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Columbus Board of Education of the Columbus City School District and Columbus Education Association (1983)

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Columbus Board of Education of the Columbus City School District and Columbus Education Association (1983)

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AGREEMENT

BETWEEN
THE
COLUMBUS BOARD OF EDUCATION
AND THE
COLUMBUS EDUCATION ASSOCIATION

SEPTEMBER 1, 1983 to AUGUST 24, 1986

X 8/86

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AGREEMENT

BETWEEN THE COLUMBUS BOARD OF EDUCATION AND THE COLUMBUS EDUCATION ASSOCIATION

This Agreement entered into at Columbus, Ohio, effective September 1, 1983, 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 teachers, nurses, 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. "Teachers" shall also mean other regular full-time professional staff members except classified and civil-service type personnel and except educational aides 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." All employees herein defined as teachers shall be members of the bargaining unit, but said bargaining unit shall exclude the 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.

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.

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 penalties by the Board; provided, however, that any dispute as to whether this provision has been violated shall be subject to final and binding arbitration pursuant to the rules of the American Arbitration Association.

106.02 Any teacher who initiates or participates in a strike or other act prohibited by this Article will be subject to disciplinary action by the Board; provided, however, that the question of such participation shall be subject to final and binding arbitration pursuant to the rules of the American Arbitration Association.

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

Article 107 PRESENT POLICIES

107.01 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 express provision of this CEA/Board Agreement, the provisions of the CEA/Board Agreement shall have precedence.

107.02 Prior to Board adoption or revision of any provision of the *Administrative Guide* which governs teachers, Board representatives shall consult with representatives of the Association a minimum of thirty (30) days prior to such adoption.

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 city-wide policies, programs, or procedures of significant importance to and directly involving teachers.

108.02 During the term of this Agreement, the Superintendent of Schools 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 the arbitrator renders a decision.

108.04 All school forms developed by the school district shall be free of sexual stereotyping. The school system may contin-

ue to use supplies of forms presently in stock. The Association may advise the Assistant Superintendent, Support Services, 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. The Board shall supply the Association with a personnel directory from the computer personnel file by October 15 of each year. The directory shall contain an alphabetical listing of the bargaining unit personnel with the following information, as contained in the file:
1. Name
 2. Home address
 3. Administrative assignment
 - a. For school assigned staff this will be their school and grade level or subject area. The subject area indicated in this directory shall not be utilized to establish the teaching area assignment as used in other sections of this Agreement.
 - b. In the case of staff with more than one school assignment it will be their home school or other administrative location which is their home base.
 - c. For staff not assigned to a school this will be the administrative location of the department to which they report.
- B. The Board of Education shall supply the Association with names and addresses of all new teachers within one (1) week after official Board action employing such teachers.
- C. The information provided in A and B above shall be only for the private use of the Association.

109.03 Membership Dues Deduction

- A. Membership dues of the Association, either Form A membership, Form B membership, or Form C membership, and its district, state, and national affiliates, shall be deducted in ten (10) equal installments beginning with the fourth paycheck of the school year on the basis of deduction authorizations supplied by the Association to the Treasurer. 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, provided that notifications of withdrawal are submitted to the Treasurer during such fifteen (15) day period. Notification of the irrevocable condition and of the fifteen (15) day withdrawal period ending September 15 shall be set forth clearly on the face of the deduction authorization form.
- B. The enrollment period for such deductions shall be from September 1 to October 25 each year. Authorization shall be on a continuing basis from year to year unless a request for withdrawal is submitted in writing to the Treasurer of the Board, with a copy to the Association.
- C. The balance of the annual deductions shall be deducted from the final paycheck of a member resigning his/her position, receiving a leave of absence, or terminating his/her employment after the opening of school.
- D. The Association will indemnify the Board and Treasurer against liability for all deductions made in accordance with these provisions.

- E. 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.
 - F. 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.
 - G. The Association shall have exclusive payroll deduction rights for union dues for members of the bargaining unit.
- 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 Building Representative(s) who has the responsibility for maintaining the bulletin board.
- 109.05** 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.
- 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 three (3) 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 April 1. 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. The continuation of insurance benefits for such teachers shall be contingent upon timely monthly payment of the premium to the Board.
 - D. Notwithstanding the above, release of the Vice-President during the 1983-84 school year shall be in accordance with the provisions of the previous Board/CEA Agreement and with the Vice-President's status during the 1982-83 school year.
- 109.08** The Association Building 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.
- 109.10 The members of the Association's Board of Governors and/or the Association's Building 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 Building Representatives. In addition, members of the Association's Board of Governors and the Association's Building 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 Building Representatives. Governors and Building 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 Building 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 Building 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 T.B.S. (Teachers for Better Schools) and/or contributions to the United Negro College Fund. Such procedures will include furnishing the names and addresses to the appropriate organization of teachers making such contributions to T.B.S., and such procedures will be developed in consultation with the Association. The reasonable cost recovery realized by the Board shall not exceed two (2) cents per month per deduction for the above mentioned contributions.

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 Building 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. If the

teacher wishes, the teacher may be accompanied at such meeting by a representative of the Association. At the request of an individual grievant, the Step 1 hearing shall involve only the grievant and the principal. The principal may be accompanied by another administrator at Step 1 except when only the individual grievant and the principal are involved. The role of the accompanying administrator in the hearing will be to advise and counsel with the principal. The principal will conduct the hearing.

- C. Within four (4) school days after this meeting, the principal will state the decision in writing on the grievance form and provide a copy to the grievant.

Step 2. If the grievant is not satisfied with the decision concerning the grievance made by the principal 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 except as provided in Step 1. 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 In the event there is a grievance which involves a number of teachers in more than one school, it may be submitted as a group grievance by the Association and may be instituted at Step 2 of the Grievance Procedure, if the Association so elects. The teachers involved in the grievance will be named on the grievance form.
- 110.07 In the event there is a grievance which involves a condition of general concern to the teaching personnel of the Columbus City School District, it may be submitted by the Association as an Association grievance and may be instituted at Step 2 of the Grievance Procedure, if the Association so elects.

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 an arbitration within fourteen (14) 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 If the Board fails or refuses to comply with a final and binding decision of an arbitrator rendered in accordance with the provisions of this Article, the Continuous Performance Pledge set forth in Article 106 will be of no force or effect.

111.07 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.

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. For the 1983-84 school year, such agency fee shall be paid either by payment directly to the Association on or before the last day of the month for which such fee is due or by deduction made pursuant to the mechanism provided by Section 109.03 of this Agreement.
- B. Effective with the 1984-85 school year and subsequently during this Agreement, such agency fee shall be auto-

- atically deductible in ten (10) equal installments beginning with the fourth paycheck of the school year.
- C. The balance of any annual deductions shall be deducted from the final paycheck of a non-member teacher resigning his/her position, receiving a leave of absence, or terminating his/her employment after the opening of school.
 - D. The Association will compensate the Board in the amount of fifteen cents (\$.15) per non-member deducting teacher per year for the payroll deduction service to be deducted from the first deduction period each school year.
 - E. The Board will provide the Association with a single printout showing the non-member teachers from whom such agency fees were deducted. This itemized statement with a transmittal letter will be prepared monthly.
- 112.03** Should a teacher who is not a member of the Association and who is not having the agency fee deducted as set forth in Section 112.02A above fail to pay the agency fee as required, then he/she shall be liable to the Association for such fee in a civil action if commenced within one year of the date that such fee was due.
- 112.04** The foregoing provisions regarding agency fees shall be subject to all requirements of Ohio Revised Code, Section 4117.09(C), when effective, and all other applicable law of like subject matter.
- 112.05** 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 to 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 city-wide 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.
- 201.03** In the event the school administrator changes a student's final grade, the administrator will initial and date such change.

Article 202 PRINCIPAL'S ADVISORY COUNCIL

- 202.01** Each school shall have a Principal's Advisory Council to be organized during the first month of the school year, consisting of not more than five (5) teachers, which will meet with the principal and members of the staff at least once a month.
- 202.02** The Association Building Representative shall be a member of the Principal's Advisory Council. Two members of the Council shall be elected by secret ballot of the teachers at a general staff meeting. The remaining two members of the Council shall be appointed by the principal. All members shall serve by consent. The term of office shall be one school year.
- 202.03** The Principal's Advisory 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 Council shall assume the responsibility for being knowledgeable about matters in this Agreement which relate to its functions.
- 202.04** The Council shall elect a Chairperson at its first meeting each year. The Council Chairperson shall prepare an agenda prior to each subsequent meeting, after consultation with the principal. The Council 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 Council Chairperson and a copy of the Council Chairperson's report no later than five (5) days after receiving it from the Chairperson. The length of the Council Chairperson's report is to be no more than five (5) single spaced type-written pages unless a larger report is deemed necessary by the Council Chairperson and the principal.
- 202.05** Each professional staff member shall have the right to have matters placed on the Council Agenda and shall have the right to speak to the Council on an item which the staff member has initiated unless a majority of the Council shall vote to limit the discussion. The Council's meetings shall be open to all teachers in the building, except that a majority of the Council may declare executive session.

Article 203 ELECTION OF DEPARTMENT CHAIRPERSONS

- 203.01** Department Chairpersons in high schools shall be elected by the teachers in their respective departments each school year.
- 203.02** The term of office shall be from June to June.
- 203.03** Department Chairpersons shall serve by consent.
- 203.04** The various departments' members shall develop guidelines for the role of the Department Chairperson.
- 203.05** Effective with the 1984-85 school year, if the Board elects the option described in 906.04G, the following procedure shall replace Sections 203.01, 203.02, and 203.04 above. 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 School 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 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 school day for all elementary schools shall normally be five and one-half (5½) hours per day, excluding the lunch period.
- 204.03** The length of the 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 (7½) hours. Such seven and one-half (7½) hours shall include a duty-free lunch period. Teachers may contract individually with the Board for extra-duty assignments that may extend beyond the seven and one-half (7½) hour day. Full-time hourly-rate 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. In no event shall a teacher's work day 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 50 percent, recognizing that the pupil 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 pupil 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 release-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 Principal's Advisory 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 Principal's Advisory 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.
- 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 Division of Support 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 Division of Support Services. Such modification by the Division of Support 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 staff meetings per month if called by the principal of that school. Except in the case of emergency, or as provided below, such required staff meetings will not extend beyond 4:30 p.m. or more than 45 minutes beyond the teacher's scheduled school day.

205.02 In addition to the regular staff meetings, the principal, in consultation with the Principal's Advisory Council, may schedule two (2) forty-five (45) minute staff meetings per month and/or extend one (1) required staff meeting per month a maximum of thirty (30) minutes beyond these limitations 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 Principal's Advisory Council shall assist the principal in developing the program and agenda.

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

205.04 Except in the case of emergency, the principal shall not schedule building level staff meetings and/or building level workshops involving the majority of the teaching staff in the afternoon of the first Thursday of each month during the regular school day.

205.05 The afternoon of the first work day in the school year shall be for the teacher's own professional utilization at his/her assigned building. In the event an elementary principal is assigned to two buildings, the principal may designate the morning in place of the afternoon as provided above.

Article 206 TEACHING ENVIRONMENT AND NEW BUILDINGS

206.01 Duplicating machines and a typewriter shall be made available in each school for the use of teachers in carrying out their professional tasks.

206.02 Each classroom shall have sufficient chalkboard 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 teachers' lounges as space permits. If not otherwise available, teachers shall be permitted to have efficiency-type ranges 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 Principal's Advisory Council where the development of such guidelines are requested by the Principal's Advisory 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 Not less than one room appropriately furnished and vented shall be reserved for use as a faculty lounge in which smoking will be permitted.
- 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.
- 206.07 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.
- 206.08 The following shall be provided in each school built or substantively remodeled as a result of the passage of the November, 1972 bond issue subject to the availability of space:
- 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.
- 206.09 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 Principal's Advisory Council with appropriate recommendations to the principal.
- 206.10 Upon request, any teacher shall be advised in a reasonably prompt manner of the status of the various school fund accounts.

