
SALARY SCHEDULES FOR PROFESSIONAL EMPLOYEES

Effective January 1, 2007

1 Definitionsa. Teacher

"Teacher" applies to any employee required by law or the rules and regulations (policies) of the Board of Education to be certificated as a teacher or otherwise certificated for a position wherein the base salary is determined from the teacher's salary schedule. (See statements under Section C).

b. Salary Schedules for Teachers Who Are Qualified for Regular Appointment or Who Serve as Long-Term Substitutes(1) Class II Schedule

"Class II Schedule" applies to a teacher who possesses a Bachelor's Degree and to certain Vocational Teachers.

(2) Class III Schedule

"Class III Schedule" applies to all teachers who possess 150 semester hours with a Bachelor's Degree.

(3) Class IV Schedule

"Class IV Schedule" applies to all teachers who possess the Master's Degree.

(4) Class V Schedule

"Class V Schedule" applies to all teachers who possess 30 graduate semester hours after attaining the Master's Degree. For this purpose, hours earned after September 1991, must be in an area related to a teaching certificate or clearly of direct benefit to one's current teaching assignment.

(5) Class VI Schedule

"Class VI Schedule" applies to all teachers who possess an earned Doctor's Degree in an area related to the teaching certificate.

c. Conversion of Continuing Education Units on Salary Schedule

The Board shall grant credit on the teacher Salary Schedule A for completion of continuing education units, under the following guidelines:

- a. Three CEU's are equivalent to one graduate semester hour on the salary schedule for certificated employees.
- b. CEU's refer to those Continuing Educational Units (CEU's) that are approved by the Ohio Department of Education for certificated personnel
- c. Certificated personnel may use CEU's for credit on the salary schedule A in the following manner:

After a certificated employee has received a baccalaureate degree, s/he may apply CEU's toward Class III status (Bachelor's and 150 hours) on the salary schedule. After a certificated employee has received a Master's degree, s/he may apply CEU's toward Class V status (Master's plus thirty graduate semester hours) on the salary schedule. CEU's are not acceptable for Master's or Doctorate equivalence.

APPENDIX A: Schedule C.**SALARY SCHEDULES FOR TEACHERS WHO ARE QUALIFIED
FOR REGULAR APPOINTMENT OR WHO SERVE AS LONG-TERM SUBSTITUTES**

Retroactive to the first full pay period in January 2007

Effective January 1, 2007

Salary Steps	Class II BA Degree	Class III BA + 150	Class IV MA Degree	Class V MA + 30 hrs	Class VI Doctorate
2 * *	\$36,181.83	\$36,830.46	\$39,812.43	\$41,964.70	\$45,595.30
3	\$38,492.02	\$39,138.55	\$42,095.25	\$44,249.62	\$47,878.11
4	\$40,124.12	\$40,772.74	\$44,093.78	\$46,243.91	\$49,876.64
5	\$41,783.58	\$42,432.20	\$45,725.87	\$47,878.11	\$51,510.84
6* * *	\$44,403.35	\$45,051.98	\$48,033.96	\$50,188.31	\$53,816.81
7	\$46,374.48	\$47,023.12	\$50,316.78	\$52,469.02	\$56,101.74
8	\$48,345.63	\$48,994.25	\$52,624.87	\$54,777.11	\$58,407.72
9	\$50,653.72	\$51,302.33	\$55,269.90	\$57,424.27	\$61,052.76
10 (a)(b)	\$53,298.76	\$53,947.38	\$58,228.72	\$60,378.86	\$64,011.57
11	\$56,255.47	\$56,904.10	\$61,520.27	\$63,674.62	\$67,303.13
12	\$59,523.87	\$60,172.48	\$65,125.62	\$67,277.86	\$70,910.57
17#	\$63,508.26	\$64,156.90	\$69,110.02	\$71,264.37	\$74,894.98
22#	\$66,111.19	\$66,759.81	\$71,685.56	\$73,839.91	\$77,470.52
27#(c)	\$70,118.29	\$70,786.38	\$75,859.89	\$78,078.88	\$81,818.41

All personnel included under these schedules have an annual term of service of 191 days. Schedules apply to classroom teachers, home instructors, examiners, and school nurses. Also, to be used in determining the base salary for the following classifications of personnel paid on a "teacher plus" basis: school psychologists, coordinating teachers, counselors, librarians, librarian-catalogers, teachers-in-charge, teacher-librarians, visiting teachers and home-school coordinators.

Each teacher who has career level or lead teacher status, pursuant to the Career-in-Teaching Program Agreement, shall have his/her salary, as determined by the schedule above, increased by \$1,000.

** Teachers beginning their first year of teaching shall enter on step 2 of the schedule.

*** Maximum entering salary based on military service only.

(a) Maximum entering salary based on prior teaching experience.

(b) Maximum entering salary based on a combination of prior teaching experience and up to six (6) years of military service.

Personnel whose salaries are covered by Class II through Class VI of these salary schedules will attain longevity increment status and will be paid such an increment if they are in regular employment and if they meet the following eligibility requirements: (1) completion of 17 and 22, or 27 years of creditable service on this salary schedule (creditable service is defined as service credit granted at the time of last contract appointment and all years of creditable service subsequent to that appointment), and (2) satisfactory service at the time of eligibility for the longevity increment.

APPENDIX A: Schedule C.**SALARY SCHEDULES FOR TEACHERS WHO ARE QUALIFIED FOR REGULAR APPOINTMENT OR WHO SERVE AS LONG-TERM SUBSTITUTES**

Effective January 1, 2008

Salary Steps	Class II BA Degree	Class III BA + 150	Class IV MA Degree	Class V MA + 30 hrs	Class VI Doctorate
2 * *	36905.47	37567.07	40608.68	42803.99	46507.21
3	39261.86	39921.32	42937.16	45134.61	48835.67
4	40926.60	41588.19	44975.66	47168.79	50874.17
5	42619.25	43280.84	46640.39	48835.67	52541.06
6* * *	45291.42	45953.02	48994.64	51192.08	54893.15
7	47301.97	47963.58	51323.12	53518.40	57223.77
8	49312.54	49974.14	53677.37	55872.65	59575.87
9	51666.79	52328.38	56375.30	58572.76	62273.82
10 (a)(b)	54364.74	55026.33	59393.29	61586.44	65291.80
11	57380.58	58042.18	62750.68	64948.11	68649.19
12	60714.35	61375.93	66428.13	68623.42	72328.78
17#	64778.43	65440.04	70492.22	72689.66	76392.88
22#	67433.41	68095.01	73119.27	75316.71	79019.93
27#(c)	71520.66	72202.11	77377.09	79640.46	83454.78

All personnel included under these schedules have an annual term of service of 191 days. Schedules apply to classroom teachers, home instructors, examiners, school nurses. Also, to be used in determining the base salary for the following classifications of personnel paid on a "teacher plus" basis: school psychologists, coordinating teachers, counselors, librarians, librarian-catalogers, teachers-in-charge, teacher-librarians, visiting teachers and home-school coordinators.

Each teacher who has career level or lead teacher status, pursuant to the Career-in-Teaching Program Agreement, shall have his/her salary, as determined by the schedule above, increased by \$1,000.

** Teachers entering the district with 0, 1, or 2 years of teaching experience shall enter on step 2 of the schedule. Teachers entering the district with 3 or more years experience shall enter on the salary step corresponding to their experience, subject to the maximums in the notes that follow. After initial placement, teachers shall move up the salary schedule based on service credit subsequently earned.

*** Maximum entering salary based on military service only.

(a) Maximum entering salary based on prior teaching experience.

