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AGREEMENT

BETWEEN

THE

COLUMBUS BOARD OF EDUCATION

AND THE

COLUMBUS EDUCATION ASSOCIATION

SEPTEMBER 1, 1976

to

AUGUST 31, 1979

This Agreement entered into at Columbus, Ohio, this day of March 23, 1976, 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").

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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, provided however, that the Association may charge a reasonable fee for any services, other than representation in collective bargaining negotiations, rendered as a result of the request of non-members. Such fee charged any individual non-member during the life of the current Agreement may not exceed an amount equal to that of Association dues.

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 or other Board policy, regulation or procedure conflicts with an express provision of this Agreement, the provision of the 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 continue to use supplies of forms presently in stock. The Association may advise the Assistant Superintendent, Business Affairs, 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. Such visits shall be made only upon prior notification to the school

principal, and a statement to the principal of the purpose for the visit. In no event shall such visits interfere with or interrupt normal school operations.

109.02 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. Such information 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 or Form B 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 Clerk-Treasurer. Such deductions 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 Clerk-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 20 each year. Authorization shall be on a continuing basis from year-to-year unless a request for withdrawal is submitted in writing to the Clerk-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 Clerk-Treasurer against liability for all deductions made in accordance with these provisions.
- E. The Association will compensate the Board in the amount of four cents (\$.04) per member per pay period for the payroll deduction service.
- 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.

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. The bulletin board space shall be identified with the name of the Association and Association Building Representative 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 material 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.

109.07 The President of the Association shall only be required to teach a class load equivalent to one-half ($\frac{1}{2}$) of the normal daily teaching assignment. The Association shall reimburse the Board for one-half ($\frac{1}{2}$) of the President's annual gross compensation, including the Board's contribution on his/her

behalf to any fringe benefits (including contributions to the State Teachers' Retirement System).

If it is necessary for the President to devote his/her efforts to his/her Association duties on a full-time basis, he/she shall, upon request of the Association, be granted a leave of absence, without pay, from his/her teaching duties. Such leave shall be granted for one (1) school year, but will be renewed upon request of the Association on a year-to-year basis, as required. The President shall be given full credit on the salary scale for the period of leave.

Upon request of the Association, one additional designee of the Association shall only be required to teach a class load equivalent to one-half (1/2) of the normal daily teaching assignment. The Association shall reimburse the Board for one-half (1/2) of the designee's annual gross compensation, including the Board's contribution on his/her behalf to any fringe benefits (including contributions to the State Teachers' Retirement System).

Such requests shall be made in June of each year. Such designee shall not be changed during the school year without thirty (30) days prior notification to the Board and shall not be changed during the school year except as a result of a change in elected officers of the Association.

109.08 The Association Building Representatives may request the principal's permission to use individual school office equipment and audio-visual equipment when such equipment is not otherwise in use.

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 after 3:30 p.m. for educational programs and announcements.

109.10 The members of the Association's Board of Governors and the Association's Building Representatives shall be permitted to work on Association business in their assigned school building 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 building 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 building 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 Prior to September 10, 1976 Board representatives will advise the Association President of the payroll deductions procedures which will be followed by the Board for authorized political contributions of teachers making such contributions. Such procedures will include furnishing the names and addresses to the appropriate organization of teachers making such contributions, and such procedures will be developed in consultation with the Association.

Article 110 GRIEVANCE PROCEDURE

110.01 During the course of this Agreement, problems may arise concerning the interpretation or application of the poli-

cies, rules, and procedures of the Board or the provisions of this Agreement. When such problems arise, an attempt should be made to settle them informally by the principal and teacher or teachers involved. A problem which cannot be resolved informally will be processed as a grievance.

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 mail box.
- 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 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 request 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 forms.

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 satisfactorily resolved at Step 2 of the Grievance Procedure, above, the Association may make a written request for 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 established policy or the terms of this Agreement have been misinterpreted or inequitably applied, and the arbitrator shall have no power or authority to make any decision which modifies, alters, or amends any existing policy or the 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;
- C. Where the issue before the arbitrator involves interpretation of existing school policy.

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 or of any existing school policies. 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, shall be borne equally by the Board and the Association. 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.

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.

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 typewritten 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 secondary schools shall be elected by the teachers in the 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.

Article 204 LENGTH OF SCHOOL DAY

- 204.01 Elementary school teachers shall normally be on duty thirty (30) minutes before classes begin and secondary 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 secondary schools shall normally be seven (7) hours per day, including one (1) class period for lunch. Secondary 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.
- 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 secondary 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 The lunch schedule for each elementary school shall be developed by agreement between the principal and the Adivsory Council of the school involved. In the event that no such agreement is reached the final determination shall rest with the principal bearing in mind the preferences of the teachers as shown through a written ballot, the results of which shall be posted on the school's bulletin board. The choice of schedules shall be as follows:

Plan I

AM 8:45 - 11:45

PM 1:00 - 3:30

Plan II

AM 8:45 - 11:45

PM 12:30 - 3:00

Plan III

AM 8:45 - 11:45

PM 12:45 - 3:15

Plan IV

AM 9:00 - 11:45

PM 12:30 - 3:15

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.

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) 45 minute staff meetings per month and/or extend one (1) required staff meeting per month a maximum of 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 shall 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.

Article 206 TEACHING ENVIRONMENT AND NEW BUILDINGS

206.01 Teachers shall work under safe and healthful conditions.

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

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

206.04 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 hot 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.

- 206.05 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.
- 206.06 Not less than one room appropriately furnished and vented shall be reserved for use as a faculty lounge in which smoking will be permitted.
- 206.07 Where an extension telephone for the use of the professional staff is not presently available in a school building, one shall be installed upon request of the Association Building Council. The location of the extension telephone shall be determined by the principal. Such telephones may not be locked during the normal school day, nor teachers otherwise unreasonably inconvenienced in their use.
- 206.08 The Board recognizes that clerical responsibilities detract from the effectiveness of the classroom teachers; therefore a continued effort shall be made, with this Agreement, to avoid substantive increases in such clerical work. However, the parties recognize that, in the event reductions in school personnel are necessary, such reductions may adversely impact the Board's effort.
- 206.09 The following shall be provided in each school built or substantively remodeled as a result of the passage of the November, 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.
- 206.10 Teachers shall be actively involved in the planning of any new buildings.
- 206.11 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.
- 206.12 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 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. 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 the disciplinary procedures.

208.07 Teachers shall be given released time as required for appearances at administrative hearings and court proceedings arising out of their professional activities.

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 907.01 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 absent for a full school day, or for a longer period, and such absence or expected absence has been reported to the substitute teacher service before 7:30 a.m. of that day, no other member shall be required to take over the absent member's assignment, or a portion thereof. In an emergency when no substitute is available, the assignment shall in elementary schools be divided, and in secondary schools rotated among the teaching staff at the school involved.

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 As the Board determines that funds are available, 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. The parties agree that the passage of an additional local operating levy during the term of this Agreement will result in full educational aide staffing levels as provided in this paragraph.

- 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 periods shall not be asked to assume extra duties during their lunch period.

Article 210 TEACHER-PARENT CONFERENCES

- 210.01 Each elementary teacher shall attempt to conduct a minimum of one (1) personal conference per school year with each of his/her pupil's parents.
- 210.02 If a secondary school pupil has been given a failing grade in a teacher's subject area during any six-week period and/or the pupil has been designated as a disciplinary problem by a teacher, the teacher involved shall attempt to conduct at least one (1) personal conference with the pupil's parents during the current or following grading period. In addition, all secondary 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.
- 210.03 Such conferences with parents shall be conducted during the school day, at school, or in the home.
- 210.04 A report of each conference held pursuant to the requirements of Section 210.02 will be made by the teacher to the principal on a form to be developed by and mutually agreed upon between the Board and the Association.

Article 211 ASSIGNMENTS AND TRANSFERS

211.01 Vacancies

- A. Not later than May 1 of each year the Assistant Superintendent, Personnel, 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 Assistant Superintendent, Personnel, or their school principals. Such applications must be made not later than May 10. In addition, by May 10, 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 (20) teachers who have submitted general transfer requests with the following stipulations:

- (1) There are a minimum of twenty (20) eligible applicants for May 1 posted vacancies and there are a minimum of twenty (20) 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 10 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 thru 6, junior, or senior 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 the teachers to be transferred from among the eligible teachers applying for such a transfer shall be vested in the Administration.
- E. Teachers will be notified promptly by the Assistant Superintendent, Personnel, 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 1 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. 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.

