

# CFT/ACPSOP BUILDING REPRESENTATIVE HANDBOOK

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# ***STRUCTURE***

# CALENDAR

## 2009-2010

CFT/ACPSOP **Membership meetings** are the second Wednesday of each month at 5:30 p.m. The Building Representative Briefing precedes the membership meeting and begins at 5:00 p.m.

### 2009

Wednesday, September 9  
Wednesday, October 14  
Wednesday, November 11

### 2010

Wednesday, January 13  
Wednesday, February 10  
Wednesday, March 10  
Wednesday, April 14  
Wednesday, May 12

Meetings for December and June may be called, if needed.

AC Meetings 3 <sup>rd</sup> Thursday of the month @ 4:00 p.m.
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**Executive Council** meetings are held at the CFT office on the first Thursday of each month beginning at 4:30 p.m. The meetings are open to all CFT/ACPSOP members to attend as spectators.

ACPSOP MEMBERSHIP MEETINGS (All meetings begin at 5:00 p.m. and are approximately 1 hour in duration)

### 2009

Thursday, September 17 – CFT Office 5:00  
Thursday, November 19 – CFT Office 5:00

### 2009

Thursday, January 21 – Education Center Room 1A  
Thursday, March 18, CFT Office  
Thursday, May 20, Education Center Room 1A

## EXECUTIVE COUNCIL 2009-2010

<b>Officers</b>	<b>Name</b>	<b>School Location</b>	<b>Address</b>	<b>City/St/Zip</b>	<b>Email</b>	<b>Bus. Phone</b>	<b>Home Phone</b>
President	Julie Sellers	CFT Office	242 Hosea Ave	Cinti., OH 45220	<a href="mailto:jsellers@cft-aft.org">jsellers@cft-aft.org</a>	961-2272	244-6641
1st. Vice President	Dan Neeley	Hughes	6520 Desmond St.	Cinti., OH 45227	<a href="mailto:neeleyd@gmail.com">neeleyd@gmail.com</a>	363-7500	272-8006
2nd. Vice President	Mary Rutledge	Aiken Annex	8410 Capricorn Dr.	Cinti., OH 45249	<a href="mailto:mrutle@fuse.net">mrutle@fuse.net</a>	363-2403	530-0317
3rd. Vice President	Lillian Carter	North Avondale	4543 Bristol Ln.	Cinti., OH 45229	<a href="mailto:Lilliancarter@hotmail.com">Lilliancarter@hotmail.com</a>	363-3900	641-1806
Treasurer	Julia Wiant	Hughes	3723 Kessen Ave	Cinti., OH 45211	<a href="mailto:jwiant@cft-aft.org">jwiant@cft-aft.org</a> <a href="mailto:jwiant@cinci.rr.com">jwiant@cinci.rr.com</a>	363-7720	662-7066
Secretary	Raynal Moore	Hughes	3989 Dickson Ave	Cinti., OH 45229	<a href="mailto:raynalmoore@zoomtown.com">raynalmoore@zoomtown.com</a>	363-7500	479-9256
Chief Labor Delegate	Robert Sturdevant	West Hi Univ	6207 Cambridge Ave	Cinti., OH 45230	<a href="mailto:ss-20@rocketmail.com">ss-20@rocketmail.com</a>	363-8900	231-7208
ACPSOP President	Betty Hodson	CFT Office	2721 Central Parkway, Suite B	Cinti., OH 45225	<a href="mailto:bhodson@cft-aft.org">bhodson@cft-aft.org</a>	475-6048	475-6048
<b>Committee Chairpersons</b>	<b>Name</b>	<b>School Location</b>	<b>Address</b>	<b>City/St/Zip</b>	<b>Email</b>	<b>Bus. Phone</b>	<b>Home Phone</b>
Collective Bargaining	Katie Hofmann	Fairview/Clifton	1829 Walker St.	Cinti., OH 45202	<a href="mailto:khofmann001@cinci.rr.com">khofmann001@cinci.rr.com</a>	363-2100	337-9776
Educational Policies	Amy Merz	Quebec Heights	5862 Valleyway Ct.	Cinti., OH 45247	<a href="mailto:Asmerz67@cinci.rr.com">Asmerz67@cinci.rr.com</a>	363-4500	379-4784
Grievance	Lateefah Kituki	Bond Hill	1351 Burdett Ave	Cinti., OH 45206	<a href="mailto:AADDEdance@aol.com">AADDEdance@aol.com</a>	363-7900	281-7909
Human Rights	Beverly Pryor-Young	Quebec Heights	815 Oak St	Cinti., OH 45206	<a href="mailto:bjoyceyoung@fuse.net">bjoyceyoung@fuse.net</a>	363-4500	
Leg./Political Action	Jane Simon	Schiel	3421 Monteith Ave	Cinti., OH 452208	<a href="mailto:simonja@cinci.rr.com">simonja@cinci.rr.com</a>	363-5200	321-7268
Member Services	Scott Grunder	Walnut Hills	1326 Franklin Ave	Cinti., OH 45237	<a href="mailto:farmergrunder@fuse.net">farmergrunder@fuse.net</a>	363-8400	
Retirement	Gwen Parham	Shroder	1382 Myrtle Ave	Cinti., OH 45206	<a href="mailto:P2gwen@aol.com">P2gwen@aol.com</a>	363-6900	221-0341
Social	Kathy Gross	Auxiliary	1000 Timberland Dr.	Cinti., OH 45215	<a href="mailto:kgross310@fuse.net">kgross310@fuse.net</a>		772-7104
<b>Area Coordinators</b>	<b>Name</b>	<b>School Location</b>	<b>Address</b>	<b>City/St/Zip</b>	<b>Email</b>	<b>Bus. Phone</b>	<b>Home Phone</b>
Area One	Alberta Hemsley	Virtual High	1305 Woodland Ave	Cinti., OH 45237	<a href="mailto:ahemsley@fuse.net">ahemsley@fuse.net</a>	363-2060	821-1438
Area Two	Colette Carl	Carson	3008 Epworth Ct.	Cinti., OH 45238	<a href="mailto:colettecarl@fuse.net">colettecarl@fuse.net</a>	363-9800	661-6409
Area Three	Marlene Silva-Schlacter	Shroder	6821 Buckingham Pl.	Cinti., OH 45227	<a href="mailto:stringbeansilva@yahoo.com">stringbeansilva@yahoo.com</a>	363-6900	378-4462
Area Four	LaTosha Wright	AWL	1418 Teakwood Ave.	Cinti., OH 45224	<a href="mailto:Latoshaw374@yahoo.com">Latoshaw374@yahoo.com</a>	363-7800	542-2132
Area Five	Patsy Holmes	John P. Parker	7806 Greenbriar Ln.	Cinti., OH 45243	<a href="mailto:Pahomlmes222@aol.com">Pahomlmes222@aol.com</a>	363-2900	984-2190
Area Six	Ruth Kaufman	Pleasant Ridge	3834 Thornton Dr	Cinti., OH 45236	<a href="mailto:Rakpak@fuse.net">Rakpak@fuse.net</a>	363-4400	984-2341
Area Seven	Joel Clifford	South Avondale	924 Mound St.	Cinti., OH 45203	<a href="mailto:jclifford@fuse.net">jclifford@fuse.net</a>	363-5500	381-2593
Area Eight	Fannie Carradine	South Avondale	2456 White St.	Cinti., OH 45214		363-5500	921-0394
Area Nine	Theresa Allen	Carson	1819 Tuxworth #2	Cinti., OH 45238	<a href="mailto:allenth101@yahoo.com">allenth101@yahoo.com</a>	363-9800	662-2644
Area Ten	Pat Estes	Virtual High	3783 Hyde Park Ave	Cinti., OH 45209		363-2060	731-7590
Area Eleven	Lawanda Kenney	Substitutes	4223 Dane Ave	Cinti., OH 45223	<a href="mailto:auntbunchy@yahoo.com">auntbunchy@yahoo.com</a>		751-2380
Parliamentarian	Lee Black	Hughes			<a href="mailto:rblack@zoomtown.com">rblack@zoomtown.com</a>	363-7500	244-5708

# 2009-2010 District-wide School Year Calendar



Cincinnati Public Schools

## 2009-2010 Districtwide School Year Calendar

August					September					October					
M	T	W	T	F	S	T	W	T	F	S	T	W	T	F	
3	4	5	6	7		1	2	3	4	5	6	7	8	9	
10	11	12	13	14	◆	7	8	9	10	11	12	13	14	15	16
✓	☐				14	15	16	17	18	19	20	21	22	23	
17	18	19	20	21	21	22	23	24	25	26	27	28	29	30	
24	25	26	27	28	28	29	30								
31															

November					December					January						
M	T	W	T	F	S	T	W	T	F	S	T	W	T	F		
2	3	4	5	6		1	2	3	4					◆		
◆	9	10	11	12	13	7	8	9	10	11	✓	4	5	6	7	8
16	17	18	19	20	14	15	16	17	18	11	12	13	14	15		
			◆	◆	◆	◆	◆	◆	◆	◆	18	19	20	21	22	
23	24	25	26	27	◆	◆	◆	◆	◆	25	26	27	28	29		
30					28	29	30	31								

February					March					April					
M	T	W	T	F	S	T	W	T	F	S	T	W	T	F	
1	2	3	4	5	1	2	3	4	5				1	2	
8	9	10	11	12	8	9	10	11	12	5	6	7	8	9	
◆	15	16	17	18	19	15	16	17	18	19	12	13	14	15	16
22	23	24	25	26	◆	◆	◆	◆	◆	19	20	21	22	23	
					◆	◆	◆	◆	◆	26	27	28	29	30	
					✓	29	30	31							

May					June					July					
M	T	W	T	F	S	T	W	T	F	S	T	W	T	F	
3	4	5	6	7		1	2	3	4				1	2	
10	11	12	13	14	* * * * *	7	8	9	10	11	5	6	7	8	9
17	18	19	20	21	* * * * *	14	15	16	17	18	12	13	14	15	16
24	25	☐	✓	28	* * * * *	21	22	23	24	25	19	20	21	22	23
◆	31				* * * * *	28	29	30		26	27	28	29	30	

### 2009-2010 School Year Calendar

- Aug 17..... In-service Day. Teachers Report. No Pupils.
- Aug 18..... Schools Open. Pupils Report.
- Sept 7..... Labor Day. Holiday. Schools Closed.
- Oct 16..... End of First Quarter. No Pupils.  
(42 Instructional Days)  
Records/Parent Conference Day.
- Nov 9..... Veterans' Day Holiday Observance.  
Schools Closed.
- Nov 26..... Thanksgiving. Holiday. Schools Closed.
- Nov 27..... Holiday for Employees Scheduled to Work.  
Schools Closed.
- Dec 21-Jan 1... Winter Recess. Schools Closed. (10 days)
- Dec 24..... Christmas Eve. Holiday.  
Holiday for Employees Scheduled to Work.
- Dec 25..... Christmas Day. Holiday.
- Jan 1..... New Year's Day. Holiday.
- Jan 4..... End of Second Quarter. No Pupils.  
(42 Instructional Days)  
Records/Parent Conference Day.
- Jan 5..... Schools Reopen
- Jan 18..... Martin Luther King Jr. Day. Holiday.  
Schools Closed.
- Feb 15..... Presidents' Day. Holiday. Schools Closed.
- March 22-26... Spring Recess. Schools Closed. (5 days)
- March 29..... End of Third Quarter. No Pupils.  
(52 Instructional Days)  
Records/Parent Conference Day.
- March 30..... Schools Reopen.
- May 26..... End of Fourth Quarter. Last Day for Pupils.  
(42 Instructional Days)
- May 27..... End of School Year. In-service/Records Day.  
Last Day for Teachers.
- May 31..... Memorial Day. Holiday.
- June 7-30..... Summer School. (18 Instructional Days)
- July 5..... Fourth of July Holiday Observance.  
Schools Closed.

Note: Terms and conditions for any additional in-service days will be determined later.

- ☐ School Opens for School Year
- ✓ Records/Teacher In-Service
- ☐ Days of Instruction
- ☐ Staff Professional Development Day
- ☐ End of Quarter
- ◆ Holiday/Break
- \* Summer School

12/08  
12/08

Any Professional Development Days to be added once requested and accepted by the State of Ohio

# Cincinnati Federation Of Teachers

Association of Cincinnati Public School Office Personnel

2721 Central Parkway, Suite B, Cincinnati, Ohio 45225

513-961-2272, Fax 513-961-0629

[cft@cft-aft.org](mailto:cft@cft-aft.org)

August 20, 2008

TO: CFT Building Representatives

FROM: Ralph Jackson

RE: CFT/ACPSOP Dues and Fair Share Fee Payments

CFT/ACPSOP Dues and Fair Share Fee Payments effective with the first full pay period that the 2% raise is granted for the 2008-2009 school year.

Total CFT Dues: **\$717.60**

Full Rate (Contract Teachers, Long Term Substitutes, Pre School Instructors, SLD Tutors and Job Share):

26 checks \$27.60

21 checks 34.17

Partial Rate (less than .6 contract teachers): **\$422.58**

26 checks \$16.25

21 checks 20.12

Daily Rate Substitutes: **\$2.00** per day worked

Teacher Fair Share – Full Time: 84.80% = **\$608.52**

26 checks \$23.40

21 checks 29.77

Teacher Fair Share – Partial Rate: 84.80% - **\$358.34**

26 checks \$13.78

21 checks 17.06

Daily Rate Substitutes Fair Share - **\$1.70** per day worked.

ACPSOP – Full Time Dues: **\$527.41**

26 checks \$20.28

20 checks 26.37

ACPSOP – Partial Dues: **\$327.43**

26 checks \$12.59

20 checks      16.37

ACPSOP – Fair Share Full Time: 84.80% = **\$447.24**

26 checks      \$17.20

20 checks      22.36

ACPSOP Fair Share Partial: 84.80% = **\$277.66**

26 checks      \$10.67

20 checks      13.88

UC Interns – Full Time Dues:      **\$275.01**

26 checks      \$10.57

21 checks      13.09

UC Interns – Fair Share: 84.80% = **\$233.20**

26 checks      \$ 8.96

21 checks      11.10

# AREAS

<b><u>Area One – Alberta Hemsley</u></b>		<b><u>Area Two – Colette Carl</u></b>	
Dater High School	Taft High School	Silverton	Chase
Hughes	Virtual High School	Pleasant Hill	College Hill
Oyler K-12	Western Hills DT	Winton Hills Acdmy	Fairview
SCPA K-12	Western Hills Univ		Hartwell
STEM High School	Withrow International		
<b><u>Area Three – Marlene Silva-Schlacter</u></b>		<b><u>Area Four –LaTosha Wright</u></b>	
Aiken Col. & Car.	Walnut Hills High	AWL	Kilgour
Riverview East K-12	Withrow Univ	Douglass	Rockdale
Shroder	Woodward	Hoffman/ Parham	South Avondale
		Mt. Airy	
<b><u>Area Five – Patsy Holmes</u></b>		<b><u>Area Six – Ruth Kaufman</u></b>	
A2E N Fairmount	A2E Old Douglass	Clark Montessori	Sands Montessori
Ethel M. Taylor	John P. Parker	Dater Montessori	Westside Montessori
Roll Hill	Mt. Washington	N. Avondale Mont	Winton Montessori
Westwood	Woodford	Pleasant Ridge	
<b><u>Area Seven – Joel Clifford</u></b>		<b><u>Area Eight – Fannie Carradine</u></b>	
Cheviot	AMIS	Group 1	Elementary
Covedale	Bond Hill	Group 2	High School
Midway	Roselawn Condon	Group 3	
Quebec Heights		Group 4	
		Group 5- Iowa	
<b><u>Area Nine – Theresa Allen</u></b>		<b><u>Area Ten – Pat Estes</u></b>	
Carson	ECE Satellite	Aux Teachers	Beech Acres
Rees E. Price	Hays	CCDD/Childrens Hosp/Hosp. Teachers	
Roberts	Rothenberg	CT's	Psychologists
Sayler Park	Schiel	Ed. Center Teachers	Aux Nurses
	Taft Elementary	Juvenile Court	Speech Pathologists
		VT's	Step/ WRC
<b><u>Area Eleven – Lawanda Kenney</u></b>		Aiken Annex	
Substitutes			

## **AREA COORDINATORS DUTIES**

Area Coordinators are elected on at-large basis by the membership every two years and are an important link in communications. They must:

1. Know current union policy and philosophy (local, state, and national)
2. Attend monthly membership, area coordinator, and executive council meetings.
3. Help ensure that there is an elected Building Rep. in each of their area's schools.
4. Communicate regularly with BR's and CFT Staff about issues, procedures, or any problems in area schools.
5. Encourage and assist BR's in membership recruitment at schools.
6. Help plan city-wide and area BR social events, meetings, and workshops.
7. Assist and encourage BR's in conducting school chapter meetings.
8. Recruit new members at teacher gatherings (meetings, workshops, new teacher orientations, etc)
9. Attend the CFT's August Building Rep Workshop and September Cocktail Party.
10. Maintain personal area files and assist Second Vice President with office area files.
11. Help the Second Vice President with, and assist their BR's in contract implementation and enforcement.

## **ANNUAL ELECTED BR STIPEND**

Annual Elected BR Stipend for expenses incurred in attending annual BR Workshop, BR Briefing following membership meetings, special BR meetings or workshops, if any, during the year, and building level activities and duties.

There will be two payments – one in December and one in June, allocated as follows:

- |   |       |
|---|-------|
| • August Workshop   | \$100 |
| • BR briefing following regular membership meeting (\$20 each x 8)                              | \$160 |
| • Special BR meetings/workshops, building level duties and activities                           | \$140 |
| • For Hughes – Special BR meetings/workshops, building level duties and activities. (3 x 140)   | \$420 |
| • For Walnut Hills – Special meetings/workshops, building level duties and activities (2 x 140) | \$280 |

The Director of Organization will pro rate stipends based on BR participation in the events listed above.

For Elected Co-BR's, amounts listed above will be divided 50/50 unless other specific arrangements are made between the Co-BR and the Director of Organization. For example, one Co-BR attends all the briefings following the membership meetings and other goes to the annual workshop.

BR may send assistant or alternate to briefings prior to membership meetings. BR assumes reimbursement responsibility, if any, with assistant or alternate.

Presented and Approved by CFT Executive Council	11/4/86
Revised and Presented to CFT Executive Council	6/92
Revised, Presented and Approved by CFT Executive Council	9/00
Revised, Presented and Approved by CFT Executive Council	8/03

# **CFT POLICY ON CHAPTER MEETINGS**

CFT/ACPSOP Chapters are made up of the CFT members at each school and office building. Our union cannot be effective unless our chapters at each work site are strong and active.

Chapters must:

- Elect Building Reps.
- Discuss important issues facing the school or the union membership at the school and make plans for unified action.
- Ensure that members' contractual rights are respected and enforced.
- Convey members' views on current issues to CFT Area Coordinators, officers and Executive Council.
- Cultivate cooperative relationships with other unions with members at the school or work site.

In order to fulfill these roles and duties, it is necessary for CFT Chapters (i.e. members) at each school to meet periodically.

CHAPTERS SHOULD MEET MONTHLY, BUT EACH CFT CHAPTER SHALL MEET AT LEAST TWICE DURING THE SCHOOL YEAR. ONE MEETING SHOULD BE HELD IN SEPTEMBER TO ORGANIZE FOR THE SCHOOL YEAR AND COMPLETE ANY NECESSARY BUSINESS. A SECOND MEETING SHALL BE HELD IN MARCH OR APRIL TO ORGANIZE ELECTIONS FOR CFT BUILDING REPRESENTATIVE AND TEACHER BUILDING COMMITTEE FOR THE FOLLOWING SCHOOL YEAR, AND TO CONDUCT ANY OTHER BUSINESS. THE CFT BUILDING REPRESENTATIVE SHALL BE RESPONSIBLE FOR CALLING THESE TWO MEETINGS AND SERVING AS CHAIRPERSON. MORE FREQUENT, I.E. MONTHLY MEETINGS, ARE ENCOURAGED.

