AGREEMENT

between

THE COLUMBUS BOARD OF EDUCATION

and

THE COLUMBUS EDUCATION ASSOCIATION

To be effective until

August 27, 2008

Dear CEA Members:

This is your copy of the new Master Agreement between the Columbus Board of Education and the Columbus Education Association. We have come a long way from the first 20-page document that was agreed to more than 30 years ago. It represents another solid step forward. Please read it and use it so that it may be of professional and personal benefit to you.

This was one of our most difficult rounds of bargaining. We must not take the results for granted. The agreement represents thousands of hours of work by the officers, representatives, staff and team members. Also, we must never forget the many members who sacrificed in the past to get us to this level today. It has not been easy and will not get easier in the future. Public education and a teacher's livelihood are threatened as never before in the history of our nation. CEA remains a bulwark defending our local public schools.

We should be very proud of this agreement. Even in difficult times, we have moved forward. This contract contains substantive language changes to improve the working conditions for teachers and students. It also maintains benefits for teachers.

A special note of thanks goes to all team members, especially Chief Negotiator Rick Logan and Negotiations Chairperson Dorothy G. Wilson. They have demonstrated their dedication to create and maintain a strong Association.

In addition to the staff and leadership who contribute so much to our success, we also owe much to the thousands of individual members who made themselves heard throughout the negotiations process. This united effort has produced a contract that keeps CEA and Columbus as national leaders in the field of education.

Any good contract must be enforced to have value. The Board and CEA have made the commitment to support this agreement. Every teacher and administrator is obligated to enforce it.

Thank you for your support.

Sincerely,

Rhonda Johnson

Rhonda Johnson

CEA Negotiations Team

Core Team

Chief Negotiator Richard Logan
Chairperson Dorothy G. Wilson
Associate Chair Debbie Huffman-Mirib
CEA Vice President Bruce Green
CEA Staff Consultant Carol Wagner
CEA Member Jeff Corbin
CEA Member Tracey Johnson
CEA Member Beth Masters

Team Members

Bonita Agnew
Leania Alli
Karen Andermills
Alan Barnes
Quay Barnes
Linda Bish
Bev Carter
Jeff Corbin
Rich Coyle
Susan Craig
Barbara Flu-Allen
Anne Gibson
Greg Goodlander
Paul Griffin
Linda Gunther
Al Hernandez
Debbie Huffman-Mirib
Cindy Jamison
Brian Johnson
Renee Kelley
Debra King
Debby McCoy
Alice Munnerlyn
Diane Norman
Sally Oldham
Jennifer Plemel
Barbara Reed
J. Sanchez
Jeanne Sites
Linda Studier
Mildred Thomas
Robert Toy

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Columbus Education Association
929 East Broad Street
Columbus, Ohio 43205
(614) 253-4731 • Fax (614) 253-0465
www.ceaohio.org/

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AGREEMENT

between the
COLUMBUS BOARD OF EDUCATION
and the
COLUMBUS EDUCATION ASSOCIATION

This Agreement entered into at Columbus, Ohio, this tenth day of June 2005, between the Columbus Board of Education of the Columbus City School District (hereinafter referred to as the "Board") and the Columbus Education Association (hereinafter referred to as the "Association").

Chapter 100

Article 101
Recognition

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

other certificated or professional employees, or to responsibly recommend such action. If the Board of Education reassigns or removes the work of student safety specialists from the bargaining unit, the Board of Education shall have the obligation to bargain with the Association about the effect(s) of the Board's decision.

Article 102
Responsibility of the Board

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

Article 103
Authority of the Superintendent

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

Article 104
Responsibility of the Association

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

Article 105
Equal Employment Rights

Members of the bargaining unit will not be discriminated against in any way in the exercise of their employment rights or their rights under this Agreement because of race, color, creed, national origin, age, or sex. The Board and administration will comply with all federal, state and local fair employment laws.

Article 106
Continuous Performance Pledge

106.01 The Association agrees that it will neither cause nor sponsor any strike, "study day," "professional holiday," or

other work stoppage during the period of this Agreement. In the event that the Association violates this provision, it shall be subject to appropriate legal penalties and the Board shall be entitled to any other appropriate relief available under law.

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

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

Article 107
Present Policies

To the extent that any provision of the Administrative Guide, other Board policy, regulation or procedure, or building level policy, regulation or procedure conflicts with an expressed provision of this Association/Board Agreement, the provisions of the Association/Board Agreement shall have precedence.

Article 108
Board-Association Consultation

108.01 During the term of this Agreement, the Board or its administrative agents shall make it a practice to advise the Association President or his/her designees prior to the adoption of new or substantially revised citywide policies, programs, or procedures of significant importance to and directly involving teachers.

108.02 During the term of this Agreement, the Superintendent and designees shall meet on a regular basis, generally once a month, with not more than five (5) representatives of the Association to discuss matters of policy, procedure, and program of the school district. In order to promote a free exchange of views, all matters discussed in such meetings shall be considered confidential by all parties unless otherwise noted in the meetings.

108.03 All administrative forms provided by this Agreement shall be mutually acceptable to the Board and the Association, subject to binding arbitration in case of dispute. The development of such mutually acceptable forms shall include discussion between the parties of the procedures for the use of such forms. In the event mutual agreement on a form does not occur, the Board shall be free to utilize its preferred form until an arbitrator renders a decision.

108.04 All school forms developed by the school district shall be free of sexual stereotyping. The school system may continue to use supplies of forms presently in stock. The Association may advise the administrator of Labor Relations of any forms in need of revision. No form that

is in violation of this article shall be the subject of a grievance unless the form has been identified as provided above. Existing supplies of such a form may be continued in use until liquidated.

Article 109
Rights of the Association

109.01 The President of the Association or his/her designees shall have the right to visit all schools in the District for the purpose of carrying out Association business. Upon entering a school, the President or designee shall first notify the principal of his/her visitation. In the absence of the principal, notification shall be to the assistant principal or a school office employee. In no event shall such visits interfere with or interrupt normal school operations.

109.02

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

B. The Board of Education shall supply the Association with names and addresses of all new teachers and their administrative assignments within one (1) week after official Board action employing such teachers.

C. Twenty-five (25) copies of the annual "Building Staff Assignment" directory and twenty-five (25) copies of the annual "Employee Directory" will be provided to the Association if and when such publications are normally distributed.

D. The information provided in A, B, and C above shall be only for the private use of the Association.

109.03 Membership Dues Deduction

A. Membership dues of the Association and its district, state, and national affiliates, shall be deducted in nineteen (19) equal installments for teachers on plan A and

twenty-four (24) equal installments for teachers on plan B on dates defined in Chapter 1100 on the basis of written authorizations supplied by the Association to the Treasurer. The Treasurer shall transmit dues to the Association one (1) Columbus Public Schools business day following the pay date in which the pay was received by the employee or as soon as possible thereafter. Such deduction shall be irrevocable for periods of one (1) year except that authorizations may be withdrawn during a period of fifteen (15) days each year ending September 15, providing that notifications of withdrawal are submitted to the Treasurer during such fifteen (15) day period. The Association shall keep on file a copy of each individual's deduction authorization form.

B. Authorization shall be on a continuing basis from year to year unless withdrawn in keeping with provision 109.03(A) above. Such withdrawal must be submitted in writing to the Treasurer of the Board, with a copy to the Association. The effective date for a new authorization or a change in an existing authorization shall not be later than the earning period following submission of the new or changed authorization.

C. The Association shall supply the Treasurer with the dues structure for the following school year by July 1 of each year.

D. The balance of the annual deductions shall be deducted from the final paycheck of a member resigning his/her position, receiving an unpaid leave of absence, leaving a bargaining unit position, or terminating his/her employment after the opening of school.

E. The Association will indemnify the Board and Treasurer against liability for all deductions made in accordance with these provisions.

F. The Association will compensate the Board in the amount of fifteen cents ($.15) per member per year for the payroll deduction service to be deducted from the first deduction period each school year.

G. The Board will provide the Association with a single printout for all organizations showing the members from whom dues were deducted and the appropriate organization. This itemized statement with a transmittal letter will be prepared monthly.

H. The Association shall have exclusive payroll deduction rights for union dues for members of the bargaining unit.

I. Payroll Procedures and Deductions

1. United Way deductions shall be continuous from year-to-year until canceled in writing to the

Treasurer's Office. Changes will be made by completing new option cards during the annual campaign period.

2. Salary reductions for annuities and Section 125 accounts shall be determined by dividing the yearly amount by the appropriate number of pay dates per employee.
3. Deductions for missed dues and service fees shall be recovered and collected within thirty (30) days of knowledge of the omission. The Association will be promptly notified in writing whenever the above occurs.
4. Amounts for credit union deductions, Association dues, TBS, and agency fees shall be electronically transmitted by the next Columbus Public Schools business day following the employee's pay date.
5. Amounts for annuities and flexible spending accounts shall be electronically transferred by the third Columbus Public Schools business day following the employee's pay date when ACH transfer is available.
6. Bargaining unit members desiring to change from pay plan A to plan B or plan B to plan A must do so during the open change period of June 1 to the end of the first week of the next school year.
7. When an employee's bank account is debited by the Treasurer's Office, a credit with the corrected amount must be made at the same time (or manual check on pay date). Advance notification of these actions should be given to the employee as soon as possible.
8. Errors in sick leave and personal leave shall be reported to the Treasurer's Office on a form mutually agreed to by the Board and the Association. Every effort will be made for necessary corrections to be made in a timely fashion generally on the paycheck following the receipt of the report. The processing date of a payroll may cause this correction to be delayed until the following pay date. Whenever corrections are not made on the next paycheck, the Association will be promptly notified.
9. Every effort will be made to correct errors in deductions and entitlements by the following pay date that the error was reported. The processing date of a payroll may cause this correction to be delayed until the following pay date.
10. Tutors shall be paid biweekly after submitting to the payroll office a biweekly certification of hours actually worked. Tutors must submit an enrollment sheet to the office of special education on a monthly basis.

11. Printouts of information provided to the Association may be replaced, by mutual agreement, by electronic media.
12. Supplemental wages will be included in the regular paycheck. The federal tax deduction will be calculated according to method B for supplemental wages in the IRS Circular E, Employer's Tax Guide.
13. Current practice shall be followed for payment of supplemental duties that are not provided for in Article 905 of the current Agreement with the new biweekly pay plan.
14. Unused sick leave shall be cumulative without limit. For contract teachers, sick leave shall accumulate at a rate of fifteen (15) days per year. All such teachers shall be credited with one and one-half (1.5) days at the end of each month. The accruals will occur September through June.
15. The benefits provided in Article 806, 807, 808 and 809 shall be effective for newly employed members of the bargaining unit on the first day of the month following the second pay date in which the new employee works. Such benefits shall terminate on the last day of the month for which the employee has paid for such coverage. Coverage for members of the bargaining unit electing coverage under Article 805 shall be in accordance with the biweekly payroll and deduction schedule.
16. Payment for performance of extra duties listed in 905.01 shall be made in a single payment as soon as practicable following the completion of the performance of the extra duty. Payments shall be made on the sixth, thirteenth, fifteenth, and twenty-first pay dates.
17. Government savings bonds deductions shall be provided by January 1, 1998.
18. Eligible tutors may elect the Comprehensive Major Medical Insurance Program provided in Article 806 of this Agreement, the dental insurance coverage provided in Article 807 of this Agreement, and the vision insurance coverage provided in Article 808 of this Agreement. The Board shall pay a proportionate percent of the cost of such insurance, and the eligible tutor shall pay the balance of the premium by the payroll deductions schedule, based upon the number of hours for which the particular tutor is scheduled per week, as follows: fifteen (15) to twenty-five (25) hours, the Board shall pay fifty (50) percent and the employee fifty (50) percent of the cost; more than twenty-five (25) hours, the Board shall pay seventy-two (72) percent and the employee shall pay twenty-

eight (28) percent. Determination of eligibility and percentage contribution based on hours is set forth in Sections 1008.05-.06.

19. Election of the coverages must be made during the annual open enrollment period, not to end before November 30 for tutors. A tutor may not change coverages except during the annual enrollment period. If a tutor drops out of a program or misses his/her share of a premium payment to the Board's Treasurer, the tutor cannot re-enroll until the next annual enrollment period.

20. The joint Association/Board Payroll Committee that includes the Treasurer or his/her designee will meet as often as necessary to review and correct procedures with regard to the bi-weekly payroll system. The parties are committed to arriving at solutions, short of the grievance process, to any unanticipated problems that may arise from implementation of the biweekly payroll.

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

109.05

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

B. The Association shall be included on a regular school building mail route.

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

109.07

A. The President and/or Vice-President of the Association, upon request of the Association by June 1, shall be

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

B. Upon request of the Association by June 1, up to ten (10) additional designees of the Association shall be granted unpaid leaves of absence. Such leaves shall be granted for one (1) school year and shall be renewed for one (1) school year upon request of the Association by June 1. The increase from 6 to 10 designees shall be effective in the 2001-2002 school year. Such designees shall not be changed during the school year.

C. The Association shall reimburse the Board for the cost of the teachers' and Board's contributions to the State Teachers Retirement System on behalf of each teacher on leave as provided in paragraphs A and B above, which will include the cost for up to 55 additional days (for a total of up to 250 days in each school year) at the teacher's daily rate of pay based on the salary schedules in Article 902. The continuation of insurance benefits for such teachers shall be contingent upon timely monthly payment of the premium to the Board.

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

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

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

leave their assigned school buildings after their pupils' departure in the afternoon in order to attend scheduled meetings of the Association provided such scheduled meetings do not interfere with the regular school responsibilities of such governors and faculty representatives. Governors and faculty representatives who leave their assigned school buildings after their pupils' departure in the afternoon shall advise the building administrator of the nature of their departure.

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

109.12 Board representatives will advise the Association President of the payroll deduction procedures which will be followed by the Board for contributions to Teachers for Better Schools (TBS), to the United Negro College Fund (UNCF), and/or to the Ohio Tuition Trust Authority (OTTA). Such procedures will include furnishing the names and addresses to the appropriate organization of teachers making such contributions to TBS and such procedures will be developed in consultation with the Association. The reasonable cost recovery realized by the Board shall not exceed two cents ($.02) per month per deduction for TBS.

109.13 The Association Senior Faculty Representative in each Columbus high school and middle school will not be assigned duties during his/her duty period.

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

Article 110
Grievance Procedure

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

110.02 Each grievance shall be processed in the following manner:

Step 1.

A. Within ten (10) school days after the occurrence of the incident, which is the subject of the grievance, the teacher involved will reduce the grievance to writing, on a form provided by the Board, and will present it to the building principal. Upon receipt, the principal will place a copy of the grievance in the Association faculty representative's school mailbox.

B. Within four (4) school days after the grievance is submitted, the building principal will discuss the grievance with the teacher involved and attempt to resolve it.

C. Within four (4) school days after this meeting, the principal shall notify the grievant of the decision in writing on the grievance form.

Step 2.

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

110.03 The failure of a grievant to appeal any decision to the next Step within the time set forth for such appeal shall constitute a waiver of the right of further appeal, and a final disposition of the grievance shall be made on the basis of the last decision given. Any of the time limits established in this grievance procedure may be waived by mutual agreement of the parties.

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

110.05 In the event there is a grievance which involves a number of teachers in one school, it may be submitted as

a group grievance. The teachers involved in the grievance will be named on the grievance form.

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

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

Article 111
Arbitration

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

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

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

111.04 The parties recognize that the Board of Education is legally charged with the responsibility of operating the school system. The sole power of the arbitrator shall be to determine whether the terms of this Agreement have been violated, misinterpreted or inequitably applied, and the arbitrator shall have no power or authority to make any decision which modifies, alters, or amends any terms of this Agreement or which is violative of the terms of this Agreement. The arbitrator shall not substitute his/her

judgment for that of the Board, except in the following circumstances:

A. Where an issue to be determined by the arbitrator is an issue of fact;

B. Where the issue before the arbitrator involves the interpretation of the terms of this Agreement.

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

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

Article 112
Agency Fee

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

112.02

A. Agency fees shall be automatically deductible in twelve (12) equal installments beginning with the first pay date after January 15.

B. The prorated balance due shall be deducted from the final paycheck of a nonmember teacher resigning his/her position, receiving an unpaid leave of absence, leaving a bargaining unit position, or terminating

his/her employment after the opening of school.

C. The Association will compensate the Board in the amount of fifteen cents ($.15) per nonmember deducting teacher per year for the payroll deduction service to be deducted from the first deduction period each school year.

D. The Board will provide the Association with a single printout showing the nonmember teachers from whom such agency fees were deducted. This itemized statement with a transmittal letter will be prepared monthly.

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

112.04 The Association shall indemnify the Board, its members, and its administrative and supervisory employees, including but not limited to the Treasurer (all hereinafter, "the indemnitees"), for, and hold them harmless from, any and all liability, damages and expenses, including but not limited to legal fees at customary rates in the community and costs, directly or indirectly incurred by the indemnitees, or any of them, because of any legal action or administrative claim brought against them as a result of the provisions of this article. ❑

Chapter 200

Article 201
Academic Freedom

201.01 Teachers shall be guaranteed academic freedom. Such freedom shall be exercised within the bounds of general standards of professional responsibility, and shall not prohibit consultation and direction by Board representatives. The right to academic freedom herein established shall include the right to support or oppose political causes and issues outside of the teaching role and the teacher's school-related activities and relationships.

201.02 During the term of this Agreement there shall be no general expansion of the citywide standardized testing program prior to discussion with representatives of the Association as provided in Article 108. This provision shall not restrict the Administration from modifying present tests, from substituting new tests for those tests presently being utilized so long as such substitution does not result in a significant increase in teacher duties related to test administration, from making minor additions to present tests, or from discontinuing a particular test and substituting a different test at that or another grade level so long as the new test does not result in a significant increase in teacher duties related to test administration. Teachers shall conduct testing and student assessment as required for the teacher's particular assignment.

201.03 In the event the school administrator changes a student's nine-week grade, the administrator will, as promptly as practical, notify the teacher who gave the original grade. In the event the school administrator changes a student's final grade, the administrator will initial and date such change and, as promptly as practical, notify the teacher who gave the original grade.

Article 202
Association Building Council (ABC)

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

202.02 The Association senior faculty representative shall be a member of the Association Building Council. Except as provided otherwise in this Agreement, two other members of the ABC shall be elected by secret ballot of the teachers at a general staff meeting and the remaining two members of the ABC shall be appointed by the principal. Schools having more than thirty (30) teachers shall, at the request of either the senior faculty representative or the principal, elect one (1) additional ABC member and

appoint one (1) additional ABC member as provided above, for every additional twenty (20) teachers or fraction thereof. All members shall serve by consent. The term of office shall be one school year.

202.03 The Association Building Council shall be advisory only and is intended to assist the principal and the school staff in developing policies and programs for the school involved. The ABC shall assume the responsibility for being knowledgeable about matters in this Agreement which relate to its functions.

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

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

Article 203
Election of Department Chairpersons

Prior to June 1 of each school year, the teachers in each of the six (6) designated departments in each regular high school and the Alternative High Schools may meet and elect one or more consenting candidates as nominees for the position of department chairperson in each of their respective departments. In such an event, the names of the elected nominees shall be submitted to the building principal. The building principal shall include consideration of all such nominees, if any, in the final selection of teachers to serve as department chairpersons for the following school year. The selection shall normally be made by the close of the school year and the selection announced to the department members by such date. The basis for the selection of department chairpersons by the principal shall not be arbitrary or capricious.

Article 204
Length of School Day

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

204.02 The length of the student school day for all elementary schools shall normally be five and one-half (5 1/2) hours per day, excluding the lunch period.

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

204.04 Except as provided elsewhere in this Agreement, the regular work day for all full-time teachers is to be seven and one-half (7 1/2) hours. Such seven and one-half (7 1/2) hours shall include a duty-free lunch period and planning-preparation time. Teachers may contract individually with the Board for extra-duty assignments that may extend beyond the seven and one-half (7 1/2) hour day. Full-time hourly-rated teachers and those members of the bargaining unit not assigned to a regular school staff shall have a regular workday not to exceed eight (8) hours. In no event shall a teacher's workday begin before 7:00 a.m. or end after 6:00 p.m. except as specifically provided elsewhere in this Agreement, unless the teacher so elects from time to time, or unless the teacher elected employment for, or chose assignment to, a position with a posted work day beginning before 7:00 a.m. or ending after 6:00 p.m. Kindergarten teachers employed on a half-time contract shall have their responsibilities as established in this article reduced as nearly as practical by fifty (50) percent, recognizing that the student day in a.m. kindergarten classes in many elementary schools has a duration of three (3) hours.

204.05 In schools that vary their schedules from the normal teacher work day of 8:15 a.m. to 3:45 p.m. or from the normal student day of 8:45 a.m. to 3:30 p.m. in elementary schools and 8:30 a.m. to 3:30 p.m. in middle and high schools, teachers shall be provided lunch periods, conference periods, and other released-time periods stipulated by this Agreement for various assignments approx-

imately equal in minutes per week to those periods provided teachers in schools on normal schedules. Nothing in this provision shall prohibit the Board from developing innovative programs and schedules in certain schools so long as the staff in such a school, by secret ballot, votes approval of such innovation, provided no teacher is required to work in excess of the provisions of Section 204.04 above and provided no teacher is required to work in excess of the teacher's regular contract year. Prior to any such secret ballot vote the Association Building Council shall study the proposed innovative programs and schedules and shall make recommendations to the staff.

204.06

A. The lunch schedule for each elementary school shall be developed (if possible) by agreement between the principal and the Association Building Council. Absent an agreement, the final determination shall be made by the principal.

B. No teacher shall be deprived of at least a thirty (30) minute uninterrupted, duty-free lunch period.

C. Notwithstanding paragraph B above, the thirty (30) minute duty-free lunch period may be interrupted if the Administration determines that it is feasible, and an elementary school staff, by majority in a secret ballot vote, elect a forty-five (45) minute lunch period. Such forty-five (45) minute lunch period shall remain in effect for the remainder of the school year and shall continue the following school year unless the Administration determines such continuation is not feasible or the staff elects not to continue the forty-five (45) minute lunch period the following school year.

204.07 It is understood by the parties that during the term of this Agreement, elementary school schedules may be adjusted in order to accommodate transportation needs provided the normal pupil day shall not begin before 8:30 a.m. nor later than 9:00 a.m. In addition, the normal teacher work day, as provided in Section 204.04 and the normal length of the school day, as provided in Section 204.02 shall not be exceeded.

204.08 In the event a court-ordered pupil reassignment plan is implemented, the starting times for schools will be staggered as needed by the Office of Management Services in order to provide for the efficient utilization of buses. It is expected that schools may begin operation as early as 7:30 a.m. or as late as 9:30 a.m. The lunch schedule for elementary schools may vary between 45 minutes and 1 hour and 15 minutes and may be modified by the

Office of Management Services. Such modification by the Office of Management Services shall only be made on a school-by-school basis where the need exists to accommodate bus schedules. No teacher shall be deprived of at least a thirty (30) minute uninterrupted duty-free lunch period. The thirty (30) minutes before classes and fifteen (15) minutes after classes provided in Article 204.01 will normally be changed to forty-five (45) minutes before classes and fifteen (15) minutes after classes in elementary schools with a one-hour lunch period established as a result of this provision.

Article 205
Building Staff Meetings

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

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

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

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

205.05 The principal shall designate one full day at the

beginning of the school year as being for the teacher's own professional utilization at his/her assigned building.

205.06 Notwithstanding Sections 205.01 and 205.04 above, city-wide program teachers who are assigned to school buildings may be required to attend one (1) city-wide program after-school staff/in-service meeting on a pupil attendance day during the school year. Announcement of this meeting shall clearly state that attendance is mandatory. This meeting shall not exceed one and one-half (1 1/2) hours in length.

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

Article 206
Teaching Environment and New Buildings

206.01 Copying machine(s) (or technologically more advanced equipment) and computers shall be made available in the teacher's workspace, classrooms and/or teachers' lounges and reasonably maintained in a timely manner in each school for the use of teachers in carrying out their professional tasks. The district shall continue to implement secure, advanced technology for teacher access to enter school and student information.

206.02 Each classroom shall have sufficient chalkboard/whiteboard and bulletin board space to complement the teacher's instruction.

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

by the Association Building Council.

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

206.05 The parties agree that consistent with Board appropriations, building budgets and the district facilities plan(s), all school buildings should be provided with adequate resources and equipment in a safe infrastructure. Complaints about alleged non-compliance with EPA or OSHA regulations are subject only to the administrative complaint procedures at the appropriate local, state, and federal agencies.

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

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

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

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

A. A lunch area for teachers separate from that of pupils;

B. Adequate storage facilities in which teachers may store instructional supplies;

C. A workroom available for use of teachers containing the equipment and supplies necessary for the preparation of instructional materials..

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

206.11 Upon request, any teacher shall be advised in a rea-

sonably prompt manner of the status of the various school fund accounts.

206.12 It shall be the responsibility of the building principal to see that the Board of Education's adopted expulsion, suspension, and removal regulations are prominently posted in each respective building. This section is not subject to the grievance procedure.

206.13 Elementary classroom teachers required to permanently change classrooms on or after the workday prior to the first student attendance day during a school year, shall be provided one (1) school day without pupils to accomplish such move.

206.14 New and renovated elementary buildings will be designed with rooms for art and music classes. The Board shall make reasonable efforts to designate specific rooms for both art and music in elementary buildings for the particular school year and physical facility.

Article 207
Guidelines for Classroom Visitations and Teacher Conferences

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

A. All visitors must check in at the office upon entering the school.

B. The visitor shall be escorted to the classroom unless the teacher is expecting the visitor and directions to the visitor will be sufficient. In the latter case the teacher should be advised by the office so the teacher will know the office is aware of the visitor's presence.

C. Where practical, visitations should be by prior arrangement with the teacher. Visitors should inform the teacher of the general purpose of the classroom visitation or conference in advance.

D. Teachers shall have the right to reschedule a visitor when prior arrangements have not been made.E. Where practical, the visitor and teacher should arrange a conference to discuss a classroom visitation.

F. No electronic devices will be used to make any record of the visit or conference except by agreement of the teacher.

G. Every effort will be made to minimize the amount of disruption caused by such visits. In the event a prob-

lem develops in a given school with regard to application of the guidelines provided in this article, an effort shall first be made by the teachers involved to resolve the problem directly with the principal before the filing of a grievance.

H. The parties agree and acknowledge being responsive to parental requests for information or a conference is a high priority. If a parent is present at a building and is not being disruptive, the teacher shall make every effort to attend and participate in a conference with the parent if the principal or designee so arranges. If reasonably possible, the conference shall occur outside the student instructional day.

Article 208
Classroom Atmosphere

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

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

208.03 The principal, in consultation with his/her Association Building Council, will establish procedures for the administration of all forms of discipline within the school. Such will include procedures related to suspension and recommendation for expulsion. Written building discipline plans shall be in place at the beginning of the school year. Failure of a principal to establish a building discipline plan by the first day of student attendance is grievable at Step 2 of the grievance procedure. In the event the principal is newly appointed, transferred or assigned, such failure must first be brought to his/her attention in writing at least ten (10) calendar days before the grievance is filed in order for the principal to develop or finalize a building plan. Nothing in this paragraph shall be interpreted as a restriction on the right of the Board or Superintendent to establish future

policy or guidelines related to disciplinary procedures, provided such right is exercised without specific violation of this Agreement or law.

208.04 The removal of a student from a curricular or extracurricular activity by a teacher shall be processed according to the provisions set forth in Section 3313.66 of the Ohio Revised Code. A teacher removing a student according to this provision shall communicate such action on a mutually developed form.

208.05 Teachers shall be given released time as required for appearances at administrative hearings and court proceedings arising out of their professional activities, upon as much advance notice as possible to the supervisor or principal.

208.06 When a pupil is initially assigned to a class as a result of a central office decision to change the building assignment of a pupil for disciplinary reasons, teachers who will be regularly assigned to instruct such pupil shall be so advised.

208.07 If a student inflicts bodily injury on a teacher, the student, after required due process, will be expelled and may, if proper circumstances exist, be permanently excluded from school under Section 3313.662 of the Ohio Revised Code, except as provided in federal and state special education laws. However, expulsion is not required in cases of incidental or accidental physical contact. "Bodily injury" for the purposes of this section means physical injury requiring treatment by a medical doctor for a broken bone or sprain, laceration with stitches, or other serious bodily injury. The teacher must promptly report his/her injuries in writing to the Office of Human Resources, if possible, and upon request release his/her medical records of the injury(ies) to that office. Nothing in this Article alters the rights of the administration, Board of Education, parents or guardians under federal or state law.

208.08 If a teacher initiates student discipline which results in a legally required hearing, the teacher shall be sent a copy of all written notices sent to the student's parent or guardian with respect to the hearing and appeal process.

208.09 Generally, students will not be transferred to a different building more than once in a school year for disciplinary reasons. Exceptions are unusual circumstances, such as threat of personal injury or damage to a person; or physical injury to a person, as a result of an assault or battery; or where the best interests of the pupil and schools compel a transfer in unusual circumstances. Completion of an assignment to the I-PASS Center is not considered a transfer to a different building.

208.10 Each principal shall keep a copy of the 190-Corrective Measures Forms that he/she deems to involve Level 3 behaviors separate from other 190 forms. Upon request, such copies shall be made available in a timely manner for the senior faculty representative for review.

208.11 The parties have studied and agree to recommend implementation of an alternative educational program for chronically disruptive students. This program will be refined and finalized by further joint review, including consideration of alternatives including but not limited to possible creation of a community school, and be implemented no later than the beginning of 2006-07 school year, or earlier when feasible.

Article 209
Co-Curricular Activities and Extra Duties

209.01 Assignment of teachers to sponsorship of school organizations where such sponsorship extends beyond the teachers' regular school day and assignment of teachers to the extra duties specified in Section 905.01 of this Agreement will be with the consent of the teacher.

209.02 In the event volunteers cannot be secured for the necessary supervision of school events which take place outside the teachers' regular work day, teachers may be assigned to supervise at such activities by the school principal, provided such teachers shall be notified of the assignment two (2) weeks in advance where possible. These assignments will be rotated equally among the entire teaching staff of the school so that no teacher will be required to supervise more than five (5) such activities per school year. Such required supervisory assignments shall not extend more than three (3) hours in length or the length of a normal school-related evening activity.

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

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

A. Elementary teachers who are assigned students from the absent teacher's class shall be compensated at the rate of six times three-quarters of the supplemental hourly rate [6 x (3/4) x supplemental hourly rate] per day divided equally among the teachers receiving the students.

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

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

In cases of a sudden illness or an emergency which requires a teacher to leave after the work day has started and said teacher is charged sick leave as defined in Article 701 of this Agreement, teachers receiving the students shall be compensated as in A or B above, except that the six (6) in the formula in A above will be reduced to the number of hours such students were divided during the day.

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

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

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

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

209.09 During the term of this Agreement a minimum of one half-time instructional assistant shall be provided for each school for the purpose of reducing the amount of duties teachers are required to perform in the supervision of study halls, school yards, lunchrooms, and school halls.

209.10 Teachers shall not be required to perform the duties of school treasurer.

209.11 No elementary teacher shall be required to conduct more than two (2) textbook and two (2) equipment

inventories annually.

209.12 Members of the bargaining unit who are required by their assignment to travel on their lunch period shall not be asked to assume extra duties during their lunch period.

Article 210
Teacher-Parent Conferences and Reports to Parents

210.01 Each elementary classroom teacher and middle school "self-contained" classroom teacher (self-contained is not intended to suggest a middle school with full-day self-contained classrooms) shall attempt to conduct a minimum of two (2) personal conferences per school year with each of his/her pupil's parents. Elementary and middle schools shall utilize the two (2) designated school calendar days in connection with such conferences. Other middle school teachers (those teachers who do not have "self-contained" classrooms) may hold small group parent conferences in lieu of individual conferences; however, an attempt shall be made by such teachers to have personal conferences where a need exists.

210.02 If a high school pupil or a middle school pupil in an academic course has been given a failing grade in a teacher's subject area during any grading period and/or the pupil has been designated as a disciplinary problem by a teacher, the teacher involved shall make a concerted effort to conduct at least one (1) personal conference with the pupil's parents during the current grading period or the following interim reporting period. In addition, all middle and high school teachers are encouraged to conduct further personal conferences during the school year, as possible, with the parents of the other pupils in their teaching area. Such conferences with parents shall be conducted during the school day, at school, or in the home, and shall be reported to the principal on a form mutually approved by the Board and the Association.

210.03 The grade reporting system shall be based on four (4) grading periods per school year, with each grading period covering approximately nine (9) weeks. Reports to parents under the nine-week grade report system shall also include certain interim progress reports (outlined below) to be issued approximately in the middle of the grading periods. During the first two grading periods, elementary teachers shall complete such interim progress reports for each student. During the first grading period of each course, middle and high school teachers shall complete such interim progress reports for each student. Thereafter, interim progress reports shall be required for elementary students and for middle and high school stu-

dents for one or more of the following reasons:
A. Unsatisfactory academic performance
B. Discipline problems
C. Irregular attendance
Elementary and middle school teachers may utilize conferences occurring on the parent conference day provided in Section 210.01 in place of required interim reports during such grading periods.

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

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

Article 211
Assignments and Transfers

211.01 ***Posting and Filling Vacancies***

A. All known teacher vacancies for the following school year shall be posted by the first teacher workday in April. Vacancies to be identified shall be those vacancies after reorganization of the existing staff based on the anticipated needs of the following year. Such postings shall describe the vacant position, including special factors. Examples of such factors are: special knowledge, skills or training, and extra duties. The posting shall include the deadline and directions for making application. They shall be posted in each school during the school year, and in each high school summer school center during the summer recess. Supplemental postings shall be made as needed.

B. Teachers desiring to be considered for such vacancies shall apply by timely submitting a cover letter, copy of current certification for the position, and resume. Such application(s) shall be made to the appropriate administrator describing relevant information about their qualifications for the known vacancy for which they wish to interview. Applicants who are not yet certified in Ohio shall provide written information about their intended certification.

C. Teachers whose applications are to be submitted to the Human Resources Department, will be notified by the Human Resources Department, of the receipt of their

applications.

D. Vacancies will be filled utilizing the interview/selection process. The interview/selection panel in a building will consist of the principal, the senior faculty representative and one elected member of the Association Building Council, and two parents/members of the school community, or an alternative panel as agreed at the building between the principal and Association. The administrator shall determine which applicant is selected for the position. If his or her selection does not follow the panel's recommendations, the administrator shall send written notice of the selection to members of the interview panel and to the Association President. The interview/selection panel can utilize subcommittees or delegate any of its responsibilities.

1. Only persons who have completed the joint program training on Article 211 and interviewing may participate on an interview/selection panel. Such training shall remain valid until the parties jointly make significant changes in the Article 211 process.
2. A majority of the interview/selection panel of a building must participate in the interview/selection process. Members of the panel must make themselves reasonably available to participate in the process.
3. The two most senior applicants qualified by certification/licensure for the posted position shall be interviewed. The panel may rely on the seniority dates specified on the applications from applicants.

E. In the case of assignments to multiple buildings and/or city-wide programs, a similarly constituted interview/selection panel shall be created. A position involving multiple building assignments shall not be treated as a vacancy because of a change in building assignment(s) unless over one-half of the total assignment is changed.

F. An applicant who accepts an offer to fill a vacancy must complete and sign a selection agreement form.

G. An applicant who accepts an offer to fill a vacancy is committed to the building or program assignment for three (3) years unless released.

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

I. Complaint Review Procedure

1. If a teacher, CEA or the administration has a com-

plaint about how the procedures of Sections 211.01 are carried out, the person or entity must file a written complaint within ten (10) calendar days of the occurrence. The complaint must be served promptly on the administration (Labor Relations) and on CEA, and must set forth a specific description of the complaint and the facts surrounding the process to which the complaint is addressed. Complaints must relate directly to an alleged violation of the process contained in Section 211.01, not to the merits of the staff member selected. The complaining person shall have the burden of proving a violation(s).

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

211.02 ***Involuntary Transfers***

Transfers will be on a voluntary basis, whenever possible. However, correct and proper operation of the school district will necessarily require that involuntary transfers be made. In making involuntary transfers, the convenience and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school district and the pupils. If the teacher so elects, involuntary transfers will only be made after a conference between the teacher, principal, and administrator of Human Resources, or his/her designated representative from the Human Resources Department, concerning the basis for this transfer. The teacher involved

may be accompanied by an Association representative of his/her choice at such conference. After the date the above conference has been made available by the Personnel Office, teachers shall be given a minimum of two (2) school days' notice before receiving students in their new assignment if the transfer is to be carried out. Teachers transferred involuntarily during the school year, after students have initially reported, shall be provided two (2) school days without pupils to work in the school they are leaving and to work in their newly-assigned school in preparation for their new teaching duties. At least one of the two such days shall be in the newly-assigned school.

211.03 ***Staff Reductions***

A. Staff reduction transfers which occur because of declining enrollment or because of other personnel reductions at a given school or in a given program shall be based on seniority as provided herein. Seniority shall be measured from the first day of paid status resulting from the most recent employment by the Board as a member of the Association bargaining unit. In case of a tie, the date of Board action to employ shall determine seniority. Except as provided elsewhere, the staff member(s) to be transferred shall be the least senior teacher(s) within the given elementary school's grade level category to be reduced or within the given middle or high school's teaching area to be reduced.

B. Grade level categories in an elementary school shall be kindergarten and grades 1 through 5. Identification of staff reduction teachers shall be based upon grade level assignment prior to reorganization for the following school year.

C. The staffing level in each teaching area shall be based upon organizational needs in the given school for the following school year. Identification of staff reduction teachers in middle and high schools shall be based upon the teaching area assignment prior to reorganization for the following school year. Seniority shall be the basic criterion for identification of staff reduction teachers within each teaching area. However, the parties recognize that important organizational and staffing needs in a given middle or high school and the complexities created by and the need to utilize multiply-certificated teachers will not constructively permit a rigid adherence to the basic seniority concept. In the event seniority is not followed in the identification of the staff reduction teacher in a given middle or high school, the teacher

being transferred shall, upon request, receive written explanation of the major specific considerations leading to such a decision.

D. In all cases where a staff reduction will occur, a more senior teacher in the grade level category or the teaching area may elect to volunteer for the staff reduction status.

E. A teacher shall not be designated for staff reduction transfer if such teacher's transfer would result in a racial balance less than the minimum racial balance practiced in the school system during recent years.

F. The parties agree that the assignment of staff in middle and high schools in a manner which provides a range of staff skills and interests needed for the various extra-duty assignments is an important responsibility of the Administration. In the event, in a given middle or high school, no teacher on the staff is interested in and qualified to perform the duties and functions of a given extra-duty assignment, then a teacher on the staff may be transferred on a staff reduction basis. Seniority shall be the basic criterion for identification of the staff reduction teacher. In the event seniority is not rigidly followed in the identification of the staff reduction teacher, the teacher being transferred shall, upon request, receive written explanation of the major specific considerations leading to such a decision.

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

Elementary Field Librarians
Elementary School Counselors
School Social Workers
Professional Specialists
Special Education Teachers (per same program listing as Special Education Coordinators)
Special Education Consultants
Work Study Coordinators

School Nurses
Staff Development/Human Relations
Psychologists
Occupational Therapists
Physical Therapists
Student Safety Specialists

211.04 ***Job Fair***

Any positions remaining vacant after August 15 will be staffed with unassigned personnel. One or more job fairs may be held before the start of the school year. Persons may bid for vacancies on the basis of certification and seniority. The Human Resources Department shall make the final assignment decisions. Vacancies filled through job fair(s) and assignment shall be considered filled for two school years. At the end of the second school year those teachers shall be considered staff reduced.

211.05 ***Miscellaneous***

A. Vacancies that occur on or after the first day of student attendance during the first semester of the school year shall be filled with contract teachers. Vacancies that occur during the second semester may be filled with substitute teachers.

B. Teachers may express their preferences related to their teaching assignment for the following school year at their assigned building by submitting such preferences in writing to the building principal prior to March 1.

C. Teachers under contract during a school year will be notified in writing of their teaching assignment for the following school year not later than the close of the current school year. Such notification shall include the teacher's proposed salary, school assignment and subject assignment. Any change in such assignment required by the needs of the school district will be made known to the teacher, in writing, as soon as possible.

D. Teachers shall not be involuntarily assigned outside the scope of their teaching certificates or their major or minor field of certification, except in an emergency situation. Such emergency assignment shall not continue beyond the remainder of the contract year.

