

# Conceptual Agreement Presented to CEA Membership August 25, 2019

## Chapter 100

### Article 108 Board-Association Consultation

**108.02** During the term of this Agreement, the Superintendent and designee shall meet on a regular basis, generally once a month, with not more than five (5) representatives of the Association to discuss matters of policy, procedure, **SAFETY**, and 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.

### NEW 108.05

**THE BOARD AND THE ASSOCIATION SHALL ESTABLISH AN ATTENDANCE ADVISORY COMMITTEE. THE COMMITTEE SHALL BE COMPOSED OF FIVE (5) REPRESENTATIVES APPOINTED BY THE SUPERINTENDENT AND FIVE (5) REPRESENTATIVES APPOINTED BY THE ASSOCIATION. THE COMMITTEE SHALL REVIEW DATA TO ANALYZE PATTERNS AND REASONS FOR EMPLOYEE ABSENCES AND MAKE RECOMMENDATIONS REGARDING COMPREHENSIVE, RESEARCH-BASED STRATEGIES TO ADDRESS THE CAUSES OF ABSENCES. THE COMMITTEE SHALL MEET DURING THE 2019-20 SCHOOL YEAR, AND IT SHALL MAKE A REPORT TO THE JOINT LABOR-MANAGEMENT COMMITTEE PURSUANT TO SECTION 108.02 BY JUNE 30, 2020. THE COMMITTEE SHALL DISBAND ON JUNE 30, 2020.**

### Article 109 Rights of the Association

#### 109.03 (1)(3) and (4) Membership Dues Deduction

##### 1. Payroll Procedures and Deductions

3. Deductions for missed dues and service fees shall be recovered and collected within thirty (30) days of knowledge of the omission. The Association will be promptly notified in writing whenever the above occurs.
4. Amounts for credit union deductions, Association dues, **AND** TBS and agency fees shall be electronically transmitted by the next Columbus City Schools business day following the employee's pay date.

### Article 112 Agency Fee- Remove Article 112, replace with Memorandum of Understanding "A"

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

#### 112.02

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

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

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

## CHAPTER 200

### Article 203 Election of Department Chairpersons/LEADERS

Prior to ~~June 1~~ **THE LAST TEACHER WORK DAY** of each school year, the teachers in each of the six (6) designated departments **LISTED** in **SECTION 901.01 ASSIGNMENT GROUP B** in each regular high school and the Alternative High Schools may meet and elect one or more consenting candidates as nominees for the position of department chairperson/LEADER in each of their respective departments. **WHERE NO DEPARTMENT EXISTS, THE SENIOR FACULTY REPRESENTATIVE OR ASSOCIATION DESIGNEE WILL CONDUCT THE ELECTION.** In such an event, the names of the elected nominees shall be submitted to the building principal. The building principal shall include consideration of all such nominees, if any, in the final selection of teachers to serve as department chairpersons/LEADER for the following school year. **ALL SELECTIONS SHALL BE MADE WITH THE CONSENT OF THE CHOSEN BARGAINING UNIT MEMBER.** The selection shall normally be made by the close of the school year and the selection announced to the department members by such date. The basis for the selection of department chairpersons/LEADER by the principal shall not be arbitrary or capricious.

### Article 206 Teaching Environment and New Buildings

**206.02** Each classroom shall have sufficient chalkboard/whiteboard and bulletin board space **AND, EFFECTIVE JANUARY 2020, A TELEPHONE. EACH CLASSROOM WILL HAVE A COMPUTER AND PROJECTION CAPABILITY. IN ADDITION, STUDENTS SHALL HAVE EQUITABLE ACCESS TO DISTRICT TECHNOLOGY.**, to complement the teacher's instruction. **THE BOARD SHALL CONTINUE TO PROVIDE INSTRUCTIONAL MATERIALS AND EQUIPMENT, WITHIN BUDGETARY**

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### **CONSTRAINTS, TO IMPLEMENT THE DISTRICT'S EDUCATIONAL GOALS AND OBJECTIVES AND TO MEET STUDENTS' NEEDS PURSUANT TO BOARD POLICY 2520.**

**206.05** The parties agree that consistent with Board appropriations, building budgets and the district facilities plan(s), all school buildings should be provided with adequate resources and equipment in a safe infrastructure, with reasonable attention to lighting and snow and ice removal in school parking lots. The Board shall make reasonable efforts, taking into account timing, transportation, cost and other relevant considerations, to address lack of power, heat or water in a building in a manner that is safe and promotes the well being of students and teachers. Complaints about alleged non-compliance with EPA or OSHA regulations are subject only to the administrative complaint procedures at the appropriate local, state and federal agencies. **FOLLOWING PROCESS, NOTWITHSTANDING THE PROVISIONS OF R.C. 4167.10 (B)(1) REGARDING THE EXISTENCE OF IMMINENT DANGER:**

**A. AN EMPLOYEE OR ASSOCIATION REPRESENTATIVE SHALL FILE IN WRITING A HEALTH AND SAFETY COMPLAINT WITH THE IMMEDIATE SUPERVISOR OR PRINCIPAL WITHIN FIVE (5) WORK DAYS OF THE OCCURRENCE OF THE ALLEGED VIOLATION.**

**B. IF THE IMMEDIATE SUPERVISOR OR PRINCIPAL DOES NOT RESPOND IN WRITING TO THE ALLEGED VIOLATION TO THE SATISFACTION OF THE EMPLOYEE/ASSOCIATION WITH TEN (10) WORK DAYS, THE EMPLOYEE OR THE ASSOCIATION MAY APPEAL THE COMPLAINT TO THE DIRECTOR OF BUILDINGS AND GROUNDS BY FILING A WRITTEN APPEAL WITH THE DIRECTOR WITHIN FIVE (5) WORK DAYS OF THE IMMEDIATE SUPERVISOR/PRINCIPAL'S RESPONSE OR DUE DATE TO RESPOND. THE DIRECTOR OR DESIGNEE SHALL RESPOND IN WRITING TO THE COMPLAINT WITHIN TEN (10) WORK DAYS OF SUBMISSION OF THE APPEAL. IF THE CORRECTIVE ACTION IS IDENTIFIED IN THE RESPONSE, THEN THE RESPONSE SHALL INCLUDE A PLANNED DATE OF PROJECT COMPLETION.**

**C. AFTER RECEIVING THE RESPONSE FROM THE DIRECTOR OF BUILDINGS AND GROUNDS, A BARGAINING UNIT MEMBER WHO IS DISSATISFIED WITH THE DISPOSITION OF THE HEALTH AND SAFETY COMPLAINT MAY FILE A COMPLAINT WITH THE OHIO BUREAU OF WORKERS COMPENSATION PUBLIC EMPLOYEES RISK REDUCTION PROGRAM (PERRP) USING FORM SH-6.**

**206.14:** New and renovated elementary buildings ~~will~~ **SHALL** be designed with rooms for art and music classes. The Board shall make reasonable efforts to designate specific rooms for both art and music in elementary buildings for the particular school year and physical facility. **BEGINNING WITH THE 2020-21 SCHOOL YEAR, IF IN THE UNUSUAL CIRCUMSTANCE WHERE AN ART OR MUSIC ROOM IS UNDER CONSIDERATION FOR REPURPOSING, THE SUPERINTENDENT OR DESIGNEE WILL PROVIDE WRITTEN NOTICE TO THE BUILDING SENIOR FACULTY REPRESENTATIVE FOR THAT BUILDING AT LEAST SEVEN (7) DAYS BEFORE REPURPOSING. A MEETING OF THE ASSOCIATION BUILDING COUNCIL WILL BE CONVENED SEVEN (7) DAYS AFTER THE WRITTEN NOTICE FOR THE PURPOSE OF PROVIDING ASSOCIATION REPRESENTATIVES THE OPPORTUNITY TO PRESENT ALTERNATIVE SPACE ALLOCATION PLANS. IF A SPACE IS REPURPOSED, THE ASSOCIATION BUILDING COUNCIL WILL CONVENE BY THE END OF THE SCHOOL YEAR TO DISCUSS THE USE OF THAT INSTRUCTIONAL SPACE FOR THE UPCOMING SCHOOL YEAR.**

