the teacher loses lead teacher credentials. If the teacher returns to senior or lead status within five years, the teacher will regain lead teacher credentials, pending their reassessment status.

Rehiring Lead Teachers

When a teacher separates from the district, lead teachers status is ended.

COMPENSATION OF TEACHERS IN LEADERSHIP POSITIONS

The compensation for each lead teacher position is as follows. These figures are over and above the contractual salary.

	Released Time	$ Amount	Additional Days
Subject area leader (Department Chair): At least 5 but less than 12 members 12 or more members		 6000 6500	 5 5
Team Leader with teams of at least 4 members	0	6000	5
School-wide Lead Teacher At least 5 but less than 12 members 12 or more members		 6000	 5 5
Consulting Teacher Teacher Evaluator	All day	6500 6500	5
Content Innovation Specialist		3000	5
Curriculum Council Chair (see 170.4 of the Professional Development MOU)		6500	5
Program Facilitator Building Level District Level		 6000	 5 5

The compensation for each non-lead teacher position is as follows. These figures are over and above the contractual salary.

	Released Time	$ Amount
Subject area leader (Department Chair): At least 5 but less than 12 members 12 or more members		 3000 3250
Team Leader with teams of at least 4 members	0	3000
Consulting Teacher Teacher Evaluator	All day	3250 3250
Content Innovation Specialist		3000
Curriculum Council Chair (see 170.4 of the Professional Development MOU)		3250
Program Facilitator Building Level District Level		 3000

Lead teachers shall be paid quarterly or as part of level pay, §700.2. The Treasurer shall make that determination. All lead teachers shall be treated the same with respect to pay.

Any positions that need additional days beyond those listed above will be compensated at the teacher's daily rate of pay.

The stipend for other lead teacher positions established or implemented in the future may be greater than or less than the amounts above.

Lead Teachers – Use of 5 Days Extended Time

The five extended days of the lead teacher's assignment shall be within the scope of the lead teacher responsibilities at the local school or site. Newly appointed lead teachers shall receive a one-day orientation/training session designed by the CTP. There shall be no additional compensation for this training.

ANNUAL NEGOTIATIONS

Pursuant to §170.1.d, the number of lead teacher positions shall be determined annually by the needs of the district but shall be at least ten per cent of the bargaining unit subject, however, to agreement of the parties on the availability of funds, on the program budget and on distribution of lead teacher positions for each year.

The Career in Teaching Budget Agreement including specific number and types of lead teacher positions shall be determined during annual negotiations that may be called for by either party, prior to February 1. If no notice is given, the resources set aside for the previous year shall be continued for the next school year. Such reopener, however, shall not provide the Federation with the right to strike, nor the Board with the right to unilaterally implement, and shall not subject the parties to impasse resolution procedures set forth in O.R.C. ß4117.14.

SELECTION OF LEAD TEACHERS FOR POSITIONS

Credentialed lead teachers will be able to apply for lead teacher positions within the district as they develop. Available lead teacher positions will be posted and filled annually. Lead teachers must reapply for any position at the end of their term.

Selection of Lead Teachers for School Level Positions

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

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

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

Selection of District Level Lead Teachers

Selection of non-building level lead teachers will be made by the administration based on training, experience and individual qualifications of the applicants.

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

Selection of Non-Lead Teachers for Lead Teacher Positions

If no lead teacher qualified for a position applies or is selected, then the position can be offered to a non-lead teacher. Non-credentialed teachers may apply and the selection process above shall be followed. In selecting, the choice should be made based on training, experience and individual qualifications of the applicants. The teacher's professional level shall be a significant factor. The following provisions apply:

A. The non-lead teacher is required to apply for lead teacher credentials during the next application period, if eligible. If not eligible, the lead teacher position will be reposted the following year, unless funding restrictions do not allow a change in personnel.

B. The non-lead teacher shall continue in the position as long as he/she is pursuing lead teacher credentials in a timely manner.

C. The non-lead teacher serving in a lead teacher position shall receive half of a lead teacher stipend referenced in Table A.

Lead Teacher – Right to Return

If a school based lead teacher position is eliminated during the lead teacher's first term in an assignment, the teacher has no rights to a position in the receiving school and the teacher may elect to return to the original sending school. If this occurs in subsequent terms away from the sending school, no specific assignment is guaranteed.

Lead teachers in district level positions shall have the right to return to the sending schools and to the same or similar assignments without loss of seniority provided they exercise the right no later than the expiration of their first term.

Lead Teacher Performance Review

Lead teachers report to the principal and are responsible to the principal and their constituents. Lead teachers shall provide quarterly reports to the principal and screening panel during their term, describing their activities satisfying the goals described above. The continuation of lead teachers in a position shall be based on attainment of the team, department or level's goals and on the lead teacher's performance of the job descriptions duties and responsibilities. A lead teacher may be removed from a position effective at the end of a school year, by agreement of the principal and the screening panel for the unit, provided the lead teacher is notified by March 10.