UPON REQUEST, BR'S SHALL BE REIMBURSED FOR REFRESHMENTS BOUGHT FOR CHAPTER MEETINGS PROVIDED THE BR'S SEND A RECEIPT FOR THE REFRESHMENTS PURCHASED AND AN AGENDA FOR THE CHAPTER MEETING TO THE DIRECTOR OF ORGANIZATION.

*Recommended by CFT Executive Council 9/3/92*

*Approved by Membership September 9/9/92*

# **CFT STANDING COMMITTEES**

## **BUDGET COMMITTEE:**

The Budget Committee prepares the yearly budget for the fiscal year of September 1, through August 31, to be approved by the Executive Council and the membership. The committee, as directed by constitution, is made up of the CFT treasurer, the CFT president, and three other members of the Executive Council, and is chaired by the CFT treasurer.

## **COLLECTIVE BARGAINING COMMITTEE:**

The Collective Bargaining Committee surveys to determine priorities for negotiations with the Board. From these priorities, the committee presents a collective bargaining package to the membership for approval. The committee also helps to select the CFT Bargaining Team which presents and negotiates these demands with the Board of Education.

## **EDUCATIONAL POLICIES COMMITTEE:**

The Educational Policies committee works to develop stands that CFT will take on educational issues involving the Cincinnati Public Schools. These policy directions are submitted to the membership for approval before becoming official policy. The committee addresses policies of the Board of Education as well as state, national, and international trends and issues in education.

## **GRIEVANCE COMMITTEE:**

The Grievance Committee assists teachers in interpreting the Collective Bargaining Contract and applying its provisions to local school problems. In addition to writing and filing grievances for teachers and office staff, the CFT resolves complaints by: (1) Contracting the superintendent and the Board, thereby causing re-assessment of positions. (2) Counseling new teachers and secretaries in working with principals. (3) Representing members at conferences. (4) Providing legal advice and representation, and (5) acting as mediator in unofficial “grievances”. The committee must approve all grievances submitted to Level III of the grievance procedure (arbitration) based on their merits. Decisions of the committee can be appealed to the Executive Council and the membership.

## **HUMAN RIGHTS COMMITTEE:**

The Human Rights Committee pursues issues concerning racism and sexism which affect teachers, students, and curriculum. The committee recommends, to CFT, policy regarding racial, philosophical, gender and ethnic identity. The committee's research centers around racial balance and Affirmative Action issues. The committee members monitor School Board committees dealing with human rights issues.

## **LABOR AND COMMUNITY RELATIONS COMMITTEE:**

Recognizing that teachers and office personnel cannot realistically hope to win the continuing battle for the support of education alone, the CFT has chosen to affiliate with the AFL-CIO nationally and the Central Labor Council (CLC) locally. The CLC is composed of local unions in Cincinnati. Our committee members meet monthly with the CLC to share information and coordinate efforts in community projects. The committee is chaired by CFT's elected Chief Labor Delegate.

**MEMBER SERVICES COMMITTEE:**

The Member Services Committee monitors and seeks the cooperation of assorted local, state and national businesses on discounted services and merchandise for CFT members. The committee also works in conjunction with OFT, AFT, and AFL-CIO – agencies to make CFT membership pay off in as many ways as possible. Compilation of the CFT Directory has been a traditional task of this committee.

**POLITICAL ACTION COMMITTEE:**

The Political Action Committee screens candidates for the School Board and other local political offices and recommends to the CFT Executive Council and to the membership. The committee is also involved in state and national elections in conjunction with the Cincinnati Central Labor Council, Ohio AFL-CIO, OFT and AFT. The committee coordinates CFT's COPE fund (Committee of Political Education) as well as CFT members' involvement in political campaigns.

**RETIREMENT COMMITTEE:**

The Retirement committee works to continue our affiliation with, and the contributions of, our members as they retire from the teaching profession or the school offices. The committee also monitors legislation, Board Policies and contract provisions affecting retirement and coordinates lobbying efforts in these areas.

**SOCIAL COMMITTEE:**

The Social Committee plans and promotes a variety of activities throughout the school year to bring CFT members together for fun and relaxation. The major event of the year is the annual cocktail party at the beginning of the school year as part of our fall Membership Drive. Additional activities throughout the year might include fund-raisers.

2005  
1986

# ***CFT/ACPSOP POLICY ON BUILDING REP DUTIES AND ELECTION***

A CFT/ACPSOP representative shall be elected annually, by secret ballot, during the spring by the CFT/ACPSOP members in each school or unit

## **BUILDING REP JOB DESCRIPTION**

- BR attends general membership meetings'
- BR attends August workshop and other BR meetings (3-4/year);
- BR conducts Chapter meetings and speaks for CFT at staff meetings;
- BR organizes the election of the ILT (where this contractually applies);
- BR presents Level One grievances for the building or unit;
- BR recruits non-members to join CFT/ACPSOP;
- BR serves on the ILT.

## **ELECTIONS**

Step 1 – Every member will receive a BR job description with tear-off on the bottom. Any member not interested in being on the ballot will return the tear-off to the BR by a specified date. Otherwise, their name will be listed on the ballot.

Step 2 – BR's will choose one day for election, announce time, date, place of election at least one working day in advance, print ballots listing all members' names who did not return the tear off, provide security for ballots/ballot box, secure two (2) observers for ballot counting and announce the newly elected BR.

Step 3 – CFT/ACPSOP will receive the results from current BR with the signatures of the two CFT/ACPSOP who witnessed the count, certifying the election results.

If an election is contested (more than one candidate seeking the BR position), the chapter may appoint a member (or committee) other than the incumbent BR to conduct the election.

In the event that there is a tie, the names of the tied candidates shall be placed on a second ballot and a run-off will be held by a specified date.

In the event of a challenged election result, an appeal in writing must be received by the Director of Organization within 15 working days of the BR election. The person(s) making the contention, the BR and two witnesses will appear before the current CFT officers to make their arguments. The officers' decision will be final.

Every CFT/ACPSOP member in good standing as of April 1 shall be eligible to vote and to be a candidate for BR.

*Original adopted by membership April, 1983  
Revised and approved February 11, 1987  
Revised and approved October 12, 1988*

## FIELD REP ASSIGNMENTS

<u>Ed Jaspers</u>	<u>Donnie Luckie</u>	
<b>Beech Acres</b> <b>Carson</b> <b>Chase</b> <b>Cheviot</b> <b>College Hill</b> <b>Covedale</b> <b>Dater High School</b> <b>Dater Montessori</b> <b>Ethel M. Taylor</b> <b>Hays</b> <b>Midway</b> <b>Mt. Airy</b> <b>Oyler</b> <b>Pleasant Hill</b> <b>Quebec Heights</b> <b>Rees E Price Academy</b> <b>Roberts Paideia</b> <b>Roll Hill</b> <b>Rothenberg</b> <b>Sayler Park</b> <b>Taft High</b> <b>Virtual High School</b> <b>Walnut Hills</b> <b>Western Hills Design Tech.</b> <b>Western Hills University</b> <b>West Side Montessori</b> <b>Westwood</b> <b>Winton Hills Academy</b> <b>Winton Montessori</b>	<b>Aiken College &amp; Career</b> <b>AWL</b> <b>AMIS</b> <b>Bond Hill</b> <b>Children's Home</b> <b>Clark Montessori</b> <b>Douglass</b> <b>Fairview</b> <b>Hartwell</b> <b>Hoffman/Parham</b> <b>Hughes/STEM</b> <b>John P. Parker</b> <b>Kilgour</b> <b>Mt. Washington</b> <b>North Avondale</b> <b>Pleasant Ridge</b> <b>Riverview East</b> <b>Rockdale</b> <b>Roselawn/Condon</b> <b>Rothenberg</b> <b>Sands Montessori</b> <b>Schiel</b> <b>SCPA</b> <b>Shroder</b> <b>Silverton</b> <b>South Avondale</b> <b>Taft Elem</b> <b>Withrow Univ</b> <b>Withrow Intl</b> <b>Woodford</b> <b>Woodward Career</b>	
<b>Auxiliary Teachers</b> <b>Psychologist</b> <b>Speech Pathologists</b> <b>VT's</b> <b>Hospital Teachers</b> <b>Juvenile Center</b>	<b>Consulting Teachers</b> <b>CCDD</b> <b>Ed Center Teachers</b> <b>Step/WRC</b>	<b>Aiken Annex SST</b> <b>Early Childhood</b> <b>Juvenile Center</b> <b>Uptown Towers</b>

## CINCINNATI TEACHERS UNION – CHARTER MEMBERSHIP – 4/6/64

Alpert, Daniel	Fine, Jennie	Love, Ralph	Schwach, Esther
Armentrout, Dillard	Findlay, Larry	Loyd, Jane	Shackelford, William
Arrington, John	Finley, Laurence	Mack, Delford	Shepherd, Lorraine
Bacon, Winsome	Franks, Jerry	Macon, Jacqueline	Shiveler, George
Bagby, Robert	Frolo, Thomas	Mallory, William	Shreve, Carl
Bathiany, Richard	Garrett, Burton	Mallory, Joseph	Siegel, Martin
Battistone, Carmen	Garwood, David	Mangrum, Robert	Simmons, Jimmie
Bell, Kuanna	Gaston, Alonzo	Mann, Albert	Simmons, Rufus
Benner, Carl	Gates, Marshall	Martin, Sylvia	Simons, Joseph
Berringer, Carrol	Glass, Ruth	Mather, David	Slayman, Herman
Blackstone, Georgia	Goldfarb, Joseph	McDuffie, George	Sleight, Ralph
Blust, Roger	Gordon, Richard	McNair, Joseph	Solar, Warren
Bole, Elma	Graham, Carl	Meacham, Frederick	Smith, Dennis
Bollinger, Marie	Hall, Wm	Meir, Melvin	Smith, George
Bosse, Melville	Hammond, Donald	Mills, Ernest	Smith, Harold
Bovie, Robert	Hatfield, Charles	Minesinger, David	Smith, Kenneth
Braun, Graal	Hatmaker, Robert	Moore, Edith	Spickard, Jean
Brummett, Bill	Hawkins, Charles	Morgans, Robert	Squires, James
Bryant, John	Hays, Wm.	Morin, Edward	Stephens, Mary
Bullock, Emillie	Hager, Herbert	Mullins, Robert	Stephens, Roger
Cadle, Charles	Heink, Harry	Murphy, Chester	Stern, Annette
Call, Jerry	Heubach, Wm.	Murray, Thomas	Stevens, Howard
Carman, Victor	Hicks, Wilma	Nassano, Gerald	Stringfield, Sharon
Chiodi, Anthony	Hiett, Howard	Nead, William	Suter, Elizabeth
Clark, James	Hiltenteitel, Paul	Noble, Lloyd	Thatcher, Rita
Clark, John	Hlad, Michael	Nohr, Paul	Thinnes, Nelson
Cloud, Joseph	Hoffman, Joseph	Oldfield, Duane	Thomas, Geraldine
Conard, Robert	Hogan, Mary Adele	O'Toole, Daniel	Tilford, Roger
Constantine, Josephine	Hopping, Harold	Pauls, Lavern	Toohy, Charles
Cooper, Elin	Hunt, Lamar	Pauszek, Dorothy	VonWalden, Louis
Costy, Stanley	Inskeep, Walter	Pauszek, John	Vordenverg, Wesley
Counts, John	Jefferson, Browne	Penn, Julia	Wacklawik, John
Coyle, Michael	Jenike, Samuel	Peters, Tom	Walker, Thomas
Craft, Victor	Jones, George Jr.	Philly, Martha	Webb, Walton
Craig, Robert	Kappell, Lorraine	Pierato, David	Weil, Joseph
Curp, Richard	Kapphahn, Christian	Poppe, Marvin	Wheeler, Jack
Curry, Bryson	Kemp, Gavid	Powell, Arlivia	Wigbell, Betty
Darpel, Bernard	Kent, Lewis	Powell, Harold	Gilhoit, Byron
Davis, Chester	Kerin, Richard	Pyle, James	Wilkerson, Dorothy
Depollo, Joseph	Kiley, Richard	Rammes, Stanley	Williamson, Donald
Doerger, James	Kindler, Charles	Reuss, Robert	Wilson, Barron
Dornbusch, Art	King, Kathleen	Richmond, Siisan	Wissman, James
Doyle, Thomas	Kluber, Robert	Riley, Arthur	Woffle, Ernest Jr.
DuPree, Bill (Duke)	Kovarik, JoAnn	Rosenberg, Jacqueline	Wollenhaupt, Glen
Entzminger, Mahalia	Kuechenmeister, John	Rubendunst, Alfred	Young, Catherine
Ernst, Wilbur	Lackey, Donald	Saulter, Benjamin	Zollars, Charles
Ertel, John	Lemon, Charles	Schaffer, Robert	
Ertzel, Wm.	Lewis, Richard	Schlichter, Paula	
Eviston, Thomas	Lewis, Sarah	Schuster, Harry	
Falk, Cecilia	Lilly, Thomas	Schmitt, Anthony	

## **CTU/CFT: A PEOPLE HISTORY**

1963

In November, contact was made, by Roger Stephens, with AFT President Carl Megel in Chicago. In December, Charles Kindler and Stephens chaired the organizing committee after a meeting of 40 teachers initiated by Dick Curp, hosted by James Wolfe at the Brewery Workers Union, and attended by Cincinnati Labor Council President Al Bilik and AFT Secretary-Treasurer Bob Porter. AFT representatives Andrew Leahy and Howard Hussey joined the organizing drive.

1964

In March, Bilik, Megel, and City Councilman Jack Gilligan addressed a rally of 400 teachers at Walnut Hills High School moderated by Stephens. In April, Stephens submitted a list of 195 charter members of the Cincinnati Teachers Union to AFT. In May, members elected Kindler president, Carmen Battlstone vice president, Annette Stern-secretary, Richard Gordon treasurer, and James Doerger chief labor delegate. In September, CTU's first annual teacher Cocktail Party was held.

1965

In January, CTU demanded a ban on time clocks. In March, Christian Kappahn became president, Richard Kiley vice president, Elma Bole secretary, Gordon, treasurer, and Roger Blust chief labor delegate.

1966

In February, Kappahn was elected OFT President at Convention in Cincinnati.

1967

In March, Kiley became president, Catherine Young first vice president, Al Mann second vice president, Gordon, treasurer, Susan Richmond secretary and Charles Lemon chief labor delegate. In April, about 150 teachers picketed central office to protest a "floating bell schedule," the first teacher demonstration ever in Cincinnati. In May, CTU planned a strike for recognition and improved teaching conditions.

1968

In January, CTU's membership exceeded 700. Over 500 teachers struck following breach of an agreement which provided "a 1.28% salary increase for teachers (a CTA item), full payment of a single subscriber contract of hospitalization and medical insurance (CTA CTU item), a free period of at least 15 minutes in the morning and 15 minutes in the afternoon for elementary teachers. beginning in September (a CTU Item), and an election (CTA CTU Item) to be held on January 29." Board's Better Schools. The strike went to mediation/arbitration by Judge Simon Leis with "contempt proceedings continued" and teachers returned to schools after four days. When Board representative James Farreti refused to mediate and Leis said he had no authority to enforce the agreement written in his own hand and attested to by Board representatives, Kiley charged collusion. Leis scheduled the contempt trial, sentenced Kiley to five days in jail and fined all officers \$500 each. Kiley, refusing appeal, served the time, (CTU boycotted the election imposed during its strike, but polled 530 votes anyway.)

1969

In February Richmond and Stephens violated a CTA-Board ban on CTU mailbox use. Charges of insubordination against them were dropped, and CTU's right to use school mailboxes was restored after CTU prepared a petition for federal court.

In March, Kiley was re-elected president, with Tom Stark first vice president, Richmond second vice president, Linda Zetsler secretary, Peggy Walters treasurer, and Tony Chiodl chief labor delegate. In April, after being sworn in by Bill Sheehan, Secretary-Treasurer of the Labor Council, Kiley resigned. In May, Stephens became president on a pledge to achieve collective bargaining with efficient internal organization service-maintained membership, democratic policy making, sound long-range planning and national and state-affiliate cooperation." In the summer, merger attempt blocked by CTA board of Trustees.

1970

In February, CTU reiterated need for racially integrating the schools.

1971

In January, Cincinnati Federation of Teachers (CTU's name was changed) petitioned for a bargaining representation election with 1533 signatures. On a "Try us - for a Change" campaign, CFT polled 1476 votes to CTA's 1854. In April, Stephens was re-elected president, along with Stark first vice president, Zeisler second vice president, Pat Pope and Charlene Wagner treasurers, Sandy Pellens secretary, and Herb Lukens chief labor delegate. At the installation ceremony, Lukens, Dick Shepard, Jack Foster, Ed Sulek, Carl Tschofen, Walters, Pellens, Mann, Glen Yolz, and Sally Leeper received special service awards. In June, newliner editor Leeper declared Richmond CFT Teacher of the Year for publicly (and militantly) opposing censorship and asserting academic freedom

1972

In January, CFT opposed the board's restrictive policy on book selection. In February after more than a year of "negotiations" only 500 CTA teachers bothered to vote on CTA's new Master Agreement, a 6% raise (with 4% on Jan. 1, 1973 and 1% in August 1973). In October, Judson Cross was officially reinstated with full pay of over \$5000 by a 4-2 Board vote after having been suspended for using a graffiti board in a writing demonstration. CFT paid his full legal fees of \$1800 and advanced him living expenses during his ordeal.

1973

In the Spring, OFT Convention was held in Cincinnati. Vice-Mayor Gerald Springer swore in Stephens, re-elected again as president, Wayne Robey first vice president, Tom Hurley second vice president, Eva Justen secretary (replaced by Helen Volz when she later resigned), Annette LeBowski treasurer, and Peggy Walters chief labor delegate. In the fall, Walnut Hills CFT Chapter won arbitration on extra-duty grievance.

1974

In January, CFT petitioned for a bargaining election with 2149 signatures. In the election which followed, CFT polled 1282 votes to CTA's 1815. In the Spring, CTA supported an abrupt move by the Board to racially balance teacher staff on a 75-25% quota basis in all schools (in an attempt to prevent court-ordered student integration). Teachers looked to CFT for leadership, and protests resulted in a 10% relaxation of the plan.

Prolonged CTA-board negotiations did not go smoothly. CTA President Harriet Russell declared an impasse and threatened a strike. Meeting opposition from OEA she looked to CFT and District Council 51, AFSCME, AFL-CIO. Al Van Hagen, Council director, and Alex Brown, local President, refused to assist unless CFT agreed to support CTA.

CTA-CFT negotiations failed because of serious CTA internal dissension. CTA struck before Easter vacation for four days, and teachers returned to the schools with nothing more than Federal mediation which had been offered before the strike.

The Board cut 677 teachers in an alleged over staffing situation which many interpreted as a bargaining maneuver. (Eventually all were offered new contracts, but the damage had been done.) Finally, a weak settlement (many "weasel" words and a 5 1/4 raise - the board's bottom line was missed by 3%) was reached and approved, with 378 voting for and 342 against. In June, CFT merger survey showed 1133-403 support. In August, CFT delegates to AFT Convention supported Albert Shanker for AFT President.

1975

In March, Stephens and Robey were re-elected president and first vice president with Sharon Cole second vice president, Dorinne Selm secretary, Harvey Roehling treasurer, and Paul Amspauh chief labor delegate. In April, Newliner editor Jim Lierl declared CTA's Russell CFT's Woman of the Year. (In August Russell resigned, under OEA pressure, as CTA president.)