(b) Maximum entering salary based on a combination of prior teaching experience and up to six (6) years of military service.

Personnel whose salaries are covered by Class II through Class VI of these salary schedules will attain longevity increment status and will be paid such an increment if they are in regular employment, and if they meet the following eligibility requirements: (1) completion of 17, 22, or 27 years of creditable service on this salary schedule (creditable service is defined as service credit granted at the time of last contract appointment and all years of creditable service subsequent to that appointment), and (2) satisfactory service at the time of eligibility for the longevity increment.

APPENDIX A: Schedule C.**SALARY SCHEDULES FOR TEACHERS WHO ARE QUALIFIED FOR REGULAR APPOINTMENT OR WHO SERVE AS LONG-TERM SUBSTITUTES**

Effective the first pay period after January 1, 2009

*contingent upon contract re-opener

Salary	Class II	Class III	Class IV	Class V	Class VI
Steps	BA Degree	BA + 150	MA Degree	MA + 30 hrs	Doctorate
2 * *					
3					
4					
5					
6* * *					
7					
8					
9					
10 (a)(b)					
11					
12					
17#					
22#					
27#(c)					

All personnel included under these schedules have an annual term of service of 191 days. Schedules apply to classroom teachers, home instructors, examiners, and school nurses. Also, to be used in determining the base salary for the following classifications of personnel paid on a "teacher plus" basis: school psychologist, coordinating teachers, counselors, librarians, librarian-catalogers, and teachers-in-charge, teacher-librarians, visiting teachers and home-school coordinators.

Each teacher who has career level or lead teacher status, pursuant to the Career-in-Teaching Program Agreement, shall have his/her salary, as determined by the schedule above, increased by \$1,000.

** Teachers entering the district with 0, 1, or 2 years of teaching experience shall enter on step 2 of the schedule. Teachers entering the district with 3 or more years experience shall enter on the salary step corresponding to their experience, subject to the maximums in the notes that follow. After initial placement, teachers shall move up the salary schedule based on service credit subsequently earned.

*** Maximum entering salary based on military service only.

(a) Maximum entering salary based on prior teaching experience.

(b) Maximum entering salary based on a combination of prior teaching experience and up to six (6) years of military service.

Personnel whose salaries are covered by Class II through Class VI of these salary schedules will attain longevity increment status and will be paid such an increment if they are in regular employment and if they meet the following eligibility requirements: (1) completion of 17, 22, or 27 years of creditable service on this salary schedule (creditable service is defined as service credit granted at the time of last contract appointment and all years of creditable service subsequent to that appointment), and (2) satisfactory service at the time of eligibility for the longevity increment.

APPENDIX A: Schedule D.

**SALARY SCHEDULES FOR CERTIFICATED PERSONNEL WHO RECEIVE
SALARY FOR SPECIAL ASSIGNMENTS IN ADDITION TO THE REGULAR
TEACHER'S SALARY**

Effective January 1, 2007

POSITION	SALARY*
<u>211 Days of Service</u>	
Counselor***	T + 20 additional days
Librarian-Cataloger	T + 20 additional days
<u>201 Days of Service</u>	
Librarian	T + 10 additional days
<u>196 Days of Service</u>	
Elementary Librarian	T + 5 additional days
<u>191 Days of Service</u>	
Teacher-in-charge	T + D#
<p>* "T" used in the salary column signifies the salary to which the person would be entitled according to the Teachers' Salary Schedule C. Pay for additional days are computed on the teacher's daily rate.</p> <p>** Effective August 1, 1991, the position of coordinating teacher shall be limited to employees serving in the following vocational educational assignments: Cooperative Office Education Distributive Education Home Economics Multi-Area Co-op Occupational Work Experience</p> <p>*** Head Counselor shall receive an additional \$1059.91 effective the first full pay period in 2004. The amount shall increase to \$1091.71 effective the first full pay period in 2005, and shall increase to \$1124.46 effective the first full pay period in 2006.</p> <p># "A", "B", "C", and "D" used in the salary column of Schedule D signifies an additional amount, from the table below to be added to the teacher's salary.</p>	
Amount to be effective January 1 of the year listed.	2007

Note A: Teacher in Charge

970.66

APPENDIX A: Schedule E.**SCHEDULE OF EXTRACURRICULAR ACTIVITIES AND AMOUNT PER POSITION
FOR WHICH EMPLOYEES MAY BE COMPENSATED**

Position	Amount Per Employee
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Amounts are effective for the term of the contract.

Senior High**ATHLETIC**

Athletic/Artistic Director	5,737.60	/1
Assistant Athletic Director	2,335.52	/1
Head Varsity Football Coach	5,096.11	/2
Assistant Varsity Football Coach	3,819.37	/2
Reserve Football Coach	2,868.02	/2
Assistant Reserve Football Coach	2,335.52	/2
Head Freshman Football Coach	2,880.49	/2
Assistant Freshman Football Coach	1,868.42	/2
Varsity Basketball Coach	4,144.77	/2
Assistant Varsity Basketball Coach	3,114.01	/2
Reserve Basketball Coach	2,880.49	/2
Freshman Basketball Coach	2,335.52	/2
Intramurals Coach	1,557.02	/2
Varsity Coach: Track; Volleyball; Softball; Baseball; Wrestling; Gymnastics; Swimming	2,335.52	/2
Varsity Coach: Cross Country; Tennis; Golf; Diving; Weight Training	1,557.02	/2
Assistant Varsity Coach: Track; Volleyball; Softball; Baseball; Wrestling; Gymnastics; Soccer; Swimming; Cross Country; Tennis; Golf	1,167.77	/2
Reserve Coach: Volleyball, Softball; Baseball; Soccer	1,557.02	/2
Reserve Coach: Tennis	1,167.77	/2
Freshman Coach: Volleyball; Soccer; Tennis	1,401.32	/2
Athletic Trainer	1,557.02	/2
Cheerleader Coach	1,401.32	/2
Reserve Cheerleader Coach	1,167.77	/2

ACADEMIC

Band Director (performs at all home football games)	3,114.01	/4
Assistant Band Director	1,868.42	/4
Choral Director	1,557.02	/5
Activities Coordinator	1,276.77	
Drill Team	1,557.02	
Assistant Drill Team	1,167.77	
Debate	934.20	
Dramatics	934.20	/6
Newspaper Advisor	1,557.02	/7
Orchestra Director	1,557.02	/5
Producer/Director Annual Show	1,089.90	
Yearbook Advisor	2,178.95	

**SCHEDULE OF EXTRACURRICULAR ACTIVITIES AND AMOUNT PER POSITION
FOR WHICH EMPLOYEES MAY BE COMPENSATED**

Position	Amount Per Employee
Student Council	1,089.90
Visual Aids	1,401.32
Technology Coordinator	1,401.32
Stage Manager	1,557.02
Club Advisors	662.80
Class Advisors: 12 th Grade	1,401.32
Class Advisors: 11 th Grade	1,089.90
Class Advisors: 10 th Grade	778.51
Class Advisors: 9 th Grade	778.51
Academic Coach	1,595.93
Booknet Coordinator	1,089.90
Test Coordinator	1,089.90

Middle School

ATHLETIC

Athletic Coordinator	1,557.02	
Head Football Coach	2,880.49	/2
Assistant Football Coach	1,868.42	
Head Basketball Coach	2,335.52	/2
Assistant Basketball Coach	1,401.32	/2
Intramurals Coach	1,557.02	
Middle School Varsity Coach; (Volleyball; Baseball, Track; Soccer)	1,401.32	/2
Middle School Assistant Coach: (Volleyball; Baseball)	934.20	/2
Special Sports Coach	934.20	/2
Cheerleader Coach	934.20	/2
Drill Team	934.20	/2

ACADEMIC

Orchestra Director/Activities Coordinator	934.20	/5
Band Director	934.20	/4
Choral Director	934.20	/5
Newspaper Advisor	934.20	/7
Class Advisor: 9 th Grade	662.80	
Academic Coach	662.80	
Student Council	934.20	
Visual Aids	662.80	
Middle School Technology Coordinator	662.80	
Producer/Director Annual Show	662.80	
Club Advisors	662.80	
Booknet Coordinator	934.20	
Test Coordinator	934.20	

APPENDIX A: Schedule E

**SCHEDULE OF EXTRACURRICULAR ACTIVITIES AND AMOUNT PER POSITION
FOR WHICH EMPLOYEES MAY BE COMPENSATED**

Position	Amount Per Employee
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Amounts are effective for the term of the contract.