Article 207 GUIDELINES FOR CLASSROOM VISITATIONS

The Association and the Board wholeheartedly support parent and community involvement in schools and encourage members of the community to visit the schools. However, because of the potential interruption and disruption of children's education posed by uncontrolled classroom visitations, 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 observation or visitation 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 the observation.
- F. No electronic devices will be used to make any record of the visit except by agreement of the teacher.
- G. Every effort will be made to minimize the amount of disruption caused by such visits.

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

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. When it becomes apparent that a break-down in classroom discipline is caused by a particular pupil who is disruptive in nature, it is the duty of the teacher and the principal to find a reasonable solution to the problem. It is the responsibility of the teacher to have previously taken steps to solve the problem if the pupil had been assigned to that teacher for a reasonable period of time. Such steps may include instructional strategies designed to modify the student's behavior, appropriate discipline, and parental contacts.
- 208.02** When the disruptive pupil is identified, a coordinated program will be undertaken by the teacher and principal to determine the causes for the disruptive performance, and to develop an individualized action program to meet the needs of the disruptive student.
- 208.03** A conference may be held among the student's teacher(s), a guidance counselor, the visiting teacher, the parents, and the principal to determine the details of a program to help the student. Such a conference may call upon the participation of the student, a school psychologist, an activities coordinator, the school nurse and a probationary officer as necessary.
- 208.04** Should the above action not be taken by the principal and the pupil's disruptive behavior continue, the teacher shall have the right to file a grievance at Step 2 of the Grievance Procedure.
- 208.05** As provided in Section 3319.41 of the Ohio Revised Code, a person employed or engaged as a teacher, principal, or administrator in a Columbus school may inflict or cause to be inflicted reasonable corporal punishment upon a pupil attending such school whenever such punishment is reasonably necessary in order to preserve discipline while such pupil is subject to school authority. Such person may also, within the scope of his/her employment, use and apply such amount of force as is reasonable and necessary to quell a disturbance threatening physical injury to others, to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil for the purpose of self-defense, or for the protection of persons or property.
- 208.06** The principal, in consultation with his/her Principal's Advisory Council, will establish procedures for the administration of all forms of discipline within the school. Such will include suspension and recommendations for expulsion and shall include a requirement that corporal punishment be administered in the presence of a witness who is a teacher, principal, or administrator in the district. Failure of the principal

to establish such written guidelines for discipline is grievable at Step 2 of the Grievance Procedure, providing the failure has been brought to the attention of the principal in writing and a reasonable length of time (generally within 30 days) has been provided the principal following such notification in order to establish such written guidelines. 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.

- 208.07 Teachers shall be given release time as required for appearances at administrative hearings and court proceedings arising out of their professional activities.
- 208.08 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, the teacher shall be so advised.

Article 209 CO-CURRICULAR ACTIVITIES AND EXTRA DUTIES

209.01 Assignment of teachers to sponsorship of school organizations where such sponsorship extends beyond the teacher's regular school day and assignment of teachers to the extra duties specified in Section 906.01 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 teacher's 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 to be absent for a full school day, or a longer period, such absence shall be reported to the principal or his/her designee at least one hour and thirty minutes prior to the teacher's normal required reporting time. In an emergency when 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 the proper notification required above has been made and no substitute has been assigned:

- 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 part-time hourly rate [$6 \times (\frac{3}{4}) \times$ part-time 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 ($\frac{3}{4}$) of the part-time 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.

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 educational aide 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 students for one or more of the following reasons:

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

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

210.04 The form(s) to be used for the interim progress reports shall be the same one(s) used during the 1980-81 school year until modified by mutual agreement of the parties.

Article 211 ASSIGNMENTS AND TRANSFERS

211.01 Vacancies

- A. Not later than May 15 of each year the Manager, Personnel Services, will prepare a list of all known vacancies in 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.
- B. Special known factors which will be considered in the assignment of teachers to known vacancies shall be indicated on the posted list. Examples of such factors are racial balance, special skills, experience level, training level, sex, and extra duties. Ability and appropriate certification shall be assumed criteria. The parties agree that the special known factors shall be given consideration. The parties further agree that the determination of ability and the final decision on the assignment shall be vested in the administration. In addition, the parties recognize that some of the known vacancies will be staffed by the assignment of teachers being transferred for the good of the system and by the assignment of teachers returning from leave. Teachers on staff reduction status will be given preferential treatment in assignment, except that new schools will not normally be staffed primarily with such teachers.
- C. Teachers desiring to be considered for such vacancies shall apply on forms agreed to between the Board and Association, and supplied to teachers upon request by the Manager, Personnel Services, or their school principals. Such applications must be made not later than May 25. In addition, by May 25, teachers requesting a transfer shall furnish in writing, to the appropriate principal(s) or program administrator(s) relevant information about their qualifications for the known vacancy which they wish the principal(s) or program administrator(s) to consider. The Administration shall not be limited to a consideration of such information.
- D. Seniority in General Transfer Requests — After the close of each school year during the term of this Agreement and prior to the opening of the following school year, the Board shall grant or offer appropriate transfers to a minimum of twenty-five (25) teachers who have submitted general transfer requests with the following stipulations:
 - 1. There are a minimum of twenty-five (25) eligible applicants for the May 15 posted vacancies and there are a minimum of twenty-five (25) posted vacancies for which there are eligible applicants.
 - 2. Teachers in this category shall have a minimum of ten (10) years continuous service in the Columbus Public Schools.
 - 3. Such teachers shall have submitted a general transfer request, clearly identifying Seniority Transfer status, by May 25 for a vacancy in a teaching area for which they are certified and in which they have recently taught.

4. Such teachers may be given priority consideration over staff reduction transfers.
 5. A transfer shall be considered to have been offered when a vacancy in the general teaching area of the applicant at the Kindergarten, Grades 1 through 5, middle school, or high school level and in the general geographic area requested has been made available for acceptance by a teacher in this category.
 6. The selection of teachers to be transferred from among the eligible teachers applying for such a transfer shall be vested in the Administration provided that at least thirteen (13) of the teachers offered such seniority transfer are taken from the twenty-five (25) most senior eligible applicants for whom there is an appropriate vacancy.
- E. Teachers will be notified promptly by the Manager, Personnel Services, of the receipt of their applications.
 - F. 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 April 1.
 - G. Teacher vacancies which may occur in system-wide non-teaching positions which are considered to be of direct interest to teachers' career advancement, special Federally funded programs, and assignments of such as teacher consultants and teachers on special assignment, shall be posted by May 15 or publicized as they occur throughout the year except where circumstances require prompt action by the Board. Such publicity shall describe the vacant position and shall include directions for making application. Publicity shall be posted in each school during the school year and in each high school summer school center during the summer.
 - H. From time to time it may be necessary to close a given school. The reassignment of teachers in such a school shall be on the same basis as other staff reduction transfer teachers in the school system. However, where a school is to be closed and totally merged into a second school, teachers in the closed school shall have the right to elect reassignment to available vacancies in the open school by grade level category or teaching area. Where an elementary school is closed and merged into more than one elementary school, teachers in the closed school shall have the right to elect reassignment to available vacancies in the open schools by grade level category on a seniority basis, except that election of available vacancies by teachers in a closed school being totally merged into an open school shall have priority over election by teachers in a school being merged into more than one school. Teachers not assigned to such vacancies shall be on staff reduction status.
 - I. From time to time it is necessary to relocate special education classes from one school location to another. The continued placement of a teacher with such a relocated class shall not be considered a transfer, however such a teacher may elect the conference provisions provided in Section 211.03-A of this Article prior to such relocation.
 - J. The staffing of an alternative school shall include a process for advertising the vacancies and the procedures for making application for such vacancies. Teachers on staff reduction status shall not have priority for assignment to such vacancies. Teachers assigned to alternative schools who wish to transfer out of such alternative schools may complete a general transfer request and such request shall be processed as a staff reduction transfer. An alternative school teacher may be reassigned and given staff reduction status by recommendation of the building principal without the evaluation process required in Section 401.03, with the following stipulations:
 1. Such staff reduction status shall occur at the end of the school year.

2. Prior to a reassignment recommendation by the principal, a conference involving the principal and teacher shall be conducted and the concerns which may lead to such recommendation shall be discussed. Such concerns shall relate to the philosophy and goals of the alternative school and the possible incompatibility of the teaching style and philosophy of the teacher with those of the school.
3. The teacher may be accompanied by a CEA representative at such a conference and, if so, the principal may be accompanied by an administrative representative.
4. In the event the principal recommends reassignment, the basis for the recommendation shall not be arbitrary or capricious.

211.02 Assignment

- A. 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.
- B. 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.

211.03 Involuntary Transfers

- A. 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 Manager, Personnel Services, or his/her designated representative from the Personnel Office, 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.
- B. Involuntary transfers resulting from the evaluation process will be made in compliance with the provisions of the Teacher Evaluation Article in this Agreement and Section 211.03-A above.
- C. 1. 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. In case of 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.

2. 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.
3. 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 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.

4. 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.
5. 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.
6. 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.
7. Beginning with and during the term of this Agreement, in the event the administration determines that staff reduction is necessary in the citywide programs listed below, and as further delineated in a September 1, 1983, memo from the office of Contract Relations to the Association, teachers who are staff reduced and continue on paid status shall have reassignment rights to such citywide 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 without regard for unpaid leaves since such date.

Elementary Field Librarians
 Elementary School Counselors
 Visiting Teachers
 Federal and State Programs
 Professional Specialists
 Special Education Consultants
 Career-Vocational Guidance Counselors
 Work Study Coordinators
 School Nurses
 Staff Development/Human Relations
 Resource Teachers by Subject Areas
 Psychologists

211.04 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.

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 September 1, 1983, or as modified in compliance with the provisions included in such Policy.
- 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 Principal's Advisory 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.
- 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.

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** Full-time teachers in elementary schools shall have planning-preparation time averaging approximately forty-five (45) minutes per day. Such planning-preparation time shall be considered to be a portion of the unassigned time during the teacher's regular work day.
- 302.03** Where unusual scheduling exists the daily average of a teacher's weekly schedule shall approximate the above time distributions.
- 302.04** Each elementary staff shall conduct a written ballot each year 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.
- 302.05** 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 less 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.

Article 303 ABILITY GROUPING

The Principal's Advisory 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

A teacher who objects to the decision of an IEP team may appeal such decision to the appropriate special education supervisor by submitting the objection, in writing, on a mutually agreed upon form, to the building principal for transmittal to such supervisor within three (3) school days. The written objection shall include the specific reasons which formed the basis for the objection. In such an event, the special education supervisor will conduct a conference with the teacher in a reasonably timely manner but not to exceed fifteen (15) school days, unless extended by mutual agreement, after receipt of the objection. If the teacher is not satisfied with the disposition of the conference, the principal will, within three (3) 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. Violation of the right of a teacher to this appeal process shall be subject to the Grievance Procedure.

Article 306 FOREIGN LANGUAGE

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

CHAPTER 400

Article 401 TEACHER EVALUATION

401.01 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 fourth year, commencing with the ninth 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.

401.02 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.

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-retention of Full-Time Hourly Professional Employee, 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. 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 Section 401.04 below 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 teacher shall be given a copy of any written evaluation or report on an observation.

401.06 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.
- 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 Manager, Personnel Services, 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.

Article 402 TEACHER CONTRACT FORMS

402.01 Regular Teacher Contracts

Teachers shall be offered an appropriately worded individual teaching contract.