1976

In July, CTA's poor performance, erratic leadership, "uniserv" concept (at huge dues increases) an attempted blackmail (instead of talking 7% in June, 1976 CTA asked for 4% in June with 3% to come in January, 1977 after a teacher representation election in December 1976) caused its decline from a claimed 2200 membership in 1973 to an admitted (and questionable) 900. In August, at its Building Representatives workshop, CFT honored retired members Mann, Anna Borchin, Thomas Uelsh, Mary Boland, Kathleen Kinney, Blumie Sway and Joe Simons. The defense fund was named the Albert B. Mann Defense Fund as a tribute to him. Lierl and Chris Diehl were recognized for making home visits which helped increase CFT's membership. Member of the Year plaques were presented to Kindler, 1964; Hann, 1965; Stark, 1966;

Kappahn, 1967; Kiley, 1968; Craal Braun, 1969; Stephens. 1970; Zeisler and Tschofen, 1971; Glen Yolz and Sulek, 1972; Herb Lukens and Richmond, 1973; Amspaugh, 1974; Robey, 1975; and Cole. 1976.

In the winter, CFT's membership topped the 1000 mark for the first time, as CTA's continued to plummet. CFT overwhelmingly won bargaining rights in a campaign coordinated by AFT staffer. Jerry Byrum.

1977

In January, negotiations began on a contract. In March, in response to the Superintendent's budget recommendation of " no salary increases," over 800 teachers picketed and jammed a Board meeting to protest. As CFT membership topped 1300, Stephens was again re-elected president.

In April, more than 1800 teachers braved a blizzard to authorize a strike. More than 1700 struck against the Board's refusal to bargain in good faith and schools were in chaos (Post) when the Board unsuccessfully filed for a temporary injunction in Judge Frank Gusweiler's court. After CTA refused OEA's appeal to honor the picket lines, AFT President Shanker addressed striking teachers. Teachers continued the strike after Gusweiler finally granted the Board a permanent injunction. and a settlement was reached (after 19 days). A 6% increase, TBC provisions, fringe benefits. binding arbitration of dismissals, improved transfer procedures, and a salary/class size re-opener were ratified 4-1 by over 1100 members of the bargaining unit. not just CFT members. AFT's Bob Bates had headed the bargaining team, which included Betty Caveny, Richmond, Kiley, Steve Sexton, Amspaugh, Tom Mooney, Dorothy Coleman, Robey, and Stephens (ex-officer).

In the Spring, CFT had initiated merger talks with CTA which broke down at year's end because of OEA~NEA policy against merger agreements. At the August BR workshop, Caveny and Alvan Hengge shared Member of the Year honors. In November, Stephens called reinstatement of 6 suspended strikers a vindication.

1978

As membership continued to grow, staffers Stephens and Bob Suess headed CFT's rigorous contract-enforcement effort. Long-time CFT member Tschofen headed a slate of three elected to the Credit Union Board of Directors in a CFT campaign to ensure fair representation for teachers on that body. Lierl coordinated another successful home-visitation program during the summer. At the August BR Workshop. Bill Huth, Lynn Marmer, Suess, and Lierl shared Members of the Year honors. A fall "rebate" membership campaign proved a huge success.

1979

In a first ever move, Board employees' organizations formed a United Bargaining Council in negotiations. After a strike authorization meeting, all groups except CFT settled with the Board. Herb Lukens was arrested on trespassing charges at an informational picketing, during teacher efforts to publicize salary demands and concern over lowered educational standards. Charges were later dropped. Over 1000 teachers were stricken with a one-day "chalk" flue in the spring.

After 10 years of helm, Stephens announced his intention to return to the classroom full-time. Mooney was elected president, along with Bebe Freeman first vice-president, Lierl second vice-president, Suess treasurer, Coleman secretary (replaced by Norma Smith after her resignation), and Diana Porter chief labor delegate. A busy summer of organizing was capped by the tremendous efforts of hundreds of CFT leaders, members and other teachers in yet another unsuccessful tax levy effort (7th in 10 years). On October 26 the UBC, one week after an early-morning protest meeting at Taft Auditorium, led Cincinnati's largest-ever labor demonstration. Over 3000 angry Board employees marched through downtown demanding a salary settlement. Assisted by CFT staff and volunteers, employees endured a 3-week school closing in November, drawing unemployment benefits and, in many cases, food stamps. In a first-ever move, teachers chose not to have another representation election, rejecting CTA's October petition efforts. CFT thus would continue as bargaining agent at least through 1982. Merger talks again collapsed because of NEA constitutional obstacles. For the first time, the United Bargaining Council faced the board at the bargaining table on economic issues. A credible UBC strike threat produced a December 31 multi-year salary agreement, the largest salary settlement in CPS history. CFT President Mooney acted as spokesman for the UBC at the table.

1980

Negotiations began in early February on non-economic contract language. CFT achieved increased recognition in labor and political circles as President Tom Mooney was elected to an OFT Vice Presidency, and the CLC Executive Board and the Hamilton County Democratic Party Steering Committee. In June, a tax levy was approved—the first in 10 years due in large

part to the three week school closing in November of 1979. The levy produced early payment of a portion of negotiated raises. A demonstration at the Education Center by 300 teachers protested lack of progress on contract language. The Association of Cincinnati School Office Personnel (ACPSOP) voted to affiliate with the CFT. In July, negotiations began on contract language for office employees. In the fall, membership in all UBC Unions increased significantly, through a UBC membership drive. Over 800 teachers, secretaries, custodians and lunchroom employees celebrated at the first UBC cocktail party.

#### 1981

After a spirited debate over CFT policy on desegregation and affirmative action, members re-affirmed CFT support for the NAACP desegregation suit vs. the board of education. In two landmark arbitration decisions, CFT overturned the dismissals of two tenured teachers alleged incompetent. Their reinstatement with back pay was another benefit of the 1977 strike, when binding arbitration of teacher dismissals was negotiated. After a year of stalled negotiations, teachers and office personnel met at Music Hall in February and staged a mass picket at the Ed Center in March. The protests brought resolution of key teacher issues by April, including dental insurance, a lay-off procedure and ten-day pay periods. Teachers delayed a final settlement to support the office employees' demands. In September, teachers and office staff ratified non-economic contract terms extending through 1984. Office workers won advisory arbitration of grievances, fair promotion procedures, due process in appraisal suspension and dismissal, stronger layoff and transfer provisions and less restrictive sick leave policies. In hotly contested officer elections, Mooney defeated a challenge by former President Stephens, but the RSVP ( Roger Stephens Victory Party Slate elected Dorothy Battle, 1st Vice President; Carl F. Tschofen, 2nd Vice President; Future Vincent, Treasurer; Melody Dacey, Secretary; and Paul Amspaugh, Chief Labor Delegate. The Urban Coalition initiated by CFT and OFT early in 1980 paid off in 1981 when the General Assembly passed HB694, a two-year State Budget. Aid to education was increased \$750 million. Urban schools won a cost-of-doing business factor and big hike in Disadvantaged Pupil Impact Aid (DPIA). Battle and Dacey resigned in the fall. In a November special election, Ralph Jackson was elected 1st Vice President and Weiler, Secretary. UBC began economic negotiations (for 1983 and 1984) on December 3. AFSCME later made a separate peace, but teachers, office negotiators broke off talks on New Year's Eve with agreement in sight. That night the Board unilaterally approved raises for 1983 and 1984.

#### 1982

October, 1982 the Cincinnati Teachers Association barely collected enough signatures to trigger a representative election. CFT campaigned on its record: dramatic improvements in salary (71% in 7 years), fringe benefits and teacher rights, but CFT gave equal emphasis to future bargaining goals - reduced teacher workload, stronger seniority rights, an improved salary index and greater academic authority for teachers.

December 2, THE RESULTS: CFT re-elected as bargaining agent for a five year term 69% to 30.5%. In November's gubernatorial election, CFT actively supported Richard Celeste who promised reform in school funding and a public employee collective bargaining law.

#### 1983

CFT waged a campaign to save home economics, art, music and industrial arts courses in grades 7-8 without increasing teacher workload. Hundreds of teachers turned out for a series of School Board meetings and hearings. In June, despite vigorous lobbying efforts by CFT and OFT, Cincinnati schools were shortchanged by the state budget adopted in June, leaving CPS to face an \$8 million deficit. Mooney blamed unfair distribution of state aid and expressed disappointment in Governor Celeste and Senate Finance Chairman Bill Bowen. But Celeste fulfilled one campaign pledge and signed a law granting collective bargaining rights to Ohio public employees. OFT lobbying fought off crippling amendments that would have deleted the right-to-strike and severely restricted the list of negotiable issues. In August, CFT agreed to help the School Board make it through 1983 without falling into state receivership by delaying final December paycheck until January, 1984. In exchange, CFT negotiated job security for 1984 through teacher re-training and Board "pick-up" of retirement contributions for teachers and office staff - a substantial tax savings. CFT also won full health and life insurance coverage for LD Tutors and elimination of annual limits on drug coverage. School Board representatives walked out of negotiations on a contract reopener after two brief sessions, refusing to talk until CFT dropped all issues except compensation. A bargaining survey conducted by professional pollsters said reducing class size was teachers' number one priority. Tougher academic standards and competitive salaries for experienced teachers were among the top five. Office staff want job security, greater access to promotions and more experience steps on their salary schedule. CFT criticized low academic standards and large classes in paid radio spots and a series of guest editorials. The effort to agree on a new contract a year in advance was unsuccessful the reopener expired on December 31. Operating Engineers also refused to settle.

In January, CFT members voted to submit the same proposals when talks begin on a new contract in November. On April 1, Ohio's public employee collective bargaining law became effective. It requires public employees to negotiate over "wages, hours, and other terms and conditions and employment" and legalizes strikes by school employees. The administration agreed to review grading and promotion policies, but insisted on stacking the review committee. CFT declined to participate and formed a broad-based task force of parent and community leaders, higher education and teacher representatives. In May, the Task Force report urged higher standards, more remedial programs and greater teacher authority coupled with strong parent involvement in promotion decisions. CFT launched a Dial-A-Teacher program in February, staffing telephone lines Monday through Thursday evenings to help students with homework. The project was funded by Greater Cincinnati Foundation, Procter and Gamble, and the Emery Trust and operated in cooperation-operation with Cincinnati Public Schools. We ended the school year with 2225 teachers and office employees in CFT,

CFT actively supported two tax levies on the November ballot: a renewal of operating millage and a new levy earmarked for building maintenance. Both passed.

On November 8th, CFT began "Bargaining for Better Schools." Major issues: smaller classes, grading standards, a new teacher evaluation plan, equal course offerings in grades 7-8, a new salary index to provide competitive salaries for veteran teachers, agency shop, transfer and layoff policies, and binding arbitration of grievances.

In November and December, CFT mounted a major public relations campaign seeking community support for our contract goals. Efforts included: leaflet distribution during the holiday shopping season, a half-page Cincinnati Enquirer ad highlighting social promotion, a half-hour live debate on WCPO-TV, a Speakers' Bureau visiting community, civic and labor groups, and extensive news coverage. 400 teachers and office staff attended the December School Board meeting.

December 31st: Our contract expired. Talks were stalled.

January-February: Community outreach continues. CFT's analysis of class size data receives extensive media coverage. 30,000 flyers were mailed to parents and citizens on overcrowded classes. The Women's City Club, CASE, PTA, and other civic groups sponsored another debate. Parents, citizens, and teachers pack the January 14th Board meeting. Twelve-parents and community leaders waited 3 hours to speak in favor of CFT's proposals. Citizens for Quality Education was formed afterwards to support the educational improvements sought by CFT.

In February, after 6 weeks without a contract, CFT and ACPSOP authorized a one day strike, march, and rally for better schools. CFT negotiators returned to the table, but a two week effort by the Federal Mediator fails to produce a settlement. The Bargaining Team set a February 21st date for the walkout, with a rally at Emery Auditorium and a march to the Ed Center. Teachers mail 30,000 flyers and CFT airs paid radio spots seeking parent and citizen support for the march and rally. The School Board offers-substitutes \$80.00 per day for February 21st, but few accept. Nonetheless, the superintendent pretends schools will be open for "business as usual."

February 21st, 5:00 a.m.: After two all night sessions, an agreement in principle is reached on a new contract, heading off the strike set for that morning. The Cincinnati Enquirer reports on February 22, "Teachers Win on Big Issues." The three year contract includes: class size limits (best in Ohio, a new teacher evaluation process modeled on the Toledo plan, higher promotion standards coupled with more teacher control over grading, equalization of course offerings and teacher workload in grades 7-8. The new salary index includes an average 8% raise, but a typical teacher with a M.A. and 12 years gets 9.5%. This new index places CPS second in starting salary and fourth in M.A. maximum among Hamilton County's 22 districts. A new Benefit Bank provides flexible funds for any medical related expenses.

Office employees won a 3-year wage hike of 8%, 4%, 5%, plus the Benefit Bank. Their pact includes a new salary schedule with progressive experience increments and greatly expanded promotional opportunities.

Both teachers and office staff ratify the new contracts unanimously.

In June, members endorse incumbent Jerry Lawson, challenger Charles Hughes, and CFT member Virginia Rhodes for the Board of Education and pledge a major campaign effort.

February-June: Three of four teacher dismissals appealed to arbitration are reversed by arbitrators. Large legal and arbitration bills, plus costs of the public relations campaign lead the Executive Council to propose a dues increase.

CFT ends the school year with 2450 members.

In June, members endorsed one incumbent - Jerry Lawson - and two challengers Charles Hughes and CFT member Virginia Rhodes - for the board of Education. CFT pledges major financial and volunteer support.

Running on many of the same issues raised by CFT in recent contract talks, Rhodes proves to be a dynamic campaigner and effective fund-raiser.

In a stunning upset, Rhodes became the first challenger elected to the School Board in over 10 years. She came in first of all 7 candidates for 4 seats, with all 4 incumbents seeking re-election. She ran 14,000 votes ahead of second place and placed first in 23 of 26 city wards and in all 3 suburban cities. CFT support was credited for Jerry Lawson's narrow win over another Incumbent, G. David Schiering.

Implementation of new contract provisions governing class size, peer appraisal, student grading and promotion, lesson plans and other matters consume major CFT energies. Teachers took on an expanded role in setting education policies through joint committees governing key areas such as teacher allocations, fringe benefits, peer appraisal, health and safety, and grade appeals. For the first time, CFT also appointed all teachers to all Board committees, including textbook and curriculum review.

#### 1986

Throughout the school year, CFT hammered at the problem of persistently low achieving-schools, calling CPS a two-tiered system. In March, CFT formed a Task Force of teachers, community leaders, and parents which called for a major School Board investment in disadvantaged schools. At minimum, the Task Force urged funding two pilot schools with pre-school, all day kindergarten, K-3 class size of 15, counselors, more VT time, and other services, but allowing teachers to decide how to use these resources.

In July, the School Board approved 2 pilot schools with \$50,000 each in supplemental funds per year and guarantees of joint teacher-administration decisions on program design.

In September members welcome new Superintendent Dr. Lee Etta Powell at CFT's annual back-to-school Cocktail Party. On October 1st, Powell becomes both the first woman and the first Black superintendent. All signs point to a knowledgeable, down-to-earth leader who is very serious about education.

With Powell's support, funds are increased for the two demonstration schools \$100,000 for program improvements to be determined by the staff, all-day kindergarten, half-time counselors and half-time home/school coordinators. A Central Advisory Committee with 3 CFT representatives, chooses Taft and McKinley elementary schools after a competitive application process. The two schools are promised real autonomy in designing effective programs.

CFT earns national recognition for creating new professional roles for teachers, bargaining power-sharing arrangements, and cooperative efforts to improve schools.

#### 1987

In March, Marc Turner, Executive Director with the Carnegie Forum, speaks to Cincinnati education, business, and community leaders, saying that the Demonstration Schools are the kind of experiment envisioned by the Carnegie Report.

Throughout 1986-87, joint CFT/administration committees tackle a variety of educational issues, including minority teacher recruitment, unequal course offerings, middle school curriculum, organization, excessive student mobility, and sex education. Support from Superintendent Powell and Board member Virginia Rhodes (a former CFT teacher) is key to success in these efforts.

In April, a CFT commissioned survey on "Professionalization of Teaching" reveals that 41% of CPS teachers have considered leaving in the past 2 years. Bureaucracy and administrative policies are the most common reasons. The survey also showed an overwhelming lack of confidence in student testing programs and academic standards in CPS. Teachers expressed strong support for a career ladder and more professional development opportunities.

A broadly representative Collective Bargaining Committee drafts a "Plan for Excellence" calling for major improvements in teaching and learning conditions and in student programs and services, a substantial jump in both starting and maximum salaries, new career advancement and professional development plans, and expanded teacher roles in educational decisions. In May, members vote to establish ladder committee to conduct exploratory talks with the administration. CFT helped to

influence a Long Range Plan for CPS adopted by the School Board in May. The product of year-long deliberations by a community task force, the plan stresses upgrading disadvantaged neighborhood schools, CFT's major theme since 1985.

CFT ends the 1986-87 school year with 2800 members.

In November, CFT worked hard to pass an 8.9 mill tax levy, which voters approved in November, by a 154 vote margin out of 100,000 votes cast. CFT's COPE was instrumental in electing Charles Hughes to the Board of Education, displacing incumbent John Rudy. Hughes had been active around School Board issues for 10 years and supported CFT Goals in 1984-85 contract talks. He had sent his children and grandchildren through CPS and is Political Action Committee Chair for the Greater Cincinnati Rainbow Coalition. The Virginia Rhodes election and 1985 victory over G. David Scheiring displaced the conservative majority that had dominated the school board since 1974. In October, members agreed to utilize "principled negotiations" or "Win/Win Bargaining" in upcoming contract talks. Consultants from the Harvard Negotiations Project trained CFT and School Board Bargaining Teams. Superintendent Powell recommended Deputy Superintendent Lynn Goodwin as chief negotiator for the Board, rather than attorney James K. Lawrence and the School Board approved. Then talks began in mid-November, it was the first time CFT did not face Mr. Lawrence across the table and the first time the administration had taken an active role in negotiations since CFT won bargaining rights in 1976.

1988

After 3 1/2 months of intensive, full time negotiations using the "Win/Win" process, a new contract was ratified February 9th by a 2-1 vote. There was considerable debate in the ratification meeting about whether the "Win/Win" process had brought the best possible settlement as opposed to a more traditional, confrontational process. The package included a 16 1/2% raise, plus a \$450 increase in the Medical Reimbursement Bank over 3 years, a reduction in high school teacher workload to 5 periods daily, reduction to 150 students maximum per week for elementary teachers, increased prep time to 255 minutes per week for elementary teachers; in grades 7-12, at least 225 minutes per week which must be during the student day. Peer assistance and appraisal was made a permanent program and expanded, the framework of a Career Ladder was set forth in the contract with detailed plans to be worked out by a joint committee. A Professional Development Fund, jointly administered by CFT and CPS, was created to provide sabbaticals and professional conference leave and to grant credit on the salary schedules for CEU's in lieu of college credit. Non-CFT members are required to pay a fair share fee as of September 1, 1988.

TBC's were granted a greater role in setting policy on personal leave and high school activity periods. Departments were empowered to recommend teaching assignments each year.

Family support was improved by guaranteeing Board support for the employee day care center, reimbursing adoption fees up to \$2,000 and strengthening job sharing.

A Trust Agreement was signed alongside the Collective Bargaining Contract to expand the scope of bargaining on the educational issues and initiate new and experimental programs.

ACPSOP (CFT's office employees Chapter won comparable raises and benefit gains, plus improved vacation, certification upgrades, joint committees to establish VDT safety standards, job description for all employees, and a Career Ladder for office personnel.

The euphoria of a major contract settled without acrimony wore off quickly when implementing the new provisions proved nearly as contentious as in the past. Training sessions on the new contract provisions for principals and CFT building reps that were to be jointly conducted never occurred nor did school level training in the problem solving techniques used in the Win/Win process. Predictably, grievances and tension between teachers and administrators mounted.