E. Involuntary transfers resulting from the evaluation process will be made in compliance with Section 211.02 above.

F. Any position filled by a procedure other than the interview/selection process shall be posted as a vacancy on the first teacher workday the following April.

G. A six-member joint Association/Board committee shall be appointed to oversee implementation of Article 211. The joint committee may consider delaying the interview/selection process for teachers in multiple buildings

or in city-wide positions, in whole or in part, until 1999.

211.06 ***Inter-School Travel***

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

Article 212
Residence

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

Article 213
Job Sharing

213.01 Teachers may be granted job sharing opportunities annually subject to approval of the building principal, Superintendent/designee and the Board. The costs for job sharing a (1) position shall not exceed the cost of 1.0 FTE position.

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

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

Chapter 300

Article 301
Class Size

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

Administrative Policy on Class Size
Effective August 1, 1997

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

1. All school and grade level regular elementary classes (kindergarten and grades 1-5) will be organized in each school building on the basis of approximately 25 pupils per classroom teacher. Variations will be necessary because of different grade level enrollment totals. Classes which exceed 30 pupils on October 1 will be reduced so that no class will exceed 30 pupils except that if the teacher(s) involved so elect and the principal so elects, a given class(es) may exceed 30 pupils as an alternative to reorganization of the classes within the given school (29 pupils rather than 30 pupils beginning in 1998-1999 for grades K-3). For class size purposes, mainstreamed special education students shall be counted the same as the percent of the pupil day they spend in a regular classroom.
2. All middle school academic classes will be organized in each school building on the basis of approximately 30 pupils per classroom teacher. Variations will be necessary because of different grade level enrollment totals. Classes which exceed 35 pupils on October 1 and class loads which exceed an average of 30 pupils per academic period for an individual teacher on October 1 will be reduced so that no class will exceed such maximums, except that if the teacher(s) involved so elect and the principal so elects, a given class or a given teacher's class load may exceed such maximums as an alternative to reorganization of the classes within the given school. For class size purposes in self-contained classes, mainstreamed special education students shall be counted the same as the percent of the pupil day they spend in a regular classroom.
3. All high school academic classes will be organized in each school building so as to have an average class size in each departmental area of approximately 28 pupils per class. Classes which exceed 36 pupils on October 1 will be reduced so that no class will exceed 36 pupils, except that if the teacher(s) involved so elect

and the principal so elects, a given class(es) may exceed 36 pupils as an alternative to reorganization of the classes within the given school.

4. All middle and high school nonacademic classes will be organized in each school building so as to have a class size not in excess of the number of pupil stations in each subject area.
5. Except in certain activity type classes such as keyboarding, physical education, and music, no high school teacher is to instruct more than 180 pupils per day exclusive of study halls. The reorganization necessary to comply with this standard will be completed by October 1.
6. When a class exceeds the above limits after October 1, the Administration will investigate the specific circumstances and determine the most constructive course of action to reduce, where feasible, the number of pupils to the October 1 class size limits. The investigation will include consideration of enrollment and organizational factors at the building level and will provide for input from the principal and the teacher(s). In cases where a reduction to the October 1 class size limit does not occur, a written explanation will be provided the teacher upon request.
7. The Administration shall notify the Association at least sixty (60) days prior to any change in this administrative policy, except that such notification shall not occur prior to April 15 of the year in which the Agreement expires. If such notification is made while negotiations for a successor agreement is in progress, the Association may introduce a class size proposal for negotiations even though a negotiations agenda may have been set, unless the issue "class size" is already on said agenda.

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

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

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

301.05 This article is subject to possible modification as

a result of the following:

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

Article 302
Teacher Class Load

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

302.02 Elementary Planning-Preparation Time

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

B. The District shall continue to provide elementary teacher preparation time (averaging 45 minutes/day) consistent with 302.02A. During the 2000-2001 school year, the Superintendent/designee shall designate some elementary schools to pilot forty-five (45) minute staff-collaboration periods per week. Staff collaboration periods may be by grade levels (primary/intermediate) or grades. The Superintendent/designee shall solicit input from the ABC at each school, recommended to be included in the pilot. The building principal and the ABC shall jointly author the final Elementary School Collaboration Time Report, including a school recommendation from each school. A copy of the final Elementary School Collaboration Time Report shall be distributed to the Superintendent/designee, the CEA President/designee and the Director of Labor Relations on or before June 1, 2001.

302.03 Full-time teachers in regular elementary schools teaching kindergarten through fifth grade shall be

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

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

302.05 Each elementary staff shall conduct a written ballot to determine whether there shall be one (1) or two (2) fifteen (15) minute recesses per day. The results of such ballot shall be posted on the school's bulletin board. In the event of a tie, the issue shall be decided by the principal. That status quo shall remain in effect in future school years unless the ABC or the principal calls for reconsideration. Reconsideration can only be called for once per school year. However, a change in that status quo can only be implemented after the first two work days of the regular school year with the principal's concurrence.

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

302.07 Kindergarten through seventh grade classroom teachers who determine that a student may be retained, shall develop and submit a *Diagnostic Performance Summary* plan to the principal prior to June 1. This *Diagnostic Performance Summary* form and procedures will be mutually developed. The parties shall use the draft form discussed during bargaining on May 25, 2000, as a guide for content. The form to be used shall be in a computerized format (if possible). At the elementary level, the form shall replace the fourth interim

report for failing students, technology permitting.

Article 303
Ability Grouping

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

Article 304
Study Halls

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

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

Article 305
Special Education

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

305.02 Teachers at Alum Crest, Clearbrook, and Beatty

Park schools will continue to be assigned the services of school instructional assistants at present assignment levels through the term of this Agreement.

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

305.04 Elementary, middle, and high school special education teachers will be given one (1) release day each school year to facilitate the completion of the IEPs in a timely manner. The released day is a regular work day and will be scheduled by the Administration with prior notification of the date to the special education teachers. In addition, special education teachers shall be paid four (4) hours annually at the supplemental hourly rate for attendance at IEP meetings or to complete IEP paperwork outside regular work hours. This amount will be paid on the 21st pay date after the office of special education has verified that the teacher has completed and turned in IEPs for all of the teacher's students. In the event annual IEPs are no longer required, such supplemental compensation shall not be paid.

Article 306
Foreign Language

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

Article 307
Elementary Art, Vocal Music and Physical Education Programs

307.01 Regular classroom teachers will not normally be required to be physically present when classes are being instructed by an elementary art, vocal music or physical education teacher.

307.02 Elementary art, music and physical education teachers will provide regular classroom teachers with grades for pupils in their respective classes.

307.03 The Board will provide a sufficient number of elementary art, vocal music, and physical education teachers to staff the following schedule in regular elementary schools:

A. Art once a week for thirty (30) minutes for one (1) semester in kindergarten; once a week for sixty (60) minutes for one (1) semester in grades one (1), two (2), and five (5), and once a week for sixty (60) minutes for the full year in grades three (3) and four (4).

B. Vocal music once a week for forty (40) minutes in grades one (1) through five (5) for all year and once a week for thirty (30) minutes for all year in kindergarten.

C. Physical education once a week for thirty (30) minutes for all year for kindergarten through grade three (3) and once a week for forty (40) minutes for all year in grades four (4) and five (5). ❑

Notes

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Chapter 400

Article 401
Teacher Evaluation

401.01

A. The following number of evaluations shall be conducted by the building administrators based upon continuous experience in the Columbus Public Schools*:

1st and 2nd years . . . .2 evaluations
3rd year . . . . . .1 or 2 evaluations at
. . . . . .administrator's option
4th and 5th years . . . .1 evaluation
Subsequent years . . . .1 evaluation every second
. . . . . .year, commencing with the
. . . . . .seventh year

*"Continuous experience" shall not include the consideration of a school year during which there was a leave of absence in excess of sixty-one (61) days.

B. The second regular evaluation required in this section shall not be required as long as PAR is in operation.

401.02 The following directives outlined in paragraphs A, B, and C below shall serve as guidelines to the joint committee on evaluation as described in paragraph D below:

A. Evaluations provided for in Section 401.01 of this article shall be for the major purpose of assisting the teacher toward improved instruction. "Goals for Improvement," "Professional Growth Activities," and "General Statements" sections must be completed by the professional and the evaluator if one or more of the ratings of unsuccessful are recorded.

B. If the evaluator recommends performance improvements(s) for a teacher or professional development consistent with the school's All School Improvement Plan (ASIP), the teacher must utilize professional development at the teacher's next opportunity or otherwise within a specified time period.

C. If a teacher is identified by the district as needing to make progress towards becoming a Highly Qualified Teacher (HQT), the teacher must, as a priority, utilize and complete professional development towards attainment of HQT status.

D. Any recommendations of the Joint Committee on Evaluation created in the 2003-04 CEA contract shall be consistent with this section (401.02) and shall be implemented for the 2006-07 school year, or such earlier time that is feasible. Such recommendations shall become effective upon execution of a written Memorandum of Agreement by the Superintendent

and President of the Association.

401.03 ***Special Evaluation***

A. When the Board or any of its administrative agents deem that a teacher's performance may be seriously unsatisfactory and it is their intention to recommend involuntary transfer, non-renewal of contract, or termination of contract or investigate further with the possibility of making any of the aforementioned recommendations, the building administrator shall notify such teacher of his/her intent in writing on a form mutually agreeable to the Board and the Association. Such notification shall set forth the specific areas of alleged unsatisfactory performance. Following such notification the administrator shall evaluate the teacher's performance, observing all stipulations of this article except Section **401.01**. The administrator will observe the teacher at least twice. Each observation will be for at least thirty (30) minutes. A conference shall be held between the administrator and the teacher to discuss the teacher's performance prior to any final action by the administrator. The teacher may be accompanied or represented by an Association representative at such conference and shall have three (3) days prior notification of the conference. In such conference the principal may be accompanied by a Board representative if the teacher is accompanied in such conference. Final administrative action in regard to the alleged unsatisfactory performance shall not conflict with any provision of this Agreement.

B. Unusual Condition --Written evaluations provided in Section 401.01 above, except the second evaluation for first and second year teachers, shall be performed before any special evaluation as required by this Agreement, except when conditions threaten the physical or emotional well-being of pupils or when conditions result in a significant disruption of, or threat to, the educational program or the well-being of the school. When such an unusual condition exists: (1) the classroom observations provided in Sections 401.03-A and 401.04 shall not be required if such observations would not substantively contribute to an evaluation of such unusual condition; (2) the Notice of Special Evaluation issued as a part of the special evaluation process shall be accompanied by a written statement identifying the unusual condition, and if applicable, indicating the reason(s) classroom observations would not substantively contribute to an evaluation of such Condition.

401.04 Classroom observations of the work performance of a teacher for the purpose of a formal written evaluation shall be conducted openly with the observer visible to the teacher. A minimum of one (1) and a maximum of three (3) such observations shall be accomplished through prior arrangement with the teacher. In addition, a maximum of three (3) such observations may be accomplished at the convenience of the building administrator provided the number of such observations does not exceed the number of observations accomplished through prior arrangement. At least one (1) such classroom observation shall be for a minimum of fifteen (15) minutes in duration.

401.05 A pre-evaluation conference may be requested by either the teacher or evaluator and shall occur if requested by either party. If held, the primary purpose of the conference shall be to discuss procedural matters related to the evaluation process and questions related to that process. The conference may provide the teacher and the evaluator an opportunity to discuss their philosophies as educators, and to give the teacher and the evaluator an opportunity to discuss their short- and long-term goals. No written requirements may be attached to this conference but either party may summarize the conference in writing and may provide a copy of such summary to the other party. Failure to request a pre-evaluation conference does not constitute a procedural violation of the evaluation process.

401.06 A teacher shall be given a copy of any written evaluation or report on an observation. No evaluation or report on an observation will be placed in the teacher's permanent file or otherwise acted upon without a prior conference with the teacher.

401.07 All evaluations or reports on an observation must be dated and signed by the teacher. Such signature shall not necessarily indicate agreement with the evaluation.

401.08 Teachers shall be permitted to affix comments to any evaluation or report on an observation prior to placement of the evaluation or report in the teacher's permanent file.

401.09 The factors to be used in evaluations conducted by the building administrators shall be jointly developed by the Association and the Board.

401.10 The factors, forms, and procedures used in all evaluations of teachers shall be mutually developed and agreed to by the Board and the Association. The parties recognize that standardized test scores, by themselves, are not a sound basis for evaluating a teacher's performance.

401.11 A teacher shall not be represented or accompanied

by a representative of any other employee organization at any conference required in Section 401.03-A of this article.

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

401.13 No member of the bargaining unit shall be denied a positive recommendation by the administrator of Human resources, to the State Department of Education for the renewal or upgrading of a teaching certificate as a result of an evaluation rating given on an evaluation conducted within the provisions of Article 401.01.

401.14

A. The evaluation and any related actions involving teachers during the period of assignment to the Peer Assistance and Review Program (PAR Program) shall be in accordance with the procedures established by the PAR Program Panel rather than in accordance with the provisions contained in this Article 401. Such related actions shall include action by the Board based on recommendations by the PAR Program Panel regarding intern teachers and action by the Board based on reports by the PAR Program Panel regarding teachers who have been previously assigned to the PAR Program for intervention.

B. The provisions of this Article 401 shall apply to teachers assigned to the PAR Program only in the event of administrative action which is not in accordance with the PAR Program Panel procedures. Such administrative action shall only be initiated where the basis for such action is primarily related to concerns other than classroom teaching performance.

C. Any teacher may request to be assigned to the PAR Program by submitting a written request to the Association President. If the teacher requesting assignment to the PAR Program has been given a Notice of Special Evaluation and has more than five (5) years of continuous Columbus teaching experience, such teacher shall be accepted into the intervention phase of the PAR Program. The final determination of whether to admit a teacher with five (5) or less years of continuous Columbus teaching experience to the PAR Program will be made by the PAR Panel.

D. Teachers who have all successful ratings on their most recent evaluation form shall not be recommended for PAR Intervention by an administrative-initiated referral unless the following has been provided:

(1) A serious concern(s) has been identified by the principal or evaluating supervisor and a conference has been held with the affected teacher where the serious concern(s) is identified and discussed with said teacher.

(2) The principal or evaluating supervisor has provided suggestions and/or assistance to the affected teacher to correct the serious concern(s).

(3) If the serious concern(s) has not been resolved, a follow-up conference has been held with the affected teacher to so inform said teacher and, if it is the intention of the principal or evaluating supervisor to recommend the teacher for PAR Intervention, to so inform the teacher during this conference.

(4) A teacher shall not be represented or accompanied by a representative of any employee organization in any conferences required in 401.14D above.

401.15 In the event a teacher performs work under the supervision of more than one (1) supervisor, one (1) supervisor shall be designated as the evaluating supervisor.

401.16 Teachers eligible for continuing service status shall be those teachers qualified as to certification, who within the last five years have taught for at least three years in the District, and those teachers who, having attained continuing contract status elsewhere, have served two years in the District, but the Board upon the recommendation of the Superintendent, may at the time of employment or at any time within such two-year period, declare any of the latter teachers eligible.

Continuing contracts shall be granted only to a teacher

with the following certification or licensure status:

1) Any teacher holding a professional, permanent, or life teachers certificate;
2) Any teacher holding a professional educator license who has completed the applicable one of the following:

a) If the teacher did not hold a master's degree at the time of initially receiving a teachers certificate under former law or an educator license, thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state board of education shall adopt;
b) If the teacher held a master's degree at the time of initially receiving a teacher's certificate under former law or an educator license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state board of education shall adopt.

Upon the recommendation of the Superintendent that a teacher eligible for continuing service status be reemployed, a continuing contract shall be entered into between the Board and such teacher unless the Board by a three-fourths (3/4) vote of its full membership rejects the recommendation of the Superintendent. The Superintendent may recommend reemployment of such teacher, if continuing service status has not previously been attained elsewhere, under a limited contract for not to exceed two years, provided that written notice of the intention to make such recommendation has been given to the teacher with reasons directed at the professional improvement of the teacher on or before April 30, and provided that written notice from the Board of its action on the Superintendent's recommendation has been given to the teacher on or before April 30, but upon subsequent reemployment only a continuing contract may be entered into. If the Board does not give such teacher written notice of its action on the Superintendent's recommendation of a limited contract for not to exceed two years before April 30, such teacher is deemed reemployed under a continuing contract at the same salary plus any increment provided by the salary schedule. Such teacher is presumed to have accepted employment under such continuing contract unless the teacher notifies the Board in writing to the contrary on or before June 1, and a continuing contract shall be executed accordingly.

A teacher eligible for continuing contract status employed under an additional limited contract for not to exceed two years pursuant to written notice from the Superintendent of the Superintendent's intention to make

such recommendation is, at the expiration of such limited contract, deemed reemployed under a continuing contract at the same salary plus any increment granted by the salary schedule, unless the Board, acting on the Superintendent's recommendation as to whether or not the teacher should be reemployed, gives such teacher written notice of its intention not to reemploy the teacher on or before April 30. Such teacher is presumed to have accepted employment under such continuing contract unless the teacher notifies the Board in writing to the contrary on or before June 1, and a continuing contract shall be executed accordingly.

A limited contract may be entered into by the Board with each teacher who has not been in the employ of the Board for at least three years and shall be entered into, regardless of length of previous employment, with each teacher employed by the Board who holds a provisional or temporary certificate

Any teacher employed under a limited contract, and not eligible to be considered for a continuing contract is, at the expiration of such limited contract, deemed reemployed under the provisions of this section at the same salary plus any increment provided by the salary schedule unless the Board, acting on the Superintendent's recommendation as to whether or not the teacher should be reemployed, gives such teacher written notice of its intention not to reemploy the teacher on or before April 30. Such teacher is presumed to have accepted such employment unless the teacher notifies the Board in writing to the contrary on or before June 1, and a written contract for the succeeding school year shall be executed accordingly. The failure of the parties to execute a written contract shall not void the automatic reemployment of such teacher.

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

401.17 ***Supercession/Applicability of 117th Ohio General Assembly Am. Sub. H.B. No. 330***

A. Subject to Section 401.17(B) of this article, because of the terms of this and other articles of this Agreement, all provisions of 117th Ohio General Assembly Am Sub. H.B. No. 330, and any subsequent law amending those provisions, shall be superseded by this Agreement and inapplicable to members of the bargaining unit.

B. Notwithstanding Section 401.17(A), and subject to Section 401.17(C), of this article, from the time that any cancellation of the PAR Program by the Board becomes effective (1) Am. Sub. H.B. No. 330 and any subsequent law amending the provisions of same shall be fully applicable to the Board except as manifestly inconsistent with this Agreement, and (2) Sections 401.01, 401.02, 401.03, 401.04, 401.05, 401.06, 401.12, 401.14, and 401.16 of this article and Sections 404.04 and 404.05 of Article 404 shall be negated and inoperative.

C. In the event that Section 401.17(B) of this article becomes operative, then, notwithstanding Sections 3319.11(B)(3), 3319.11(C), 3319.11(D), 3319.11(E), 3319.11(G), and 3319.111 of the Ohio Revised Code as enacted by Am. Sub. H.B. No. 330, or any subsequent amendment thereto, the limited or extended limited contract of a teacher may be nonrenewed by the Board without evaluations, hearing, or written Board decision or order thereafter if the written statement describing the circumstances that led to the intention of the Board not to reemploy the teacher provided to the teacher pursuant to Ohio Revised Code Section 3319.11(G)(2) or otherwise recites as a basis for non-renewal (1) a reason for a reduction in personnel or the non-renewal of a limited contract set forth in Article 704 of this Agreement, (2) that the teacher's current contract entails service being provided under a temporary certificate without the teacher's possessing a regular certificate in another teaching area under which the teacher has previously provided service in the Columbus Public Schools, or (3) that the teacher has been advised prior to employment that such non-renewal may occur due to the special nature of the specific assignment for which such teacher was employed.

Article 402
Teacher Contract Forms

402.01 ***Regular Teacher Contracts***

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

402.02 ***Supplemental Contracts***

A. Teachers who have supplemental contracts to perform extra duty assignments provided in Article 906, shall be notified by April 30 if such contract is not to be renewed for the following school year. All other supplemental contracts shall automatically be non-renewed following the performance of the service

authorized by the Board, and no action or notification by the Board shall be required in connection with such non-renewal.

B. The regular distribution of supplemental contracts shall be on or before June 15 of each year.

C. Supplemental contracts shall contain language which clearly establishes the right of the Board to declare such contracts null and void in the event the school where the service was to be provided is closed. In the event a school is closed, all such contracts for service at the closed school shall be declared null and void, but the Step will not change if the teacher is reemployed in the same supplemental position but at a different school within the District within two years.

D. Supplemental contracts shall not be awarded until there is sufficient evidence available to the administration of adequate participation. This provision specifically applies to situations where the supplemental contract was not issued the previous year or where participation the previous year was not adequate.

E. (1) Teachers who have completed three (3) or more consecutive years of service in a school in the extra-duty position of senior head coach, football, basketball, baseball, track, volleyball, softball, or wrestling shall be eligible for a three (3) year supplemental contract upon the expiration of their contract. Such three (3) year supplemental contracts shall be offered to such eligible teachers by June 15. No teacher shall be eligible for such three (3) year supplemental contract for more than one (1) such coaching position.

(2) Teachers who are eligible for such three (3) year supplemental contracts shall be offered written reasons for a decision leading to a recommendation not to initially issue or not to renew such a supplemental contract. Any failure to observe this provision in regard to the offering of written statements relative to the non-issuance or non-renewal of such a three (3) year supplemental contract shall be subject to the grievance procedure set forth in this Agreement.

F. The parties agree to maintain the past practices regarding the discontinuation of supplemental contracts and prorating of pay when there are insufficient participants for the activity to either begin or continue. This practice has been the most common with freshman and reserve coaching positions and least common with head coaching positions.

402.03 All teacher contracts, provided in Sections 402.01 and 402.02 of this article, shall have language mutually

agreed to by the Association and the Board.

Article 403
Professional Personnel Records

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

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

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

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

Article 404
Professional Behavior

404.01 A teacher shall be entitled, upon his/her request, to have present an Association faculty representative or other representative of the Association when the teacher is being given a formal reprimand or warning, is being disciplined for any alleged infraction of rules, delinquency, or unprofessional performance, or is being given a

recommendation that such teacher resign or take a leave of absence without pay. The request for the presence of a representative of the Association shall not delay such proceedings for more than five (5) school days. A teacher also shall be entitled, upon his/her request, to have present an association faculty representative or other representative of the association when board personnel in authority seek information which that teacher reasonably could believe may lead to his/her discipline. The request for the presence of a representative of the association shall not delay such inquiry by the building administrator(s) for more than one (1) school day, or by central office or external district authority for more than two (2) school days.

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

404.03 The termination of the contract of a teacher shall not be subject to the grievance procedure set forth in this Agreement. Teachers whose contracts are terminated shall have recourse to their rights under Section 3319.16 of the Ohio Revised Code of Ohio or any successor section.

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

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

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

teacher believes that such criticism has again occurred, the teacher may request a conference with the administrator and a representative of the Superintendent. In either conference, the teacher may be accompanied and represented by a representative of the Association, and the administrator may be accompanied by a Board representative if the teacher elects representation.

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

Notes

Chapter 500

Article 501
Annual Evaluation

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

Article 502
Libraries

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

502.02 Standards for Instructional Materials Centers shall be established by the joint committee on libraries, and recommended to the Board of Education.

Article 503
Alternative Schools

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

Article 504
Teaching Aids

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

members except that the Administration shall have the right to designate one (1) member of each textbook committee.

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

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

Article 505
Integrated Textbooks

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

Article 506
Committee Procedures

506.01 Committees formed or continued as a result of this Agreement shall function in a democratic fashion, with chairpersons elected by the committee members.

506.02 There shall be no ex-officio members. The times, places, agenda and all other procedural or substantive decisions or recommendations of these committees shall be made by vote of the members.

506.03 Such committees may call upon the Association or the Board for consultants as needed, but the composition of the committees may not be changed without mutual consent of the Association and the Board.

506.04 The term "joint committee" as used in this Agreement shall mean, unless it is otherwise stipulated, a committee composed of equal numbers of Board-appointed and Association-appointed members. Such committees shall adhere to the procedures set forth in Sections 506.01, 506.02, and 506.03.

Article 507
Professional Development

507.01 The parties believe that professional development is an ongoing process that promotes and supports both professional and personal growth for all teachers and is aimed at increasing student progress/growth. The parties agree to examine strategies and mechanisms that will increase training time of teachers other than the workdays set forth in Section 1401.03. Strategies and mechanisms shall include,

but not limited to, courses offered by the District and CEA, customized courses developed in partnership with institutions of higher education, distance learning and video programming. Professional development will focus on building teacher quality to increase student progress/growth.

507.02 The Joint Professional Development Committee will continue to work cooperatively to determine content for district-wide professional development in-service on the four "waiver days" and Capital Day. The joint committee will strive to schedule these days on a Tuesday, Wednesday or Thursday that does not precede or follow a three-day weekend, holiday or vacation with the exception of Capital Day. The joint committee will strive to provide college credit or CEUs for professional development

507.03 The parties agree that these principles in paragraphs 507.01 and 507.02 will guide the Joint Professional Development Committee in the planning and the implementation of professional development. ❑

Fritz Goss
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Certified Senior Advisor
Lincoln Financial Advisors
Steinhaus Financial Group
7650 Rivers Edge Drive
Columbus, Ohio 43235
fgoss@LNC.com

(Located at SR 315 and Hard Road)

CRN# 200510-1003-766

Chapter 600

Article 601
Instructional Assistants

601.01 The employment and use of instructional assistants shall also be in accordance with Section 3319.088 of the Ohio Revised Code, guidelines established by the State Board of Education, and guidelines established by the Board. If it becomes necessary to revise the guidelines established by the Board during the term of this Agreement, such revisions will be made only after consultation with the Association in keeping with Article 108.01 of this Agreement. During the term of this Agreement, the number of instructional assistants employed shall be left to the judgment of the school administration, except as provided elsewhere in this Agreement.

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

601.03 Guidelines and written job descriptions established by the Board or building principal shall not conflict with the content or intent of the instructional assistant statute or guidelines established by the State Board of Education.

601.04 In those schools in which there are sufficient instructional assistants available, the supervision of all study halls, school yards, lunchrooms and school halls shall be performed by instructional assistants under the direction of a teacher. Therefore, to the extent feasible, the use of teachers will be directed toward the fullest possible utilization of their professional training and capabilities, and their non-teaching duties correspondingly minimized.

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

Article 602
Volunteer Workers

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

Article 603
School Counselors

603.01 Counselors shall not be required to construct the master schedule for their assigned school.

603.02 During the term of this Agreement, the Board shall meet and may exceed the counselor staffing requirements mandated by the state.

Article 604
School Nurses

604.01 School nurses shall be covered by all applicable provisions of this Agreement on the same basis as all other members of the bargaining unit.

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

Article 605
School Nurse Orientation and In-Service

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

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

Article 606
School Social Workers

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

Article 607
Kindergarten Teachers

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

Chapter 700

Article 701
Sick Leave

701.01 ***General Rules Pertaining to Sick Leave***

A. Unused sick leave shall be cumulative without limit. For contract teachers, sick leave shall accumulate at a rate of fifteen (15) days per year. All such teachers shall be credited with one and one-half (1.5) days on the second payday of each month. The accruals will occur September through June. The effective date for deducting sick leave credit shall be the final day of each pay-reporting period.

B. Each new full-time teacher shall be credited with five (5) days of sick leave, which may be used in case any such employee is unable to work because of personal illness or illness or death in his/her immediate family, after beginning his/her employment but before he/she has accumulated that amount of sick leave in the manner provided in paragraph A above. If any of said five (5) days of sick leave is used, it shall be deducted from the total sick leave which he/she may accumulate during the first year of service as provided in Section 701.01A above.

C. Sick leave for regular teachers employed on other than a full-time basis shall be credited and deducted at the proportionate rate set forth in their contract of employment.

D. It shall be the responsibility of each teacher to transfer any unused sick leave from a previous employer to the office of the Treasurer of the Columbus Board of Education. When a former teacher in the Columbus School system returns to the employ of the Board, his/her unused accumulated sick leave, if any, shall be automatically reinstated. Such transfer or reinstatement of sick leave will be accepted by the Board provided the teacher's most recent employment takes place within ten (10) years of the date of the last termination from Ohio public service and provided such sick leave was earned in Ohio public service.

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

A. For absence of the teacher due to personal illness, pregnancy, injury or exposure to contagious disease which could be communicated to others. Up to fifteen (15) consecutive school days, or up to thirty (30) consecutive school days if the teacher is required to travel to another country for the adoption, may be taken as sick leave at the time of legal adoption of a child.

B. For absence of the teacher due to illness or injury of someone in the teacher's immediate family. Immediate family is defined as father, mother, broth-

er, sister, son, daughter, wife, husband, grandmother, grandfather, grandson, granddaughter, father-in-law, mother-in-law, legal guardian, or foster or step-parents of said teacher; and all dependents as defined by IRS living in the home or any person living in the home to whom a teacher becomes the primary caregiver. A physician must certify the primary caregiver.

(1) If a teacher is absent not more than three (3) consecutive school days because of the illness of a member of the teacher's immediate family, the teacher need only make the report of absence required by Section 701.06-A of this Agreement in order to be eligible for sick leave with pay for such absence.

(2) If a teacher is absent in excess of three (3) consecutive school days for this reason, the teacher must provide the administrator of Human Resources, with a doctor's certificate setting forth the identity of the patient, the nature of the illness involved and the need for the absence of the teacher in order for the teacher to be eligible for sick leave with pay for such absence.

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

D. ***Assault Leave***

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

(1) The teacher's conduct was within the bounds of general standards of professional behavior.

(2) The building administrator or other appropriate administrator was notified as soon as possible of the occurrence.

(3) The teacher submits to the Human Resources Department the certificate required in case of sick leave absence, accompanied by the physician's statement required in paragraph (4) below.

(4) The teacher provides a physician's statement describ-

ing the nature and duration of the resulting disability and the necessity of absence from regular employment, with the findings of the physician subject to review by the Board physician.

(5) In the event the foregoing conditions are satisfied, none of the first forty (40) days of absence resulting from such occurrence shall be deducted from the teacher's accumulated sick leave or personal leave.

(6) Workers' Compensation cannot be received simultaneously with sick leave benefits.

(7) Any assault leave request that is in dispute will be determined by a joint committee of three administrators and three Association representatives. The three administrators shall not include the administrator who made the initial decision to deny the request, and the three Association representatives shall not include the requesting teacher. The initial decision may be reversed by a two-thirds (2/3) vote of the full committee. The joint committee's decision shall be final and binding.

701.03 ***Use of Sick Leave Notification***

A. When any member of the bargaining unit is to be absent for a full school day, or a longer period, such absence shall be reported to the principal or to the Substitute Employee Management System, if designated by the principal, at least one hour and thirty minutes prior to the teacher's normal required reporting time or as soon as possible thereafter by any teacher who wishes to use sick leave in accordance with the above procedures. The teacher shall not be required to state, during this notification, the cause or type of illness involved. If possible, however, the teacher will estimate the duration of his/her absence.

B. In the event the estimated duration of the absence is expected to be continuous for a period in excess of two weeks (10 school days), or when an absence has been continuous for such a period, the teacher shall advise the administration of the estimated duration of disability by submitting the designated form to Human Resources by the tenth (10th) day of absence and include a physician's statement. The teacher will provide the Office of Human Resources with written notice at least three (3) school days before intending to return to work.

701.04 A teacher who has been absent on a Monday through Thursday shall inform his/her principal or school clerk by 2:00 p.m. on the day before he/she wishes to return. The administrator shall assume that a teacher who is absent on Friday or the day before the

start of a vacation period will return on the next Monday or the first working day after the vacation unless the teacher notifies the principal or his/her designee on Sunday or the last vacation day not later than 7:00 p.m. that he/she will not return to duty on the next day. Whenever it can be determined by the teacher on a Friday or the school day prior to the starting of a vacation that he/she will not be returning to duty on the next scheduled school day, the teacher should let the principal or school clerk know by 2:00 p.m. that he/she will not be returning so that the same substitute teacher can be continued.

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

701.06 Certificates Required in Case of Sick Leave Absence

A. When a teacher is absent, a report for such absence, signed by the teacher, shall be completed by such employee on a form supplied by the Board. Such form shall be filed with the principal or immediate supervisor within three (3) school days following the last day of such absence or three (3) days after the close of a school year, whichever occurs first.

B. If medical attention was required, the teacher shall list the name and address of the attending physician and the dates when the physician was consulted on the form provided in Section 701.06A above.

C. Such report shall be made in a manner which will satisfy the requirements of Section 3319.141 of the Ohio Revised Code. The filing of any willfully false statement by a teacher shall be considered by the Board as grounds for disciplinary action in such form and manner as the Board may deem advisable.

D. Teachers who have been out of school because of serious illness, extending over a period of three or more weeks, must have the approval of the Superintendent before returning to regular school work. The Superintendent or designated central office administrator may require medical or psychological verification of the teacher's ability to return to work and any limitations on the teacher's return. In meeting the medical (or psychological) verification requirement, generally the written certification of the teacher's physician or psychologist is sufficient. In circumstances where the Superintendent or central office designee requires additional explanation, the teacher shall provide a written report from his or her physician or psychologist to the Superintendent or central office designee.

E. Members of the bargaining unit shall not be asked or required to sign a statement authorizing a doctor or hospital to release medical records unless the absence due to illness, injury or pregnancy of the member of the bargaining unit has been challenged, in which case the teacher shall be furnished with the written reasons for such a challenge and the need to examine medical records.

F. The purpose of this section is to provide tools for management to curb sick leave abuse. These tools shall not be utilized in an arbitrary, capricious, or harassing manner.

1. If the principal or supervisor has a question about a teacher's use of sick leave, the principal or supervisor shall hold a conference with the teacher, at which the teacher shall be represented by the senior faculty representative at that building or Association designee. This step must precede (2) and/or (3) below.
2. The Superintendent may (but need not always) require written certification to justify use of sick leave from the teacher's physician when:
    a. There is a pattern of use, such as but not limited to workdays before or after a holiday or vacation period, on Mondays or Fridays, or a certain time of year; or
    b. There is reasonable suspicion of sick leave abuse; or
    c. The teacher has been absent using sick leave for consecutive workdays; or
    d. The teacher has been absent using sick leave for more than ten (10) days total during the same school year; or
    e. The teacher is on an extended absence and the Superintendent has reasonable grounds to question the continued absence, once every thirty (30) calendar days.
3. The Superintendent may (but need not always) require the teacher to be examined at Board expense by a physician or psychologist designated by the Superintendent when:
    a. The Superintendent wishes to verify the teacher's fitness for return to work; or
    b. There is reasonable suspicion of sick leave abuse; or
    c. The teacher is on duty but there is a reasonable question whether the teacher is able to perform essential functions of the job; or
    d. Where the teacher's personal physician or

psychologist certification under (2) above requires additional explanation. The Board-designated physician or psychologist shall provide a written report to the Superintendent.

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

701.07 ***Catastrophic Illness/Injury Sick Leave Donation Procedure***

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

A. For purposes of this procedure, the term "catastrophic illness or injury" shall include only those illnesses or injuries which are calamitous in nature, constituting a great misfortune. Examples of a catastrophic diagnosis include, but are not limited to the following:
   - Accident resulting in multiple fractures or amputation of a limb
   - AIDS
   - ALS (amyotrophic lateral sclerosis)
   - Cancer
   - Cerebral palsy, muscular dystrophy
   - Condition causing paralysis
   - Hemophilia
   - Mental illness (requiring hospitalization)
   - Rare disease
   - Severe burn involving over 20 percent of the body
   - Severe head injury requiring hospitalization
   - Spinal cord injury
   - Stroke or cerebrovascular accident

B. A joint Association/Board committee consisting of three (3) members of the bargaining unit appointed by the Association and three (3) administrators shall be appointed on a yearly basis to review requests under this provision. In order to approve a request for catastrophic illness/injury sick leave donation, a two-thirds (2/3) vote of the entire committee must prevail. The joint committee will establish rules and procedures for the allocation and disposition of donated leave under this Section 701.07. All rules and decisions of the joint committee require a two-thirds (2/3) vote of the entire committee.

C. Applications for catastrophic illness/injury sick leave

donation must be jointly submitted to the administrator of Labor Relations and the Association President. Applications will include, but not be limited to the following information:

1. Nature of illness/injury.
2. Physician(s') statement as to the condition and the need for sick leave.
3. Projected date of return to duty.
4. Explanation of previous sick leave usage.
5. Any other pertinent information that applicant can submit to the committee for its consideration.

D. The committee shall meet and make a determination regarding the request. The bargaining unit member shall be informed of the committee's decision in writing within three (3) days of the meeting. The decision of the committee shall be final.

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

F. The joint committee shall not grant donated sick leave so as to delay the disability retirement of a teacher.

G. All information and reports relating to the applications under this policy shall remain confidential to the extent allowed by law.

H. A teacher using donated sick leave shall not earn or accrue any sick leave under Section 701.01.

701.08 The Joint Committee on Sick Leave Bank, established in the Memorandum of Understanding in the 2003 Addendum, shall continue its study of a sick leave bank. If determined to be administratively feasible, the bank will be implemented at the beginning of the 2005-06 school year.

Article 702
Leaves of Absence

702.01 *Ill Health*

A. The Superintendent or designated central office administrator may require medical or psychological verification of written application for a leave of

absence, without pay, for ill health. In meeting the medical (or psychological) verification requirement, generally the written certification of the teacher's physician or psychologist is sufficient. In circumstances where the Superintendent or designated central office administrator requires additional explanation, the teacher shall provide a written report from his or her physician or psychologist to the Superintendent or designated central office administrator.

B. Such request for leave, if approved, shall be granted for the remainder of the semester or the remainder of the school year, or for an entire school year, with the possibility of a renewal of the leave, upon written request, according to the provisions of Section 3319.13 of the Ohio Revised Code. An earlier termination of this leave, if requested in writing by the employee, shall be at the discretion of the Superintendent and in accordance with the needs and interests of the schools.

C. At least thirty (30) days before a teacher on a leave of absence for ill health expects to resume his/her duties, the teacher, or someone acting in his/her behalf, must request in writing the reinstatement of said teacher to the staff. In requesting reinstatement, said teacher does not forfeit his/her right to request an extension of his/her leave of absence for ill health. Failure to comply with this regulation shall be deemed an automatic resignation.

D. Not less than ten (10) days before termination of leave, a doctor's statement must be submitted by the teacher. The Superintendent or designated central office administrator may require medical or psychological verification of the teacher's ability to return to work and any limitations on the teacher's return. In meeting the medical (or psychological) verification requirement, generally the written certification of the teacher's physician or psychologist is sufficient. In circumstances where the Superintendent or designated central office administrator requires additional explanation, the teacher shall provide a written report from his or her physician or psychologist to the Superintendent or designated central office administrator.

E. Whenever any teacher has been absent from active service a sufficient number of days to exhaust his/her accumulated sick leave days and continues in absence without applying for a leave of absence under this section, the Superintendent shall investigate the facts of

the case and shall have authority to recommend to the Board that an unrequested leave of absence be granted according to the provisions set forth in Section 3319.13 of the Ohio Revised Code. Any teacher who refuses to comply with the terms of such a leave of absence shall be considered to have terminated his/her contract. Such refusal shall not deny the teacher's rights to request a hearing under Section 3319.13 of the Ohio Revised Code if the teacher files with the Treasurer a written demand for such a hearing within ten (10) days of the Board's approval of the Superintendent's recommendation that a leave of absence be granted hereunder. Notwithstanding any other provision of this contract, a teacher returning from ill health leave under this Subsection (E) shall be immediately placed on active status if his/her position has been filled by a substitute teacher.

702.02 ***Maternity/Paternity/Adoptive Leave***

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

A. Such request shall be submitted on the designated form to the administrator of Human resources, at least thirty (30) days prior to the beginning date of the requested leave.

B. A maternity or paternity leave request shall be accompanied by a statement from the attending physician indicating the anticipated date of birth of the child and the expected date of disability; or

C. The request for adoptive leave shall be accompanied by a statement from the adoption agency.

D. The requested duration of such leave shall be for the remainder of the semester in which the leave commences and not to exceed the four subsequent semesters. All such leaves must terminate at the end of a school year. The teacher may submit a request to the administrator of Human Resources, for return to service at any time during the leave. Such request shall be in writing and shall be at least thirty (30) days in advance of the desired return date. Such teacher shall be returned to service on the requested date or on the earliest following date when a vacancy occurs requiring a certification held by the teacher, provided the Board would otherwise have employed a new teacher for such vacancy.