402.02 Supplemental Contracts

- A. Teachers who have supplemental contracts during a given school year must be notified by April 30th if such contract is not to be renewed, as provided in Section 3319.11 of the Revised Code of Ohio.
- 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.
- 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, 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 renew such a supplemental contract. Any failure to observe this provision in regard to the offering of written statements relative to non-renewal of such a three (3) year supplemental contract shall be subject to the Grievance Procedure set forth in this Agreement.

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 shall be guaranteed the right to examine and review his/her personnel file. Prior arrangements for such examination shall be made with the Manager, Personnel Services.

Article 404 PROFESSIONAL BEHAVIOR

404.01 A teacher shall be entitled, upon his/her request, to have present an Association Building 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 two (2) school days.

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

404.03 The termination of the contract of a tenured teacher shall not be subject to the Grievance Procedure set forth in this Agreement. Tenured teachers whose contracts are terminated shall have recourse to their rights under Section 3319.16 of the 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 Assistant Superintendent, Elementary or Middle and High Schools. 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 extreme verbal abuse by administrators or other agents of the Board.

CHAPTER 500

Article 501 PROFESSIONAL STAFF DEVELOPMENT COMMITTEE

- 501.01** The Association shall have the right to appoint members of the bargaining unit to the Staff Development/Human Relations Action Team equal to one-fourth ($\frac{1}{4}$) of the membership of such Action Team.
- 501.02** Copies of all proposals or recommendations adopted by the Staff Development/Human Relations Action Team shall be submitted to the Association.
- 501.03** Members of the bargaining unit on the Staff Development/Human Relations Action Team shall be granted released time for attendance at meetings of the Action Team.

Article 502 ANNUAL EVALUATION

The Association, through its 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 copies will be submitted to the principal and school staff, the Superintendent, and the Association office in June of each year.

Article 503 LIBRARIES

- 503.01** As a result of the passage of the November, 1972, bond issue, 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.
- 503.02** Standards for Instructional Materials Centers shall be established by the joint committee on libraries, and recommended to the Board of Education.
- 503.03** The Board will include a minimum of \$240,000 in its 1984, 1984, and 1986 appropriations measure for the purchase of periodicals, library books and reference materials, and audio-visual materials.

Article 504 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 enroll-

ment 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 505 TEACHING AIDS

- 505.01 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 Principal's Advisory 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.
- 505.02 The present Test Selection Committee will be continued. However, the Association will have the right to appoint five (5) representatives to the Committee.
- 505.03 All committees included in this Article, including textbook selection committees, shall adhere to the provisions of the Article entitled "Committee Procedures."

Article 506 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 507 COMMITTEE PROCEDURES

- 507.01 Committees formed or continued as a result of this Agreement shall function in a democratic fashion, with chairpersons elected by the committee members.
- 507.02 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.
- 507.03 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.
- 507.04 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 507.01, 507.02, and 507.03.

CHAPTER 600

Article 601 EDUCATIONAL AIDES

- 601.01 The employment and use of educational aides shall also be in accordance with Section 3319.088 of the Revised Code of Ohio, 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. During the term of this Agreement, the number of educational aides 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 educational aides 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 Principal's Advisory 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 educational aide statute or guidelines established by the State Board of Education.

601.04 In those schools in which there are sufficient educational aides available, the supervision of all study halls, school yards, lunchrooms, and school halls shall be performed by educational aides 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 nonteaching duties correspondingly minimized.

601.05 The Principal's Advisory Council shall consider and recommend to the principal appropriate procedures for the participation of teachers in the interview and selection of educational aides.

Article 602 VOLUNTEER WORKERS

In each school which uses volunteer workers, the Principal's Advisory Council may develop guidelines for such workers and recommend such guidelines to the principal.

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 TEACHERS OF THE EMOTIONALLY DISTURBED

604.01 Teachers at Clearbrook and Beatty Park Schools will continue to be assigned the services of school aides at present assignment levels through the term of this Agreement.

604.02 The Principal's Advisory Councils at Clearbrook and Beatty Park Schools shall develop and recommend to the principal a training program to provide aides with training in the handling of emotionally disturbed children.

Article 605 SCHOOL NURSES

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

605.02 An Advisory Council shall be established for the Administrator of Nursing Services to be established in the same manner and to function with the same responsibilities and constraints as are set forth for the Principal's Advisory Council set forth in Article 202 of this Agreement.

Article 606 SCHOOL NURSE ORIENTATION AND IN-SERVICE

606.01 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.

606.02 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.

Article 607 VISITING TEACHERS

Each visiting teacher 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 608 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 Manager, Personnel Services, 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 fifteen-thirteenths (15/13) days at the end of each pay period. The effective date for granting and/or deducting sick leave credit shall be the final day of each pay 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 has been employed by a public agency of the State of Ohio within the previous ten (10) years.

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

- A. For absence of the teacher due to personal illness, pregnancy, injury or exposure to contagious disease which could be communicated to others.
- B. For absence of the teacher due to illness or injury of someone in the teacher's immediate family. Immediate family is defined as father, mother, brother, sister, son, daughter, wife, husband, grandmother, grandfather, grandson, granddaughter, father-in-law, mother-in-law, legal guardian, or foster or step-parents of the said teacher.

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 Manager, Personnel Services, 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, 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. Absence due to death in the immediate family shall not exceed five (5) consecutive school days.
- D. In addition, a teacher may use up to twenty (20) 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 the certificate required in case of sick leave absence, accompanied by the physician's statement required below;
 4. The teacher provides a physician's statement describing the nature and duration of the resulting disability and the necessity of absence from regular employment, with the findings of the physician subject to review by the Board physician;
 5. In the event the foregoing conditions are satisfied, none of the first twenty (20) days of absence resulting from such occurrence shall be deducted from the teacher's accumulated sick leave or personal leave;
 6. Worker's Compensation cannot be received simultaneously with sick leave benefits.

701.03 Use of Sick Leave Notification

- A. The principal, school clerk, or other administrative officer shall be notified by telephone as soon as possible 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 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 can be anticipated or not later than the 20th day of a continuous absence in cases where the absence could not be anticipated.

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 un-

less 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 and the principal or immediate supervisor, shall be completed by such employee on a form supplied by the Board, which form shall be filed with the Treasurer within ten (10) days following the last day of such absence.
- B. If medical attention is required, the teacher shall list the name and address of the attending physician and the dates when the physician was consulted on the form provided in Section 701.06-A above.
- C. Such report shall be made in a manner which will satisfy the requirements of R. C. Section 3319.141. 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 on account 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. Such approval shall be secured through the School Physician after he/she has received a confidential report from the personal physician of the absent teacher. Such report shall indicate the nature of the illness and the condition of the teacher.
- 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.

Article 702 LEAVES OF ABSENCE

Any teacher, upon proper application to the Superintendent and approval thereof, may be granted a leave of absence from the Board of Education for the following reasons:

702.01 Ill Health

- A. A written application for a leave of absence, without pay, for ill health must be accompanied by a statement from the attending doctor and be approved by the School Physician; said statement must indicate the nature of the illness and definitely recommend that the employee be relieved of duties.
- 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 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, approved by the School Physician, must be submitted by the teacher. This statement shall certify that the teacher has been examined and that he/she will be able to resume his/her duties with the Board when the leave of absence expires.
- 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 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.

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 Manager, Personnel Services, 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.
- 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 Manager, Personnel Services, 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 Manager, Personnel Services, 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 cancelled 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 of Schools. If an exchange-teaching leave involves the use of some teacher from outside the Columbus area as a replacement for the employee on leave, this replacement must be approved by the Superintendent before the leave can be approved. The replacement

teacher may be compensated only on the basis of the existing salary schedule, and no compensation may be paid to a teacher while absent on such leave of absence. However, 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 of Schools 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 of Schools 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 of Schools 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 of Schools 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 the staff 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 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 Revised Code, and shall be given full credit in the salary schedule for such service.
- C. Military leave shall be granted pursuant to Section 5923.05 of the Revised Code of Ohio.

702.06 Special Leaves

In order to accommodate special, and clearly defined needs of the Columbus City School District, the Superintendent of Schools 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, but shall not affect the tenure status of such personnel.
- G. Termination of such a leave shall be effected in writing by the Superintendent of Schools.

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 Manager, Personnel Services, 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. Request for such absence shall be made of the Manager, Personnel Services, at least ten (10) 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 sick 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 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 and his/her principal, shall be filed with the Treasurer within ten (10) days following the last day of absence. 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
- (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.

C. Procedures for the administration of personal leave shall be as follows:

- (1) When a teacher intends to use personal leave, he/she shall give his/her principal twenty-four (24) hours' advance notice, if possible.
- (2) Upon returning from the leave, the teacher shall complete the contractually required report.

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, the teacher shall be paid the difference between his/

her jury pay and his/her regular salary for the number of days involved. Such leave shall not be deducted from sick leave.

702.14 Association Leave

The Board shall authorize a pool of up to a total of 200 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 Manager, Personnel Services, 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 of Schools 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 of Schools 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 of Schools official evidence of his/her Peace Corps or VISTA service. Such official evidence is to include dates of service and duty assignments.

702.16 A joint committee of three (3) representatives of the Board and three (3) representatives of the Association shall be formed to develop and recommend guidelines for the granting of various professional leaves including long and short term leaves and released time for school related workshops and training programs. Upon completion such guidelines shall be recommended to the Superintendent and to the President of the Association.

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 of Schools 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 of Schools 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 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 of Schools 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 Revised Code of Ohio shall automatically and simultaneously change paragraph A in precisely the same manner without any consultation or agreement by the Board and CEA.
- 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 lay-off 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 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 lay-off only. The Board shall recall all teachers on lay-off status in the various areas of certification prior to employment of any new teachers in such certification areas.
- Stipulations:
- A. In the event two or more teachers have equal seniority, all determinations in the order of non-renewal and recall within the equal group shall be made by the Administration. In such event the Administration may give consideration to areas of certification, to past Columbus teach-

- ing 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 certification 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 on 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 Manager, Personnel Services, informed as to their current address and telephone number. Notification of recall by the Manager, Personnel Services, shall be to such address and failure to contact the Manager, Personnel Services, within fourteen (14) calendar days of the date of mailing shall remove the teacher from layoff status. The Manager, Personnel Services, 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 re-employed 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
 - (3) for the balance of the school year in vacancies occurring throughout the school year provided there is a reasonable expectation that lay-offs may be necessary the following September.

- H. A teacher on an unpaid leave of absence shall be considered on lay-off 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 lay-off status as provided in this Article.
- I. A six-member joint Board/CEA 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 Manager, Personnel Services, 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 lay-off 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 re-assigned 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 Full year employment shall be made available to at least five per cent (5%) of the teaching staff at the time of regular contract issuance in 1984, 1985, and 1986 for the succeeding summers of 1985, 1986, and 1987. Such teachers will receive a separate, supplemental contract for teaching in the summer school at the summer school 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 criteria:

- Priority I. Employed at the time of issuance of the supplemental contract and to be employed for the following school year.

Selection of applicants will be based on the following criteria:

Types of degree(s) held.

Number of years teaching experience.

- 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, within the school.
- E. Have application filled out completely and in by the April 15 deadline.
- F. The most recent formal evaluation free of unsuccessful ratings.

Priority II. Teachers now employed but resigning at the end of the school year.

Teachers now employed but retiring at the end of the school year.

Teachers new to Columbus under contract for the coming school year.

Full-time substitutes — fully certificated.

Priority III. Teachers applying for full-time employment.

Teachers employed in other school districts.

801.03 Summer school teaching pay shall be in accordance with the 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.

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

Stipulations:

A. A joint CEA-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.

C. Staff members who receive scrip, do not use it, and fail to return it to the Division of Instructional Services before the deadline for the next filing of applications for fee authorization cards shall be ineligible to receive fee authorization cards for the next four application periods.