Over the summer, CFT was certified by the State Employee Relations board to bargain for daily rate substitutes.

As required by state laws, CFT engaged an independent accounting firm, Arthur Andersen and Company, to audit our books and recommend a fair share fee. CFT Executive Council set the fee at 88% of dues in accordance with the accountant's report.

When school opened, relations between CFT and administration deteriorated further as a new discipline policy resulted in a sharp deterioration of student behavior. A new Reading/Communication Arts program was badly implemented, triggering many complaints. Nearly 300 elementary teachers, attending a CFT sponsored reading forum in October, were angry about inadequate materials, too much duplicating and too rigorous directives from Central Office. Contract implementation continued to be difficult. An offer by the Harvard Negotiations Project to mediate was spurned by the Superintendent.

Meanwhile, 22 objectors appealed the amount of CFT's fair share.

1989

Fed up, teachers packed a School Board meeting in February to protest backlogged grievances, failure to implement some provisions, administrative sabotage of a shared decision project at Taft and McKinley Elementary Schools and lack of consultation, in general, with teachers on new programs. In the spring, top administrators made some overtures to improve relations with CFT. A joint teacher/administrative reading task force agreed on some changes in the reading materials and more flexible program guidelines. However, some problems remained regarding implementation of a few contract provisions. Seven items in the Trust Agreement were in progress, but nothing had been done on eleven others.

In March, our first contract settlement was reached for daily rate substitutes containing pay incentives for subs willing to work anywhere in the district, new guarantees regarding substitute work day, appraisal and dismissal procedures and rights to discipline students. Some fringe benefits were included, a first in the State of Ohio.

After four days of hearings, arbitrator Bruce McIntosh upheld CFT's fair share fee almost entirely, shaving half a percent.

Over the summer, CFT released teacher survey results showing a sharp deterioration in school discipline across the system during '88-89. In August, CFT proposed a crisis plan to the administration to improve the discipline situation for the new school year.

In the fall, CFT helped to pass two school tax levy renewals, an operating levy and a special maintenance levy. In the School Board election two of four CFT candidates won. Former union activist Virginia Rhodes again led the field. Newcomer Bill Seitz, endorsed by CFT, promised to shake up a board that had been very passive for the past three years. In October, CFT, CPS and City Council finally reached agreement on a long-standing dispute about abatement and diversion of school property taxes by City Hall. City Council promised to reimburse the school district for its actual losses when property taxes are abated or diverted with some of the proceeds going to pay for city services offered in the schools, such as nurses and crossing guards.

During the fall, the first Collective Bargaining Contract for daily rate substitute teachers was successfully implemented.

1990

In February, CFT and administration reached agreement on the Career in Teaching Program that was outlined in the 1988 contract settlement. This companion agreement to the Collective Bargaining Contract was ratified by the CFT membership and Board during the spring. Cincinnati's first group of lead teachers was assessed and awarded credentials in June. Committees of teachers working with their principals interviewed and selected lead teachers for specific school level positions.

Despite CFT/Administration cooperation on sophisticated professional reforms like the career ladder, the administration continued to show disregard for compliance with basic terms of the contract and due process requirements. This led CFT to file six lawsuits against the Board of Education by the end of the school year, each alleging contract violations.

One of the suits alleged racial discrimination based on the Board's denial of transfer rights to black teachers at Carson and Sands Montessori School as well as forced transfer of white teachers from Carson in order to establish a racial balance.

During the spring a joint teacher/administrator committee investigated shared decision making/site based management sending representatives to conferences on that topic, visiting other AFT cities which have implemented it, and staging a conference on SBM/SDM for faculty and administrators at thirteen schools.

CFT and CPS hosted the Urban District Leadership Conference and AFT President Al Shanker spoke to principals, CFT building reps and community leaders at a breakfast meeting sponsored by CPS administration, a watershed event.

By the end of the school year nearly all provisions of the educational Trust Agreement had been implemented.

CFT membership continued to increase reaching 3550 by June 30.

In ACPSOP Chapter elections, members elected a new President, June Campbell, along with Sandra Faulkner, First Vice President; Ron Coffey, Second Vice President; Bernice Patrick, Secretary.

In July, Mooney is elected an AFT Vice President at the national convention in Boston, a first for CFT.

In the fall, CFT/ACPSOP prepares for contract talks with salary and discipline merging as top priorities in pre-bargaining surveys. The union seeks to establish school based management/ shared decision making and accelerate school restructuring.

The School Board seeks a 7.21 mill emergency levy to cover a \$27 million deficit. CFT works harder than in any previous levy campaign CFT phone bank volunteers make 15,000 calls to parents and other registered voters, but widespread dissatisfaction with CPS administration, confusion about school finances, and taxpayer resistance to any new taxes doom the levy which goes down by a large margin along with every school operating levy on Southwest Ohio ballots. In late November, contract talks begin in the context of a severe financial crisis. The School Board must seek state approval for an emergency loan to get through the school year. State law requires the Board to cut \$15 million from its annual budget in order to repay the loan within two years.

Meanwhile, OFT breaks its pattern of down-the-line support for Democratic candidates with a controversial endorsement of Republican George Voinovich for Governor. Voinovich's detailed education reform platform mirrors the union's to a great extent, while Democrat Tony Celebrezze offers only vague rhetoric.

1991

Contract talks are slowed as debate focuses on a way to impose the required \$15 million in budget cuts. Teachers and office employees begin the year without a contract and work under short term extensions of the old agreement. State education officials suggest 600 teachers can be cut, but recommend no cuts in administration. Superintendent Powell finally recommends a plan to cut 181 teachers, 25 custodians, 17 instructor assistants, and only 8 "central office personnel." CFT rallies public support against Powell's plan and persuades the School Board to modify it, forcing more administrative cuts. The union then demands, successfully, that the administration and Board negotiate the budget cuts. A February Budget Reduction Agreement limits front-line teacher cuts to 94 positions, makes deeper cuts in new curriculum expenditures and administrative overhead.

In March, mediation fails to bring about contract settlement. In an effort to settle the dispute and unite the district for the next tax levy attempt, CFT offers to make raises contingent on new revenues. The Board refuses, leading to an intensive public debate on the negotiations. The Board also insists on an "open contract" which either party can reopen at any time, on any topic, for three years. New discipline policies also remain unsettled.

On April 22, 2000 teachers and office employees "March for a Share in the Future" from Lytle Park to the Board of Education to press our case for a fair contract. When talks continue to move at a snail's pace, CFT/ACPSOP members vote, nearly unanimously, on May 15 to authorize a one-day strike. CFT Executive Council later sets the date for the first day of the new school year. Days before the march, Powell resigned as Superintendent, but the Board agrees to hire her as a consultant for two years at \$178,000 in fees and benefits. Public reaction is overwhelmingly negative to the buy out.

On June 28, CFT/ACPSOP and the School Board reach agreement on a secure three-year contract only CFT can trigger economic reopeners. Settlement includes tough new discipline policies. 4% raises each year (1991, 1992, 1993) plus a phased-in \$1000. increment for career teachers are contingent on passage of a November, 1991 tax levy.

In July, Woodward High School Principal Mike Brandt was named interim superintendent, promising collaboration with teachers, firm discipline policies and support for restructuring. In August, the School Board votes to seek a 9.83 mill levy in November. Unnamed benefactors step in and pay for the buy-out of former Superintendent Powell's contract on the condition that she simply resign, with no consulting arrangement.

At the request of levy campaign sponsors, Mooney asks Brewster Rhoads, a well-known Democratic campaign consultant, to take on what most believe to be a hopeless cause. Despite an extremely late start to the campaign, Rhoads leads a 60-day blitz to a stunning 54% victory on November 5, 1991. Success resulted from a broad coalition of business, unions, parents and African-American leaders and organizations pulling out all the stops.

Early in the campaign, a highly critical analysis of CPS was released by the Cincinnati Business Committee. The "Buenger Commission Report" crystallized public dissatisfaction with the schools, but offered a platform for reform. Support for the commission report by Superintendent Brandt, the School Board and CFT, particularly Brandt's pledge to cut central office bureaucracy by \$6.5 million within two years, were critical to winning voter support for the levy. So were academic reforms enacted by the Board during the campaign, including increased graduation requirements, a "No Pass, No Play" policy and an end to social promotion. CFT had advocated such academic standards since the mid 80's.

Outreach efforts included a voter registration drive which signed up 6,000 new voters, vigorous efforts by school levy teams, massive phone banks, several mailings to voters in target precincts, extensive television advertising featuring Superintendent

Brandt as a leader for change and reform, a prayer vigil by an interdenominational religious coalition, a visit by Jesse Jackson, "Ten Star Coalition" of Board employee unions, a "Starlit Gala" reception which raised over \$25,000 for the campaign, and an election eve "human billboard" at key intersections all across the city, conceived and organized by CFT Political Action Chair Jene Galvin.

CFT's efforts in the campaign were unprecedented, including over \$30,000, a series of radio ads and a great deal of donated staff and volunteer time.

Passage of the levy triggered implementation of the negotiated raises, including retroactive payment of the first 4%. It temporarily stabilized district finances, but another levy loomed in 1993 to avoid more loans, more cuts and state receivership.

Teachers were pleased with implementation of the tough new discipline code negotiated by CFT and reported more orderly classrooms, but the price was high with suspension and expulsion rates soaring. Disproportionate numbers of African-American students suspended, a continuing trend, caused criticism of discipline policies.

## 1992

Planning began for key reforms advocated by the Buenger Report. With School Board approval, Brandt offers a generous resignation/retirement incentive for administrators as a first step in downsizing the central office. CFT/ACPSOP representatives are involved in a "Design Team" which analyzed the work of the school district, including what services schools actually need from a central office. In May, Brandt announces the new central office design with more drastic cuts than previously promised or expected. Over 50% of central office administration is eliminated, including 65 administrators and 27 support staff (i.e., teachers on special assignment, technicians and paraprofessionals). The reorganization is the most drastic reduction in the bureaucracy ever attempted by an urban school district. It includes elimination of all instructional supervisors. CFT proposes more rapid expansion of lead teacher positions to fill the void and takes steps to form K-12 Curriculum Councils in all major teaching fields to oversee curriculum, testing, textbooks and other instructional materials. The CFT/ACPSOP representatives work with management to determine clerical staffing needs of the new central office; the union advocates beefing up the school clerical staff, especially in 22 elementary schools with only one secretary.

ACPSOP President June Campbell is reelected along with Sandra Faulkner, 1st Vice President; Ron Coffey, 2nd Vice President; and Karla Payne, Secretary/Treasurer.

CFT releases a comprehensive 12-point proposal "Next Steps on School Discipline" which calls for in-school alternatives to suspension in all schools, plus a districtwide school(s) for chronically disruptive students and voluntary residential sites for students whose home environment undermines academic progress and good behavior in school. The plan also calls for expanded teacher training in classroom management and cultural sensitivity, conflict resolution training for students, and removal of ineffective principals.

In July, President Mooney and Treasurer Future Vincent attend Democratic National Convention as delegates pledged to Arkansas Governor Bill Clinton. In August, Clinton addresses AFT National Convention and receives union endorsement. Outreach to CFT/ACPSOP members stresses President Bush's advocacy of school vouchers and Clinton's support to public education. Clinton beats Bush and independent Ross Perot in November.

CFT submits various budget proposals to school board for program improvement. In September, Board adopts budget with in-school suspension classes for most schools and 23% increase in funds for classroom materials and supplies. However, many teachers never see the increase. Board also orders a balanced budget for 1993-94.

Implementation of Buenger Commission reforms continues, but progress in the pilot mini district is stalled by disputes over direction and the role of outside consultants hired by Cincinnati Business Committee (CBC). Teachers are not consulted in major decisions. In December, Brandt replaces Pilot Director and CBC releases consultants. New tone in pilot stresses cooperation with CFT and consultation with teachers, school staffs and parents.

## 1993

In January-February, teachers elect delegates to Curriculum Councils and CFT conducts organizational meetings for each of 10 councils.

In January, Superintendent moves to implement Local School Decision Making Committees, approved in principle by School Board in 1991. LSDMC's makeup is 1/4 parents, 1/4 community, 1/4 teachers and 1/4 other school staff. Long simmering dispute over LSDMC role in teacher and staff evaluation boils over. Brandt eventually recommends to Board that LSDMC's

not be involved in performance evaluations. After lengthy debate, school Board votes 4-3 in April against LSDMC involvement in evaluation. Committee's role is limited to setting school goals, selecting principal when vacancy occurs, approving school budget and major program changes.

An economic reopener, scheduled to begin in late '92 is delayed as Brandt administration prepares a balanced budget plan for 1993-94. CFT priorities include full-time PE, Art and Music specialists for elementary schools and early retirement incentives. Brandt also unveils new alternative schools plan for 1994-95.

\$21 million in cuts will be needed to eliminate a deficit and cover for 4% inflation of expenditures including salaries. In late April, Brandt unveils a plan to cut \$27 million in programs he considers wasteful, ineffective or inequitable, along with a \$6 million "reinvestment" in new or expanded programs. Deep cuts are made in vocational education and instrumental music. Brandt also unveils new alternative schools plan for 1994-95. Cuts are painful but Brandt earns respect for making tough decisions, for balance and for not exempting sacred cows. 465 jobs to be cut include 220 teaching positions along with further cuts in central administration and 13 assistant principals. Reinvestments recommended by Brandt include long standing CFT priorities, especially 80 additional PE, Art and Music teachers phased in over two years.

Hoping to avoid lay-off, CFT Executive Council votes to extend lay-off deadline, to allow time for negotiations on retirement incentives. May agreement is reached and ratified by union members. It includes substantial retirement/resignation incentives, commitment to additional PE, Art and Music specialists, with expanded prep time for elementary teachers. Agreement also requires TBC/principal joint decisions on distribution of instructional supply money and contract teacher status and salary for SLD Tutors and Pre School Instructors. Additional lead teacher positions created, for foreign languages, curriculum council chairs and others. School Board approves agreement May 13 by one vote.

By June 1 deadline, over 250 teachers sign up for retirement incentive, but vacancies opened by retirements don't altogether match program cuts. On June 11, school board lays off 60 teachers; 50 are in vocational education. CFT negotiates out placement services, severance pay and retraining for those affected.

Meanwhile, school board approves budget cuts and alternative school plans on May 24, after several public hearings. Loudest protests center on closing CAPE (physical education magnet) and instrumental music cuts.

Teacher and former CFT Activist Virginia Rhodes declined to seek a third term in fall School Board elections. CFT supports Lynn Marmer, a former CPS teacher, Catherine Ingram, parent and CASE activist, Dennis Sullivan, retired Cincinnati Bell Chief Financial Officer and Harriet Russell, retired Walnut Hills teacher, all Democrats. Three of the four are also supported by Cincinnati's business community. All four CFT endorsed candidates win, shifting the School Board to a Democratic majority.

Board of Education proposes a 4.85% mill levy to allow \$348 million in desperately needed facilities improvements. Campaign features opposition by Baptist Ministers Conference and some other African-American community activists who argue that black students are disproportionately suspended/expelled. Despite support by other black ministers and elected officials and a well-funded campaign, the bond levy is rejected by 59%.

CFT joins coalition to oppose repeal of a city human rights ordinance, but conservatives, including the same Baptist Ministers Conference, prevail. Cincinnati votes to allow discrimination based on sexual orientation; US District Court later enjoins repeal of the ordinance.

Preparing for negotiations, CFT members adopt "Next Steps in School Reform" a position paper which includes both contract and policy proposals. "Next Steps" calls for high professional standards for teachers including more frequent evaluation and a "Professional Practices Code." It also calls for reintegrating principals into the teaching profession; principals must teach part time if there is any hope for them to function as instructional leaders. CFT also seeks special classes and separate schools for disruptive and violent students, shared educational leadership by teachers and administrators and local school section of new faculty.

1994

Six months of "principled negotiations" produce significant progress on school reform, teacher empowerment and improved working conditions, talks reach crises stage over salary. Administration's inability to manage its budget and identify wasteful spending is a major stumbling block. In May, CFT recommends \$8 million in budget cuts and seeks a strike authorization vote, granted by a near unanimous vote by an overflow crowd of angry CFT/ACPSOP members.

On the last day of school, settlement is reached on a 1994-95 contract. It features cost-of-living raises plus substantial increases for veteran teachers to make CPS salaries competitive with suburban districts. Many of CFT's "Next Steps" are

agreed, including joint teacher-principal selection of new faculty and Instructional Leadership Teams in the Pilot Mini District and any other school where the principal and a teacher majority adopts the model. A new teacher evaluation process will be jointly designed and used more frequently; lead teacher roles are strengthened.

In May ACPSOP President June Campbell is re-elected. Mooney is re-elected as an AFT Vice President at the national union convention in July.

CPS tax levy renewal fails in November triggering a financial crisis. Republican takeover of the Ohio House of Representatives and all state offices leads to threats of school voucher legislation and tax on public employee rights. Similar Republican sweep of U.S. Congress bodes ill for school voucher fight at the federal level and cuts in federal aid to education.

In October, health care reopener begins. CFT and CPS seek competitive bids from all insurance carriers for comprehensive, managed medical, dental, prescription and dental care with three-year rate guarantees.

#### 1995

After several rounds of bidding and negotiation over plan design, CFT and CPS bargaining teams reach tentative agreement on new health plans March 30. The plans will save \$27 million over three years while preserving comprehensive coverage at minimal cost to teachers and other employees. After a month of informational meetings, publications and debate, plans are ratified by a close vote.

In April, Retirement Chairman Dick Kiley challenges Mooney for CFT presidency. Mooney is re-elected 930 votes to 839.

On April 6, Superintendent Brandt recommends \$31 million in cuts to balance CPS budget. Cuts include all secondary librarians, all middle school counselors and all but one per high school, nearly all extra curricular activities and deep cuts in magnet school staffing. CFT members adopt action plan to seek new funds for CPS. Campaign is launched aimed at city, county and state government.

In May, a thousand teachers and parents march from the County Court House to the City Hall. Later 200 teachers and supporters travel to Columbus to attend Senate budget hearings and press for Cincinnati's fair share of state aid. CPS wins modest gains in state support, but the two-year budget includes a \$5 million school voucher "pilot program" in Cleveland.

When county commissioners enact a 1 cent sales tax to fund construction of two new sport stadiums and other building projects, CFT seeks a share of the tax for all public schools in the county. Commissioners reject a compromised proposal August 2 and CFT helps circulate petitions to place the tax on the March 1996 ballot for repeal.

After debate over whether to seek a new levy at all in 1996, the School Board votes in August to place two levies on the November ballot, a 3.74 mill renewal and a new levy of 5 mills. Brewster Rhoads agrees to manage the campaign and a broad coalition rallies to support public schools. Mooney and Brandt hold extensive discussions with a pro-levy African-American community coalition led by the Baptist Ministers Conference; a 20 point plan for improving city schools is agreed on and announced shortly before Election Day. In late Sept., at CFT's urging, the Board commits to restore \$9 million in programs and services if the levies pass. Despite prediction that voters will not approve a tax increase, both levies pass, the renewal by 68% and the new levy by 53%.

#### 1996

Seeking broader support, Hamilton County Commissioners place a reduced, 1/2 cent sales tax on the March primary ballot; the county and Cincinnati City Council each pledge \$5 million per year for 20 years for building improvements in CPS if the sales tax passes and new stadiums are built. Commissioners enter into a written agreement with the School Board, but the March primary comes and goes with no formal agreement with City Hall.

Meanwhile, the School Board places another operating levy renewal on the March ballot, the final step in a financial stability package. Campaign momentum, a broad coalition and voter support continue from the fall campaign; voters say yes to public schools by a record 72%. Approval of three levies in five months by wide margins deflates the school voucher movement. CFT remains neutral on the sales tax vote, which passes comfortably.