#### **206.16 HEALTH AND SAFETY COMMITTEE**

**THE BOARD AND THE ASSOCIATION SHALL ESTABLISH A LABOR-MANAGEMENT HEALTH AND SAFETY COMMITTEE. THE COMMITTEE SHALL BE COMPOSED OF FOUR (4) REPRESENTATIVES APPOINTED BY THE BOARD AND FOUR (4) REPRESENTATIVES APPOINTED BY THE ASSOCIATION. THE DUTIES OF THE COMMITTEE WILL BE TO IDENTIFY HEALTH AND SAFETY RELATED PROBLEMS, EVALUATE CURRENT AND RECOMMEND, AS APPROPRIATE, NEW HEALTH AND SAFETY WORK PRACTICES AND PROCEDURES, IMPROVE COMMUNICATION ABOUT THE WORK ORDER PROCESS, AND PROMOTE AWARENESS AND ENCOURAGE COMPLIANCE WITH HEALTH AND SAFETY PRACTICES AND PROCEDURES. THE COMMITTEE SHALL MEET QUARTERLY. A DESIGNEE OF THE COMMITTEE SHALL REPORT AT LEAST ANNUALLY TO THE JOINT LABOR-MANAGEMENT COMMITTEE PURSUANT TO SECTION 108.02.**

#### **Article 208 Classroom Atmosphere**

##### **208.11 Alternative Discipline Program**

An advisory committee to the superintendent shall be formed consisting of four (4) administrators appointed by the superintendent, four (4) association representatives appointed by the association president, and up to four (4) other persons representing different stakeholders in pupil well-being and success mutually agreed upon by the superintendent and the association president. **BY OCTOBER 2019, A REPRESENTATIVE OF THE COMMITTEE SHALL REPORT THEIR MEETING SCHEDULE AND AGENDAS TO THE REFORM PANEL. AT THE CONCLUSION OF ITS WORK, the committee shall make written recommendations to the superintendent on strategies for successes for all students, INCLUDING RESTORATIVE PRACTICES, TRAUMA INFORMED CARE, PBIS, AND OTHER SOCIAL EMOTIONAL LEARNING PRACTICES SO THAT STUDENTS AND STAFF MAY HAVE a safe and educationally sound LEARNING environment. THE GOAL OF THIS COMMITTEE WILL BE TO MAINTAIN STUDENTS IN THEIR CURRENT EDUCATIONAL LEARNING ENVIRONMENT WHILE HOLDING STUDENTS ACCOUNTABLE FOR THEIR ACTIONS AND THEIR BEHAVIORS CONSISTENT WITH BOARD POLICY. THE COMMITTEE WILL ALSO PROVIDE RECOMMENDATIONS ON HOW TO USE DISCIPLINE TO CHANGE STUDENT BEHAVIOR AS OPPOSED TO PUNISHING AND EXCLUDING STUDENTS FROM LEARNING AND HOW TO EFFECTIVELY DESIGN AND IMPLEMENT ALTERNATIVE EDUCATIONAL SETTINGS, INCLUDING OPTIONS FOR SUCCESS. WITH THE ASSISTANCE OF A PROFESSIONAL EVALUATOR, THE COMMITTEE WILL EVALUATE AND REVIEW THE WORK OF SOCIAL EMOTIONAL LEARNING PRACTITIONERS AS IDENTIFIED IN THE MEMORANDUM OF UNDERSTANDING BETWEEN THE PARTIES AND IN-SCHOOL SUSPENSION SETTINGS IN PLACE FOR THE 2018-19, 2019-20, AND 2020-21 SCHOOL YEARS SPECIFICALLY WITH RESPECT TO SERVICES TO STUDENTS, IMPACT ON STUDENT LEARNING AND DISCIPLINE, STAFFING, JOB DESCRIPTIONS AND FUNDING. The recommendations shall be issued by ~~May 1, 2018~~ **JANUARY 15, 2022**, with a copy of any policy group formed pursuant to Ohio Revised Code section 3321.191 (Adoption of policy regarding student absences; Intervention strategies). The Superintendent and Board shall implement by ~~2018-2019~~ the recommendations they believe feasible and**

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appropriate to implement at that time. **RECOMMENDATIONS OF THE COMMITTEE AS WELL AS ASSOCIATED DATA SHALL BE TOPICS OF DISCUSSION DURING NEGOTIATIONS FOR A SUCCESSOR AGREEMENT.**

See Memorandum of Understanding "B"

### Article 209 Co-Curricular Activities and Extra Duties

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

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

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

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

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

### Article 210 Teacher-Parent Conferences and Reports to Parents

**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 reports shall be required for elementary students and for middle and high school students for one or more of the following reasons:~~

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

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

#### 1. FOR GRADES SIX (6) THROUGH TWELVE (12):

- a. **TEACHERS SHALL HAVE STUDENT GRADES ENTERED INTO THE ELECTRONIC GRADE BOOK AS SOON AS PRACTICABLE FOLLOWING THE DUE DATE OF THE ASSIGNMENT TO PROVIDE TIMELY FEEDBACK.**
- b. **THE GRADE ENTRY WINDOW SHALL BE OPEN BEGINNING TEN (10) SCHOOL DAYS BEFORE THE END OF EACH GRADING PERIOD AND ENDING THE DAY PRIOR TO DISTRIBUTION OF GRADE REPORTS.**

#### 2. FOR GRADES PRE-KINDERGARTEN THROUGH GRADE FIVE (5):

- a. **THE GRADE ENTRY WINDOW SHALL BE OPEN BEGINNING TWENTY (20) SCHOOL DAYS BEFORE THE END OF EACH GRADING PERIOD AND ENDING THE DAY PRIOR TO DISTRIBUTION OF GRADE REPORTS.**

#### 3. ALL TEACHERS SHALL HAVE FINAL STUDENT GRADES ENTERED INTO THE ELECTRONIC GRADING SYSTEM IN ACCORDANCE WITH THE GRADE MARK ENTRY SCHEDULE.

- a. **TEACHERS OF STUDENTS IN GRADE TWELVE (12) SHALL ENTER THEIR STUDENTS' FINAL AND FOURTH QUARTER GRADES AS SOON AS PRACTICABLE FOLLOWING THE LAST DAY OF GRADE TWELVE (12) STUDENT ATTENDANCE.**

#### 4. NOTWITHSTANDING THE ABOVE, ALL TEACHERS SHALL COMPLY WITH ALL PROGRESS MONITORING REQUIREMENTS IDENTIFIED IN STUDENTS' IEPS AND/OR 504 PLANS.

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

~~210.05~~ **210.04-** Renumber only, No Language Change

### ~~210.06~~ **210.05 Principles for elementary grade card computer entry**

A. The computer system should be accessible at all times except for routine maintenance and/or scheduled outages.

B. Teachers should be able to access the system for personal convenience via their personal computers through a net browser. The District shall strive to achieve these goals through education, technology and other means. If the elementary grade card system is generally unavailable for eight (8) or more consecutive hours between the hours of 6 a.m. and midnight or three and one-half (3 ½) or more consecutive hours during the elementary work day due to system failure during the work week after the end of the grading period, teachers will have an extra work day for the deadline to complete report cards. The District is not responsible for teachers' personal computers or their operation.