Elementary

ATHLETIC

Intramurals Coach	934.20
Extended Physical Education	934.20
Extended Athletic Sponsor (may include basketball, Baseball, volleyball, softball, soccer or track)	
Three or four teams	841.76
Two teams	662.80
One Team	311.40

ACADEMIC

Choral Director	662.80
Instrumental Director	662.80
Safety Patrol Sponsor	662.80
Club Advisors	662.80
Student Council Advisor	662.80
Student Newspaper Sponsor	934.20
Elementary Technology Coordinator	662.80
Booknet Coordinator	662.80
Test Coordinator	934.20

District-Wide Activities

Junior High All-City Band	389.37
Elementary All-City Band	311.40
Elementary All-City Choir	155.73
All-City Honors Band	389.37

Appendix A

Salary Schedules

APPENDIX A: Schedule E.

- A. The following criteria are applicable where an employee is to receive additional compensation for activities authorized in this schedule: (a) the teacher must be assigned to extra duty and be under a supplemental contract for the position, and (b) the assignment must be performed either before or after the regular school day. This schedule does not restrict the use of an unassigned period(s) for an activity, which requires time during the regular school day.

In order to be eligible to receive a coach, a school must have a team with a published schedule.

- B. Positions on Schedule E may be job shared on a 50%/50% basis, if approved in writing by both teachers and the principal.
- C. If a principal declares a vacancy in any position, the principal shall post the vacancy in the building for five (5) working days during which time a teacher may indicate his/her preference for such position. If a vacancy is not filled by a teacher in the building, the principal may declare a vacancy system-wide and, if so, shall distribute a notice of vacancy to each school and consider any applications received within ten (10) working days of the date of distribution. The principal shall consider all teachers who have indicated their preference for a position and shall appoint a district teacher unless no current teacher applies who is qualified for the position. If two or more district teachers apply for the position, the principal shall consider their training, experience, and individual qualifications and the number of other extra-curricular activities to which the teachers are assigned. If those factors are substantially equal, seniority shall control the choice. However, if a position must be filled before the above procedure can be completed, the principal may temporarily assign a teacher to fill the position on a temporary basis until the procedure has been completed. The principal shall announce the names of those teachers awarded supplemental contracts within five (5) days of selection. The above procedure shall not apply to the selection of teachers to fill the positions of Athletic Director, Head Varsity Football Coach, and Head Varsity Basketball Coach, where Board Procedure 415.5 shall apply instead.

A list of all schedule E positions that are filled or vacant at each school shall be available in the school office at the end of the first and third quarters. Name and contract amount shall be included in the list. In addition, the Board shall provide the Federation a list of the positions filled and submitted to the Board for approval. The list shall include the name, supplemental position, school, regular positions and school, and supplemental salary.

- D. Supplemental contracts specifying the amount of compensation shall be issued to all teachers who are assigned to positions under Schedule E prior to the time of supplemental employment or as soon thereafter as possible. Where a supplemental contract has not been issued to a teacher assigned to an extracurricular position prior to the time of supplemental employment, the principal shall provide the teacher with written confirmation of his/her assignment and of the compensation that he/she is to receive. A teacher who is replaced as a coach or extra-curricular activity sponsor shall be notified that his/her supplemental contract will not be renewed at least 60 days prior to the date that the supplemental employment begins. Such notice shall not be required if the teacher transfers to another school. Individual supplemental contracts will be revised in accordance with this provision effective for the 2007-08 school year. Payment shall be made during the pay period following completion of the supplemental employment or as soon thereafter as possible.
- E. The listing of an amount by any position does not require the Board to staff such position with one or more employees.
- F. Ten per cent (10%) of the base amount shall be paid as an experience increment for five (5) or more years of experience in the same sport (e.g., football, basketball) or activity (e.g., student council, band) regardless of grade level in the Cincinnati School District.
- G. Principals may require anyone serving in a Schedule E position to submit goals annually for the program or activity.
- H. The ILT (or TBC and the principal at schools without ILT's) shall develop an extracurricular (Schedule E) plan by May 15 annually, taking into consideration gender equity. Any unused money (from athletic or non-athletic activities) shall be returned to form a pool of money from which any school may apply to provide additional athletic or non-athletic programs at their schools. A joint committee of teachers and administrators shall develop the guidelines and approve any additional allocations to schools.
- I. The number and type of coaches funded by Schedule E, for each sport, shall be limited to those as defined in Schedule E.
- J. Career Technical Clubs:

Each high school principal shall identify vocational teachers whose services as vocational club advisor includes student activities beyond the teacher's work day. These teachers shall receive a supplement of \$200 for these services. A vocational teacher shall not be paid more than one vocational club advisor supplement per school year.

To be eligible for an Assistant Senior High Coach for the Track, Wrestling, Gymnastics, Swimming, or Cross Country programs, there must be 15 members in the program; for an Assistant Volleyball Coach there must be 30 members; and for an Assistant Golf Coach there must be 10 members.

To be eligible for an Assistant Middle School Coach for the Volleyball, Baseball, Softball, or Track programs, there must be 15 members in the program;

- 1/ Amount includes pay for supervising assigned activities related to the position before and after the regular school year as stated in the position description.

Appendix A **APPENDIX A: Schedule E.**

Salary Schedules

- 2/ Amounts include the responsibilities of practices and conditioning before the regular school year, or practices during holidays, as stated in the position description.
- 3/ Amount includes pay for at least two performances outside the school day, at least one of which will include the entire ensemble.

- 4/ Amount specified includes pay for necessary practices before the regular school year and assistance with the annual show. For senior highs, the Band Director and Assistant Band Director may share directing the band at home basketball games.
- 5/ Amount specified includes time to assist with the annual show.
- 6/ Amount specified includes time to direct a minimum of two productions during the school year and to assist with the annual show.
- 7/ Amount specified includes time to publish a minimum of four issues.

Supplemental Schedule E Fund

A supplemental allocation equal to 2.5% of the total funds allocated to schools by Schedule E shall be made available to district high schools, which offer an extensive extra-curricular program. High schools may apply to a committee consisting of two teachers appointed by the Federation and two administrators appointed by the Superintendent, which shall allocate the funds based on the number of athletic and non-athletic activities offered and the number of students participating.

- A. The Board shall pursue changes to applicable athletic association rules to permit K-8 schools to field teams in football, volleyball, basketball, softball, and other appropriate team sports. If successful, the parties shall agree to changes to Schedule E salaries and funding to accommodate the additional activities.
- B. The total funds allocated to schools by Schedule E shall not be reduced by the reconfiguration of schools above.