OFT becomes lead plaintiff in a lawsuit challenging the Cleveland voucher program, joined by PTA, OEA, ACLU, other groups and individuals. CFT and OFT lobbying efforts help stop Charter school legislation that would divert state and local school tax dollars to independent schools.

In May, June Campbell is reelected ACPSOP president over Sandra Faulkner. In August, CFT hosts the 80th Convention of the American Federation of Teachers, offering hospitality unsurpassed by previous host locals and showcasing Cincinnati's school reform efforts.

The Board of Education abandons a decade of principled (aka "win/win") negotiations with CFT, hiring the notoriously hard line Taft, Stettinius and Hollister law firm and insisting on reverting to traditional bargaining methods.

In August, CPS administrators unveil a five year strategic plan for school reform, "Students First," drafted without parent or teacher involvement. CFT asks all chapters and Curriculum Councils for reaction and adopts a resolution in November calling for extensive amendments to the strategic plan before the school board approves it. Some amendments are agreed by through the Educational Initiatives Panel; however, key issues remain unresolved and take center stage in a bitter round of negotiations beginning late November. Board negotiators seek take backs regarding fine arts and physical education programs, prep time, class size, transfer and surplussing rights and health benefits costs.

December 9 is a watershed in Board relationships with teachers and parents. About 1000 come to a school board meeting, invited by the district and by CFT to comment on the strategic plan before a Board vote. About half are shut out of the meeting and the Education Center, left out in the cold, literally. Those who are admitted to express concerns are ignored; all seven board members have already signed a resolution adopting an amended Strategic Plan the public hasn't even seen.

In December, over 300 teachers and other school staff sign petitions of "No Confidence" in the Board and administration. The Board insists on submitting unresolved issues to a state fact finder in mid-December; most of the issues relate to school reform and reorganization called for in the strategic plan.

Cincinnati teacher salaries reach the top rank in Hamilton County, according to a CFT survey of school districts. Our beginning salary ranks 2nd among 24 districts; Cincinnati is 4th in maximum salary with a masters degree.

1997

In early January, the fact finder rules for the Board on school reform issues while offering teachers 3% raises each year for three years. Another fact finder offers ACPSOP only 2.5% and no improvements in working conditions, staffing or safety issues. CFT and ACPSOP Bargaining Teams recommend a "no" vote on both contracts, while the Board of Education votes to accept both. With a 3/5 vote of the membership required to reject contracts proposed by the fact finder, 89% of teacher members and 88% of ACPSOP members vote to reject. After rattling sabers, the Board's negotiators return to the table. Tentative Agreements on three year contracts are reached in early March, after intense and difficult talks.

Ratified March 17, the new teacher contract creates "team based schools" in which teams of teachers share responsibility for education common groups of students for 2-3 years. Team based schools are governed by an Instructional Leadership Team of at least 60% teacher and including parents, non-teaching staff representatives and the principal. They have substantial autonomy over staffing, organization and budget. 8 schools are selected as the first wave with 12 more slated for 1998 and 20 more in 1999. All schools will operate under ILT's by Jan., 1998, meeting a long standing CFT goal of shared decision making in Cincinnati schools.

Both teachers and office personnel win salary packages worth 3% per year and a reopener on health plans and costs beginning in August. Teachers' salary settlement includes a new step 27 of \$1500 and a new \$750 increment for completing board required training, effective 1998. ACPSOP wins upgrades for intermediates with good performance ratings, increased longevity pay and upgrades for various classifications.

In March, the Ohio Supreme Court declares the state's system of funding public education unconstitutional and gives the General Assembly one year to devise a "thorough and efficient" system. In May, an Ohio Appeals Court upholds plaintiffs, led by OFT, and struck down the private school voucher program in Cleveland.

In April, Mooney is re-elected by a 2-1 margin along with the CFT Leadership Slate of officers, Standing Committee Chairs and Area Coordinators. New officers include Greg Smith, substitute teacher, elected 2nd VP and Katie Hofmann, Fairview music teacher, elected 3rd Vice President. Karen Greenlee retired as CFT 2nd VP (for 12 years) and CPS School social worker.

In June, CFT joined parents, ministers and organized labor to form the Coalition for an Accountable School Board with the goal of recruiting, nominating and electing new and more responsive school board members. CASB will also represent Cincinnati parents, teacher and taxpayers in the statewide fight for fair and reliable school funding.

CASB supports Rev. Rousseau O'Neal, Tim O'Connor, Barry Cholak, and Herb Smith. The Cincinnati Business Committee (CBC) backs incumbents Lynn Marmer, Catherine Ingram, and Harriet Russell along with parent activist Sally Warner. Outspent 10-1, the CASB supported candidates did well, O'Connor placing 5<sup>th</sup> and O'Neal 6<sup>th</sup>. Their campaign shined the spotlight on CBC bundling of campaign contributions to control school board elections, and forced deliberations on a Facilities Master Plan for CPS out in the open.

The battle to win fair compensation for special education Case Coordinators escalates, as administration turns a simple negotiation over a pay formula into a long and bitter struggle. With no agreement in sight, CFT urges Case Coordinators to resign rather than work for nothing. Bidding and negotiations begin on the health care reopener.

1998

The year began sadly for CFT. On January 2, Naren Benn CFT officer and long time ACPSOP activist passed away. CFT's Recording Secretary since 1990, Naren was a founder of ACPSOP, served as its Grievance Chair from 1979, and helped lead ACPSOP into affiliation with CFT.

CFT members took the lead in earning certification by the National Board for Professional Teaching Standards (NBPTS), with 24 Board certified teachers, ranking 2<sup>nd</sup> among all school districts in the US.

In February, CFT members vote to endorse an AFT policy statement on intervention in chronically low-performing schools, including a complete redesign where warranted.

In March, a health care agreement is reached and ratified, but only after sharp criticism by some school board members that that the pact does not include concessions by CFT, especially on sick leave conversion. 3 school board members oppose the deal.

In May, a divided school board hires Steven Adamowski, an Assistant Commissioner of Education of Delaware, as superintendent of schools. Sally Warner and Cathy Ingram vote 'no,' and Board president Art Hull remains opposed until the final vote. Major community organizations also oppose the appointment based on Adamowski's lack of experience in an urban district.

CFT members approve a modest dues increase to cover public relations costs from 1996-97 contract talks, and to fund expanded leadership training, publications and on-going public outreach. Within two years the additional income is offset by steep CPS budget cuts, which include lay-offs, and the growth of charter school enrollment.

CFT becomes a partner in developing the district's budget through the joint Budget Commission created by the collective bargaining contract. The recommended budget for 1998-99 includes restoration of extra-curricular funds over two years, phasing in 2 full-time clerical positions at all elementary schools, and 12 additional team-based schools.

112 University of Cincinnati interns complete a full year of training in the district's Professional Practice Schools and become certified. 100% of graduates from the Hughes Center's High School for the Teaching Professions enroll in college.

In July, delegates to the National Education Association's national convention reject a merger agreement. AFT's convention delegates approve the merger by a near unanimous vote.

In May, CFT joined forces with organized labor and nearly all education organizations in Ohio to defeat Issue 2, a 1-cent sales tax hike, by an overwhelming 80% vote at the primary election. Backed by Governor Voinovich and the majority in the General Assembly, Issue 2 would not have fixed structural flaws in the state's school funding system ordered by the Ohio Supreme Court. Local school levies every 3-4 years would still have been required.

Charter schools take center stage as the new school year begins in September. Despite a projected \$500,000 loss to state chartered schools, the school board votes to sell the surplus Riverside-Harrison school building to industrialist and school voucher advocate David Brennan, who is launching a chain of for-profit charters around three state. CFT members endorse a proposal by Mooney urging the district to create public charters that enjoy a great deal of autonomy, but remain part of CPS, and use district teachers and other staff.

Implementation of the newly negotiated \$750 training increment gets off to a rocky start.

ACPSOP wins upgrades of 22 clerical positions, after a long process of job evaluations and review by the city's Civil Service Commission.

Facilities Master Plan nears completion with intense debate over the impact of facilities decisions on programs. Magnet programs are targeted. CFT urges the Board not to dismantle program under the guise of facilities improvements. The Board adopts a Master Plan by year's end.

The district makes an insulting offer on case coordinator pay, estimated at \$6.00 per hour. CFT proposes submitting the dispute to arbitration.

In December, CFT members reject a contract amendment needed to implement School Assistance and Redesign Plan developed by administrators and CFT leaders.

1999

Members receive a 3% raise called for in the 1997-99 contract settlement. CFT forms a Task Force to consider proposals to break up large comprehensive high schools into smaller theme based schools.

After intensive controversy in the community over the union's decision to block implementation of the School Assistance and Redesign Plan, members vote in February to reconsider. A contract amendment is approved to allow all teachers to be surplus if their school falls into the School Redesign category, based on objective criteria agreed on by CFT and CPS. Job security is guaranteed and teachers can re-apply to the redesigned school based on training, experience and qualifications for its new program. Principals of redesigned schools are also displaced under the plan.

Tensions rise between CFT and the district, as the new administration seems determined to unilaterally implement reforms and fails to respect contractual agreements. Student Based Budgeting is introduced, for example, with no input from the joint Budget Commission.

CPS faces major budget cuts due to shrinking state aid. School budgets are chopped by \$180 per pupil. In March, CFT launches a major public outreach campaign featuring ads on 7 radio stations and mailings to parents and community leaders. CFT's efforts to strengthen the teaching profession through higher standards and demands for a fair share of state aid are the themes. In April, CFT proposes a win-win retirement incentive plan - not linked to the prohibitively expensive STRS "buy-out" - that will save CPS \$15 million over 6 years.

Through the Budget Commission and formal negotiations, CFT and administration hammer out a budget reduction agreement that seeks to minimize damage to instruction, preserve professional programs and opportunities, and restores funds to school budgets if and when voters approve a school tax levy.

In August, CFT sues the school board because administrators hired new teachers while some veterans were still without a school placement. The union's Collective Bargaining Committee begins developing proposals for negotiations, with the contract set to expire December 31. CFT dissents from the Board's decision to seek only a 4 mill levy in November because the increase will not allow the Board to keep its promise to restore school budget cuts and avoid another levy for four years.

As a new school year begins, Supt. Adamowski pushes CPS to become the first Ohio district to charter schools out to private groups. Backed by a new Board policy inviting charter applications, administrators actively recruit organizations and individuals to organize charter schools. Initially, the Board rejects four charter applications, but eventually grants 5 of the 9 charters recommended by Supt. Adamowski, over strong CFT objections. They will divert an estimated \$3 million from CPS in 2000-2001. Meanwhile, the administration virtually ignores CFT proposals to grant substantial autonomy to charters if they remain districts schools.

In September, Mooney attends the 2nd National Education Summit of Governors, business and education leaders as part of Ohio's delegation. CFT proposes new teacher hiring standards for CPS and offers to take over recruiting, a major weakness for CPS, under a service contract with the district.

In October, CFT files an Unfair Labor Practice charge with the State Employee Relations Board, based on the district's failure to process grievances.

A new coalition - Cincinnatians for Public Education (CPE) - is formed to recruit and endorse candidates for the Cincinnati Board of Education. Participating organizations include the Democratic Party, Charter Committee, Cincinnati AFL-CIO, and Women's Political Caucus. Individuals active in the Urban League, Parents for Public Schools, Women's City Club, Cincinnati Association, and the League for Civic Renewal also serve on CPE's Board of Directors. CPE endorses incumbent Art Hull, former Ohio Governor John J. Gilligan and UC education professor Florence Newell.

On Election Day, Gilligan comes in first despite quiet but forceful opposition from the Cincinnati Business Committee. Newell also wins a seat. But, Art Hull is defeated, after CBC withdraws support because of his independent stands. Incumbent Rick Williams is also re-elected.

Voters reject the district's four-mill levy, raising the specter of more cuts, and casting a cloud over pending contract talks. Despite two Ohio Supreme Court rulings requiring an overhaul of school funding, school districts remain heavily dependent on property tax levies. Planning begins for another try in March.

The superintendent and school board reject CFT's offer to return to an interest based (or "win-win") bargaining process, and cling to the adversarial approach. CFT's initial proposals focus on strengthening teacher quality. When talks begin, administrators put drastic take back proposals on the table, in the name of reform and more school autonomy. Their proposals would dismantle most of the professional rights teachers have won in 22 years of collective bargaining. CFT counters with a vigorous public outreach campaign promoting research based reform and criticizing risky, untested "reforms" such as charter schools.

In December, CFT releases teacher survey results showing reduced class size as members' top priority in a new contract. CFT amends its proposal to seek a guarantee that K-3 classes will be capped at 15-18 if the March levy passes.

In November, Supt. Adamowski unveils "Implementation Recommendations" for facilities changes that actually repeal most of the Facilities Master Plan drafted by a citizen Task Force and approved by the school board a year earlier. His plan calls for closing and not replacing 7-9 schools, compared to a net loss of one school in the original Board approved plan. On December 13, the Board adopts a "redistricting plan" that includes closing schools and eliminating popular programs, despite fierce opposition from parents and CFT. Some 500 people attended the longest school board meeting in recent history; Nearly all of the 60 speakers opposed the plan, including CFT representatives.

2000

Impasse in contract talks places unresolved teacher and ACPSOP contract issues before state fact finders, after several days of hearings. In February, fact finders recommend settlement terms. Teachers are offered a 3% raise for each of three years, reduced class size as proposed by the union, and a mostly status quo contract otherwise. The administration gets none of the take backs it sought. But, a fact finder's proposed terms for a new ACPSOP contract are less favorable.

At the largest membership meeting in the union's history, some 2800 CFT members hear their Bargaining Team's recommendation to accept the fact finder's recommended terms, and subsequently do so by ballot. They also vote nearly unanimously to authorize a strike if the Board of Education does not accept. ACPSOP members vote to reject their fact finders report, as recommended by their Bargaining Team. As CFT prepares to launch a new round of public outreach, including radio ads, to explain its position, a WCPO-TV poll shows strong support for teachers in the dispute. In a surprise move, Supt. Adamowski recommends that the school board accept the fact finder's report, and they do. CFT returns to the table to complete ACPSOP negotiations and wins a salary settlement comparable to the teachers' along with other contract improvements.

In January, Mooney announces his candidacy for president of the Ohio Federation of Teachers and that, if elected at the state federation's April Convention, he will step down as CFT president in May.

SERB sides with CFT in February finding probable cause that CPS violated state law by failing to process grievances.

The school board places two levies on the March 7 ballot, a renewal and a 6.5 mill new levy that includes restoring school budget cuts, reduced primary class size, and raises. CFT gives all out support including its own advertising effort financed in part by member contributions. But, voters say 'no' for the second time.

Lengthy delays by CPS attorneys in responding to draft contract language and disputes over interpretation of the fact finder's report slow down formal contract ratification. In May, teachers ratify by 1898 to 65 in school site balloting, while ACPSOP members vote 221 to 7 for approval.

Meanwhile, CFT enters into a new round of talks with the district, limited to the union's initial contract proposals on teacher professionalism. A tentative agreement is reached on May 9 that makes key professional programs permanent and ensures adequate funding levels. The Peer Assistance and Evaluation Program and Career in Teaching Program will no longer be subject to annual cancellation or cuts. The district also agrees to adopt hiring standards proposed by CFT in September 1999. And, the agreement includes a new teacher evaluation system (TES) developed by a teacher dominated committee. The most controversial provision of the agreement will link evaluation ratings to salary effective August 2002 unless teachers or the

school board later vote not to implement “pay for performance” by 70%. CFT members vote 1255 to 1046 to ratify the agreement in September.

Mooney is elected OFT president in April, and takes office immediately. In May, Collective Bargaining Chair Rick Beck is elected over Recording Secretary Murray Grace in a special election to complete the remainder of the two-year term as CFT president. Betty Grawe was elected ACPSOP President.

A new battle with Supt. Adamowski erupts in April over teacher lay-offs, including the first lay-offs of regular elementary teachers in memory. CFT acknowledges surplus of teachers in some fields, but argues that the numbers far exceed what is required, that elementary lay-offs are not justified, and that the process violates the union’s contract, with the wrong individuals targeted in many cases. More than 80 grievances, Unfair Labor Practice Charges, and a lawsuit are filed. The Board of Education votes 4-2 on May 15 to recall 47 elementary teachers, but board attorneys advise that 5 votes are needed to rescind a personnel action recommended by the superintendent. Most of those laid-off are reinstated by fall.

Paychecks delivering 3% raises retroactive to January are finally distributed June 30, with interest.

After receiving the evaluation of the pilot year of the new Teacher Evaluation System, CFT and CPS administrators begin considering revisions. The Committee of the Whole, which developed the evaluation standards and procedures, deliberates for three days and holds two open forums to gather teacher opinions.

In July, Betty Hill, Millvale, a 28-year teacher and union activist, was selected as CFT Field Representative, replacing Jerome Tuggle, who retired.

Over the summer, the never-ending saga of case coordinator pay resurfaces as the administration tries to short coordinator paychecks after caseloads increase.

The Board agrees to arbitrate two disputes over interpretation of the February fact finders’ report. Work year for visiting teachers and lack of raises for coaches and extra-curricular sponsors are at issue. In December, an arbitrator rules against CFT on both issues.

Leslie Gauch, Taft is named Building Rep. of the Year, and Leslie Kreimer, Roberts Member of the Year in August.

In October, the Board of Education votes 4-3 to extend Supt. Adamowski’s contract for three more years. Russell, Ingram and Newell vote no.

Schools will see substantial funding increases after voters finally approve an operating levy in November, the third attempt. The levy includes funds to reduce class size to 15-17 in grades K-3, a reform proposed by CFT in December 1999 and included in the contract settlement. Also included in the levy package: additional funding for neighborhood schools and mid-year restoration of the \$180 per pupil budget cut imposed on all schools.

In December, the Board and CFT agree to extend health insurance plans for one year with no changes in coverage, employee contributions, or co-pays. And, arbitrator Frank Keenan rules that denial of transfer requests to Clifton and Parham schools, while new employees were hired, is grievable and that the case may proceed to a full arbitration hearing.

Three more schools are designated for redesign. The EIP offers the school communities three instructional program options: Direct Instruction, America’s Choice or Edison Schools. Edison is included to prevent a church sponsored charter school run by Edison. But, none of the schools select the for-profit Edison.

## 2001

Tentative Agreement on a wide-ranging TES amendment reached in August 2001 and ratified in October. The amendment incorporated significant professional development activities to prepare teachers for comprehensive evaluation. It provided for a phase-in of four years for teachers to undergo a Comprehensive Evaluation (except for new hires, Novice 3, those seeking lead teacher credentials, those seeking continuing contracts and intervention teachers). Teachers who were in the original group to be evaluated under the Comprehensive Evaluation were given their choice as to whether to retain or eliminate their scores. Many other changes were made, based upon research and surveys, to refine TES.

CFT was informed by Superintendent Adamowski that CFT was \$300,000 in arrears for reimbursement to the Board of Education for salaries and benefits of full-time CFT and ACPSOP staff employees and notified CFT that immediate payment was required. CFT/ACPSOP members approved a temporary, three year dues increase at the November Membership Meeting, allowing CFT/ACPSOP to secure a loan, reimburse the district and become current on other outstanding debts.

Jerome Tuggle was hired by Executive Council as Director of Organization. Liz Jones was appointed as Collective Bargaining Chairperson, following the retirement of Steve Sexton.

An agreement was reached between Superintendent Adamowski and CFT involving “Incentive to Attract Teachers in Areas of Shortage.” The administration had previously paid “signing bonuses” to some new hires without negotiating this. The agreement was ratified and it provided for new hires, in areas of identified teacher shortages, to be reimbursed up to \$2,000 per year, for up to three years, for a maximum of \$6,000. The incentive also applied to current employees who completed re-certification in the areas of identified teacher shortages during the 2000-2001 school year, and who began teaching classes in the areas of need. These incentives required submission of receipts for course work that improved knowledge of subject(s) taught, tuition reimbursement, to repay student loans, and to reimburse for relocation expenses.