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. Members of the bargaining unit may change annuity companies or amounts entirely at the member's discretion not more than once each twelve (12) months.

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 no later than the tenth of the month following the month in which the pay was received by the employee from which such salary reduction was withheld.

Article 805 DISABILITY INSURANCE PAYROLL DEDUCTIONS

805.01 Effective with the 1976-77 school year, the Board will provide payroll deductions for Washington National Income Protection Insurance with a maximum for four (4) separate options for each teacher. No teacher may elect more than one of the four (4) options, and no teacher who cancels their deduction for such insurance plan shall be permitted to reinstate their payroll deduction for such insurance plan for a minimum of one (1) year. Enrollment is limited to sixty (60) days after initial employment and at "open enrollment" period. Open enrollment period is limited to once each year. Washington National does not permit premium payments through the Board of Education while on an approved leave of absence. Teachers must apply for coverage within sixty (60) days of return from leave of absence to reinstate the payroll deduction. A change in options is considered an enrollment.

805.02 In accordance with the following, the Board will provide payroll deductions for teachers electing to purchase disability insurance from a carrier selected by the Association. The following stipulations shall apply:

- A. The payroll deductions shall begin within forty-five (45) days following the initial enrollment period, provided the Treasurer has been furnished with all materials and information necessary to develop the deduction program for a minimum of ninety (90) days.
- B. Payroll deductions for the Washington National Income Protection Insurance program provided in 805.01 above shall cease with the payroll implementing deductions for this disability insurance program.
- C. 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 and for all liability that may result from discontinuance of the Washington National Income Protection Insurance program.

- D. There shall be a maximum of four (4) options available for election by teachers under this plan.
- E. Teachers may not change their status under this program with regard to enrollment, withdrawal, and change in option more than once every twelve (12) months. A change in the premium rate shall be considered a change in status under the program. Any and all such changes must be made at the same time.

Article 806 HOSPITAL, SURGICAL, AND MAJOR MEDICAL INSURANCE

- 806.01** During the term of this Agreement, the Board shall continue the current hospital, surgical, and major medical insurance programs and shall continue to pay 100 percent of the cost of coverage under such programs for all individual members of the bargaining unit who are regular contract employees employed for a minimum of one-half time or who are full-time hourly professional employees.
- 806.02** During the term of this Agreement, the Board shall pay, in addition to 806.01 above, 50 percent of the cost of the insurance programs indicated in 806.01 above for the dependents of all members of the bargaining unit who are regular contract employees employed full-time or who are full-time hourly professional employees provided such contract employees and full-time hourly employees elect such dependency coverage.
- 806.03** During the term of this Agreement, the Board shall pay in addition to 806.01 above, 100 percent of the cost of the insurance programs indicated in 806.01 above, for the dependents of all members of the bargaining unit who are regular contract employees employed full-time or who are full-time hourly professional employees provided such contract employees and full-time hourly employees have elected such dependency coverage and shall have been covered by such dependency coverage for a minimum of the twelve (12) most recent consecutive months.
- 806.04** During the term of this Agreement, regular contract employees who are employed for a minimum of one-half time but less than full-time and who elect the coverage provided in 806.02 and 806.03 above shall receive a percent of such coverage at Board expense equal in the percent of time for which such employee is employed.
- 806.05** 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 100 percent Board expense for the benefits provided in 806.01 and who have no dependents, shall be provided individual coverage. In addition, such personnel shall be provided dependency 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 dependency coverage no later than thirty (30) days after becoming eligible for the change in status. The provision of 806.03 requiring dependency coverage for the twelve (12) most recent consecutive months in order to be eligible for dependency coverage at 100 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 dependency coverage shall be maintained at 100 percent Board expense. In the event a member of the bargaining unit covered by this provision changes marital status from married to single, the dependency coverage shall be maintained at 100 percent Board expense provided the member of the bargaining unit has a dependent eligible for coverage.
- 806.06** Effective January 1, 1984, Sections 806.01 through 806.05 above shall be null and void and the Board shall continue the current hospital, surgical and major medical insurance programs, except as modified below, for members of the bargaining unit electing and eligible for such coverage in accordance with the following provisions:

- A. The Board shall pay 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 10 percent of the cost of such coverage by the monthly payroll deduction schedule beginning with the sixth pay period in the 1983-84 school year.
- B. In addition, employees eligible and electing family coverage shall also pay, by the monthly payroll deduction schedule, beginning with the sixth pay period in the 1983-84 school year, 30 percent of the Board's cost for the first twelve (12) consecutive months of such coverage.
- 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 90 percent Board expense for the benefits provided in A above and who have no dependents, shall be provided individual coverage. In addition, such personnel shall be provided family coverage effective on the first day of the month in which they acquire a dependent eligible for coverage, provided they advise the Board of their eligibility for family coverage no later than thirty (30) days after becoming eligible for the change in status. The provision above requiring family coverage for the twelve (12) most recent consecutive months in order to be eligible for family coverage at 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 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 90 percent Board expense provided the member of the bargaining unit has a dependent eligible for coverage.
- D. Effective January 1, 1984, the Comprehensive Major Medical insurance program provided in accordance with this provision shall be as follows:
 - 1. All listed services are payable at the rate of 80% paid by the insurance company — 20% paid by the employee after the annual deductible of \$200 per individual or \$600 per family has been met. The maximum out-of-pocket payment per year per employee is \$1,200 (\$200 + 20% of \$5,000).
 - a. Hospitalization
 - 120 days semi-private room confinement
 - Emergency Room within 72 hours of an accident
 - Diagnostic out-patient X-rays and lab fees
 - In-patient hospital maternity
 - b. Surgical
 - UCR fees for surgery — surgery may be performed in the hospital emergency room, physician's office or clinic
 - UCR — maternity
 - UCR — anesthesia
 - 120 days per admission hospital medical care for surgical or non-surgical causes
 - Setting of fractures and dislocations, emergency stitching within 72 hours of an accident
 - Treatment of burns and necessary skin grafting
 - Lab fees charged by doctor or lab
 - c. Major Medical
 - Physician's home and office calls
 - Emergency ambulance service
 - Prescription drugs and medical supplies
 - Consulting physician's fees
 - Private duty nursing
 - Appliances and crutches

2. The following are the only exceptions to provision 1 above and are paid at 100 percent:
 - a. Outpatient Surgical Facility charge for surgery
 - b. Outpatient and out-of-hospital diagnostic X-ray laboratory up to \$500 per accident and \$500 for all sicknesses
 - c. Pre-admission testing, at Reasonable and Customary charges
 - d. Accident expenses up to \$500
 - e. The cost of the second opinion before surgery
3. Maximum Lifetime Benefits — \$1,000,000
- E. Members of the bargaining unit may elect to enroll in Health One, a health maintenance organization, as an alternative to the program provided above. Such election shall be in accordance with the following:
 1. The Health One coverage shall not be available prior to February 1, 1984.
 2. The employee shall pay, by the monthly payroll deduction schedule, the difference between the cost of the Health One program and the Board's cost for such employee coverage as provided in paragraphs A and B above.
 3. Teachers may change their status under this program with regard to enrollment, withdrawal, or change to the program provided in paragraph D above during the month of September except for an initial enrollment period prior to February, 1984.
- F. In the event the Board elects to change the insurance carrier for the coverage provided in paragraph D above during the term of this Agreement, the benefits provided under such insurance programs shall not be reduced.

Article 807 DENTAL INSURANCE

807.01 Effective January 1, 1981, a comprehensive dental insurance program for members of the bargaining unit shall be provided at Board expense. Eligibility for coverage shall be on the same basis as that provided for hospital, surgical, and major medical insurance, except members of the bargaining unit eligible for family coverage who elect such family coverage during the 1980 fall enrollment period shall not be subject to the twelve (12) month period in 806.03. Members of the bargaining unit who elect family coverage after the 1980 fall enrollment are subject to all provisions of 806.03. Notwithstanding the above, the Board may elect a unitary payment plan which will waive the twelve (12) month requirement of 806.03 above.

The plan will be selected by mutual agreement of representatives of the Board and the Association.

807.02 Effective January 1, 1984, Section 807.01 above shall be null and void and the Board shall continue the current dental insurance program 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 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 10 percent of the cost of such coverage by the monthly payroll deduction schedule beginning with the sixth pay period of the 1983-84 school year.
- 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 customa-

ry, as determined by the standards of generally accepted dental practice:

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

- | | This program pays the following percent of the Usual, Customary and Reasonable Fees |
|--|---|
| 2. <i>Basic Dental Services</i> | |
| Preventive: 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. | 100% |
| Diagnostic: X-rays, and other diagnostic procedures to evaluate the existing condition to determine the required dental treatment. Also included are Diagnostic Casts, when necessary. | 100% |
| Oral Surgery: Procedures for extractions and other oral surgery, including pre- and post-operative care. | 50% |
| Restorative: 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. | 50% |
| Endodontic: Procedures for pulpal therapy and root canal filling. | 50% |
| Periodontic: Procedures for treatment of the tissues supporting the teeth. | 50% |
| Prosthetic: Procedures for construction of bridges, partial, and complete dentures. | 50% |
| Orthodontics: Procedures for the correction of malposed teeth. | 50% |
| 3. <i>Deductible</i> | |
| A \$25.00 deductible (not applicable to Diagnostic or Preventive Services) shall apply, with a maximum of \$75.00 per family, per calendar year. | |
| 4. <i>Maximum Benefit</i> | |
| 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 \$750.00 per patient. | |
| 5. <i>Exclusions</i> | |
| <ul style="list-style-type: none"> ● 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 Prosthetic Service started prior to the date the patient became eligible ● General Anesthesia, other than for Oral Surgery ● Prescription drugs and appliances other than the Prosthetic 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 TERM LIFE INSURANCE

During the term of this Agreement, the Board shall provide, at Board expense, \$20,000 group term life insurance for members of the bargaining unit employed on a full-time basis and shall provide, at Board expense, \$10,000 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.

Article 809 SEVERANCE PAY

809.01 Members of the bargaining unit 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 credit in accordance with Sections 809.02 or 809.03 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 or the last day of an unpaid leave of absence with the Columbus Public Schools, shall be eligible to be paid for such accrued but unused sick 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 on this basis shall be considered to eliminate all sick 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.

- F. Payment shall be made in accordance with Section 809.02 or Section 809.03 to the eligible member or to the beneficiary of such eligible member, as provided in Section 809.04 below. The Office of the Treasurer shall select the section that provides the greater benefit and pay accordingly.

809.02 The cash payment to an eligible member or beneficiary receiving severance pay in accordance with this Section 809.02 shall be for twenty-five (25) percent of the member's accrued but unused sick leave up to a maximum of twenty-five (25) percent of one hundred twenty (120) days plus twenty-five (25) percent of the member's accrued but unused sick leave in excess of one hundred twenty (120) days up to the maximum of the member's accrued but unused personal leave days.

809.03 The cash payment to an eligible member or beneficiary receiving severance pay in accordance with this Section 809.03 shall be determined by and shall include the following:

- A. Forty (40) percent of the member's accrued but unused sick leave up to the maximum of the member's accrued but unused personal leave days.
- B. Twenty-five (25) percent of the member's accrued but unused sick leave days in excess of one hundred five (105) up to a maximum of twenty-five (25) percent of one hundred twenty (120) days.
- C. Fifteen (15) percent of all accrued but unused sick leave days in excess of two hundred twenty-five (225) days.

809.04 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 810 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 employees 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 811 EFFECTIVE DATES

The benefits provided in Articles 806, 807, and 808 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.