E. The teacher shall notify the administrator of Human Resources, in writing, of his/her intention to return to service at least 120 days before he/she expects to

resume his/her duties except, when delivery occurs during such 120 days, notification shall be no more than thirty (30) days after delivery. The teacher shall be informed of receipt of such notification of intent to return. Failure on the part of the teacher to comply with this regulation may be deemed by the Board as an automatic resignation.

F. In the case of an adoptive leave, if the adoption is canceled after a replacement for the adopting teacher has been arranged, the adopting teacher may request early reinstatement from leave and such request will be given priority consideration by the Administration.

702.03 ***Exchange Teaching***

A. An employee on a regular teacher's contract shall be eligible for leave of absence for a period of one (1) full semester, or one (1) full year beginning with the opening of the semester or year, only after he/she has filed a written request for such leave of absence at least two (2) months prior to the beginning of a requested leave, and the leave has been granted on the recommendation of the Superintendent. No compensation may be paid to a teacher while absent on such leave of absence unless the exchange-teaching leave involves the use of some teacher from outside the Columbus area as a replacement for the employee on leave. In the latter case, the replacement must be approved by the Superintendent before the leave can be approved and the employee will be on paid leave with full compensation and benefits paid by the Board, as long as the replacement is on paid leave, with full compensation and benefits paid by the sending district. Credit on the salary schedule shall be given for time spent in exchange teaching. The granting of such leaves of absence shall be determined by the Superintendent on the basis of the value of such a leave to the Columbus Public Schools.

B. Termination of such a leave of absence shall be by written request of the teacher to the Superintendent not less than 120 days prior to the time that the teacher expects to return to duty in the Columbus Public Schools. Failure to comply with this regulation shall be deemed an automatic resignation.

C. The above policies with reference to exchange teaching also apply to employees granted leaves of absence for the purpose of teaching in the Armed Forces Dependents Schools.

D. In the light of any present or future federal or state legislation regarding exchange teaching, exceptions may be made to the above regulation on the recommendation of the Superintendent and the approval of

the Board.

702.04 ***Professional Study or Travel***

A. Leaves of absence for professional study or travel may be granted to teachers on the basis of either one (1) full semester or one (1) full year. Application for such a leave is to be made no less than sixty (60) days in advance. An applicant for leave for professional study shall outline, in writing, the program of study to be pursued. Such a program shall, in general, include a full college load or its equivalent, and the Superintendent shall recommend the approval of such leave only if it appears that the program of study is of such a nature as to contribute directly to improved educational conditions in the Columbus Public Schools.

B. Leaves of absence for travel shall be requested in writing, in which the scope or nature of the travel shall be outlined in detail. Such applications must show clearly how the travel will contribute directly to improved classroom instruction and the reasons why such travel cannot be accomplished when schools are not in session.

C. In no case shall leave of absence for professional study or for travel be granted for periods of less than one (1) semester, except at the discretion of the Superintendent, and only when it can be shown that the program of the Columbus Public Schools will not suffer as a result of the granting of such leave. Absence for either of the above reasons, without leave having been granted, shall be considered as termination of contract by the teacher.

D. Termination of the above two (2) kinds of leave shall be only on written request of the teacher on leave, said request being filed with the Superintendent not less than 120 days prior to the return to duty of the teacher. Failure to comply with this regulation shall be deemed an automatic resignation.

E. Any teacher who, while on leave for professional study or for travel, shall engage in employment comparable to his/her employment with the Columbus Public Schools shall be considered to have terminated his/her contract. Reinstatement to active paid status following either of the above types of leaves shall be made only if the Superintendent shall find that there has been substantial compliance with the originally approved program of study or travel. No compensation shall be paid to any teacher while absent on either of the above leaves.

702.05 ***Military Leave***

A. In accordance with Section 3319.14 of the Ohio

Revised Code, military leave of absence, without pay, shall be granted to any regular contract teacher who shall be inducted, called to active duty, or who enlists for military duty with any branch of the armed forces of the United States.

B. Any teacher whose teaching services in the Columbus Public Schools has been interrupted by active duty service in the armed forces shall be reemployed in accordance with the provisions of Section 3319.14 of the Ohio Revised Code, and shall be given full credit on the salary schedule for such service.

C. Military leave shall be granted pursuant to Section 5923.05 of the Ohio Revised Code.

702.06 ***Special Leaves***

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

A. The Superintendent shall submit to the Board of Education a statement defining the specific needs of the Columbus City School District that can be accommodated through the granting of such a leave of absence.

B. The Superintendent shall identify and select from the staff of contract teachers such personnel as he/she deems capable of accommodating such needs of the Columbus City School District and shall recommend to the Board of Education that such personnel be granted leaves of absence.

C. The Superintendent shall have discretion to authorize such personnel to accept employment with remuneration paid by an agency other than the Columbus Board of Education, during such a leave if, in the judgment of the Superintendent such employment provides specialized training for such personnel that cannot be obtained in a more feasible manner by such personnel as employees of the Columbus Board of Education.

D. Before such a leave of absence shall become effective, such personnel shall sign a statement indicating their intention to return to the service of the Columbus City School District upon termination of such a leave of absence.

E. Such a leave of absence shall be for a period of up to one (1) full school year. Extension of such leaves shall be subject to the recommendation of the Superintendent and the approval of the Board of Education.

F. Time spent by personnel on such a leave of absence shall be recognized by the Columbus City School District for salary purposes and shall not affect the tenure status of such personnel.

G. Termination of such a leave shall be effected in writing by the Superintendent.

702.07 ***Special Leave Without Publicly Stated Reasons***

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

702.08 ***Returning From Leave***

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

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

B. The teacher returning from any leave of absence as enumerated in Section 702.01 through Section 702.07 of this article shall be given the same consideration in assignment as provided teachers in a staff reduction status.

702.09 To accomplish school needs, short-term periods of absence, without loss of pay, may be granted by the Superintendent, to attend local, state and national meetings, to participate in civic activities and to provide community service. Only upon recommendation of the Superintendent and approval of the Board may personnel be reimbursed for expenses incurred in attending such meetings or providing such services.

702.10 Upon written request to the Superintendent, a leave of absence without payment of salary, shall be granted to a teacher who has illness in the immediate family. Such leave shall be granted for the remainder of the semester or school year, or for an entire school

year, and may be renewed upon written request. A written request for reinstatement shall be filed with the Superintendent at least thirty (30) days prior to the return to duty of the teacher.

702.11 ***Religious Leave***

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

702.12 ***Personal Leave***

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

(1) Gainful employment or other income-producing activity;

(2) Any activity in connection with a strike, "study day," "professional holiday," or any other work stoppage, or any concerted action related to such activities.

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

with personal leave in that school year.

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

702.13 ***Jury Duty Leave***

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

702.14 ***Association Leave***

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

702.15 ***National Service Leave***

A. Leaves of absence for national service programs (Peace Corps and VISTA), without pay, shall be granted to regular contract teachers for a period of one (1) full semester or one (1) full year. Written application for such leave must be filed with the Superintendent no later than two (2) months prior to the beginning of the requested leave period. Credit on the salary schedule shall be given for time spent in teaching while on a national service leave.

B. Termination of a national service leave shall be by written request of the teacher to the Superintendent not less than 120 days prior to the time that the teacher expects to return to duty in the Columbus Public Schools. Failure to comply with this regulation shall be deemed an automatic resignation.

C. At the time a teacher returns from national service leave, he/she shall file with the Superintendent official evidence of his/her Peace Corps or VISTA service. Such official evidence is to include dates of service and duty assignments.

702.16 The Professional Leave Committee established by a "Memorandum of Agreement" in 1986 will continue to function as set forth in said memorandum and as agreed to by the parties. Further, the Board will provide

$200,000 per school year to fund this professional leave provision.

Article 703
Sabbatical Leave

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

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

A. The proposed program of the applicant as related to professional graduate study, travel, writing, or research.

B. The value of the proposed program to the Columbus Public Schools, its pupils, and the individual applicant.

C. The applicant's total length of service with the Columbus Public Schools.

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

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

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

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

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

Board during the leave period.

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

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

Article 704
Reductions in Personnel

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

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

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

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

ous areas of certification prior to employment of any new teachers in such certification areas.

Stipulations:

A. In the event two or more teachers have equal seniority, all determinations in the order of non-renewal and recall within the equal group shall be made by the Administration. In such event the Administration may give consideration to areas of certification, to past Columbus teaching assignments, to past teaching experience in other Districts, and to race or sex where staff balance is a consideration.

B. As teaching positions become available, teachers who have been reassigned as a result of the reductions of other personnel, may again be reassigned at the discretion of the Administration to a teaching position more closely conforming to their assignment prior to the reduction transfer. More closely conforming is not intended to include geographical location of assignment.

C. Teachers on layoff status with multiple certifications who are needed to fill an existing vacancy requiring such multiple certifications may be considered on a recall list of the teachers on layoff status who have such needed multiple certifications. Male and female physical education teachers may be considered separately for layoff and recall purposes. Music teachers shall be considered as vocal and instrumental for purposes of layoff and recall (as well as assignment) based upon their election. Current music teachers shall make their election during the fall of 1979 and new employees shall make their election during the first year of employment. Election shall be made on a form which indicates the purposes of the election and which provides for the election of instrumental, vocal or both.

D. Teachers on a layoff status shall be responsible for keeping the administrator of Human Resources, informed as to their current address and telephone number. Notification of recall by the administrator of Human Resources, shall be to such address and failure to contact the administrator of Human Resources, within fourteen (14) calendar days of the date of mailing shall remove the teacher from layoff status. The administrator of Human Resources, will also attempt a telephone contact of the teacher. Further, failure to accept the offered assignment shall remove the teacher from layoff status. Acceptance of an extra duty assignment shall not be required as a part of such offered assignment. Teachers on layoff status

may work as substitute teachers in the Columbus Public Schools without jeopardizing their layoff status.

E. Teachers who are reemployed from a layoff status shall have all seniority rights restored to their status which were in effect on their last date of employment including but not limited to salary, transfer, and evaluation rights. As an example, a teacher with one year of experience prior to layoff would be given credit for one year of teaching experience on the salary schedule at the time of recall.

F. All rights provided in this provision for teachers on a layoff status shall be limited to thirty-six (36) months.

G. It is understood by the parties that it may be necessary to non-renew a larger number of teachers in various areas of certification than will ultimately be required. In practice, because non-renewal must occur prior to April 30 for the following school year, and because many resignations and retirements do not occur until after that date, many of the staff members who are notified of non-renewal may be recalled prior to the beginning of the following school year. However, the administration shall have the right to utilize substitute teachers in a limited number of positions during September before determining that such positions will be permanently needed and filled by teachers on a layoff status. In addition, substitute teachers may continue to be utilized in the same manner as in the past. In particular, this would include the use of substitute teachers:

(1) for teachers who are on sick leave;

(2) for the balance of the school year in vacancies occurring during the second semester; and

(3) for the balance of the school year in vacancies occurring throughout the school year provided there is a reasonable expectation that layoffs may be necessary the following September.

H. A teacher on an unpaid leave of absence shall be considered on layoff status if during the period of such unpaid leave the teacher would have been laid off under the provisions of this article had the teacher been on paid status. Further, such teacher shall be returned to paid status after the completion of such leave on the same basis as other teachers on layoff status as provided in this article.

I. A six-member joint Association/Board committee shall be appointed to advise the administration on problems which may result from the implementation of this provision as such problems are identified by the

administrator of Human resources, or the Association.

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

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

B. Such teachers shall be considered in a layoff status and shall be recalled in the order of seniority as contract or full-time hourly positions are available for which they are certified. Such teachers as may be recalled to contract teaching positions may, at the option of the Board, be reassigned at the end of the school year to a full-time hourly teaching position.

C. All provisions of Section 704.02 of this article not in conflict with Section 704.03 shall also apply to Full-Time Hourly Professional Employees.

D. Any Full-Time Hourly Professional Employee whose assignment is reduced to less than six (6) hours per day on a regular basis shall be considered on layoff status; however, such employee may elect to remain in the less than full-time position without prejudicing his or her rights under 704.03-B above. ❑

Chapter 800

Article 801
Summer Employment

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

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

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

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

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

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

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

801.05 Administrative, supervisory, and executive personnel will not be assigned to summer school teaching positions

if qualified teachers are available to fill such positions.

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

Article 802
Use of College Scrip

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

Priority I. Present full-time professional staff members in M.A. or Ph.D. programs who must finish course work during the upcoming quarter or lose credits, and present full-time professional staff members, including vocational teachers, who must attend the university to maintain their present position because of certification requirements.

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

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

Stipulations:

A. A joint Association/Board committee shall be appointed to resolve problems which may arise in the credit bank system and to apply the above-mentioned priorities if limitations or restrictions shall be deemed necessary by the committee.

B. An application form which reflects the above priorities and which indicates whether or not the applicant is an Association member, shall be mutually developed by the parties. Association membership shall in no way relate to the priorities established above.

Article 803
Physical Examination

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

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

Article 804
Annuity Programs

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

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

Article 805
Disability Insurance Payroll Deductions

A. The Association will indemnify the Board and Treasurer against all liability for all deductions and for all acts of the insurance carrier made in accordance and connection with this program.
B. There shall be a maximum of four (4) options available for election by teachers under this plan.
C. Teachers may not change their status under this program with regard to enrollment and change in option more than once every twelve (12) months. Teachers may enroll or make a change in option on or before October 15. Such enrollment or change in option will become effective the following December 1. In addition, teachers may cancel at any time based on the payroll deduction schedule; however, they cannot re-enroll until the following October 15. A change in the premium rate shall not be considered a change in status under the program. Any and all such changes, except cancellation, must be made at the same time.

Article 806
Hospital, Surgical, and Major Medical Insurance

During the term of this Agreement, the Board shall continue the current Comprehensive Major Medical Insurance Program for members of the bargaining unit electing and eligible for such coverage in accordance with the following provisions and the modifications provided in paragraph F below:

A. The Board shall pay ninety (90) percent of the cost of individual or family coverage for regular contract employees employed a minimum of one-half time or more and for full-time hourly professional employees. Such employees shall pay ten (10) percent of the cost of such coverage by the monthly payroll deduction schedule.

B. In addition, employees eligible and electing family coverage shall also pay, by the monthly payroll deduction schedule, thirty (30) percent of the Board's cost for the first twelve (12) consecutive months of such coverage. This subsection (B) shall not be effective on and after September 1, 2004.

C. During the term of this Agreement, a member of the bargaining unit married to another employee of the Board, both of whom are eligible at ninety (90) percent Board expense for the benefits provided in A above and who have no dependents, shall be provided two (2) single plans or one (1) family plan at the option of such employees. In addition, such personnel who elected two (2) individual plans shall be provided family coverage effective on the first day of the month in which they acquire a dependent eligible for coverage, provided they advise the Board of their eligibility for family coverage no later than thirty (30) days after becoming eligible for the change in status. If the notification requirement is not met within the thirty (30) day period, family coverage will be effective on the first day of the month following such notification. The provision above requiring family coverage for the twelve (12) most recent consecutive months in order to be eligible for family coverage at ninety (90) percent Board expense shall not apply to such members of the bargaining unit. In the event the spouse of a member of the bargaining unit covered by this provision leaves the employment of the Board, the family coverage shall be maintained at ninety (90) percent Board expense. In the event a member of the bargaining unit covered by this provision changes marital status from married to single, the family coverage shall be maintained at ninety (90) percent

Board expense provided the member of the bargaining unit has a dependent eligible for coverage.

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

1. The employee shall pay, by the monthly payroll deduction schedule, the difference between the cost of the health maintenance organization and the Board's cost for such employee coverage as provided in paragraphs A and B above.
2. Teachers may change their status under this program with regard to enrollment, withdrawal, or change to the Comprehensive Major Medical Insurance program during the fall enrollment period.

E. In the event the Board elects to change the insurance carrier for the Comprehensive Major Medical Insurance program during the term of this Agreement, the benefits provided under such program shall not be reduced.

F. Additional Deductables

1. Effective October 15, 1986, an additional deductible of $100 is established if Pre-Admission Certification through the Third Party Administrator is not used prior to admission for non-emergency hospitalization or, where practical, within twenty-four (24) hours of an emergency admission.
2. Effective October 15, 1986, an additional deductible of $100 is established if a second surgical opinion is not obtained prior to a non-emergency surgery for the following procedures:

    Breast surgery
    Back surgery
    Ligation or stripping of varicose veins
    Knee surgery
    Bunion surgery
    Nose surgery
    Cataract surgery
    Coronary bypass
    Tonsillectomy and adenoidectomy
    Gall bladder surgery
    Hemorrhoidectomy
    Hernia surgery
    Prostate surgery
    Hysterectomy
    Prostatectomy

Disc surgery

3. Case Management is added to the coverage. With mutual agreement by the patient and the Third Party Administrator, alternative forms of care can be provided that are not otherwise allowable expenses for the Comprehensive Major Medical program.
4. An employee *hospital audit bonus* is established whereby an employee can receive twenty-five (25) percent (minimum payment $5, maximum payment $500) of the net savings from hospital billing errors detected by the employee. (Errors or discrepancies found by the Third Party Administrator during initial processing are not subject to this program.)
5. Beginning January 1, 1999, the Board's dollar contribution to indemnity insurance ("comprehensive major medical") shall be equal to ninety (90) percent of the cost for individual or family coverage for the next most expensive coverage option (Preferred Provider Organization or Exclusive Provider Organization) except as provided in Section 806(B). The joint Association/Board insurance study committee shall review the continued viability of the indemnity health plan option during the term of this Agreement, with any change in the indemnity health plan option requiring joint agreement of the Board and the Association.

G. Effective January 1, 1998, the following coverages will be added to the comprehensive major medical insurance program:

Newborn care
Well baby care & immunizations to 12 months of age
Well child care, ages 1–9
Oral chemotherapy
Dependent age limits according to IRS regulations
Maternity benefits (employee, spouse and dependent children as defined by IRS regulations)

H. Effective September 1, 2003, the following rates will be established:

1. The co-pay for **office visits will be $15.**
2. The prescription drug co-pay will be $10 for generic, $20 for preferred list brand and $30 for non-preferred list brand.

I. A Joint CEA/Board of Education Insurance Committee

The parties agree to continue to maintain a joint insurance committee, consisting of five (5) persons

appointed by the Association President and four (4) persons appointed by the Superintendent. The Association President and the Superintendent shall each name a co-chair.

1. Mission: To provide leadership and guidance in the management of the district's health benefits provided for the CEA bargaining unit.
2. Decisions: All attempts will be made to utilize consensus decisionmaking strategies; however, in lieu of such, at least 2/3 vote of the full committee membership will be required to pass a resolution or reach agreement.
3. Scope: The joint committee shall make recommendations to the Board of Education on matters including, but not limited to, plan design, wellness programs, coverage for other members of the teacher's household, funding levels, premiums and employee contribution levels for the CEA bargaining unit. These recommendations, if approved and signed by the CEA President and Superintendent, shall be binding as if negotiated and ratified.
4. Meetings: Meetings will be scheduled as needed by the co-chairs, but not less than bi-monthly. Each meeting will have a regular recorder (non-voting). A quorum is required consisting of at least three (3) members from the Association and two (2) members from Administration.

J. Health Benefits Board

The parties agree to establish a Health Benefits Board (HBB) by September 1, 2005, to address health insurance issues outside of negotiations. HBB bylaws will include:

1. Mission: To provide general leadership and guidance in the management of the district's health benefits.
2. Membership: Voting structure will be five (5) members appointed by the CEA President and representatives from other employee groups.
3. Decisions: All attempts will be made to utilize consensus decision making strategies. If there is no consensus on selection of an insurance consultant and/or provider(s), the Board shall make the selection.
4. Scope: The HBB shall make recommendations to the Board of Education on matters including, but not limited to employee education, insurance consultant and provider(s).
5. Meetings: Meetings will be scheduled as needed,

but not less than bi-monthly. At the organizational meeting a chairperson and a recorder shall be identified. A quorum is required consisting of two (2) members from each party.

K. The parties to this agreement recognize the need to limit and contain the growth of healthcare costs through effective plan design, consumer education, appropriate cost sharing, and wellness initiatives. To provide a control mechanism in regard to healthcare cost growth, the parties shall utilize an annual objective accounting of actual claims paid per member per month cost growth in conjunction with an actuarial projection of future cost growth as compared to an agreed upon comparative growth factor. Should the actual or projected annual cost growth exceed the comparative growth rate, the Joint CEA/Board of Education Committee shall be utilized to immediately address such increase to bring the plan into conformity with the comparative growth rate. The following components and process shall be utilized by the committee and the parties:

1. The district's Third Party Administrator (TPA) shall provide annually rate renewal information based on an accurate accounting of actual claims paid for the CEA bargaining unit approximately sixty (60) days prior to the close of each benefit year. Such accounting shall be conveyed to the district and the CEA simultaneously and be provided in a format reflecting both a total cost for the unit and an average cost per unit member(s) as adjusted allowing for fluctuations in the size and demographics (single vs. family, spousal coverage, etc.) of the workforce.
2. The parties shall utilize a health care cost growth rate that is applicable to the timeframe corresponding with the claims benefit year. The rate shall be provided by a third party agreed upon by the parties in a Memorandum of Agreement executed within thirty (30) days of Board approval of this Agreement.
3. Annually, a mutually selected actuary specializing in health insurance cost analysis shall conduct an actuarial analysis of the plan given the bargaining unit's demographics, plan design, and actual claims experience. Such study shall be conducted and provided to the parties approximately thirty (30) days prior to the close of the benefit year. Such study shall project for the coming plan year the estimated 'actual claims paid' for both single

and family bargaining unit members by plan design, and establish the trend to be compared against the comparative growth factor.

4. Should the district TPA or agreed to actuary convey a report to the parties that the actual or projected increase in average bargaining unit cost of claims paid exceed the comparative growth rate from one plan year to the next, the parties shall take immediate action through the Joint CEA/Board of Education Insurance Committee. Not later than ten (10) business days following the receipt of the adverse actuarial report or claims paid data, the Joint Committee shall meet with the TPA and Insurance Consultant to develop options that address the rising costs. Such options may include but are not limited to plan design changes, changes in service co-pays, changes in premium co-pays, changes in deductibles, mandatory and voluntary wellness initiatives, such other innovative solutions as may be available.
5. Should the parties fail to agree to a solution within thirty (30) days of receipt of the actuarial report or claims data, the parties shall utilize the following dispute resolution process to resolve which option(s) shall be used to address the growth. Each party shall identify a single option (or preferred combination of options) and submit such to a neutral arbitrator experienced in health benefit administration and labor relations. The arbitrator shall be mutually agreed to for the term of the agreement, or if not mutually agreed to in advance of such dispute, appointed pursuant to Article 111.02.
6. The arbitrator as described in (#5) above shall expedite a single day of hearing, two days of study and the rendering of a decision within thirty (30) days of appointment. Cost of the proceeding shall be born equally by the parties and not exceed $3,000 in total cost of the proceeding and decision. Such decision shall be final and binding.

Article 807
Dental Insurance

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

A. The Board shall pay ninety (90) percent of the cost of

the unitary rate for regular contract employees employed a minimum of one-half time or more and for full-time hourly professional employees. Such employees shall pay ten (10) percent of the cost of such coverage by the monthly payroll deduction schedule.

B. In the event the Board elects to change the insurance carrier during the term of this Agreement, the benefits provided under such insurance programs shall not be reduced.

C. The dental insurance program shall be as follows:

1. ***Description of Covered Services***

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

   This program pays the following percent of the Usual, Customary and Reasonable Fees

2. ***Basic Dental Services***

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

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

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

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

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

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

   Prosthodontics: 50%
   Procedures for construction of bridges, partial, and

complete dentures.

Orthodontics: 50%

Procedures for the correction of malposed teeth.

3. ***Deductible***

There are no deductibles.

4. ***Maximum Benefit***

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

5. ***Exclusions***

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

6. ***Limitations***

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

7. ***Predetermination of Benefits***

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

Article 808
Vision Care Insurance

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

Prepaid Program

(provides benefits through participating and non-participating providers.

Participating Providers

Exam $10 copayment
Materials .....$10 copayment
Frequency:
Exam .....once every 24 months
Lenses .....once every 24 months
Frames .....once every 24 months
(Subject to plan limitations on participating providers)

Non-Participating Providers

Plan will reimburse up to these levels:
Eye examination $35.00
Single-vision lens, up to $25.00
Bifocal lens, up to $40.00
Trifocal lens, up to $55.00
Lenticular lens, up to $80.00
Frame, up to $35.00
Contact lenses (necessary for vision correction) $210.00
Contact lenses (elective) $105.00

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

Article 809
Term Life Insurance

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

full-time.

809.02 Members of the bargaining unit may elect to buy additional group term life insurance in addition to that provided in Article 809.01. The parties shall provide opportunity for individuals to purchase additional term life insurance in the maximum amount permitted by the carrier. To the extent possible coverage shall be offered to bargaining unit members without need of physical exams. This additional insurance shall be paid through payroll deduction at the same rate as the Board pays for coverage in 809.01. Election of this additional coverage or deletion of this additional coverage shall be made each year only during the month of November with an effective date of the following January 1.

Article 810
Severance Pay

810.01 Members of the bargaining unit who have been employed by the Board for at least five (5) consecutive years may, at the time of their separation from service with the Columbus Public Schools, elect to be paid in cash for the value of their accrued but unused sick leave and personal leave credit in accordance with Section 810.02 below. The following stipulations shall apply:

A. Only those members of the bargaining unit whose effective date of retirement with the State Teachers Retirement System is no later than one hundred twenty (120) calendar days after the last paid day of service, the last day of an unpaid leave of absence with the Columbus Public Schools, or while on layoff status as defined in Article 704 of this Agreement, shall be eligible to be paid for such accrued but unused sick leave/personal leave credit.

B. Such payment shall be based on the eligible member's rate of pay at the time of separation.

C. Payment for sick leave and personal leave on this basis shall be considered to eliminate all sick leave and personal leave credit accrued by the eligible member at that time.

D. Such payment shall be made only once to any employee.

E. Such payment shall be made no later than sixty (60) calendar days after the effective date of retirement with the State Teachers Retirement System except that the eligible member or beneficiary of such eligible member may elect to receive fifty (50) percent of such payment within such sixty (60) days and receive the balance during the month of January immediately following the year of retirement or the eligible member or beneficiary of such eligible member may elect

to receive the total payment during the month of January immediately following the year of retirement. Whichever election the teacher chooses the teacher may roll part or all of his or her severance pay into a tax-sheltered annuity. Such January payment shall be made on the first available plan A or plan B pay date after January 1. However, if a teacher elects to participate in the VESA plan and has shown evidence of filing for service retirement with the Treasurer no later than April 1 of the calendar year in which the teacher retires, they may elect the severance pay to be used to fund an increase in the annuity amount to which the teacher would otherwise be entitled, equal to the amount that can be funded with that participant's severance pay.

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

A. Fifty (50) percent of the member's accrued but unused personal leave days.

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

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

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

810.03 Severance pay benefits for an eligible member of the bargaining unit who dies while on active status or on leave of absence shall be paid to the member's life insurance beneficiary. A member shall be eligible for this benefit if, at the time of death, the member was eligible for superannuation retirement benefits.

Article 811
Voluntary Employee Separation Assistance Plan (VESA)

811.01 The Board of Education shall solicit the written interest of eligible teachers in participating in the voluntary employee separation assistance plan (VESA). The purpose of a separation program is to reduce the average number of years of service for as many employees as possible in order to reduce cost. The program must not add additional costs to the existing budgets. This program can only be offered once in a five (5) year period. This is a special period certain, dollar certain guaranteed annuity. A teacher is eligible to participate if his or her regular teaching salary for the 1997-1998 school year is at least $46,000. By November 10, 1997, the Board of Education shall send a letter inviting each eligible teacher to indicate in writing whether he or she wishes to participate in VESA.

811.02 Individual teachers shall provide their expression of interest in participating in the VESA plan by filing the signed form provided by the Board of Education with the administrator of Human resources by December 1, 1997. Only eligible participants who file timely completed forms expressing their interest in participating in VESA may participate in the VESA plan. Only eligible participants who file timely completed forms expressing their interest in participating in VESA may participate in the VESA plan workshop(s) given between December 1, 1997 and January 15, 1998.

811.03 A consultant jointly retained by the Association and the Board of Education then shall analyze the cash flow and cost-saving data which will be derived from the timely filed statements of interest and shall provide its analysis to the Association and the Board of Education by December 15, 1997. If that analysis shows a net savings over the next five fiscal years (1999-2003) equal to at least $5,000,000, the Board of Education shall proceed to implement VESA.

811.04 If the Board proceeds to implement VESA, the Board of Education shall notify eligible employees who timely filed expressions of interest in participating in VESA a written notice containing the following elements on approximately January 15, 1998: (a) confirming the

teacher's eligibility to participate in VESA; (b) the Board of Education's intention to proceed to implement VESA; (c) the deadline for the teacher to complete and file the election form for participation in VESA; and (d) that the election to participate in VESA shall include an irrevocable statement of resignation, subject only to Subsection 811.07 below. The notice shall be accompanied by a form to be completed by the employee. The form shall include a statement of the deadline by which the form must be filed with the administrator of Human resources (that deadline being February 1, 1998), and the fact that filing of the form will constitute an irrevocable resignation, subject only to Subsection 811.07 below.

811.05 The filing of the individual teacher's form electing participation in VESA plan by February 1, 1998 constitutes an irrevocable resignation effective at the conclusion of the 1997-1998 regular teacher work year, unless the Superintendent or designee elects the District's option to extend VESA participation into the 1998-1999 school year under Subsection 811.07 below.

811.06 The Board may limit the number of participants in VESA in the 1997-1998 school year (that is, those whose resignations are effective at the conclusion of the 1997-1998 regular teacher work year) to a total of four hundred (400) teachers. Within that total, the Superintendent may further limit the number of teachers from assigned teaching fields during the 1997-1998 school year who may participate in VESA, after consultation with the Association.

811.07 The Superintendent, by written notice to the Association on or before March 1, 1998, may elect to extend the option for teachers to participate in VESA into the 1998-1999 school year. Teachers eligible to participate in VESA during the 1998-1999 school year shall be those who: (a) filed a timely completed intent to participate form by December 1, 1997; (b) filed a completed election to participate form with the administrator of Human resources by February 1, 1998; (c) who remained eligible to participate by having a regular teaching salary in 1998-1999 of at least $46,000; and (d) who are precluded from participating in VESA in the 1997-1998 school year because of numerical limits. Such teachers electing to participate in VESA in 1998-1999 must submit a completed election to participate in 1998-1999 form to the administrator of Human resources by February 1, 1999. The Superintendent may elect to limit participation in VESA to a specified number of teachers from assigned teaching fields in 1998-1999, after consultation with the Association.

Article 812
STRS-Board "Pick-Up"

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

Article 813
Effective Dates

The benefits provided in Articles 806, 807, 808, and 809 shall be effective for newly employed members of the bargaining unit on the first day of the month indicated on the schedule of payroll and deduction dates on the line corresponding to the first earnings period in which the new employee works. Such benefits shall terminate on the last day of the month indicated on the schedule of payroll and deduction dates on the line corresponding to the last earnings period in which the employee worked. Coverage for members of the bargaining unit electing coverage under Article 805 shall be in accordance with the schedules above.

Article 814
Cafeteria Premium Payment Plan

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

regulations promulgated thereunder remain substantially unchanged.

Article 815
Employee Assistance Program (EAP)

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

Notes

Chapter 900

Article 901
Salary Policies

901.01 It is the conviction of the Board and the Association that salaries should be at a level which will enable teachers to assume a place in the community in keeping with the importance of their work and which will provide security for their later years.

901.02 Progress toward maximum salaries shall be made by increments.

A. A full increment shall be granted to members who have served 120 or more school days within a given school year.

B. Those teachers currently employed by the Board who have received credit for partial increment shall continue to receive the amount of that partial increment in effect prior to this Agreement.

C. Salary column placement for training beyond the bachelor's degree shall be effective the earning period following the submission of the required documentation to the Personnel Office.

901.03 Half-time contract teaching shall qualify for a year of teaching experience for salary credit purposes with the following stipulations:

A. The teacher has served 120 or more school days within each of two school years.

B. The two years being combined shall be for services in the Columbus Public Schools.

C. This provision shall be applied to qualifying service provided after July 1, 1983.

901.04 Credit for years of teaching experience outside the Columbus City School District for salary purposes, up to a maximum of five (5) years, shall be granted to teachers with a Trades and Industries certificate who are initially employed to teach under such certificate, in accordance with the guidelines established under Section 904.05. After initial employment, members of the bargaining unit reassigned into a Trades and Industries teaching area or reassigned out of a Trades and Industries teaching area shall not have their outside teaching experience for salary purposes re-evaluated on the basis of such guidelines. This section shall be applicable to all teachers, with a vocational education teaching certificate and hire date of July 1, 1992, or later, who are initially employed to teach under such certificate. OWE and OWA shall not be considered a Trades and Industries or vocational teaching area for purposes described in this section. Experience credit for vocational teachers hired on or after July 1, 2000, based upon documented other related employment or related self-employment, up to ten (10) years' experience. If years of experience are used as a substitute for a degree and the teacher subsequently obtains a degree after July 1, 2000, those years of experi-

ence shall be given to the teacher as experience credit on the experience steps.

901.05 Members of the bargaining unit possessing a bachelor's degree and providing service in a Trades and Industries teaching area shall be placed on the 150 Hours and Bachelor's Degree track for salary purposes. OWE and OWA shall not be considered a Trades and Industries teaching area for purposes described in this section.

901.06 Recognition of training shall be on the basis of transcripts of credit.

901.07 Credit for years of public school teaching experience shall be granted in full up to five (5) years and, for teachers hired on or after July 1, 2000, may be granted up to ten (10) years. A "year" shall consist of at least one hundred and twenty (120) days for at least seven (7) hours per day during a school year. Public school teaching experience, for purposes of this provision, shall include teaching experience in all public schools, teaching experience in accredited armed forces and U.S. State Department Dependency Schools, and teaching experience in the Peace Corps and VISTA. Service credit may be given to physical therapists, school social workers, nurses, occupational therapists and speech therapists for private employment or self-employment prior to employment by the Board, with at least eight months' full-time employment or self-employment in a twelve-month period counting as one year.

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

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

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

901.11 Notwithstanding Article 901, during the term of this Agreement, placement on the salary schedules in Article 902 shall be at the Bachelor's Degree, 2-years experience step, unless and until such time as the training and experience places a teacher at a higher salary. No teacher placed at the Bachelor's Degree, 2-years experience step shall be placed on that step for more than two consecutive school years. Teachers who move to the

Bachelor's Degree, 3-years experience column shall be deemed to have 3-years experience when they exit the Bachelor's Degree, 2-years experience step for purposes of future placement in the Bachelor's Degree column but in that column only.

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

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

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

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

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

901.15 The Board shall create a special fund for receipt of gifts, donations and grants from persons or organizations for the purpose of rewarding members of the bargaining unit for obtaining new certification or licensure in an area identified by the Human Resources Department as a shortage teaching field. Stipends may be paid from this fund to such members.

Article 902
Teacher Salary Schedules

902.01 Effective August 29, 2005, Teachers, and School Nurses possessing a valid School Nurse certificate, shall be paid in accordance with the following:

2005-06 Yrs Exp.	Pre-License Bachelor's Degree	Bachelor's Degree	150 Hours and Bachelor's Degree	Master's Degree	Masters Degree + 150 Semester Hours
0	27,630	34,668	35,672	38,447	39,175
1	28,740	36,055	37,094	39,972	40,770
2	29,884	37,511	38,585	41,567	42,399
3	31,097	39,002	40,111	43,231	44,063
4	32,311	40,562	41,740	44,964	45,831
5	33,628	42,191	43,404	46,767	47,669
6		43,855	45,138	48,639	49,575
7		45,623	46,940	50,581	51,586
8		47,460	48,813	52,591	53,631
9		49,333	50,754	54,706	55,781
10		51,309	52,799	56,890	58,000
11		53,389	54,914	59,178	60,322
12		55,503	57,098	61,536	62,749
13		57,722	59,386	63,997	65,245
14		60,045	61,778	66,563	67,880

902.02 Teachers and school nurses with a minimum of nineteen (19) and less than twenty-three (23) years of teaching experience, as credited by the Columbus Public Schools for salary purposes, shall have One thousand three hundred twenty-nine dollars ($1,329) added to the salary provided in 902.01 above.

902.03 Teachers and school nurses with a minimum of twenty-three (23) and less than twenty-seven (27) years of teaching experience, as credited by the Columbus Public Schools for salary purposes, shall have Three thousand three hundred sixty-six dollars ($3,366) added to the salary provided in 902.01 above.

902.04 Teachers and School Nurses with twenty-seven (27) and less than thirty (30) years of teaching experience, experience, as credited by the Columbus Public Schools for salary purposes, shall have Six thousand one hundred eighty-three dollars ($6,183) added to the salary provided in 902.01 above.

902.05 Teachers and School Nurses with thirty (30) or more years of teaching experience, as credited by the Columbus Public Schools for salary purposes, shall have Nine thousand one hundred thirty dollars ($9,130) added to the salary provided in 902.01 above.

902.06 Effective August 28, 2006, Teachers and School Nurses possessing a valid School Nurse certificate, shall be paid in accordance with the following:

2006-07 Yrs Exp.	Pre-License Bachelor's Degree	Bachelor's Degree	150 Hours and Bachelor's Degree	Masters Degree	Masters Degree + 150 Semester Hours
0	28,390	35,621	36,653	39,504	40,252
1	29,530	37,047	38,114	41,071	41,890
2	30,705	38,542	39,646	42,710	43,564
3	31,952	40,074	41,213	44,419	45,274
4	33,199	41,677	42,888	46,200	47,091
5	34,552	43,351	44,597	48,053	48,979
6		45,061	46,379	49,976	50,938
7		46,877	48,231	51,971	53,004
8		48,765	50,154	54,037	55,106
9		50,689	52,149	56,210	57,314
10		52,719	54,251	58,454	59,594
11		54,856	56,424	60,805	61,981
12		57,029	58,668	63,227	64,474
13		59,309	61,019	65,756	67,039
14		61,696	63,477	68,392	69,746

902.07 Teachers and School Nurses with a minimum of nineteen (19) and less than twenty-three (23) years of teaching experience, as credited by the Columbus Public Schools for salary purposes, shall have One thousand three hundred sixty-five dollars ($1,365) added to the salary provided in 902.06 above.

902.08 Teachers and School Nurses with a minimum of twenty-three (23) and less than twenty-seven (27) years of teaching experience, as credited by the Columbus Public Schools for salary purposes, shall have Three thousand four hundred fifty-nine dollars ($3,459) added to the salary provided in 902.06 above.

902.09 Teachers and School Nurses with twenty-seven (27) and less than thirty (30) years of teaching experience, as credited by the Columbus Public Schools for salary purposes, shall have six thousand three hundred fifty-three dollars ($6,353) added to the salary provided in 902.06 above.

902.10 Teachers and School Nurses with thirty (30) or more years of teaching experience, as credited by the Columbus Public Schools for salary purposes, shall have Nine thousand three hundred eighty-one dollars ($9,381) added to the salary provided in 902.06 above.

902.11 Effective August 27, 2007, Teachers, and School Nurses possessing a valid School Nurse certificate, shall be paid in accordance with the following:

2007-08 Yrs Exp.	Pre-License Bachelor's Degree	Bachelor's Degree	150 Hours and Bachelor's Degree	Master's Degree	Master's Degree Plus 30 Semester Hours
0	29,313	36,779	37,844	40,788	44,220
1	30,490	38,251	39,353	42,406	43,252
2	31,703	39,795	40,935	44,098	44,981
3	32,991	41,376	42,553	45,863	46,746
4	34,278	43,031	44,282	47,702	48,622
5	35,676	44,760	46,047	49,615	50,571
6		46,525	47,886	51,601	52,594
7		48,401	49,799	53,661	54,727
8		50,350	51,785	55,794	56,897
9		52,337	53,844	58,037	59,177
10		54,433	56,014	60,354	61,531
11		56,640	58,258	62,782	63,995
12		58,883	60,575	65,283	66,570
13		61,237	63,002	67,894	69,218
14		63,701	65,540	70,616	72,013

902.12 Teachers and School Nurses with a minimum of nineteen (19) and less than twenty-three (23) years of teaching experience, as credited by the Columbus Public Schools for salary purposes, shall have One thousand three hundred sixty-five dollars ($1,409) added to the salary provided in 902.06 above.