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 Assistant Superintendent, Personnel, or his/her designated representative from the Division of Teacher Personnel, 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 above conference, teachers shall be given three (3) days notice if the transfer is to be carried out.
- 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 secondary schools teaching area to be reduced.
 - (2) Grade level categories in an elementary school shall be Kindergarten and Grades 1 thru 6. 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 secondary 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 secondary 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 sec-

ondary 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 secondary 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 secondary 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.

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.

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 March 23, 1976 shall be maintained at least through the 1976-77 school year.
- 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 Principals' Advisory Council may study and make recommendations to the principal in each secondary school concerning the number of pupil stations in non-academic classrooms.

Article 302 TEACHER CLASS LOAD

- 302.01 The class load for secondary 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 or two fifteen (15) minute recesses per day. The results of such ballot shall be posted on the school's bulletin board. In event of a tie, the issue shall be decided by the principal.
- 302.05 The parties recognize that a large number of preparations for secondary teachers in the academic areas may detract from their teaching effectiveness. Therefore, secondary 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 administrator's effort in this regard.
- 302.06 A joint committee shall be formed to consider and make recommendations related to secondary school schedules and secondary teacher preparations. Such recommendations shall be made to the Superintendent and to the President of the Association.

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

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

Article 305 MODIFIED CLASSES

- 305.01 During the term of this Agreement, every attempt will be made to reduce the class size for modified classes below

the average class size for comparable regular classes within the Columbus Public School District.

305.02 Modified classes shall be defined as those classes homogeneously or otherwise grouped so as to be composed of students predominantly below average in ability, but above the ability levels of EMR classes.

Article 306 SPECIAL EDUCATION

The Board shall actively take those steps which are necessary to secure additional units in special education from the State of Ohio as funds are available and space will allow.

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 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 administration 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 annually 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 either (1) to non-renew limited contracts or to suspend limited contracts and/or continuing contracts, in accordance with Article 704 entitled "Reductions in Personnel," or (2) to terminate a limited contract or continuing contract, in accordance with the Ohio Revised Code.

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. (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 records, 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 Teachers shall be guaranteed the right to examine and review their personnel file. Prior arrangements for such examination shall be made with the Division of Teacher Personnel.

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 tenure teacher shall not be subject to the Grievance Procedure set forth in this Agreement. Tenure 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 re-employ a non-tenure 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 re-employment 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 Division of Administration. 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.

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.

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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 (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 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.

Article 504 DEVELOPMENTAL LEARNING CENTERS

During the term of this Agreement the Administration and Board shall continue with their adopted plans to establish Developmental Learning Centers. The Board and Administration shall continue to give consideration to the recommendations of the Joint Committee on Developmental Learning Centers in regard to the establishment of schools and school programs that undertake major changes which may include, but not be limited to, non-graded curriculum, modular scheduling, independent study, instructional materials centers, programmed instruction, changes in courses offered, and team teaching.

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 comprised 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 A joint committee shall be formed to investigate cable TV potential for the Columbus Public Schools. Any recommendations by the Committee shall be made to the Superintendent and to the President of the Association.
- 505.03 The present Test Selection Committee will be continued. However, the Association will have the right to appoint five (5) representatives to the Committee.
- 505.04 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 to provide textbooks and other teaching materials 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 CURRICULUM COUNCIL

507.01 Organization

A. Purpose

A Curriculum Council shall be established and shall hold its first meeting no later than October 15, 1973. The purpose of the Curriculum Council shall be to strengthen the educational program through recommendations made to the Division of Instruction and to the Association. These recommendations shall be designed to meet the needs of the students, the schools, and the community.

B. Scope

The Council may consider and advise the Division of Instruction on matters directly related to the curriculum of the Columbus Public Schools. Such matters may include, but are not limited to, curricular offerings, teaching materials and supplies, teaching techniques, instructional organizational patterns, experimentation, extracurricular programs, inservice training and staff development, pupil testing and evaluation, and the philosophy and educational goals of the Columbus Public Schools.

Neither this provision nor any section of this provision shall place any limitations, either directly or by implication, on the Division of Instruction related to its continuing right and responsibility to function in accordance with administrative policy.

C. Members and Term of Office

The Council shall consist of five (5) representatives appointed by the Superintendent and five (5) representatives appointed by the Association.

Members of Council shall serve for a period of two (2) years and shall be eligible for appointment for a succeeding two (2) year term. The Superintendent and the Association shall consider the continuity, growth, and development of Council's program when making selections.

D. Exofficio Members

The Assistant Superintendent, Division of Instruction, the Executive Director of Elementary Education, and the Executive Director of Secondary Education shall be non-voting exofficio members of the Council. At least one exofficio member shall attend each regularly scheduled meeting of the Council.

E. Subcommittees

The Council shall be authorized to establish subcommittees for specific projects to allow those who would be affected by Council recommendations to be involved.

F. Individual Initiative for Suggestions

Council shall encourage individual teachers, departments, grade levels, Association committees, administrators, Board members, students, parents, or other interested parties to initiate ideas and suggestions for Council's consideration.

G. Consultants

Nothing in this Article shall be interpreted as preventing the Council from consulting such additional teachers, administrators, professional advisers, students, parents, or other persons whom the Council shall determine desirable and appropriate for its purposes. In the event professional consultants are utilized, payments for such services shall be made from the Council budget.

H. Rules of Procedure

The Council shall establish its own rules of procedures and shall provide for rotating the office of chairperson. The chairperson shall be responsible for the conduct of meetings.

I. Voting

The times, places, agenda and all other procedural or substantive decisions or recommendations of this

Council shall be made by vote of the members. Each voting member of Council shall have one vote. Upon the request of any voting member, the vote shall not be final until all members have voted provided this delay does not extend beyond the next regularly scheduled meeting. The Council shall establish procedures for absentee voting.

J. Meetings

The Council shall meet at least nine (9) times per school year. As directed by the Council, meetings may be scheduled on days which are not scheduled work days for Council members or at times beyond the regularly scheduled work day. In such an event, Council members shall be paid for such time at the summer school hourly rate established in this Agreement. Such expenditures shall be charged to the Council budget.

K. Information

The Council and its subcommittees shall be provided the same access to available School District information as is provided to the Association.

507.02 Reports

A. Method of Reporting

The Council will submit copies of its written reports signed by the Council Chairperson to the Assistant Superintendent, Division of Instruction, and to the President of the Columbus Education Association. Council shall reserve the right for its members to accompany a recommendation for the purpose of providing clarification and information.

B. Reporting Process

Council shall submit all advice and recommendations initially to the Division of Instruction. The Division of Instruction shall respond to the written report of the Council within the time limits established by Council in cooperation with the Division of Instruction. Council shall retain the right to forward policy recommendations directly to the Board of Education.

C. Minority Reports

Reports of the Council or any subcommittee established by the Council may include minority as well as majority views. Written reports of the Council should clearly indicate when minority recommendations are part of the Council report.

507.03 Budget

As of January 1, of each calendar year, the Board shall allocate eight thousand dollars (\$8,000) to the Council for the purpose of assisting the Council in those matters provided in this provision. Expenditure of such funds by the Board shall be at the direction of the Council. Only lawful expenditures will be authorized.

507.04 Teacher Participation

A. Pay

Members of the Council or any subcommittee organized by it who serve beyond their regularly scheduled hours shall be paid at the summer school hourly rate established in this Agreement, where such service is directed by the Council. Such expenditure shall be charged to the Council budget.

B. Assigned Time

In addition to whatever other assigned time they may be entitled under the terms of this Agreement, members of the Council or any of its subcommittee may be given released time for the purpose of working on any of the projects defined above, as directed by the Council. Where substitutes are required, the cost of such substitutes shall be charged to the Council budget.

507.05 Clerical Assistance

Clerical and secretarial assistance shall be provided for the Council by the Board, at the direction of the Council, with the cost of such service charged to the Council budget.

Article 508 COMMITTEE PROCEDURES

- 508.01** Committees formed or continued as a result of this Agreement shall function in a democratic fashion, with chairpersons elected by the committee members.
- 508.02** 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.
- 508.03** 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.
- 508.04** 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 508.01, 508.02, and 508.03.