C. The Report Card Committee shall: ~~continue its work and report any recommendations to the elementary executive director Superintendent.~~

1. **CONSIST OF FOUR MEMBERS APPOINTED BY THE ASSOCIATION, FOUR MEMBERS APPOINTED BY THE SUPERINTENDENT.**

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2. THE SUPERINTENDENT AND ASSOCIATION PRESIDENT SHALL MUTUALLY AGREE TO TWO (2) PARENT(S) TO SERVE AS NON-VOTING CONSULTANT(S) TO THE COMMITTEE.
3. THE PURPOSE OF THE COMMITTEE SHALL BE TO MAKE RECOMMENDATIONS TO THE SUPERINTENDENT REGARDING THE FORMAT OF THE REPORT CARD SO:
  - a. PARENTS MAY UNDERSTAND THE PROGRESS BEING MADE BY THEIR STUDENT.
  - b. THE EFFECTIVENESS AND EFFICIENCY OF THE GRADE REPORTS ARE INCREASED.
4. THE COMMITTEE SHALL MEET AT LEAST ONCE PER SEMESTER UNLESS OTHERWISE AGREED UPON BY THE SUPERINTENDENT AND CEA PRESIDENT. THE COMMITTEE MAY BE DISBANDED BY A MAJORITY VOTE OF ITS MEMBERS ONCE FINAL DECISIONS HAS BEEN MADE ON THEIR RECOMMENDATIONS.

### Article 211 Assignments and Transfers

#### 211.04 Job Fair

Any positions remaining vacant after August 15 will be staffed with unassigned personnel. One ~~or more~~ job fairs ~~may~~ **SHALL** be held before the start of the school year. Persons may bid for vacancies on the basis of certification and seniority, **EXCEPT IN NO CASE MAY A PERSON BID ON A VACANCY THAT A PERSON PREVIOUSLY HELD OR HAS BEEN PREVIOUSLY DENIED DURING THE SAME SCHOOL YEAR.** The Human Resources Department shall make the final assignment decisions. Vacancies filled through job fair(s) and assignment shall be considered filled for two school years. At the end of the second school year those teachers shall be considered staff reduced.

#### 211.07 INSTRUCTIONAL ROUNDS

(DELETE MEMORANDUM OF AGREEMENT ON PROFESSIONAL ROUNDS AND REPLACE IT WITH PROPOSED NEW 211.07.)

**INSTRUCTIONAL ROUNDS ARE DEFINED AS A TOOL USED FOR NON-EVALUATIVE OBSERVATIONS OF A TEACHER BY ANOTHER TEACHER OR ADMINISTRATOR FOR THE PURPOSE OF IMPROVING STUDENT INSTRUCTION, PRACTICE AND STUDENT LEARNING.**

- A. INSTRUCTIONAL ROUNDS AND ALL OTHER TOOLS USED FOR NON-EVALUATIVE TEACHER OBSERVATION SHALL NOT BE USED BY THE DISTRICT AND/OR ITS AGENTS TO SUPPLANT, MODIFY OR OTHERWISE COMPROMISE THE STANDARDS, PROCEDURES AND INSTRUMENTS FOR TEACHER EVALUATION RECOGNIZED AND CONTAINED WITHIN THIS AGREEMENT.
- B. INSTRUCTIONAL ROUNDS AND ALL OTHER TOOLS USED FOR NON-EVALUATIVE TEACHER OBSERVATION SHALL NOT BE USED BY THE DISTRICT AND/OR ITS AGENTS TO SUPPLANT, MODIFY OR OTHERWISE COMPROMISE THE CONTENT OF ANY PART OF THIS AGREEMENT.
- C. ANY WRITTEN DOCUMENT GENERATED AS A RESULT OF INSTRUCTIONAL ROUNDS OR ANY OTHER NON-EVALUATIVE TEACHER OBSERVATION SHALL REMAIN THE PROPERTY OF THE OBSERVER. SAID PROPERTY, WHETHER WRITTEN OR VERBAL, SHOULD NOT BE DISCLOSED OR ATTRIBUTED TO ANY INDIVIDUAL OR CLASSROOM. THIS PROPERTY, WRITTEN OR VERBAL SHALL NOT BECOME PART OF ANY TEACHER'S PERSONNEL FILE OR EVALUATION.
- D. IF EITHER PARTY WISHES, THE PARTIES WILL MEET TO ENSURE THAT INSTRUCTIONAL ROUNDS PROTOCOLS ARE IMPLEMENTED IN A MANNER CONSISTENT WITH THE EXPRESSION AND SPIRIT OF THIS SECTION. IF CONSENSUS CANNOT BE REACHED FOLLOWING THIS MEETING, EITHER PARTY CAN ISSUE A WRITTEN NOTICE TO SUSPEND INSTRUCTIONAL ROUNDS UNTIL THERE IS MUTUAL AGREEMENT THAT THE RESUMPTION OF INSTRUCTIONAL ROUNDS WILL BE IMPLEMENTED WITH THE EXPRESSION AND SPIRIT OF THIS SECTION.
- E. BARGAINING UNIT MEMBERS INVOLVED IN INSTRUCTIONAL ROUNDS SHALL BE PROVIDED WITH APPROPRIATE TRAINING IN INSTRUCTIONAL ROUNDS PROTOCOLS AND ADEQUATE TIME FOR THE MEETINGS AND OBSERVATIONS TO OCCUR WITHIN THE WORK DAY.
- F. THE PROFESSIONAL ROUNDS TEAM SHALL INCLUDE THE SENIOR ASSOCIATION FACULTY REPRESENTATIVE OR ASSOCIATION DESIGNEE.

## Chapter 300

### Article 301 Class Size

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

#### Administrative Policy on Class Size Effective August 1, 1997

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

1. All school and grade level regular elementary classes (kindergarten and grades 1-5) will be organized in each school building on the basis of approximately 25 pupils per classroom teacher. Variations will be necessary because of different grade level enrollment totals. Classes which exceed 30 pupils on October 1 will be reduced so that no class will exceed 30 pupils except that if the teacher(s) involved so elect and the principal so elects, a given class(es) may exceed 30 pupils as an alternative to reorganization of the classes within the given school (29 pupils rather than 30 pupils beginning in 1998-1999 for grade K-3; **28 PUPILS BEGINNING IN 2020-21 FOR GRADE KINDERGARTEN; 27 PUPILS BEGINNING IN 2021-22 FOR GRADE KINDERGARTEN AND 28 PUPILS BEGINNING IN 2021-22 FOR GRADE 1. PHASE-IN OF CLASS SIZE REDUCTION WILL CONTINUE UNTIL THE MAXIMUM CLASS SIZE IS 27 PUPILS FOR GRADE K-3.** ~~For class size purposes, mainstreamed special education students shall be counted the same as the percent of the pupil day they spend in a regular classroom.~~

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

### Article 302 Teacher Class Load

#### 302.02 Elementary Planning-Preparation Time

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

**302.05 FOLLOWING SPRING BREAK AND BEFORE THE LAST TEACHER WORK DAY OF THE YEAR, e**Each elementary school shall conduct a written ballot to determine whether there shall be one (1) or two (2) fifteen-(15) minute recesses per day **FOR THE FOLLOWING SCHOOL YEAR.** Recess takes place mid-morning or midafternoon, not adjacent to the beginning, lunchtime, or end of the school day, unless the school selects to do so through the process of this paragraph. The results of such ballot shall be posted on the school's bulletin board. In the event of a tie, the issue shall be decided by the principal. That status quo shall remain in effect in future years unless the ABC or the principal calls for reconsideration. Reconsideration can only be called for once per school year **FOR THE FOLLOWING SCHOOL YEAR, AND IF SO CALLED, THEN A WRITTEN BALLOT WILL BE CONDUCTED AS DESCRIBED ABOVE.** ~~However, a change in that status quo can only be implemented after the first two (2) work days of the regular school year with the principal's concurrence.~~