902.13 Teachers and School Nurses with a minimum of twenty-three (23) and less than twenty-seven (27) years of teaching experience, as credited by the Columbus Public Schools for salary purposes, shall have Three thousand five hundred seventy-one dollars ($3,571) added to the salary provided in 902.06 above.

902.14 Teachers and School Nurses with twenty-seven (27) and less than thirty (30) years of teaching experience, as credited by the Columbus Public Schools for salary purposes, shall have six thousand five hundred fifty-nine dollars ($6,559) added to the salary provided in 902.06 above.

902.15 Teachers and School Nurses with thirty (30) or more years of teaching experience, as credited by the Columbus Public Schools for salary purposes, shall have Nine thousand six hundred eighty-six dollars ($9,686) added to the salary provided in 902.06 above.

902.16 Teachers and School Nurses with fifteen (15) or more years of teaching experience, as credited by the Columbus Public Schools for salary purposes, and who are in the Master's Degree, Master's Degree Plus 30 semester hours, or Ph.D. track shall have Two Hundred Dollars ($200) added to the salary provided in 902.01, 902.06 and 902.11 above.

Article 903
Supplemental Hourly Rate

Except as provided elsewhere in this Agreement for specific supplemental services, effective August 29, 2005, the rate of pay for Board authorized supplemental services provided by members of the bargaining unit shall be $27.12 per hour. Effective August 28, 2006, such rate shall be $27.87 per hour. Effective August 27, 2007, such rate shall be $28.77 per hour.

Article 904
Full-Time Hourly Professional Employees

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

A. Effective at the beginning of the pay period in which August 1, 2005 occurs:

Years of Experience	Hourly Rate
0, 1 or 2	$29.62
3, 4 or 5	30.72
6 or more	31.85

B. Effective August 1, 2006:

Years of Experience	Hourly Rate
0, 1 or 2	$30.43
3, 4 or 5	31.56
6 or more	32.73

C. Effective August 1, 2007:

Years of Experience	Hourly Rate
0, 1 or 2	$31.42
3, 4 or 5	32.59
6 or more	33.79

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

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

904.04 Full-time hourly professional employees shall be granted the following paid holidays at their regular rate of pay: Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, and one (1) day during spring vacation, Memorial Day, and Independence Day. Such employees shall be paid at their regular rate of pay for "snow days" so long as they were scheduled to work on such days and their school program was canceled by the Superintendent.

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

A. All full-time previous Columbus City School District teaching experience is counted.

B. A maximum of five (5) years experience out of the system with or without a degree.

1. Includes military service.
2. Industrial experience can be counted if it is for twelve (12) months per year and above and beyond certification requirements.

C. Full-time teaching experience if it is for 120 days or more per year.

D. Teaching experience in public education institutions, maximum of five (5) years.

E. Teaching in federally funded programs, such as:
Concentrated Employment Programs
Neighborhood Youth Corps
Manpower Development and Training

F. In order to be counted, federally funded programs must meet full-time teaching requirements:
6 or more hours per day
5 days per week
37 weeks per year

G. Substitute teaching in Columbus Public Schools if 120 days or more per year.

H. Degree person - recognize and give credit for industrial experience up to five (5) years.

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

904.07 Each full-time hourly professional employee shall be employed under a limited contract whose duration is at least equal to one (1) school year. Subject to the provisions of Article 401 and Section 704.03 of this Agreement, any such contract shall be deemed renewed for a like term at the negotiated salary unless, on or before a date that is ninety (90) calendar days before the ending date of such contract, the Board gives the full-time hourly professional employee employed thereunder written notice of its intention not to renew same.

904.08 A full-time hourly professional employee who is or becomes eligible for a continuing contract (as established by state law) shall be offered the next regular contract teaching vacancy (for which the teacher is certificated) after the teacher has provided the necessary documentation to the Personnel Office establishing such eligibility. If the teacher accepts the vacancy, he/she shall be granted a continuing contract. Rejection of the offered vacancy by the teacher shall permanently terminate the Board's obligation under this section to that teacher. A full-time hourly professional employee who is

or becomes certificated in a compulsory school age area may apply for a transfer to such compulsory school age area in keeping with provisions of this Agreement. If such transfer is allowed, such employee shall no longer be a full-time hourly employee.

Article 905
Pay for Extra Duties

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

A. After four (4) complete years of continuous service in an extra duty position, a teacher continuing in an extra duty position will be paid in accordance with *Step 2* so long as service is continuous. Continuous service shall not be transferable between *Group A* and *Group B*. Teachers providing service under two (2) or more supplemental contracts must provide continuous service under two (2) or more supplemental contracts in order to be eligible for *Step 2* under the additional contract(s).

B The Superintendent and the President of the Association each shall appoint three (3) persons to a joint committee by thirty (30) days following ratification of this Agreement. The committee shall make decisions by consensus to revise the percentages in the supplemental salary scale contained in this Section 905.01 above based on relative levels of responsibility and number of participants in the three (3) prior school years in the activities and sports. The joint committee shall make its recommendations as soon as reasonably possible. Its recommendations shall not increase the total cost of supplemental salaries and shall include the following supplemental duties: JV Golf, JV Tennis, Middle School Girls Volleyball, Middle School Softball and Middle School Baseball. (The total cost of supplemental salaries may increase through changes in the base salary on which supplementals are calculated.) The recommendations of the joint committee shall be implemented if approved in a written memorandum by the Superintendent and President of the Association.

Assignment	**Step 1**	**Step 2**
Group A	**(%)**	**(%)**
Senior Cheerleader Advisor A (15 hours)	7.23%	8.68%

Senior Cheerleader Advisor B (15 hours)	7.23%	8.68%
Senior Director, Instrumental Music (40 hours)	15.23%	18.13%
Senior Drill Team Advisor A (15 hours)	6.18%	7.18%
Senior Drill Team Advisor B (15 hours)	6.18%	7.18%
Senior Head Coach		
Boys' Baseball* (15 hours)	13.27%	16.17%
Boys' Basketball* (30 hours)	14.45%	17.35%
Boys' Cross Country (30 hours)	10.35%	12.35%
Boys' Football* (96 hours)	19.62%	22.51%
Boys' Soccer (30 hours)	10.35%	12.35%
Boys' Tennis (15 hours)	9.17%	11.17%
Boys' Track & Field* (15 hours)	13.27%	16.17%
Boys' Wrestling* (25 hours)	14.05%	16.95%
Girls' Basketball* (30 hours)	14.45%	17.35%
Girls' Cross Country (30 hours)	10.35%	12.35%
Girls' Gymnastics (25 hours)	9.95%	11.95%
Girls' Soccer (30 hours)	10.35%	12.35%
Girls' Softball* (15 hours)	13.27%	16.17%
Girls' Tennis (30 hours)	10.35%	12.35%
Girls' Track & Field* (15 hours)	13.27%	16.17%
Girls' Volleyball* (30 hours)	14.45%	17.35%
Golf (30 hours)	10.35%	12.35%
Swimming (25 hours)	9.95%	11.95%
Senior Assistant Coach		
Boys' Baseball (15 hours)	9.17%	11.17%
Boys' Football (96 hours)	15.52%	17.52%
Boys' Soccer (30 hours)	8.00%	10.00%
Boys' Track & Field (15 hours)	9.17%	11.17%
Girls' Soccer (30 hours)	8.00%	10.00%
Girls' Softball (15 hours)	9.17%	11.17%
Girls' Track & Field (15 hours)	9.17%	11.17%
Senior Reserve Coach		
Boys' Baseball (15 hours)	9.17%	11.17%
Boys' Basketball (30 hours) 10.35%	12.35%	
Boys' Soccer (30 hours)	8.00%	10.00%
Boys' Wrestling (25 hours)	9.95%	11.95%
Girls' Basketball (30 hours)	10.35%	12.35%
Girls' Soccer (30 hours)	8.00%	10.00%
Girls' Softball (15 hours)	9.17%	11.17%
Girls' Volleyball (30 hours)	10.35%	12.35%
Freshman Coach		
Boys' Baseball	6.00%	7.00%
Boys' Basketball	6.00%	7.00%
Boys' Track	6.00%	7.00%
Boys' Wrestling	6.00%	7.00%
Girls' Basketball	6.00%	7.00%
Girls' Softball	6.00%	7.00%
Girls' Track	6.00%	7.00%

Middle School Coach		
Boys' Basketball	6.00%	7.00%
Girls' Basketball	6.00%	7.00%
Soccer	6.00%	7.00%
Track	6.00%	7.00%
Middle School Assistant		
Soccer	5.00%	6.00%
Track	5.00%	6.00%

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

Assignment	**Step 1**	**Step 2**
Group B	**(%)**	**(%)**
Senior Yearbook Advisor (30 hours)	10.35%	12.35%
Elementary Lunchroom	8.00%	10.00%
Department Chairpersons	8.00%	10.00%
Middle School Activity/Intramural Directors (3)	8.00%	10.00%
Senior Class Advisor	8.00%	10.00%
Senior Drama (by production - 2 per year)	4.00%	5.00%
Senior Newspaper or Literary Publication (Limit 1)	4.00%	5.00%
Chess Club Advisor	4.00%	5.00%
Senior Vocal Music	3.50%	4.00%
Elementary Safety Patrol	3.50%	4.00%
Academic Decathlon, Academic League, Mock Trial (Limit 2)	2.80%	3.30%
Middle School Drama (by production - 1 per year)	2.00%	2.50%
Middle School Instrumental Music	2.00%	2.50%
Middle School Vocal Music	2.00%	2.50%
Columbus Educators of Tomorrow	2.00%	2.50%

905.02

A. The number of hours indicated in parenthesis after certain positions above represent hours worked in the supplemental position either prior to the opening of the school year, during the winter recess, during the spring recess or after the close of the school year. Included in the indexed rates of pay above is the supplemental hourly rate for such hours of service. Failure to perform such hours of service shall result in a corresponding reduction in pay for the supplemental service.

B. An instrumental music assistant shall be employed for forty (40) hours at the supplemental hourly rate of pay during the two (2) weeks prior to the opening of school to assist the senior director, instrumental music.

905.03 Teachers with the following extra duty responsibili-

ties shall not have more than six (6) daily assignments in addition to a registration period assignment:

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

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

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

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

905.04

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

Boys' Baseball - 15
Boys' Cross Country - 10
Boys' Tennis - 10
Boys' Track & Field - 15
Boys' Wrestling - 15
Girls' Cross Country - 10
Girls' Gymnastics - 7
Girls' Softball - 15
Girls' Tennis - 10
Girls' Track & Field - 15
Golf - 7
Swimming - 15
Volleyball - 12

1. In the event there are not enough participants for a boys' cross country coach and/or a girls' cross country coach, a co-ed cross country coach shall be authorized with a minimum of twelve (12) participants.
2. In the event there are more than twenty (20) par-

ticipants in swimming and a minimum of eight (8) boys and eight (8) girls, a head coach is authorized for both boys' swimming and girls' swimming.

3. In the event there are not enough participants to initially qualify for a head coach, the Director of Student Activities: may authorize the appointment of a coach; may authorize the appointment of a coach with a prorated salary based on number of participants and/or amount of season; or may seek alternative options for the students who wish to participate in a particular sport.
4. Students will not be counted in the minimum number of participants for more than one team during the same season. A student may participate in more than one sport in a season and must be listed on the OHSAA eligibility sheet for each sport in which they participate but cannot count as one of the minimum number in more than one sport.

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

Boys' Track & Field - 18
Girls' Track & Field - 18

A senior assistant soccer coach shall be authorized provided the number of participants exceed twenty-five (25). A senior assistant soccer coach and a senior reserve soccer coach shall be authorized provided the number of participants exceed thirty-five (35) and there is a reserve team which plays a regular schedule for the season.

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

Varsity team
three (3) senior assistant coaches
Varsity team and reserve or freshman team
four (4) senior assistant coaches
Varsity team and reserve team and freshman team
five (5) senior assistant coaches

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

Boys' Wrestling - 8
Boys' Baseball - 10
Girls' Softball - 10
Girls' Volleyball - 6

E. Freshman coaches, as provided in 905.01 above, shall be authorized provided there are enough freshman participants to field a team and play a regular schedule for the season. The minimum number of freshman participants, in addition to participants indicated in 905.04B and 905.04D above, in individual sports are as follows:
Boys' Track - 10
Boys' Wrestling - 10
Girls' Track - 10

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

G. A senior cheerleader advisor shall be authorized provided there are a minimum of eight (8) participants. A senior drill team advisor shall be authorized provided there are a minimum of eight (8) participants. The positions of senior cheerleader advisor A and B, and senior drill team advisor A and B are established to replace a single contract for either activity. A joint Association/Board committee shall be established to clearly delineate the division of the responsibilities for each supplemental contract. A single individual may hold both (a fall and winter) positions. Acceptance of either will count as a full year of service and shall not interrupt continuous service within Group A.

H. Additional reserve and assistant coaches may be added where the Board determines the need exists and provided pay is in accordance with Section 905.01 above. In the event the Board elects to initiate any additional ninth grade or middle school interscholastic sports activities, such shall be considered Group A assignments and shall be at a six (6) percent and seven (7) percent rate of pay.

I. Acceptance of a middle school activity/intramural director supplemental contract by physical education teachers shall be a condition of initial assignment and continued assignment of physical education teachers to middle schools. The number of middle school activity/intramural directors at a middle school shall

not be reduced below one (1).

J. There shall be six (6) department chairperson positions designated at each regular high school and the Alternative High School except that the position of department chairperson shall not be required where there are less than five (5) full-time equivalent teachers in a given department.

K. To be qualified to hold and fulfill a coach's supplemental contract, the coach's driving record (abstract) must be acceptable to the fleet insurer if the coach is required to drive as part of his supplemental responsibilities.

L. Teachers holding a supplemental contract for elementary safety patrol for the first time must attend an in-service program designated by the Director of Transportation prior to the beginning of the school year. Teachers who hold a contract for this duty and have previously held a contract for this duty must attend the in-service program at least once every four years, beginning July 1, 1996.

M. A chess club advisor shall be authorized provided there are a minimum of seven (7) team member and there is participation in all school and district matches and activities.

N. In the event that there are not enough participants for an individual, competitive, same season, sports team of both genders and no full or partial contract is appropriate for one gender:

1. The coach of the gender with adequate participants will provide supervision for the underrepresented gender to enter competitions previously scheduled together.
2. If the number of underrepresented gender brings the combined number of participants above the next threshold for a coaching position such as an assistant coach, that assistant position would be offered to the coach of the underrepresented gender without another posting. In this case, it would be anticipated that both genders would receive coaching.
3. If the number of participants before combination has resulted in an assistant coach under contract, then the contract status of the head coach and assistant coach shall remain in effect.

Article 906
School Psychologists

The work year for school psychologists shall be the regular school year and the regular contract salary shall be the amount indicated by the individual psychologist's placement on the teacher salary schedule. In addition, each school psy-

chologist shall be offered a supplemental contract for four (4) weeks of extended service - two (2) weeks immediately prior to and two (2) weeks immediately following the regular school year. The pay for such four (4) weeks shall be an amount equal to fifteen (15) percent of the 14-years experience step of the master's degree salary, prorated on a daily basis at the time such extended service is provided. The pay for service provided immediately prior to the school year shall be with the first plan A pay date during the school year, and the pay date for service provided immediately following the school year shall be the first summer school pay date. An extended work year, in addition to such four (4) weeks, is not prohibited on a voluntary basis.

Article 907
Transportation Mileage Rate

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

Article 908
Gainsharing

908.01 The term gainsharing as used in this contract is defined as a method of compensation or distribution of funds for the attainment of mutually developed goals and achievements towards the improvement of the education in Columbus City Schools on a building-by-building basis.

908.02 The Board shall set aside $2,174,000 for gainsharing payments in the 2006-07 school year (attributable to performance in 2005-06) and $2,174,000 in the 2007-08 school year (attributable to performance in 2006-07) to fund gainsharing and the Performance Advance System (PAS—Article 910). The amount to be used for gainsharing payments in **2006-07** and **2007-08** will be $2,174,000 **in each of those school years** minus the total amount of payments in the fall of **a particular** school year under Article 910#(PAS). **The Board shall not set aside any funds for or pay any gainsharing attributable to performance in 2004-05.**

Such amounts will be allocated to particular buildings within the District for their success in meeting goals based on criteria developed by a Joint Gainsharing Committee of CEA and Administration representatives. Gainsharing awards per teacher shall not exceed $1,500 per year. **Such committee shall consist of three members selected by the President of CEA and three members selected by the Superintendent. The development of such criteria shall be accomplished prior to January 15, 2001. The committee shall utilize consensus to arrive at the final findings and guidelines and to**

convey it to the appropriate administrator for the commencement of data collection and implementation. Such criteria will contain measurable objective goals including, but not limited to, graduation rates, student attendance, proficiency test scores, standardized test scores, reduction of disturbances to education. Achievement of adequate yearly progress (AYP) shall be a criterion that must be met for a building to qualify. **The Joint Committee shall also take into account factors that correlate with high needs, such as but not limited to, the number of students in a building on free or reduced lunch, the experience level of teachers, and student mobility. The joint committee will also recommend how gainsharing can be extended to teachers-on-special assignment. Guidelines for allocation as per the committee consensus shall be implemented.**

908.03 Specific details regarding the annual 908.02 goals to be attained in a given building, and the distribution/use of Gainsharing funds attained through the reaching of such goals, shall be determined by consensus in each building by the administrator and the ABC. Such issues with respect to teachers not assigned to a building shall be determined by the Joint Gainsharing Committee under Section 908.02 above. Goals for 2001-2002 shall be set not later than October 30, 2001. Gainsharing funds shall be available for distribution on November 30, 2002, based on success in meeting goals in 2001-2002 school year. Allocation of Gainsharing funds shall be determined by the administrator and ABC by consensus, whose decisions on allocations shall be final. The annual determination of goals and subsequent distribution of funds will thereafter repeat annually as per the preceding stated dates.

Article 909
National Board Certification Stipends

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

909.02 In addition to the stipend above, where a teacher

volunteers and agrees before March 1 to be assigned the next school year at the Superintendent's sole discretion, the Board shall pay an additional stipend of $1,500. This section 909.02 shall become effective for the 2001-2002 school year. In the event a teacher no longer desires to participate in this provision, such shall be conveyed to the Superintendent not later than the last day of February every year thereafter to take effect the following school year.

909.03 A teacher who completes the school year in compliance with Sections 909.01 or 909.02 above shall be paid the appropriate lump sum stipend(s) on the twenty-first pay date.

Article 910
Performance Advancement System

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

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

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

Article 911
Value Added

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

Chapter 1000

Article 1001
Definition of Tutors

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

Article 1002
Applicability

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

Article 1003
Tutor Contracts

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

1003.02 The parties shall meet promptly to mutually establish guidelines prior to the start of the 1992-93 school year regarding the assignment of hours, students, and buildings to SLD tutors. These guidelines shall take into consideration the current assignment patterns of experienced tutors, but shall be designed to ensure that changing needs of SLD students are met. In the event that some one-year tutor contracts that guarantee pay for five (5) hours per day for each full day for which teachers are paid assist in meeting these student needs, the awarding

of such contracts shall be incorporated into these guidelines. In the event some tutors receive such five-hour guarantee contracts they shall accrue two days personal leave per school year in accordance with all provisions of Section 702.12 and, be reimbursed at the transportation mileage rate as established in Article 907 if assigned to more than one school in a day.

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

Article 1004
Progress Reports

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

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

Article 1005
Sick Leave

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

Article 1006
Personal Leave for Tutors

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

Article 1007
Calamity Days

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

Article 1008
STRS Service Credit Reporting

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

day will be reported for each paid day regardless of the number of hours worked.

Article 1009
Insurance and Annuity Programs

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

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

1009.03 Election of the coverages must be made during the annual open enrollment period, not to end before November 30 for tutors. A tutor may not change coverages except during the annual enrollment period. If a tutor drops out of a program or misses his/her share of a monthly premium payment to the Board's Treasurer, that tutor cannot re-enroll until the next annual enrollment period.

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

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

ed in Article 1008 and who then become a category of bargaining unit membership other than an hourly rated tutor will not be subject to Article 806B of the Association/Board Agreement.

1009.06 To be eligible for a seventy-two (72) percent Board contribution to insurance as provided in Section 109.03(I)(18), the tutor (except for a tutor newly employed after October) must attain more than twenty-five (25) hours per full work week sometime during the period October and November and most likely will continue to render instruction as a tutor for more than twenty-five (25) hours per full work week for the balance of the school year. It does not mean the tutor must average a full twenty-five (25) hours per week for all work weeks during the school year. If a tutor is deemed eligible and later slips to twenty-five (25) or fewer hours per full work week, that tutor may continue to be provided insurance as set forth in this Article 1008 for the balance of that school year (through August), provided the reduction in hours was not through the tutor's choice, i.e., he/she chooses to drop pupils or declines additional pupils. To be eligible for and to continue such insurance, the tutor must continue to be a member of the bargaining unit as defined in Article 1001. Tutors who avail themselves with insurance coverage provided in Article 1008 and who then become a category of bargaining unit membership other than an hourly rated tutor will not be subject to Article 806B of the Association-Board Agreement.

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

Article 1010
Hourly Rate

Tutors shall be paid in accordance with the following rates:

A. Effective August 29, 2005:

Years of Experience	Hourly Rate
0, 1 or 2	$27.12
3, 4 or 5	28.08
6, 7 or 8	29.05
9 or more	30.01

B. Effective August 28, 2006:

Years of Experience	Hourly Rate
0, 1 or 2	$27.87
3, 4 or 5	28.85
6, 7 or 8	29.85
9 or more	30.84

C. Effective August 27, 2007:

Years of Experience	Hourly Rate
0, 1 or 2	$28.78
3, 4 or 5	29.79
6, 7 or 8	30.82
9 or more	31.84

"Years of Experience" means the number of consecutive years under contract as a tutor in Columbus Public Schools.

Article 1011
Salary Experience

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

Article 1012
Severance Pay

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

Accumulated Sick Leave	Percentage Applicable to the Specified Number of Days
0 - 400 hours	25%
>400 - 800 hours	30%
>800 - 1200 hours	35%
>1200 - 1600 hours	40%
>1600 hours	45%

Article 1013
Pay Plan Selection

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

Article 1014
Negotiations Procedures

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

Article 1015
Other Provisions

The following provisions of the current Agreement shall be considered to be a part of this Chapter 1000: 101, 102, 103, 104, 105, 106, 107, 108, 109.03, 110, 111, 112, 202.05, 401.17, 802, 810 (except 810.02B), 813, 901.13, Chapter 1400 (except 1401.03), Chapter 1500. ❑

Notes

Chapter 1100

Article 1101
Applicability

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

Article 1102
Latchkey Contracts

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

Article 1103
Assault Leave

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

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

Article 1104
Personal Leave

Beginning with the 2005-06 school year, latchkey teachers

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

Article 1105
Wages

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

Effective Date	Rate
August 29, 2005	$27.62
August 28,2006	28.38
August 27,2007	29.30

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

Article 1106
Stretch Pay

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

Article 1107
Insurance Programs

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

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

1107.03 All insurance benefits provided by this Agreement, if enrolled in by the employee, shall be effective September 1, 1998, based on enrollment between May 15 and May 31, 1998, and for newly employed latchkey teachers on the first day of the month following the second pay date in which the new employee works. Such benefits shall terminate on the last day of the month for which the employee has paid

for such coverage. Coverage for latchkey teachers electing disability insurance shall be in accordance with the coverage available to other Association bargaining unit(s).

Article 1108
Vacancy Postings

1108.01 Not later than May 20 of each year, the Supervisor of Early Childhood Education or designee will prepare a list of all known vacancies in latchkey teaching positions for the following school year. Vacancies to be identified shall be those vacancies after reorganization of the existing staff based on the anticipated needs for the following school year.
1108.02 Latchkey teachers desiring to be considered for such vacancies shall apply in writing on forms agreed to between the Board and the Association.
1108.03 Latchkey teachers will receive their assigned schools prior to latchkey orientation in August.
1108.04 Prior to a reassignment recommendation, a conference involving an administrator and latchkey teacher shall be conducted where the concerns may lead to such recommendation shall be discussed.

Article1109
STRS Payments

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

Article 1110
Professional Behavior

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

Article 1111
Other Provisions

The following provisions of the current Agreement shall be considered a part of this Chapter 1100: Articles 101, 102, 103, 104, 105, 106, 107,108, 109.01, 109.02 (A, B, and D), 109.03 (A-H, I (1-9 and 11–17), 109.06, 109.08, 109.11,

109.12, 110, 111, 112, 202.05, 403, 404.01, 404.06, 404.07, 701.01 (A, B, D), 701.02 (A, B, C), 701.03, 701.04, 701.05, 701.06 (A, B, C, and F), 802, 803, 804, 805, 810, 812, 815, 816, 901.13, Article 1401 except 1401.03 and 1401.06, and

Article 1112

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

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Chapter 1200

Article 1201
Instructional Support Substitutes

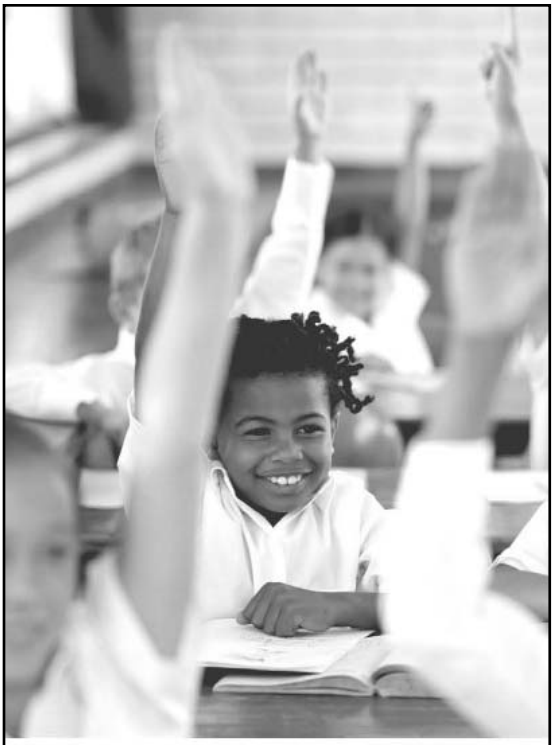
The Board, beginning with the 2000-01 school year, shall hire up to thirty (30) instructional support substitutes, who will be assigned as needed by the Superintendent or designee. These substitutes shall be bargaining unit members employed on one-year limited contracts that automatically expire at the end of the school year.

These substitutes shall be paid a per diem rate based on the BA-2 year's experience annual salary multiplied by seventy-five (75) percent divided by 178 workdays. The Board shall pay fifty (50) percent of the cost for enrollment in insurance under Articles 906, 807, 808, and 809.

These substitutes shall earn and may use three (3) days of paid leave for illness, injury, death in family, or personal reasons. The CEA and Board will cooperate in recruiting persons for employment as instructional support substitutes.

Other provisions of the current Agreement shall be considered to be part of this Chapter 101, 102, 103, 104, 105, 106, 107, 108, 109.03, 110, 111, 112, 202.05, 401.17, 802, 813, 901.13, 901.14, Chapter 1400 (except 1401.03), Chapter 1500.

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



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Chapter 1300

Article 1301

Columbus Public Schools
2005–2006 School Calendar

School Month	M	T	W	T	F	Holidays in School Year	Prof. Mtgs. & Records Day	Teacher-Parent Conference	Days of No School	No. of Days School Open
Aug 29-	△29	△30	31	1	2		2			
Sept. 23	○5	6	7	8	9	1				
	12	13	14	15	16					
First	19	20	21	22	23					17
Sept. 26	26	27	28	29	30					
Oct. 21	3	4	5	6	7					
	10	11	12	13	14					
Second	17	18	19	20	21		1			19
Oct. 24	24	25	26	27	28					
Nov. 18	31	1	2	3	4					
	7	8	9	10	11					
Third	14	15	16	17	18					20
Nov. 21	21	22	□23	○24	□25	1		1	1	
Dec. 16	28	29	30	1	2					
	5	6	△7	8	9					
Fourth	12	13	14	15	16					18
Dec. 19	19	20*	4	5	6	(*Winter recess - Dec. 21–Jan. 3 inclusive)				
Jan. 20	9	10	11	12	13					
	○16	17	18	19	20	1				14
Total	**(First Semester)**					3	3	1	1	88
Fifth	23	24	25	26	27					5
Jan. 30	30	31	1	2	3					
Feb. 24	6	7	8	9	10					
	13	14	15	16	17					
Sixth	□20	21	22	23	24			1		20
Feb. 27	27	28	1	2	3					
Mar. 24	6	7	8	9	10					
	13	14	15	16	17					
Seventh	20	21	22	23	24					20
Mar. 27	27	28	29	30	31					
Apr. 21	3	4	5	6	7					
	10	11	12	13*	□14				1	
Eighth	□17	□18	□19	□20	□21				5	14
Apr. 24	24	25	26	27	28					
May 19	1	2	3	4	5					
	8	9	10	11	12					
Ninth	15	16	17	18	19					20
May 22	22	23	24	25	26					
June 9	○29	30	31	1	2	1				
Tenth	5	6	7	8	9		1			13
Total	**(Second Semester)**					1	1	1	6	92
TOTAL	(Both Semesters)					4	4	2	7	180
	(Teacher Contract Year)									195

Symbols:

- ○ Holiday
- △ Professional Meeting/Records Day (pupils not in attendance)
- □ Days of No School
- ○ Parent Conference Day

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

*Schools will close 1/2 hour early. Members of the bargaining unit assigned to school buildings shall be permitted to leave immediately following pupil dismissal. All other members of the bargaining unit shall be dismissed one hour early. Early dismissal shall not be a reason for reduction in compensation.

NOTE: August 29 and August 30 shall be used for staff meetings and preparation for the initiation of the new school year and the new semester. October 21 is set aside as a day when each school principal and staff may plan for a staff development activity. Staff members would have an opportunity to plan, confer, consult or interact as a means of establishing an improved school atmosphere. Individual staff members are free, however, to attend the Capital Day rather than their own school staff function if they so choose. In schools where no staff development program is planned, the individual staff member must choose to participate in a staff development activity at the local building or some other designated place, approved by the principal, or to attend the Capital Day.

ARTICLE 1302
2005–2006 School Calendar

FIRST SEMESTER

Begins ..... Aug. 29, 2005
Professional Meeting ..... Aug. 29, 2005
Professional Meeting ..... Aug. 30, 2005
Students Report ..... Aug. 31, 2005
Kindergarten Orientation ..... Aug. 31–Sept. 1, 2005
Labor Day ..... Sept. 5, 2005
Capital Day ..... Oct. 21, 2005
Parent Conference Day ..... Nov. 23, 2005
Thanksgiving Holiday ..... Nov. 24, 2005
Thanksgiving Friday ..... Nov. 25, 2005
Schools Close ½ hour early for Winter Recess .. Dec. 20, 2005
Winter Recess ..... Wed. Dec. 21, 2005–Tues. Jan. 3, 2006
School Resumes ..... Jan. 4, 2006
Martin Luther King Day ..... Jan. 16, 2006
First Semester Ends ..... Jan. 20, 2006

SECOND SEMESTER

Begins ..... Jan. 23, 2006
Parent Conference Day ..... Feb. 20, 2006
Schools close ½ hour early ..... Apr. 13, 2006
Spring Recess ..... Friday, April 14–Sunday, Apr. 23, 2006
School Resumes ..... Apr. 24, 2006
Memorial Day ..... May 29, 2006
Last Day Student Attendance ..... June 8, 2006
Records Day ..... June 9, 2006
Second Semester Ends ..... June 9, 2006

Pay for Days Schools Are Not In Session

Aug. 29, 2005 ..... Professional Meeting
Aug. 30, 2005 ..... Professional Meeting
Sept. 5, 2005 ..... Labor Day
Oct 21, 2005 ..... Capital Day
Nov. 24, 2005 ..... Thanksgiving Holiday
Nov. 25, 2005 ..... Thanksgiving Recess
Jan. 16, 2006 ..... Martin Luther King Day
Apr. 14, 2006 ..... Spring Recess
Apr. 17, 2006 ..... Spring Recess
Apr. 18, 2006 ..... Spring Recess
Apr. 19, 2006 ..... Spring Recess
Apr. 20, 2006 ..... Spring Recess
Apr. 21, 2006 ..... Spring Recess
May 29, 2006 ..... Memorial Day
June 9, 2006 ..... Records Day

2005–2006 Bi-weekly Payroll and Deduction Schedule for Certificated A and B Plan Employees

Reporting Periods		Pay Dates			Deductions & Entitlements									
					Insurance, Annuities, TBS, OTTA & Bonds		Month of Insurance Coverage	Organizational Dues		Agency Fees		Charities*	
From	Through	Plan A		Plan B	A	B		A	B	A	B	A	B
Aug. 20	Sept. 2	Sept. 16		Sept. 16	1	1							
Sept. 3	Sept. 16	Sept. 30	(A)	Sept. 30	2	2	October						
Sept. 17	Sept. 30	Oct. 14	(B)	Oct. 14	3	3		1	1				
Oct. 1	Oct. 14	Oct. 28		Oct. 28	4	4	November	2	2				
Oct. 15	Oct. 28	Nov. 11		Nov. 11	5	5		3	3				
Oct. 29	Nov. 11	Nov. 25	(C)	Nov. 25	6	6	December	4	4			1	1
Nov. 12	Nov. 25	Dec. 9		Dec. 9	7	7	January	5	5			2	2
Nov. 26	Dec. 9	Dec. 22	(D)	Dec. 22	8	8		6	6			3	3
Dec. 10	Dec. 23	Jan. 6		Jan. 6	9	9	February	7	7			4	4
Dec. 24	Jan. 6	Jan. 20		Jan. 20	10	10		8	8	1	1	5	5
Jan. 7	Jan. 20	Feb. 3		Feb. 3	11	11	March	9	9	2	2	6	6
Jan. 21	Feb. 3	Feb. 17		Feb. 17	12	12		10	10	3	3	7	7
Feb. 4	Feb. 17	Mar. 3		Mar. 3	13	13	April	11	11	4	4	8	8
Feb. 18	Mar. 3	Mar. 17		Mar. 17	14	14	May	12	12	5	5	9	9
Mar. 4	Mar 17	Mar. 31	(E)	Mar. 31	15	15		13	13	6	6	10	10
Mar. 18	Mar. 31	Apr. 14		Apr. 14	16	16	June	14	14	7	7	11	11

Apr.	1	Apr.	14	Apr.	28	Apr.	28	17	17		15	15	8	8	12	12
Apr.	15	Apr.	28	May	12	May	12	18	18	July	16	16	9	9	13	13
Apr.	29	May	12	May	26	May	26	19	19		17	17	10	10	14	14
May	13	May	26	June	9	June	9	20	20	August	18	18	11	11	15	15
May	27	June	9	June	23	June	23	21	21	September	19	19	12	12	16	16
June	10	June	23	–		July	7		22			20				17
June	24	July	7	–		July	21		23			21				18
July	8	July	21	–		Aug.	4		24			22				19
July	22	Aug.	4	–		Aug.	18		25			23				20
Aug	5	Aug.	18	–		Sept.	1		26			24				

* Charities: United Way, UNCF and I Know I Can

(A) Tutors will receive their first pay on September 30, 2005. Deductions for insurance and annuities will be made from the 20 scheduled pays that remain.

(B) Statements will be sent to check locations.

(C) Statements will be sent to check locations.

(D) Statements will be mailed to home addresses.

(E) Statements will be mailed to home addresses.

NOTE: The open period for pay plan changes will be April 3 through August 31, 2006. The pay plan change form must be received in the Treasurer's Office by 5 p.m., September August 31, 2006. The teacher pay plan change form is available in the schools, from the payroll office or on the CPS Intranet.

When you give a little, you give a lot to help a deserving student go to college.

How your dollars work

$2/week
pays fees for one student for one semester

$4/week
pays fees for one student for one year

$7/week
pays the cost of books for one student for one semester

$15/week
pays the cost of books for one student for one year

$43/week
pays for room and board for one student for one semester

$135/week
pays the cost of tuition for one student for one year

Ask your HR administrator how you can automatically contribute to UNCF through payroll deduction and matching gifts.

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United Negro College Fund/UNCF
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Article 1304

Columbus Public Schools
2006–2007 School Calendar

School Month	M	T	W	T	F	Holidays in School Year	Prof. Mtgs. & Records Day	Teacher-Parent Conference	Days of No School	No. of Days School Open
Aug 28-	△28	△29	30	31	1		2			
Sept. 22	④	5	6	7	8	1				
	11	12	13	14	15					
First	18	19	20	21	22					17
Sept. 25	25	26	27	28	29					
Oct. 20	2	3	4	5	6					
	9	10	11	12	13					
Second	16	17	18	19	△20		1			19
Oct. 23	23	24	25	26	27					
Nov. 17	30	31	1	2	3					
	6	7	8	9	10					
Third	13	14	15	16	17					20
Nov. 20	20	21	□22	◯23	□24	1		1	1	
Dec. 15	27	28	29	30	1					
	4	5	6	7	8					
Fourth	11	12	13	14	15					17
Dec. 18	18	19*	3	4	5	(*Winter recess - Dec. 20–Jan. 2 inclusive)				
Jan. 19	8	9	10	11	12					
	⑮	16	17	18	19	1				14
Total	**(First Semester)**					3	3	1	1	88
Fifth	22	23	24	25	26					5
Jan. 29	29	30	31	1	2					
Feb. 23	5	6	7	8	9					
	12	13	14	15	16					
Sixth	□19	20	21	22	23					20
Feb. 26	26	27	28	1	2					
Mar. 23	5	6	7	8	9					
	12	13	14	15	16					
Seventh	19	20	21	22	23					20
Mar. 26	26	27	28	29	30					
Apr. 20	2	3	4	5*	□6				1	
	□9	□10	□11	□12	□13				5	
Eighth	16	17	18	19	20					14
Apr. 23	23	24	25	26	27					
May 18	30	1	2	3	4					
	7	8	9	10	11					
Ninth	14	15	16	17	18					20
May 21	21	22	23	24	25					
June 8	◯28	29	30	31	1	1				
Tenth	4	5	6	7	△8		1			13
Total	(Second Semester)					1	1	1	6	92
TOTAL	(Both Semesters)					4	4	2	7	180
	(Teacher Contract Year)									195

Symbols:

- ◯ Holiday
- △ Professional Meeting/Records Day (pupils not in attendance)
- □ Days of no School
- ◯ Parent Conference Day, all schools

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

*Schools will close 1/2 hour early. Members of the bargaining unit assigned to school buildings shall be permitted to leave immediately following pupil dismissal. All other members of the bargaining unit shall be dismissed one hour early. Early dismissal shall not be a reason for reduction in compensation.

NOTE: August 28 and August 29 shall be used for staff meetings and preparation for the initiation of the new school year and the new semester. October 20 is set aside as a day when each school principal and staff may plan for a staff development activity. Staff members would have an opportunity to plan, confer, consult or interact as a means of establishing an improved school atmosphere. Individual staff members are free, however, to attend the Capital Day rather than their own school staff function if they so choose. In schools where no staff development program is planned, the individual staff member must choose to participate in a staff development activity at the local building or some other designated place, approved by the principal, or to attend the Capital Day.