APPENDIX A: Schedule G.**SALARY SCHEDULES FOR WEEKLY, DAILY, AND HOURLY RATES FOR TEACHERS**

Effective first full pay period of the year listed. *contingent upon contract re-opener

		<u>School Year</u>		
		<u>2007</u>	<u>2008</u>	<u>*2009</u>
<u>Extended Employment</u>				
Coordinating Teacher/j	Hourly	27.26	27.81	
Home Instructor	Hourly	33.44	34.11	
Outdoor Camp Sponsor/a	/a	39.01	39.79	
Teacher/b	Hourly	247.11	252.05	
	Hourly	27.26	27.81	
Teacher-in-charge/i	Hourly	33.44	34.11	
Textbook Selection/c		39.01	39.79	
<u>In-Service /d</u>				
Coordinating Teacher/I	Hourly	33.44	34.11	
Teacher	Hourly	29.29	29.88	
<u>Summer School</u>				
Coordinating Teacher/I	Hourly	33.44	34.11	
Teacher	Hourly	26.29	29.88	
<u>Special Assignment</u>				
<u>Substitute Teachers</u>				
Class A /f	Daily	112.05	114.29	
Class A /g		121.96	124.4	
Class I	Daily	100.53	102.54	
Class III	Daily	113.66	115.93	
Class IV	Daily	113.66	115.93	
Retired	Daily	112.05	114.29	
Extended Employment	Hourly	27.26	27.81	
Extended Employment/b		33.44	34.11	
Summer School	Hourly	29.29	29.88	

a/ Amount specified includes pay for camping period of five (5) days and four (4) nights.

b/ The lower rate is paid whenever a teacher is assigned tutorial duties.

Dial-a-Teacher staff is paid the following in addition to the above rate: after 3 years experience-\$1.25/hr. additional; after 5 years experience-\$1.25/hr. additional; after 7 years experience-\$1.25/hr. additional

Dial-a-Teacher staff will be credited with one year of service for every 210 hours of service, provided

the teacher submits a written request for such.

c/ Amount specified is payment for participation in and completion of the textbook selection process.

APPENDIX A: Schedule G.

SALARY SCHEDULES FOR WEEKLY, DAILY, AND HOURLY RATES FOR TEACHERS

- d/ When paid in-service training is assigned, the rate for each hour of such assignment shall be as specified above, except where state or federal law establishes a lower rate. This provision does not limit the assignment of in-service training without pay.
Effective first full pay period of the year listed.
- e/ Any certificated employee whose work assignment is continued on a full time basis in the same or a comparable position beyond his/her normal term of employment shall be paid at the same rate as is applicable to the normal term of employment in the contract year in which the extended time falls.
- f/ Class "A" substitute teachers hold standard certification.
- g/ The higher rate is paid after ten (10) days of continuous service in a given classroom assignment, for the duration of the assignment.
- h/ An additional stipend of \$9.40 above the substitute's current rate for every day in the same assignment, after 10, up to 20 days or from the first day if filling a vacancy.
- i/ In schools without an assistant principal, a teacher may be designated as teacher in charge in the principal's absence. Such teacher shall be paid for one additional hour at extended employment rate for each day that the principal is absent for more that one-half of the school day.
- j/ Coordinating teacher shall refer to the individual teacher responsible for planning, designing, and implementing the activity.

FEDERATION OF TEACHERS NON-MEMBER FAIR SHARE PAYMENTS
IMPLEMENTATION PROGRAM AND APPEAL PROCEDURE1. Fair Share Fee Determination

Prior to the commencement of each school year, the CFT/ACPSOP shall obtain an independent audit from a certified accountant selected from a list of three certified accountants with offices in Cincinnati, Ohio, submitted to the CFT/ACPSOP upon written request, by the Board's Treasurer. The selected independent auditor shall continue to serve unless a new selection process is initiated, in writing, by the CFT/ACPSOP. The accountant will prepare a detailed analysis and audit of CFT/ACPSOP expenditures in the preceding school year, verifying that portion of the CFT/ACPSOP's union dues, which may be appropriately charged to non-members through fair share fee under federal and state law.

Prior to the commencement of each school year, the Executive Committee of the CFT/ACPSOP shall set the fair share fee for the upcoming school year, in strict conformity with the audit and report of the accountant described above, and the CFT/ACPSOP's anticipated collective bargaining expenditures for the coming year. The CFT/ACPSOP shall communicate the fair share amount to the Board at least (14) days prior to the issuance of the first paycheck to the teachers and office personnel at the beginning of each school year.

2. Notification To Non-Members Of Fair Share Fee and Right to Appeal

The CFT/ACPSOP shall prepare, date, and distribute prior to the distribution of the first paycheck to teachers in September of each school year a notice to non-members, which shall be distributed and published as required in the agreement between the CFT and the Board and ACPSOP and the Board. The notice shall incorporate the accountant's audit report including an identification of those amounts considered to be chargeable and non-chargeable to non-members, pursuant to federal and state law, and shall describe the rights of non-members to object to the amount of the fair share fee set by the CFT-ACPSOP.

3. Filing Objections To Fair Share Payments

Any non-member employee making fair share payments may object to the fair share calculation on grounds that the fee charged is contrary to state or federal law. Any such objection may be made by the objector individually by sending a letter addressed to the CFT President, or the ACPSOP President, 1520 Madison Road – Suite 101, Cincinnati, Ohio 45206-1777 stating any objections, the desire to invoke the CFT/ACPSOP appeal procedure, and objector's address and bearing the objector's signature. The letter must be postmarked or delivered at any time after notice by CFT/ACPSOP of the amount of the fee, as required by the respective Collective Bargaining Agreements, but before the thirtieth (30th) day following the first deduction of the fee from the objecting CFT/ACPSOP non-member's earnings.

Appendix B

Fair Share Procedures

4. Escrow Arrangements

Upon the CFT/ACPSOP's receipt of a letter invoking this procedure, the CFT/ACPSOP shall deposit in an escrow account, separate from all other CFT/ACPSOP funds, the amount of fee payments received on behalf of the objector that is fairly placed at issue by any objections, but not less than ten (10%) of the fair share fee as verified by any independent auditor. CFT/ACPSOP shall furnish the objector with independent verification of the terms of the escrow arrangement, and upon request by any objector, shall report the status of the escrow account.

The escrow account will be established with and maintained by a federally insured commercial bank with offices in Cincinnati, Ohio, and the escrow agreement shall provide that the escrow account will be interest bearing at the highest available rate; that the escrowed funds remain intact until the final disposition is provided for herein; and that the escrowed funds will terminate and the fund therein be distributed only by the term of an ultimate award, determination, or judgment including any appeals or by the terms of a mutually agreed settlement between the CFT/ACPSOP and any objector(s).

5. Appeal Procedure

Within sixty (60) days following the first deduction of the agency fee from the paychecks of objecting non-members at the beginning of the school year, the CFT/ACPSOP's Executive Committee shall meet to consider all written objections received by CFT/ACPSOP and may respond to such objections by either voluntarily reducing the agency fee for all non-members, or by notifying the objectors that the agency fee will remain as originally calculated. The decision of the Executive Council shall be dated and reported in writing to all objectors. Within such sixty (60) day period, CFT/ACPSOP shall provide to the American Arbitration Association (AAA), copies of all objections received to date during the school year, and the names and mailing addresses of the objectors. At that time, CFT/ACPSOP shall request the AAA to commence arbitration proceedings, pursuant to the AAA's rules for Impartial Determination of Union Fees.

Thereafter, the AAA will appoint an arbitrator, select a hearing date, and otherwise administer the arbitration proceeding in accordance with such Rules.