### Article 307 Elementary Art, Vocal Music and Physical Education Programs

**NEW 307.04 THE DUTIES OF EACH ELEMENTARY ART, MUSIC and PHYSICAL EDUCATION TEACHER SHALL BE PROPORTIONAL TO THE AMOUNT OF TIME ASSIGNED TO A SCHOOL.**

**NEW 307.05 ELEMENTARY UNIFIED ARTS TEACHERS CLASS LOAD SHALL BE ORGANIZED IN EACH SCHOOL BUILDING ON THE BASIS OF APPROXIMATELY TWENTY-FIVE (25) CLASSES PER WEEK. NO ELEMENTARY UNIFIED ARTS TEACHER'S CLASS LOAD SHALL EXCEED TWENTY-SEVEN (27) CLASSES PER WEEK. THERE SHALL BE A TRANSITION TIME BETWEEN CLASSES OF NO LESS THAN FIVE (5) MINUTES.**

## CHAPTER 400

### Article 401 Teacher Evaluation

#### 401.01

- A. Teachers (except for substitutes and adult education instructors) who instruct students for at least fifty percent (50%) of the teacher's time employed shall be evaluated in accordance with O.R.C. Sections 3319.111 and 3319.112 consistent with the Framework adopted by the Ohio State Board of Education, as that Framework is amended from time to time. The "Teacher and Licensed Support Professional Evaluation" and the "CCS Teacher Performance Rubric" shall constitute the process, criteria and standards used for such teachers. The "Teacher and Licensed Support Professional Evaluation" and the "CCS Licensed Support Professional Performance Rubric" will apply to other members of the bargaining unit. Neither the evaluation process nor rubric will apply to persons employed under Chapters ~~1000~~, 1100, 1200 or ~~1300~~ of the Master Agreement.
- B. The Superintendent shall make decisions and take actions to implement this provision in the variety of instructional assignments and environments in the District. This authority shall be exercised through the Joint Evaluation Panel (JEP) of CEA and the Board, established by a Memorandum of Agreement between the parties.
- C. The following exceptions exist to the annual evaluation requirement:
  1. **FOR THE 2019-20 SCHOOL YEAR:**
    - a. A teacher who receives a rating of "Accomplished" on his/her most recent evaluation shall be evaluated at least once every three (3) school years, so long as the teacher's student academic growth measure for the most recent school year for which data is available is average or higher, as determined by the department of education.

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- b. A teacher who receives a rating of skilled on the teacher's most recent evaluation shall be evaluated at least once every two (2) years, so long as the teacher's student academic growth measure for the most recent school year for which data is available is average or higher, as determined by the department of education.
2. **EFFECTIVE WITH THE 2020-21 SCHOOL YEAR:**
  - a. **A TEACHER WHO RECEIVES A RATING OF "ACCOMPLISHED" ON HIS/HER MOST RECENT EVALUATION SHALL BE EVALUATED ONCE EVERY THREE (3) SCHOOL YEARS, SO LONG AS THE TEACHER SUBMITS A SELF-DIRECTED PROFESSIONAL GROWTH PLAN TO THE EVALUATOR THAT FOCUSES ON SPECIFIC AREAS IDENTIFIED IN THE OBSERVATIONS AND EVALUATION AND THE EVALUATOR DETERMINES THAT THE TEACHER IS MAKING PROGRESS ON THAT PLAN.**
  - b. **A TEACHER WHO RECEIVES A RATING OF "SKILLED" ON HIS/HER MOST RECENT EVALUATION SHALL BE EVALUATED AT LEAST ONCE EVERY TWO (2) YEARS, SO LONG AS THE TEACHER AND EVALUATOR JOINTLY DEVELOP A PROFESSIONAL GROWTH PLAN FOR THE TEACHER THAT FOCUSES ON SPECIFIC AREAS IDENTIFIED IN THE OBSERVATIONS AND EVALUATION AND THE EVALUATOR DETERMINES THAT THE TEACHER IS MAKING PROGRESS ON THAT PLAN.**
3. In any year that a teacher is not formally evaluated as a result of receiving a rating of accomplished or skilled on the teacher's most recent evaluation, a credentialed evaluator shall conduct at least one observation of the teacher and hold at least one conference with the teacher.
4. Teachers are not required to be evaluated if they have provided a written resignation for retirement purposes by December 1 that has been accepted by the Board.
5. Teachers are not required to be evaluated if they are absent half or more of their contracted work days for a particular school year.
- D. The exclusive means for a member of the CEA bargaining unit to challenge his/her evaluation shall be through the Joint Evaluation Panel and expedited arbitration pursuant to the Memorandum of Agreement with the CEA.
- E. Development of growth plans or improvement plans shall be as follows:
  1. **FOR THE 2019-20 SCHOOL YEAR:**
    - a. Teachers with above expected levels of student growth for the previous year will develop a professional growth plan.
    - b. Teachers with expected levels of student growth for the previous year will develop a professional growth plan collaboratively with their credentialed evaluator.
    - c. Teachers with below expected levels of student growth for the previous year will develop an improvement plan with their credentialed evaluator. The administrator/evaluator will approve the improvement plan.
  2. **EFFECTIVE WITH THE 2020-21 SCHOOL YEAR:**
    - a. **TEACHERS WITH AN EVALUATION RATING OF ACCOMPLISHED FOR THE PREVIOUS YEAR WILL DEVELOP A SELF-DIRECTED PROFESSIONAL GROWTH PLAN THAT FOCUSES ON SPECIFIC AREAS IDENTIFIED IN THE OBSERVATIONS AND EVALUATION.**
    - b. **TEACHERS WITH AN EVALUATION RATING OF SKILLED WILL DEVELOP A PROFESSIONAL GROWTH PLAN JOINTLY WITH THE EVALUATOR THAT FOCUSES ON SPECIFIC AREAS IDENTIFIED IN THE OBSERVATIONS AND EVALUATION.**
    - c. **TEACHERS WITH AN EVALUATION RATING OF DEVELOPING WILL DEVELOP A PROFESSIONAL GROWTH PLAN JOINTLY WITH THE EVALUATOR.**
    - d. **AN IMPROVEMENT PLAN WILL BE DEVELOPED BY THE ADMINISTRATOR/EVALUATOR FOR TEACHERS WITH AN EVALUATION RATING OF INEFFECTIVE.**
  3. New teachers to Columbus City Schools and in the PAR program will develop an improvement plan with their PAR consulting teacher.
  4. Teachers who are not in PAR and who have no student growth measure rating for the previous year will develop a professional growth plan.

## Chapter 500

### Article 507 Professional Development

**507.01** The parties believe that professional development is an ongoing process that promotes and supports both professional and personal growth for all teachers and is aimed at increasing student progress/growth. The parties agree to examine strategies and mechanisms that will increase training time of teachers other than the workdays set forth in Section 1401.03. Strategies and mechanisms shall include, but not limited to, courses offered by the District and CEA, customized courses developed in partnership with institutions of higher education, distance learning and video programming. Professional development will focus on building teacher quality to increase student progress/growth.