Article 1305
2006–2007 School Calendar

FIRST SEMESTER

Begins ..... Aug. 28, 2006
Professional Meeting ..... Aug. 28, 2006
Professional Meeting ..... Aug. 29, 2006
Students Report ..... Aug. 30, 2006
Kindergarten Orientation ..... Aug. 30–31, 2006
Labor Day ..... Sept. 4, 2006
Capital Day ..... Oct. 20, 2006
Parent Conference Day ..... Nov. 22, 2006
Thanksgiving Holiday ..... Nov. 23, 2006
Thanksgiving Friday ..... Nov. 24, 2006
Schools Close ½ hour early for Winter Recess .. Dec. 19, 2006
Winter Recess ..... Wed. Dec. 20–Tues. Jan. 2, 2007
School Resumes ..... Jan. 3, 2007
Martin Luther King Day ..... Jan. 15, 2007
First Semester Ends ..... Jan. 19, 2007

SECOND SEMESTER

Begins ..... Jan. 22, 2007
Parent Conference Day ..... Feb. 19, 2007
Schools close ½ hour early ..... Apr. 5, 2007
Spring Recess ..... Friday, April 6–Sunday, Apr. 15, 2007
School Resumes ..... April 16, 2007
Memorial Day ..... May 28, 2007
Last Day Student Attendance ..... June 7, 2007
Records Day ..... June 8, 2007
Second Semester Ends ..... June 8, 2007

Pay for Days Schools Are Not In Session

Aug. 28, 2006 ..... Professional Meeting
Aug. 29, 2006 ..... Professional Meeting
Sept. 4, 2006 ..... Labor Day
Oct. 20, 2006 ..... Professional Meeting
Nov. 23, 2006 ..... Thanksgiving Day
Nov. 24, 2006 ..... Thanksgiving Friday
Jan. 15, 2007 ..... Martin Luther King Day
Apr. 6, 2007 ..... Spring Recess
Apr. 9, 2007 ..... Spring Recess
Apr. 10, 2007 ..... Spring Recess
Apr. 11, 2007 ..... Spring Recess
Apr. 12, 2007 ..... Spring Recess
Apr. 13, 2007 ..... Spring Recess
May 28, 2007 ..... Memorial Day
June 8, 2007 ..... Records Day

2006–2007 Bi-weekly Payroll and Deduction Schedule for Certificated A and B Plan Employees

Reporting Periods		Pay Dates			Deductions & Entitlements									
					Insurance, Annuities, TBS, OTTA & Bonds		Month of Insurance Coverage	Organizational Dues		Agency Fees		Charities*	
From	Through	Plan A		Plan B	A	B		A	B	A	B	A	B
Aug. 19	Sept. 1	Sept. 15		Sept. 15	1	1							
Sept. 2	Sept. 15	Sept. 29	(A)	Sept. 29	2	2	October						
Sept. 16	Sept. 29	Oct. 13	(B)	Oct. 13	3	3		1	1				
Sept. 30	Oct. 13	Oct. 27		Oct. 27	4	4	November	2	2				
Oct. 14	Oct. 27	Nov. 10		Nov. 10	5	5		3	3				
Oct. 28	Nov. 10	Nov. 24	(C)	Nov. 24	6	6	December	4	4			1	1
Nov. 11	Nov. 24	Dec. 8		Dec. 8	7	7	January	5	5			2	2
Nov. 25	Dec. 8	Dec. 22	(D)	Dec. 22	8	8		6	6			3	3
Dec. 9	Dec. 22	Jan. 5		Jan. 5	9	9	February	7	7			4	4
Jan. 6	Jan. 19	Feb. 2		Feb. 2	10	10		8	8	1	1	5	5
Feb. 3	Feb. 16	Mar. 2		Mar. 2	11	11	March	9	9	2	2	6	6
Feb. 17	Mar. 2	Mar. 16		Mar. 16	12	12		10	10	3	3	7	7
Mar. 3	Mar. 16	Mar. 30		Mar. 30	13	13	April	11	11	4	4	8	8
Mar. 17	Mar. 30	Apr. 13		Apr. 13	14	14	May	12	12	5	5	9	9
Mar. 31	Apr. 13	Apr. 27	(E)	Apr. 27	15	15		13	13	6	6	10	10
Apr. 14	Apr. 27	May 11		May 11	16	16	June	14	14	7	7	11	11

Apr.	28	May	11	May	25	May	25	17	17		15	15	8	8	12	12
May	12	May	25	Jun.	8	Jun.	8	18	18	July	16	16	9	9	13	13
May	26	Jun.	8	Jun.	22	Jun	22	19	19		17	17	10	10	14	14
June	9	Jun.	22	Jul.	4	Jul.	4	20	20	August	18	18	11	11	15	15
June	23	July	6	Jul.	20	Jul.	20	21	21	September	19	19	12	12	16	16
July	7	July	20	–		Aug.	3		22			20				17
July	21	Aug.	3	–		Aug.	17		23			21				18
Aug.	4	Aug.	17	–		Aug.	31		24			22				19
Aug.	18	Aug.	31	–		Aug.	14		25			23				20
Sept.	1	Sept.	14	–		Sept.	28		26			24				

* Charities: United Way, UNCF and I Know I Can

(A) Tutors will receive their first pay on October 1, 2004. Deductions for insurance and annuities will be made from the 20 scheduled pays that remain.

(B) Statements will be sent to check locations on Thursday, October 14, 2004.

(C) Statements will be sent to check locations on Wednesday, November 24, 2004.

(D) Statements will be mailed to home addresses.

(E) Statements will be mailed to home addresses.

NOTE: The open period for pay plan changes will be June 1 through September 3, 2004. The pay plan change form must be received in the Treasurer's Office by 5 p.m., September 3, 2004. The teacher pay plan change form is available in the schools or from the payroll office.

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Article 1307

Columbus Public Schools
2007–2008 School Calendar

School Month	M	T	W	T	F	Holidays in School Year	Prof. Mtgs. & Records Day	Teacher-Parent Conference	Days of No School	No. of Days School Open
Aug 27-	△27	△28	29	30	31		2			
Sept. 21	③	4	5	6	7	1				
	10	11	12	13	14					
First	17	18	19	20	21					17
Sept. 24	24	25	26	27	28					
Oct. 19	1	2	3	4	5					
	8	9	10	11	12					
Second	15	16	17	18	△19		1			19
Oct. 22	22	23	24	25	26					
Nov. 16	29	30	31	1	2					
	5	6	7	8	9					
Third	12	13	14	15	16					20
Nov. 19	19	20	[21]	◯22	[23]	1		1	1	
Dec. 14	26	27	28	29	30					
	3	4	5	6	7					
Fourth	10	11	12	13	14					18
Dec. 17	17	18	19	20	21*	(*Winter recess - Dec. 22–Jan. 6 inclusive)				
Jan. 18	7	8	9	10	11					
	14	15	16	17	18					15
Total	**(First Semester)**					2	3	1	1	89
Fifth	◯21	22	23	24	25	1				4
Jan. 28	28	29	30	31	1					
Feb. 22	4	5	6	7	8					
	11	12	13	14	15					
Sixth	18	19	20	21	[22]			1		20
Feb. 25	25	26	27	28	29					
Mar. 21	3	4	5	6	7					
	10	11	12	13	14					
Seventh	17	18	19	20	[21]				1	19
Mar. 24	[24]	[25]	[26]	[27]	[28]				5	
Apr. 18	31	1	2	3	4					
	7	8	9	10	11					
Eighth	14	15	16	17	18					15
Apr. 21	21	22	23	24	25					
May 16	28	29	30	1	2					
	5	6	7	8	9					
Ninth	12	13	14	15	16					20
May 19	19	20	21	22	23					
June 6	◯26	27	28	29	30	1				
Tenth	2	3	4	5	△6		1			13
Total	(Second Semester)					2	1	1	7	91
TOTAL	(Both Semesters)					4	4	2	7	180
	(Teacher Contract Year)									195

Symbols:

- ◯ Holiday
- △ Professional Meeting/Records Day (pupils not in attendance)
- [ ] Days of no School
- ◯ Parent Conference Day, all schools

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

*Schools will close 1/2 hour early. Members of the bargaining unit assigned to school buildings shall be permitted to leave immediately following pupil dismissal. All other members of the bargaining unit shall be dismissed one hour early. Early dismissal shall not be a reason for reduction in compensation.

NOTE: August 27 and August 28 shall be used for staff meetings and preparation for the initiation of the new school year and the new semester. October 15is set aside as a day when each school principal and staff may plan for a staff development activity. Staff members would have an opportunity to plan, confer, consult or interact as a means of establishing an improved school atmosphere. Individual staff members are free, however, to attend the Capital Day rather than their own school staff function if they so choose. In schools where no staff development program is planned, the individual staff member must choose to participate in a staff development activity at the local building or some other designated place, approved by the principal, or to attend the Capital Day.

Article 1308
2007–2008 School Calendar

FIRST SEMESTER

Begins ..... Aug. 27, 2007
Professional Meeting ..... Aug. 27, 2007
Professional Meeting ..... Aug. 28, 2007
Students Report ..... Aug. 29, 2007
Kindergarten Orientation ..... Aug. 29–30, 2007
Labor Day ..... Sept. 3, 2007
Capital Day ..... Oct. 19, 2007
Parent Conference Day ..... Nov. 21, 2007
Thanksgiving Holiday ..... Nov. 22, 2007
Thanksgiving Friday ..... Nov. 23, 2007
Schools Close ½ hour early for Winter Recess ... Dec. 21, 2007
Winter Recess ..... Sat. Dec. 22–Sun. Jan. 6, 2008
School Resumes ..... Jan. 7, 2008
First Semester Ends ..... Jan. 18, 2008

SECOND SEMESTER

Martin Luther King Day ..... Jan. 21, 2008
Begins ..... Jan. 22, 2008
Parent Conference Day ..... Feb. 18, 2008
Schools close ½ hour early ..... Mar. 20, 2008
Spring Recess ..... Friday, Mar. 21–Sunday, Mar. 30, 2008
School Resumes ..... Mar. 31, 2008
Memorial Day ..... May 26, 2008
Last Day Student Attendance ..... June 5, 2008
Records Day ..... June 6, 2008
Second Semester Ends ..... June 6, 2008

Pay for Days Schools Are Not In Session

Aug. 27, 2007 ..... Professional Meeting
Aug. 28, 2007 ..... Professional Meeting
Sept. 3, 2007 ..... Labor Day
Oct. 19, 2007 ..... Professional Meeting
Nov. 22, 2007 ..... Thanksgiving Day
Nov. 23, 2007 ..... Thanksgiving Recess
Jan. 21, 2008 ..... Martin Luther King Day
Mar. 21, 2008 ..... Spring Recess
Mar. 24, 2008 ..... Spring Recess
Mar. 25, 2008 ..... Spring Recess
Mar. 26, 2008 ..... Spring Recess
Mar. 27, 2008 ..... Spring Recess
Mar. 28, 2008 ..... Spring Recess
May 26, 2008 ..... Memorial Day
June 6, 2008 ..... Records Day

2007–2008 Bi-weekly Payroll and Deduction Schedule for Certificated A and B Plan Employees

Reporting Periods		Pay Dates			Deductions & Entitlements								
					Insurance, Annuities, TBS, OTTA & Bonds		Month of Insurance Coverage	Organizational Dues		Agency Fees		Charities*	
From	Through	Plan A		Plan B	A	B		A	B	A	B	A	B
Aug. 18	Aug. 31	Sept. 14		Sept. 14	1	1							
Sept. 1	Sept. 14	Sept. 28	(A)	Sept. 28	2	October							
Sept. 15	Sept. 28	Oct. 12	(B)	Oct. 12	3	3		1	1				
Sept. 29	Oct. 12	Oct. 26		Oct. 26	4	4	November	2	2				
Oct. 13	Oct. 26	Nov. 9		Nov. 9	5	5		3	3				
Oct. 27	Nov. 9	Nov. 23	(C)	Nov. 23	6	6	December	4	4			1	1
Nov. 10	Nov. 23	Dec. 7		Dec. 7	7	7	January	5	5			2	2
Nov. 24	Dec. 7	Dec. 21	(D)	Dec. 21	8	8		6	6			3	3
Dec. 8	Dec. 21	Jan. 4		Jan. 4	9	9	February	7	7			4	4
Dec. 22	Jan. 4	Jan. 18		Jan. 18	10	10		8	8	1	1	5	5
Jan. 5	Jan. 18	Feb. 1		Feb. 1	11	11	March	9	9	2	2	6	6
Jan. 19	Feb. 1	Feb. 15		Feb. 15	12	12		10	10	3	3	7	7
Feb. 2	Feb. 15	Feb. 29		Feb. 29	13	13	April	11	11	4	4	8	8
Feb. 16	Feb. 29	Mar. 14		Mar. 14	14	14	May	12	12	5	5	9	9
Mar. 1	Mar 14	Mar. 28	(E)	Mar. 28	15		13	13	6	6	10	10	
Mar. 15	Mar. 28	Apr. 11		Apr. 11	16	16	June	14	14	7	7	11	11

Mar.	29	Apr.	11	Apr.	25	Apr.	25	17	17			15	15	8	8	12	12
Apr.	12	Apr.	25	May	9	May	9	18	18		July	16	16	9	9	13	13
Apr.	26	May	9	May	23	May	23	19	19			17	17	10	10	14	14
May	10	May	23	June	6	June	6	20	20		August	18	18	11	11	15	15
May	24	June	6	June	20	June	20	21	21		September	19	19	12	12	16	16
June	7	June	20	–		July	4		22				20				17
June	21	July	4	–		July	18		23				21				18
July	5	July	18	–		Aug.	1		24				22				19
July	19	Aug.	1	–		Aug.	19		25				23				20
Aug.	2	Aug.	15	–		Aug.	29		26				24				

* Charities: United Way, UNCF and I Know I Can

(A) Tutors will receive their first pay on October 1, 2004. Deductions for insurance and annuities will be made from the 20 scheduled pays that remain.

(B) Statements will be sent to check locations on Thursday, October 14, 2004.

(C) Statements will be sent to check locations on Wednesday, November 24, 2004.

(D) Statements will be mailed to home addresses.

(E) Statements will be mailed to home addresses.

NOTE: The open period for pay plan changes will be June 1 through September 3, 2004. The pay plan change form must be received in the Treasurer's Office by 5 p.m., September 3, 2004. The teacher pay plan change form is available in the schools or from the payroll office.

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Chapter 1400

Article 1401
Procedures for Professional Negotiations

1401.01 ***Exclusive Representative***

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

1401.02 ***Scope of Negotiations***

A. The scope of bargaining between the Board and the Association shall be as established by Section 4117.08 of the Ohio Revised Code. Section 4117.08 provides as follows:

Sec. 4117.08

(A) All matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement are subject to collective bargaining between the public employer and the exclusive representative, except as otherwise specified in this section.

(B) The conduct and grading of civil service examinations, the rating of candidates, the establishment of eligible lists from the examinations, and the original appointments from the eligible lists are not appropriate subjects for collective bargaining.

(C) Unless a public employer agrees otherwise in a collective bargaining agreement, nothing in Chapter 4117 of the Ohio Revised Code impairs the right and responsibility of each public employer to:

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;

4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the employer as a unit of government;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the public employer as a governmental unit. The employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. A public employee or exclusive representative may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

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

1401.03 ***School Calendar***

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

A. Pupil attendance days do not exceed 181

B. Teacher duty days do not exceed 185, including Central OEA/NEA Day.

C. The first teacher duty day is not prior to August 25, and the last teacher duty day is not after June 10, (the first teacher duty day shall not be prior to September 1, and the last teacher duty day shall not be after June 17 if the first teacher duty day begins after Labor Day)

D. A winter intermission starting before December 24 and

ending after January 1

E. Any such school calendar will also include:

1. Labor Day as a paid holiday
2. Thanksgiving and the Friday immediately following as paid holidays
3. Martin Luther King's observed birthday as a paid holiday
4. A spring intermission of six (6) paid school days of which five (5) shall be consecutive days
5. The observed Memorial Day as a paid holiday
6. 195 contract days

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

1401.04 Joint *Negotiation Committee*

No more than nine (9) representatives or designees of the Board, the Superintendent or his/her designated representative, and no more than ten (10) representatives named by the Exclusive Representative shall comprise a joint committee for the purpose of negotiating. All negotiations shall be conducted in executive session and exclusively between said representatives or designees. In addition, each team of representatives or designees shall be authorized to admit no more than two observers at one time to such meetings. Such observers, if any, shall be designated prior to each Joint Negotiation Committee meeting and shall be without the right to speak or to otherwise comment to either party during said meetings.

1401.05 *Good Faith Bargaining*

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

1401.06 *Days*

Days shall mean calendar days.

1401.07 *Meetings*

Negotiation Meetings - Upon written request of the Exclusive Representative made not less than fifteen (15) days and not more than thirty (30) days prior to March 15, the Board President or his/her designated representative shall call for the initial meeting of the Joint Negotiation Committee to take place not later than March 15, giving due notice of time and place. The purpose of this initial meeting shall be for establishing agen-

da items for subsequent meetings, and for the handling of administrative details. Thereafter, negotiations meetings shall be held at such times and places as are agreed to by the members of the Joint Negotiation Committee. Negotiation meetings shall be held as often as necessary between March 15 and June 1. In the event the members of the Joint Negotiation Committee are unable to reach agreement by June 1, negotiations shall be suspended for approximately forty-five (45) days. Negotiations shall resume after July 15.

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

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

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

1401.08 ***Exchange of Information***

The Board agrees to furnish the Exclusive Representative, upon written request, through a person designated by the Superintendent, with such relevant information as is currently available which will assist the Exclusive Representative before and during negotiations, before and during any impasse procedures, and during implementation of negotiated agreements. Likewise, the Exclusive Representative agrees to furnish the Board or their representatives, upon written request, such relevant information as is currently available before and during negotiations, before and during any impasse procedures, and during implementation of negotiated agreements.

1401.09 ***Consultants***

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

1401.10 ***Agreement***

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

1401.11 ***Impasse***

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

1401.12 ***Rights of Individuals and Minority Organizations***

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

Article 1402
Interim Negotiations

1402.01 If, during the term of this Agreement, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, which would invalidate any provision of this Agreement, the parties will meet to negotiate any necessary change in the Agreement relative to the affected provision within sixty (60) days by demand of either party.

1402.02 Upon written request of the Exclusive Representative, the Board President, or his/her designat-

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

1402.03 At the last negotiations meeting, the Joint Negotiation Committee will request the American Arbitration Association to submit to them a list of qualified arbitrators. The American Arbitration Association shall be instructed to submit the list within ten (10) days of the date of request. Within three (3) days of the receipt of such a list, the Board and the Exclusive Representative shall select the arbitrator by alternately striking names from the list submitted. The arbitration shall be held in accordance with the rules of the American Arbitration Association.

1402.04 There shall be no interim negotiations during the term of this Agreement except as provided in Section 1402.01 of this Article. In the event additional funds from the state require mandated raises for members of the bargaining unit, the salary increases herein provided shall be considered to be a result of such mandated raises and any such stipulated raises that require the Board to exceed the salary levels provided herein in any given year shall not result in increasing the salary levels provided in the succeeding year(s).

Article 1403
Reform Panel

1403.01 The Reform Panel shall facilitate the implementation of (a) initiatives directed at the improvement of teaching and learning conditions in the District, (b) requests for variances that may be submitted by school based shared decision-making cabinets, and (c) instructional and curricular recommendations that may be made by committees created by the panel. The panel shall operate as a joint committee as provided in Article 506 of this Agreement.

1403.02 The panel shall have the authority to grant and cancel variances to this Agreement and shall have the authority to require variances in practice in one or more schools. The panel may grant variances for a specific period of time; if not, the variances shall continue until

changed. School based shared decision-making cabinets may apply for renewal of variances which are scheduled to expire. Approval by the panel shall require a majority vote of the panel membership. Such approval shall not be unreasonably denied. Variances from this Agreement shall also require the approval of the Superintendent and Association President.

1403.03 All new programs or other initiatives approved by the panel which may result in variances in practice and all variances and all cancellations of variances approved by the panel shall be in writing and shall be signed by the panel chairperson, the Association President and the Superintendent. Any internal processing requirements by the separate parties prior to panel approval shall be left to the separate parties.

1403.04 The panel shall establish application forms and procedures for requesting variances. Such procedures must not require a majority vote by teachers in a building in support of the variance exceeding two-thirds (2/3). Such procedures must be consistent with this Agreement. In addition, to assist in the work of the panel, it shall form and direct committees, including a committee on state-mandated Competency Based Education. If a request for a variance has sufficient support from the building, the requested variance shall be added to the Reform Panel agenda for the next meeting.

1403.05 Notwithstanding Section 202.02 of this Agreement, if there is a panel-authorized shared decision-making cabinet in a school, the Association Building Council shall continue to perform the duties and functions of the ABC as provided in this Agreement, except when any of those duties and functions are assumed by such cabinet and the ABC has been so advised by the cabinet. In such a school the ABC shall be made up of the elected teacher members of the cabinet and the senior faculty representative, who shall serve on both. The cabinet shall have no authority with regard to the PAR Program.

1403.06 The panel shall begin operations with the ratification of this Agreement and shall continue in effect with full authority as provided herein and without regard to the term of this Agreement, until either party notifies the other in writing of its desire to terminate the panel. In the event of such notification, as with the PAR Panel, the authority of the Reform Panel shall be terminated thirty (30) days after such notification. All variances to this Agreement in effect at the time of termination shall be automatically canceled as shall all variances in practices required by the panel except those related to the

implementation of state-mandated Competency Based Education or other legally mandated programs.

1403.07 During the thirty (30) day period between notification of cancellation and termination, the panel shall make every effort to provide for an orderly transition period by attempting to minimize problems resulting from the cancellation of variances. The parties recognize that educational sensibility and personnel considerations will not permit some variances to be phased out during this thirty (30) day transition period. No later than the date of termination of the panel, the Board will provide the Association with a timeline for completing the cancellation of any variances that cannot sensibly be completed during the thirty (30) day transition period. In addition, representatives of the Board and Association shall meet promptly and as necessary to discuss such orderly transition and to determine if the parties wish to retain any of the variances. Any variances to this Agreement which the parties wish to maintain must be processed as amendments to this Agreement.

1403.08 The Reform Panel shall be co-chaired by the Association President, or designee, and the Superintendent, or designee. The Reform Panel shall be made up of an equal number of teacher representatives and administration representatives. ❑

Chapter 1500

Article 1501
Amendment Procedures

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

Article 1502
Applicable State Law

1502.01 In the event there is a conflict between a provision of this Agreement and any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, the applicable state or federal law or valid rule or regulation adopted by a federal or a state agency shall prevail as to that provision. All other provisions of this Agreement which are not in conflict with any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, shall continue in full force and effect in accordance with their terms.

1502.02 The Board and the Association agree that all items in this contract which supersede applicable state law and which may permissibly do so under Ohio Revised Code Section 4117 shall not be affected by this Article. Should any clause of this contract be held to be in violation of the law by a court of competent jurisdiction, then that clause of the contract shall be rendered null and void, but the remainder of the contract shall remain in full force and effect.

Article 1503
Duration of Agreement

This Agreement supersedes the Agreement which expired on December 31, 2004, and any amendments to such Agreement. This Agreement shall become effective at 12:01 a.m. on the day after it has been approved by action of the Board of Education, and shall continue in full force and effect until midnight, June 30, 2008. The terms of this Agreement are prospective only, except for salary and wage increases, which shall become effective as specified in particular Articles and Sections. ❑

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

Board of Education School Dist.
Columbus City
School District
by

Stephanie Hightower
President

Gene T. Harris
Superintendent

Craig Beckley, Human Resources
Executive Director of Human Resources

The Columbus
Education Association
by

Rhonda R. Johnson
President

Bruce Green
CEA Vice President

Dorothy G. Wilson
Chairperson

Richard Logan
Chief Negotiator

Part II

Memorandums of Agreement

Memorandum of Agreement on Article 211 between Columbus Public Schools and the Columbus Education Association (February 2006)

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

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

Memorandum of Agreement on Employee Separation Plan between Columbus Public Schools and the Columbus Education Association (January, 2006)

Whereas the Columbus Public Schools Board of Education passed a resolution on October 12, 2005, to offer to employees a Limited Separation Plan in response to budgetary and operational needs, the Columbus Public Schools Board of Education and the Columbus Education Association have agreed to enter into this Memorandum of Agreement modifying Article 810.02 (B) and Article 811 of the current collective bargaining agreement:

Article 810

Severance Pay

810.02 (B) Shall be modified such that the March 1 dead-

line specified shall be extended through the period of open enrollment during the one-time offering of the Limited Separation Plan (LSP) noted in Article 811. For those choosing to enroll in the LSP, the severance benefits described shall be combined with the separation incentive and paid out as described in the LSP Plan Document, a cash payout is not an option.

Article 811

Limited Separation Plan (LSP)

811.01 The Columbus Public Schools Board of Education is offering a Limited Separation Plan to staff in order to address budgetary and operational needs going into Fiscal Year 2007. Eligibility, timing requirements, and plan design benefits are contained in the LSP Plan Document as approved by the Board of Education, except as modified in Article 811.02-811.08. The Board's adoption and offering of the LSP is not an on-going contractual obligation.

811.02 Those completing forms by April 12, 2006 will have until April 19, 2006 to rescind their contracts in accordance with the Plan Document, after which time their enrollment becomes binding, irrevocable and enforceable by the Board of Education.

811.03 Individual teachers who enroll in the LSP enter into an agreement with the Board of Education to have their separation performed in accordance with the terms specified in the individual contract and as specified in the LSP Plan Document.

811.04 All teachers who enroll in the LSP agree to an irrevocable resignation effective on or before June 30, 2006, unless the district informs the teacher before May 31, 2006 of its intent to exercise the operational needs provision in the LSP extending the teacher's commitment for up to one year, while remaining eligible for the full benefits of the LSP in accordance with the Plan Document.

811.05 The district further intends not to rehire any teacher who resigns under the LSP except as may be required within areas of critical shortage and jointly agreed to by the Superintendent and the Association.

811.06 For those employees who provide evidence of 29 or 34 years of documented and funded service with STRS as of June 30, 2006, the district shall make available the opportunity for that employee to reach 30 or 35 years respectively and still be eligible for the full LSP benefit, provided the employee announces their effective retirement date during the open enrollment period.

811.07 In teaching areas where the number of participants exceed the number identified to be released by June 30, 2006, the most senior employees will have preference with

the exception of those participants identified in 811.06.

811.08 By mutual agreement, Administration and CEA can identify eligible participants for early departure outside of the limits and other parameters identified in this memorandum.

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

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

A. The duties and responsibilities of the lunchroom duty teacher shall continue to be the general supervision of pupils in the lunchroom. Lunchroom duty is exercised under the general supervision of the principal.

B. A supplemental contract shall be issued for one school year or the balance of a school year. The supplemental service may be provided by two teachers on a 50 percent basis for each. The lunchroom duty supplemental contract shall be administered in a manner consistent with Article 905 of the current Board/CEA Agreement. Pay shall be at the 8.00 % rate and shall be paid in two equal amounts on the thirteenth and twenty-first pay dates. The number of lunch periods necessary to accommodate the students in a building shall be determined by the principal. There shall be one supplemental contract for each lunch period (which may be shared by two teachers).

C. An Instructional Assistant(s), if assigned to lunchroom duty, will work in cooperation with and under the supervision of the lunchroom duty teacher. The number of assistants assigned will be determined by the principal. This program is not intended to reduce the assignment of assistants in the lunchroom.

D. Teachers accepting the lunchroom duty supplemental contract shall not claim a violation of Section 302.02 as a result of duties connected with such supplemental service.

E. Lunchroom duty teachers shall be included equally in number on the roster for duties assigned to other staff members. Supplemental contract lunchroom duty teacher(s) shall not be assigned other duties during the regularly scheduled lunch period.

F. Lunchroom supervision shall be rotated equally among the staff as a regular duty without extra pay when the paid lunchroom duty teacher is absent. In the event of

extended absence by the lunchroom duty teacher where there is not a shared contract, a second contract can be issued for the prorated amount with a corresponding reduction in the original contract. An extended absence is one that lasts or is expected to last 167 beyond one rotation of the staff on lunch duty.

G. Elementary principals will be promptly provided with a description of this program and directions regarding the securing of volunteers for the lunchroom duty supplemental contract. Principals will select a teacher(s) from among the volunteers and forward the name(s) for appointment. In the event there are no volunteers in a school, lunchroom supervision will continue to be assigned as an unpaid duty.

H. During the 1986-1987 school year, the Joint Committee will continue to monitor the program and will make whatever changes they determine are needed. Late in the school year, the Joint Committee will make recommendations to the Superintendent and the CEA President regarding any changes that should be made and specifically recommending continuation or termination of the lunchroom duty supplemental contractprogram. The Superintendent will discuss these recommendations with the CEA President prior to makinga decision regarding the continuation or termination of the program.

Signed by John E. Grossman for CEA
Signed by Charles C. Hall for the Board
Updated language agreed to on May 29, 2003 by Mary Thomas for the Board and Rhonda Johnson and Bob Buelow for CEA.

Memorandum of Agreement
Joint Committee on Evaluation
By September 15, 2003, the parties will create a joint committee to review and revise the evaluation procedures and forms by May 15, 2004, for implementation in the 2004-05 school year.
PAR Panel
The PAR panel will develop procedures for building principals to make interim reports to the PAR panel.

Memorandum of Understanding
Joint Committee on Sick Leave Bank
The catastrophic illness/injury joint committee under Section 701.07(B), by December 2004, will study and consider a sick leave bank.

Memorandum of Agreement
Health Insurance

A. Health insurance changes will be effective on September 1, 2003.
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B. By September 15, 2003, the parties will establish a joint committee to review the scope and extent of coverage of the health benefits plan(s), including consideration of the scope of coverage for other members of a teacher's household. The Committee will issue its report by May 15, 2004.

C. The *office visit copay* will be $15.

D. The *prescription drug copay* will be $10 for generic, $20 for preferred list brand and $30 for non-preferred list brand.

Memorandum of Agreement
Eight-Period Day in High Schools

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

Signed by Greg B. Scott for the Board
Signed by Richard L. Logan for CEA

Memorandum of Agreement

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

A. The objection filed with the State Employment Relations Board on behalf of the Columbus Board of Education with regard to the inclusion of tutors in the CEA bargaining unit will be withdrawn and no further objections, in any form, will be filed on behalf of the Board of

Education. Should SERB, at a future date, include tutors in the current teacher bargaining unit, the Board and CEA agree that bargaining after such inclusion between the Board and CEA will establish whatever contractual provisions are applicable to tutors and that none of the provisions of the August 25, 1986, Board/CEA Agreement will automatically apply to tutors.

B. The six full-time hourly professional employees currently teaching at the North Education Center in the daytime high school program will be offered regular teaching contracts for the 1986-87 school year. The board will not establish new full-time hourly positions in this program. The parties recognize that the work year for teachers in this program will be somewhat different from the regularly adopted school calendar. The total number of work days will not exceed the number in the adopted calendar.

Memorandum of Agreement

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

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

B. A committee will be formed to conduct a study and a pilot program designed to assess the desirability and feasibility of utilizing the supplemental contract approach to elementary school lunchroom supervision.

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

TO: The Columbus Education Association
FROM: Office of Contract Relations

SUBJECT: Citywide Program Delineation
Limited to Section 211.03 C-7 of the
Board/CEA Agreement
DATE: September 1, 1983 (amended June 3, 1992)
Elementary Field Librarians
Certified Librarians serving several assigned elementary schools.
(Note: Does not include catalog or resource librarians assigned to 17th Library)

Elementary School Counselors
Certified Guidance Counselors serving in public elementary schools regardless of funding.
(Note: Does not include NPSS Counselors)
School Social Workers
All visiting teachers
Professional Specialists
Professional specialists working in Evaluation Services
Special Education Consultants
(Separate programs as listed below)
A. *Hearing Handicapped*
B. *Orthopedically Handicapped*
C. *Visually Handicapped*
D. *Multiple-Severe Handicapped*
E. *Severe Behavioral Handicapped*
F. *Developmentally Handicapped*
G. *Specific Learning Disability*
Work Study Coordinators
(Separate programs listed below)
A. *Hearing Handicapped*
B. *Orthopedically Handicapped*
C. *Developmentally Handicapped*
School Nurses
(Note: Does include NPSS funded nurses)
Staff Development / Human Relations Psychologists
(Note: Does include NPSS funded)

Memorandum of Understanding
Discussions within the bargaining process during August, 1983, provided the following clarifications of the Board/CEA Agreement of September 1, 1983:
A.The Agreement does not provide just cause protection for a teacher who is nonrenewed in accordance with the procedures provided in Section 401.03.
B. With regard to the interpretation of Article 101, a cadet principal, released full time from a regular classroom teaching assignment, is not a member of the bargaining

unit.

C. Section 204.04 provides that full-time hourly-rated teachers and those members of the bargaining unit not assigned to a regular school staff shall have a regular work day not to exceed eight (8) hours. This language is interpreted to mean that full-time hourly-rated teachers do not have a lunch period included in such eight (8) hours. Teachers not assigned to a regular school staff have a lunch period included in such eight (8) hours so that such teachers' actual required work day shall not exceed seven and one-half (7 1/2) hours.

D. The change in Section 901.03 permits the combining of two (2) half-time years for one (1) year of salary experience credit, provided the years being combined occur after July 1, 1983. Such years may be combined even if they are separated by a leave, a break in service, or by a year of full-time service. Previously, the two years being combined had to be consecutive years of service.

Memorandum of Agreement

High School Task Force Recommendations

As a result of the High School Task Force report, the Board approved a variety of personnel staffing recommendations subject to financing and accommodation of the recommendations within the bargaining process. The parties agree that the staffing patterns included in these recommendations will be implemented, subject to the passage of an operating levy. The staffing levels will be determined by the Reform Panel.

Discipline Task Force Recommendations

The student discipline recommendations arising from the current Blue Ribbon Discipline Task Force and the Task Force on Discipline Intervention Strategies will be referred to the Reform Panel for review and possible implementation.

Teacher Interns

In the event a teaching intern program at a local university materializes and subject to passage of an operating levy, representatives of the parties will establish the hours, salaries and other terms and conditions of employment for Teacher Interns. The Reform Panel will oversee the implementation of the Teacher Intern program. It is agreed that Teacher Interns will be considered a CEA bargaining unit position. This Memorandum of Agreement entered into in connectionwith the settlement of a complete Agreement between the Columbus Education Association and the Columbus Board of Education effective June 26, 1989.

Memorandum of Agreement
All rates of pay established by the Board/CEA Agreement originally scheduled to expire August 27, 1989 which are in effect on the date of this memorandum shall continue in effect until modified by the Board/CEA Agreement which goes into effect on June 26, 1989.

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

A. In the event of the intact relocation of a full-time adult program, the teacher shall have the right to relocate with the program.
B. In the event a current full-time adult program is relocated and will include both adult and compulsory age students, the current full-time hourly teacher shall have first right to the teaching position if there is a vacancy.
C. Full-time hourly teachers who are relocated and assigned to teach classes of compulsory age students shall be given a regular teaching contract.
D. Full-time hourly teachers who are relocated and assigned to teach classes of adult students or classes including both adult and compulsory age students will be given a regular teaching contract if it is a school year program and will be given a full-time hourly contract if it is a calendar year program. In either case, the class load will be similar to what existed in the North High School adult program rather than the conventional high school or career center with compulsory age students.
E. All assignments above are subject to appropriate certification.
F. Full-time hourly teachers shall continue to have all rights provided in the Agreement.
This Memorandum of Agreement entered into in connection with the settlement of complete Agreement between the Columbus Education Association and the Columbus Board of Education effective June 26, 1989.

Memorandum of Agreement
Extra Kindergarten Conference Time
Full-time kindergarten teachers who teach two sections of regular half-day kindergarten and who conduct more than twenty-five (25) parent conferences in connection with the

scheduled fall parent conference day shall be granted one-half day additional released time in connection with the spring parent conference day for conducting parent conferences. The date for this extra half-day for parent conferences in the spring will be scheduled by the principal in consultation with the kindergarten teacher. The usefulness of this program will be monitored by the Reform Panel.

Elementary Special Education IEP Day
Elementary special education teachers will be given one (1) released day each school year to facilitate the completion of the IEPs in a timely manner. The released day is a regular work day and will be scheduled by the administration with prior notification of the date to the special education teachers. This Memorandum of Agreement entered into in connection with the settlement of a complete Agreement between the Columbus Education Association and the ColumbusBoard of Education effective June 26, 1989.

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

Parent Conference Days
High school/career center parent conference days will be piloted during the 1992-93 school year. The usefulness of this program will be monitored by the Reform Panel who will make recommendations for continuation or discontinuation of the program in future school years to the Superintendent. Additionally, the Reform Panel will monitor the placement of the second parent conference day on President's Day to make recommendations for the future placement of parent conference days to coincide with state holidays.

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

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

Alternative Schools
In the event the Board adopts a substantially different

student assignment plan, alternative school programs may be relocated, restructured, expanded, and/or eliminated as required by the Board adopted plan.

Evaluation Forms and Syllabus

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

Elementary Art, Vocal Music and Physical Education Programs

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

Job Postings

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

Community Education

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

Bargaining Unit Seniority

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

Cafeteria Premium Payment Plan

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

Payroll Deductions for Tutors

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

the Board's Treasurer by the first of each month of coverage. This Memorandum of Agreement entered into in connection with the settlement of a complete Agreement between the Columbus Education Association and the Columbus Board of Education effective June 27, 1992.

Memorandum of Agreement

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

Innovative Programs

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

Teacher Inservice

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

Notification of Eligibility of Continuing Contract

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

Adjustment to Comprehensive Major Medical Insurance Program

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

Distance Education

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

Professional Behavior

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

Letter of Understanding

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

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

Letter of Understanding
Teacher Retiring & Re-employment

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

1. New Employment Application

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

2. Teaching Experience & Salary Schedule Placement

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

3. Health Insurance

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

4. **Sick Leave**
   No sick leave carryover from previous employment shall be permitted.
5. **Severance Pay**
   No severance pay eligibility exists for rehired retirees.
6. **Individual Employment Contract**
   Retirees who are rehired shall be granted a limited teaching contract. Retirees shall not be eligible for continuing employment contracts after retirement.

MEMORANDUM OF UNDERSTANDING

Health Insurance Contributions

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

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

MEMORANDUM OF AGREEMENT

Early Separation Plan

The parties agree to offer an Early Separation Plan in the 2005-06 school year, similar to that offered in the 2003-04 school year. The minimum payable incentive shall be $50,000 and shall be made available to employees with a base annual salary of at least $60,000 in the 2005-06 contract year. Administration may limit participants to the number necessary to avoid layoffs and contingent upon staffing needs.

MEMORANDUM OF AGREEMENT

Funding of Deficit

1. The parties acknowledge that the District's health insurance fund is running a deficit. Part of that deficit is the result of the District's failure to make contributions to

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

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

Letter of Agreement

Implementation of CEA Contract Sections 208.11 and 401.02

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

Memorandum of Understanding
Professional Learning Community

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

COLUMBUS EDUCATION ASSOCIATION
COLUMBUS CITY SCHOOL DISTRICT BOARD OF EDUCATION

Memorandum of Understanding
District Forms

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

IF YOU'RE LOOKING FOR A SIGN, THIS IS IT.

United Way

United Way
of Central Ohio

PLEASE GIVE.

Your United Way contribution goes to work bringing lasting change, right where you live. Because that's what matters.™

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Part III

Association Building Council

Instructional Assistants

School Forms

Appraisal of the Professional

Association Building Council

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

The Role of Members of the Association Building Council

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

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

Article 202
Association Building Council

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

202.02 The Association senior faculty representative shall be a member of the Association Building Council. Except as provided otherwise in this Agreement, two other members of the ABC shall be elected by secret ballot of the teachers at a general staff meeting and the remaining two members of the ABC shall be appointed by the principal. Schools having more than thirty (30) teachers shall, at the request of either the senior faculty representative or the principal, elect one (1) additional ABC member and appoint one (1) additional ABC member as provided above, for every additional twenty (20) teachers or fraction thereof. All members shall serve by consent. The term of office shall be one school year.

The Association Building Council shall be advisory only and is intended to assist the principal and the school staff in developing policies and programs for the school involved.

The ABC shall assume the responsibility for being knowledgeable about matters in this Agreement which relate to its functions.

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

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

Article 204
Length of School Day

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

204.06

A. The lunch schedule for each elementary school shall be developed (if possible) by agreement between the principal and the Association Building Council. Absent an agreement

the final determination shall be made by the principal.

Article 205
Building Staff Meetings

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

Article 206
Teaching Environment and New Buildings

206.03 The expenditure of any profits realized from the above-mentioned vending machines shall be in accordance with guidelines established by the principal in consultation with the Association Building Council where the development of such guidelines are requested by the Association Building Council.

206.06 Where an extension telephone for the use of the professional staff is not presently available in a school building, one shall be installed upon request of the Association Building Council. The location of the extension telephone shall be determined by the principal. Such telephones may not be locked during the normal school day, nor teachers otherwise unreasonably inconvenienced in their use.

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

Article 208
Classroom Atmosphere

208.03 The principal, in consultation with his/her Association Building Council, will establish procedures for the administration of all forms of discipline within the school.