CHAPTER 900

Article 901 SALARY POLICIES

- 901.01** It is the conviction of the Board and 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. Increments for training beyond the Bachelor's Degree shall be effective at the beginning of the next semester.
- 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 teaching certificate who are initially employed to teach under such certificate, in accordance with the guidelines established under Section 905.05. 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.
- 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.
- 901.06** Recognition of training shall be on the basis of transcripts of credit.
- 901.07** Credit for years of public school teaching experience outside the Columbus Public Schools shall be granted in full up to five (5) years for salary purposes. Public school teaching experience for the 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.
- 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 thirteen (13) equal checks and such members shall have the option of receiving their checks on Plan A or Plan B.

Article 902 TEACHER SALARY SCHEDULES

902.01 Continuing in full force and effect until midnight, December 11, 1983, Teachers, and School Nurses possessing a valid School Nurse certificate, shall continue to be paid in accordance with the following:

Years Experience	Less Than Bachelor's Degree	Bachelor's Degree	150 Hours and Bachelor's Degree	Master's Degree	Master's Degree Plus 30 Semester Hours	Ph.D. Degree
0	\$11,227	\$14,087	\$14,496	\$15,622	\$15,918	\$16,947
1	11,678	14,650	15,073	16,242	16,566	17,623
2	12,143	15,242	15,679	16,890	17,228	18,327
3	12,636	15,848	16,299	17,566	17,905	19,060
4	13,129	16,482	16,961	18,271	18,623	19,820
5	13,664	17,144	17,637	19,003	19,370	20,609
6		17,820	18,341	19,764	20,144	21,440
7		18,538	19,074	20,553	20,961	22,300
8		19,285	19,834	21,370	21,793	23,187
9		20,046	20,623	22,229	22,666	24,117
10		20,849	21,455	23,117	23,568	25,075
11		21,694	22,314	24,047	24,511	26,075
12		22,553	23,201	25,004	25,497	27,132
13		23,455	24,131	26,005	26,512	28,202
14		24,399	25,103	27,047	27,582	29,343

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 five hundred dollars (\$500) added to the salary provided in 902.01 above.

902.03 Teachers and School Nurses with twenty-three (23) or more years of teaching experience, as credited by the Columbus Public Schools for salary purposes, shall have one thousand dollars (\$1000) added to the salary provided in 902.01 above.

902.04 Effective December 12, 1983, Teachers, and School Nurses possessing a valid School Nurse certificate, shall be paid in accordance with the following:

Years Experience	Less Than Bachelor's Degree	Bachelor's Degree	150 Hours and Bachelor's Degree	Master's Degree	Master's Degree Plus 30 Semester Hours	Ph.D. Degree
0	\$11,676	\$14,650	\$15,075	\$16,247	\$16,555	\$17,624
1	12,145	15,236	15,676	16,891	17,228	18,327
2	12,628	15,851	16,305	17,565	17,917	19,060
3	13,141	16,481	16,950	18,269	18,620	19,821
4	13,654	17,141	17,639	19,001	19,367	20,613
5	14,211	17,829	18,342	19,763	20,144	21,433
6		18,532	19,074	20,554	20,950	22,297
7		19,279	19,836	21,374	21,799	23,191
8		20,056	20,627	22,224	22,664	24,114
9		20,847	21,448	23,118	23,572	25,081
10		21,682	22,312	24,041	24,509	26,077
11		22,561	23,206	25,008	25,491	27,117
12		23,455	24,129	26,004	26,517	28,216
13		24,392	25,095	27,044	27,571	29,329
14		25,374	26,106	28,128	28,685	30,516

902.05 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 five hundred twenty-five dollars (\$525) added to the salary provided in 902.04 above.

902.06 Teachers and School Nurses with twenty-three (23) or more years of teaching experience, as credited by the Colum-

bus Public Schools for salary purposes, shall have one thousand fifty dollars (\$1050) added to the salary provided in 902.04 above.

902.07 Effective October 29, 1984, Teachers, and School Nurses possessing a valid School Nurse certificate, shall be paid in accordance with the following:

Years Experience	Less Than Bachelor's Degree	Bachelor's Degree	150 Hours and Bachelor's Degree	Master's Degree	Master's Degree Plus 30 Semester Hours	Ph.D. Degree
0	\$12,260	\$15,383	\$15,829	\$17,060	\$17,383	\$18,506
1	12,753	15,998	16,460	17,737	18,090	19,244
2	13,260	16,644	17,121	18,444	18,813	20,013
3	13,799	17,306	17,798	19,183	19,552	20,813
4	14,337	17,998	18,521	19,952	20,336	21,644
5	14,922	18,721	19,260	20,752	21,152	22,505
6		19,459	20,029	21,582	21,998	23,413
7		20,244	20,829	22,444	22,890	24,351
8		21,059	21,659	23,336	23,798	25,320
9		21,890	22,521	24,274	24,751	26,336
10		22,767	23,428	25,244	25,736	27,382
11		23,690	24,367	26,259	26,766	28,474
12		24,628	25,336	27,305	27,843	29,628
13		25,613	26,351	28,397	28,951	30,797
14		26,643	27,413	29,535	30,120	32,043

902.08 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 five hundred fifty dollars (\$550) added to the salary provided in 902.07 above.

902.09 Teachers and School Nurses with twenty-three (23) or more years of teaching experience, as credited by the Columbus Public Schools for salary purposes, shall have one thousand one hundred dollars (\$1100) added to the salary provided in 902.07 above.

902.10 Effective August 26, 1985, Teachers, and School Nurses possessing a valid School Nurse certificate, shall be paid in accordance with the following:

Years Experience	Less Than Bachelor's Degree	Bachelor's Degree	150 Hours and Bachelor's Degree	Master's Degree	Master's Degree Plus 30 Semester Hours	Ph.D. Degree
0	\$12,996	\$16,306	\$16,779	\$18,083	\$18,426	\$19,616
1	13,518	16,958	17,447	18,801	19,176	20,399
2	14,056	17,643	18,149	19,551	19,942	21,214
3	14,626	18,344	18,866	20,334	20,725	22,062
4	15,197	19,078	19,632	21,149	21,557	22,943
5	15,817	19,844	20,415	21,997	22,421	23,856
6		20,627	21,230	22,877	23,318	24,818
7		21,459	22,078	23,790	24,263	25,812
8		22,323	22,959	24,736	25,225	26,840
9		23,203	23,872	25,731	26,236	27,916
10		24,133	24,834	26,758	27,280	29,025
11		25,111	25,829	27,834	28,372	30,182
12		26,106	26,856	28,943	29,514	31,405
13		27,149	27,932	30,101	30,688	32,645
14		28,242	29,057	31,308	31,927	33,965

902.11 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 five hundred seventy-five dollars (\$575) added to the salary provided in 902.10 above.

902.12 Teachers and School Nurses with twenty-three (23) or more years of teaching experience, as credited by the Columbus Public Schools for salary purposes, shall have one thousand one hundred fifty dollars (\$1150) added to the salary provided in 902.10 above.

Article 903 SUMMER SCHOOL SALARIES

The rate of pay for summer school teaching for the 1984 summer school period shall be \$11.46 per hour. The rate of pay for summer school teaching for the 1985 summer school period shall be \$12.03 per hour. The rate of pay for summer school teaching for the 1986 summer school period shall be \$12.75 per hour.

Article 904 PART-TIME HOURLY PROFESSIONAL EMPLOYEES

904.01 During the term of this Agreement, part-time hourly personnel shall be paid in accordance with the following:

- A. The rate of pay for part-time hourly personnel shall continue to be \$11.02 per hour through December 31, 1983.
- B. Effective January 1, 1984, the rate of pay for part-time hourly personnel shall be \$11.46 per hour.
- C. Effective November 1, 1984, the rate of pay for part-time hourly personnel shall be \$12.03 per hour.
- D. Effective September 1, 1985, the rate of pay for part-time hourly personnel shall be \$12.75 per hour.

904.02 During the term of this Agreement, hourly-rate substitutes for hourly-rate personnel shall be paid at an hourly rate equal to the part-time hourly rate in effect at the time work is performed less \$1.50.

904.03 Part-time professional employees referred to in this Agreement shall be defined as those professional staff employees who are employed for the majority of the school year but who work less than a six (6) hour day on the average.

904.04 A list of all SLD tutors eligible for assignment for the following school year shall be submitted to the Board of Education for approval by the end of June, and such tutors shall be given written notification of such action.

904.05 Part-time employees shall be eligible for one (1) three-hour scrip card per year from the credit bank used for fees at area colleges. Applications shall be considered under Priority III of the Article entitled Use of College Scrip.

904.06 SLD tutors shall be governed by the following schedules:

- A. a maximum required work day of five (5) hours
- B. a maximum required work week of twenty-five (25) hours
- C. assignment of students in number and in a manner which is not in conflict with State Standards.

Article 905 FULL-TIME HOURLY PROFESSIONAL EMPLOYEES

905.01 During the term of this Agreement, full-time hourly professional employees shall be paid in accordance with the following: (Full time is a minimum of six [6] hours per day on a regular basis.)

- A. Continuing in full force and effect until midnight, December 31, 1983:

Years of Experience	Hourly Rate
0, 1 or 2	\$12.03
3, 4 or 5	12.47
6 or more	12.93

B. Effective January 1, 1984:

Years of Experience	Hourly Rate
0, 1 or 2	\$12.51
3, 4 or 5	12.97
6 or more	13.45

C. Effective November 1, 1984:

Years of Experience	Hourly Rate
0, 1 or 2	\$13.14
3, 4 or 5	13.62
6 or more	14.12

D. Effective September 1, 1985:

Years of Experience	Hourly Rate
0, 1 or 2	\$13.93
3, 4 or 5	14.44
6 or more	14.97

905.02 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 Building 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.

905.03 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.

905.04 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 Easter 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 cancelled by the Superintendent.

905.05 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 of seven (7) years.
- 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 Program
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.

905.06 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.

Article 906 PAY FOR EXTRA DUTIES

906.01 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 fourth, seventh, ninth, and thirteenth Plan A 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.)

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).

ASSIGNMENT	STEP 1	STEP 2
Group A		
Senior Head Coach, Boys' Football* . . .	12.1%	15%
Senior Head Coach, Boys' Basketball*		
Senior Head Coach, Boys' Baseball*		
Senior Head Coach, Boys' Track & Field*		
Senior Head Coach, Boys' Wrestling*		
Senior Head Coach, Girls' Volleyball*		
Senior Head Coach, Girls' Basketball*		
Senior Head Coach, Girls' Softball*		
Senior Head Coach, Girls' Track & Field*		
Senior Director, Instrumental Music		
Faculty Manager		
Senior Cheerleader Advisor		
Activities Coordinator	10%	12%
Senior Drill Team Advisor		
Senior Asst. Coach, Boys' Football	8%	10%
Senior Reserve Coach, Boys' Basketball		
Senior Asst. Coach, Boys' Baseball		
Senior Reserve Coach, Boys' Baseball		
Senior Asst. Coach, Boys' Track & Field		
Senior Reserve Coach, Boys' Wrestling		
Senior Reserve Coach, Girls' Volleyball		
Senior Reserve Coach, Girls' Basketball		
Senior Asst. Coach, Girls' Softball		
Senior Reserve Coach, Girls' Softball		
Senior Asst. Coach, Girls' Track & Field		
Senior Head Coach, Boys' Soccer		
Senior Head Coach, Boys' Tennis		
Senior Head Coach, Girls' Tennis		
Senior Head Coach, Girls' Gymnastics		
Senior Head Coach, Golf		
Senior Head Coach, Swimming		
Senior Head Coach, Cross Country		

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

- Group B**
- Senior Yearbook Advisor
 - Middle School Activity/Intramural Directors (3)

Senior Newspaper	4%	5%
Senior Drama (by production—2 per year)		
Senior Intramural Directors		
Senior Vocal Music	3.5%	4%
Elementary Safety Patrol		
Senior Debate or In the Know (limit 1)	2.8%	3.3%
Middle School Drama (by production-1 per year)	2%	2.5%
Middle School Vocal Music		
Middle School Instrumental Music		

906.02 Stipulations — Summer school rate shall be paid for all summer school work; i.e., coaches, instrumental music, etc. Senior Boys' and Girls' Basketball Coaches shall be paid, at the part-time hourly rate, for up to twenty-five (25) hours of coaching service performed during the Winter Break.