CFT/ACPSOP endorsed Catherine Ingram, Harriet Russell and Melanie Bates for CPS School Board. All three won seats.

Board of Education adopts per pupil budgeting system. CPS moves out of Academic Emergency and into Academic Watch.

A backlog of 100 grievances was resolved. The Alternative Grievance Panel was totally reconstituted.

## 2002

CFT President Sue Taylor conducts monthly “President’s Night-In” at CFT Office to meet with, listen to, and problem-solve issues with members.

CFT/ACPSOP Website becomes operational.

CPS moves forward with High School Restructuring. Withrow International and Withrow University, as well as Western Hills Design Tech and Western Hills University, approved as new high schools by Board of Education. CFT and CPS agree to amend the CBA to permit only then current Withrow and Western Hills teaching staff to apply for new positions in the newly formed high schools on those two campuses during Round 1. Remaining vacancies were to be posted for districtwide applications during Round 2. Amendment was approved at the January Membership Meeting.

CFT began preparations for collective bargaining by holding four area meetings to solicit input from members.

In January CPS unveiled its new \$1 billion building plan to renovate 32 schools, build 35 new schools and close 14 schools.

CFT Constitution was amended to change majority approval for a waiver to approval by a two-thirds vote.

CFT prepared for upcoming “Pay for Performance” vote. AFT assistance was secured to conduct a Peter Hart Research poll on TES and Pay for Performance. AFT Nat Rep Mel Dribban was assigned to CFT to assist with Pay for Performance vote preparations. CPS administration was willing to make modifications to the design of the pay for performance plan but CFT Executive Council found these to be “too little, too late.” In May 96.4% of CFT members vote to reject Skills and Knowledge Compensation Plan (Pay for Performance). CPS accused the CFT leadership of failing to provide information to members regarding their willingness to make plan modifications. CFT filed an Unfair Labor Practice Complaint regarding a memo Dr. Adamowski wrote to administrators, prior to the Pay for Performance vote. CFT lost that ULP. CFT convened a committee to research Pay for Performance designs implemented in other districts. Rob Weil, AFT Ed Issues Deputy Director, provided the committee with an overview of such designs. CPS was invited to participate, but declined.

In August Dr. Adamowski abruptly announced his plan to resign as Superintendent. Rosa Blackwell was named Interim Superintendent.

In September, after a closed and secret process for screening Superintendent applicants, Mr. Alton Frailey, former Assistant Superintendent from Spring Branch Independent School District, outside of Houston, Texas, was approved by a 7 – 0 Board of Education vote to become the next CPS Superintendent. He began his full-time duties as Superintendent in November.

Bond Issue 2 to fund the Facilities Master Plan was defeated by voters.

CFT, ACPSOP and CPS reached a Tentative Agreement to extend the CBA for a year with a 3% across the board raise. This amendment and extension of the CBA for one year was approved at the December CFT Membership Meeting.

Board of Education approved the first phase to begin building new schools (as the funding for phase 1 had already been secured through agreements between the school district and the city and the county).

STRS health care problems emerge.

Long time CFT activist Paul Amspaugh passed away.

2003

CFT President Sue Taylor continues monthly “President’s Night-In” sessions, meeting with members.

CFT/ACPSOP membership vote to endorse Bond Issue and contributed \$5,000.

K-3 class size reductions became effective.

No Child Left Behind regulations took effect.

CFT member Chris Grant, Taft Elementary School teacher and BR, approved as CFT Election Chairperson.

Betty A. Hill, CFT Field Rep, announced her retirement.

CFT election results were announced. Sue Taylor was re-elected as CFT President, Ralph Jackson, 1<sup>st</sup> VP; Scott Grunder, 2<sup>nd</sup> VP; Tricia Deaton; 3<sup>rd</sup> VP, Julia Wiant, Treasurer; Dottie Davis, Secretary; Tim Kraus, Chief Labor Delegate; Julie Skidmore, Publications Chair; Diana Porter, Political Action Chair; Liz Jones, Collective Bargaining Chair; Ed Jaspers, Grievance Chair; Gary Combs, Ed Policies Chair; Steffanie Volk, Social Chair; Jane Simon, Member Services Chair; Jeff Bixby, Human Rights Chair; and Bob Buerkle, Retirement Chair. The following Area Coordinators were elected; Rochelle Johnson, Dave Callahan, Don Luckie, Audrey Cash, Michael Benton, Kat Soderquist, Alberta Hemsley, AJ Brown, Apollos Harris, and Alex Brown as Substitute Teacher AC. The following were elected as OFT EC elected delegates: Ed Jaspers, Katie Hofmann, Kathy Gross, Scott Grunder, Joyce Johnson, and Wellyn Collins. ACPSOP OFT EC delegate elected was Jannis Robertson.

CFT Health Care Bargaining Team was confirmed: Sue Taylor, Ralph Jackson, AJ Brown, Lesly Briedis, Ed Jaspers, Liz Jones, Mike Sage and Bob Buerkle as an alternate.

Long-time CFT Member and Project Succeed Teacher Marcia Hodges is named as new CFT Field Rep.

CPS Bond Issue passes, providing funding for all phases of the Facilities Master Plan.

CFT/ACPSOP endorsed Derry Hooks, Florence Newell and Jack Gilligan for School Board. Newell, Gilligan and Rick Williams were all re-elected.

Lead problems are discovered at Heberle School, causing a relocation for abatement.

Tentative Agreement was reached on Health Care for CFT and ACPSOP with increases in Rx co-pays, doctor visit co-pays, and employee contributions. Increases were also negotiated for employee benefit bank contributions. A spousal surcharge included, as well as an “opt out provision” incentive for employees who have alternative medical coverage and who choose to opt out of CPS coverage. New health care agreement ratified in October.

CFT approved the following as members of the CFT Bargaining Team: Sue Taylor, Chief Negotiator; Ralph Jackson; Liz Jones; Steve Kern; Dottie Davis; Ralph Jackson; Michael Benton; Joyce Valerius; Rochelle Johnson; Evelyn Kross; Ed Jaspers; and Marsha Manner (alternate).

CFT Bargaining Priorities adopted at the November 2003 Membership Meeting.

Gary Combs resigned from CPS and Letitia West, Mt. Washington teacher, confirmed as Ed Policies Chairperson.

Long time CFT Field Rep Dean Dennis, accepted Lead Social Worker position in CPS. Dean accepts part time CFT position as “special projects” director. Jerome Tuggle approved as Field Rep. Dave Callahan approved as Director of Organization.

CFT/ACPSOP made a financial donation to the new Underground Railroad Freedom Center.

Charter schools proliferate and drain away millions from CPS.

Long-time CFT/ACPSOP lead secretary Carole Hargis retired. Kelly Singleton approved as new Lead Secretary.

2004

Dr. Florence Newell named CPS Board of Education President.

CFT and ACPSOP negotiations continue using a collaborative bargaining method. Jerry Lawson serves as facilitator for CFT and CPS negotiations.

Schools experience severe budget shortfalls due to declining enrollment. CPS approves the merger of Douglass and Windsor (at Douglass site) and Vine and Rothenberg (at Vine site).

CFT and CPS reach a tentative agreement which includes three year raises of 3.2%, 3 % and 2.7 %, with the third year 2.7% contingent upon the passage of school levy. The tentative agreement also included a 3% additional raise at Step 27, increases for Lead Teachers (the first ever). Increases were also built into the Schedule E Salaries. A Severance Incentive Plan was also part of the Tentative Agreement. After having congratulated the CPS Negotiations Team, Superintendent Frailey's support of the Tentative Agreement began to waiver. After being asked by Board Members for his recommendation and not being able to provide a recommendation, Mr. Frailey ultimately recommended rejection of the Tentative Agreement.

CFT staged a protest at a Board Meeting, which included information picketing by hundreds of members. American Federation of Government Employees officers joined our march around the Education Center. The Board Meeting was packed by CFT members and supporters who wore "CFT Bargained in Good Faith" buttons. Sue Taylor and Ralph Jackson spoke at the Board Meeting.

An unsuccessful attempt was made to mediate but ultimately CFT requested Fact-Finding. Fact-Finding hearing was scheduled May 6 and 7. CPS identified nine areas of the Tentative Agreement to dispute, several of which were items initiated by the CPS Bargaining Team. The Fact-Finder ruled in CFT's favor on the majority of issues CPS had identified as "unresolved." The Fact-Finder ruled against the Employee Severance Plan, as well as against a side memo on collaboration.

CPS Board of Education voted 4-2-1 to accept the Fact-Finder's ruling with Melanie Bates and Rick Williams voting no. Catherine Ingram abstained from the vote. CFT members voted to approve the Fact-Finder's rulings on May 25 and 26, thus ratifying our new Collective Bargaining Agreement.

CFT filed an Unfair Labor Practice complaint with SERB charging that CPS had not bargained in good faith. CFT did not win this ULP as SERB ruled that Board Member, Rick Williams, was not bound by the ground rules adopted by the Bargaining Teams.

CPS announced the extension of the student day in many district elementary schools. CFT filed an Unfair Labor Practice complaint with SERB. CFT did not win this ULP as the ruling stated that the Superintendent had the right to set the time of the student day and ILT's developed the schedule within that student day.

Long-time CFT 1<sup>st</sup> VP Ralph Jackson retired as a CPS teacher and continues to serve the remainder of his term as CFT 1<sup>st</sup> VP.

Jerome Tuggle resigned as CFT Field Rep. Ed Jaspers, Western Hills Traditional HS BR appointed as new Field Rep. CFT Executive Council appointed Ralph Jackson to be Director of Organization for 2004-05.

CFT/ACPSOP began to mobilize a campaign for the school levy renewal over the summer months. Two Board Members, Melanie Bates and Rick Williams, opposed this levy renewal. Despite endorsements from many community groups, the Cincinnati Business Committee, Baptist Ministers Conference, Enquirer and Post opposed the renewal. CFT developed its own campaign literature that was distributed to community members and to schools. A true grassroots campaign, with a very restricted budget, mobilized an effective campaign, leading to approval of the levy renewal by Cincinnati voters.

In August CPS announced that it had overspent its budget by \$22 million. Superintendent Frailey announced to the public that he planned to negotiate an Employee Severance Plan.

In December Mr. Frailey resigned as Superintendent to accept a position as Superintendent in DeSoto School District in Texas. Mrs. Rosa Blackwell named Acting Superintendent.

CFT and ACPSOP appointed a bargaining team to negotiate a Severance Incentive Plan. Negotiations occurred before, during and after Winter Recess.

# ***CONSTITUTION***

**CONSTITUTION**  
**of The**  
**CINCINNATI FEDERATION OF TEACHERS**

As Amended through May, 2005

**ARTICLE I** **NAME**

This organization shall be known as the Cincinnati Federation of Teachers (CFT), American Federation of Teachers (AFT) Local Number 1520, AFL-CIO.

**ARTICLE II** **OBJECTIVES**

The purpose of this organization shall be:

- Section 1. To bring groups of teachers into relations of mutual assistance and cooperation.
- Section 2. To promote and protect the rights of teachers and other educational employees.
- Section 3. To raise the standards of the teaching profession by securing the conditions essential to the best professional service, and by upgrading professional certification requirements.
- Section 4. To promote the democratic process in the schools so as to enable them better to equip their pupils to take their place in the economic, social, and political life of the community.
- Section 5. To promote full and equal educational opportunities for all.
- Section 6. To elect political candidates who best represent education and labor.
- Section 7. To affect alliances with organizations having concern for and interest in education.
- Section 8. To advance the economic securities and professional interests of teachers and other educational employees, and to secure their active participation in the formation and administration of educational policies.

**ARTICLE III** **MEMBERSHIP**

- Section 1. All teachers, including substitute teachers, counselors, librarians, speech therapists, psychologists, visiting teachers, teacher-librarians, learning disability tutors, pre-school instructors, consulting teachers, and graduate student interns employed by or on lay-off from the Cincinnati Public Schools; all clerical and office personnel represented by the Association of Cincinnati Public Schools Office Personnel/CFT employed by or on lay-off from the Cincinnati Public Schools, and CFT staff shall be eligible for membership. Teachers on STRS disability retirement shall remain eligible for membership for five (5) years. Supervisory and administrative personnel are not eligible for membership.
- Section 2. Teachers in public or private institutions outside the jurisdiction of this local may be admitted into membership until such time as a local is chartered in their jurisdiction.
- Section 3. No discrimination shall ever be shown toward individual members or applicants for membership because of race, creed, gender, social, political or economic status, national origin or sexual orientation.
- Section 4. Any member may be expelled for an act detrimental to the CFT upon presentation of written charges signed by one-fourth (1/4) of the total membership and approved by at least three-fourths (3/4) of the Executive Council. The member shall have the right to appeal the decision to the membership at the following membership meeting and shall be reinstated with full rights if a majority of the members present vote to reinstate.
- Section 5. Any member who fails to pay dues upon their expiration shall be placed in inactive status with a grace period of thirty (30) days and deleted from the national records within a period of two months.

**ARTICLE IV** **AFFILIATIONS**

- Section 1. The CFT shall maintain affiliation with, and, whenever possible, send delegates to the following organizations;
  - a. The American Federation of Teachers--all delegates and alternates to the national convention of the AFT shall be elected by majority vote no later than the March membership meeting. At least three delegates shall be members of the office employees chapter (ACPSOP). Notice of the election shall be made at least ten (10) days prior to the election. The president and secretary shall certify the election and forward the credentials of all elected delegates and alternates to the national convention. The delegates shall confer with the treasurer to make sure per capita payments for June have been sent to the national office in time for CFT delegates to be seated at the national convention.

- b. The Ohio Federation of Teachers--delegates shall be elected no later than one month before the state convention at a regular membership meeting. At least three delegates shall be members of the office employees chapter (ACPSOP).
- c. Greater Cincinnati Central Labor Council, AFL-CIO,--The Chief delegate shall be elected at the regular biennial election of officers. Other delegates shall be appointed by the president and confirmed at any regular membership meeting. At least one delegate shall represent the office employees chapter (ACPSOP).
- d. The Ohio AFL-CIO--delegates shall be elected one month before the state labor convention at a regular membership meeting. At least one delegate shall represent the office employees chapter (ACPSOP).
- e. OFT Executive Council--delegates shall be elected at the regular biennial election of officers, except that one delegate shall be elected by members of ACPSOP.

- Section 2. The ranking delegate or another delegate chosen by the delegation shall report on the convention or meeting.
- Section 3. CFT, to the best of its ability, shall be active in the affairs of affiliated organizations.
- Section 4. Delegates to affiliated organizations shall meet the same requirements as officers of this local.
- Section 5. The president, first vice-president, and the president of the office employees chapter (ACPSOP) shall be delegates to all affiliate meetings.
- Section 6. Nominations for delegates to affiliate conventions must be submitted in writing to the Recording Secretary at the CFT office by 4:00 p.m. of the day prior to the membership meeting at which delegates are to be elected. Delegates shall complete and sign a form pledging to attend convention sessions and fulfill the duties of a delegate. Expense reimbursement may be withheld from a delegate who does not fulfill those duties.

**ARTICLE V OFFICERS**

- Section 1. The following officers shall be elected biennially by this union:
  - a. President
  - b. First Vice-President
  - c. Second Vice-President
  - d. Third Vice-President
  - e. Treasurer
  - f. Secretary
  - g. Chief Labor Delegate to the Greater Cincinnati Central Labor Council
- Section 2. Officers shall be elected by a secret referendum ballot preceding the April membership meeting. A plurality of all votes cast shall be necessary for election.
- Section 3. Officers shall be installed in May either at the regular membership meeting or at a special meeting or banquet held for this purpose.
- Section 4. Vacancies in any office shall be filled by the Executive Council until a special election can be held within the next sixty (60) days except when the balance of the term is one year or less, in which case the replacement shall serve the balance of the term. Special elections shall be conducted following procedures set forth in Article XVI except that timelines shall be modified as stipulated in groundrules for each special election which shall be recommended by the Election Chair and approved at a membership meeting prior to the close of nominations.
- Section 5. Any officer who fails to perform the duties of the office or follow the constitution can be removed from office by two-thirds (2/3) recommendation of the Executive Council and a two-thirds (2/3) referendum vote of the membership.
- Section 6. The Executive Council shall accept reports of the committee heads, and may act upon them as deemed best through Executive Council majority vote.

**ARTICLE VI DUTIES OF THE OFFICERS**

- Section 1. President--The president shall preside at all CFT meetings. He shall be an ex-officio member of all committees except the Audit Committee. He shall sign all necessary papers and documents, and represent the local when and where necessary. He shall make a report to the membership at least once each year summarizing CFT accomplishments and outlining plans for the next year. The Presidency shall be a paid full-time position. The president shall appoint all members of joint CFT/Board of Education committees that have been provided for in collective bargaining agreements and these appointees shall serve at the discretion of the president. The president shall coordinate legal aid with the AFT and OFT Defense Fund Committees.
- Section 2. First Vice-President--The first vice-president shall chair the Executive Council, coordinate committees, and act for the president in the absence of that officer.
- Section 3. Second Vice-President--The second vice-president shall coordinate areas, oversee election of and communication with Building Reps, plan membership drives with staff and area coordinators, preside at Executive Council meetings in the absence of the first vice-president, maintain membership records, assist committee heads in meeting their responsibilities, aid the president generally in organizing and mobilizing members to implement policy and directives from Executive Council and membership meetings and serve as liaison to the Retiree Chapter..

- Section 4. Third Vice-President--The third vice-president shall represent CFT to community organizations and assist the president in the performance of his/her duties.
- Section 5. Treasurer--The duties of the treasurer shall be:
- a. To receive, record, and deposit in the name of CFT all money from dues and other sources;
  - b. To see that all per capita dues and current membership lists are forwarded to the national office of the AFT and to other affiliated organizations to keep in good standing at all times. Special care shall be taken to see that per capita tax through June 30 is sent to the national office in time for delegates to be seated at the national convention to make sure delegates from the CFT may be seated;
  - c. To keep adequate records available at all times for the Executive Council and the Audit Committee;
  - d. To pay all bills authorized by the budget, retaining voucher or invoice for same. Expenditures of money greater than one hundred ten percent (110%) of budgeted amounts for major budget categories shall be approved by the membership. Non-budgeted legal and arbitration expenses, however, may be paid out of the Legal Assistance Contingency Fund (AKA Albert Mann Defense Fund) without prior membership approval.
  - e. Upon written request by any member, the treasurer shall make available within a reasonable amount of time the financial records requested for review by the member.
- Section 6. Secretary--The secretary shall record minutes of the general membership and Executive Council meetings and file them in the CFT office within one week after the meetings.
- Section 7. Chief Labor Delegate--The central labor council chief delegate shall chair the labor council delegates, attend all central labor council meetings, serve as liaison to all other unions, marshal CFT support in the central labor council, and cooperate and affiliate with community organizations and/or arrange for CFT to keep them informed.