**507.02** The Joint Professional Development Committee will continue to work cooperatively to determine content for district-wide professional development in-service on the "waiver days." The joint committee will strive to schedule these days on a Tuesday, Wednesday or Thursday that does not precede or follow a three-day weekend, holiday or vacation. The joint committee will strive to provide college credit or CEUs for professional development. **BEGINNING WITH THE 2020-21 SCHOOL YEAR, FIFTY PERCENT (50%) OF ALL PROFESSIONAL DEVELOPMENT DAYS SHALL OCCUR AFTER THE END OF THE SECOND QUARTER. THE BOARD WILL MAKE EVERY REASONABLE EFFORT TO EVENLY DISTRIBUTE PROFESSIONAL DEVELOPMENT DAYS THROUGHOUT THE SCHOOL YEAR.**

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

**507.04 FULL-TIME TEACHERS MUST ENGAGE IN A MINIMUM OF FORTY (40) HOURS EACH SCHOOL YEAR OF JOB-EMBEDDED PROFESSIONAL DEVELOPMENT THAT IS ALIGNED TO HIGH-IMPACT STRATEGIES IDENTIFIED IN THE SCHOOL'S**

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OHIO IMPROVEMENT PLAN OR THE DISTRICT IMPROVEMENT PLAN. JOB EMBEDDED PROFESSIONAL DEVELOPMENT SHALL OCCUR DURING THE DISTRICT'S PROFESSIONAL DEVELOPMENT DAYS, EARLY RELEASE DAYS, TBTS, INSTRUCTIONAL ROUNDS, AND/OR BUILDING STAFF MEETINGS. THE FORTY (40) HOURS WILL BE PRORATED FOR LESS THAN FULL-TIME TEACHERS AND FOR TEACHERS WHO HAVE A LEAVE OF ABSENCE EXCEEDING TEN (10) CONSECUTIVE DAYS USING SICK LEAVE, FMLA, OR OTHER HEALTH-RELATED APPROVED LEAVE.

507.05 INDIVIDUAL BARGAINING UNIT MEMBERS MAY APPLY FOR PROFESSIONAL DEVELOPMENT OUTSIDE THE DISTRICT. THE BARGAINING UNIT MEMBER SHALL SHARE INFORMATION GAINED FROM THE PROFESSIONAL DEVELOPMENT TO STAFF ON THE BARGAINING UNIT MEMBER'S TEAM.

507.06 THE JOINT PROFESSIONAL DEVELOPMENT COMMITTEE SHALL RECOMMEND PROVISIONS FOR MAKE-UP OF THE FIVE (5) PROFESSIONAL DEVELOPMENT DAYS OR ON-LINE/WEBINAR MATERIALS FOR THOSE ABSENT ON ANY OF THE FIVE (5) PROFESSIONAL DEVELOPMENT DAYS. IF THE DISTRICT PROVIDES ON-LINE/WEBINAR MATERIALS FOR ANY OF THE FIVE (5) PROFESSIONAL DEVELOPMENT DAYS AND A TEACHER IS ABSENT ON ONE OR MORE OF THOSE DAYS, THE TEACHER MUST COMPLETE THE MAKE-UP(S) IN THE SAME SCHOOL YEAR.

### Chapter 600

#### NEW 608 – LIBRARY MEDIA SPECIALISTS

LIBRARY MEDIA SPECIALISTS SHALL BE PAID TWO (2) HOURS ANNUALLY PER ASSIGNED BUILDING, AT THE SUPPLEMENTAL HOURLY RATE, FOR THE COMPLETION OF BOOK INVENTORY. SUCH HOURS SHALL BE COMPLETED OUTSIDE THE REGULAR WORK HOURS AND SCHEDULED AT THE DISCRETION OF THE BARGAINING UNIT MEMBER WITH THE APPROVAL OF THE SUPERVISOR. DOCUMENTATION FOR SUCH HOURS SHALL BE SUBMITTED ON A SUPPLEMENTAL TIME SHEET NO LATER THAN THE LAST RECORDS DAY OF THE SCHOOL YEAR.

### Chapter 700

#### Article 701 Sick Leave

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

A. For absence of the teacher due to personal illness, pregnancy, injury, or exposure to contagious disease which could be communicated to others. ~~Up to twenty (20) consecutive school days, or up to thirty (30) consecutive school days if the teacher is required to travel to another country for the adoption, may be taken as sick leave at the time of legal adoption of a child.~~

#### Article 702 Leaves of Absence

##### 702.02 Maternity/Paternity/Adoptive/FAMILY Leave

A. IN ADDITION TO THE REASONS IDENTIFIED IN SECTION 701.02 ABOVE, SICK LEAVE WITH PAY MAY BE USED FOR ABSENCES RELATED TO THE BIRTH OR ADOPTION OF A CHILD AS FOLLOWS:

1. FOR THE BIRTH OR ADOPTIVE PARENT, UP TO THIRTY (30) SICK DAYS FOR THE BIRTH OF THE CHILD OR THE PLACEMENT OF THE ADOPTIVE CHILD:
2. FOR THE NON-BIRTH PARENT, UP TO FIFTEEN (15) SICK DAYS WITHIN SIX (6) MONTHS OF THE BIRTH OF THE CHILD.

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

1. Such request shall be submitted on the designated form to the administrator of Human Resources, at least thirty (30) days prior to the beginning date of the requested leave.
2. A maternity or paternity leave request shall be accompanied by a statement from the attending physician indicating the anticipated date of birth of the child and the expected date of disability; or
3. The request for adoptive leave shall be accompanied by a statement from the adoption agency.
4. The requested duration of such leave shall be for the remainder of the semester in which the leave commences and not to exceed the four subsequent semesters. All such leaves must terminate at the end of a school year. The teacher may submit a request to the administrator of Human Resources, for return to service at any time during the leave. Such request shall be in writing and shall be at least thirty (30) days in advance of the desired return date. Such teacher shall be returned to service on the requested date or on the earliest following date when a vacancy occurs requiring a certification/license held by the teacher, provided the Board would otherwise have employed a new teacher for such vacancy.
5. The teacher shall notify the administrator of Human Resources, in writing, of 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.
6. In the case of an adoptive leave, if the adoption is canceled after a replacement for the adopting teacher has been arranged, the adopting teacher may request early reinstatement from leave and such request will be given priority consideration by the Administration.

#### Article 704 Reductions in Personnel

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

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system within the areas of certification/licensure affected by the reduction. Such teachers shall be considered in a layoff status and shall be recalled in the order of seniority as positions are available in their areas of certification/licensure. Seniority shall be measured from the first day of paid status as a member of the bargaining unit resulting from the most recent employment by the Board of Education without regard for unpaid leaves since such date. In case of a tie, the date of Board action to employ shall further determine seniority for layoff only. The Board shall recall all teachers on layoff status in the various areas of certification prior to employment of any new teachers in such certification areas.

### Stipulations:

- A. In the event two or more teachers have equal seniority, all determinations in the order of non-renewal and recall within the equal group shall be made by the administration. In such event, the administration may give consideration to areas of certification/licensure, to past Columbus teaching assignments, to past teaching experience in other Districts, and to race or sex where staff balance is a consideration.
- B. As teaching positions become available, teachers who have been reassigned as a result of the reductions or other personnel, may again be reassigned at the discretion of the Administration to a teaching position more closely conforming to their assignment prior to the reduction transfer. More closely conforming is not intended to include geographical location of assignment.
- C. Teachers on layoff status with multiple certifications/license who are needed to fill an existing vacancy requiring such multiple certifications/licenses. Male and female physical education teachers may be considered separately for layoff and recall purposes. Music teachers shall be considered as vocal and instrumental for purposes of layoff and recall (as well as assignment) based upon their election. Current music teachers shall make their election during the fall of 1979 and new employees shall make their election during the first year of employment. Election shall be made on a form which indicates the purposes of the election and which provides for the election of instrumental, vocal or both.
- D. Teachers on a layoff status shall be responsible for keeping the administrator of Human Resources informed as to their current address and telephone number. Notification of recall by the administrator of Human Resources shall be to such address, and failure to contact the administrator of Human Resources, within fourteen (14) calendar days of the date of mailing shall remove the teacher from layoff status. The administrator of Human Resources will also attempt a telephone contact of the teacher. Further, failure to accept the offered assignment shall remove the teacher from layoff status. Acceptance of an extra-duty assignment shall not be required as a part of such offered assignment. Teachers on layoff status may work as substitute teachers in the Columbus City Schools without jeopardizing their layoff status.
- E. Teachers who are reemployed from a layoff status shall have all seniority rights restored to their status which were in effect on their last date of employment including, but not limited to, salary, transfer and evaluation rights. As an example, a teacher with one year of experience prior to layoff would be given credit for one year of teaching experience on the salary schedule at the time of recall.
- F. All rights provided in this provision for teachers on a layoff status shall be limited to thirty-six (36) months.
- G. It is understood by the parties that it may be necessary to non-renew a larger number of teachers in various areas of certification/licensure than will ultimately be required. In practice, because non-renewal must occur prior to ~~April 30~~ **JUNE 1** for the following school year, and because many resignations and retirements do not occur until after that date, many of the staff members who are notified of non-renewal may be recalled prior to the beginning of the following school year. However, the administration shall have the right to utilize substitute teachers in a limited number of positions during **AUGUST AND** September before determining that such positions will be permanently needed and filled by teachers on a layoff status. In addition, substitute teachers may continue to be utilized in the same manner as in the past. In particular, this would include the use of substitute teachers:
  1. For teachers who are on sick leave;
  2. For the balance of the school year in vacancies occurring during the second semester; and
  3. For the balance of the school year in vacancies occurring throughout the school year provided there is reasonable expectation that layoffs may be necessary the following September.
- H. A teacher on an unpaid leave of absence shall be considered on layoff status if during the period of such unpaid leave the teacher would have been laid off under the provisions of this article had the teacher been on paid status. Further, such teacher shall be returned to paid status after the completion of such leave on the same basis as other teachers on layoff status as provided in this article.
- I. A six-member joint Association/Board committee shall be appointed to advise the administration on problems which may result from the implementation of this provision as such problems are identified by the administrator of Human Resources or the Association.