CHAPTER 600

Article 601 EDUCATIONAL AIDES

601.01 The employment and use of educational aides shall also be in accordance with Section 3319.0888 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 A joint committee shall be formed to consider and make recommendations related to the role and function of the guidance counselor and the selection of guidance counselors. Such recommendations shall be made to the Superintendent and to the President of the Association.

Article 604 PUPIL ENVIRONMENT

The Association and the Board of Education recognize the prime importance of the health and safety of the pupils of Columbus Public Schools and affirm a commitment to meet state standards in this regard. To the extent possible, school buildings shall be kept clean and free from health hazards and classrooms shall be appropriate to the age levels and particular needs of the pupils being served.

Article 605 TEACHERS OF THE EMOTIONALLY DISTURBED CHILDREN

605.01 Teachers at Clearbrook School will continue to be assigned the services of school aides at present assignment levels through the 1976-77 school year, after which continuance shall be subject to available funds.

605.02 The Principal's Advisory Council at Clearbrook School shall develop and recommend to the principal a training program to provide aides with training in the handling of emotionally disturbed children.

Article 606 SCHOOL NURSES

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

606.02 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 607 SCHOOL NURSE ORIENTATION AND IN-SERVICE

607.01 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.

607.02 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.

CHAPTER 700

Article 701 SICK LEAVE

701.01 General Rules Pertaining to Sick Leave:

- A. Unused sick leave shall be cumulative to a maximum of two hundred twenty-five (225) days. For contract teachers, sick leave shall accumulate at a rate of fifteen (15) days per year. All such teachers may receive credit for one (1) day of sick leave for each of the thirteen (13) pay periods in each year. In addition, all such teachers shall receive credit for two (2) days of such leave after the end of the thirteenth (13th) pay period in each year. The effective date for granting and 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 as provided in Item 1, above. If any of said five (5) days of sick leave are used, it shall be deducted from the total sick leave which he/she may accumulate during the first year of service as provided in Section 701.01-A, above.
- C. Sick leave for regular teachers employed on other than a full-time basis shall be credited and deducted at the proportionate rate set forth in their contract of employment.
- D. It shall be the responsibility of each teacher to transfer any unused sick leave from a previous employer to the office of the Clerk-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 shall be reinstated in full.

701.02 Sick leave with pay may be used only for the following purposes:

- A. For absence of the teacher due to illness (illness includes pregnancy related disability), injury or exposure to contagious disease which could be communicated to other employees or school children.
- B. For absence of the teacher due to illness of someone in the teacher's immediate family provided the relative resides in the home of said teacher, or lives alone outside the home of said teacher. 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 Assistant Superintendent, Personnel, 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 of a teacher shall not exceed five (5) consecutive school days.

701.03 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.

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. A teacher who is absent on Friday or the day before the start of a vacation period shall notify his/her principal or school clerk not later than 7:00 p.m. of the day before he/she wishes to return.

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 Clerk-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 Leave

- A. When a teacher shall become pregnant she shall notify the Assistant Superintendent, Teacher Personnel, at least sixty (60) days prior to her expected date of delivery or thirty (30) days prior to the expected date of commencement of her disability absence, leave, or resignation, whichever date shall come first. Such notification shall be on a form furnished by the Board. The teacher shall select one of the options provided below in this provision and shall have her doctor complete the appropriate section which will indicate the expected beginning date of disability and the approximate date of delivery. The expected beginning date of disability may be subsequently revised by submitting a written statement from her doctor to the Assistant Superintendent, Teacher Personnel.
- B. For the purpose of this provision, disability shall be the period during which the teacher is not physically or emotionally capable of performing all the duties and functions of her position. The beginning date of disability and the termination of disability shall be established by written statement of the teacher's doctor.
- C. A request by a teacher to resume her teaching duties shall be accompanied by a statement from her doctor certifying that she is both physically and emotionally ready to resume her duties. Verification of continuing disability after delivery may be required by the Assistant Superintendent, Teacher Personnel upon reasonable written notice to the teacher.
- D. In each case in this provision where a doctor's statement is required, such statement shall be subject to the approval of the School Physician if requested by the Assistant Superintendent, Teacher Personnel.
- E. Option 1. Disability Absence
 - (1) Continuous absence of the teacher shall commence with the first day of disability and shall continue until the date of termination of such disability.
 - (2) No later than thirty (30) days after delivery the teacher shall submit to the Assistant Superintendent, Teacher Personnel, a written statement from her doctor establishing the expected date of termi-

nation of her disability or, in the event the date of termination of disability cannot be established within thirty (30) days after delivery, a statement from the doctor that shall so indicate, and a subsequent statement from her doctor, submitted at the earliest practicable date, shall establish the expected date of termination of disability.

- (3) Teachers returning to duty shall comply with the provisions of Sections 701.04 and 701.06. In addition teachers are strongly urged to provide the Assistant Superintendent, Teacher Personnel or their building principal if they are assigned to a school, with as much advance notice as possible of their intention to return to duty.
 - (4) Teachers having requested a disability absence for a period not to exceed eight (8) weeks and who return to duty during such period will be returned to their previous assignment except when such eight (8) week period extends beyond the start of the sixth (6th) grading period. When such eight (8) week period extends beyond the start of the sixth (6th) grading period the teacher may be reassigned in compliance with Section 702.09-B of the current Agreement.
 - (5) In the event a teacher on a disability absence exhausts her accumulated sick leave days, the Assistant Superintendent, Teacher Personnel shall investigate the matter and shall have the authority to recommend to the Board that the teacher be placed on an unrequested leave of absence without pay for the balance of the period of the teacher's disability.
- F. Option 2. Disability Absence Followed by an Unpaid Leave
- (1) Absence without pay shall commence the first day following the termination of disability or the first day following the exhaustion of accumulated sick leave prior to the termination of disability whichever day shall first occur. This leave of absence shall be for the remainder of the school year in which the leave commences and, if requested by the teacher at the time of application, the following school year.
 - (2) As soon after delivery as feasible, and no later than thirty (30) days after delivery, the teacher shall submit to the Assistant Superintendent, Teacher Personnel a written statement from her doctor establishing the expected date of termination of disability or, in the event the date of termination of disability cannot be established within thirty (30) days after delivery, a statement from her doctor, submitted at the earliest practicable date, shall establish the expected date of termination of disability.
 - (3) The teacher shall notify the Assistant Superintendent, Teacher Personnel, in writing of her intention to return to service at least 120 days before she expects to resume 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 shall be deemed an automatic resignation.
- G. Option 3. Unpaid Leave
- A leave of absence without pay may be taken which may commence at any time during pregnancy and must commence no later than the beginning date of disability. After consultation with the teacher to accommodate needs of the school system, the Board may make minor adjustments in the starting date of the leave of no more than five (5) school days prior to or five (5) school days after the requested commencement date of the leave. Such adjustments must be made prior to the com-

mencement of the leave, and the teacher must be so notified. This leave of absence shall be for the remainder of the school year in which the leave commences and, if requested by the teacher at the time of the application, the following school year. The teacher shall notify the Assistant Superintendent, Teacher Personnel, in writing, of her intention to return to service at least 120 days before she expects to resume 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 shall be deemed an automatic resignation.

702.03 Adoption Leave

A teacher who adopts a child will be granted a leave of absence, without pay, for the remainder of the school year in which the leave commences and, if requested by the teacher at the time of application, the following school year. Written application for such leave shall be made to the Superintendent thirty (30) days prior to the date of adoption. The teacher shall inform the Superintendent, in writing of his/her intention to return to service at least 120 days before the teacher expects to resume his/her duties. Failure to comply with this regulation shall be deemed an automatic resignation. In case 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.

702.04 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.

702.05 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

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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.

702.06 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 re-employed 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.

702.07 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.

702.08 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.

702.09 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 702.08 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 Assistant Superintendent, Teacher Personnel, 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 702.08 of this Article shall be returned to a position comparable to that held before the leave; provided, however, that if any organizational problem require it, the teacher may be assigned to any other position for which he/she is qualified.

702.10 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.

702.11 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.

702.12 Religious Leave

A teacher may be absent with pay, on a day identified by a duly constituted religious body as a religious holiday. Requests for such absence shall be made of the Superintendent 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.