## ARTICLE VII THE EXECUTIVE COUNCIL (EC)

- Section 1. The Executive Council shall consist of the following:
- a. All elected officers;
  - b. All elected chairpersons of standing committees;
  - c. All elected Area Coordinators;
  - d. The president of the office personnel chapter of the CFT.
- Section 2. The EC shall administer CFT policy as set by the membership at regular meetings. It shall have the power to act for the good of the CFT in situations where policy cannot be set by the membership, i.e. during the summer months and holidays.
- Section 3. The first vice-president shall chair all EC meetings.
- Section 4. The Executive Council shall meet monthly throughout the school year. Other meetings may be scheduled by the Executive Council. Special meetings of the Executive Council may be called by the president. Any member may attend as a spectator except during sessions declared sensitive by EC majority vote or personal by a member appearing before the Executive Council.
- Section 5. The Executive Council shall determine staffing needs in addition to the president and shall employ all other staff. Staff salaries shall be tied to the teacher salary schedule. CFT staff shall receive all appropriate increments according to the teacher salary schedule while on CFT staff. Staff shall perform their duties under a contract approved by the Executive Council.
- Section 6. The Executive Council shall report its activities at each regular membership meeting through the first vice-president or the secretary.
- Section 7. A quorum of the Executive Council shall consist of at least fifty percent (50%) of the current Executive Council membership.
- Section 8. The Executive Council shall approve all procedures regarding the payment of stipends or expense reimbursements to any member.
- Section 9. One area coordinator who is an ACPSOP member shall be elected biennially by those members of the office personnel chapter of the CFT. Nine area coordinators shall be elected biennially by those members who are not members of the office personnel chapter of the CFT and who are not daily rate (other than long term substitutes), substitute teachers. One area coordinator who is a daily rate shall be elected biennially by those members who are daily rate (other than long term substitute) substitute teachers.
- Section 10. Vacancies of any area coordinator or standing committee chairperson position that arises after a regular biennial election shall be filled by a majority vote of the Executive Council.

## ARTICLE VIII COMMITTEES

- Section 1. The following standing committees shall be active in this Federation:
- |  |   |    |
|--|---|----|
| a. Budget (Treasurer will chair)                             | f. Social Activities  |    |
| b. Legislation and Political Action<br>Collective Bargaining | g. Labor and Community Relations<br>(Chief Labor Delegate will chair) | c. |
| d. Grievance   | h. Member Services  |    |
| e. Educational Policies                                      | i. Human Rights   |    |
|  | j. Retirement   |    |
- Section 2. The following special committees shall be active in this Federation:
- |                    |                       |
|--------------------|-----------------------|
| a. Audit Committee | b. Election Committee |
|--------------------|-----------------------|
- Section 3. The chairpersons of the following standing committees shall be elected biennially commencing in March of 1987:
- |                                      |                       |
|--------------------------------------|-----------------------|
| A. Legislation and Political Action; | E. Social Activities; |
| B. Collective Bargaining;            | F. Member Services;   |
| C. Grievance;                        | G. Human Rights;      |
| D. Educational Policies;             | H. Retirement.        |
- Section 4. The members of each committee shall be appointed by the chairperson with the consent of the Executive Council.
- Section 5. The Audit Committee shall consist of five members elected by the membership at the May meeting. The chairperson of this committee shall be elected from and by the members of the audit committee. The audit committee shall audit the treasurer's books and present an annual report to the membership. The audit committee shall be empowered to request that funds be made available for the services of a professional auditor and shall hire such an auditor if the committee determines this to be necessary.
- Section 6. The President shall nominate the chairperson of the election committee at the January membership meeting. The membership shall confirm this nomination. If the membership does not confirm the President's nominee, additional nominations shall be taken from the floor, and the membership shall elect the chair at that meeting. The chair of the election committee shall select the members of the election committee who shall be approved at the February membership meeting. No individual who is running for an office may serve on the election committee

**ARTICLE IX** **DUTIES OF STANDING COMMITTEES**

- Section 1. The Budget Committee consisting of the president, treasurer, and three other Executive Council members, shall prepare the yearly budget. The Executive Council shall approve the budget, for the fiscal year of July 1 through June 30, in April for recommendation to the membership at the May meeting.
- Section 2. The Legislation and Political Action Committee shall screen and initiate resolutions for consideration by the AFT, OFT and the local pertaining to all levels of government. It shall present the record of government officials, influence legislative bills, and screen political candidates.
- Section 3. The Collective Bargaining Committee shall prepare and substantiate contract proposals. Prior to the commencement of negotiations, it shall present these proposals for approval of the members.
- Section 4. The Grievance Committee, consisting of the chairperson and up to seven other members shall monitor the processing of teacher complaints and grievances; shall make the initial determination--subject to appeal--in regard to level three grievance appeals (arbitration); shall recommend to the membership policy on grievance-related issues.
- Section 5. The Educational Policies Committee shall develop and propose resolutions and positions on curriculum, teaching methods, and related issues.
- Section 6. The Social Activities Committee shall be responsible for the annual cocktail party for all members and implement any other social activities approved by the Executive Council or general membership.
- Section 7. The Labor and Community Relations Committee, chaired by the chief labor delegate to the central labor council shall represent CFT at functions of other unions and coordinate activities to promote the involvement of other unions.
- Section 8. The Member Services Committee shall seek the cooperation of assorted businesses and monitor their services.
- Section 9. The Human Rights Committee shall recommend policy regarding racial, philosophical, gender, and ethnic identity.

**ARTICLE X** **MEETINGS**

- Section 1. Meetings shall be held once monthly during the school year except for December and June, unless called.

- Section 2. The Executive Council shall determine the time and place of membership meetings. Those dates and times shall be announced no later than one week prior to the first membership meeting of the school year.
- Section 3. A quorum shall consist of three percent (3%) of the total paid membership.
- Section 4. Special meetings of the membership may be called by the Executive Council if the members are notified twenty-four (24) hours prior to the meeting. Special meetings may also be called by petition of three percent (3%) of the total membership.

**ARTICLE XI** **RULES OF ORDER**

- Section 1. The President shall appoint a parliamentarian and an alternate, and may appoint sergeants-at-arms.
- Section 2. Roberts' Rules of Order, newly revised, shall govern in all cases not covered by this constitution or the by-laws of the local.

**ARTICLE XII** **FINANCE**

- Section 1. Regular dues shall be set by majority vote at any regular meeting, providing it has been announced at the previous monthly meeting.

**ARTICLE XIII** **AMENDMENT**

- Section 1. This constitution may be amended as follows: The proposed amendment shall be submitted at any regular meeting and read or distributed to the assembled members. A three-fourths (3/4) vote at the following meeting shall be sufficient to adopt the amendment.

**XIV** **AVAILABILITY OF CONSTITUTION**

- Section 1. Three copies of the constitution and all future amendments shall be submitted to the AFT national office.
- Section 2. Copies shall be made available to other affiliated organizations upon request.
- Section 3. Copies shall be available for CFT members upon request to the Secretary.

**ARTICLE XV** **OFFICE PERSONNEL CHAPTER**

- Section 1. The Association of Cincinnati Public School Office Personnel (ACPSOP), a chapter of CFT, shall represent the interests and concerns of office personnel within CFT. Its members shall establish a constitution providing for chapter officers and meetings, which shall, in all respects, be in accordance with the constitutions of CFT, OFT, AFT, and the AFL-CIO. The presiding officer of ACPSOP shall sit on the Executive Council.

**ARTICLE XVI** **ELECTIONS**

- Section 1. Elections shall be held in the spring of odd-numbered years.
- Section 2. Elections shall be conducted by the Election Committee.
- Section 3. The Election Committee, with the assistance of the Second Vice-President shall compile a list of those eligible to vote. Only members in good standing prior to the March membership meeting shall be eligible to vote.
- Section 4. Nominations for each office shall be reported by the Election Committee Chair at the March membership meeting. Nominations may be accepted from the floor and nominations shall then be closed.
- Section 5. Ground rules for the election are to be approved by a majority vote at the March membership meeting.
- Section 6. The Biennial general election ballots shall be prepared by a union printer and mailed to each member in good standing following the March membership meeting. The ballots shall be returned to a United States Mail post office box. The specific time period for mailing and return of ballots shall be included in the election groundrules recommended by the Election Committee and approved by the membership. If none of the offices have more than one candidate other provisions may be adopted by the membership at the March membership meeting.
- Section 7. The Election Committee Chair shall report the results of the election at the April membership meeting. The candidate receiving the plurality of votes for each office shall be declared elected.
- Section 8. Upon a reasonable request of any nominee for office following the March membership meeting, and with reasonable notice, the Treasurer and Second Vice-President shall make available the membership list prior to the election.
- Section 9. The Election Committee Chairperson shall retain copies of the nominations, ballots, tally sheets, and such other records including the election rules as shall relate to the conduct of the election. All copies and records shall be retained for one year.

- Section 10. The Election Committee Chairperson shall rule on complaints regarding alleged violations of ground rules, constitutional provisions related to elections, or any challenged ballots. Any such ruling may be appealed at the April membership meeting. Approval of the Election Committee's report shall be considered final.
- Section 11. Only members in good standing for at least one year prior to the March membership meeting in the election year shall be eligible to run for or serve on the CFT or OFT Executive Council.
- Section 12. The Election Committee may provide a stipend, set by the election ground rules to members who prepare the ballots for mailing, or may engage a mailing service.

## **BY-LAWS**

### **CINCINNATI FEDERATION OF TEACHERS**

As Amended through  
May 12, 2004

#### **ARTICLE I**

#### **DUES**

- Section 1: Annual dues for members on full-time teacher contracts shall be 1.10% of a starting teacher's salary plus all per capita payments to affiliated organizations.
- Section 2: Annual dues for members who are part-time teachers (less than .6), learning disability tutors, and teachers on leave and teachers on disability retirement shall be .0055 of a starting teacher's salary plus per capita payments to affiliated organizations (1/2 of 1.10%). Annual dues for members who are daily rate substitutes (other than long term substitutes) shall be \$2.00 for each day or part of a day worked each year. Dues for Graduate Student Interns shall be .00275 of a beginning teachers salary plus per capita payments to affiliated organizations (1/4 of 1.10%).
- Section 3: Annual dues for members who are represented by the Association of Cincinnati Public School Office Personnel/CFT shall be 1.10% of a beginning support specialist salary plus per capita payments to affiliated organizations. Annual dues for part-time employees represented by Association of Cincinnati Public School Office Personnel shall be .0055 of a beginning support specialist salary plus per capita payments to affiliated organizations (5/10 of 1.10%).
- Section 4: Annual dues for teachers and office employees who are laid-off shall be set at the amount of per capita payments payable on such members for the year.
- Section 5: The dues year shall be from September through August.
- Section 6: Dues shall be paid in accordance with policies established by the treasurer.

#### **ARTICLE II**

#### **STRIKE AUTHORIZATION**

- Section 1. The CFT negotiations team, consisting of no more than nine (9) members, shall be appointed by the president and approved by the membership at any regular meeting or at a special meeting called for that purpose. The negotiations team shall negotiate contract proposals with the Board of Education.
- Section 2. Proposed collective bargaining contracts shall be presented at a CFT Membership meeting announced at least 24 hours in advance and ratified by a majority of CFT members voting by secret ballot at their schools, designated work sites or at the CFT office. The proposed contract shall be distributed to members at least 48 hours prior to presentation at a membership meeting, unless such requirement is modified by the Executive Council. The date(s) that voting will be conducted shall be announced in advance and shall be conducted by CFT Building Representatives under procedures approved by the Executive Council. This ratification procedure shall also apply to any agreement negotiated pursuant to a reopener provided for in a regular collective bargaining contract. Proposed agreements shall be reviewed by the Executive Council prior to being presented to the membership.

Other proposed amendments, temporary or permanent, during the term of a collective bargaining contract shall be ratified by a majority vote of CFT members at a general membership meeting, provided the proposed amendment and the meeting have been announced to the membership in writing at least seven days in advance or read at the previous membership meeting.

CFT members shall vote to grant strike authorization to the Executive Council or to end a strike at a general meeting announced at least twenty-four (24) hours in advance.

#### **ARTICLE III**

#### **CONTINGENCY FUNDS ACCOUNT**

- Section 1. CFT shall maintain a Strike Contingency Fund consisting of funds previously deposited, along with any interest, dividends and capital gains earned by the account, donations to the fund and any additional funds that the membership may direct be deposited to the account. The Strike Contingency Fund shall be used only for financial assistance to Cincinnati Public School employees participating in a CFT strike action. A policy

governing the use of the fund shall be recommended by the Executive Council and approved by the membership at a regular membership meeting.

Section 2. The CFT shall budget a minimum of \$30,000 a year for legal services and a minimum of \$10,000 a year for arbitration fees and expenses. Amounts equal to the final year-end balances, if any, in these line items shall be deposited into a reserve savings account - Albert Mann Legal Defense Account. Such funds may be used for legal or arbitration expenses incurred by CFT in defense of individual teachers or office personnel or in enforcing the collective bargaining contract.

**ARTICLE IV** **OTHER**

Section 1: Delegates shall be reimbursed for mileage to OFT Executive Council meetings.

Section 2: Expenses of delegates to meetings and conventions of affiliate organizations shall be paid as provided in the annual budget. A vote of the membership at any regular meeting shall determine the rate of reimbursement and the number of delegates to be reimbursed.

Section 3: The president and the treasurer may be authorized to borrow funds by the Executive Council. The EC may also authorize loans to union members who are suspended without pay by the Board of Education pending arbitration of a termination appeal. No loans shall be made to CFT officers or staff except on the same terms available to all members.

Section 4: CFT officers and staff shall maintain no business or financial interests which conflict with their fiduciary obligations.

Section 5: If requested by the State Employee Relations Board, the president, first vice-president, and treasurer shall be bonded by the union with the amount, scope, and form of the bond determined by the State Employee Relations Board.

Section 6. The CFT shall indemnify and pay the costs of defense, through counsel by CFT, in any lawsuit or other proceeding brought against its officers, employees, executive council members, building representatives or other volunteers, arising from actions undertaken as part of their employment or volunteer service to CFT. The above sentence notwithstanding, CFT shall have no such obligation to indemnify or defend where the claim asserted is for the improper distribution or use of CFT assets, or where the action giving rise to the suit or claim was taken with a deliberate intent to cause injury to the CFT, or with a reckless disregard for the CFT's best interest.

Section 7. An exception or waiver to a collective bargaining contract which is currently in force shall be reviewed by the Executive Council prior to a membership meeting. An exception or waiver to a collective bargaining contract currently in force must be approved by a two thirds vote at regular or special membership meeting provided the request for a waiver or exception is announced at least one week in advance or read at the previous membership meeting.

If the exception or waiver is requested by a single school or site and applies only to that site, it will be considered by the Executive Council and membership if the request has been approved by a vote of 75% of the CFT members at the building or site. Such votes shall be conducted according to procedures established by the Executive Council.

Signed

\_\_\_\_\_  
President

Cincinnati Federation of Teachers

1520

# ROBERTS RULES AT A GLANCE

Type	Motion	Purpose	Second Required?	Debatable?	Amendable?	Required Vote	May Interrupt A Speaker
<b>Privileged</b>	24. Fix Time for Reassembling	To arrange time of next meeting	Yes	Yes – T	Yes – T	Majority	Yes
	23. Adjourn –	- To dismiss the meeting	Yes	No	Yes – T	Majority	No
	22. To Recess	To dismiss the meeting for a specific length of time	Yes	Yes	Yes – T	Majority	No
	21. Rise to a Question of - Privilege	- To make a personal request during debate	No	No	No	Decision of Chair	Yes
	20. Call for the Orders of the Day	To force consideration of a postponed motion	No	No	No	Decision of Chair	Yes
<b>Incidental</b>	19. Appeal a Decision of the Chair	To reverse the decision of the chairman	Yes	No	No	Majority	Yes
	18. Rise to a Point of Order or - Parliamentary Procedure	- To correct a parliamentary error or ask a question	No	No	No	Decision of Chair	Yes
	17. To Call for a Roll Call Vote	To verify a voice vote	Yes	No	No	1/4	No
	16. Object to the Consideration - of a Question	- To suppress action	No	No	No	2/3	Yes
	15. To Divide a Motion	To consider its parts separately	Yes	No	No	Majority	No
	14. Leave to Modify or Withdraw - a Motion	- To Modify or withdraw a motion	No	No	No	Majority	No
	13. To Suspend the Rules	To take action contrary to standing rules	Yes	No	No	2/3	No
<b>Subsidiary</b>	12. To Recind	To repeal previous action	Yes	Yes	Yes	2/3	No
	11. To Reconsider -	- To consider a defeated motion again	Yes	Yes	No	Majority	No
	10. To Take From the Table	To consider a tabled motion	Yes	No	No	Majority	No
	9. To Lay on the Table -	- To defer action	Yes	No	No	Majority	No
	8. Previous Question	To force an immediate vote	Yes	No	No	2/3	No
	7. To Limit or Extend Debate -	- To modify freedom of debate	Yes	Yes	Yes – T	2/3	No
	6. To Postpone to a Certain Time	To defer action	Yes	Yes	Yes	Majority	Yes
	5. To Refer to a Committee* -	- For further study	Yes	Yes	Yes	Majority	Yes
	4. To Amend an Amendment*	To modify an amendment	Yes	Yes	No	Majority	No
	3. To Amend* -	- To modify a motion	Yes	Yes	Yes	Majority	No
	2. To Postpone Indefinitely	To suppress action	Yes	Yes	No	Majority	No
	1. Main Motion	To Introduce business	Yes	Yes	Yes	Majority	No

\* No. 5 should include: 1. How appointed? 2. The Number 3. Report When? Or to what standing committee?

T = Time

\* Nos. 3 & 4 by: 1. Inserting 2. Adding 3. Striking Out 4. Substituting 5. Striking Out and Inserting

# ***IMPORTANT POLICIES***

# PROFESSIONAL DEVELOPMENT

## PROFESSIONAL DEVELOPMENT FUND GUIDELINES

### **Introduction:**

The Professional Development Fund is a product of the Collective Bargaining Agreement negotiated between the Board of Education and the Cincinnati Federation of Teachers. A committee of teachers and administrators capturing the intent and spirit of the cooperative process began developing the guidelines for this fund in September 1988. The committee recognized the value of professional growth, not only for the individual teacher participating in a self-development program but also for the entire school district. The committee agreed that maintaining a high quality professional growth program sharpens skills of teachers, introduces new and creative ideas, serves a catalyst to productivity and increases the spirit of collegiality among professional educators at all levels. The committee assumed that a fund of this nature would generate a large number of requests. It spent a great deal of time deliberating as to how this fund could serve the needs of a varied and complex work force. The committee never lost sight of the fact that providing resources for teachers to improve their skills would ultimately improve the quality of education that students receive.

### **Guidelines:**

The committee believes that all of those eligible for the fund covered under the collective Bargaining Agreement (referred to in this document as “Teachers”) should have access to the professional development fund and that the fund should be administered in a fair and judicious manner. To ensure this, the following guidelines were developed:

### **Budget**

1. Per the CBA, the PDF has a budget of \$175, 000 per year (Aug 15-Aug 14).
2. The fund will be budgeted into five portions corresponding with the school calendar for first, second, third and fourth quarters, and summer recess.

### **Allocation**

3. Money will be allocated on a reimbursement basis to teachers who request attendance at a recognized conference or convention that **directly relates** to their area of teaching responsibility.
4. Consideration will be given first to full time employees. Considerations will then be given to part time employees in descending order of percentage of time employed by the district.
5. The fund will be accessible to a teacher once per year (Aug 15- Aug 14). Priority is given to certificated personnel under contract.
6. In order not to deplete a given staff at one time, a maximum of five percent (5%) from any one staff is eligible to receive the fund at the same time, even though the requests may be for different conventions or conferences.
7. A request to attend a professional conference/convention may be denied if the Committee administering the fund believes that the absence of each teacher conflicts with a critical event of the district and would have an adverse impact on the education of children (for example, a teacher responsible for administering any CPS mandated test). Prior to making a judgment of this nature, the committee administering the fund shall review the matter thoroughly. The teacher who had been denied a request will be informed of the reason for the denial.