To the extent possible, the arbitrator shall schedule the arbitration during hours after the regular school day, or on weekends or holidays, so as to avoid disruption of the participants' performance of their regular duties for the Board or CFT/ACPSOP.

6. Arbitration Proceedings

The fees and any expenses of the arbitrator, and the costs of reproducing records agreed to or ordered by the arbitrator shall be borne by CFT/ACPSOP. Any party may record or transcribe the hearing at its own cost.

Non-members who do not object to the agency fee shall not be entitled to any portion of the escrowed funds, nor shall non-objectors be entitled to any rebate of agency fees already paid, should the arbitrator order a reduction of the agency fee for the year in question. If the arbitrator rules that the agency fee should be reduced, the agency fees paid by all non-members from that date forward in the school year shall be reduced accordingly.

CFT/ACPSOP shall not be responsible for payment of any lost wages or compensation incurred by objectors as a result of participating in the arbitration.

The decision of the arbitrator with respect to the objections made to the agency fee will be final and binding upon all parties.

7. Objections Received From Newly-Hired Employees During The School Year

Newly hired employees are obliged under §130.e.1. of the CFT Collective Bargaining Agreement and Article IV, A of the ACPSOP Collective Bargaining Agreement to commence the payment of the fair share fee with the first paycheck due following the sixtieth (60) day after initial employment. Such newly hired employees may exercise their right to object by following the objection procedure described above within thirty (30) days of their first fair share fee payroll deduction for non-members of CFT/ACPSOP.

Upon receipt of such objections, CFT/ACPSOP shall forward the objector's name to AAA for the purpose of consolidation of such objection with any ongoing arbitration, and CFT/ACPSOP shall also commence an escrow of the appropriate amount of the objector's fair share fee.

If the objection is forwarded to AAA subsequent to the commencement of a fair share fee arbitration hearing during the ongoing school year, then the objector's fair share fee has an opportunity to participate in the subsequent year's arbitration, and upon such agreement, any funds escrowed for such objector shall be distributed in accordance with that arbitration decision.

8. Arbitration Award

The arbitrator shall issue a written award, based on the evidence and relevant provisions of the Collective Bargaining Agreement and federal and state law, determining whether the fair share fee was appropriately calculated and, if not, what the appropriate calculation should have been. The award shall be final and binding on all parties. The applicable escrow funds and the interest accrued thereon shall be disbursed pursuant to the award unless an action for judicial review, or review by SERB, is filed and served within thirty-five (35) days of the date of the award.

9. Religious Objections to Fair Share Fees

Any objections to the payment of fair share fee based upon religious beliefs shall be handled in accordance with O.R.C. 4117.09 (C), which provides:

"Any public employee who is a member of and adheres to established and traditional tenants or teaching of a bona fide religion or religious body which has historically held conscientious objections to joining or financially supporting any employee organization and which is exempt from taxation under the provisions of the Internal Revenue Code, shall not be required to join or financially support any employee organization as a condition of employment. Upon submission of proper proof of religious conviction to the State Employment Relations Board, the Board shall declare the employee exempt from becoming a member of or financially supporting an employee organization. The employee shall be required in lieu of the fair share fee, to pay an amount of money equal to such fair share fee to a non-religious charitable fund, exempt from taxation under Section 501(C)(3) of the Internal Revenue Code, mutually agreed upon by the employee and representative of the employee organization to which the employee would otherwise be required to pay the fair share fee. The employee shall furnish to the employee organization written receipts evidencing such payments, and failure to make such payments, or furnish such receipts shall subject the employee to the same sanctions as would non-payment of dues under the applicable collective bargaining agreement."

APPEAL PROCEDURES

- I. Appraisees have the right, at any time, to appeal alleged procedural violations and to submit rebuttals to observation report forms or other data included in the appraisal documentation. They also have the right to appeal the final appraisal reports. Upon request, the representative teacher organization may provide the following services:
 - A. Review data pertinent to the appraisal.
 - B. Advise the counsel appraisees regarding their rights and suggest possible courses of action.
 - C. Represent appraisees pursuing the appeal procedures.
- II. The steps in the appeal procedure are as follows:
 - A. Appraisees may request conferences with appraisers to clarify and/or question alleged violations of the process and the accuracy of data.
 - B. Appraisees may submit written rebuttals to documentation used in the appraisal process.
 - C. Issues which are not resolved with the appraisers to the appraisees' satisfaction may be appealed in writing to the appraisers' immediate superordinates.
 - D. If issues are not resolved satisfactorily in Step C, written appeals may be submitted to assistant superintendents.
 - E. If issues are not resolved satisfactorily at the assistant superintendent's level, written appeals may be submitted to the Superintendent.
 - F. Time periods for appears and responses to appeals – Requests for conferences with the appraisers, written rebuttal statements and written appeals must be submitted within five working days from the date of the alleged violation or receipt of a written response from appraiser or other administrator. Appraisers or administrators to whom appeals are submitted shall respond in writing within five working days. Conferences concerning written appeals are conducted only upon invitation of administrators when additional clarification is needed.
 - G. When a formal grievance is filed regarding an appraisal issue which is being appealed, the grievance shall take precedence and the appeal shall be deferred temporarily pending resolution of the grievance.

Appendix D1

CAREER-IN-TEACHING PROGRAM AGREEMENT

INTRODUCTION

America today is in the midst of unprecedented national concern about the quality of education. Studies decry the exodus of experienced teachers from the profession, the low achievement of students, the stagnancy of the profession resulting from limited professional growth opportunities, limited opportunities for communication and collaboration, and a public perception of a lack of accountability within education.

These and many other challenges faced the Career Ladder Committee which assembled at its first meeting in August of 1987. This joint Federation/Administration committee spent long hours exploring, developing and defining the parameters of our shared, professional visions. All committee members had an ultimate vision of improving the quality of education for students, of improving the degree of communication and collaboration among professionals, and of raising the public confidence in schools. The development process included the review of current literature, the investigation of research and projected trends in teacher development, communication with educators at the national, state and local levels, and presentations about both state and local teacher development programs. This initial process resulted in a concept paper which served as the basis for further development.

The 1988 Collective Bargaining Agreement was negotiated using the "principled" negotiations process based on methods developed at the Harvard Negotiations Project. The guiding principles, practices, and guidelines assimilated in that process were applied to the development of the Career in Teaching Program. The Collective Bargaining Agreement provided the framework for the program. In August 1988, a joint Cincinnati Federation/Administration Committee began the formidable task of drafting a detailed plan. The Committee met an average of once a week during the development phase. An open forum to allow professional educators and educational consumers to share their viewpoints was provided. All teachers and administrators were provided the opportunity to complete a survey in an effort to obtain data on their perceptions of the roles and responsibilities for lead teachers.

The Committee issued its report in October 1989. The Board and Federation completed final negotiations and ratified the Career in Teaching Program in February 1990. Subsequently, the parties amended the Career in Teaching Agreement, effective September 1991. In 2000, the Program was further improved by implementation of Teacher Quality amendments, including a revised teacher evaluation and compensation plan.

The Teacher Quality Program as amended will provide incentives to attract and retain quality teachers in the profession, will improve and encourage teachers' professional growth opportunities, will expand opportunities for collaboration among professional educators, and will give teachers broader roles and responsibilities which will improve student achievement and provide better schools for children and teachers.