702.13 Personal Leave

A. Each teacher shall be entitled to not more than three (3) days of absence, with pay, each school year due to emergency personal reasons, which days shall not be deducted from sick leave. 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 Clerk-Treasurer within ten (10) days following the last day of absence. Such report shall contain a certification by the teacher that his/her absence was not for one of the proscribed below reasons. 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 are examples of incidents which do not constitute valid reasons for the use of emergency personal leave:

- (1) Gainful employment
- (2) Making application for employment elsewhere
- (3) Recreational purposes
- (4) Moving from one home to another
- (5) Purchasing an automobile, major electrical appliance, etc.
- (6) Accompanying a husband or wife on a business trip
- (7) Extension of sick leave
- (8) Attending a fraternal function

B. For purposes of Section 702.13-A a school year is from September 1 to the following August 31. Teachers employed after December 1 in a given school year shall be eligible for only two (2) days of personal leave in that school year and teachers employed after March 1 shall be eligible for only 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) If the teacher has any doubt about the validity of his/her reason, he/she should discuss the reason with the principal, Building Representative, or Association office. If the teacher wishes a definite answer prior to the leave, he/she may request that answer from the Building Representative or the principal who will forward the question to the Association office or Division of Teacher Personnel. Time permitting, the Association and the Division of Teacher Personnel will confer and the Division of Teacher Personnel will make a decision about the validity of the reason.
- (3) Upon returning from the leave, the teacher shall complete the contractually required report.
- (4) If the principal has no reason to question the legitimacy of the use of the leave, then no inquiry should be made of the teacher and no action is required of the principal. If the principal does have reason to question the legitimacy of the use of personal leave in a particular case, he/she should make his/her concern and the reasons for it known to the Division of Teacher Personnel.
- (5) If the Building Representative has reason to ques-

tion the legitimacy of the use of personal leave in a particular case, he/she should make his/her concern and the reasons for it known to the Association office.

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- (6) If either (4) or (5) occur, representatives of the Association and the Division of Teacher Personnel shall confer and consider further investigation of the question.
 - (7) If the Division of Teacher Personnel determines that a question of legitimacy does exist, then the Division shall contact the teacher and inquire further into the matter to secure the reason and other relevant information.
 - (8) If, after such inquiry and after consultation with the Association, the Division of Teacher Personnel does not accept the legitimacy of the leave, the teacher shall have the right to a hearing with a representative of the Division of Teacher Personnel and shall have the right to be accompanied and represented by an Association representative at such a hearing. The teacher shall have the right to question the principal or Building Representative who initiated the inquiry into the legitimacy of the leave.
 - (9) Subsequent to the hearing, the Division of Teacher Personnel shall communicate, in writing, to the teacher, the principal and the Association, its decision as to the legitimacy of the leave and any disciplinary action to be taken.
 - (10) Upon receipt of the above communication, the teacher shall have the right to appeal the decision and the resulting actions to be taken by filing a grievance at Step 2 of the Grievance Procedure within the required time limits.

702.14 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.

702.15 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 Assistant Superintendent, Personnel, and in no event shall more than three (3) teachers be granted such leaves at the same time from any school.

702.16 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.

702.17 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 May 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 June 1 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 applications 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 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.

Stipulations:

- A. In the event two or more teachers have equal seniority, all determinations in the order of non-renewal and recall within the equal group shall be made by the Administration. In such event the Administration may give consideration to areas of certification, to past Columbus teaching assignments, to past teaching experience in other districts, and to race or sex where staff balance is a consideration.
- B. As teaching positions become available, teachers who have been reassigned as a result of the reductions of other personnel, may again be reassigned at the discretion of the Administration to a teaching position more closely conforming to their assignment prior to the reduction transfer. More closely conforming is not intended to include geographical location of assignment.
- C. Teachers on a recall status shall be responsible for keeping the Division of Teacher Personnel informed as to their current address and telephone number. Notification of recall by the Division of Teacher Personnel shall be to such address and failure to contact the Division of Teacher Personnel within fourteen (14) calendar days of the date of mailing shall remove the teacher from recall status. The Division of Teacher Personnel will also attempt a telephone contact of the teacher. Further, failure to accept the offered assignment shall remove the teacher from recall status. Acceptance of an Extra Duty assignment shall not be required as a part of such offered assignment. Teachers on recall status may work as substitute teachers in the Columbus Public Schools without jeopardizing their recall status.
- D. Teachers who are re-employed from a recall 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 lay-off would be given credit for one year of teaching experience on the salary schedule at the time of recall.
- E. All rights provided in this provision for teachers on a recall status shall be limited to thirty-six (36) months.
- F. 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 recall 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 occur-

ring throughout the school year provided there is a reasonable expectation that lay-offs may be necessary the following September.

G. 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 recall status as provided in this article.

H. 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 Division of Teacher Personnel or the Association.

704.02 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 reassigned at the end of the school year to a full-time hourly teaching position.

C. All provisions of Section 704.01 of this article not in conflict with Section 704.02 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 lay-off status, however such employee may elect to remain in the less-than-full-time position without prejudicing his or her rights under 704.02-B above.

704.03 There shall be no layoffs of contract teachers effective before the completion of the 1976-77 school year except with the possibility of personnel assigned to the Dental Services program and dental hygienists.

704.04 In the event a reduction in the number of teachers is necessary which requires the Board to suspend contracts, such reduction shall be implemented in conformity with the Revised Code of Ohio, particularly Section 3319.17.

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 1976, 1977, and 1978 for the succeeding summers of 1977, 1978, and 1979. 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 not 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.

Priority II. Present full-time professional staff members who must attend the university to maintain their present position because of certification requirements.

Priority III. Professional staff members on sabbatical leaves. (Such staff members shall be given sufficient scrip for full-time attendance, subject to availability.)

Priority IV. All other applicants, not in Priority groups I through III 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 Instruction before the deadline for the next payment of fees may be denied the use of scrip for the next full calendar year.

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 purposes of this Article, the term "physical examination" does not include the annual tuberculosis examination required of all teachers or 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 deductions for any annuity program which is available from companies 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 during the months of September or February.

Article 805 DISABILITY INSURANCE PAYROLL DEDUCTIONS

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.

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 per cent 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 per cent 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 per cent 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 per cent of such coverage at Board expense equal to the per cent of time for which such employee is employed.

806.05 Effective January, 1978 the Board shall increase the surgical coverage provided in this Article to a UCR (Usual, Customary, and Reasonable) basis and add Papanicolaou cell test as a part of the hospital, surgical, and major medical insurance herein provided.

Article 807 TERM LIFE INSURANCE

807.01 The Board shall continue to provide, at Board expense, \$5,000 group term life insurance for members of the bargaining unit employed on a full-time basis and the Board shall continue to provide, at Board expense, \$2,500 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.

807.02 Effective January 1, 1979 the Board shall provide, at Board expense, \$10,000 group term life insurance for members of the bargaining unit employed on a full-time basis and shall provide, at Board expense, \$5,000 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 808 SEVERANCE PAY

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 one-fourth ($\frac{1}{4}$) of the value of their accrued but unused sick leave credit. 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 with the Columbus Public Schools, shall be eligible to be paid for such accrued but unused sick leave credit. The maximum payment which may be made shall be for one-fourth ($\frac{1}{4}$) of one hundred twenty (120) days. Such payment shall be based on the employee's rate of pay at the time of separation. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee. Such payment shall be made no later than sixty (60) calendar days after the effective date of retirement with the State Teachers Retirement System.