Article 211
Assignments and Transfers

211.01 Posting and Filling Vacancies

D. Vacancies will be filled utilizing the interview/selection process. The interview/selection panel in a building will consist of the principal, the senior faculty representative and one elected member of the Association Building Council,

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

Article 301
Class Size

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

Article 302
Teacher Class Load

302.05 Each elementary staff shall conduct a written ballot to determine whether there shall be one (1) or two (2) fifteen (15) minute recesses per day. The results of such ballot shall be posted on the school's bulletin board. In the event of a tie, the issue shall be decided by the principal. That status quo shall remain in effect in future school years unless the ABC or the principal calls for reconsideration. Reconsideration can only be called for once per school year. However, a change in that status quo can only be implemented after the first two work days of the regular school year with the principal's concurrence.

Article 303
Ability Grouping

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

Article 305

Special Education

305.03 The Association Building Councils at Alum Crest, Clearbrook, and Beatty Park schools shall develop and recommend to the principal a training program for their school aides.

Article 501
Annual Evaluation

The Association, through the Association Building Councils, shall have the right to make an evaluation of each school as to the professional environment, democratic procedures, teacher involvement and co-curricular programs in the school. This evaluation will be set forth on a form developed by the parties and administered during the month of February. The results of the survey will be submitted to the principal and school staff, the Superintendent and the

Association Office no later than April of each year. Handwritten comments solicited as a part of this evaluation will be typewritten before such comments are returned to the building. Reasonable safeguards will be taken to assure anonymity of the evaluators. During the 1997-1998 school year a joint committee will review the current building survey and make recommendations, if any, to the parties

Article 504
Teaching Aids

504.01 Nominees for textbook selection committees shall be elected by the teachers of the schools involved in the subject areas and grade levels affected. These elections shall be conducted at each school by the principal and the Association Building Council.

Article 601
Instructional assistants

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

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

Article 602
Volunteer Workers

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

Article 604
School Nurses

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

Article 908
Gainsharing

908.01 The term gainsharing as used in this contract is defined as a method of compensation or distribution of funds for the attainment of mutually developed goals and achievements towards the improvement of the education in Columbus City Schools on a building-by-

building basis.

908.02 The Board of Education shall set aside $1,200,000 for the 2001-2002 school year, $1,400,000 for the 2002-2003 school year, and $1,600,000 for the 2003-2004 school year, as funding of this Article. Such amounts will be allocated to particular buildings within the District for their success in meeting goals based on criteria developed by a Joint Gainsharing Committee of CEA and Administration representatives. Such committee shall be established not later than October 1, 2000 consisting of three members selected by the President of CEA and three members selected by the Superintendent. The development of such criteria shall be accomplished prior to January 15, 2001. The committee shall utilize consensus to arrive at the final findings and guidelines and convey it to the appropriate administrator for the commencement of data collection and implementation. Such criteria will contain measurable objective goals including, but not limited to, graduation rates, student attendance, proficiency test scores, standardized test scores, reduction of disturbances to education. The Joint Committee shall also take into account factors that correlate with high needs, such as but not limited to; the number of students in a building on free or reduced lunch, the experience level of teachers, and student mobility. The joint committee will also recommend how Gainsharing can be extended to teachers-on-special assignment. Guidelines for allocation as per the committee consensus shall be implemented.

908.03 Specific details regarding the annual 908.02 goals to be attained in a given building, and the distribution/use of Gainsharing funds attained through the reaching of such goals, shall be determined by consensus in each building by the administrator and the ABC. Such issues with respect to teachers not assigned to a building shall be determined by the Joint Gainsharing Committee under Section 908.02 above. Goals for 2001-2002 shall be set not later than October 30, 2001. Gainsharing funds shall be available for distribution on November 30, 2002, based on success in meeting goals in 2001-2002 school year. Allocation of Gainsharing funds shall be determined by the administrator and ABC by consensus, whose decisions on allocations shall be final. The annual determination of goals and subsequent distribution of funds will thereafter repeat annually as per the preceding stated dates.

Article 1403
Reform Panel

1403.05 Notwithstanding Section 202.02 of this

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

Values of Association Building Council

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

Use of Instructional Assistants

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

Guidelines

1. The function of an instructional assistant is to assist the teacher in the performance of his/her assigned duties. The term teacher is used as defined in section 3319.09 of the Revised Code to mean any certificated professional staff employee.
2. The duties and work schedule for instructional assistants should be flexible and the hours employed consistent with the needs of the particular school.
3. Instructional assistants assigned to a teacher to assist in the supervision of children shall, when the teacher is not immediately present, maintain the degree of control and discipline which would be maintained by that teacher. However, an educational aide may not render corporal punishment.
4. The activity of an instructional assistant shall at all times be under the direction and supervision of the teacher to whom assigned. In the event an instructional assistant is assigned to assist more than one teacher, the assignment shall be clearly delineated and so arranged that the instructional assistant shall never be subject to simultaneous supervision or direction by more than one teacher.

5. Instructional assistants shall have all rights, benefits and legal protection available to other non-certificated employees and shall be members of the School Employees Retirement System. Instructional assistants shall be compensated according to a salary plan adopted annually by the Board.
6. No person who is, or who has been employed as an instructional assistant shall divulge, except to the teacher to whom assigned, or the administrator of the school in the absence of the teacher to whom assigned, or when required to testify in a court of proceeding, any personal information concerning any pupil in the school district which was obtained or obtainable by the instructional assistant while so employed. Violation of this provision is grounds for disciplinary action or dismissal, or both.
7. A continuing evaluation procedure will be used to insure that both the professional and the aide are having needs met and description fulfilled.
8. Total responsibility for the employment, assignment, and/or the release from duty of instructional assistants shall rest with the local school administrator.
9. The responsibility for the allocation of instructional assistants shall rest with the Division of Administration.
10. The responsibility for the processing of records and personal data of the instructional assistant shall rest with the Division of Administration.
11. The responsibility for the processing of certification for the instructional assistant shall rest with the Division of Teacher Personnel.
12. Following the determination of the assignment and general job description of an instructional assistant and subject to supervision by the teacher's immediate administrative office, a teacher to whom an instructional assistant is assigned shall make all final determinations of the duties to be assigned to such aide.

Job Description

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

Qualifications

1. Proper qualifications and formal education to perform the tasks assigned.

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

Inservice Training

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

A. System-wide orientation
   1. Responsibilities
   2. Benefits
   3. Legal considerations
   4. Relationships with staff members, pupils and the public.
   5. Elements of child and adolescent psychology.
   6. Methods of control and supervision.
   7. Theories of learning.

B. School-wide orientation
   1. Use of the playground and playground equipment, and rules for playground games.
   2. Directions for entering and exiting the building.
   3. First-aid, caring for sick children, and helping with emergencies.
   4. Telephone procedures in order to insure good public relations.
   5. Information as to the location of all equipment and supplies.
   6. The operation of all audio-visual equipment, the kiln, and all office machines.

Role of Instructional Assistants

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

A. Assist with Instructional Activities

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

1. Assisting children in locating research material and in the selection of library books.

2. Administering the library or the Instructional Materials Center.
3. Giving special attention and help to a restless, upset or unmotivated child.
4. Assisting with drill or practice work.
5. Supervising small independent work or study groups.
6. Assisting the teacher in special demonstrations in such areas as science or art.
7. Assisting with games and physical education activities.
8. Helping the teacher supervise students on field trips.
9. Assisting teachers in administering standardized or teacher-made tests.
10. Helping pupils prepare for an assembly program.
11. Helping at snack time in the kindergarten.
12. Assisting kindergarten and primary age children with clothing.
13. Helping children with the care of plants and classroom pets.
14. Assisting in the organization of games on the playground before school begin, at recess, and at lunch.

B. Assist with Instructional-Related Activities
1. Preparing instructional materials - charts, graphs, transparencies, flash cards and games.
2. Preparing tapes of reading assignments for less-able children.
3. Helping to arrange interesting and inviting corners for learning: science, math, recreational reading.
4. Helping to set up special exhibits as science or social studies fairs.
5. Helping to prepare and organize materials for art activities and to care for paint, paste and clay and other art materials.
6. Helping load and unload the kiln.
7. Providing accompaniment for music classes or singing with children.
8. Keeping bulletin board and showcase displays current and neat.
9. Securing, setting up and operating audio-visual equipment.
10. Correcting standardized and objective tests.
11. Assisting and checking pupils' independent work.
12. Putting written work on the blackboard.

C. Assist with Routine Building Activities
1. Keeping attendance and homework records.
2. Assisting teachers with housekeeping duties and keeping storerooms tidy.
3. Assisting teachers in case of an accident or illness of a child.

4. Escorting children to and from various places in the building - assembly seating, picture taking, visits to nurse.
5. Assisting at doors and walkways at dismissal to prevent loitering and pupil contention.
6. Supervising lunchrooms, halls playgrounds, study halls, restrooms, and the loading and unloading of school buses with the understanding that an Aide shall at all times be under the direction of a teacher.
7. Helping in classrooms or special rooms during indoor recess.
8. Supervising playground clean-up and checking equipment for safety.
9. Assisting the teacher-supervisor of the School Patrol.
10. Helping with inventories of textbooks, physical education equipment, audio-visual equipment and educational materials.
11. Organizing and operating lost and found departments.
12. Acting as hostess to pre-school parents during health appraisals.
13. Helping with extra-curricular activities as student council, parties, or hobby groups.

D. Assist with Clerical Duties
1. Building up and filing resource materials for various teaching units.
2. Keeping and maintaining a folder of representative work on each child.
3. Setting up and maintaining seating charts.
4. Sending for free and inexpensive classroom material.
5. Keeping records of books children have read.
6. Collecting monies - lunch and milk money, PTA dues, pictures, classroom books, yearbooks, and magazines.
7. Assembling and distributing materials.
8. Operating the ditto, mimeograph and copy machines.
9. Recording names, addresses on absence cards, records, tests sheets, and grade cards.
10. Proofreading materials.
11. Typing ditto masters and stencils.
12. Checking and posting attendance.

E. Responsibilities the Instructional assistant Shall Not Perform
1. Making and maintaining the office records.
2. Making the monthly report.
3. Teaching a skill or concept.
4. Working on cumulative records, test profiles and registers.
5. Substituting for absent certificated employees.
Effective: 9/1/70

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Absence Certification Form (front)

MUST BE TYPED OR PRINTED IN BLACK OR BLUE INK

LAST NAME FIRST NAME MI SOCIAL SECURITY NUMBER

COLUMBUS PUBLIC SCHOOLS
REPORT OF EMPLOYEE ABSENCE

(This form must be signed and returned to your principal or immediate supervisor within three days from the last day of absence or three days after the close of a school year, whichever occurs first.)

DAILY EMPLOYEE'S ABSENCE

Date absence began (month) _____ (day) _____ (yr) _____ (time) _____

Last date of absence (month) _____ (day) _____ (yr) _____ (time) _____ Number of days _____

Assigned Building(s) _____ a.m. _____ p.m.

(Example: If a teacher is assigned to different buildings on the day of absence, separate forms must be completed at each location.)

HOURLY EMPLOYEE'S ABSENCE

Date absence began (month) _____ (day) _____ (yr) _____ (time) _____

Last date of absence (month) _____ (day) _____ (yr) _____ (time) _____ Number of hours _____

Dual Position Titles: _____ a.m. _____ p.m.

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

REASON FOR ABSENCE

____ **Sick Leave**

____ **Personal Illness** With my signature below, I hereby authorize any doctor or hospital to show my medical and/or hospital records to the physician of the Board of Education in case of claimed absence in excess of five days a year, where the validity of such has been challenged by the Board. (Complete section "A" on back of canary copy if applicable.)

____ **Work-Related Injury** (Submit an accident report to the Treasurer's Office within two business days of injury.)

(If available, Workers' Compensation Claim Number _____)

____ **Family Illness: Relationship** _____ (Complete section "B" on back of canary copy if applicable.)

____ **Family and Medical Leave Act (FMLA)** (Requires approval by Personnel.)

____ **Death in Family: Relationship** _____ (See applicable section of the Agreement.)

____ **Personal Leave** I understand that the signing and filing of this record shall be a certification by me that said personal leave was not used for one of the reasons prescribed below, and that the filing of a false statement by me shall be considered as grounds for disciplinary action in such form and manner as the Board of Education may deem advisable. The following do not constitute valid reasons for the use of personal leave: (1) Gainful employment, or (2) Any activity in connection with a strike, "study day," "professional holiday," or any other work stoppage, or any concerted action related to such activities.

____ **Vacation**

____ **Other** (Requires pre-approval by Personnel.)

____ **Jury Duty** ____ **Assoc/Union Leave** ____ **Professional Leave** ____ **SL Donation**

____ **Military** ____ **Staff Development** ____ **Religious** ____ **LWOP**

Comments _____

SIGNATURES

Supervisor _____ **Phone** _____ **Bldg** _____

Employee _____ **Phone** _____ **Bldg** _____

White – Payroll Office **Canary – Payroll Office** **Pink – School/Department** **Gold – Employee**

CPS CATALOG #200370 (REV. 5/02)

Absence Certification Form (front)

A. If absence was due to personal illness and medical attention was received, the name and address of the attending physician and the date(s) he/she was consulted must be furnished below.

Name of the consulting physician _____

Address of the consulting physician _____

_____

Date(s) of consultation _____

****

B. If absence due to illness in family exceeds three (3) consecutive days (certificated) or five (5) consecutive days (classified) during which the employee would normally be on duty, said employee shall have an attending physician complete and sign the following certificate. (See applicable section of the agreement)

PHYSICIAN'S CERTIFICATE

Date _____

This is to certify that I have been in attendance for the illness of _____

who has been under my care for _____ and who is the _____

Nature of Illness Relationship

of the employee filling this report, and that it was necessary for said employee to be absent from his/her regular duties to assist in the care of the patient named above.

_____ M.D., D.O.

Signature of Attending Physician

Absence Certification Form (back)

COLUMBUS PUBLIC SCHOOLS
HUMAN RESOURCES

NOTIFICATION OF ELIGIBILILTY FOR CONTINUING CONTRACT

Name: _____
Date: _____
School: _____
Social Security Number: _____

In accordance with CEA Contract Article 401.16, to be eligible to receive a continuing contract, you MUST have the following:

CERTIFICATION

- A five-year professional license, eight-year professional certificate or a permanent certificate shall be on file in Human Resources. The certificate/license should be received in Human Resources on or before March 4, 2005.

EXPERIENCE

- At the conclusion of this school year, you must have completed three years of successful Columbus teaching experience within the last five years OR if you previously had a continuing contract in Columbus or another Ohio district, you must have completed two successful years of Columbus experience.

UNDER THE NEW LICENSING STANDARDS YOU MUST ALSO MEET THE FOLLOWING COURSEWORK REQUIREMENT

- If you hold a master's degree at the time of initially receiving a teacher's certificate/license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license is required.

- If you do not hold a master's degree at the time of initially receiving a teacher's certificate/license, thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license is required.

If you believe that you will be completing the requirements making you eligible for a continuing teacher contract for the 2005-06 school year, you must return this notification with transcripts (showing requisite coursework has been met), to Mira Wright, Director, Human Resources Administration, 270 E. State Street, by March 4, 2005. If you have questions on eligibility requirements, please contact Cheryl Creamer, 365-5658.

ccform01-05

The section below will be returned to you upon receipt of this notification.

FOR HUMAN RESOURCES USE ONLY

Continuing Contract Notification Received From:

_____ Date: _____

Location: _____

Received by: _____

BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT
COLUMBUS, OHIO
TEACHER'S CONTINUING CONTRACT

Agreement between the Board of Education of the City School District of Columbus, Ohio, herein referred to as "Board" and . herein referred to as "Teacher", pursuant to a Resolution duly adopted by the Board on .

WHEREAS, the Superintendent of Schools has recommended the employment of the Teacher under a Continuing Contract and the Board has approved such recommendation;

NOW, THEREFORE, the parties to this Agreement for and in consideration of their mutual promises, do hereby agree as follows:

1. The Board hereby enters into a Continuing Contract with the Teacher for the school year 2005-2006 and continuing until said contract is terminated or suspended as provided by law, and fixes the salary of the Teacher at the rate of $ per year, or a proportional part of this sum for such portion of the year served, in accordance with the salary schedule set forth in the currently effective Master Agreement between the Board and the Columbus Education Association or as it may be amended during the duration of this contract. All payments of salary hereunder shall be made in accordance with one of the pay plans prescribed by the Board as selected by the Teacher.
2. The Teacher agrees to teach in the service of the Board for the aforesaid school year, consisting of 195 days as provided in the Master Agreement between the Board and the Columbus Education Association, and such succeeding school years consisting of the agreed number of days, during the continuation of this contract.
3. The appointment made hereby is subject to the right to transfer the Teacher from grade to grade, from school to school, and from one ranking to another, whenever the good the service may require, subject to the above mentioned Master Agreement. The Teacher also agrees to be subject to and abide by all the rules and regulations of the Board now in effect and such rules and regulations as may be amended or adopted by the Board during the term of this contract, subject to the terms of the Master Agreement between the Board and the Columbus Education Association. The Teacher and the Board agree to abide by all applicable provisions of the Ohio Revised Code now in effect and such provisions as may be amended or enacted during the term of this contract.
4. The appointment made hereby is open for acceptance by the Teacher for a period of fifteen (15) days from the date of execution by the Treasurer. Failure to execute and return this agreement within the allotted time will be considered a declination.
5. This individual contract is made pursuant to and subject to all other terms and conditions of the above-mentioned Master Agreement.

BOARD OF EDUCATION OF THE CITY
SCHOOL DISTRICT OF COLUMBUS, OHIO

President
Treasurer

Date: , 2003

Teacher Date

Please sign this copy and return to: Payroll Office
Board of Education, 270 E. State Street, Columbus, Ohio 43215
Retain a copy for your records

BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT
COLUMBUS, OHIO

CONTINUING TUTOR CONTRACT

Agreement between the Board of Education of the City School District of Columbus, Ohio, herein referred to as "Board", and «EMPLOYEE» herein referred to as "Tutor", pursuant to a Resolution duly adopted by the Board on «BOARDDATE».

WHEREAS, The Superintendent of Schools has recommended the employment of the Tutor under a continuing contract and the Board has approved such recommendation;

NOW THEREFORE, the parties to this agreement for and in consideration of their mutual promises, do hereby agree as follows:

1. The Board does hereby enter into a Continuing Tutor Contract with the Tutor for the school year «YEAR» and continuing until such contract is terminated or suspended as provided by law, for the guaranteed and required number of potential _____ hours per week as assigned by an appropriate administrator, and fixes the hourly rate of pay of the Tutor at $«RATE» per hour as provided in the Master Agreement between the Board and the Columbus Education Association. The salary will be paid in accordance with salary schedules adopted by the Board and in effect at the time service is performed and will be only for services actually performed.

2. The appointment made hereby is open for acceptance for a period of fifteen (15) days from the date of execution by the Treasurer. Failure to execute and return this agreement within the allotted time will be considered a declination.

3. The appointment made hereby is subject to the right to adjust the assigned hours of work and to reassign the Tutor whenever the good of the service may require, subject to the terms of the above mentioned Master Agreement.

4. The Tutor agrees to provide services to the Board of Education of the City School District of Columbus, Ohio, for the aforesaid period, and further agrees to abide by the rules and regulations of the Board now in effect and such rules and regulations as may be amended or adopted during the term of this contract.

5. This individual contract is made pursuant to and subject to all relevant terms and conditions of the above mentioned Master Agreement.

BOARD OF EDUCATION OF THE CITY SCHOOL
DISTRICT OF COLUMBUS, OHIO

President

Treasurer

Issue Date: «ISSUEDATE»

_____
Tutor Date

TUTRCNTN:rl
(DATAFILE/TUTR)

Please sign this copy and return to: Payroll Office
Board of Education, 270 E. State Street, Columbus, Ohio 43215

Limited Contract
Full-Time Hourly Personnel

BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT
COLUMBUS, OHIO

FULL-TIME HOURLY PROFESSIONAL EMPLOYEE'S LIMITED CONTRACT

Agreement between the Board of Education of the City School District of Columbus, Ohio, herein referred to as the "Board", and _____herein referred to as "Employee", pursuant to a Resolution duly adopted by the Board on _____.

WHEREAS, the Superintendent of Schools has recommended the employment of the Teacher for not to exceed one (1) year and the Board has approved such recommendation;

NOW THEREFORE, the parties to this agreement for and in consideration of their mutual promises, do hereby agree as follows:

1. The Board does hereby enter into a Limited Contract with the Employee for the period commencing 2005-2006 consisting of 195 days as provided in the Master Agreement between the Board and the Columbus Education Association, and fixes the salary of the teach at the rate of $_____ per hour, or a proportional part of this sum for such portion of the year served, in accordance with the salary schedule set forth in the aforementioned Master Agreement as it exists or as it may be amended during the duration of this contract. Payment shall be made in accordance with one of the pay plans prescribed by the Board as selected by the Teacher.
2. The appointment made hereby is open for acceptance for a period of fifteen (15) days from the date of execution by the Treasurer. Failure to execute and return this agreement with the allotted time will be considered a declination.
3. The appointment made hereby is subject to the right to transfer the Teacher from grade to grade, from school to school, and from one ranking to another, whenever the good the service may require, subject to the terms of the above-mentioned Master Agreement.
4. This individual contract is made pursuant to and subject to all relevant terms and conditions of the above mentioned Master Agreement.
5. The Teacher agrees to teach in the service of the Board for the aforesaid school year, and further agrees to abide by the rules and regulations of the Board now in effect and such rules and regulations as may be amended or adopted during the term of this contract, subject to the terms of the Master Agreement between the Board and the Columbus Education Association. The Teacher and the Board agree to abide by all applicable provisions of the Ohio Revised Code now in effect and such provisions as may be amended or enacted during the term of this contract.
6. The Teacher hereby states the following as material representations inducing the Board to enter into this contract and agrees to provide acceptable proof of the same prior to commencing service under this contract unless otherwise provided:

(A) is the holder of a valid Ohio teaching certificate
(B) is the holder of a B.S. including 150 semester hours of M.A. degree and has submitted a complete official transcript of teaching training credits to the Board.
(C) is in a satisfactory state of health and is free from any communicable disease to the teacher's knowledge.
(D) has provided the Board with an Ohio State Teacher's Retirement System Membership Record
(E) Has completed and delivered to the Board a Form W-4 for federal income tax purposes and Form IT-4 for Ohio income tax purposes.
(F) will file with the Board an official transcript of any additional work take DURING THE PRECEDING SCHOOL YEAR, INCLUDING SUMMER SCHOOL, NOT LATER THAN SEPTEMBER 15, DURING THE TERM HEREOF.
(G) is not under contract to serve elsewhere during any portion of the term of this contract

BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF COLUMBUS, OHIO

President
Treasurer

Date:

Teacher

Date

Please sign this copy and return to: Payroll Office
Board of Education, 270 E. State Street, Columbus, Ohio 43215
Retain a copy for your records

FTHLMTD.jg

Limited Contract
Full-Time Hourly Personnel

Limited Contract
Instructional Support Substitutes

BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT
COLUMBUS, OHIO

INSTRUCTIONAL SUPPORT SUBSTITUTE TEACHER'S LIMITED CONTRACT

Agreement between the Board of Education of the City School District of Columbus, Ohio, herein referred to as the "Board" and _____ _____ herein referred to as "Teacher", pursuant to a Resolution duly adopted by the Board on _____

WHEREAS, the Superintendent of Schools has recommended the employment of the Teacher for not to exceed one (1) year and the Board has approved such recommendation;

NOW THEREFORE, the parties to this agreement for and in consideration of their mutual promises, do hereby agree as follows:

1. The Board does hereby enter into a Limited Contract with the Teacher for the school year 2005-2006 consisting of 178 days as provided in the Master Agreement between the Board and the Columbus Education Association, and fixes the salary of the Teacher at the rate of $_____ per day in accordance with the salary schedule set forth in the aforementioned Master Agreement as it exists or as it may be amended during the duration of this contract. Payment shall be made in accordance with the pay plan prescribed by the Board.
2. Acceptance of appointment shall be made within 15 days from the date of execution by the Treasurer. Failure to execute and return this agreement with the allotted time will be considered a declination.
3. This individual contract is made pursuant to and subject to all relevant terms and conditions of the above mentioned Master Agreement.
4. The Teacher agrees to teach in the service of the Board for the aforesaid school year, and further agrees to abide by the rules and regulations of the Board now in effect and such rules and regulations as may be amended or adopted during the term of this contract, subject to the terms of the Master Agreement between the Board and the Columbus Education Association. The Teacher and the Board agree to abide by all applicable provisions of the Ohio Revised Code now in effect and such provisions as may be amended or enacted during the term of this contract.
5. The Teacher hereby states the following as material representations inducing the Board to enter into this contract and agrees to provide acceptable proof of the same prior to commencing service under this contract unless otherwise provided:

(A) is the holder of a valid Ohio teaching certificate.
(B) is the holder of a B.S.,B.S including 150 semester hours or M.A. degree and has submitted a complete official transcript of teaching training credits to the Board.
(C) is in a satisfactory state of health and is free from any communicable disease to the teacher's knowledge.
(D) has provided the Board with an Ohio State Teacher's Retirement System Membership Record.
(E) has completed and delivered to the Board a Form W-4 for federal income tax purposes and Form IT-4 for Ohio income tax purposes.
(F) will file with the Board an official transcript of any additional work taken DURING THE PRECEDING SCHOOL YEAR, INCLUDING SUMMER SCHOOL, WITHIN 30 DAYS OF THIS AGREEMENT.
(G) is not under contract to serve elsewhere during any portion of the term of this contract

BOARD OF EDUCATION OF THE CITY
SCHOOL DISTRICT OF COLUMBUS, OHIO

President

Treasurer

Date:

Teacher _____ Date _____

Please sign this copy and return to: Payroll Office
Board of Education, 270 E. State Street, Columbus, Ohio 43215
Retain a copy for your records

Limited Contract
Instructional Support Substitutes

BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT
COLUMBUS, OHIO
TEACHER'S LIMITED CONTRACT

Agreement between the Board of Education of the City School District of Columbus, Ohio, herein referred to as "Board" and «Last_Name» «First_Name» herein referred to as "Teacher", pursuant to a Resolution duly adopted by the Board on «Board_Date».

WHEREAS, the Superintendent of Schools has recommended the employment of the Teacher for not to exceed one (1) year and the Board has approved such recommendation;

NOW **THEREFORE**, the parties to this agreement for and in consideration of their mutual promises, do hereby agree as follows:

1. The Board does hereby enter into a Limited Contract with the Teacher for the school year «Fiscal_Year» consisting of 195 days as provided in the Master Agreement between the Board and the Columbus Education Association, and fixes the salary of the Teacher at the rate of $«Salary» per year, or a proportional part of this sum for such portion of the year served, in accordance with the salary schedule set forth in the aforementioned Master Agreement as it exists or as it may be amended during the duration of this contract. Payment shall be made in accordance with one of the pay plans prescribed by the Board as selected by the Teacher.
2. The appointment made hereby is open for acceptance for a period of fifteen (15) days from the date of execution by the Treasurer. Failure to execute and return this agreement within the allotted time will be considered a declination.
3. The appointment made hereby is subject to the right to transfer the Teacher from grade to grade, from school to school, and from one ranking to another, whenever the good of the service may require, subject to the terms of the above-mentioned Master Agreement.
4. This individual contract is made pursuant to and subject to all other terms and conditions of the above mentioned Master Agreement.
5. The Teacher agrees to teach in the service of the Board of Education of the City School District of Columbus, Ohio, for the aforesaid school year, and further agrees to abide by the rules and regulations of the Board now in effect and such rules and regulations as may be amended or adopted during the term of this contract, subject to the terms of the Master Agreement between the Board and the Columbus Education Association. The Teacher and the Board agree to abide by all applicable provisions of the Ohio Revised Code now in effect and such provisions as may be amended or enacted during the term of this contract.
6. The Teacher hereby states the following as material representations inducing the Board to enter into this contract and agrees to provide acceptable proof of the same prior to commencing service under this contract unless otherwise provided:

(A) is the holder of a valid Ohio teaching certificate
(B) is the holder of a BS, BS including 150 semester hours, or a MA degree and has submitted a complete official transcript of teaching training credits to the Board.
(C) is in a satisfactory state of health and is free from any communicable disease to the teacher's knowledge.
(D) has provided the Board with an Ohio State Teacher's Retirement System Membership Record
(E) Has completed and delivered to the Board a Form W-4 for federal income tax purposes and Form IT-4 for Ohio income tax purposes.
(F) will file with the Board an official transcript of any additional work taken during the preceding school year, including summer school, NO LATER THAN SEPTEMBER 15, DURING THE TERM HEREOF.
(G) is not under contract to serve elsewhere during any portion of the term of this contract

BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT, COLUMBUS, OHIO

Signature Date

Stephanie Hightower, President

Jeri S. Wires, Interim Treasurer

Dated: «Issue_Date»

The offer of this contact shall be deemed withdrawn for all purposes if the Employee does not accept same by executing and returning to the Board this contract within (15) calendar days of the date first set forth above

PLEASE SIGN THIS COPY AND **RETURN TO: PAYROLL OFFICE**, BOARD OF EDUCATION,
270 E. STATE STREET, COLUMBUS, OHIO 43215
RETAIN A COPY FOR YOUR RECORDS

TCHLM:jg

BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT
COLUMBUS, OHIO

ONE-YEAR LATCHKEY TEACHER CONTRACT

Agreement between the Board of Education of the City School District of Columbus, Ohio, herein referred to as "Board" and «EMPLOYEE», herein referred to as "Latchkey Teacher", pursuant to a Resolution duly adopted by the Board on _____.

WHEREAS, the Superintendent of Schools has recommended the employment of the Latchkey Teacher for the 2005-2006 school year and the Board has approved such recommendation:

NOW THEREFORE, the parties to this agreement for and in consideration of their mutual promises, do hereby agree as follows:

1. The Board does hereby enter into a One-Year Latchkey Teacher Contract with the Latchkey Teacher for the period commencing _____2005 and ending on _____2006 for the number of hours needed and assigned by an appropriate administrator, and fixes the hourly rate of pay of the Employee at $_____ per hour as provided in the Master Agreement between the Board and the Columbus Education Association.
2. Acceptance of appointment shall be made within 15 days from the date of execution by the Treasurer. Failure to execute and return this agreement within the allotted time will be considered a declination.
3. The appointment made is subject to the right to transfer the Latchkey Teacher from school to school whenever the good of the service may require, subject to the terms of the above mentioned Master Agreement.
4. This individual contract is made pursuant to and subject to all relevant terms and conditions of the above mentioned Master Agreement.
5. The Latchkey Teacher agrees to provide services to the Board of Education of the City School District of Columbus, Ohio, for the aforesaid period, and further agrees to abide by the rules and regulations of the Board now in effect and such rules and regulations as may be amended or adopted during the term of this contract, subject to the terms of the Master Agreement.
6. This contract shall be deemed automatically non-renewed as of its expiration date and no action or notification by the Board shall be required in connection with such non-renewal.
7. The Latchkey Teacher hereby states the following as material representations inducing the Board to enter into this contract and agrees to provide acceptable proof of same prior to commencing service under this contract unless otherwise provided:
   (A) is the holder of a valid Ohio teaching certificate.
   (B) is in a satisfactory state of health and is free from any communicable disease to the Latchkey Teacher's knowledge.
   (C) has provided the Board with an Ohio State Teacher's Retirement System Membership Record.
   (D) has completed and delivered to the Board a Form W-4 for federal income tax purposes and Form IT-4 for Ohio income tax purposes.
   (E) is not under contract to serve elsewhere during any portion of the term of this contract.

BOARD OF EDUCATION OF THE CITY SCHOOL
DISTRICT OF COLUMBUS, OHIO

President
Interim Treasurer

Issue Date 2005

_____
Latchkey Teacher Date

Please sign this copy and return to: Payroll Office
Board of Education, 270 E. State Street, Columbus, Ohio 43215
Retain a copy for your records

One-Year Contract
Tutor

BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT
COLUMBUS, OHIO

ONE-YEAR TUTOR CONTRACT

Agreement between the Board of Education of the City School District of Columbus, Ohio, herein referred to as "Board" and _____ herein referred to as "Tutor", pursuant to a Resolution duly adopted by the Board on _____, 2005.

WHEREAS, the Superintendent of Schools has recommended the employment of the Tutor for the 2005-2006 school year and the Board has approved such recommendation;

NOW THEREFORE, the parties to this agreement for and in consideration of their mutual promises, do hereby agree as follows:

1. The Board does hereby enter into a One-Year Tutor Contract with the Tutor for the period commencing _____, 2005 and ending on _____ for the number of hours needed and assigned by an appropriate administrator, and fixes the hourly rate of pay of the Employee at $26.59 per hour as provided in the Master Agreement between the Board and the Columbus Education Association. The salary will be paid in accordance with salary schedules adopted by the Board and in effect at the time service is performed and will be only for services actually performed.

2. The appointment made hereby is open for acceptance for a period of fifteen (15) days from the date of execution by the Treasurer. Failure to execute and return this agreement within the allotted time will be considered a declination.

3. The appointment made hereby is subject to the right to adjust the assigned hours of work and to reassign the Tutor whenever the good of the service may require, subject to the terms of the above mentioned Master Agreement.

4. This individual contract is made pursuant to and subject to all relevant terms and conditions of the above mentioned Master Agreement.

5. The Tutor agrees to provide services to the Board of Education of the City School District of Columbus, Ohio, for the aforesaid period, and further agrees to abide by the rules and regulations of the Board now in effect and such rules and regulations as may be amended or adopted during the term of this contract, subject to the terms of the Master Agreement.

6. This contract shall be deemed automatically nonrenewed as of its expiration date and no action or notification by the Board shall be required in connection with such nonrenewal.

7. The Tutor hereby states the following as material representations inducing the Board to enter into this contract and agrees to provide acceptable proof of same prior to commencing service under this contract unless otherwise provided:
   (A) is the holder of a valid Ohio teaching certificate.
   (B) is in a satisfactory state of health and is free from any communicable disease to the teacher's knowledge.
   (C) has provided the Board with an Ohio State Teacher's Retirement System Membership Record.
   (D) has completed and delivered to the Board a Form W-4 for federal income tax purposes and Form IT-4 for Ohio income tax purposes.
   (E) will file with the Board an official transcript of any additional work taken DURING THE PRECEDING SCHOOL YEAR, INCLUDING SUMMER SCHOOL, NOT LATER THAN SEPTEMBER 15 DURING THE TERM HEREOF.
   (F) is not under contract to serve elsewhere during any portion of the term of this contract.

BOARD OF EDUCATION OF THE CITY SCHOOL
DISTRICT OF COLUMBUS, OHIO

President
Treasurer

Issue Date:

_____
Tutor Date

Please sign this copy and return to: Payroll Office
Board of Education, 270 E. State Street, Columbus, Ohio 43215

One-Year Contract
Tutor

Supplemental Contract
Multiple Year

BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT

COLUMBUS, OHIO

SUPPLEMENTAL CONTRACT (Multiple Year)

This limited supplemental contract entered into by and between **«FNAME» «LNAME»**hereinafter referred to as the "Employee" and the Board of Education of the City School District, Columbus, Ohio, hereinafter referred to as the "Board" witnesseth:

In addition to Employee's regular duties, said Employee does hereby promise and agree to perform the duties of **«JOB»** for and on behalf of said Board. Employee further agrees to abide by and maintain the policies and regulations adopted by this Board, subject to the Master Agreement between the Board and the Columbus Education Association. Such additional duties shall be performed by Employee during the period beginning on the first day of the **2005-2006** adopted school calendar and ending on the last day of the **2007-2008** adopted school calendar.

In consideration of these additional duties performed by said Employee, the Board promises and agrees to pay the Employee the sum of **«AMOUNT»**

The salary will be paid in accordance with salary schedules adopted by the Board and in effect at the time service is performed and will be only for services actually performed.

This supplemental limited contract will terminate upon the termination of the Employee's regular contract.

This supplemental limited contract may be declared null and void by the Board in the event the school where the service was to be performed is closed. No advance notice of this declaration is necessary.

This contract is offered for a period of 15 days from the date below and failure to execute this contract within such time period will nullify the contract.

If the position is for a "sport-type" activity, including all sports, marching band, drill team, and cheerleading, the following requirements must be met before the appointee may begin performing their duties and must be met for the entire duration of these duties:

- Completion of an approved CPR class conducted by the American Red Cross, the American Heart Association, or similar entity. The CPR card must be current and be dated before the first practice date of the sport/activity. The person named herein is not eligible to work or be paid prior to receipt of this document in the department of Certificated Personnel.
- Completion of a 4-hour Sports Medicine course (or Sports Safety First Aid by the American Red Cross). A card or document of completion must be presented to Certificated Personnel prior to the first practice date of the sport/activity.
- An application for a Pupil Activity Supervisor Validation (PASV) Certificate must be sent to the Ohio Department of Education. A valid PASV certificate must be received by Certificated Personnel prior to any compensation being issued to the coach/advisor.
- Possession of a valid Ohio Teaching Certificate.
- Violations will render this supplemental contract null and void and a break in any continuous service provision.

This supplemental contract is entered into at Columbus, Ohio, on **(BOARD DATE).**

BOARD OF EDUCATION OF THE CITY
SCHOOL DISTRICT, COLUMBUS, OHIO

Signature of «FNAME» «LNAME»

President

Social Security Number

Treasurer

Date Signed

«LOCATION»
«NOARTIFF»
Step «STEP»
Sport Code: «POSCODE»

RETURN SIGNED CONTRACTS TO: CERTIFICATED PERSONNEL @ C.S.C. - ROOM 102

«LNAME» «FNAME»

Supplemental Contract
Multiple Year

Supplemental Contract
Single Year

BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT

COLUMBUS, OHIO

SUPPLEMENTAL CONTRACT (Single Year)

This limited supplemental contract entered into by and between **«FNAME» «LNAME»** hereinafter referred to as the "Employee" and the Board of Education of the City School District, Columbus, Ohio, hereinafter referred to as the "Board" witnesseth:

In addition to Employee's regular duties, said Employee does hereby promise and agree to perform the duties of **«JOB»** for and on behalf of said Board. Employee further agrees to abide by and maintain the policies and regulations adopted by this Board, subject to the Master Agreement between the Board and the Columbus Education Association. Such additional duties shall be performed by Employee during the period beginning on the first day of the **2004-2005** adopted school calendar and ending on the last day of the **2004-2005** adopted school calendar.

«LNAME», «FNAME»

In consideration of these additional duties performed by said Employee, the Board promises and agrees to pay the Employee the sum of **«AMOUNT»**

The salary will be paid in accordance with salary schedules adopted by the Board and in effect at the time service is performed and will be only for services actually performed.

This supplemental limited contract will terminate upon the termination of the Employee's regular contract.

This supplemental limited contract may be declared null and void by the Board in the event the school where the service was to be performed is closed. No advance notice of this declaration is necessary.

This contract is offered for a period of 15 days from the date below and failure to execute this contract within such time period will nullify the contract.

If the position is for a "sport-type" activity, including all sports, marching band, drill team, and cheerleading, the following requirements must be met before the appointee may begin performing their duties and must be met for the entire duration of these duties:

- Completion of an approved CPR class conducted by the American Red Cross, the American Heart Association, or similar entity. The CPR card must be current and be dated before the first practice date of the sport/activity. The person named herein is not eligible to work or be paid prior to receipt of this document in the department of Certificated Personnel.
- Completion of a 4-hour Sports Medicine course (or Sports Safety First Aid by the American Red Cross). A card or document of completion must be presented to Certificated Personnel prior to the first practice date of the sport/activity.
- An application for a Pupil Activity Supervisor Validation (PASV) Certificate must be sent to the Ohio Department of Education. A valid PASV certificate must be received by Certificated Personnel prior to any compensation being issued to the coach/advisor.
- Possession of a valid Ohio Teaching Certificate.
- Violations will render this supplemental contract null and void and a break in any continuous service provision.

This supplemental contract is entered into at Columbus, Ohio, on **(BOARD DATE)**.