## Chapter 800

### Article 813 Effective Dates

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

**FOR EFFECTIVE DATES, SEE SECTION 109.03 (I)(15)**



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**Chapter 900**

**Article 902**

**902.01** Effective at the beginning of the 2019-2020 school year, teachers and school nurses possessing a valid school nurse certificate, shall be paid in accordance with the following:

<b>Teacher Salary Schedule Effective 2019-2020 School Year</b> <i>(increase of 3.0% from 2018-2019 school year- standard rounding rules apply)</i>							
YRS	Pre-License Bachelor's Degree	Bachelor's Degree	150 Hours and Bachelor's Degree	Master's Degree	Master's Degree + 30 Semester Hours	PHD	YRS
0	34,257	42,981	44,227	47,666	48,569	51,677	0
1	34,257	42,981	44,227	48,612	49,556	52,729	1
2	35,632	44,701	45,990	49,556	50,546	53,781	2
3	37,049	46,506	47,837	51,534	52,566	55,930	3
4	38,554	48,354	49,729	53,598	54,629	58,125	4
5	40,059	50,287	51,750	55,747	56,820	60,457	5
6	41,691	52,308	53,813	57,982	59,099	62,881	6
7	41,691	54,371	55,962	60,301	61,463	65,396	7
8	41,691	56,563	58,196	62,709	63,956	68,049	8
9	41,691	58,842	60,517	65,203	66,492	70,747	9
10	41,691	61,162	62,925	67,823	69,156	73,583	10
11	41,691	63,612	65,460	70,532	71,907	76,509	11
12	41,691	66,192	68,083	73,369	74,787	79,574	12
13	41,691	68,812	70,790	76,291	77,796	82,775	13
14	41,691	71,564	73,626	79,344	80,890	86,067	14
15	41,691	74,443	76,592	82,634	84,267	89,653	15
16	41,691	74,626	76,775	82,925	84,559	89,945	16
17	41,691	74,809	76,957	83,109	84,741	90,128	17
18	41,691	74,809	76,957	83,109	84,741	90,128	18
19	41,691	75,636	77,785	83,935	85,569	90,955	19
20	41,691	76,462	78,611	84,762	86,395	91,781	20
21	41,691	76,462	78,611	84,762	86,395	91,781	21
22	41,691	76,462	78,611	84,762	86,395	91,781	22
23	41,691	77,730	79,880	86,030	87,664	93,050	23
24	41,691	79,000	81,149	87,299	88,932	94,319	24
25	41,691	79,000	81,149	87,299	88,932	94,319	25
26	41,691	79,000	81,149	87,299	88,932	94,319	26
27	41,691	80,753	82,903	89,054	90,687	96,073	27
28	41,691	82,507	84,656	90,807	92,440	97,826	28
29	41,691	82,507	84,656	90,807	92,440	97,826	29
30	41,691	84,343	86,491	92,643	94,277	99,663	30
31	41,691	86,178	88,327	94,477	96,110	101,496	31

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

<b>Teacher Salary Schedule Effective 2020-2021 School Year</b> <b>(increase of 3.0% from 2019-2020 school year- standard rounding rules apply)</b>							
YRS	Pre-License Bachelor's Degree	Bachelor's Degree	150 Hours and Bachelor's Degree	Master's Degree	Master's Degree + 30 Semester Hours	PHD	YRS
0	35,285	44,271	45,554	49,097	50,026	53,228	0
1	35,285	44,271	45,554	50,071	51,044	54,311	1
2	36,701	46,042	47,370	51,044	52,063	55,395	2
3	38,161	47,901	49,273	53,081	54,144	57,608	3
4	39,711	49,806	51,222	55,207	56,269	59,869	4
5	41,261	51,797	53,303	57,420	58,525	62,271	5
6	42,943	53,877	55,428	59,722	60,873	64,768	6
7	42,943	56,002	57,641	62,111	63,308	67,359	7
8	42,943	58,261	59,942	64,591	65,875	70,091	8
9	42,943	60,608	62,333	67,160	68,487	72,869	9
10	42,943	62,997	64,813	69,859	71,231	75,791	10
11	42,943	65,521	67,424	72,649	74,065	78,805	11
12	42,943	68,178	70,126	75,571	77,031	81,961	12
13	42,943	70,877	72,914	78,580	80,130	85,259	13
14	42,943	73,712	75,836	81,725	83,317	88,649	14
15	42,943	76,677	78,890	85,113	86,796	92,343	15
16	42,943	76,865	79,079	85,414	87,096	92,644	16
17	42,943	77,054	79,267	85,602	87,284	92,832	17
18	42,943	77,054	79,267	85,602	87,284	92,832	18
19	42,943	77,906	80,119	86,453	88,137	93,684	19
20	42,943	78,756	80,969	87,305	88,988	94,535	20
21	42,943	78,756	80,969	87,305	88,988	94,535	21
22	42,943	78,756	80,969	87,305	88,988	94,535	22
23	42,943	80,062	82,276	88,611	90,295	95,842	23
24	42,943	81,370	83,584	89,918	91,601	97,149	24
25	42,943	81,370	83,584	89,918	91,601	97,149	25
26	42,943	81,370	83,584	89,918	91,601	97,149	26
27	42,943	83,176	85,390	91,726	93,409	98,956	27
28	42,943	84,983	87,196	93,532	95,214	100,762	28
29	42,943	84,983	87,196	93,532	95,214	100,762	29
30	42,943	86,873	89,086	95,423	97,106	102,653	30
31	42,943	88,764	90,977	97,312	98,994	104,542	31