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** Recognition of training shall be on the basis of transcripts of credit.
- 901.04** 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.
- 901.05** 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.
- 901.06** 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.
- 901.07** 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 31, 1976, 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	\$7,173	\$ 9,000	\$ 9,261	\$ 9,981	\$10,170	\$10,827
1	7,461	9,360	9,630	10,377	10,584	11,259
2	7,758	9,738	10,017	10,791	11,007	11,709
3	8,073	10,125	10,413	11,223	11,439	12,177
4	8,388	10,530	10,836	11,673	11,898	12,663
5	8,730	10,953	11,268	12,141	12,375	13,167
6		11,385	11,718	12,627	12,870	13,698
7		11,844	12,186	13,131	13,392	14,247
8		12,321	12,672	13,653	13,923	14,814
9		12,807	13,176	14,202	14,481	15,408
10		13,320	13,707	14,769	15,057	16,020
11		13,860	14,256	15,363	15,660	16,659
12		14,409	14,823	15,975	16,290	17,334
13		14,985	15,417	16,614	16,938	18,018
14		15,588	16,038	17,280	17,622	18,747

902.02 Effective January 1, 1977, 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	\$7,603	\$ 9,540	\$ 9,817	\$10,580	\$10,780	\$11,477
1	7,909	9,922	10,208	11,000	11,219	11,935
2	8,223	10,322	10,618	11,438	11,667	12,412
3	8,557	10,733	11,038	11,896	12,125	12,908
4	8,891	11,162	11,486	12,373	12,612	13,423
5	9,254	11,610	11,944	12,869	13,118	13,957
6		12,068	12,421	13,385	13,642	14,520
7		12,555	12,917	13,919	14,196	15,102
8		13,060	13,432	14,472	14,758	15,703
9		13,575	13,967	15,054	15,350	16,332
10		14,119	14,529	15,655	15,960	16,981
11		14,692	15,111	16,285	16,600	17,659
12		15,274	15,712	16,934	17,267	18,374
13		15,884	16,342	17,611	17,954	19,099
14		16,523	17,000	18,317	18,679	19,872

902.03 Effective January 1, 1978, 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	\$7,984	\$10,017	\$10,307	\$11,109	\$11,319	\$12,050
1	8,304	10,418	10,718	11,550	11,780	12,531
2	8,635	10,838	11,149	12,010	12,251	13,032
3	8,985	11,269	11,590	12,491	12,732	13,553
4	9,336	11,720	12,060	12,992	13,242	14,094
5	9,716	12,191	12,541	13,513	13,773	14,655
6		12,672	13,042	14,054	14,324	15,246
7		13,182	13,563	14,615	14,905	15,857
8		13,713	14,104	15,196	15,496	16,488
9		14,254	14,665	15,807	16,117	17,149
10		14,825	15,256	16,438	16,758	17,830
11		15,426	15,867	17,099	17,430	18,541
12		16,037	16,498	17,780	18,131	19,293
13		16,678	17,159	18,491	18,852	20,054
14		17,349	17,850	19,233	19,613	20,865

902.04 Effective January 22, 1979, 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	\$ 8,303	\$10,418	\$10,720	\$11,554	\$11,772	\$12,533
1	8,637	10,835	11,147	12,012	12,252	13,033
2	8,980	11,272	11,595	12,491	12,741	13,554
3	9,345	11,720	12,054	12,991	13,241	14,096
4	9,710	12,189	12,543	13,512	13,773	14,658
5	10,105	12,679	13,043	14,054	14,325	15,242
6		13,179	13,564	14,616	14,898	15,856
7		13,710	14,106	15,200	15,502	16,492
8		14,262	14,669	15,804	16,117	17,148
9		14,825	15,252	16,440	16,763	17,836
10		15,419	15,867	17,096	17,429	18,544
11		16,044	16,502	17,784	18,127	19,284
12		16,679	17,158	18,492	18,857	20,065
13		17,346	17,846	19,232	19,607	20,857
14		18,044	18,565	20,003	20,398	21,701

Article 903 SCHOOL CLINIC NURSES AND DENTAL HYGIENISTS SALARY SCHEDULES

903.01 Continuing in full force and effect until midnight, December 31, 1976, School Clinic Nurses having a Registered Nurses' license and all Dental Hygienists shall be paid in accordance with the following schedule:

Years of Experience	39-Week Schedule	12-Month Schedule
0	\$ 7,006	\$ 9,114
1	7,262	9,455
2	7,519	9,797
3	7,774	10,139
4	8,031	10,481
5	8,317	10,822
6	8,600	11,164

903.02 Effective January 1, 1977, all School Clinic Nurses having a Registered Nurses' license and all Dental Hygienists shall be paid in accordance with the following schedule:*

Years of Experience	39-Week Schedule	12-Month Schedule
0	\$ 7,426	\$ 9,661
1	7,698	10,022
2	7,970	10,385
3	8,240	10,747
4	8,513	11,110
5	8,816	11,471
6	9,116	11,834

903.03 Effective January 1, 1978, all School Clinic Nurses having a Registered Nurses' license and all Dental Hygienists shall be paid in accordance with the following schedule:*

Years of Experience	39-Week Schedule	12-Month Schedule
0	\$ 7,797	\$10,144
1	8,083	10,523
2	8,369	10,904
3	8,652	11,284
4	8,939	11,666
5	9,257	12,045
6	9,572	12,426

903.04 Effective January 22, 1979, all School Clinic Nurses having a Registered Nurses' license and all Dental Hygienists shall be paid in accordance with the following schedule:*

Years of Experience	39-Week Schedule	12-Month Schedule
0	\$ 8,109	\$10,550
1	8,406	10,944
2	8,704	11,340
3	8,998	11,735
4	9,297	12,133
5	9,627	12,527
6	9,955	12,923

*School Clinic nurses and Dental Hygienists on a fifty-two (52) week schedule shall receive two (2) weeks paid vacation at a time arranged with their supervisor.

Article 904 SUMMER SCHOOL SALARIES

The rate of pay for summer school teaching for the 1976 summer school period shall be \$7.36 per hour. The rate of pay for summer school teaching for the 1977 summer school period shall be \$7.65 per hour. The rate of pay for summer school teaching for the 1978 summer school period shall be \$7.90 per hour. The rate of pay for summer school teaching for the 1979 summer school period shall be \$8.15 per hour.

Article 905 PART-TIME HOURLY PROFESSIONAL EMPLOYEES

905.01 The rate of pay for part-time hourly personnel shall continue to be \$7.52 per hour through December 31, 1976.

905.02 Effective January 1, 1977, the rate of pay for part-time hourly personnel shall be \$7.65 per hour. Effective January 1, 1978, the rate of pay for part-time hourly personnel shall be \$7.90 per hour. Effective January 1, 1979, the rate of pay for part-time hourly personnel shall be \$8.15 per hour.

905.03 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.

905.04 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.

905.05 A list of all LBD 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.

905.06 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 IV of the Article entitled Use of College Scrip.

905.07 LBD 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 (EDb-215-05 in effect 7/15/73).

Article 906 FULL-TIME HOURLY PROFESSIONAL EMPLOYEES

906.01 Continuing in full force and effect until midnight, December 31, 1976, full-time hourly professional employees shall be paid in accordance with the following schedule: (Full-time is a minimum of six (6) hours per day on a regular basis.)

Years of Experience	Hourly Rate
0, 1 or 2	\$7.69
3, 4 or 5	7.97
6 or more	8.26

906.02 Effective January 1, 1977, full-time hourly professional employees shall be paid in accordance with the following schedule: (Full-time is a minimum of six (6) hours per day on a regular basis.)

Years of Experience	Hourly Rate
0, 1 or 2	\$8.15
3, 4 or 5	8.45
6 or more	8.76

906.03 Effective January 1, 1978, full-time hourly professional employees shall be paid in accordance with the following schedule: (Full-time is a minimum of six (6) hours per day on a regular basis.)

Years of Experience	Hourly Rate
0, 1 or 2	\$8.56
3, 4 or 5	8.87
6 or more	9.20

906.04 Effective January 1, 1979, full-time hourly professional employees shall be paid in accordance with the following schedule: (Full-time is a minimum of six (6) hours per day on a regular basis.)

Years of Experience	Hourly Rate
0, 1 or 2	\$8.90
3, 4 or 5	9.22
6 or more	9.57

906.05 Full-time hourly professional employees shall be entitled to two weeks of paid vacation annually upon completion of 37 weeks of full-time employment. 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.

906.06 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.

906.07 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.

906.08 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.

Article 907 PAY FOR EXTRA DUTIES

907.01 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.)