A senior instrumental music assistant shall be employed for two (2) weeks half-day at summer school rate.

906.03 Assignments — Teachers with the following extra-duty responsibilities shall not have more than four (4) daily assignments total:

Faculty Manager

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

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

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

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

906.04

- A. A senior assistant coach for girls' track and field and for boys' track and field shall be authorized when the number of participants on a team exceeds seventeen (17).
- B. Each school shall be authorized three (3) senior assistant coaches for boys' football, a fourth assistant coach is authorized when there are more than sixty-five (65) participants, and a fifth assistant coach is authorized when there are more than ninety (90) participants.
- C. A Senior Head Coach, Boys' Soccer, shall be authorized when the number of participants on a team exceeds fifteen (15).
- D. A supplemental contract for each of the following positions is authorized provided there is a reserve team taking part in a schedule of reserve games:
 - Senior Reserve Coach Girls' Volleyball
 - Senior Reserve Coach Girls' Basketball
 - Senior Reserve Coach Girls' Softball
 - Senior Reserve Coach Boys' Basketball
 - Senior Reserve Coach Boys' Baseball
 - Senior Reserve Coach Boys' Wrestling
- E. 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.

- F. In recognition of the fact that many staff members without a supplemental contract voluntarily assist in the coaching of boys' and girls' basketball, boys' baseball, and girls' softball, upon the request of the staff member and the principal, one "volunteer assistant" in each of these sports will be furnished a statement of assignment.
- G. Effective with the 1984-85 school year, the Board shall have the option of deleting the extra duty positions of Faculty Manager, Activities Coordinator, and Senior Intramural Director, provided the position of Department Chairperson is established in Group B at the 8% and 10% rate of any pay with six (6) such positions designated at each regular high school and the Alternative High School and provided the President of the Association is advised in writing by the Superintendent no later than April 1, 1984, of the Board's intention to implement this provision. Notwithstanding the above, the position of Department Chairperson shall not be required where there are less than five (5) full-time equivalent teachers in a given department. The development process of a job description for each such Department Chairperson position shall include consultation with the President of the Association.

Article 907 SCHOOL PSYCHOLOGISTS

- 907.01 School psychologists are members of the bargaining unit and shall be provided all benefits of this Agreement.
- 907.02 The work year of school psychologists shall consist of the regular school year plus two (2) weeks immediately prior to and two (2) weeks immediately following the regular school year. An extended work year, in addition to such four (4) weeks, is not prohibited on a voluntary basis.
- 907.03 The annual salary of each school psychologist shall be computed by adding an amount equal to .15 of the maximum Master's Degree salary to the amount indicated by the individual psychologist's placement on the teacher salary schedule.
- 907.04 Effective with the 1984/85 school year, the regular work year for school psychologists shall be the regular school year, and the regular contract salary shall be the amount indicated by the individual psychologist's placement on the teacher salary schedule. In addition, each school psychologist shall be offered a supplemental contract for four (4) weeks of extended service — two (2) weeks immediately prior to and two (2) weeks immediately following the regular school year. The pay for such four (4) weeks shall be an amount equal to fifteen (15) percent of the fourteen (14) year 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" payday during the school year, and the payday for service provided immediately following the school year shall be the first summer school payday.

Article 908 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, by prior publication, as of September 1.

CHAPTER 1000

Article 1001 COLUMBUS PUBLIC SCHOOLS 1983-84 SCHOOL CALENDAR

School Month	M	T	W	T	F	Holidays In School Year	Prof. Mtgs. and Records Day	Teacher-Parent Conf.	Days of No School	No. Days Schools Open
Aug. 29- Sept. 23	29	30	31	1	2		2			17
First	5	6	7	8	9		(Elem. & MS)			(Elem. & MS)
	12	13	14	15	16		1 (HS)			18 (HS)
Sept. 26- Oct. 21	26	27	28	29	30					
Second	3	4	5	6	7					
	10	11	12	13	14		1			19
Oct. 24- Nov. 18	24	25	26	27	28					
Third	31	1	2	3	4					
	7	8	9	10	11					
Nov. 21- Dec. 16	14	15	16	17	18			1		20
Fourth	21	22	23	24	25					
	28	29	30	1	2					
Dec. 19- Jan. 27	5	6	7	8	9					
Fifth	12	13	14	15	16		1		1	18
	19	20	4	5	6	(Winter Recess - Dec. 21 to Jan. 3 Inclusive)				
Total	9	10	11	12	13		1			14
	16	17	18	19	20		1			18
	(First Semester)					3	3 E-M/2 HS	1	1	88 E-M 89 HS
Jan. 30- Feb. 24	23	24	25	26	27		1 (HS)			5 E-M 4 HS
Sixth	30	31	1	2	3					
	6	7	8	9	10					
Feb. 27- March 23	13	14	15	16	17					
Seventh	20	21	22	23	24			1		20
	27	28	29	1	2					
March 26- April 20	5	6	7	8	9					
Eighth	12	13	14	15	16					
	19	20	21	22	23					20
April 23- May 18	26	27	28	29	30					
Ninth	2	3	4	5	6					
	9	10	11	12	13					
May 21- June 8	16	17	18	19	20				1	19
Tenth	23	24	25	26	27					
	30	1	2	3	4					
Total	7	8	9	10	11				5	15
	14	15	16	17	18					
May 21- June 8	21	22	23	24	25					
Tenth	28	29	30	31	1		1			13
	4	5	6	7	8		1			13
Total	(Second Semester)					1	1 E-M/2 HS	1	6	92 E-M 91 HS
TOTAL	(Both Semesters) (Teacher Contract Year)					4	4	2	7	180 195

Symbols: <input type="checkbox"/> Holiday <input type="checkbox"/> Days of No School <input type="checkbox"/> Teacher-Parent Conferences <input type="checkbox"/> Teacher-Parent Conference days Kindergarten only <input type="checkbox"/> Professional Meetings - Records Day (Pupils not in attendance) The professional meeting	day scheduled for August 30 is for elementary and middle schools only. High schools will be in session. The professional meeting day scheduled for Jan. 23 is for high schools only. Elementary and middle schools will be in session.
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*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 1 hour early. Early dismissal shall not be a reason for reduction in compensation.

NOTE: August 29, August 30, and January 23 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 COTA Conference 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 COTA Conference.

1983-1984 — Teachers and Librarians — Payroll and Deduction Schedule
Columbus Public Schools • Office of the Treasurer • 270 East State Street (43215) — 225-2700

EARNING PERIODS				PAY DATES				DEDUCTIONS & ENTITLEMENTS		
From		Through		Plan "A" 195 days		Plan "B" 195 days		Insurance	Organization Dues/ Service Fees	United Way
Aug.	29	Sept.	16	*Sept.	23	*Sept.	23	Oct.		
Sept.	19	Oct.	7	Oct.	14	Oct.	31	Nov.		
Oct.	10	Oct.	28	Nov.	4	Nov.	30	Dec.		
Oct.	31	Nov.	18	Nov.	23	Dec.	20		1st	1st
Nov.	21	Dec.	9	Dec.	16	Jan.	4	Jan.	2nd	2nd
Dec.	12	Jan.	13	Jan.	20	Jan.	31	Feb.	3rd	3rd
Jan.	16	Feb.	3	Feb.	10	Feb.	29	Mar.	4th	4th
Feb.	6	Feb.	24	Mar.	2	Mar.	30	Apr.	5th	5th
Feb.	27	Mar.	16	Mar.	23	Apr.	30	May	6th	6th
Mar.	19	Apr.	6	Apr.	13	May	31	June	7th	7th
Apr.	9	Apr.	27	May	4	June	29	July	8th	8th
Apr.	30	May	18	May	25	July	31	Aug.	9th	9th
May	21	June	8	June	15 (A)	Aug.	31	Sept.	10th	10th

*New Pay Plan option cards will be effective for the second pay period.

(A) "A" Plan checks will arrive at the schools on June 15, 1984 by regular school delivery system.

Pay for days schools are not in session:

August 29, 1983	Professional Meeting	November 24, 1983	Thanksgiving Day	April 20, 1984	Spring Recess	April 26, 1984	Spring Recess
August 30, 1983	Professional Meeting	November 25, 1983	Thanksgiving Recess	April 23, 1984	Spring Recess	April 27, 1984	Spring Recess
September 5, 1983	Labor Day	January 16, 1984	Martin Luther King Day	April 24, 1984	Spring Recess	May 30, 1984	Memorial Day
October 21, 1983	Professional Meeting	January 23, 1984	Professional Meeting	April 25, 1984	Spring Recess	June 8, 1984	Records Day

1983-84 SCHOOL CALENDAR

FIRST SEMESTER

Begins	Aug. 29, 1983
Professional Meetings (all schools)	Aug. 29, 1983
Professional Meetings (elem. and middle schools)	Aug. 30, 1983
High School Pupils Report	Aug. 30, 1983
Elem. and Middle School Pupils Report	Aug. 31, 1983
Labor Day	Sept. 5, 1983
COTA Day	Oct. 21, 1983
Teacher-Parent Conference Day (kindergarten only)	Nov. 17, 1983
Teacher-Parent Conference Day (elem. and middle schools)	Nov. 18, 1983
School Closes ½ Hour Early for Thanksgiving Holiday	Nov. 23, 1983
Thanksgiving Holiday	Nov. 24, 1983
Thanksgiving Friday	Nov. 25, 1983
School Closes ½ Hour Early for Winter Recess	Dec. 20, 1983
Winter Recess	Dec. 21, 1983-Jan. 3, 1984
Martin Luther King Day	Jan. 16, 1984
First Semester Ends	Jan. 20, 1984

SECOND SEMESTER

Begins	Jan. 23, 1984
Professional Meetings (high schools)	Jan. 23, 1984
Teacher-Parent Conference Day (kindergarten only)	Feb. 23, 1984
Teacher-Parent Conference Day (elem. and middle schools)	Feb. 24, 1984
School Closes ½ Hour Early for Spring Recess	April 19, 1984
Spring Recess	April 20, 1984-April 27, 1984
Memorial Day	May 30, 1984
Last Day for Pupil Attendance	June 7, 1984
Records Day	June 8, 1984
Second Semester Ends	June 8, 1984