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

<b>Teacher Salary Schedule Effective 2021-2022 School Year</b> <b>(increase of 3.0% from 2020-2021 school year- standard rounding rules apply)</b>							
YRS	Pre-License Bachelor's Degree	Bachelor's Degree	150 Hours and Bachelor's Degree	Master's Degree	Master's Degree + 30 Semester Hours	PHD	YRS
0	36,344	45,600	46,921	50,570	51,527	54,825	0
1	36,344	45,600	46,921	51,574	52,576	55,941	1
2	37,803	47,424	48,792	52,576	53,625	57,057	2
3	39,306	49,339	50,752	54,674	55,769	59,337	3
4	40,903	51,301	52,759	56,864	57,958	61,666	4
5	42,499	53,351	54,903	59,143	60,281	64,140	5
6	44,232	55,494	57,091	61,514	62,700	66,712	6
7	44,232	57,683	59,371	63,975	65,208	69,380	7
8	44,232	60,009	61,741	66,529	67,852	72,194	8
9	44,232	62,427	64,203	69,175	70,542	75,056	9
10	44,232	64,888	66,758	71,955	73,368	78,065	10
11	44,232	67,487	69,447	74,829	76,287	81,170	11
12	44,232	70,224	72,230	77,839	79,342	84,420	12
13	44,232	73,004	75,102	80,938	82,534	87,817	13
14	44,232	75,924	78,112	84,177	85,817	91,309	14
15	44,232	78,978	81,257	87,667	89,400	95,114	15
16	44,232	79,171	81,452	87,977	89,709	95,424	16
17	44,232	79,366	81,646	88,171	89,903	95,617	17
18	44,232	79,366	81,646	88,171	89,903	95,617	18
19	44,232	80,244	82,523	89,047	90,782	96,495	19
20	44,232	81,119	83,399	89,925	91,658	97,372	20
21	44,232	81,119	83,399	89,925	91,658	97,372	21
22	44,232	81,119	83,399	89,925	91,658	97,372	22
23	44,232	82,464	84,745	91,270	93,004	98,718	23
24	44,232	83,812	86,092	92,616	94,350	100,064	24
25	44,232	83,812	86,092	92,616	94,350	100,064	25
26	44,232	83,812	86,092	92,616	94,350	100,064	26
27	44,232	85,672	87,952	94,478	96,212	101,925	27
28	44,232	87,533	89,812	96,338	98,071	103,785	28
29	44,232	87,533	89,812	96,338	98,071	103,785	29
30	44,232	89,480	91,759	98,286	100,020	105,733	30
31	44,232	91,427	93,707	100,232	101,964	107,679	31

### Article 903 Supplemental Hourly Rate

Except as provided elsewhere in this Agreement for specific supplemental services, effective the first teacher work day of the **2019-2020** school year, the rate of pay for Board authorized supplemental services provided by members of the bargaining unit shall be **\$33.63** per hour. Effective the first teacher work day of the **2020-2021** school year, the rate of pay for Board authorized supplemental services provided by members of the bargaining unit shall be **\$34.64** per hour. Effective the first teacher work day of the **2021-2022** school year, the rate of pay for Board authorized supplemental services provided by members of the bargaining unit shall be **\$35.68** per hour.

### Article 904 Full-Time Hourly Professional Employees

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

<b>Effective July 1, 2019</b>	
Years of Experience	
0, 1, 2	36.71
3	37.39
4, 5	38.08
6	38.77
7	39.48

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Effective July 1, 2020	
Years of Experience	
0, 1, 2	37.82
3	38.52
4, 5	39.23
6	39.94
7	40.67

Effective July 1, 2021	
Years of Experience	
0, 1, 2	38.96
3	39.68
4, 5	40.41
6	41.14
7	41.89

**Article 905 Pay for Extra Duties**

**BEGINNING WITH THE 2020-21 SCHOOL YEAR, ADD THE FOLLOWING POSITIONS TO ASSIGNMENT GROUP B IN SECTION 905.01:**

	STEP 1	STEP 2
<b>DEPARTMENT CHAIRS (H.S.) (ENGLISH, MATH, SCIENCE, SOCIAL STUDIES, UNIFIED ARTS, SPEC. ED. AND ESL) (30 hours)</b>	<b>16.00%</b>	<b>20.00%</b>
<b>DEPARTMENT CHAIRS (M.S.) (ENGLISH, MATH) (30 hours)</b>	<b>16.00%</b>	<b>20.00%</b>
<b>ELEMENTARY SCHOOL Department LEADERS (LITERACY OR MATH) (30 hours)</b>	<b>16.00%</b>	<b>20.00%</b>

**DEPARTMENT CHAIR/LEADER POSITIONS SHALL BE REFLECTIVE OF ELEMENTARY, MIDDLE AND HIGH SCHOOL GRADE BANDS REGARDLESS OF THE BUILDING GRADE BAND COMPOSITION.**

**905.04 (J)** There shall be ~~six (6)~~ department chairperson/LEADER positions ~~designated at each regular high school and the Alternative High School except that the position of department chairperson shall not be required where there are less than five (5) full-time equivalent teachers in a given department~~ AS DESCRIBED IN 905.01. Department chairpersons/LEADERS must attend monthly off-site department meetings.

**Article 906 School Psychologist AND HIGH SCHOOL COUNSELORS**

**906.01 SCHOOL PSYCHOLOGISTS** The work year for school psychologists shall be the regular school year, and the regular contract salary shall be the amount indicated by the individual psychologist's placement on the teacher salary schedule. In addition, each school psychologist shall be offered a supplemental contract for four (4) weeks of extended services—two (2) weeks immediately prior to and two (2) weeks immediately following the regular school year. The pay for such four (4) weeks shall be an amount equal to fifteen (15) percent of the 14-years experience step of the master's degree salary, prorated on a daily basis at the time such extended service is provided. ~~The pay for service provided immediately prior to the school year shall be with the first plan A pay date during the school year, and the pay date for service provided immediately following the school year shall be with the first summer school pay date upon approval by the principal/supervisor that the psychologist has done that number of full day(s) of extended service work. An extended work year, in addition to such four (4) weeks, is not prohibited on a voluntary basis.~~

**906.02 HIGH SCHOOL COUNSELORS**

**THE WORK YEAR FOR HIGH SCHOOL COUNSELORS SHALL BE THE REGULAR SCHOOL YEAR, AND THE REGULAR CONTRACT SALARY SHALL BE THE AMOUNT INDICATED BY THE INDIVIDUAL SCHOOL COUNSELOR PLACEMENT ON THE TEACHER SALARY SCHEDULE. IN ADDITION, EACH SCHOOL COUNSELOR SHALL BE OFFERED A SUPPLEMENTAL CONTRACT FOR FOUR (4) WEEKS OF EXTENDED SERVICE – TWO (2) WEEKS IMMEDIATELY PRIOR TO AND TWO (2) WEEKS IMMEDIATELY FOLLOWING THE REGULAR SCHOOL YEAR. THE PAY FOR SUCH FOUR (4) WEEKS SHALL BE AN AMOUNT EQUAL TO FIFTEEN (15) PERCENT OF THE 14-YEARS EXPERIENCE STEP OF THE MASTER'S DEGREE SALARY, PRORATED ON A DAILY BASIS AT THE TIME SUCH EXTENDED SERVICE IS PROVIDED.**

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## Chapter 1000

### Article 1010 Hourly Rate

Tutors shall be paid in accordance with the following rates:

<b>Effective the first teacher work day of the 2019-2020 school year</b>	
Years of Experience	
0, 1, 2	33.63
3, 4 or 5	34.79
6, 7, or 8	36.01
9 or more	37.20

<b>Effective the first teacher work day of the 2020-2021 school year</b>	
Years of Experience	
0, 1, 2	34.64
3, 4 or 5	35.84
6, 7, or 8	37.09
9 or more	38.32

<b>Effective the first teacher work day of the 2021-2022 school year</b>	
Years of Experience	
0, 1, 2	35.68
3, 4 or 5	36.91
6, 7, or 8	38.20
9 or more	39.47

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

## Chapter 1100

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

<u>Effective Date</u>	<u>Rate</u>
First teacher work day 2019-2020 school year	\$ 33.63
First teacher work day 2020-2021 school year	\$ 34.64
First teacher work day 2021-2022 school year	\$ 35.68

## Chapter 1200 - No Changes

## Chapter 1300 - No Changes

## Chapter 1400

**1401** 2019-2020 School Calendar Grid

**1402** 2019-2020 School Calendar List

**1403** 2019-2020 Payroll Schedule

**1404** 2020-2021 School Calendar Grid

**1405** 2020-2021 School Calendar List

**1406** 2020-2021 Payroll Schedule

**1407** 2021-2022 School Calendar Grid

**1408** 2021-2022 School Calendar List

**1409** 2021-2022 Payroll Schedule

- **2020-2021 AND 2021-2022 SCHOOL CALENDAR TO BE VOTED ON BY CEA MEMBERSHIP AND PRESENTED THE CCS ADMINISTRATION BEFORE BEING SENT TO THE CCS BOE FOR FINAL APPROVAL.**

## Chapter 1500 - No Changes

Conceptual Agreement Presented to CEA Membership  
August 25, 2019

Chapter 1600

Article 1603 Duration of Agreement

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

Other

- AMEND ALL INSTANCES OF PERSONAL PRONOUNS TO “THE BARGAINING UNIT MEMBER” WHERE SINGULAR.