ASSIGNMENT	PERCENTAGE OF B. A. MINIMUM
Senior Head Coach, Boys' Football	13.04%
Senior Head Coach, Boys' Basketball	
Senior Head Coach, Boys' Baseball	
Senior Head Coach, Boys' Track	
Senior Head Coach, Boys' Wrestling	
Senior Director, Instrumental Music Faculty Manager	
Activities Coordinator	10.14%
Senior Asst. Coach, Boys' Football	(4) 6.52%
Senior Asst. Coach, Boys' Basketball	(1)
Senior Asst. Coach, Boys' Baseball	(1)
Senior Asst. Coach, Boys' Track	(1)
Senior Asst. Coach, Boys' Wrestling	(1)
Senior Head Coach, Cross Country	
Senior Head Coach, Golf	
Senior Head Coach, Boys' Tennis	
Senior Head Coach, Swimming	
Senior Yearbook Advisor	
Senior Coach, Girls' Tennis	
Senior Coach, Girls' Volleyball	
Senior Coach, Girls' Basketball	
Senior Coach, Girls' Gymnastics	
Senior Coach, Girls' Softball	
Senior Coach, Girls' Track and Field	
Junior Head Coach, Boys' Basketball	
Junior Head Coach, Boys' Baseball	
Junior Head Coach, Boys' Track	
Senior Newspaper	4.34%
Senior Intramural Directors	
Junior Intramural Directors	
Junior Coach, Girls' Volleyball	
Junior Coach, Girls' Basketball	
Junior Coach, Girls' Softball	
Junior Coach, Girls' Track and Field	
Senior Vocal Music	3.62%
Elementary Safety Patrol	
Senior Debate	2.89%
Jr. Asst. Coach, Boys' Basketball	
Jr. Asst. Coach, Boys' Baseball	
Jr. Asst. Coach, Boys' Track	
Senior Cheerleader Advisor	2.17%
Senior Drill Team Advisor	
Senior Drama (By production-2 per year)	
Junior Drama (By production-1 per year)	
Junior Vocal Music	1.44%
Junior Instrumental Music	
Junior Cheerleader Advisor	

907.02 Job Descriptions — Members of the bargaining unit, who qualify for extra duty pay shall adhere to the guidelines established for each assignment in A above as prescribed in the Joint Committee report, "Pay for Extra Duties of Teachers", dated April 30, 1971.

907.03 Stipulations — Summer school rate shall be paid for all summer school work; i.e., coaches, instrumental music, treasurers, etc.

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

Senior treasurer will teach four (4) classes, have two (2) periods assigned for treasurer's duty, one (1) conference period, one (1) lunch period, and one (1) extra duty assignment. *The extra duty assignment may be used to perform the treasurer's duty should the building principal deem it necessary.

Junior treasurer will teach five (5) classes, have one (1) period assigned for treasurer's duty, one (1) conference period, one (1) lunch period, and one (1) extra duty assignment. *The extra duty assignment may be used to perform the treasurer's duty should the building principal deem it necessary.

At the conclusion of the school year the principal is authorized to permit school treasurers to work and receive payment for a number of days necessary to complete the end of the year work.

*It is recommended the junior and senior treasurer not be assigned a homeroom. Extra duties shall not be required of treasurers unless required of teachers generally.

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

Senior 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
Senior Head Coach, Boys' Wrestling
Junior and Senior Audio Visual Advisor
Senior Instrumental Music Director
Senior Yearbook Advisor **
Senior Newspaper Advisor **
Junior Yearbook Advisor
Junior Newspaper Advisor

*Faculty managers will not be assigned any coaching responsibility except where there are currently duplicate assignments. These conflicting assignments will be phased out.

**English teachers with these responsibilities would 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.

Article 908 SCHOOL PSYCHOLOGISTS

908.01 School psychologists ** are members of the bargaining unit and shall be provided all benefits of this Agreement.

908.02 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.

908.03 The work year of school psychologists shall consist of the regular school year plus four (4) additional weeks. An extended work year is not prohibited on a voluntary basis.

Article 909 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 of fourteen cents (\$.14) per mile.

Article 1001 1976 SCHOOL CALENDAR AND PAYROLL DATES

COLUMBUS PUBLIC SCHOOLS
1976-77 SCHOOL CALENDAR

School Month	M	T	W	T	F	Holidays in School Year	Prof. and Prom. Dev. Meetings	Records Days	Days of No School	No. Days Schools Open
Sept. 6 -	⑥	⑦	8	9	10					
Oct. 1	13	14	15	16	17					
First	27	28	29	30	1	1	1			18
Oct. 4 -	4	5	6	7	8					
Oct. 29	11	12	13	14	15					
Second	18	19	20	21	②②		1			19
Nov. 1 -	1	2	3	4	5					
Nov. 26	8	9	10	11	12					
Third	15	16	17	18	19					
Nov. 29 -	22	23	24	②⑤	②⑥	1			1	18
Dec. 17	29	30	1	2	3					
Fourth	6	7	8	9	10	Christmas Intermission (Dec. 18 to Jan. 2 inclusive)				15
Jan. 3 -	3	4	5	6	7					
Jan. 28	10	11	12	13	14					
Fifth	①⑦	18	19	20	21	1				19
TOTAL (First Semester)						3	2		1	89
Jan. 31-	31	1	2	3	4					
Feb. 25	7	8	9	10	11					
Sixth	14	15	16	17	18					
Feb. 28-	②①	22	23	24	25		1			19
Mar. 25	7	8	9	10	11					
Seventh	14	15	16	17	18					
Mar. 28-	21	22	23	24	25					20
Apr. 22	28	29	30	31	1					
Eighth	4	5	6	7	⑧					
Apr. 25-	①①	①②	①③	①④	①⑤					
May 20	18	19	20	21	22				6	14
Ninth	25	26	27	28	29					
May 23-	2	3	4	5	6					
June 17	9	10	11	12	13					
Tenth	16	17	18	19	20					20
May 23-	23	24	25	26	27					
June 17	③①	31	1	2	3					
Tenth	6	7	8	9	10					
June 17	13	14	15	16	①⑦	1		1		18
TOTAL (Second Semester)						1	1	1	6	91
TOTAL						4	3	1	7	180
(Teacher Contract Year)										195

Symbols:

- Holiday
- Days of No School
- Professional Meetings
- ◻ Teachers' Record Day Pupils not in attendance

*School will close at 2:30 p.m.

Note: September 7 shall be used for staff meetings and preparation for the initiation of the new school year. October 22 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. February 21 shall be utilized for building level staff development programs in all schools.

1976-1977 — Payroll and Deduction Dates — Teachers and Librarians
Columbus Public Schools • Office of the Clerk-Treasurer • 270 East State Street 43215

EARNING PERIODS				PAY DATES				DEDUCTIONS			
From		Through		Plan "A" 195 days		Plan "B" 195 days		Med. Ins. & Wash. Natl. Ins.	Organization Dues	United Appeal	Tax Sheltered Annuity
Sept.	6	Sept.	24	Oct.	1	Oct.	1	Oct.			Oct.
Sept.	27	Oct.	15	Oct.	25	Oct.	29	Nov.			Nov.
Oct.	18	Nov.	5	Nov.	12	Nov.	30	Dec.			Dec. (A)
Nov.	8	Nov.	26	Dec.	3	Dec.	17		1st	1st	
Nov.	29	Dec.	17	Jan.	3	Jan.	3	Jan.	2nd	2nd	Jan.
Jan.	3	Jan.	21	Jan.	28	Jan.	31	Feb.	3rd	3rd	Feb.
Jan.	24	Feb.	11	Feb.	18	Feb.	28	Mar.	4th	4th	Mar.
Feb.	14	Mar.	4	Mar.	11	Mar.	31	Apr.	5th	5th	Apr.
Mar.	7	Mar.	25	Apr.	1	Apr.	29	May	6th	6th	May (A)
Mar.	28	Apr.	15	Apr.	22	May	31	June	7th	7th	June
Apr.	18	May	6	May	13	June	30	July	8th	8th	July
May	9	May	27	June	3	July	29	Aug.	9th	9th	Aug.
May	30	June	17	June	24 (B)	Aug.	31	Sept.	10th	10th	Sept.

All teachers will be paid for the first pay period on October 1. Pay option card distributed in September will be effective for the second pay period.

(A) Changes or reductions will be reflected.

(B) "A" Plan checks will arrive at the schools on June 24, 1977 by regular school delivery system.