TEACHER QUALITY LEVELS AND ADVANCEMENT

The Teacher Quality Program identifies five career levels plus a lead teacher category with a lead teacher stipend. These levels will be applied to all teachers beginning their teaching career in school year 2000-01. All lead teacher applicants and lead teachers who are to be reevaluated in 2001-02 as well as all other teachers evaluated during the phase-in process will be evaluated using the new Teacher Quality evaluation system, and will be placed on the new compensation program effective 2002-03. The levels are:

Level 1 – Apprentice: An apprentice is a teacher without previous teaching experience. The apprentice level prepares teachers for pursuing a career in teacher. All teachers new to teaching begin their employment with the district as an apprentice. The apprentice teacher must have at least a temporary license. The apprentice will have a comprehensive evaluation conducted in the first year of apprentice status, and again in year two if the apprentice fails to move to the novice level. The apprentice teacher will be nonrenewed at the end of the first year if s/he fails to achieve a score of two or better in domain 3 and at least one other domain or, at the end of the second year, if novice status has not been attained.

Level 2 – Novice: A novice is a teacher who has met licensure requirements and is working to develop the skills required for a career in teaching. The novice teacher must have achieved a score of two or better in all domains and must have satisfied all requirements of IPDP and passed Praxis 3 and obtained an initial license. Annual assessments will be conducted in each of the first two years as a novice and a comprehensive evaluation in year three. As a result of the comprehensive evaluation the teacher will either be placed at the career or higher level depending on their domain scores or remain a novice. If the teacher had any domain scores of 1, s/he must undergo a comprehensive evaluation during year 4. Otherwise, the teacher may, at his/her option, undergo a comprehensive evaluation or an annual assessment during year 4. The teacher will be nonrenewed/terminated at the end of the fifth year as a novice if career status has not been attained.

Level 3 – Career: A career teacher is a teacher who has demonstrated the skills needed to have a career in teaching. A career teacher has scores of at least 3 in each of the domains, but does not place in a higher level, and

has an approved IPDP. The career teacher must undergo a comprehensive evaluation at least every five years but no more frequently than every other year. The results of the evaluation determine the teacher's continued placement at the career or other level. The first year assigned to career level, a teacher may not undergo a comprehensive evaluation.

Level 4 – Advanced: An advanced teacher who is continuing to master the art of teaching, demonstrating a distinguished level of teaching in some domains. The teacher has a score of four in Domain Three, four in at least one other domain, and all other domain scores of three, and has an approved IPDP. The advanced teacher must undergo a comprehensive evaluation at least every five years but no more frequently than every other year. The results of the evaluation determine the teacher's continued placement at the advanced or other level. The first year assigned to advanced level, a teacher may not undergo a comprehensive evaluation.

Level 5 – Accomplished: An accomplished teacher is a teacher who has demonstrated outstanding teaching. The teacher must achieve a score of four in all domains and have an approved IPDP. The accomplished teacher must undergo a comprehensive evaluation at least every five years but no more frequently than every other year. The results of the evaluation determine the teacher's continued placement at the accomplished or other level. The first year assigned to accomplished level, a teacher may not undergo a comprehensive evaluation.

LEAD TEACHER PANEL

A six-member Lead Teacher Panel shall be appointed by CFT and the Board. The term of each member shall be no longer than 3 years. There shall be co-conveners, one appointed by the Federation and one appointed by the Superintendent. The Federation shall appoint lead teachers to serve as members of the Panel. The Panel will develop and implement the process for credentialing the lead teacher applicants from among the Advanced and Accomplished teachers and recommend additional roles and responsibilities for lead teachers but will not assign lead teachers to positions. The panel has the authority to make procedural decisions necessary to implement the plan; to interpret and apply provisions of the plan; but not to amend the plans.

LEAD TEACHERS

Lead teacher positions within one school may be shared.

To maintain the quality of lead teachers when grades are phased out of schools, these schools may be given flexibility in defining lead teacher positions. This may include but is not limited to: sharing lead teacher positions, combining departments to qualify for lead teacher positions, or maintaining lead teacher staffing in year 3 of phase-out consistent with teacher staffing in year 2.

Lead teachers as defined in the Teacher Quality Program Agreement shall accept assignments, including teaching assignments, meeting the district's instructional needs. Advancement to the level of Lead Teacher shall not be automatic. Lead teachers' duties may include the following: consulting teachers, teacher evaluators, curriculum specialists, professional staff development specialists, demonstration teachers, subject leaders, team leaders, and program facilitators.

A teacher shall be considered for designation as a lead teacher and for any lead teacher role, notwithstanding the current staff racial balance at the school of his/her current assignment.

Teachers applying for lead teacher credentials effective 2001-02 must hold advanced or accomplished teacher status. Teachers will lead teacher credentials obtained before September 2000 will retain their credentials unless they lose their advanced or accomplished status through the evaluation process.

Roles and Responsibilities of Lead Teachers

The primary and most important role of as a lead teacher is to support quality instruction to students. Lead teachers will serve at both the local and district level, in the roles described below. The descriptive position titles relating to each role are listed. By agreement, the parties may create new roles or position titles or amend those listed below.

Assessors observing, assisting, and, when appropriate, evaluating other professions.

Consulting Teacher/TE assists and evaluates teachers in the Peer Assistance and Evaluation Program.

Curriculum Specialist assists in the development and/or implementation of curriculum; demonstrates the use of

educational technology within a given subject area; provides ongoing support to teachers in specialized or small teaching fields.

Consultants

conferring with and advising professional educators and educational consumers in an area of Expertise.

Student Specialist

demonstrates to and consults with all staff regarding a specialized group of students, such as a high risk, gifted/talented, handicapped.

Parent Education Specialist provides services to community and parents for the purpose of increasing participation in the educational program.

Demonstrators

explaining, exhibiting, and teaching in order for others to benefit from an area of expertise and specialization; teaching in classroom open to observation in order for others to benefit; piloting new programs; disseminating research, and providing inservice training on instructional techniques and curriculum.

Demonstration Teacher

serves as a model teacher that others can freely observe; works with a wide range of teachers.

Clinical Faculty

serves as adjunct university faculty member in a professional practice school or in other teacher education programs operating within the district.

Coordinators

managing and directing appropriate teaching-learning activities within the school and/or school district.

School wide Lead Teacher

serves as a lead teacher in a K-6 or K-8 non team-based school. Leads professional development at school site; mentors new teachers in the school's reform model or program; serves on the Instructional Leadership Team (ILT); and works with the ILT to develop the OnePlan, is responsible for test coordination.

Team Leader

serves as instructional leader of the team; leads team to improve instructional and achievement taking responsibility for the effective functioning of the team; determines with the team instructional strategies for the year; assists teachers being evaluated and, when appropriate, coordinates their efforts with the evaluator(s); represents the team on the ILT; conducts team meetings; mentors and coaches team members; submits team meeting minutes and quarterly reports to the principal; coordinates the analysis of student achievement data, facilitates the implementation of the Standards in Practice process; and facilitates team communication with parents.

**Subject Area Leader
(Department Chair)**

serves at the local school providing instructional leadership to other professionals; serves as a mentor for new teachers at the local school level; assists teachers new to the building upon request.

Program Facilitator

serves as a catalyst for new or special programs during their first two years; responsible for the successful implementation of the program.

**Educational Service
Personnel Specialist**

provides appropriate leadership to specialized position classifications, such as counselor, psychologist, visiting teacher, librarian, and teacher librarian; serves as a mentor for new educational service personnel; serves as a consultant offering voluntary confidential assistance to other educational service personnel in order to improve their skills.

All lead teachers must attend 4-6 district wide lead teacher meetings per year.

Position descriptions are available for the roles listed above, except for the Schoolwide Lead Teacher. That position description will be developed by the Panel. Any new roles shall have the position description developed by a subcommittee of the Career in Teaching Panel with the guidance of the Human Resources Department and with substantial input from the parties to be served by the position.