Memorandums A-C

Memorandum of Understanding “A”

MEMORANDUM OF UNDERSTANDING

WITH RESPECT TO THE SUPREME COURT’S RULING IN JANUS V. AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, COUNCIL 31, NO. 16-1466, 585 U.S. \_\_\_ (2018), THE COLUMBUS EDUCATION ASSOCIATION AND COLUMBUS CITY SCHOOLS HAVE THE FOLLOWING UNDERSTANDING:

1. BECAUSE OF THE JANUS DECISION, THE PARTIES AGREE TO REMOVE THE REFERENCE TO THE SERVICE FEES IN SECTION 109.03 (I)(3), THE REFERENCE TO AGENCY FEES IN SECTION 109.03(I)(4) AND ARTICLE 112 IN ITS ENTIRETY AND TO DELETE REFERENCES TO ARTICLE 112 AND ANY SECTIONS THEREIN FROM ANY AND ALL OTHER PROVISIONS OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO ARTICLE 1015, ARTICLE 1111, SECTION 1201(D) AND SECTION 1300.03 FROM THE AGREEMENT BETWEEN PARTIES.
2. THE PARTIES AGREE THAT IF JANUS IS SUBSEQUENTLY OVERRULED BY THE SUPREME COURT, AND THE RIGHT OF THE ASSOCIATION TO COLLECT AGENCY FEES FROM NON-MEMBERS BECOMES LEGALLY PERMISSIBLE, THE ABOVE IDENTIFIED PROVISIONS SHALL GO INTO FULL FORCE AND EFFECT IN THE BEGINNING OF THE SCHOOL YEAR IMMEDIATELY FOLLOWING SAID DECISION CONSISTENT WITH THAT DECISION.

COLUMBUS EDUCATION ASSOCIATION

\_\_\_\_\_  
DATE

COLUMBUS CITY SCHOOL DISTRICT BOARD OF EDUCATION

\_\_\_\_\_  
DATE

Memorandum of Understanding “B”

MEMORANDUM OF UNDERSTANDING

THE COLUMBUS EDUCATION ASSOCIATION (“CEA”) AND THE COLUMBUS CITY SCHOOL DISTRICT BOARD OF EDUCATION (“BOARD OF EDUCATION”) AGREE AS FOLLOWS:

1. THE PARTIES AGREE THAT FOR THE 2020-2021 AND 2021-2022 SCHOOL YEARS ONLY, THE BOARD OF EDUCATION SHALL EMPLOY A MINIMUM OF FIFTEEN (15) FULL-TIME BARGAINING UNIT MEMBERS AS SOCIAL EMOTIONAL LEARNING PRACTITIONERS. THE ROLE OF THESE BARGAINING UNIT MEMBERS WILL BE TO TRAIN AND COACH STAFF AND COLLECT DATA REGARDING SOCIAL EMOTIONAL LEARNING, INCLUDING BUT NOT LIMITED TO, HOW TO USE DISCIPLINE TO CHANGE STUDENT BEHAVIOR AS OPPOSED TO PUNISHING AND EXCLUDING STUDENTS FROM LEARNING.
2. THE PARTIES AGREE THAT FOR THE 2020-2021 AND 2021-2022 SCHOOL YEARS ONLY, ALL BUILDINGS CONTAINING STUDENTS IN ANY COMBINATION OF GRADES SEVEN (7) THROUGH TWELVE (12) SHALL HAVE A FULL-TIME CCS EMPLOYEE ASSIGNED FOR THE SOLE PURPOSE OF PROVIDING IN-SCHOOL SUSPENSION AS A BEHAVIORAL INTERVENTION.
3. THE PARTIES AGREE THAT THE POSITIONS WILL BE POSTED INTERNALLY AND EXTERNALLY PRIOR TO ROUND ONE OF THE 211 PROCESS AND REMAIN POSTED UNTIL ALL POSITIONS IDENTIFIED IN PARAGRAPH 1 ABOVE ARE FILLED. ANY VACANCIES CREATED AFTER THE INITIAL HIRING WILL BE SUBJECT TO THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE PARTIES.
4. THIS MEMORANDUM OF UNDERSTANDING EXPIRES AT THE END OF THE BARGAINING AGREEMENT BETWEEN THE PARTIES. THE PARTIES AGREE THAT THE CONTENTS OF THIS MEMORANDUM SHALL BE A TOPIC OF DISCUSSION DURING NEGOTIATIONS FOR A SUCCESSOR AGREEMENT.

COLUMBUS EDUCATION ASSOCIATION

\_\_\_\_\_  
DATE

COLUMBUS CITY SCHOOL DISTRICT BOARD OF EDUCATION

\_\_\_\_\_  
DATE

Conceptual Agreement Presented to CEA Membership  
August 25, 2019

**Memorandum of Understanding "C"**

**MEMORANDUM OF UNDERSTANDING**

**THE COLUMBUS EDUCATION ASSOCIATION ("CEA") AND THE COLUMBUS CITY SCHOOL DISTRICT BOARD OF EDUCATION ("BOARD OF EDUCATION") AGREE AS FOLLOWS:**

**1. THE PARTIES AGREE THAT THE BOARD SHALL ALLOCATE FUNDS FOR AND POST THE ADDITIONAL FTE BARGAINING UNIT POSITIONS DURING FISCAL YEAR 2020:**

**A. SCHOOL NURSES – TWO (2)**

**B. ESL – TEACHERS – TEN (10)**

**C. EARLY CHILDHOOD EDUCATION TEACHERS – FOUR (4); ONE OF WHICH SHALL HOLD ANY OF THE FOLLOWING:  
EARLY CHILDHOOD INTERVENTION SPECIALIST (PREK-3)  
INTERVENTION SPECIALIST VISUAL IMPAIRMENT (PREK-12)  
INTERVENTION SPECIALIST HEARING IMPAIRMENT (PREK-12)  
PRE-KINDERGARTEN SPECIAL NEEDS ENDORSEMENT**

**2. THE PARTIES AGREE THAT THE BOARD SHALL ALLOCATE FUNDS FOR AND POST THE FOLLOWING FTE BARGAINING UNIT POSITIONS DURING FISCAL YEAR 2021:**

**A. SCHOOL NURSES – TEN (10)**

**B. SOCIAL WORKERS – FIFTEEN (15)**

**C. EARLY CHILDHOOD EDUCATION TEACHERS – FOUR (4)**

**3. THIS MEMORANDUM OF AGREEMENT EXPIRES AT THE END OF THE BARGAINING AGREEMENT BETWEEN THE PARTIES.**

**COLUMBUS EDUCATION ASSOCIATION**

\_\_\_\_\_

\_\_\_\_\_ DATE \_\_\_\_\_

**COLUMBUS CITY SCHOOL DISTRICT BOARD OF EDUCATION**

\_\_\_\_\_

\_\_\_\_\_ DATE \_\_\_\_\_