(C) Pay for days schools are not in session:

Sept. 6, 1976	Labor Day	Nov. 26, 1976	Thanksgiving Recess	Apr. 8, 1977	Spring Recess	Apr. 14, 1977	Spring Recess
Sept. 7, 1976	Professional Meetings	Jan. 17, 1977	Martin Luther King Day	Apr. 11, 1977	Spring Recess	Apr. 15, 1977	Spring Recess
Oct. 22, 1976	Professional Meetings	Feb. 21, 1977	Professional Meetings	Apr. 12, 1977	Spring Recess	May 30, 1977	Memorial Day
Nov. 25, 1976	Thanksgiving Day			Apr. 13, 1977	Spring Recess		

FIRST SEMESTER

Begins	September 6, 1976
Labor Day	September 6, 1976
Professional Meeting	September 7, 1976
Pupils Report	September 8, 1976
COTA Meeting	October 22, 1976
Thanksgiving Holiday	November 25, 1976
Thanksgiving Friday	November 26, 1976
Christmas Vacation	Close of School at 2:30 p.m. on December 17, 1976. Reopen Monday morning, January 3, 1977
Martin Luther King Day	January 17, 1977
FIRST SEMESTER ENDS	January 28, 1977

SECOND SEMESTER

Begins	January 31, 1977
Professional Meeting	February 21, 1977
Spring Vacation	April 8 - April 15, 1977
Memorial Day Monday	May 30, 1977
Record Day	June 17, 1977
SECOND SEMESTER ENDS	June 17, 1977

SUMMER SCHOOL

Opening of Summer School	To be announced
Independence Day	July 4, 1977

Article 1002 1977 SCHOOL CALENDAR AND PAYROLL DATES

COLUMBUS PUBLIC SCHOOLS
1977-78 SCHOOL CALENDAR

School Month	M	T	W	T	F	Holidays In School Year	Prof. and Prom. Dev. Meetings	Records Days	Days of No School	No. Days Schools Open	
Sept. 5- Sept. 30	⑤	⑥	7	8	9						
First	12	13	14	15	16						
	19	20	21	22	23						
	26	27	28	29	30	1	1			18	
Oct. 3 - Oct. 28	3	4	5	6	7						
	10	11	12	13	14						
	17	18	19	20	21						
Second	24	25	26	27	⑳		1			19	
Oct. 31- Nov. 25	31	1	2	3	4						
	7	8	9	10	11						
	14	15	16	17	18						
Third	21	22	23	㉒	㉓	1			1	18	
Nov. 28 - Dec. 16	28	29	30	1	2						
	5	6	7	8	9						
	12	13	14	15	16 *						
Fourth	Christmas Intermission (Dec. 17 to Dec. 31)										15
Jan. 2 - Jan. 27	2	3	4	5	6						
	9	10	11	12	13						
	⑬	14	15	16	17						
Fifth	20	21	22	23	24	1				19	
TOTAL	(First Semester)					3	2		1	89	
Jan. 30- Feb. 24	30	31	1	2	3						
	6	7	8	9	10						
	13	14	15	16	17						
Sixth	㉒	21	22	23	24		1			19	
Feb. 27- Mar. 24	27	28	1	2	3						
	6	7	8	9	10						
	13	14	15	16	17						
Seventh	㉒	21	22	23	㉔				1	19	
Mar. 27- Apr. 21	27	28	29	30	31						
	3	4	5	6	7						
	10	11	12	13	14						
Eighth	17	18	19	20	21				5	15	
Apr. 24- May 19	24	25	26	27	28						
	1	2	3	4	5						
	8	9	10	11	12						
Ninth	15	16	17	18	19					20	
May 22- June 16	22	23	24	25	26						
	29	30	31	1	2						
	5	6	7	8	9						
Tenth	12	13	14	15	㉖	1		1		18	
TOTAL	(Second Semester)					1	1	1	6	91	
TOTAL	(Teacher Contract Year)					4	3	1	7	180	
										195	

Symbols:

○ Holiday

□ Professional Meetings

□ Days of No School

◻ Teachers' Record Day, Pupils not in attendance

*School will close at 2:30 p.m.

Note: September 5 shall be used for staff meetings and preparation for the initiation of the new school year. October 28 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. February 20 shall be utilized for building level staff development programs in all schools.

1977-1978 — Payroll and Deduction Dates — Teachers and Librarians
Columbus Public Schools • Office of the Clerk-Treasurer • 270 East State Street 43215

EARNING PERIODS				PAY DATES				DEDUCTIONS							
From		Through		Plan "A" 195 days		Plan "B" 195 days		Med. Ins. & Wash. Natl. Ins.		Organization Dues		United Appeal		Tax Sheltered Annuity	
Sept.	5	Sept.	23	Sept.	30	Sept.	30	Oct.						Oct.	
Sept.	26	Oct.	14	Oct.	21	Oct.	31	Nov.						Nov.	
Oct.	17	Nov.	4	Nov.	11	Nov.	30	Dec.						Dec.	(A)
Nov.	7	Nov.	25	Dec.	2	Dec.	16				1st		1st		
Nov.	28	Dec.	16	Jan.	2	Jan.	2	Jan.			2nd		2nd	Jan.	
Jan.	2	Jan.	20	Jan.	27	Jan.	31	Feb.			3rd		3rd	Feb.	
Jan.	23	Feb.	10	Feb.	17	Feb.	28	Mar.			4th		4th	Mar.	
Feb.	13	Mar.	3	Mar.	10	Apr.	3	Apr.			5th		5th	Apr.	
Mar.	6	Mar.	24	Apr.	3	Apr.	28	May			6th		6th	May (A)	
Mar.	27	Apr.	14	Apr.	21	May	31	June			7th		7th	June	
Apr.	17	May	5	May	12	June	30	July			8th		8th	July	
May	8	May	26	June	2	July	31	Aug.			9th		9th	Aug.	
May	29	June	16	June	23 (B)	Aug.	31	Sept.			10th		10th	Sept.	

All teachers will be paid for the first pay period on September 30. Pay option card distributed in September will be effective for the second pay period.

(A) Changes or reductions will be reflected.

(B) "A" Plan checks will arrive at the schools on June 23, 1978 by regular school delivery system.

(C) Pay for days schools are not in session:

Sept. 5, 1977	Labor Day	Nov. 25, 1977	Thanksgiving Recess	Apr. 24, 1978	Spring Recess	Apr. 30, 1978	Spring Recess
Sept. 6, 1977	Professional Meetings	Jan. 19, 1978	Martin Luther King Day	Apr. 27, 1978	Spring Recess	Apr. 31, 1978	Spring Recess
Oct. 28, 1977	Professional Meetings	Feb. 20, 1978	Professional Meetings	Apr. 28, 1978	Spring Recess	May 29, 1978	Memorial Day
Nov. 24, 1977	Thanksgiving Day			Apr. 29, 1978	Spring Recess		

FIRST SEMESTER

Begins	September 5, 1977
Labor Day	September 5, 1977
Professional Meeting	September 6, 1977
Pupils Report	September 8, 1977
COTA Meeting	October 28, 1977
Thanksgiving Holiday	November 24, 1977
Thanksgiving Friday	November 25, 1977
Christmas Vacation	Close of School at 2:30 p.m. on December 16, 1977. Reopen Monday morning, January 2, 1978
Martin Luther King Day	January 16, 1978
FIRST SEMESTER ENDS	January 27, 1978

SECOND SEMESTER

Begins	January 31, 1978
Professional Meeting	February 20, 1978
Spring Vacation	March 24 - March 31, 1978
Memorial Day Monday	May 30, 1978
Record Day	June 16, 1978
SECOND SEMESTER ENDS	June 16, 1978

SUMMER SCHOOL

Opening of Summer School	To be announced
Independence Day	July 4, 1978 (Paid Summer School Holiday)

Article 1003 1978 SCHOOL CALENDAR AND PAYROLL DATES

COLUMBUS PUBLIC SCHOOLS
1978-79 SCHOOL CALENDAR

School Month	M	T	W	T	F	Holidays In School Year	Prof. and Prom. Dev. Meetings	Records Days	Days of No School	No. Days Schools Open	
Sept. 4- Sept. 29	(4)	(5)	6	7	8						
First	11	12	13	14	15						
	18	19	20	21	22						
	25	26	27	28	29	1	1			18	
Oct. 2 - Oct. 27	2	3	4	5	6						
	9	10	11	12	13						
	16	17	18	19	20						
Second	23	24	25	26	27		1			19	
Oct. 30- Nov. 24	30	31	1	2	3						
	6	7	8	9	10						
	13	14	15	16	17						
Third	20	21	22	23	24	1			1	18	
Nov. 27 - Dec. 19	27	28	29	30	1						
	4	5	6	7	8						
	11	12	13	14	15						
	18	19*	Christmas Intermission (Dec. 20 to Jan. 2 inclusive)								17
Jan. 3 - Jan. 26			3	4	5						
	8	9	10	11	12						
	15	16	17	18	19						
Fifth	22	23	24	25	26	1				17	
TOTAL	(First Semester)					3	2		1	89	
Jan. 29- Feb. 23	29	30	31	1	2						
	5	6	7	8	9						
	12	13	14	15	16						
Sixth	19	20	21	22	23		1			19	
Feb. 26- Mar. 23	26	27	28	1	2						
	5	6	7	8	9						
	12	13	14	15	16						
Seventh	19	20	21	22	23					20	
Mar. 26- Apr. 20	26	27	28	29	30						
	2	3	4	5	6						
	9	10	11	12	13						
Eighth	16	17	18	19	20				6	14	
Apr. 23- May 18	23	24	25	26	27						
	30	1	2	3	4						
	7	8	9	10	11						
Ninth	14	15	16	17	18					20	
May 21- June 15	21	22	23	24	25						
	28	29	30	31	1						
	4	5	6	7	8						
Tenth	11	12	13	14	15	1		1		18	
TOTAL	(Second Semester)					1	1	1	6	91	
TOTAL						4	3	1	7	180	
(Teacher Contract Year)										195	

Symbols:

○ Holiday

□ Professional Meetings

□ Days of No School

◊ Teachers' Record Day, Pupils not in attendance

*School will close at 2:30 p.m.