Article 1004 COLUMBUS PUBLIC SCHOOLS 1984-85 SCHOOL CALENDAR

School Month	M	T	W	T	F	Holidays In School Year	Prof. Mtgs. and Records Day	Teacher-Parent Conf.	Days of No School	No. Days Schools Open
Aug. 27-	27	28	29	30	31		2			17
Sept. 21	(3)	4	5	6	7		(Elem. & MS)			(Elem. & MS)
First	10	11	12	13	14	1	1 (HS)			18 (HS)
Sept. 24-	24	25	26	27	28					
Oct. 19	1	2	3	4	5					
Second	8	9	10	11	12		1			19
Oct. 22-	22	23	24	25	26					
Nov. 16	29	30	31	1	2					
Third	5	6	7	8	9			1		20
Nov. 19-	19	20	21*	22	23					
Dec. 14	26	27	28	29	30					
Fourth	3	4	5	6	7	1			1	18
Dec. 17-	17	18	19	20	21*	(Winter Recess - Dec. 24 to Jan. 4 Inclusive)				
Jan. 25	7	8	9	10	11					15
	14	15	16	17	18					
Total	(First Semester)					2	3 E-M/2 HS	1	1	89 E-M 90 HS
Fifth	(21)	22	23	24	25	1	1 (HS)			4 E-M 3 HS
Jan. 28	28	29	30	31	1					
Feb. 22	4	5	6	7	8					
Sixth	11	12	13	14	15			1		20
Feb. 25-	25	26	27	28	1					
March 22	4	5	6	7	8					
Seventh	11	12	13	14	15					20
March 25-	25	26	27	28	29					
April 19	1	2	3	4*	5					
Eighth	8	9	10	11	12				6	14
April 22-	22	23	24	25	26					
May 17	29	30	1	2	3					
Ninth	6	7	8	9	10					20
May 20-	20	21	22	23	24					
June 7	27	28	29	30	31					
Tenth	3	4	5	6	7	1	1			13
Total	(Second Semester)					2	1 E-M/2 HS	1	6	91 E-M 90 HS
TOTAL	(Both Semesters) (Teacher Contract Year)					4	4	2	7	180 195

Symbols:

<ul style="list-style-type: none"> ○ Holiday □ Days of No School ◇ Teacher-Parent Conferences ◊ Teacher-Parent Conference days Kindergarten only ⬢ Professional Meetings - Records Day (Pupils not in attendance) ⬣ The professional meeting day 	<ul style="list-style-type: none"> ○ scheduled for August 28 is for elementary and middle schools only. High schools will be in session. The professional meeting day scheduled for Jan. 22 is for high schools only. Elementary and middle schools will be in session.
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*Schools will close ½ hour early. Members of the bargaining unit assigned to school buildings shall be permitted to leave immediately following pupil dismissal. All other members of the bargaining unit shall be dismissed 1 hour early. Early dismissal shall not be a reason for reduction in compensation.

NOTE: August 27, August 28, and January 22 shall be used for staff meetings and preparation for the initiation of the new school year and the new semester. October 19 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 COTA Conference 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 COTA Conference.

EARNING PERIODS				PAY DATES				DEDUCTIONS & ENTITLEMENTS		
From		Through		Plan "A" 195 days		Plan "B" 195 days		Insurance	Organization Dues/ Service Fees	United Way
Aug.	27	Sept.	14	*Sept.	21	*Sept.	21	Oct. 1st		
Sept.	17	Oct.	5	Oct.	12	Oct.	31	Nov. 2nd		
Oct.	8	Oct.	26	Nov.	2	Nov.	30	Dec. 3rd		
Oct.	29	Nov.	16	Nov.	21	Dec.	21		1st	1st
Nov.	19	Dec.	7	Dec.	14	Jan.	7	Jan. 4th	2nd	2nd
Dec.	10	Jan.	11	Jan.	18	Jan.	31	Feb. 5th	3rd	3rd
Jan.	14	Feb.	1	Feb.	8	Feb.	28	Mar. 6th	4th	4th
Feb.	4	Feb.	22	Mar.	1	Mar.	29	Apr. 7th	5th	5th
Feb.	25	Mar.	15	Mar.	22	Apr.	30	May 8th	6th	6th
Mar.	18	Apr.	5	Apr.	15	May	31	June 9th	7th	7th
Apr.	8	Apr.	26	May	3	June	28	July 10th	8th	8th
Apr.	29	May	17	May	24	July	31	Aug. 11th	9th	9th
May	20	June	7	June	14 (A)	Aug.	30	Sept. 12th	10th	10th

*New Pay Plan option cards will be effective for the second pay period.

(A) "A" Plan checks will arrive at the schools on June 14, 1985 by regular school delivery system.

Pay for days schools are not in session:

August 27, 1984	Professional Meeting	November 22, 1984	Thanksgiving Day	April 5, 1985	Spring Recess	April 11, 1985	Spring Recess
August 28, 1984	Professional Meeting	November 23, 1984	Thanksgiving Recess	April 8, 1985	Spring Recess	April 12, 1985	Spring Recess
September 3, 1984	Labor Day	January 21, 1985	Martin Luther King Day	April 9, 1985	Spring Recess	May 30, 1985	Memorial Day
October 19, 1984	Professional Meeting	January 22, 1985	Professional Meeting	April 10, 1985	Spring Recess	June 7, 1985	Records Day

1984-85 SCHOOL CALENDAR

FIRST SEMESTER

Begins	Aug. 27, 1984
Professional Meetings (all schools)	Aug. 27, 1984
Professional Meetings (elem. and middle schools)	Aug. 28, 1984
High School Pupils Report	Aug. 28, 1984
Elem. and Middle School Pupils Report	Aug. 29, 1984
Labor Day	Sept. 3, 1984
COTA Day	Oct. 19, 1984
Teacher-Parent Conference Day (elem. and middle schools)	Nov. 14, 1984
Teacher-Parent Conference Day (kindergarten only)	Nov. 15, 1984
School Closes ½ Hour Early for Thanksgiving Holiday	Nov. 21, 1984
Thanksgiving Holiday	Nov. 22, 1984
Thanksgiving Friday	Nov. 23, 1984
School Closes ½ Hour Early for Winter Recess	Dec. 21, 1984
Winter Recess	Dec. 24, 1984-Jan. 4, 1985
First Semester Ends	Jan. 18, 1985

SECOND SEMESTER

Begins	Jan. 21, 1985
Martin Luther King Day	Jan. 21, 1985
Professional Meetings (high schools)	Jan. 22, 1985
Teacher-Parent Conference Day (elem. and middle schools)	Feb. 20, 1985
Teacher-Parent Conference Day (kindergarten only)	Feb. 21, 1985
School Closes ½ Hour Early for Spring Recess	April 4, 1985
Spring Recess	April 5, 1985-April 12, 1985
Memorial Day	May 30, 1985
Last Day for Pupil Attendance	June 6, 1985
Records Day	June 7, 1985
Second Semester Ends	June 7, 1985

Article 1007 COLUMBUS PUBLIC SCHOOLS 1985-86 SCHOOL CALENDAR

School Month	M	T	W	T	F	Holidays In School Year	Prof. Mtgs. and Records Day	Teacher-Parent Conf.	Days of No School	No. Days Schools Open
Aug. 26-	26	27	28	29	30		2			17
Sept. 20	(2)	3	4	5	6		(Elem. & MS)			(Elem. & MS)
First	9	10	11	12	13	1	1 (HS)			18 (HS)
Sept. 23-	23	24	25	26	27					
Oct. 18	30	1	2	3	4					
Second	7	8	9	10	11					
	14	15	16	17	18		1			19
Oct. 21-	21	22	23	24	25					
Nov. 15	28	29	30	31	1					
Third	4	5	6	7	8			1		20
	11	12	13	14	15					
Nov. 18-	18	19	20	21	22					
Dec. 13	25	26	27*	28	29					
Fourth	2	3	4	5	6	1			1	18
Dec. 16-	16	17	18	19	20*	(Winter Recess - Dec. 23 to Jan. 3 Inclusive)				
Jan. 24	6	7	8	9	10					
	13	14	15	16	17					15
Total	(First Semester)					2	3 E-M/2 HS	1	1	89 E-M 90 HS
Fifth	(20)	21	22	23	24	1	1 (HS)			4 E-M 3 HS
Jan. 27	27	28	29	30	31					
Feb. 21	3	4	5	6	7					
Sixth	10	11	12	13	14			1		20
	17	18	19	20	21					
Feb. 24-	24	25	26	27	28					
March 21	3	4	5	6	7					
Seventh	10	11	12	13	14					20
	17	18	19	20	21					
March 24-	24	25	26	27*	28					
April 18	31	1	2	3	4					
Eighth	7	8	9	10	11				6	14
	14	15	16	17	18					
April 21-	21	22	23	24	25					
May 16	28	29	30	1	2					
Ninth	5	6	7	8	9					20
	12	13	14	15	16					
May 19-	19	20	21	22	23					
June 6	26	27	28	29	30					
Tenth	2	3	4	5	6	1	1			13
Total	(Second Semester)					2	1 E-M/2 HS	1	6	91 E-M 90 HS
TOTAL	(Both Semesters)					4	4	2	7	180 195

Symbols:

- Holiday
- Days of No School
- ◇ Teacher-Parent Conferences
- ◻ Teacher-Parent Conference days Kindergarten only
- ⌂ Professional Meetings - Records Day (Pupils not in attendance)
- ⌂ The professional meeting day

scheduled for August 27 is for elementary and middle schools only. High schools will be in session. The professional meeting day scheduled for Jan. 21 is for high schools only. Elementary and middle schools will be in session.

*Schools will close ½ hour early. Members of the bargaining unit assigned to school buildings shall be permitted to leave immediately following pupil dismissal. All other members of the bargaining unit shall be dismissed 1 hour early. Early dismissal shall not be a reason for reduction in compensation.

NOTE: August 26, August 27, and January 21 shall be used for staff meetings and preparation for the initiation of the new school year and the new semester. October 18 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 COTA Conference 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 COTA Conference.

1985-1986 — Teachers and Librarians — Payroll and Deduction Schedule
Columbus Public Schools • Office of the Treasurer • 270 East State Street (43215) — 225-2700

EARNING PERIODS				PAY DATES				DEDUCTIONS & ENTITLEMENTS		
From		Through		Plan "A" 195 days		Plan "B" 195 days		Insurance	Organization Dues/ Service Fees	United Way
Aug.	26	Sept.	13	*Sept.	20	*Sept.	20	Oct. 1st		
Sept.	16	Oct.	4	Oct.	11	Oct.	31	Nov. 2nd		
Oct.	7	Oct.	25	Nov.	1	Nov.	27	Dec. 3rd		
Oct.	28	Nov.	15	Nov.	22	Dec.	20		1st	1st
Nov.	18	Dec.	6	Dec.	13	Jan.	6	Jan. 4th	2nd	2nd
Dec.	9	Jan.	10	Jan.	17	Jan.	31	Feb. 5th	3rd	3rd
Jan.	13	Jan.	31	Feb.	7	Feb.	28	Mar. 6th	4th	4th
Feb.	3	Feb.	21	Feb.	28	Mar.	27	Apr. 7th	5th	5th
Feb.	24	Mar.	14	Mar.	21	Apr.	30	May 8th	6th	6th
Mar.	17	Apr.	4	Apr.	11	May	29	June 9th	7th	7th
Apr.	7	Apr.	25	May	2	June	30	July 10th	8th	8th
Apr.	28	May	16	May	23	July	31	Aug. 11th	9th	9th
May	19	June	6	June	13 (A)	Aug.	29	Sept. 12th	10th	10th

*New Pay Plan option cards will be effective for the second pay period.

(A) "A" Plan checks will arrive at the schools on June 13, 1986 by regular school delivery system.