LEAD TEACHER APPEAL PROCESS

Teacher who apply for lead teacher credentials and are denied by the Lead Teacher Panel are entitled to a review by the Lead Teacher Appeals Panel on the credentialing process exclusive of the comprehensive evaluations. The review conducted by the Lead Teacher Appeals Panel will be limited to verifying that the proper procedures were followed and determining whether the action to deny that status was supported by the evidence. A teacher desiring to appeal shall provide written notification of his/her intent to the Panel along with the reasons for appealing within ten working days of being notified of the decision of the Lead Teacher Panel.

The Lead Teacher Appeals Panel will consist of two lead teachers appointed by the CFT and two administrators appointed by the Superintendent. This Panel shall meet to review the procedures and evidence for all appeals after each application period. Only evidence collected during the credentialing process will be admissible. After reviewing the procedures and evidence, the Lead Teacher Appeals Panel shall have the right to call on the teacher, or the Lead Teacher Panel, to appear before the Lead Teacher Appeals Panel for clarification.

Following their review, the Lead Teacher Appeals Panel will make a determination as to whether proper procedures were followed and whether the Lead Teacher Panel's action was supported by the evidence. Within 30 calendar days of the review, the Lead Teacher Appeals Panel will submit their decision in writing to the teacher and Lead Teacher Panel. The decision shall either uphold the Lead Teacher Panel's action or direct an appropriate remedy. If the Lead Teacher Appeals Panel overrides the appeal, it shall provide the specific rationale, in writing, to the teacher.

TERM OF THE PLAN

Teacher Quality Agreement, ratified by the CFT membership and the Board, is an agreement independent of the Collective Bargaining Contract with exceptions listed below. However, the parties agree that the Career in Teaching Program will be governed by the Agreement, which is subject to amendment by agreement of the parties (i.e. Federation and Board).

Further, the Collective Bargaining Contract is hereby amended in the process of ratifying the plan to incorporate provisions of this plan which govern: compensation and extended work year requirements for lead teachers.

The term of the Career in Teaching Program Agreement shall coincide with the term of the Collective Bargaining Contract. This Agreement shall be printed in the Collective Bargaining Contract as an appendix.

Julie Sellers

President, Cincinnati Federation of Teachers

President, Cincinnati Board of Education

Superintendent of Schools

PROFESSIONAL DEVELOPMENT MEMORANDUM OF UNDERSTANDING

WHEREAS, the Cincinnati Federation of Teachers ("FEDERATION") and the Cincinnati Board of Education ("the Board") are parties to a collective bargaining agreement entered into pursuant to Chapter 4117 of the Ohio Revised Code; and

WHEREAS, FEDERATION and the Board have in previous collective bargaining agreements allocated funds to professional development; and

WHEREAS, FEDERATION and the Board agree for purposes of a new collective bargaining agreement to be ratified in December 2010 to document their agreements concerning the future support of professional development in a separate memorandum of understanding, not part of the collective bargaining agreement.

WHEREFORE, in exchange for the consideration set forth herein, as well as FEDERATION'S agreement to remove certain provisions regarding professional development from the parties' collective bargaining agreement for the years 2010-12, the parties agree as follows:

(1) Content Innovation Specialists

A Content Innovation Specialist is a specially trained teacher in mathematics, social studies, and science or English/language arts. A Content Innovation Specialist is responsible for providing job-embedded professional development in a content area for teachers, individually or in groups. They shall provide the most current research-proven curriculum, technology, and pedagogy to assist the staff in expanding teachers' ability to deliver content rich instruction to students.

a. Content Innovation Specialists at K-6 and K-8 Schools

Every elementary school shall within three (3) years (commencing SY 2011-2012), have a full complement of Content Innovation Specialists. A full complement is one Content Innovation Specialist in mathematics, language arts, science and social studies in a school.

Content Innovation Specialists shall receive a stipend. If they commit to serve a minimum of three years in a high needs school or at an Initiative School, they will receive additional compensation annually based on the availability of non-general funds for such purposes.

b. Secondary Schools (Department Chairs/ Content Innovation Specialists)

A portion of the High School department chair stipend will be assessed against Content Innovation Specialists fund.

(2) Cincinnati Teachers Professional Development Fund.

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

a. Joint Committee

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

The CTPDF Committee will determine guidelines, criteria and application procedures for professional development activities referred to in paragraph (b) below. These recommendations shall be submitted to the Superintendent and Federation President for approval.