BOARD OF EDUCATION OF THE CITY
SCHOOL DISTRICT, COLUMBUS, OHIO

Signature of «FNAME» «LNAME»

Social Security Number

President

Treasurer

Date Signed

«LOCATION»
Step <STEP>
Sport Code: «POSCODE»

RETURN SIGNED CONTRACTS TO: CERTIFICATED PERSONNEL 60 C.K.C. - ROOM 102

Supplemental Contract
Single Year

Corrective Measure Communication
(Discipline Form - Sch 190)

COLUMBUS PUBLIC SCHOOLS
Corrective Measure Communication

Sch 190
Cal # 260008

DATE _____

PUPIL _____ LAST NAME _____ FIRST _____ REG. ROOM _____

PROBLEM _____

PREVIOUS CORRECTIVE MEASURES TRIED BY TEACHER

TEACHER SIGNATURE

OFFICE DISPOSITION _____

CLASSROOM TEACHER'S COPY

PRINCIPAL OR VICE PRINCIPAL

Elementary Transfer/Withdrawal Form

Columbus Public Schools
Columbus, Ohio

ELEMENTARY TRANSFER AND/OR WITHDRAWAL CLEARANCE

Student No. _____ Last Name _____ First Name _____ Room _____ Grade _____ Date _____

This student is leaving _____ School and is going to _____
(school or town)

Please supply grade codes in the spaces which are appropriate. Be sure to include duration of time in your class as grades for the entire year will be averaged and one grade will be entered in the cumulative record by the teacher of the year.

	Grade	Months Taught		Grade	Months Taught
Language Arts			Art		
Reading			Creative Arts (K)		
Spelling			Gen. Music		
Handwriting			Phy. Ed.		
Mathematics			Work and Study Habits		
Social Studies			Personal Growth		
Science			Social Growth		
Health					

Grades listed are cumulative grades for the period from _____ through _____. This time period covers _____ school days, during which there were _____ days absent and _____ times tardy.

GRADE CODES

Kindergarten

S - Successful
P - Partially Successful
N - Not Successful At This Time

Grades 1 - 3	Grades 4 - 5	
O - Outstanding	*A - Excellent*	*O - Outstanding*
S - Satisfactory	*B - Good*	*S - Satisfactory*
I - Improvement Needed	*C - Average*	*U - Unsatisfactory*
U - Unsatisfactory	*D - Poor*	
	F - Failing	

Information on the back will be completed by the office for pupils leaving the Columbus Public Schools

CM No. 200128 8/95

Corrective Measure Communication (Sch 190)
Elementary Transfer/Withdrawal Form

MEMORANDUM

TO: Building Principals
CEA Senior Faculty Representatives

FROM: Karen Balko, Negotiator, Columbus Board of Education
Rick Logan, Negotiator, Columbus Education Association

DATE: November 13, 1992

In the most recent round of contract negotiations Article 209.04 was modified. This article now reads as follows:

> The removal of a student from a curricular or extra curricular activity by a teacher shall be processed according to the provisions set forth in Section 3313.66 of the Ohio Revised Code. A teacher removing a student according to this provision shall communicate such action on a mutually developed form.

Attached to this memorandum is the mutually developed form referenced in the above contract provision. The intention of the parties during the bargaining process was to bring order to the way this provision of the law is invoked by teachers and processed by administrators.

This process should be initiated only in circumstances where a teacher has repeatedly attempted to correct a student's behavior and feels that the presence of the student in the class or extra curricular activity poses a continuing danger to persons or property or an ongoing threat of disrupting the academic process. This form is not a substitute for the Corrective Measures Communication Form (SCH 190).

Please note the teacher's responsibility to attach documentation regarding prior attempts to correct student behavior when submitting reasons for removal to the principal.

Fifty of these forms are being sent to every building. They should be placed in a convenient place for teachers so that they my access one when necessary.

KB:jn
Attachment

Columbus Public Schools

REMOVAL FROM A CURRICULAR OR AN EXTRACURRICULAR ACTIVITY

REMOVAL

The presence of the student indicated below poses a continuing danger to persons or property or an ongoing threat of disrupting the academic process.

Student Name_____
Class/Extracurricular Activity_____
Date_____ Time_____

As soon as practicable, I will submit the reasons for such removal and additional required documentation.

Teacher's Signature_____

REASONS FOR REMOVAL

(This portion of the form must be completed and submitted to the principal or his/her designee as soon as practicable.)

I removed this student from my class/supervised extracurricular activity because:

_____
_____
_____
_____

Attach all documentation that demonstrates your prior attempts to correct the student's behavior. This documentation must include, but is not limited to, classroom behavioral modification plans, parental conferences/phone calls/written communications, and copies of the Corrective Measure Communication Forms (School Form 190).

Date_____ Time_____ Teacher's Signature_____

HEARING

(This section is to be completed by the building principal or his/her designee. A hearing must be held within three (3) school days from the time the initial removal is ordered. The teacher is required to attend the hearing.)

Hearing Date_____ Time_____

Check one:

- ☐ Student will not be reinstated until after the hearing.
- ☐ Student will be reinstated prior to the hearing.
  (The teacher may request in writing reasons for this reinstatement.)

Date_____ Principal or Designee's Signature_____

Submit only the top copy at the time of removal. Send the remaining copies to the principal for routing after you have completed the Reasons for Removal section and attached supporting documentation.

CPS Form #200513 10/92

COLUMBUS PUBLIC SCHOOLS PEAK* TIME-OUT REFERRAL
(*POSITIVE EFFORTS FOR ADJUSTMENT AND KNOWLEDGE)

Student's Name _____ Room _____ Date _____

Teacher/Staff _____ Time Sent _____ Time Returned _____

Length of Time-out:
___ 15-30 minutes
___ 30-60 minutes

Because of:
___ Class Disturbance
___ Fighting
___ Disrespect to teacher/staff
___ Insubordination
___ Verbal Abuse/Profanity
___ School Disruption
___ Other _____

___ During recess/lunch
___ Work on assignment
___ From _____ until _____

Previous Corrective Measures:
___ Verbal Reprimand/Warning
___ Classroom Time-out
___ Parent Contact
___ Detention
Withheld Privileges
___ Peer Mediation
___ Behavioral Contract
___ Other _____

Problem: _____

STUDENT BEHAVIOR CONTRACT

This is what I did: _____

This is what I will do the next time: _____

_____ Student Signature

_____ PEAK Staff Signature

Dear Parent,

Today, your son/daughter was assigned to the PEAK Center for a time-out period. Time-out is a temporary removal of the student from the classroom to another supervised setting within the school. The reason for this removal is indicated above.

While in PEAK, your son/daughter completed the above behavioral contract and/or plan to improve his/her behavior to make better choices in the future. Read the contract and discuss the matter with your child. Please call the school should you need additional information.

Please sign and have your son/daughter return this portion of the form. Thank you for your cooperation. Our goal is to help your child overcome his/her problems in a positive manner.

_____ Parent/Guardian Signature

_____ Date

OFFICE COPY

Fee Waiver Application

COLUMBUS PUBLIC SCHOOLS

NOTE: PLACE ONE FORM IN THE MAILBOX OF EACH CERTIFICATED PERSON

APPLICATION RECEIVED ON DATE STAMPED

SIGNATURE DATE

NAME (PRINT) LAST FIRST MIDDLE OR MAIDEN

SCHOOL / LOCATION

APPLICANT'S COPY

Report to Principal of Parent Conference

Cat. No. 200358

COLUMBUS PUBLIC SCHOOLS

Report to Principal of Parent Conference

Student H.R. Teacher(s)

Grading Period 1 2 3 4 5 6 Date Time

Location of Conference ☐ Home ☐ School ☐ Phone

Parent or Guardian Name(s)

Reason(s) for Conference:

☐ Failing Grade in

☐ Disciplinary Problem ☐ Other

Cooperation: ☐ Cooperative ☐ Uncooperative

Summary of Conference: (Optional)

Proposed Action: (Optional)

(Use other side if necessary)

Fee Waiver Application
Report to Principal of Parent Conference

COLUMBUS PUBLIC SCHOOLS
SPECIAL EDUCATION - I.E.P. APPEAL

TEACHER

School _____ Date Submitted _____

Teacher _____ Spec. Education Program _____

Student's Name _____ Date of Birth _____

Date of entry to the class _____

State specific reasons which formed the basis for the objection:

_____

_____

Recommendation: _____
(Optional) _____

Teacher's Signature _____ Date _____

PRINCIPAL

Sign and date below and forward to the appropriate Special Education Supervisor within three (3) days of receipt.

Principal's Signature _____ Date _____

SUPERVISOR

Date Received _____ Conference Date _____
(must occur within 15 school days)

Disposition _____

_____

Supervisor's Signature _____ Date _____

TEACHER

To the Principal:
Forward this request to the Director of Special Education.

State objection to Supervisor's disposition: _____

_____

Recommendation: _____
(Optional) _____

Teacher's Signature _____ Date _____

DIRECTOR

Date Received _____ Conference Date _____
(must occur within 15 school days)

Disposition: _____

_____

Director's Signature _____ Date _____

White: Teacher Yellow: Special Education Pink: Principal

☐ Services Plan

COLUMBUS
PUBLIC SCHOOLS

IEP-407
(Page 1 of ___)

Individualized Education Program (IEP)

Student Name _____ Date of Birth ___/___/___ Grade Level _____ ☐ Male ☐ Female
Student Number _____ Race _____
Child/Student Address _____ Parent/Guardian _____
Parent Address _____ Home Phone _____ Work Phone _____
Effective Dates from _____ to _____ Meeting Date _____ ☐ Initial IEP ☐ Periodic Review
District of Residence _____ District of Service _____

Step 1 **Discuss Vision:** *Future Planning.*

Step 2 **Discuss Present Levels of Performance.**

White – Cum File Yellow – Program Office Pink – Parent Goldenrod – Teacher

Ce # 200011 (Rev. 3/00)

Student Name _____ Student Number _____

IEP-607
(Page ____ of ____)

Student's Needs	Annual goals	Objectives
Step 3 **Identify Specialized Needs for this IEP**	**Step 4** **Identify Measurable Goals, Objectives, and Assessment Procedures**	

Cat # 300019 (Rev. 5/00)

COLUMBUS
PUBLIC SCHOOLS
STATEWIDE AND DISTRICTWIDE TESTING

IEP-607

(Page _____ of _____)

Student Name: _____ **Student Grade:** _____ **Student Number:** _____

School Year: _____ **IEP Meeting Date:** _____

Areas of Assessment	Grade Level of Test to be Administered	STATEWIDE TESTING						DISTRICTWIDE TESTING			
		Required		Exempted							
		Will Take Test without IEP Accommodations	Will Take Test with IEP Accommodations	Will Take Test without IEP Accommodations	Will Take Test with Allowable IEP Accommodations	Will take test with IEP Extended Accommodations	Alternate Assessment Will Participate in Alternate Assessment	Grade Level of Test to be Administered	Will Take Test without Accommodations	Will Take Test with Accommodations	Will Participate in Alternate Assessment
		B (NB)	C (NM)	J (ET)	K (EM)	L (EE)	N (EX)		(NE)	(NM)	(EX)
Reading											
Writing											
Math											
Science											
Citizenship											
Work Keys											
ITAC											

ACCOMMODATIONS (for codes C, K, and L)

Areas	☐ STATEWIDE		☐ DISTRICTWIDE	
	List Accommodations to Statewide Testing	Reasons for Exemption or Alternate Assessment (Check Box)	List Accommodations to Local Testing	How Student will be Assessed in Alternate Assessment
Reading		☐ Substantial modifications in curriculum ☐ Accommodations exceed allowable criteria		
Writing		☐ Substantial modifications in curriculum ☐ Accommodations exceed allowable criteria		
Math		☐ Substantial modifications in curriculum ☐ Accommodations exceed allowable criteria		
Science		☐ Substantial modifications in curriculum ☐ Accommodations exceed allowable criteria		
Citizenship		☐ Substantial modifications in curriculum ☐ Accommodations exceed allowable criteria		
Work Keys				

Cat # 200024 (Rev. 5/00)

IEP Form (Page 3)

COLUMBUS
PUBLIC SCHOOLS

IEP-607

(Page ____ of ____)

Discuss and Document a Statement of Needed Transition Services

Student Name_____ Student Number_____ Person(s) Responsible for Coordinating Transition Services _____

Write a statement of transition service needs that focus on the student's courses of study during his/her secondary school experiences (beginning at age 14 or younger, if appropriate).

- Long-term Outcomes – What is the vision for the student exiting education?
- Activities and Services – What needs to be accomplished in one year to support the student in meeting long-term outcomes?
- Activities and services must include community experience.
- If activities and services are instructional based, they must be reflected in goals/objectives of IEP.
- The courses of study during the student's secondary school experiences must support the student's long-term goals.

FOR 16 YEARS AND OLDER			COMPLETED AFTER IEP DEVELOPMENT
EMPLOYMENT AND POSTSECONDARY LONG-TERM OUTCOME: _____			
Current Year Activities and Services	Responsible Person/Provider	Initiation/Duration (Specify Date)	Goals/Objectives that Support Activities/Services
POSTSCHOOL/ADULT LIVING LONG-TERM OUTCOME: _____			
Current Year Activities and Services	Responsible Person/Provider	Initiation/Duration (Specify Date)	Goals/Objectives that Support Activities/Services
COMMUNITY PARTICIPATION LONG-TERM OUTCOME: _____			
Current Year Activities and Services	Responsible Person/Provider	Initiation/Duration (Specify Date)	Goals/Objectives that Support Activities/Services

Vocational Evaluation ☐ Needed ☐ Not Needed Date Completed _____

Functional/Daily Living Evaluation ☐ Needed ☐ Not Needed Date Completed _____

Cat # 300433 (Rev. 5/93)

IEP Form (Page 4)

IEP Form (Page 4)

COLUMBUS PUBLIC SCHOOLS

IEP-407

Page ____ of ____

Special Factors

Student Name _____ Student Number _____

Based on discussions of the information provided regarding relevant special factors, the following is applicable and incorporated into the IEP.
(Document that Special Factors have been reviewed based on assessments/evaluations completed prior to the IEP meeting.)

	Incorporated into IEP (Check box)
Behavior: In the case of a student whose behavior impedes his or her learning or that of others.	☐
Limited English proficiency (LEP)	☐
Children/students with visual impairments (See IEP page ___)	☐
Communication	☐
Deaf or hard of hearing	☐
Assistive technology services and devices	☐

Other Considerations

Physical education	☐
Extended school year services	☐
Beginning at age 14... transition service needs which focus on the student's courses of study (See IEP page ___)	☐
Transition services statement, no later than age 16 (See IEP page ___)	☐
Testing and assessment programs, including proficiency tests (See IEP page ___)	☐
Transfer of rights beginning at least one year before the student reaches the age of majority under state law (Ohio law is age 18)	☐

Relevant Information/Suggestions (e.g., medical information, other information):

Oct 2002a

COLUMBUS PUBLIC SCHOOLS
SPECIAL EDUCATION - I.E.P. APPEAL

TEACHER

School _____ Date Submitted _____

Teacher _____ Spec. Education Program _____

Student's Name _____ Date of Birth _____

Date of entry to the class _____

State specific reasons which formed the basis for the objection:

_____

_____

Recommendation: _____
(Optional)

_____

Teacher's Signature _____ Date _____

PRINCIPAL

Sign and date below and forward to the appropriate Special Education Supervisor within three (3) days of receipt.

Principal's Signature _____ Date _____

SUPERVISOR

Date Received _____ Conference Date _____
(must occur within 15 school days)

Disposition _____

_____

Supervisor's Signature _____ Date _____

TEACHER

To the Principal:
Forward this request to the Director of Special Education.

State objection to Supervisor's disposition: _____

_____

Recommendation: _____
(Optional)

_____

Teacher's Signature _____ Date _____

DIRECTOR

Date Received _____ Conference Date _____
(must occur within 15 school days)

Disposition: _____

_____

Director's Signature _____ Date _____

White: Teacher Yellow: Special Education Pink: Principal

Intern Interim Report

Intern Interim Report

Intern _____ S.S. Number _____

Building(s) _____

Grade/Subject/Position: _____

Mentoring Record:
Observations ____
Conferences ____
From ____
To ____

Evaluation Code:
S - Successful
C - Areas of Concern; Inconsistent performance, needs attention
D - Seriously Deficient; Immediate growth needs to occur

	Intern	Consulting Teacher
1. **Teaching Performance** - The intern writes daily lesson plans that align with the State Learning Competencies (SLC) / current curriculum guide; implements classroom teaching strategies, activities and assessments that promote student achievement of the State Learning Competencies (SLC) / current curriculum guide; maintains a safe, friendly and mutually respectful environment conducive to student learning and development; uses writing, listening and speaking skills to convey the instructional material in a developmentally appropriate manner; and demonstrates mastery of the subject matter to achieve the instructional objective. Comments:	☐	☐
2. **Pupil Relations** - The intern demonstrates a professional interest in students and shows concern for their safety and well-being; treats all students fairly and is cognizant of the uniqueness of the individual; and selects activities, strategies, assignments and assessments to allow for the growth and development of all students. Comments:	☐	☐
3. **Management Activities** - The intern effectively manages student discipline and overall student safety; allocates time for the purpose of maximizing the learning process; effectively develops, implements and manages records, reports and student work; and manages classroom facilities, materials and equipment in a safe and organized manner. Comments:	☐	☐
4. **Overall Value to the School Program** - The intern conveys clear and accurate knowledge of the school's mission statement; has a positive impact on the school program; and promptly and completely complies with directives, school rules and reasonable requests. Comments:	☐	☐
5. **Personal Characteristics** - The intern demonstrates professional attitude, integrity, conduct and appearance within the educational environment. Comments:	☐	☐
6. **Staff Relations** - The intern exhibits a collegial and professional relationship with all staff. Comments:	☐	☐
7. **Parent-Community Relations** - The intern demonstrates the ability to convey the school's mission, objectives, program and policies to parents and the community, and maintains positive and productive parent contact. Comments:	☐	☐
8. **Professional Growth** - The intern utilizes opportunities for professional study and growth and employs ongoing reflection throughout the teaching/learning process. Comments:	☐	☐

INTERN COMMENTS:

Date of Conference _____ Intern Signature _____ Consulting Teacher Signature _____

cc: Intern / Principal / Consulting Teacher

Q16

Intern Interim Report

Intern Interim Report

Intern _____ S.S. Number _____

Building(s) _____

Grade/Subject/Position: _____

Mentoring Record:	
Observations	____
Conferences	____
From	____
To	____

Evaluation Code:
S - Successful
C - Areas of Concern; Inconsistent performance, needs attention
D - Seriously Deficient; Immediate growth needs to occur

	Intern	Consulting Teacher
1. **Teaching Performance** - The intern writes daily lesson plans that align with the State Learning Competencies (SLC) / current curriculum guide; implements classroom teaching strategies, activities and assessments that promote students achievement of the State Learning Competencies (SLC) / current curriculum guide; maintains a safe, friendly and mutually respectful environment conducive to student learning and development; uses writing, listening and speaking skills to convey the instructional material in a developmentally appropriate manner; and demonstrates mastery of the subject matter to achieve the instructional objective. Comments:	☐	☐
2. **Pupil Relations** - The intern demonstrates a professional interest in students and shows concern for their safety and well-being; treats all students fairly and is cognizant of the uniqueness of the individual; and selects activities, strategies, assignments and assessments to allow for the growth and development of all students. Comments:	☐	☐
3. **Management Activities** - The intern effectively manages student discipline and overall student safety; allocates time for the purpose of maximizing the learning process; effectively develops, implements and manages records, reports and student work; and manages classroom facilities, materials and equipment in a safe and organized manner. Comments:	☐	☐
4. **Overall Value to the School Program** - The intern conveys clear and accurate knowledge of the school's mission statement; has a positive impact on the school program; and promptly and completely complies with directives, school rules and reasonable requests. Comments:	☐	☐
5. **Personal Characteristics** - The intern demonstrates professional attitude, integrity, conduct and appearance within the educational environment. Comments:	☐	☐
6. **Staff Relations** - The intern exhibits a collegial and professional relationship with all staff. Comments:	☐	☐
7. **Parent-Community Relations** - The intern demonstrates the ability to convey the school's mission, objectives, program and policies to parents and the community, and maintains positive and productive parent contact. Comments:	☐	☐
8. **Professional Growth** - The intern utilizes opportunities for professional study and growth and employs ongoing reflection throughout the teaching/learning process. Comments:	☐	☐

INTERN COMMENTS:

Date of Conference _____ Intern Signature _____ Consulting Teacher Signature _____

cc: Intern / Principal / Consulting Teacher

Q16

PRINCIPAL'S SUMMARY INTERN REPORT

Intern: _____ School: _____

Principal: _____ Date: _____

Days Absent: _____

Principal's Ratings	Successful	Unsuccessful
Willingness to cooperate to achieve school and system goals		
Adherence to district policies, procedures, and regulations		
Adherence to building policies, procedures, and regulations		
Cooperative approach toward parents and the community		
Supports school activities through active participation		
Accurate and punctual in completing records, reports, etc.		
Evidence of effective discipline		
Attendance and promptness		

Comments: _____

Principal's Signature: _____ Date: _____

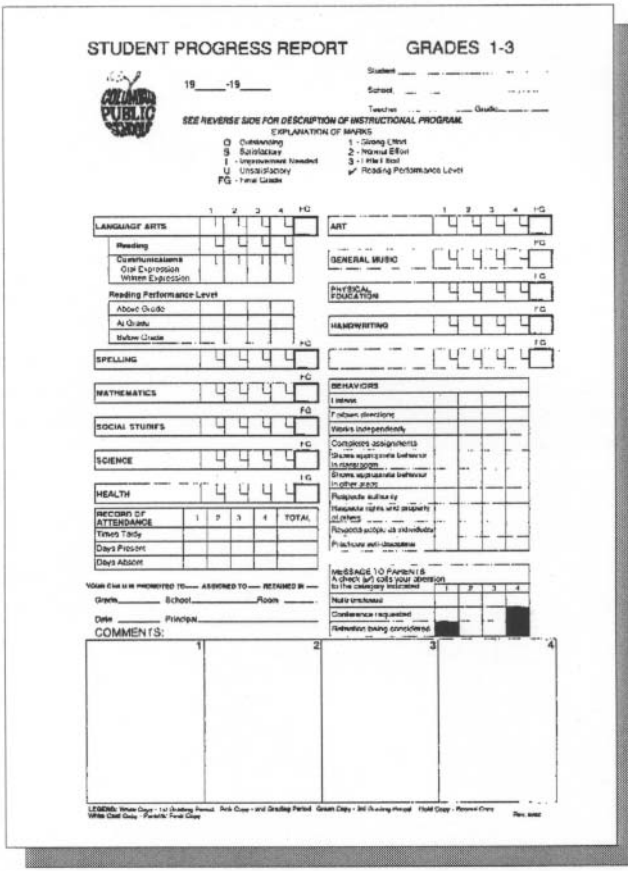
Intern's Signature: _____ Date: _____

To be forwarded to the Consulting Teacher and attached to the Intern Appraisal Summary Report.

WHITE — PERSONNEL SERVICES YELLOW — INTERN PINK — PRINCIPAL GOLDENROD — CONSULTING TEACHER

PAR 11 9/87

Student Progress Report
Grades 1-3 (front only)



STUDENT PROGRESS REPORT GRADES 1-3

19____-19____

Student ____

School ____

Teacher ____ Grade ____

SEE REVERSE SIDE FOR DESCRIPTION OF INSTRUCTIONAL PROGRAM.

EXPLANATION OF MARKS

O - Outstanding
S - Satisfactory
I - Improvement Needed
U - Unsatisfactory
FG - Final Grade

1 - Strong Effort
2 - Normal Effort
3 - Little Effort
✓ - Reading Performance Level

	1	2	3	4	FG
LANGUAGE ARTS					
Reading					
Communications Oral Expression Written Expression					
Reading Performance Level					
Above Grade					
At Grade					
Below Grade					
SPELLING					
MATHEMATICS					
SOCIAL STUDIES					
SCIENCE					
HEALTH					

RECORD OF ATTENDANCE	1	2	3	4	TOTAL
Times Tardy					
Days Present					
Days Absent					

YOUR CHILD IS PROMOTED TO ____ ASSIGNED TO ____ RETAINED IN ____

Grade ____ School ____ Room ____

Date ____ Principal ____

COMMENTS:

	1	2	3	4
ART				
GENERAL MUSIC				
PHYSICAL EDUCATION				
HANDWRITING				

BEHAVIORS	1	2	3	4
Listens				
Follows directions				
Works independently				
Completes assignments				
Shows appropriate behavior in classroom				
Shows appropriate behavior in other areas				
Participate cooperatively				
Respects rights and property of others				
Respects people as individuals				
Practices self-discipline				

MESSAGE TO PARENTS
A (check ✓) sets your attention to the category indicated

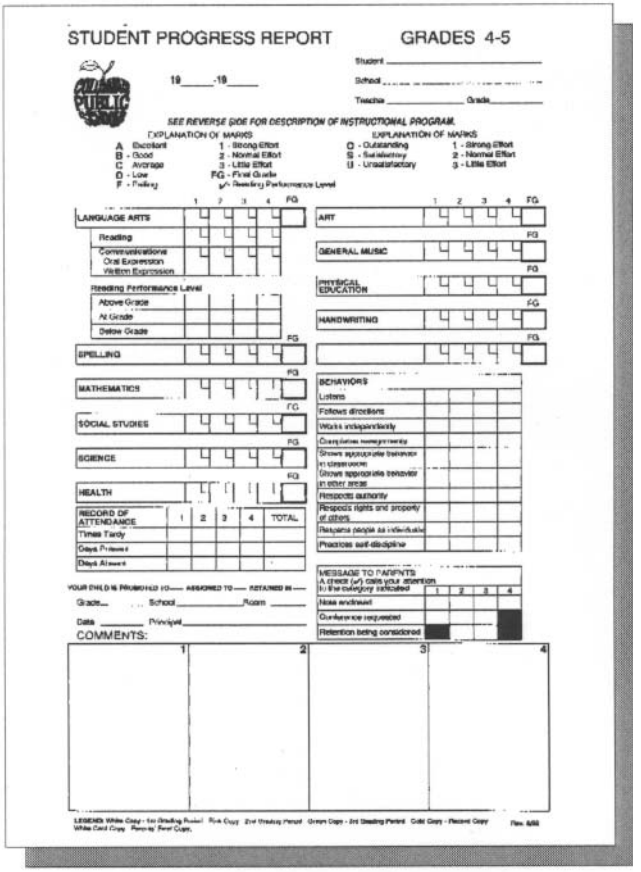
	1	2	3	4
Note enclosed				
Conference requested				
Retention being considered				

1	2	3	4

LEGEND: White Copy - 1st Grading Period. Pink Copy - 2nd Grading Period. Green Copy - 3rd Grading Period. Gold Copy - Parent Copy. White Card Copy - Parents' Final Copy.

Student Progress Report
Grades 1-3 (front only)

Student Progress Report
Grades 4-5 (front only)



STUDENT PROGRESS REPORT GRADES 4-5

19____-19____

Student _____

School _____

Teacher _____ Grade _____

SEE REVERSE SIDE FOR DESCRIPTION OF INSTRUCTIONAL PROGRAM.

EXPLANATION OF MARKS

A - Excellent
B - Good
C - Average
D - Low
F - Failing

1 - Strong Effort
2 - Normal Effort
3 - Little Effort
FG - Final Grade
✓ - Reading Performance Level

EXPLANATION OF MARKS

O - Outstanding
S - Satisfactory
U - Unsatisfactory

1 - Strong Effort
2 - Normal Effort
3 - Little Effort

	1	2	3	4	FG
LANGUAGE ARTS					
Reading					
Communications: Oral Expression, Written Expression					
Reading Performance Level: Above Grade					
At Grade					
Below Grade					
SPELLING					
MATHEMATICS					
SOCIAL STUDIES					
SCIENCE					
HEALTH					

RECORD OF ATTENDANCE	1	2	3	4	TOTAL
Times Tardy					
Days Present					
Days Absent					

YOUR CHILD IS PROMOTED TO ____ ASSIGNED TO ____ RETAINED IN ____

Grade ____ School _____ Room _____

Date _____ Principal _____

	1	2	3	4	FG
ART					
GENERAL MUSIC					
PHYSICAL EDUCATION					
HANDWRITING					

BEHAVIORS				
Listens				
Follows directions				
Works independently				
Completes homework				
Shows appropriate behavior in classroom				
Shows appropriate behavior in other areas				
Respects authority				
Respects rights and property of others				
Relates to people as individuals				
Practices self-discipline				

MESSAGE TO PARENTS: A check (✓) calls your attention to the category indicated	1	2	3	4
Note enclosed				
Conference requested				
Retention being considered				

COMMENTS:

1	2	3	4

LEGEND: White Copy - 1st Reading Period. Pink Copy - 2nd Reading Period. Green Copy - 3rd Reading Period. Gold Copy - Parent Copy. White Card Copy - Permanent Record Copy.

Student Progress Report
Grades 4-5 (front only)

Student Progress Report
Kindergarten (front only)

STUDENT PROGRESS REPORT - KINDERGARTEN

EXPLANATION OF GRADES

WHEN A SKILL HAS NOT BEEN INTRODUCED, THAT PARTICULAR AREA WILL NOT BE GRADED.

S - Successful
P - Partially Successful
N - Not at this time
FG - First grade for the year
✓ - Used only in readiness area when skill is mastered

Student _____
Teacher _____
School _____

19____-19____

SEE REVERSE SIDE FOR DESCRIPTION OF INSTRUCTIONAL PROGRAM.

LANGUAGE ARTS	1	2	3	4	FG
Reading					
*Understands concepts about print					
Shows interest in reading					
Responds to stories and poems					
Understands what is read					
Associates letters and sounds					
Develops a sight vocabulary					
Communications					
Expresses ideas orally					
Develops skills in handwriting					
Expresses ideas in writing					

MATHEMATICS					
Counts objects at least to 20					
Recognizes numerals at least through 10					
Develops skill in solving problems					
Understands math concepts					

SOCIAL STUDIES					
SCIENCE					
HEALTH					
ART					
MUSIC					
PHYSICAL EDUCATION					

READINESS SKILLS	1	2	3	4
Recites first and last name				
Recites address				
Recites telephone number				
Recites birthdate (month and date)				
Names the eight basic colors				
Shows skill using crayons				
Shows skill using scissors				
Manages own clothing				

WORK HABITS	1	2	3	4
Follows directions				
Completes work on time				
Takes care of personal and classroom materials				
Takes pride in work				
Works independently				

PERSONAL/SOCIAL GROWTH	1	2	3	4
Works and plays well with others				
Follows classroom and school rules				
Shows self confidence				

RECORD OF ATTENDANCE	1	2	3	4	TOTAL
Times Tardy					
Days Present					
Days Absent					

Parents: Please note if the following items are checked.

	1	2	3	4
Letter enclosed				
Conference requested				

YOUR CHILD IS ASSIGNED TO:

Grade _____ School _____ Room _____

Date _____ Principal _____

COMMENTS: _____

*Explanation on back.

LEGEND: White Copy - 1st Grading Period Pink Copy - 2nd Grading Period Green Copy - 3rd Grading Period Gold Copy - Record Copy
White Card Copy - Parents' Final Copy

Rev. 6/98

Student Progress Report
Kindergarten (front only)

Interim Progress/Conference Report
Grades 1-5 (front only)

Columbus Public Schools
Columbus, Ohio

Student

INTERIM PROGRESS/CONFERENCE REPORT
GRADES 1 - 5

Date

A check (√) in the "Satisfactory" column indicates good progress thus far this grading period.
A check (√) in the "Unsatisfactory" column indicates little progress in the subject area thus far this grading period or indicates behavior which is interfering with progress.

ACADEMIC PROGRESS

Satisfactory	Unsatisfactory	
		Language Arts (Reading/Communications)
		Mathematics
		Social Studies
		Science
		Health

BEHAVIORS

		Listens
		Follows directions
		Works independently
		Completes assignments
		Shows appropriate behavior in classroom
		Shows appropriate behavior in other areas
		Respects authority
		Respects rights and property of others
		Respects people as individuals
		Practices self-discipline

TEACHER COMMENTS

We sincerely hope that you will give all the help and support you can to encourage the continuation of good work or to bring about improvements, if needed. Conferences can be arranged by calling the school office.

Teacher

School

PLEASE KEEP THIS REPORT. SIGN THE ENVELOPE AND RETURN IT TO THE SCHOOL. THERE IS SPACE ON THE ENVELOPE FOR YOU TO REQUEST A CONFERENCE SHOULD YOU SO DESIRE. *Cat. 20-098 Rev. 6/92*

Interim Progress/Conference Report
Grades 1-5 (front only)

Interim Progress/Conference Report
Kindergarten (front only)

Columbus Public Schools
Columbus, Ohio

Student _____

Teacher _____

School _____

Date _____

INTERIM PROGRESS/CONFERENCE REPORT
KINDERGARTEN

The Interim Progress/Conference Report is used to provide information to parents and students between regular reporting periods and as a record of the conference on designated parent conference days.

A check (√) in the "Successful" column indicates successful progress thus far this grading period.
A check (√) in the "Partially Successful" column indicates that your child is making less than successful progress.
A check (√) in the "Not Successful At This Time" column indicates little progress in the subject area thus far this grading period or indicates behavior which is interfering with progress.

ACADEMIC REPORT

	SUCCESSFUL	PARTIALLY SUCCESSFUL	NOT SUCCESSFUL AT THIS TIME
Readiness Skills*			
Language Arts (Reading/Communications)			
Mathematics			
Social Studies			
Science			
Health			
Art			
Music			
Physical Education			

* Includes reciting his/her name, address, phone number and birthdate; recognizing colors; showing skill in using scissors, crayons and pencils; and managing his/her own clothing.

WORK AND STUDY HABITS/
PERSONAL AND SOCIAL GROWTH

Completes assigned work			
Participates in classroom activities			
Follows oral directions			
Listens attentively			
Follows rules and regulations			
Works and plays well with others			
Attends school regularly			
Accepts responsibility			

TEACHER COMMENTS

_____

_____

_____

Please help and support your child. Conferences can be arranged by calling the school office.
PLEASE KEEP THIS REPORT. SIGN THE ENVELOPE AND RETURN IT TO THE SCHOOL. THERE IS SPACE ON THE ENVELOPE FOR YOU TO REQUEST A CONFERENCE.

Cat. 20-135 Rev. 9/92

Interim Progress/Conference Report
Kindergarten (front only)

Human Resources Department
Certificated Personnel - 365-8421

APPLICATION FOR SALARY CHANGE DUE TO TRAINING BEYOND THE BACHELOR'S DEGREE

Name _____ Date _____

SSN _____ Work Location _____

Employee Signature: _____

To be notified of receipt by e-mail, give address: _____

NOTE: If your certificate is due to expire June 30 of THIS current school year and you intend to renew your certificate with coursework from the attached transcripts, **STOP!** You must submit SEPARATE OFFICIAL transcripts for BOTH salary increments AND renewal of certification or licensure. The Ohio Department of Education now requires official transcripts, and an official transcript must also be a part of your personnel file.

I AM APPLYING FOR A SALARY INCREASE FOR (CHECK ONE):

☐ **Bachelor's Plus** [Credit hours must equal 150 semester hours or 225 quarter hours]. Attach official transcripts indicating all credits after your bachelor's degree.

☐ **Master's Degree** Attach official transcripts indicating degree and date conferred. DO NOT have official transcripts mailed to this office from your college/university. Request they be mailed directly to you.

☐ **Master's Degree plus 30 semester hours or 45 quarter hours.** Credits must be graduate level courses in education or graduate level courses generally related to your area of certification. All credits toward this increment must be AFTER the date of the master's degree.

☐ **Ph.D. Degree** Attach official transcripts indicating degree and date conferred. DO NOT have official transcripts mailed to this office from your college/university. Request they be mailed directly to you.

→ **You will receive a confirmation letter indicating your new salary and the date for Board approval.**

CERTIFICATED PERSONNEL OFFICE USE ONLY

EFFECTIVE DATE _____ BOARD DATE _____

CURRENT DEGREE _____ NEW DEGREE _____ PAY PLAN _____

YEARS _____ NEW SALARY RATE $_____ GRAD. DATE _____

COLLEGE _____ SEM. HRS _____

_____ TYPED BOARD

_____ ACCESS

_____ LETTER

KEYED _____
DATE

TIME/DATE STAMP

Q:\WORD\FORMS\SALARY INCREASE BEYOND BACHELOR'S DEGREE.DOC REVISED 9/13/2004

All professional personnel who will be eligible for a salary increment as a result of having completed additional training should complete an "Application for Salary Change" form and submit the form with an official transcript of such training. Transcripts should be requested from the university as early as possible, since delivery may take 2 to 3 weeks. Grade slips can be accepted only if stamped with the seal of the university.

Application for Salary Change Forms are attached. If additional forms are needed, they may be reproduced locally or be obtained from Personnel Administration, Telephone 365-5658.

901.02

C. Salary column placement for training beyond the bachelor's degree shall be effective the earning period following the submission of the required documentation to the Personnel Office.

COLUMBUS PUBLIC SCHOOLS

CERTIFICATED EMPLOYEE NOTIFICATION OF ESTIMATED USE OF PAID SICK LEAVE
FOR LONG-TERM PERSONAL DISABILITY DUE TO ILLNESS OR PREGNANCY

Section 701.038, Board/CEA Agreement

*In the event the estimated duration of the absence is expected to be continuous for a period in excess of three weeks, or when an absence has been continuous for such a period, the teacher shall advise the administration of the estimated duration of disability by completing the designated form. **Such notification shall be submitted fifteen (15) days prior to the expected date of absence when such date of absence can be anticipated or not later than the 20th day of a continuous absence in cases where the absence could not be anticipated.***

Include a physician's statement with this form indicating the **nature** of your illness/disability **and** the **duration** you will be absent due to the illness/disability. If the absence is due to pregnancy, the physician's statement must indicate the estimated date of delivery **or** the date which your physician declares you will need to begin your absence if prior to delivery **and** the duration of the absence following delivery of the baby.

SUBMIT FORM AND PHYSICIAN'S STATEMENT TO CERTIFICATED PERSONNEL, 270 EAST STATE STREET, COLUMBUS, OHIO 43215.

Actual/Anticipated Beginning Date of Absence: **MONTH** _____ **DAY** _____ **YEAR** _____

Tentative date of hospitalization, **(If Applicable):** **MONTH** _____ **DAY** _____ **YEAR** _____

☐ I WISH TO USE MY PERSONAL LEAVE UPON EXPIRATION OF MY ACCUMULATED SICK LEAVE.

A. My physician has released me to **return**" to duty on **MONTH** _____ **DAY** _____ **YEAR** _____
"A PHYSICIAN'S STATEMENT IS DUE ONE WEEK PRIOR TO YOUR RETURN, INDICATING THE DATE YOU MAY RETURN TO WORK WITHOUT RESTRICTIONS. THE STATEMENT SHOULD BE SUBMITTED TO CERTIFICATED PERSONNEL, 270 EAST STATE STREET, COLUMBUS, OHIO 43215.

PLEASE INDICATE BELOW IF YOU ARE WILLING TO RELEASE YOUR POSITION AND YOUR LEAVE EXTENDS INTO THE SUBSEQUENT SCHOOL YEAR.

☐ YES, I AM RELEASING MY POSITION AND EXPECT MY LEAVE TO EXTEND INTO THE SUBSEQUENT SCHOOL YEAR.

☐ NO, I DO NOT WISH TO RELEASE MY POSITION AT THIS TIME.