Pay for days schools are not in session:

August 26, 1985	Professional Meeting	November 28, 1985	Thanksgiving Day	March 28, 1986	Spring Recess	April 3, 1986	Spring Recess
August 27, 1985	Professional Meeting	November 29, 1985	Thanksgiving Recess	March 31, 1986	Spring Recess	April 4, 1986	Spring Recess
September 2, 1985	Labor Day	January 20, 1986	Martin Luther King Day	April 1, 1986	Spring Recess	May 30, 1986	Memorial Day
October 18, 1985	Professional Meeting	January 21, 1986	Professional Meeting	April 2, 1986	Spring Recess	June 6, 1986	Records Day

1985-86 SCHOOL CALENDAR

FIRST SEMESTER

Begins	Aug. 26, 1985
Professional Meetings (all schools)	Aug. 26, 1985
Professional Meetings (elem. and middle schools)	Aug. 27, 1985
High School Pupils Report	Aug. 27, 1985
Elem. and Middle School Pupils Report	Aug. 28, 1985
Labor Day	Sept. 2, 1985
COTA Day	Oct. 18, 1985
Teacher-Parent Conference Day (elem. and middle schools)	Nov. 13, 1985
Teacher-Parent Conference Day (kindergarten only)	Nov. 14, 1985
School Closes ½ Hour Early for Thanksgiving Holiday	Nov. 27, 1985
Thanksgiving Holiday	Nov. 28, 1985
Thanksgiving Friday	Nov. 29, 1985
School Closes ½ Hour Early for Winter Recess	Dec. 20, 1985
Winter Recess	Dec. 23, 1985-Jan. 3, 1986
First Semester Ends	Jan. 17, 1986

SECOND SEMESTER

Begins	Jan. 20, 1986
Martin Luther King Day	Jan. 20, 1986
Professional Meetings (high schools)	Jan. 21, 1986
Teacher-Parent Conference Day (elem. and middle schools)	Feb. 19, 1986
Teacher-Parent Conference Day (kindergarten only)	Feb. 20, 1986
School Closes ½ Hour Early for Spring Recess	March 27, 1986
Spring Recess	March 28, 1986-April 4, 1986
Memorial Day	May 30, 1986
Last Day for Pupil Attendance	June 5, 1986
Records Day	June 6, 1986
Second Semester Ends	June 6, 1986

CHAPTER 1100

Article 1101 PROCEDURES FOR PROFESSIONAL NEGOTIATIONS

1101.01 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.

1101.02 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 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.

C. The school calendar shall be subject to negotiations. In the event the parties do not reach agreement on a calendar prior to April 15, the Board may adopt a calendar for the coming school year, provided the adopted calendar is in compliance with the provisions below. Such adoption shall not necessarily indicate agreement with the calendar by the Exclusive Representative.

1. Pupil attendance days do not exceed 181
2. Teacher duty days do not exceed 185, including COTA day, between September 1 and June 17
3. Proposed School Calendar includes a winter intermission starting before December 24 and ending after January 1
4. Proposed School Calendar also includes:
 - i. A spring intermission of six (6) school days, five (5) of which shall be consecutive days
 - ii. Thanksgiving and the Friday immediately following as holidays
 - iii. Memorial Day, holiday
 - iv. 195 contract days

1101.03 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 teachers' organization recognized as the Exclusive Representative of teachers 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.

1101.04 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.

1101.05 Days

Days shall mean calendar days.

1101.06 Meetings

Negotiation Meetings — Upon written request of the Exclusive Representative made not less than fifteen (15) days and not more than thirty (30) days prior to March 15, the Board President or his/her designated representative shall call for the initial meeting of the Joint Negotiation Committee to take place not later than March 15, giving due notice of time and place. The purpose of this initial meeting shall be for establishing agenda items for subsequent meetings, and for the handling of administrative details. Thereafter, negotiations meetings shall be held at such times and places as are agreed to by the members of the Joint Negotiation Committee. Negotiation meetings shall be held as often as necessary between March 15 and June 1. In the event the members of the Joint Negotiation Committee are unable to reach agreement by June 1, negotiations shall be suspended during the months of June and July. Negotiations shall resume after August 1.

In the event an existing agreement between the Board and the Exclusive Representative expires on a date other than August 31, 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. Further, in such an event, any break in scheduled negotiations meetings shall not exceed thirty-five (35) days and negotiations shall resume no less than thirty (30) days 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 March 15 of the year of expiration of such agreement, except for interim negotiations which may occur as provided elsewhere in these procedures.

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

1101.07 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.

1101.08 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 Negotiation Committee and may participate in the negotiations. The expenses of such consultants shall be borne by the party retaining them.

1101.09 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.

1101.10 Impasse

In the event the members of the Joint Negotiation Committee are unable to reach agreement after August 1, or thirty (30) days prior to the expiration of an Agreement that expires on a date other than August 31, and the parties determine that they are at impasse, the parties shall jointly request the services of the Federal Mediation and Conciliation Service, or other mutually agreeable mediation service if Federal Mediation and Conciliation Service is not available to the parties. In the event the members of the Joint Negotiation Committee are unable to reach agreement within ten (10) days of the expiration of the existing Agreement, then the Exclusive Representative shall have the right to proceed in accordance with Section 4117.14D(2) and Section 4117.18(C) of the Ohio Revised Code, such right being modified by future changes, if any, to the Ohio Revised Code.

1101.11 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.

1101.12 Application of Grievance and Arbitration Procedures

In the event the Board or the Association believes that the issue in a grievance charging a violation of Article 1101 falls within the lawful jurisdiction of the State Employee Relations Board (SERB), either party may commence a proceeding with SERB in accordance with procedures established by SERB. In such an event, such a grievance shall not be subject to Articles 110 and 111 of this Agreement unless and until SERB refuses jurisdiction or it is lawfully determined that SERB has no jurisdiction. Upon notification of such refusal or lawful determination, the Association may proceed with grievance and arbitration proceedings under the aforesaid Articles within fourteen (14) days of such notification.

Article 1102 INTERIM NEGOTIATIONS

1102.01 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.

1102.02 Upon written request of the Exclusive Representative, the Board President, or his/her designated representative, shall call for the initial meeting of the Joint Negotiation Committee for the purpose of interim negotiations to be held not later than fifteen (15) days after receipt of such written request. Negotiation meetings shall be held as often as necessary pursuant to procedures set forth in 1101.06; 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.

1102.03 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.

1102.04 There shall be no interim negotiations during the term of this Agreement except as provided in Section 1102.01 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).

CHAPTER 1200

Article 1201 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 1202 APPLICABLE STATE LAW

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.

Article 1203 EMERGENCY PROVISION

Board revenue from the State Foundation Program is currently estimated by the State Department of Education to be \$75,451,444 for FY84 and \$81,332,302 for FY85. In the event a November 8, 1983, referendum reducing state income taxes is passed and the Board's revenue from the State Foundation Program is reduced, the following provisions shall be in effect:

- A. In the event such reduction, in prorated monthly revenues, exceeds \$1,000,000 on an annual basis, the Board's obligation to comply with Section 301.01 of this Agreement shall be limited to the class size commitments in effect at the end of the 1982-83 school year until such time as the Board's monthly revenues from the State Foundation Program are restored to at least the levels originally estimated by the State Department of Education (above) and the Board's loss of revenues from such reduction during the period has been eliminated.
- B. In the event such reduction, in prorated monthly revenues, exceeds \$3,500,000 on an annual basis, all salary increases scheduled for implementation after the beginning of the month of such reduction shall be reduced by 50 percent. In the event of such a reduction, salaries shall be increased to the rates originally provided in this Agreement effective on the first day of the first full pay period following the first day of the month in which the Board's monthly revenues are restored to the levels originally estimated by the State Department of Education (above).
- C. In the event such reduction, in prorated monthly revenues, exceeds \$6,000,000 on an annual basis, all salary increases scheduled for implementation after the beginning of the month of such reduction shall be delayed. In the event of such a reduction, salaries shall be increased to the rates originally provided in this Agreement effective on the first day of the first full pay period following the first day of the month in which the Board's monthly revenues are restored to the levels originally estimated by the State Department of Education (above).
- D. In the event provisions A, A and B, or A and C above are implemented, Board representatives will first meet with Association representatives to discuss such implementation.
- E. In the event such reduction, in prorated monthly revenues, exceeds \$8,000,000 on an annual basis, and the Board determines that revenues will not be sufficient to meet existing commitments, the Board may elect to so notify the Association in writing. In such an event, all salary provisions in Chapter 900 of this Agreement shall terminate thirty (30) days after such notification and the parties shall promptly enter into interim negotiations in accordance with the procedures in Article 1101 of this Agreement, except that the parties will accelerate such negotiations to the degree practical.

Article 1204 DURATION OF AGREEMENT

This Agreement shall be effective at 12:01 a.m. on September 1, 1983, and shall continue in full force and effect until midnight August 24, 1986.

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

**BOARD OF EDUCATION
OF THE COLUMBUS CITY
SCHOOL DISTRICT**

**COLUMBUS EDUCATION
ASSOCIATION**

By

By

Pauline Radebaugh
President

John E. Grossman
President

James G. Hyre
Superintendent

Carol C. Wagner
Vice-President

Charles C. Hall
Chief Negotiator

William Oliver
Chief Negotiator

Karen S. Balko, Chairperson
Negotiation Team

ADMINISTRATIVE POLICY ON CLASS SIZE Effective September 1, 1983

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

1. First grade classes will be organized in each school building on the basis of approximately 25 pupils per classroom teacher. Variations will be necessary because first grade enrollment totals do not always occur in multiples of 25. Classes which exceed 30 pupils on October 1 will be reduced so that no first grade class will exceed 30 pupils, except that if the teacher(s) involved so elect and the principal so elects, a given class(s) may exceed 30 pupils as an alternative to reorganization of the classes within the given school.
2. All other regular elementary classes (K, 2-5) 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 will be reduced so that no class will exceed 35 pupils except split classes which will not exceed 33 pupils, and except that if the teacher(s) involved so elect and the principal so elects, a given class(s) may exceed 35 pupils (33 pupils in split classes) as an alternative to reorganization of the classes within the given school.
3. 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.
4. 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(s) may exceed 36 pupils as an alternative to reorganization of the classes within the given school.
5. All middle and high school non-academic 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.
6. Except in certain activity type classes such as typewriting, 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.

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.

The administration shall notify the Association at least 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 Board/CEA Agreement of September 1, 1983, expires.

Paragraph 2 shall be modified in relation to kindergarten and grade two (2) class size as provided below.

Effective with the 1983-84 school year, kindergarten classes will be organized in each school building on the basis of approximately 28 pupils per classroom teacher. Classes which exceed 33 pupils on October 1 will be reduced so that no class will exceed 33

pupils except that, if the teacher(s) involved so elect and the principal so elects, a given class may exceed 33 pupils as an alternative to reorganization of the classes within the given school.

Effective with the 1984-85 school year, kindergarten classes will be organized in each school building on the basis of approximately 25 pupils per classroom teacher. 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 may exceed 30 pupils as an alternative to reorganization of the classes within the given school.

Effective with the 1985-86 school year, second grade classes will be organized in each school building on the basis of approximately 28 pupils per classroom teacher. Classes which exceed 33 pupils on October 1 will be reduced so that no class will exceed 33 pupils, except split classes which will not exceed 31 pupils and except that, if the teacher(s) involved so elect and the principal so elects, a given class(s) may exceed 33 pupils (31 pupils in split classes) as an alternative to reorganization of the classes within the given school.

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*This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.*

Form Approved
O.M.B. No. 044-R0003

October 12, 1983.

NOV 28 1983 -R

Mr. Armond di Panganzio
Director of Contract Relations
Columbus Public Schools
270 East State Street
Columbus, Ohio 43215

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

With National Education Association and Columbus Ohio Board of Educational Teachers. The agreement we have on file expired August 1981.

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction or public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

Janet L. Norwood

JANET L. NORWOOD
Commissioner

PLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved 4500
2. Number and location of establishments covered by agreement 135 locations (schools)
3. Product, service, or type of business Education - Elementary and High School
4. If your agreement has been extended, indicate new expiration date N/A

Armond diPangrazio, Manager, Contract Relations

614-225-2636

Your Name and Position

Area Code/Telephone Number

Columbus Public Schools, 270 E. State St.

Columbus, Ohio 43215

Address

City/State/ZIP Code

Employer, Product, Service or Type of Business	Name of Union or Association	Number of Employees Normally Covered by Agreements
Columbus Public Schools	Columbus Education Association	4500