The Board or a school may create additional jobs within roles and position titles contained within the plan. If the Board or a school desires to create a new position that does not fall within the roles and position titles contained within the plan, the parties will seek agreement to amend the plan or negotiate regarding terms and conditions of employment for the position outside the plan. If the parties are unable to agree, the Administration may create and fill the job. However, such action is subject to challenge by CFT through remedies available under the Collective Bargaining contract and applicable law.

CREATION OF NEW POSITIONS

Any positions that fall within the roles or position titles contained within the plan shall be filled by lead teachers in accordance with the provisions of the plan.

LIMITS ON LEAD TEACHER TERMS

No teacher shall serve in a full-time released position more than three years, except in the following cases teachers working in a program funded by an external grant if, prior to the position being posted, the Lead Teacher Panel recommends the position be identified as a full-time released position for up to four years. Approval by the Federation President and Superintendent is also required. Otherwise, after serving the maximum term, a lead teacher may reapply and may be reselected if s/he is assigned to teach at least two periods at the secondary level or an equivalent amount of time at the elementary level. If the position is continued as a full release time position, another lead teacher shall be assigned to the position.

When an out-of-classroom lead teacher completes the assignment, he/she may reapply for the same position or another out-of-classroom position, if the teacher is assigned to teach at least half time.

LEAD TEACHER CREDENTIALING PROCESS

The Application and Credentialing Process

The Lead Teacher Panel shall review and evaluate the teacher's qualifications for lead teacher status. Application period(s) shall be determined by the Lead Teacher Panel, allowing all eligible teachers who desire consideration the opportunity to complete a standard application form. Teachers seeking lead teacher status must be at the advanced or accomplished level on the Teacher Evaluation System prior to submitting an application. Teachers who hold National Board Certification need only go through the application process to be credentialed as a lead teacher; however their next comprehensive evaluation must place them at the advanced or accomplished level to retain their credentials. Teachers who have not had a comprehensive evaluation and who have had five years of consistently satisfactory or above teaching of which the last three have been, at the minimum, half-time employment in the Cincinnati Public Schools, and who are currently full-time shall have the opportunity to apply to the Lead Teacher Panel for lead teacher status. If the application is accepted prior to October 15, the teacher will have a comprehensive evaluation that year.

The Career in Teaching Program is committed to having lead teachers reflect the diversity in the CPS teaching staff. This application shall include such information as teaching experience, professional growth activities, educational background, career plans, and a statement as to why one desires to be a lead teacher. Also included will be a statement on how the applicant has implemented his/her beliefs about teaching. The application will be reviewed and assessed by the Panel based on the following criteria:

Lead teachers must demonstrate through their application and interview:

- leadership in their profession.
- effective communication skills.
- involvement of parents and the school community in their education program.
- teaching techniques and curriculum development which are effective with children from all backgrounds and abilities.
- a consistent pattern of professional growth.
- articulation of their convictions about teaching.
- cooperation and collaboration with others.
- commitment to teaching as a career.
- how the applicant has translated his/her educational philosophy into an effective and meaningful instructional program for children.

The credentialing process shall include a review of the applicant's personnel file and interviews with peers and others as determined by the Lead Teacher Panel. Applicant's personnel file will be reviewed and peers interviewed to insure that candidate's ability to work well with other teachers. All applicants will be notified of their status in writing by the close of the school year. The lead teacher assessment and selection procedure will assure that teachers assessed and credentialed the second semester of any school year have full opportunities to apply for lead teacher positions for the following school year. Those who successfully complete the application by meeting the basic criteria will proceed to phase two. Any teacher not meeting these criteria will be sent a summary sheet identifying the unmet criteria and may not reapply during the next application period. All applicants have the opportunity to appeal the Panel's decision according to the appeal procedures outlined in this document.

Applicants for and teachers serving in lead teacher positions may not also be applicants for an administrative position or participants in the screening process for such positions. However, teachers may withdraw such applications or requests in order to apply for a lead teacher position. A lead teacher in a position may not be appointed to an administrative position while serving as a lead teacher.

Teachers with 22 or more years of experience as of September 1, 2000 who apply to be a lead teacher must have a comprehensive evaluation. If the scores on that evaluation do not support the teacher's eligibility for lead teacher status, the teacher may withdraw the application and remain on the existing compensation system.

Lead Teacher Panel and/or consulting teachers, as determined by the parties, will conduct the interviews of applicants.

Report to Panel/Credentialing

The Lead Teacher Panel shall review the teacher application and any other related forms and documentation prior to making a final determination for lead teacher credentialing. At least two-thirds of the members of the full panel are required to credential someone to become a lead teacher. If the panel is tied, the decision is sent to the four-member Appeal Panel. The Appeal Panel must confirm the decision by at least a three-fourths majority of the full panel. If the Appeal Panel is tied, the teacher may apply the following year.

Those individuals who are unsuccessful in the credentialing process shall be informed by the Panel and provided a summary sheet and other documentation developed by the Career in Teaching Panel aimed at assisting the teacher in developing a program of professional improvement. Unsuccessful applicants may not reapply during the next application period. All applicants have the opportunity to appeal the Panel's decision according to the appeal procedures outlined in this document.

Reevaluating Lead Teachers

Those credentialed as lead teachers shall be reevaluated at lead every five years under the Teacher Evaluation System. If the status falls below advanced, the teacher loses lead teacher credentials. Upon returning to advanced or accomplished status within five years, the teacher will regain lead teacher credentials.

Rehiring Lead Teachers

Retirement shall not automatically terminate lead teacher status if the teacher is re-employed within his/her credentialed period.

COMPENSATION OF LEAD TEACHERS

The compensation for each lead teacher position is as follows. These figures are over and above the contractual salary.

	Released Time	\$Amount	Additional Days
Subject area leader: At least 5 but less than 12 members 12 or more members		\$6000 \$6500	5 5
Team Leader/Building Level Leader – at least 4 members	0	\$6000	5
School-wide Lead Teacher At least 5 but less than 12 members 12 or more members	1 period 1 period	\$6000 \$6500	5 5
Consulting Teacher	All day	\$6500	5
Curriculum Specialist	Minimum ½ day	\$5500	5
Curriculum Council Chair	1 period or equivalency	\$6500	5
Program Facilitator Building Level District Level		\$6000 \$1500 – \$6500	5 0 - 5

Lead teachers shall be paid quarterly.

Some of these positions may need additional days beyond those listed above. These days will be compensated at the teacher's daily rate of pay.

The stipend for other lead teacher positions established or implemented in the future may be greater than or less than the amount determined for the 1991-92 positions.

Lead Teachers – Use of 5 Days Extended Time

The five extended days of the lead teacher's assignment shall be within the scope of the lead teacher responsibilities at the local school or site. The scheduling of these days shall be determined by the building administrator. However, newly appointed lead teachers shall receive a one-day orientation/training session designed by the CTP and the Program Facilitator at the commencement of their assignment, within the five days.

ANNUAL NEGOTIATIONS

Pursuant to §§170.1.d, the number of lead teacher positions shall be determined annually by the needs of the district in the Lead in Teacher Budget Agreement, but shall be at least ten per cent of the bargaining unit subject, however, to agreement of the parties on the availability of funds, on the program budget and on distribution of lead teacher positions for each year.

The Career in Teaching Budget Agreement including specific number and types of lead teacher positions, shall be determined during annual negotiations beginning on or about February 1. Such reopener, however, shall not provide the Federation with the right to strike, nor the Board with the right to unilaterally implement, and shall not subject the parties to impasse resolution procedures set forth in O.R.C. §4117.14.