Note: September 5 shall be used for staff meetings and preparation for the initiation of the new school year. October 27 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. February 19 shall be utilized for building level staff development programs in all schools.

1003.01

1978-1979 — Payroll and Deduction Dates — Teachers and Librarians
Columbus Public Schools • Office of the Clerk-Treasurer • 270 East State Street 43215

EARNING PERIODS				PAY DATES		DEDUCTIONS			
From		Through		Plan "A" 195 days	Plan "B" 195 days	Med. Ins. & Wash. Natl. Ins.	Organization Dues	United Appeal	Tax Sheltered Annuity
Sept.	4	Sept.	22	Sept.	29	Oct.			Oct.
Sept.	25	Oct.	13	Oct.	20	Nov.			Nov.
Oct.	16	Nov.	3	Nov.	10	Dec.			Dec. (A)
Nov.	6	Nov.	24	Dec.	1		1st	1st	
Nov.	27	Dec.	15	Jan.	3	Jan.	2nd	2nd	Jan.
Dec.	18	Jan.	19	Jan.	26	Feb.	3rd	3rd	Feb.
Jan.	22	Feb.	9	Feb.	16	Mar.	4th	4th	Mar.
Feb.	12	Mar.	2	Mar.	9	Apr.	5th	5th	Apr.
Mar.	5	Mar.	23	Mar.	30	Apr.	6th	6th	May (A)
Mar.	26	Apr.	13	Apr.	23	May	7th	7th	June
Apr.	16	May	4	May	11	June	8th	8th	July
May	7	May	25	June	1	July	9th	9th	Aug.
May	28	June	15	June	22 (B)	Aug.	10th	10th	Sept.

All teachers will be paid for the first pay period on September 29. Pay option card distributed in September will be effective for the second pay period.

(A) Changes or reductions will be reflected.

(B) "A" Plan checks will arrive at the schools on June 22, 1979 by regular school delivery system.

(C) Pay for days schools are not in session:

Sept. 4, 1978	Labor Day	Nov. 24, 1978	Thanksgiving Recess	Apr. 13, 1979	Spring Recess	Apr. 19, 1979	Spring Recess
Sept. 5, 1978	Professional Meetings	Jan. 15, 1979	Martin Luther King Day	Apr. 16, 1979	Spring Recess	Apr. 20, 1979	Spring Recess
Oct. 27, 1978	Professional Meetings	Feb. 19, 1979	Professional Meetings	Apr. 17, 1979	Spring Recess	May 28, 1979	Memorial Day
Nov. 23, 1978	Thanksgiving Day			Apr. 18, 1979	Spring Recess		

FIRST SEMESTER

Begins	September 4, 1978
Labor Day	September 4, 1978
Professional Meeting	September 5, 1978
Pupils Report	September 6, 1978
COTA Meeting	October 27, 1978
Thanksgiving Holiday	November 23, 1978
Thanksgiving Friday	November 24, 1978
Christmas Vacation	Close of School at 2:30 p.m. on December 19, 1978. Reopen Monday morning, January 3, 1979
Martin Luther King Day	January 15, 1979
FIRST SEMESTER ENDS	January 26, 1979

SECOND SEMESTER

Begins	January 29, 1979
Professional Meeting	February 19, 1979
Spring Vacation	April 13 - April 20, 1979
Memorial Day Monday	May 28, 1979
Record Day	June 15, 1979
SECOND SEMESTER ENDS	June 15, 1979

SUMMER SCHOOL

Opening of Summer School	To be announced
Independence Day	July 4, 1979 (Paid Summer School Holiday)

CHAPTER 1100

Article 1101 AMENDMENT PROCEDURES

1207#
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 1102 APPLICABLE STATE LAW

1102.01 In the event there is a conflict between a provision of this Agreement and any applicable state law, or valid rule or regulation adopted pursuant thereto, the applicable state law or valid rule or regulation shall prevail as to that provision. All other provisions of this Agreement which are not in conflict with any applicable state law, or valid rule or regulation adopted pursuant thereto, shall continue in full force and effect in accordance with their terms.

1102.02 If, during the term of this Agreement, there is a change in any applicable state law, or valid rule or regulation adopted 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, only.

1102.03 In the event legislative action occurs during the term of this Agreement which establishes agency shop as a negotiable matter, the parties agree to conduct negotiations only on the subject of agency shop. Such negotiations shall be conducted in accordance with the Procedures for Professional Negotiations adopted December 16, 1975, Sections C-1 through C-5 only.

Article 1103 INTERIM NEGOTIATIONS

There shall be no interim negotiations during the term of this Agreement except as provided in the Article in this Agreement entitled Applicable State Law. In the event additional funds from the State require mandated raises for members of the bargaining unit, the salary increases herein provided shall be considered to be a result of such mandated raises and any such stipulated raises that require the Board to exceed the salary levels provided herein in any given year shall not result in increasing the salary levels provided in the succeeding year(s).

Article 1104 DURATION OF AGREEMENT

This Agreement shall be effective at 12:01 a.m. on September 1, 1976, and shall continue in full force and effect until midnight August 31, 1979.

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

COLUMBUS BOARD OF EDUCATION
OF THE
COLUMBUS CITY SCHOOL DISTRICT

By

Marilyn Redden
President

John Ellis
Superintendent

COLUMBUS EDUCATION ASSOCIATION

By

Theodore W. Thomas
President

Polly G. Fugate
Vice President

D. E. Sparrow
Negotiations Chairperson

Jack Burgess
Executive Director

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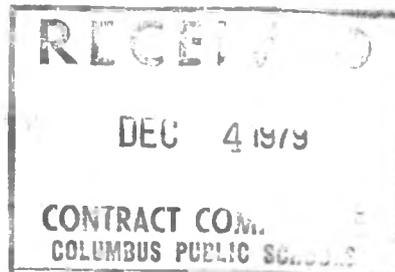
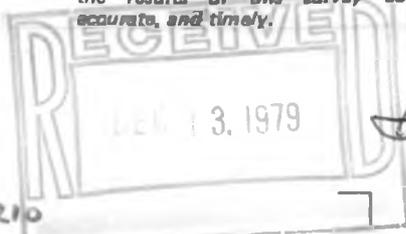


This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.

O.M.B. No. 44-R0003
App. exp. March 31, 1980

830239

DECEMBER 1, 1979



MR ARMOND di PANGROZIO
DIRECTOR OF CONTRACT RELATIONS
COLUMBUS PUBLIC SCHOOLS
270 EAST STATE STREET
COLUMBUS , OH. 43215

PREVIOUS AGREEMENT EXPIRED
AUGUST 30, 1979

Gentlemen:

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

~~NATIONAL WITH EDUCATION ASSOCIATIONS NATION~~
~~OHIO~~

AND COLUMBUS OH BD OF EDUC TEACHERS

THE AGREEMENT WE HAVE ON FILE EXPIRED AUG 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 on 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
Acting Commissioner

*2452
10-12-83*

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 270 EAST STATE St. Col's, Ohio
3. Product, service, or type of business EDUCATION
4. If your agreement has been extended, indicate new expiration date Aug. 31, 1981

Armond di Pangrazio
Your Name and Position
270 E. State St.
Address
614-225-2651
Area Code/Telephone Number
Columbus Ohio 43215
City/State/ZIP Code

Attach copy of Bd-CEA Agreement X-8/81