B. I expect to **apply for an unpaid leave of absence** upon the termination of my personal disability as per my physician **or** upon the exhaustion of my sick leave, whichever occurs first. **(An unpaid leave of absence request form must be completed and submitted.)**

My **UNPAID** leave of absence will be effective on **MONTH** _____ **DAY** _____ **YEAR** _____

PAYROLL INFORMATION WILL BE MAILED TO THE ADDRESS INDICATED

Employee's Signature _____ Date _____

Home Address _____ Telephone _____

City _____ State _____ Zip _____ S.S.# _____

Work Location _____

Position (Administrator, Teacher, Counselor, etc.) _____

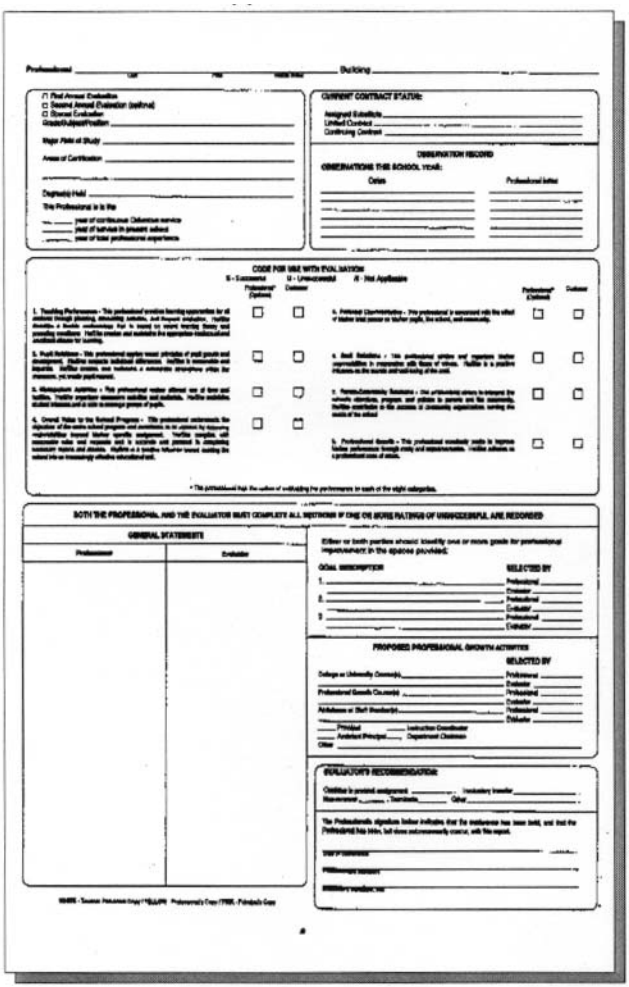
Supervisor's/Principal's Signature _____
(SIGNATURE ACKNOWLEDGES NOTIFICATION BUT DOES NOT CONSTITUTE APPROVAL OF REQUESTED LEAVE)

SIGNATURE OF SUPERINTENDENT/DESIGNEE _____ **DATE** _____

FOR PERSONNEL USE ONLY

APPROVED AS SUBMITTED _____ **PENDING RECEIPT OF PHYSICIAN'S STATEMENT** _____
APPROVED AS AMENDED _____ **ADDITIONAL INFORMATION NEEDED (365-5705)** _____
LEAVE BALANCES AS OF: _____ **PER** _____ **S.L.** _____ **P.B.** _____ **VAC** _____
MEDICAL UPDATE REQUEST _____ **RECEIVED MEDICAL UPDATE** _____
POSITION RELEASED _____ **PER** _____ **RECEIVED MEDICAL RETURN** _____
UNPAID LEAVE FROM SUBMITTED? YES ☐ NO ☐ **PROCESSED** _____ **EARLY RETURN** _____
LEAVE DONATION REQUEST (CATASTROPHIC ILLNESS/INJURY)? YES ☐ NO ☐ **FAMILY MEDICAL LEAVE (FMLA) REQUEST** YES ☐ NO ☐
STRS DISABILITY RETIREMENT APPLICATION? YES ☐ NO ☐ **APPROVED/PROCESSED** _____
REGULAR RETIREMENT UPON EXPIRATION OF LEAVE? YES ☐ NO ☐ **LETTER SUBMITTED/ PROCESSED** _____

White - **Personnel Services** Yellow - **Payroll** Pink - **Professional** Canary/Gold - **Administrator**



Professional _____ Building _____

☐ First Annual Evaluation
☐ Second Annual Evaluation (optional)
☐ Special Evaluation
Growth Appraisal Year _____

Major Field of Study _____

Areas of Certification _____

Degrees Held _____

The Professional is in the

____ year of continuous Columbus service
____ year of service in present school
____ year of total professional experience

CURRENT CONTRACT STATUS:

Assigned Substitute _____
Limited Contract _____
Continuing Contract _____

OBSERVATION RECORD

OBSERVATIONS THIS SCHOOL YEAR:

Dates	Professional Initial

CODE FOR USE WITH EVALUATION

S - Satisfactory U - Unsatisfactory N - Not Applicable

	Professional* (Optional)	Evaluator
1. Teaching Performance - This professional creates learning opportunities for all students through planning, stimulating activities, and frequent evaluation. Teaching strategies, a flexible environment that is sound and varied, learning theory and promoting conditions. Teaching strategies and materials are appropriate multicultural and black studies for learning.	☐	☐
2. Pupil Relations - This professional applies sound principles of pupil growth and development. Teaching recognizes individual differences. Teaching is responsive and impartial. Teaching creates and maintains a cooperative atmosphere which is conducive to pupil achievement.	☐	☐
3. Management Activities - This professional makes efficient use of time and facilities. Teaching organizes classroom activities and materials. Teaching establishes student interests and is able to manage groups of pupils.	☐	☐
4. General Value to the School Program - This professional understands the objectives of the entire school program and contributes to its achievement by fulfilling responsibilities beyond teacher specific assignment. Teaching complies with administrative rules and regulations and is available and personal in completing necessary reports and records. Teaching is a positive influence toward making the school site an encouraging effective educational unit.	☐	☐
5. Professional Relations - This professional cooperates with other professionals and organizations. Teaching contributes to professional growth of others.	☐	☐
6. Personal Qualities - This professional is a responsible role model for school of teacher, school, community.	☐	☐
7. Home-Community Relations - This professional strives to interpret the school's objectives, programs, and policies to parents and the community. Teaching contributes to the success of community organizations serving the needs of the school.	☐	☐
8. Professional Growth - This professional constantly seeks to improve teaching performance through study and experimentation. Teaching contributes to professional growth of others.	☐	☐

* The professional has the option of evaluating his performance in each of the eight categories.

BOTH THE PROFESSIONAL AND THE EVALUATOR MUST COMPLETE ALL SECTIONS IF ONE OR MORE RATINGS OF UNSUCCESSFUL ARE RECORDED

GENERAL STATEMENTS

Professional	Evaluator

Either or both parties should identify one or more goals for professional improvement in the spaces provided:

GOAL DESCRIPTION	SELECTED BY
1. _____	Professional ____ Evaluator ____
2. _____	Professional ____ Evaluator ____
3. _____	Professional ____ Evaluator ____

PROPOSED PROFESSIONAL GROWTH ACTIVITIES

	SELECTED BY
College or University Course(s) _____	Professional ____ Evaluator ____
Professional Growth Course(s) _____	Professional ____ Evaluator ____
Workshop or Staff Development _____	Professional ____ Evaluator ____

____ Principal ____ Instruction Coordinator
____ Assistant Principal ____ Department Chairman
Other _____

EVALUATOR'S RECOMMENDATION:

Continue in present assignment _____ Involuntary transfer _____
Non-renewal ____ Terminate ____ Other _____

The Professionals signature below indicates that the evaluation has been held, and that the Professional has been informed concerning course, with this report.

Date of Conference _____
Professional Initials _____
Evaluator's Initials _____

Teacher Evaluation
Notice of Special Evaluation (front)

COLUMBUS PUBLIC SCHOOLS
270 EAST STATE STREET
COLUMBUS, OHIO 43215

Notice of Special Evaluation Date_____

Dear _____:

This notice is to inform you that your performance, as deemed by the Administrator of _____ School, as a professional in the Columbus Public Schools, is in need of a special evaluation in accordance with Article 401.03 of the Agreement between the Columbus Education Association and the Board of Education. The area/areas of alleged unsatisfactory performance are indicated below:

_____ 1. Teacher Performance
_____ 2. Pupil Relations
_____ 3. Management Activities
_____ 4. Overall Value to the School Program
_____ 5. Personal Characteristics
_____ 6. Staff Relations
_____ 7. Parent-Community Relations
_____ 8. Professional Growth

Please meet with me in my office at _____ to
Time/Date
arrange a conference concerning this special evaluation. The Special Evaluation conference is to occur within the next two (2) school days.

_____. You are entitled to
Special Evaluation Conference Time/Date
Association representation at this Special Evaluation conference. The professional's signature below indicates that this notice has been read but does not necessarily indicate agreement with the implications.

_____ _____
Professional Administrator

See Instructions on the back

Teacher Evaluation
Notice of Special Evaluation (front)

INSTRUCTIONS FOR TEACHER EVALUATION

"Notice of Special Evaluation" Form

The Notice of Special Evaluation shall be handled in the following manner:

1. In accordance with Article 401.03 of the Agreement between the Columbus Education Association and the Board of Education, a professional that is alleged to be unsatisfactory in his/her performance is to first be informed through the notice.

2. A check(s) will indicate the area(s) of alleged unsatisfactory performance.

3. The professional must sign both copies and return one to the building administrator.

4. A conference must be held <u>before</u> an observation or further evaluation. At this conference the professional is entitled to Association representation. The request for the presence of a representative of the Association shall not delay this conference for more than one (1) school day. During the conference the administrator shall identify specific professional performance which resulted in the decision to perform this special evaluation.

5. Following the conference arranged through this notice the evaluation process will follow all stipulations of the Agreement. See especially Articles 401.03 and 401.04.

6. The administrator's copy of the Notice of Special Evaluation shall be attached to the completed Appraisal of the Professional form only when the professional receives one or more unsuccessful ratings as a result of the Special Evaluation process.

Teacher Evaluation
Notice of Special Evaluation (back)

COLUMBUS PUBLIC SCHOOLS
LOCAL TRANSPORTATION REIMBURSEMENT REPORT

Name _____

Period Covered: From _____ Through _____

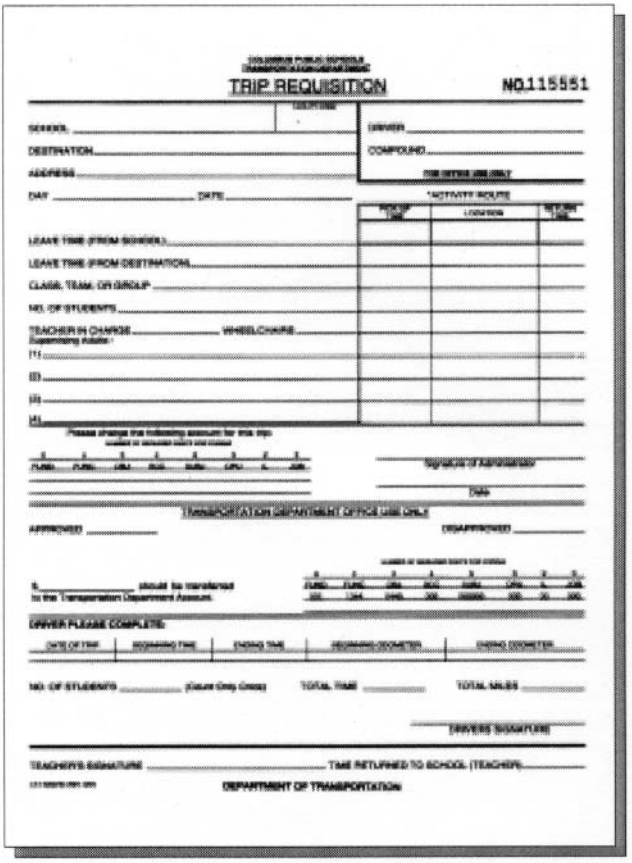
School/Dept. _____ Check Location _____

Purchase Order # _____

Vendor # _____

Date	Trip Report		Miles	Parking Fees
	From	To		

Trip Requisition Form



TRIP REQUISITION NO115551

SCHOOL
DRIVER
DESTINATION
COMPOUND
ADDRESS
DAY
DATE
LEAVE TIME (FROM SCHOOL)
LEAVE TIME (FROM DESTINATION)
CLASS, TEAM, OR GROUP
NO. OF STUDENTS
TEACHER IN CHARGE
WHEELCHAIRS
DRIVER PLEASE COMPLETE:
NO. OF STUDENTS
TOTAL TIME
TOTAL MILES
DRIVERS SIGNATURE
TEACHER'S SIGNATURE
TIME RETURNED TO SCHOOL (TEACHER)
DEPARTMENT OF TRANSPORTATION

Directions for Completing
Field Trips (School Days) 9:30 a.m. – 12:30 p.m.

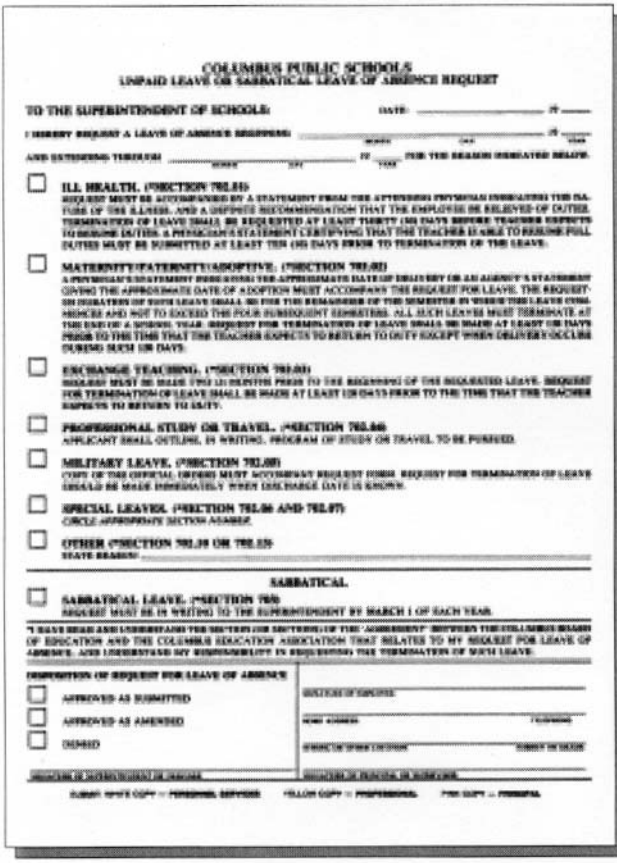
1. One (1) requistion must be submitted for each bus required. If equipment is being transported, it must be placed on the seat or held by the students. Please consider this when filling out requisitions.
2. Submit the requistion to the Transportation Office. Please do not call to reserve buses. Requisitions must be received in the Transportation Office fifteen (15) days prior to the trip. All field trips are run between 9:30 a.m. (school pick-up) – 12:30 p.m. (leave destination).
3. Wheelchairs: Each lift bus can transport six wheelchairs. If a lift bus is needed, in addition to a reqular bus, make out a separate requisition for the lift bus. Write **LIFT** in the upper left corner of the requisition.
4. List your facility code an appropriate box and provide the proper coding for billing. Incompleted forms will not be processed and will be returned to the sender. Please make sure proper coding for billing purposes is provided.

After school hour, Saturday and Sundays

1. If an Activity Route is required, please list the pick up times and stop locations under Activity Route. List only approved stop. Trips may not begin before 4:30 p.m. on school days.

Trip Requisition Form

Unpaid or Sabbatical Leave of Absense Request



COLUMBUS PUBLIC SCHOOLS
UNPAID LEAVE OR SABBATICAL LEAVE OF ABSENCE REQUEST

TO THE SUPERINTENDENT OF SCHOOLS: DATE: _____ 19 ____

I HEREBY REQUEST A LEAVE OF ABSENCE BEGINNING: _____ 19 ____
(MONTH) (DAY) (YEAR)

AND EXTENDING THROUGH: _____ 19 ____ FOR THE REASON INDICATED BELOW:
(MONTH) (DAY) (YEAR)

☐ **ILL HEALTH. (SECTION 703.04)**
REQUEST MUST BE ACCOMPANIED BY A STATEMENT FROM THE ATTENDING PHYSICIAN INDICATING THE NATURE OF THE ILLNESS, AND A DEFINITE RECOMMENDATION THAT THE EMPLOYEE BE RELIEVED OF DUTIES. TERMINATION OF LEAVE SHALL BE REQUESTED AT LEAST THIRTY (30) DAYS BEFORE TEACHER EXPECTS TO RESUME DUTIES. A PHYSICIAN'S STATEMENT CERTIFYING THAT THE TEACHER IS ABLE TO RESUME FULL DUTIES MUST BE SUBMITTED AT LEAST TEN (10) DAYS PRIOR TO TERMINATION OF THE LEAVE.

☐ **MATERNITY/PATERNITY/ADOPTIVE. (SECTION 703.05)**
A PHYSICIAN'S STATEMENT INDICATING THE APPROXIMATE DATE OF DELIVERY OR AN AGENCY'S STATEMENT GIVING THE APPROXIMATE DATE OF ADOPTION MUST ACCOMPANY THE REQUEST FOR LEAVE. THE REQUESTED DURATION OF SUCH LEAVE SHALL BE FOR THE REMAINDER OF THE SEMESTER IN WHICH THE LEAVE COMMENCES AND NOT TO EXCEED THE FOUR SUBSEQUENT SEMESTERS. ALL SUCH LEAVES MUST TERMINATE AT THE END OF A SCHOOL YEAR. REQUEST FOR TERMINATION OF LEAVE SHALL BE MADE AT LEAST (30) DAYS PRIOR TO THE TIME THAT THE TEACHER EXPECTS TO RETURN TO DUTY EXCEPT WHEN DELIVERY OCCURS DURING SUCH (30) DAYS.

☐ **EXCHANGE TEACHING. (SECTION 703.03)**
REQUEST MUST BE MADE TWO (2) MONTHS PRIOR TO THE BEGINNING OF THE REQUESTED LEAVE. REQUEST FOR TERMINATION OF LEAVE SHALL BE MADE AT LEAST (30) DAYS PRIOR TO THE TIME THAT THE TEACHER EXPECTS TO RETURN TO DUTY.

☐ **PROFESSIONAL STUDY OR TRAVEL. (SECTION 703.06)**
APPLICANT SHALL OUTLINE, IN WRITING, PROGRAM OF STUDY OR TRAVEL TO BE PURSUED.

☐ **MILITARY LEAVE. (SECTION 703.08)**
COPY OF THE OFFICIAL ORDERS MUST ACCOMPANY REQUEST FORM. REQUEST FOR TERMINATION OF LEAVE SHALL BE MADE IMMEDIATELY WHEN DISCHARGE DATE IS KNOWN.

☐ **SPECIAL LEAVES. (SECTION 703.06 AND 703.07)**
CIRCLE APPROPRIATE SECTION NUMBER.

☐ **OTHER (SECTION 703.10 OR 703.15)**
STATE REASON: _____

SABBATICAL.

☐ **SABBATICAL LEAVE. (SECTION 703)**
REQUEST MUST BE IN WRITING TO THE SUPERINTENDENT BY MARCH 1 OF EACH YEAR.

"I HAVE READ AND UNDERSTAND THE TERMS OR SECTIONS OF THE "AGREEMENT" BETWEEN THE COLUMBUS BOARD OF EDUCATION AND THE COLUMBUS EDUCATION ASSOCIATION THAT RELATES TO MY REQUEST FOR LEAVE OF ABSENCE, AND UNDERSTAND MY RESPONSIBILITY IN REQUESTING THE TERMINATION OF SUCH LEAVE.

DISPOSITION OF REQUEST FOR LEAVE OF ABSENCE

☐ APPROVED AS SUBMITTED

☐ APPROVED AS AMENDED

☐ DENIED

SIGNATURE OF EMPLOYEE: _____

HOME ADDRESS: _____ TELEPHONE: _____

SIGNATURE OF PRINCIPAL: _____ NUMBER OF DAYS: _____

SIGNATURE OF SUPERINTENDENT OF SCHOOLS: _____ SIGNATURE OF PRINCIPAL OR SUPERVISOR: _____

SUBMIT WHITE COPY — PERSONNEL SERVICES YELLOW COPY — PROFESSIONAL PINK COPY — PERSONAL

Unpaid or Sabbatical Leave of Absense Request

Variance Process for School Reform

Reform Panel
Columbus Public Schools

As Scout Schools involved in school reform prepare for implementation of plans they may need a variance from an existing Board of Education policy, collective bargaining agreement, administrative practice or state and federal regulations. The Reform Panel will assist Scout Schools in seeking variances to facilitate school reform efforts.

Given that one of the major school reform principles is shared decision making through school-based cabinets, a variance process should strive to encourage consensus and collaboration. The following is a description of the variance process as depicted in flow chart form on the reverse side of this page.

Stage I: School Develops an Innovative Idea
- Idea emerges from school planning discussion
- Idea is channeled through the Site-based Shared-Decision Making Cabinet:

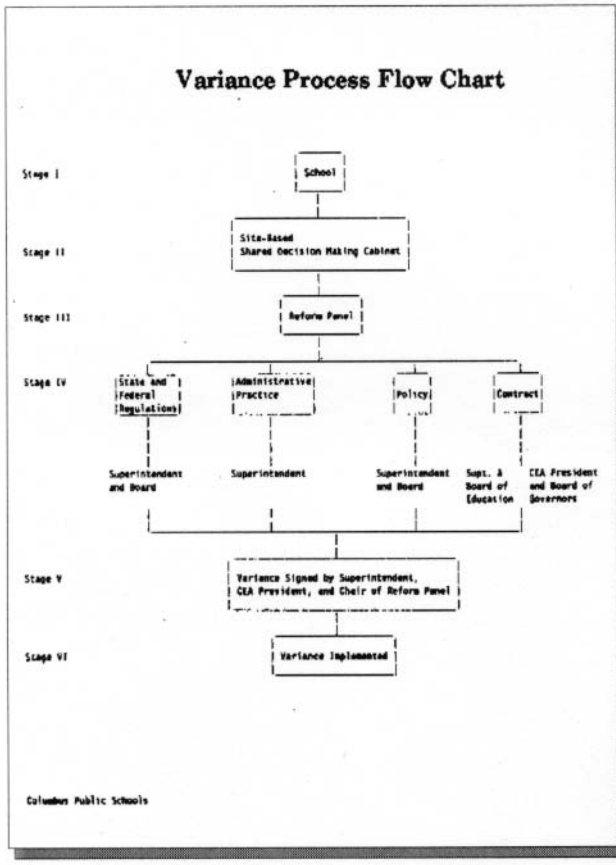
Stage II: School-Based Shared Decision Making Cabinet Submits a Variance Request
- Idea is discussed with representatives from the broader school community, including teachers, administrators, parents, community members and students. Idea is justified among the school community in terms of improved student learning and achievement and is directed toward accomplishing one of the thirty-three districtwide improvements identified in the High School Task Force, Feasibility Study of February 21, 1989
- Idea is found to be inconsistent with Board of Education policy, the collective bargaining agreement, administrative practice, or state and federal regulations.
- Consensus is reached by the Site-Based Shared Decision Making Cabinet to submit a Variance Request form to the Reform Panel.

Stage III: Reform Panel Reviews Variance Request
- Variance Request is reviewed by Reform Panel
- Consensus is reached among Reform Panel members that the variance should move forward in the process.

State IV: Internal Process of Variances
- Variance request to modify a state and/or federal regulation shall be internally processed by the Superintendent with the Board of Education.
- Variance requests to change current administrative practice shall be internally processed by the Superintendent.
- Variance requests to modify a Board policy shall be internally processed by the Superintendent with the Board of Education.
- Variance request to modify the collective bargaining agreement shall be internally and independently processed by both the Superintendent with the Board of Education and the CEA President with the CEA Board of Governors.
- All processing shall include the involvement of any other individuals or groups as independently deemed appropriate by either the Superintendent or the CEA President.

Stage V: Variance Approval
- Approved variances shall be signed by the Superintendent, the CEA President and the Chair of the Reform Panel.
- Any limitations, specific periods of time, and reporting requirements shall be clearly indicated on the Variance.

Stage VI: Approved Variance Is Returned to Site-Based Shared Decision Making Cabinet for Implementation.


Variance Process Flow Chart
Stage I
School
Stage II
Site-Based
Shared Decision Making Cabinet
Stage III
Reform Panel
Stage IV
State and Federal Regulations
Administrative Practice
Policy
Contract
Superintendent and Board
Superintendent
Superintendent and Board
Supt. & Board of Education
CEA President and Board of Governors
Stage V
Variance Signed by Superintendent, CEA President, and Chair of Reform Panel
Stage VI
Variance Implemented
Columbus Public Schools

VARIANCE REQUEST FORM
(Initial Request)
Columbus Public Schools

School:_____ Implementation Year:_____

1. Requesting variance from:
a.____CEA/Bd. Collective Bargaining Agreement: Article Number _____
b.____Columbus Board of Education Policy: Policy Number_____
c.____State or Federal Regulation : Code/Regulation No._____
d.____District Administrative Practice (Briefly note:)

2. Variance Topic requested: *(Attach additional sheet(s) if necessary.)*

3. Rationale for variance: *(Attach appropriate documentation.)*

4. Expected student outcomes as a result of variance: *(Attach additional sheet(s) if necessary.)*

*Signatures below indicate that at least 75% of the teaching staff, by secret ballot vote, support this variance request.

Principal or Chair, Site-Based Decision Making Cabinet — Date — CEA Senior FR — Date

Date received Initial review by Reform Panel Designee:_____

Original waiver to Contract Rainbow ____, Date:_____

Presentation scheduled: ___yes ___no Date:_____ Time:_____

REFORM PANEL ACTION

Date of Reform Panel Action:_____
____Variance Approved as Submitted ____*Variance approved as Modified ____Variance Denied
____Complete and Submit State Waiver Request

*Modifications:

Superintendent — Date — CEA President — Date

All variances become null and void at the end of the school year.

Rev 9-95

ELEMENTARY PHYSICAL EDUCATION GRADE REPORTS
GRADE 1, 2, & 3

School: _____ Room Number:_____ Date:_____

Teacher: _____

PHYSICAL EDUCATION TEACHER:_____

ALL STUDENTS IN YOUR CLASS SHOULD RECEIVE A GRADE OF "S" EXCEPT THOSE LISTED BELOW.

EFFORT	OUTSTANDING	SATISFACTORY	IMPROVEMENT NEEDED	UNSATISFACTORY
	O	S	I	U
1				
2				
3				

COLUMBUS PUBLIC SCHOOLS

GRADES K – 2 INTERIM REPORT

School Year 20___ - 20___
Student _____ School _____
Grade _____ Date _____

GRADE-LEVEL ACHIEVEMENT EXPECTATIONS

	Meeting	Working Toward	Area of Concern
Language/Concepts of Print	☐	☐	☐
Reading	☐	☐	☐
Writing	☐	☐	☐
Research	☐	☐	☐
Communication	☐	☐	☐
Mathematics	☐	☐	☐
Social Studies	☐	☐	☐
Science	☐	☐	☐
Health	☐	☐	☐
_____	☐	☐	☐
_____	☐	☐	☐
_____	☐	☐	☐

WORK & SOCIAL BEHAVIOR EXPECTATIONS

	Meeting	Working Toward	Area of Concern
Works well independently	☐	☐	☐
Works well with others	☐	☐	☐
Demonstrates self-discipline in classroom	☐	☐	☐
Demonstrates self-discipline in other areas	☐	☐	☐
Completes classwork on time	☐	☐	☐
Completes homework	☐	☐	☐
Participates in classroom activities & discussions	☐	☐	☐
Listens and follows directions	☐	☐	☐
Respects authority	☐	☐	☐
Respects rights and property of others	☐	☐	☐
Respects people as individuals	☐	☐	☐

TEACHER COMMENTS:

Your support and encouragement are needed to help your child achieve the standards.

_____
Teacher

PLEASE KEEP THIS REPORT. SIGN THE ENVELOPE AND RETURN IT TO THE SCHOOL. THERE IS SPACE ON THE ENVELOPE FOR YOU TO REQUEST A CONFERENCE SHOULD YOU SO DESIRE.

Student Report Card –Grade 3, 4 &5

Student _____ School _____
Grade _____ School Year 20___ - 20___ Teacher _____

KEYS FOR LEVELS OF PERFORMANCE

Scale	Achievement
4 - *Advanced*	Consistently **exceeds** required level of performance
3 - *Proficient*	Consistently **meets** required level of performance
2 - *Basic*	**Working toward** required level of performance, but inconsistent
1 - *Below Basic*	Consistently **working below** required level of performance
Ø - *Not enough work completed to score*	
☐ - *Not evaluated during this grading period*	

Scale	Effort
4	**Consistently** focuses on learning and works hard on all tasks
3	**Usually** focuses on learning and works hard on most tasks
2	**Sometimes** focuses on learning and works on some tasks
1	**Rarely** focuses on learning and works on few tasks
Ø	No evidence of effort

LANGUAGE ARTS Achievement — GRADING PERIOD 1 2 3 4

LANGUAGE/FLUENCY
- Uses knowledge of letters and sounds:
  - *When Reading*
  - *When Writing*
- Demonstrates fluent oral reading
- Recognizes and uses grade-level vocabulary
- **LANGUAGE/FLUENCY** Effort

READING Achievement
- **Reads & Understands grade-level material**

Fiction (Stories, poems, plays)
- Understands and applies what he/she hears
- Understands and applies what he/she is able to read

Non-fiction (Informational articles, textbooks)
- Understands and applies what he/she hears
- Understands and applies what he/she is able to read
- **READING** Effort

WRITING Achievement
- Writes legibly in cursive
- Uses spacing to write words and sentences
- Expresses ideas in writing for a variety of purposes
- Spells grade-level words correctly and consistently
- Applies the rules of punctuation, capitalization, & grammar
- **WRITING** Effort

RESEARCH Achievement
- Gathers and uses information for research
- **RESEARCH** Effort

COMMUNICATION Achievement
- Uses ac
- Express
- COMM

MATHEMATICS Achievement — GRADING PERIOD 1 2 3 4

Understands and uses concepts and skills related to . . .
- Number, Number Sense, and Operations
- Measurement
- Geometry and Spatial Sense
- Patterns, Functions, and Algebra
- Data Analysis and Probability
- Mathematical Processes
- **MATHEMATICS** Effort

SCIENCE Achievement — 1 2 3 4

Understands and uses concepts and skills related to . . .
- Earth & Space Sciences
- Life Sciences
- Physical Sciences
- Science Technology
- Scientific Inquiry
- Scientific Ways of Knowing
- **SCIENCE** Effort

SOCIAL STUDIES Achievement — 1 2 3 4

Understands and uses concepts and skills related to . . .
- History
- People in Societies
- Geography
- Economics
- Government
- Citizenship Rights and Responsibilities
- Skills and Methods

GRADING PERIOD 1 2 3 4

HEALTH Achievement
- Effort

ART Achievement
- Effort

PHYSICAL EDUCATION Achievement
- Effort

GENERAL MUSIC Achievement
- Effort

ADDITIONAL CPS-APPROVED AREAS OF INSTRUCTION
- Effort
- Effort
- Effort

WORK AND SOCIAL BEHAVIORS

E = Exemplary behavior
S = Satisfactory behavior
I = Improvement needed
U = Unsatisfactory behavior

GRADING PERIOD 1 2 3 4
- Works well independently
- Works well with others
- Demonstrates self-discipline in classroom
- Demonstrates self-discipline in other areas
- Completes classwork on time
- Completes homework
- Participates in classroom activities & discussions
- Listens and follows directions
- Respects authority
- Respects rights and property of others
- Respects people as individuals

Parents: Please note if an item is marked (x)

GRADING PERIOD 1 2 3 4
- Note enclosed
- Conference requested by teacher
- Retention being considered

ABSENCES AND TARDIES AFFECT ACADEMIC PROGRESS

RECORD OF ATTENDANCE	GRADING PERIOD 1	2	3	4	TOTAL
DAYS PRESENT					
DAYS ABSENT					
DAYS TARDY					

YOUR CHILD IS: ☐ PROMOTED TO ☐ RETAINED IN

Grade ____ School _____ Room ____

Date _____ Principal _____

COMMENTS:

GRADING PERIOD 1:

GRADING PERIOD 2:

GRADING PERIOD 3:

GRADING PERIOD 4:

Student Report Card –Grade 3, 4 &5

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To assure every qualified Columbus Public School graduate the opportunity to go to college.

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SYLLABUS
for use with
Appraisal of the Professional
Revised - July, 1986

(Note: This Agreement calls for the redesign of the evaluation instrument and process described below.)

Philosophy

The philosophy underlying the development of the *Appraisal of the Professional*, *A Step to Professional Growth*, is inherent in the title itself.

The essence of this philosophy is evident in the following list of statements:

1. The appraisal system allows for the development of a close working relationship between the professional and the evaluator. The goal of professional and evaluator must be an authentic attempt to assist in professional growth and development.
2. The professional appraisal system is linked to professional growth or improvement in the assigned area of responsibility.
3. Focus of the professional appraisal system is to be on professional performance.
4. The professional fills many roles, some of which are not limited to the classroom.
5. Appraisal is to be conducted by the building administrator or other designated evaluator.
6. The use of the evaluation instrument is flexible enough to meet the needs of all professional staff, regardless of assignment.
7. Standards of effective performance should be established which are credible to the professional, undiminished by vague and loosely defined terms.
8. The appraisal system provides a reasonable means with appropriate due process for terminating the employment of personnel who are not performing successfully.

General Procedures

The "appraisal of the professional" must be viewed as a process through which professional performance is evaluated, plans for improvement of performance are formulated and recognition of success is formalized as a part of professional evaluation.

In order to be responsive to the varied assignments of professional educators, the evaluation instrument must be interpreted as it relates to the professional's assignment. "Teaching Performance," for professionals performing their responsibilities in areas other than in the classroom, should reflect the effectiveness with which the individual carries out his specific assignment.

In the evaluation of guidance counselors both the counselor and the evaluator should give due consideration to the unique role of the counselor. The document entitled "Guidance Services, K-12 Written Guidance Program Plan," dated August, 1985, will be useful in understanding the role of the counselor.

Professional personnel who are not assigned to a specific school on a full-time basis will be evaluated by their supervisor and/or other professional who is knowledgeable about the individual's per-

formance in a given program or assignment. If the evaluator is a person other than the building administrator, the evaluator shall be identified to the professional at the time of assignment or prior to October 1 of the initial year of assignment of the professional in the position.

The Major Activities Which Must Take Place Under Normal Conditions

1. The evaluator arranges visitations and/or observations with each professional staff member for whom he/she is responsible for purposes of gather information needed for appraisal of performance.
   A. The following number of evaluations shall be conducted by the building administrators based upon continuous experience in the Columbus Public Schools*:
      1st and 2nd years .....2 evaluations
      3rd year .....1 or 2 evaluations at administrator's option
      4th and 5th years .....1 evaluation
      subsequent years .....1 evaluation every second year, commencing with the seventh year

*"Continuous experience" shall not include the consideration of a school year during which there was a leave of absence in excess of sixty-one (61) days

(Under normal conditions where two evaluations are provided above they should be spaced approximately two or more months apart.)

   B. Evaluations provided for in paragraph A shall be for the major purpose of assisting the professional toward improved instruction.
   C. Where a building administrator deems that a professional's performance is seriously unsatisfactory and it is the evaluator's intention to recommend involuntary transfer, non-retention of Full-Time Hourly Professional Employees, non-renewal of contract, termination of contract, or investigate further with the possibility of making any of the aforementioned recommendations, the administrator shall notify such professional of his/her intent in writing on the Notice of Special Evaluation form (see attachment). Such notification shall set forth the specific areas of alleged unsatisfactory performance. Following such notification the administrator shall evaluate the professional's performance, observing all stipulated activities except paragraph A. A conference shall be held between the administrator and the professional to discuss the professional's performance prior to any final action by the administrator. The professional may be accompanied or represented by an Association Representative at such conference and shall have three (3) days prior notification of the conference. Regular evaluations provided for in paragraph A shall be performed before such Special Evaluations except the second evaluation for 1st and 2nd year teachers, or when an unusual condition is deemed to exist.
   D. Classroom observations of the work performance of a pro-

fessional for the purpose of a formal written evaluation shall be conducted openly with the observer visible to the professional. A minimum of one (1) and a maximum of three (3) such observations shall be accomplished through prior arrangement with the professional. In addition, a maximum of three (3) such observations may be accomplished at the convenience of the building administrator provided the number of such observations does not exceed the number of observations accomplished through prior arrangement. When unusual conditions are deemed to exist, observations are not required if such observations would not substantively contribute to an evaluation of the unusual condition.

2. Appraisal conferences are arranged for professionals who are identified in A or C above.
3. Goals for improvement, professional growth activities and the general statements section must be completed by the professional and the evaluator if one or more ratings of unsuccessful are recorded except when an unusual condition is deemed to exist.
4. The direct involvement in the evaluation process of persons other than building administrators or immediate supervisors shall be only under the following circumstances:
   A. The Teacher Personnel Office may determine to become involved in cases where the building administrator or immediate supervisor (1) recommends an involuntary transfer, non-renewal of contract, termination of contract, or non-retention of a Full-Time Hourly Professional Employee as a result of the Special Evaluation; or (2) when an unusual condition is deemed to exist; or (3) upon the professional's request.
   B. Area Principals, Supervisors (other than the professional's immediate supervisor) and other personnel shall be involved upon a professional's request or at the request of the building administrator or immediate supervisor. The role of area principals and supervisors directly involved in evaluation shall be to make recommendations for improvement to the professional being evaluated and such recommendations may also be communicated to the evaluator..
   C. When an evaluation is being conducted as a result of a Special Notice and other personnel do observe the professional's performance and make any type of report to the evaluator or other administrator, such report shall be provided in full to the professional in a conference among the professional, the evaluator or other administrator, and the observer. The professional shall be entitled to Association representation at such a conference.
   D. Final decisions as to a professional's evaluation shall remain with the building administrator or immediate supervisor, except as provided in the PAR Program.
   E. Nothing in this section 4 is intended to restrict the evaluator from consulting with the Teacher Personnel Office about evaluation practices or procedures in general or to review the practices and procedures related to a specific evaluation of a professional.
   F. When the professional is in the PAR Program.

Completing the Appraisal of the Professional Form

Background Information

"Grade / subject / position" should be used because not all professional staff are assigned to the classroom. This piece of information can also be used as a check to see if the person is assigned to duties related to his/her major field of study and areas of certification.

"Degrees held" gives some indication of the efforts of the individual toward professional improvement and professional preparation.

"Areas of certification" gives an indication of whether the person is assigned to an area in which he/she has professional competence, and should perform satisfactorily without undue stress.

"Years of continuous Columbus service" can be used as a cross check for the type of contract held and whether to appraise one time or two times a year.

"Service in present school" indicates familiarity with the school staff, pupils, community, and administration.

"Total years of experience" indicates prior professional experience regardless of the system and helps the appraiser form a picture of expected level of performance.

Observation Record

The administrator shall record the observations he/she has made prior to a conference with the professional. The instrument may be dated and initialed by both professional and administrator at the time of observation. In the case of professional personnel performing duties other than in a classroom, the administrator may write "N" for not-applicable. Notations made during or resulting from an observation shall not be placed in the professional's personnel file.

Verification of Conference

This portion of the instrument complies with Article 401.07 of the negotiated contract, which states, "All evaluations or reports on an observation must be dated and signed by the teacher. Such signatures shall not necessarily indicate agreement with the evaluation." This signature and date of the conference should be affixed upon completion of the instrument and termination of the conference.

Contents of the Evaluation

The "code" to be used in making the evaluation is as follows:
S = Successful - The professional who is meeting acceptable standards of performance.
U = Unsuccessful - The professional who is not meeting the minimal levels of performance or competence expected.
N = Not Applicable - For the professional who is performing duties for which all eight categories or individual categories would not or should not apply.

The professional shall be given a facsimile of the official appraisal instrument and may consider each of the eight items and code in his/her response prior to the conference. Each of the applicable items may be discussed during the conference and the evaluator may transfer the responses from the facsimile on to the official

appraisal instrument at the option of the professional.

Goals for Professional Improvement

This portion of the instrument may be filled in at the option of the professional and/or administrator, except when ratings of unsuccessful have been received. In the latter cases, one or more goals for improvement must be recorded by both the professional and the evaluator.

Proposed Professional Growth Activities

This portion provides space for both the evaluator and the professional to suggest specific activities for professional improvement. If one or more ratings of unsuccessful are recorded both the professional and the evaluator must participate in the completion of this section.

General Statements

This portion is provided to meet the following two objectives:

1. Completion of this section by the professional and the evaluator is required if one or more ratings of unsuccessful have been recorded. This provides an opportunity for both parties to comment constructively in regard to those areas marked unsuccessful. Comments in this space should be related to the factors being evaluated. This space is not provided for either party to introduce additional factors or to get in a "final word."
2. The professional and/or evaluator are encouraged to comment on outstanding levels of performance by the professional.

Evaluator's Recommendation

An evaluator's recommendation is to be recorded only in cases in which the evaluation is a Special Evaluation.

Distribution

Following completion of the conference and validation of the appraisal form by both professional and administrator signatures, one copy is to be given to the professional, one is to be sent to the Teacher Personnel Office, and one is to be retained by the building administrator.

PAR

Nothing in this syllabus will prevent the PAR Panel from adopting Intern Evaluation Procedures and Intervention Assistance Procedures as said Panel deems appropriate.

Part IV

Index to the Master Agreement

Note: *Italicized index items are those that appear in headline or subheadline format in the actual contract including article and section titles.*

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