SELECTION OF LEAD TEACHERS FOR POSITIONS

Credentialed lead teachers will be able to apply for lead teacher positions within the district as they develop. Available lead teacher positions will be posted and filled annually. Lead teachers must reapply for any position at the end of their term.

Selection of Lead Teachers for School Level Positions

Selection of lead teachers for school level positions, including program facilitators functioning at the school level, shall be governed by the following provisions. The principal or designee shall convene a screening panel composed of the principal/designee and no more than four teachers from the candidate's department (or other teachers who will be served by the lead teacher). The teachers for said screening panel will review the credentials of, and interview, candidates. The teachers will be selected by their respective departments. Following the interviews, the screening panel will consider all of the candidates based on the needs of the school. The panel will recommend up to 3 acceptable candidates. However, if there are fewer than 5 candidates, the panel will recommend up to

two acceptable candidates. The principal shall either (a) select one of the acceptable candidates or (b) reopen the selection process using the same process as outlined above.

Lead teacher candidates from within the building where the vacancy occurs must be interviewed by the screening panel along with any other lead teacher who has been identified by the screening panel to be interviewed.

All vacancies will be announced. All deliberations regarding the assessment of candidates shall be done in a discreet and confidential manner.

Selection of District Level Lead Teachers

Selection of non-building level lead teachers will be made by the administration based on training, experience and individual qualifications of the applicants. If these are substantially equal, seniority shall control the choice.

If a district level lead teacher position serves a district wide constituency, the selection process shall be the same as above, except the selection panel shall be selected by members of that constituency. The Federation shall facilitate the selection of the screening panel, when necessary. The administrator in the selection process shall be the administrator to whom the lead teacher reports. If a district level lead teacher position has no constituency, then the Federation shall select the members of the selection panel.

A teacher shall be considered for designation as a lead teacher and for any lead teacher role notwithstanding the current staff racial balance at the second of his/her current assignment.

Selection of Non-Lead Teachers for Lead Teacher Positions

All lead teacher positions shall first be offered to credentialed lead teachers through the lead teacher selection process. If no lead teacher qualified for the position applies, then the position can be offered to a non-lead teacher through the lead teacher selection process with the following provisions:

- A. The non-lead teacher is required to apply for lead teacher credentials during the next application period, if eligible. If not eligible, the lead teacher position will be reposted the following year, unless funding restrictions do not allow a change in personnel.
- B. The non-lead teacher shall continue in the position as long as he/she is pursuing lead teacher credentials in a timely manner.
- C. The non-lead teacher serving in a lead teacher position shall receive a stipend of \$3,000.

Lead Teacher – Right to Return

Lead teachers shall have the right to return to the same schools and to the same or similar assignments without loss of seniority provided they exercise the right no later than the expiration of their first term. All rights in existence at the time a position was accepted will be retained. If the lead teacher's position is eliminated during the lead teacher's first term in the assignment, the teacher has no rights to a position in that school. If this occurs during the first term away from the sending school, the teacher returns to the original sending school. If this occurs in any subsequent terms away from the sending school, no specific assignment will be guaranteed. Lead teachers shall receive increments above their salary in recognition of the additional time worked and additional responsibilities. A lead teacher exercising his/her rights above must provide written notification to the Director of Human Resources by March 15.

When a district-wide, out-of-classroom lead teacher completes the assignment, he/she may re-apply for the same position or another out-of-classroom position, if the teacher is assigned to teach at least half-time. If the teacher is not selected for such position and does not accept such a position through the interview process, the district may place such teachers into vacant positions in identified areas of need (i.e. hard to staff schools or certification shortage). When a school based out-of-classroom lead teacher completes the assignment, he/she may re-apply for the same position or another out-of-classroom position, if the teacher is assigned to teach at least half-time. Lead teachers in school-based positions retain current return rights to their original school.

Lead Teacher Performance Review

Lead teachers report to the principal and are responsible to the principal and their constituents. Lead teachers shall provide quarterly reports to the principal and screening panel during their term, describing their activities toward satisfying the goals described above. The continuation of lead teachers in a position shall be based on attainment of the team, department or level's goals and on the lead teacher's performance of the job descriptions duties and responsibilities. A lead teacher may be removed from a position effective at

the end of a school year, by agreement of the principal and the screening panel for the unit, provided the lead teacher is notified by March 10.

Training for Lead Teachers

Provisions shall be made for all lead teachers to successfully complete a training program appropriate to their responsibilities.

Lead teachers, while credentialed, shall be required to receive at least 6 semester hours college credit, equivalent CEUs or Mayerson Academy courses, emphasizing teaching and learning issues, to be eligible for reassessment for lead teacher credentials. These credits may also be used to satisfy state certification requirements. Professional development topics for lead teachers shall include managing change processes, coaching, mentoring, content courses relevant to the teacher's position, and other training determined by the Panel.

Career in Teaching Program Facilitator

The Superintendent and CFT President will agree on a person to administer the Teacher Evaluation System, PAEP and Career in Teaching Teacher Program for the three-year term, nonrenewable annually by agreement of the Superintendent and the CFT President. After three years, the Superintendent and CFT President will agree on a lead teacher selected from the pool of teachers rated as Advanced or Accomplished. This person will serve a three-year term, nonrenewable annually by agreement of the Superintendent and CFT President.

APPEAL PROCESS

Teacher who apply for lead teacher credentials and are denied by the Lead Teacher Panel are entitled to a review by the Appeals Panel on the credentialing process exclusive of the comprehensive evaluations. The review conducted by the Appeals Panel will be limited to verifying that the proper procedures were followed and determining whether the action to deny that status was supported by the evidence. A teacher desiring to appeal shall provide written notification of his/her intent to the Panel along with the reasons for appealing within ten working days of being notified of the LTP's decision.

The Appeals Panel will consist of two teachers appointed by the CFT and two administrators appointed by the Superintendent. The Federation shall appoint lead teachers to serve as members of the Appeals Panel as vacancies occur. This Panel shall meet to review the procedures and evidence for all appeals after each application period. The LTP shall be responsible for supplying the evidence to the members of the Appeals Panel for their review in advance of their meetings. Only evidence collected during the credentialing process will be admissible. After reviewing the procedures and evidence, the Appeals Panel shall have the right to call on the teacher, or the LTP, to appear before the Appeals Panel for clarification.

Following their review, the Appeals Panel will make a determination as to whether proper procedures were followed and whether the LTP's action was supported by the evidence. Within 30 calendar days of the review, the Appeals Panel will submit their decision in writing to the teacher and LTP. The decision shall either uphold the LTP's action or direct an appropriate remedy. If the lead teacher appeals panel overrides the appeal, it shall delineate the specific rationale, in writing, to the teacher.

TERM OF THE PLAN

Teacher Quality Agreement, ratified by the CFT membership and the Board, is an agreement independent of the Collective Bargaining Contract with exceptions listed below. However, the parties agree that the Career in Teaching Program will be governed by the Agreement which is subject to amendment by agreement of the parties (i.e. Federation and Board).

Further, the Collective Bargaining Contract is hereby amended in the process of ratifying the plan to incorporate provisions of this plan which govern: compensation and extended work year requirements for lead teachers.

The term of the Career in Teaching Program Agreement shall coincide with the term of the Collective Bargaining Contract. The Teacher Quality Agreement shall be printed in the Collective Bargaining Contract as an appendix.

President, Cincinnati Federation of Teachers

President, Cincinnati Board of Education

Superintendent of Schools