The Committee shall also be responsible for rating, evaluating, and awarding the proposals. In the event of a tie vote, the applicant may be asked to submit additional information prior to an additional vote. In the event of another tie vote, the applicant shall be granted the funding for the activity.

b. Conference/Convention Fund

The Board shall establish a joint professional conference/convention fund. For the 2010-2011 school year, the Board shall budget $195,000 for the Fund. For the 2011-2012 school year, the Board shall budget $195,000.

Thereafter, it shall budget annually $325,000. For school years 2010-2011 and 2011-2012, the remaining $130,000 will be budgeted for the establishment of Content Innovation Specialist positions.

Up to 40% of the allocated funds shall be set aside for conventions and conferences for which similar opportunities are unavailable outside the academic year. These funds may be used for travel, lodging, registration, fees, substitute coverage and food.

Any unused funds shall provide professional development opportunities outside the academic year. Guidelines and application procedures shall be established by the Cincinnati Teachers' Professional Development Fund Committee.

The applicant shall be required to submit a written summary for the Committee detailing how the experience will benefit instruction. The Cincinnati

Teachers' Professional Development Fund Committee will require recipients to provide a report of service to the district as a result of their participation. At the end of each quarter, the Committee shall report, using district records, the recipients, the activities funded, and the cost of each activity to the Superintendent and Federation. The funds awarded from the Cincinnati Teachers' Professional Development Fund are to be used only for the applicant.

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

(3) Curriculum Councils.

The Board will provide routine clerical services and supplies through a percentage of an FTE assigned to the Central Office to support the work of the Councils. Beginning SY 2011-2012, Curriculum Council Chairs in Fine Arts, Library/Media, Career Tech, and Early Childhood will receive release time, if needed, up to five (5) days per quarter and other Curriculum Council Chairs will receive four (4) release days, if needed, per quarter in order to complete their duties. All Curriculum Council Chairs will receive a stipend determined by the CITA.

(4) Professional Development Aligned with TES.

Professional development will be delivered using a variety of resources and activities and will focus on and align with the TES standards. The Mayerson Academy will provide individualized as well as full complement professional development in order

to transition to the new TES, Annual Evaluations and Performance Review Evaluations. Certificated/licensed personnel shall receive $1,000 for participation.

(5) Additional Professional Development Days

Additional voluntary professional development will be added to the calendar based on availability of funds beyond general fund revenue.

For SY 2011-2012, the Board shall invoke the option pursuant to Section 220.14 for the opening and closing days.

Efforts will be made to continue to provide professional development throughout the year based on areas of professional and student growth needs. That continued professional development will be paid to teachers at the extended pay rate.

(6) Professional Development

Up to two (2) professional development days may be added to the school calendar at the discretion of the Board. These days will be paid separately from the school calendar at the per diem rate.

When teachers are required to work additional days and it is part of their regular duties as defined within this contract, the per diem rate shall apply. When a teacher initiates and an administrator approves professional development or additional assignments during the summer, after school, and on weekends, the extended rates shall apply. Typically, unless notified otherwise, professional development and other assignments beyond the school day shall also be at an extended rate.

In addition, six (6) hours of uncompensated professional development will occur outside the scheduled day, over the course of the year, with the content and schedule determined by Instructional Learning Teams.

(7) Stabilizing Faculties at Schools with High Turnover Rates.

The Administration and Federation will jointly identify schools at which retaining or recruiting experienced staff shall be a priority. The identification will be determined by the School Performance Team. At these schools, targets for professional senior and lead teachers shall be established, and Human Resources shall be directed to post vacancies for these schools in an effort to reach these ratios within the life of the contract. Teachers electing to fill these identified positions may transfer individually or in teams of up to three together to these schools. Incentives such as establishing unique team alignments, additional technological resources and capabilities in the classroom, and two paid Super Saturdays for their teams each quarter may be offered. The parties commit to analyze the progress toward meeting these goals.

In addition, the parties will identify professional development needs of teachers regarding positive school climate.

(8) Professional Development and Recruitment

The Department of Human Resources may, in their recruitment, determine how and when to spend up to $6,000 per recruit from among the following options:

- Professional development for courses that improve one's knowledge of subject taught;

- Tuition reimbursement for courses that improve one's knowledge of the subject taught;
- Repayment of student loans;
- Reimbursement of new hires for expenses associated with relocation.

1. This Memorandum of Understanding may be amended only by written agreement among the parties hereto.

2. This Memorandum of Understanding shall be in effect so long as the Collective Bargaining Agreement remains in effect and will be a subject of the negotiations for the subsequent Collective Bargaining Agreement

CINCINNATI FEDERATION OF TEACHERS

Julia Sellers

Its President

CINCINNATI BOARD OF EDUCATION

Superintendent, Cincinnati Public Schools on behalf of the Cincinnati Board of Education

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