The following things are “blackout” periods for the PDF allocation:

- a. K-8 teachers: Spring administrator of OAT & two weeks prior
- b. 9-12 teachers: Spring administrator of OAT & two weeks prior
- c. District-wide Professional Development Days
- d. First and last week of school

## Reimbursement

8. The fund will reimburse teachers for expenses as follows:
  - a. \$1500 for –
    - conference registration
    - transportation – plane ticket, transportation to/from airport, transportation to/from hotel, taxis
    - lodging – provided conference is at least 50 miles from Cincinnati (3 days max)
    - food – based upon federal per diem guidelines (3 days max)
    - parking
  - b. Substitute coverage for up to three days
9. The appropriate Cincinnati Public Schools reimbursement document, “Claim for Travel Expense and/or Consultant’s Compensation”, will be paid according to IRS guidelines as stated on the back of the reimbursement form.
10. Parking – When teachers travel together, only the person driving the car can submit for reimbursement for parking. The entire amount should be submitted by the driver of the car.
11. Hotel costs may be shared.
12. Food receipts must be itemized. Each person must have his or her own food receipt, regardless of how many people travel or dine together. Alcoholic beverages will not be reimbursed.
13. Reimbursements for food purchased prior to the first flight from any of the following cities: Cincinnati, Dayton, Lexington, Indianapolis, Louisville and Columbus will not be reimbursed.
14. Upon returning from the PD/conference, the teacher must submit his/her Professional Development Fund request form & travel reimbursement expense form, within 30 days.

## Application Process:

15. A standardized application form will be available from school offices, building representatives as well as on the PDF StaffNet website. The application must be completed in its entirety. Disqualification of an application may occur if information is incomplete.  
Submit to HR:
  - PDF request form
  - Explanation of how the conference directly relates to assigned teaching responsibilities
  - A brochure, registration and/or announcement regarding the conference
16. The committee recognizes the importance of making the appropriate arrangements for taking professional leave, especially in providing for the continuation of a strong instructional program in the absence of the teacher. In order to provide adequate time for both principals and teachers the following timelines have been established:
  - All applications must be received 30 days before the conference occurs and no earlier than 120 days prior to the conference date

- For example, if a conference is scheduled for January 18<sup>th</sup>, the application must be received by December 17<sup>th</sup> and no earlier than September 21<sup>st</sup>

17. Decisions regarding approval or denial of a request will be made no later than ten days after the monthly meeting. Both the teachers and the principal will be informed when approval is granted in order to begin discussing arrangements that need to be made during the absence of the teacher. The committee administering the fund will also notify those not receiving approval.

REVISED AUGUST 2008

# PROFESSIONAL DEVELOPMENT FUND REQUEST FORM

**IMPORTANT:** Please read the PDF guidelines prior to completing this form.

**Instructions:**

Parts I, II and III are to be completed by the applicant; part IV by the PDF committee. If approved, reimbursement is contingent upon submission of all documentation per the guidelines. Submit the following 30 - 120 days prior to the conference date:

- PDF request form
- Explanation of how this conference directly relates to assigned teaching responsibilities
- A brochure, registration and/or announcement regarding the conference

Please make a copy for your records and submit original to: PDF Committee c/o Human Resources, Education Center.

**Part I - Type or Print**

\_\_\_\_\_  
 Last Name                                      First Name                                      MI                                      Social Security #

\_\_\_\_\_  
 Address                                      City                                      State                                      Zip Code                                      Telephone #

\_\_\_\_\_  
 School/Office                                      Assigned Subject/Grade Level

\_\_\_\_\_  
 Place of Meeting (City/State)

Date(s) of Meeting: \_\_\_\_\_ Circle Appropriate Quarter: 1 2 3 4 Summer

Are you a full-time teacher?	Yes	No	Are you a long-term or daily sub?	Yes	No	Are you a curriculum council chair?	Yes	No
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**Part II - Expenses**

Complete Prior to Trip	Cost	Amount Approved
Registration Fee	\$	\$
Transportation (airlines, bus, etc.)	\$	\$
Mileage - Personal Car (number of miles only)	mi.	mi.
Meals	\$	\$
Lodging	\$	\$
Total Expenses	\$	\$
Number of days a substitute is needed (maximum of 3 days) _____		

**Part III -**

I certify that the above information is true \_\_\_\_\_  
(Signature of Applicant/Date)

A form either approving or denying this request will be sent to the applicant. Reimbursement occurs after the conference upon submission of appropriate documentation.

**Part IV - To be completed by PDF Committee**

Approved: \_\_\_\_ YES    NO \_\_\_\_                      Approved Reimbursement \$ \_\_\_\_\_

Number of days sub needed: \_\_\_\_ x \$85.00 = \_\_\_\_\_                      Total Payment \_\_\_\_\_

Signature of PDF Committee Member \_\_\_\_\_                      Date: \_\_\_\_\_

**IF YOU DO NOT USE OR WILL NOT USE THE APPROVED ALLOCATION, PLEASE LET THE COMMITTEE KNOW IMMEDIATELY SO FUNDS CAN BE USED TO SUPPORT OTHERS' TRAVELS**

REVISED AUGUST 2008

## Additions to the Guidelines

Starting January 1, 2003, if you request maximum amounts in each category-  
EXAMPLE: \$325.00 registration, \$500.00 transportation, food (according to the city), and \$405.00 hotel, what ever this totals you can use for any to the following:

1. Registration
2. Transportation
  - Plane Ticket
  - Transportation to/from airport and home
  - Transportation to/from hotel and airport
  - Taxis to/from where meeting is held in city
3. Food – As of January 1, 2003, the allowance for food per day will be according to the city your meeting/convention is in. The highest amount for any city is \$46.00.  
EXAMPLE: If you are traveling to Orlando, Florida, the committee will look up Orlando in the Board Policy Per Diem Book. Orlando's rate is \$42.00 per day x 3 equals \$126.00. You will need an itemized receipt. (PDF does not reimburse for alcoholic beverages)
4. Hotel
  - Room – taxes and room service charges
  - Parking at the hotel
5. Tips for airport baggage attendant and hotel bellman

What Has Changed – You only need \$225.00 for registration, but you need \$505.00 for your hotel. January 1, 2003, you can use the monies for any category. You must submit a receipt for anything you want reimbursed.

The PDF Committee hopes this will help CFT members to be able to use the funds as they so need them.

Rochelle Johnson  
Mary Rutledge  
Kathy Sloan  
Sharon Elliot  
Lynn Bryant-Shirley  
Antonio Bias  
*Members*

# Extended Summer Study

## Professional Development Fund Extended Summer Study Guidelines

The Cincinnati Board of Education and the Cincinnati Federation of Teachers believe that the professional development of teachers and other support staff has a significant impact on the academic achievement of students. With this mutual goal in mind, the Board and the Federation agreed through the Collective Bargaining Agreement to offer extended summer study beginning with school year 1997-1998. A committee comprised of Federation members and CPS administrators established the specific details, criteria and eligibility requirements. The purpose of the summer programs is to pursue experiences that require an extended length of time and provide opportunities for learning that could not be accomplished by taking courses or attending seminars. Examples include study where course work and experiences are not available in greater Cincinnati, expenses for study, but not tuition, independent study, research projects, expenses for fellowships, and educational experiences such as archeological digs, volunteer work with students outside of greater Cincinnati, and so forth. It is not the intent of the fund to pay for graduate studies or degrees.

Teachers may apply for summer study grants in amounts up to \$5000. A total of \$150,000 in Extended Summer Study is available on an annual basis as allowed for in the Collective Bargaining Agreement.

Completed applications must be submitted and time-stamped in the Department of Human Resources between March 1-April 1 at 4:30 P.M. The committee will evaluate all grant applications and notify applicants by May 1<sup>st</sup>.

Listed below are the eligibility requirements, stipulations, and criteria used in evaluating applications.

### **Section I. Eligibility Requirements** (all need to be met)

1. The applicant must have **completed** two years of continuous full-time contracted experience in Cincinnati Public Schools. Priority is given to full-time teachers.
2. The applicant's last annual assessment or comprehensive evaluation must have been at the "satisfactory" (proficient) level or above. The teacher may not currently be in the Intervention component of the PAEP.
3. The applicant shows evidence of past professional growth. This may include course work, committee work, curriculum development, travel, publications, etc.
4. The applicant must present a type-written plan in compliance with the guidelines.
5. Applicants must be licensed in the area in which they teach.
6. Summer study must be directly tied to the teaching assignment.
7. Applicants will not be approved for travel to locations where they have previously traveled using extended summer study.

### **Section II. Stipulations of Extended Summer Study**

- The recipient must sign a statement agreeing to return to employment with the Cincinnati Public Schools for at least **two years following** the extended summer study. If the recipient fails to adhere to the agreement, he or she will be expected to **reimburse** the Board of Education for the extended summer study.
- A recipient who is unable to complete the extended summer study must notify the Professional Development Committee **immediately**.
- The recipient may not accept employment during the extended summer study.
- If a recipient is non-renewed, terminated, retires, resigns or for any other reason will not be employed with the Cincinnati Public Schools during the school year following the extended summer study, the teacher's grant will be rescinded.
- Following the extended summer experience, the teacher agrees to complete the following by **November 1<sup>st</sup>**:
  1. Provide the PDF Committee with a written report at the end of the summer extended study which shall contain evidence of the achievement of the objectives stated in the application.

2. Conduct a presentation to faculty or other CPS staff about the above. (Submit sign-in sheet)
  3. Teachers:
    - Develop a series of connected lessons tied to the content standards using knowledge acquired/developed at the extended summer study which will be presented electronically to the PDF committee and published on the PDF Staffnet site for use by CPS educators.
  - Related Service Personnel
    - Create a PowerPoint slide presentation used in the presentation to faculty and CPS staff. Submit PowerPoint and all related handouts in electronic form to be published on the PDF website for use by CPS educators.
  4. Serve as district resource for the above connected lessons.
- There will be a **mandatory** orientation in May for all those who are selected for summer extended study.

### **Section III. Criteria for Selection**

- Application and supporting documents completed in the entirety and submitted and time-stamped to Department of Human Resources. Prioritization by submission date and time.
- Benefit to Cincinnati Public School's strategic plan
- Clarity of purpose
- A timeline of activities that describes the scope of the project
- Fiscal responsibility
- Objectives that the applicant will achieve by the end of the extended summer study and the method of evaluating the achievement of those objectives
- Creativity and initiative in design and implementation
- Evidence of credibility and feasibility

### **Reimbursements**

All money is paid up front by the applicant. Funding is done on a reimbursement basis. Paperwork for reimbursements (registration, fees, transportation, means, lodging, etc.) must be received by the Treasurer's Office by **November 1<sup>st</sup>**.

### **Instructions for submitting applications and documentation:**

The **entire** application packet should not exceed seven (7) pages. The application needs to be type-written in its entirety. A brochure/flyer may accompany your plans. *Incomplete applications will not be considered.*

Part I: **Cover Sheet** (See attached – ONE page)

Part 2: **Application** (not to exceed 3 pages)

***(There should be no personal identifying information in the application – applications will be read blindly; any personal information will be redacted.)***

- A. Title and Purpose of Plan  
Explain the purpose of the extended summer study and the specific intended objectives
- B. Benefit of Plan  
Explain how the plan will improve education and personal teaching performance in the Cincinnati Public Schools
- C. Plan Description  
A detailed description of the plan; activities, sponsoring agency(s), outline of the program, names and titles of people involved a timelines of activities and outline of the content.
- D. Use of the Plan  
Explain how summer experiences will be integrated into the teaching assignment
- E. Evaluation  
Explain methodologies used to evaluate the summer study program

Part 3: **Other documentation**

- A. Professional Growth (ONE page) –applicants should be committed to education and to the Cincinnati Public Schools as evidenced by professional growth activities. Include PD completed in the last five years, listing the most recent first.
- B. Budget Grid (ONE page)  
Complete budget grid of dollar amounts being proposed. The amount may not exceed \$5000 and grants will not be approved for a total greater than that which is requested.
- C. Copy of teacher evaluation (annual conference sheet or final summary sheet if on comprehensive evaluation) from current school year or previous school year only if currently on comprehensive evaluation and the final summary has not yet been received. (ONE page)

Part 4: **Application Submission**

**Submit the application in the following order:**

1. **Cover Sheet**
2. **Application**
3. **Professional Growth**
4. **Budget Grid**
5. **Teacher Evaluation**

Submit the entire application packet to:

The Department of Human Resources  
Professional Development Fund  
Cincinnati Public Schools  
PO Box 5381  
Cincinnati, OH 45201

Applications will be accepted from **March 1-April 1**. Applications will be accepted only until 4:30 PM on April 1<sup>st</sup>. **Applications time-stamped after this date and time will not be considered.**

# Professional Development Fund Summer Extended Study Guidelines

## Application Cover Page

Name	
Home Address	
City	
State	
Zip Code	
Home Phone	
Cell Phone	
School Phone	
School (08-09)	
Teaching Assignment (08-09)	
School (09-10) <i>if different</i>	
Teaching Assignment (09-10) <i>(if different)</i>	
Number of consecutive contract years of experience in CPS	
List previous travel locations (city/state if domestic; country if aboard) paid for through Summer Extended Study	

**Title of Proposed Summer Extended Summer Study Plan**

# Professional Development Fund Summer Extended Study Guidelines

## Budget Grid Proposal

Items	Total Amount Requested
<b>Transportation</b> (airfare, taxis, shuttle, parking, mileage, etc.)	
<b>Lodging</b>	
<b>Meals</b> (limited to per diem amounts allowed by US general services administration – <a href="http://www.gsa.gov">www.gsa.gov</a> )	
<b>Other</b> (Educational materials, museum admissions, artifacts, etc.)	
<b>TOTAL AMOUNT REQUESTED</b>	

**For applicant's use only – does not need to be submitted.**

**Application Check-off sheet**

- Cover Page**
- Written Application**
- Professional Development**
- Budget Grid**
- Copy of Teacher Evaluation**

**\*Above should not exceed SEVEN pages.**

**Submitted to HR and time-stamped ~ March 1<sup>st</sup> - April 1<sup>st</sup> (4:30 PM).**

## Memo – Reimbursement Time Line

### Professional Development Fund Committee

# Memo

**To:** CFT Members

**From:** Lynn Shirley

**Date:** August 29, 2007

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CFT members: effective 2004 – 2005 school year, when a CFT member returns from a conference/workshop etc. He/she must submit his/her Professional Development Fund request form, travel reimbursement expense form, and receipts within 30 days. Reimbursement must occur within 30 days or by July 30<sup>th</sup> of the school year, if not the member will not be reimbursed.

Thank you,

Lynn Shirley  
PDF Committee Chair

## Memo - Parking Reimbursement

### Professional Development Fund Committee

# Memo

To: CFT Members  
Date: November, 2004  
RE: PDF Reimbursement

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Due to a recent incident with a submission for Professional Development Fund reimbursement, it is necessary to clarify the requirements for reimbursements for hotel/parking. If you are planning on sharing a room with a colleague, please note that only the person driving the car can submit for reimbursement for parking. You may divide the cost of the hotel room, but not the parking. The entire amount should be submitted by the driver of the car.

Thank you,

Lynn Bryant-Shirley  
Chair  
PDF Committee

## Memo – Reimbursement for Food

### Professional Development Fund Committee

# Memo

To: CFT Members  
From: Rochelle Johnson, Chair  
Date: December 8, 2004  
RE: PDF Reimbursement for Food

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1. Food receipts must be itemized.
2. Each person must have their own food receipts regardless of how many people travel together or dine together.
3. You can not be reimbursed for food purchased prior to the first flight from any of the following cities:

CVG  
Dayton  
Lexington  
Indianapolis  
Louisville  
Columbus

Thank You,  
Lynn Bryant-Shirley  
PDF Committee Chair

# PERSONAL PROPERTY DAMAGE REIMBURSEMENT FUND

## Guidelines

1. Loss of personal property must have resulted from:
  - A. Assault, which occurred in the course of employment
  - B. Vandalism or theft at the school site or at another location while on school business.
2. The fund consists of \$10,000 annually for Cincinnati Federation of Teachers (CFT) and \$1,000 annually for Association for Cincinnati Public School Office Personnel (ACPSOP).
3. When the fund is exhausted, the Board shall have no further obligation to pay such claims.
4. After personal insurance coverage has been exhausted, the fund has a \$100.00 deductible, except in cases of loss due to an assault by a student.
5. The fund does not cover loss of cash.
6. Claims will be processed in the order they are received.
7. If the claim exceeds \$500, \$500 will be paid at the time of approval. The remainder will be paid at the end of the calendar year, in the order claims are received, providing funds are available.
8. If approval is disputed, an appeal may be made to the representatives of CFT/ACPSOP serving on the Employee Benefits Committee, by contacting the CFT office in writing. Decisions of the committee are final

## Procedures

If you experience a loss due to personal property damage, follow these steps:

1. Obtain claims forms from:
  - CFT Office
  - 2721 Central Parkway, Suite B
  - Cincinnati, Ohio 45225
  - 961-2272The CFT office will verify that the employee is represented by CFT or ACPSOP.
2. Complete all forms and attach required documentation:
  - A. Personal Property Damage Reimbursement Claim Form.
  - B. Related correspondence from insurance company, including a copy of the insurance company draft.
  - C. Proof of payment of deductible amount.
  - D. Original receipts for replacement of damaged items.
3. Forward all forms to:
  - Cincinnati Public Schools
  - Office of General Counsel
  - P.O. Box 5381
  - Cincinnati, Ohio 45201-5381

**PERSONAL PROPERTY DAMAGE REIMBURSEMENT CLAIM FORM**

The Property Damage Reimbursement Fund has been established in accordance with the Collective Bargaining Agreements of the Cincinnati Federation of Teachers (CFT) Section 700(3)(s), the Association for Cincinnati Public School Office Personnel (ACPSOP) Article XXIV(18), and AFSCME Article XXIII(C).

The Board shall provide reimbursement for damage to an employee's personal property, excluding cash, resulting from an assault, which occurred in the course of employment. AFSCME employees will be reimbursed up to \$300 for personal property damage loss due to an assault. CFT and ACPSOP employees may also receive reimbursement for vandalism or theft at the school site, or at another location while on school business. The Board shall establish an annual fund of \$10,000 for CFT and \$1,000 for ACPSOP. When the fund is exhausted, the Board shall have no further obligation to pay such claims. Employees are eligible for reimbursement under this provision only to the extent that the employee does not have personal insurance (auto, home, cell phone, or other) protecting against such damage. The Board and CFT/ACPSOP will agree on guidelines concerning the payment of expenses from this fund. The plan shall have a \$100 deductible after private insurance coverage (auto, home, cell phone or other) has been exhausted. Employee pays first \$100 of loss, except in cases of loss due to an assault by a student.

Name \_\_\_\_\_ Social Security # \_\_\_\_\_

School/Office \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone \_\_\_\_\_ School/Office Phone \_\_\_\_\_

**ATTACH:**

1. All related correspondence from your insurance company including a copy of the insurance co. draft.
2. Proof of payment of deductible amount.
3. Original receipts for replacement of damaged items.

**WITHOUT THE ABOVE INFORMATION YOUR CLAIM WILL NOT BE CONSIDERED.**

Date of Loss \_\_\_\_\_ Location of Loss \_\_\_\_\_

Were the Police called? \_\_\_\_\_ District \_\_\_\_\_

Board Security notified? \_\_\_\_\_ Who Notified? \_\_\_\_\_

Brief Description of Incident: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

OGC-050106

Name of Insurance Company \_\_\_\_\_

Agent \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ Zip \_\_\_\_\_

List of Item(s) and Value of Each:

\_\_\_\_\_ \$

\_\_\_\_\_ \$

\_\_\_\_\_ \$

\_\_\_\_\_ \$

Total Loss \$ \_\_\_\_\_

Amount Insurance Paid Minus \$ \_\_\_\_\_

Amount of Deductible You Paid Minus \$ \_\_\_\_\_

Fund Deductible Minus \$ 100.00

Amount of Reimbursement \$ \_\_\_\_\_

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

***SUBMIT THIS FORM AND ALL OTHER NECESSARY INFORMATION TO:***

Cincinnati Public Schools  
Office of General Council  
P.O. Box 5381  
Cincinnati, Ohio 45201-5381

.....  
**FOR OFFICE USE ONLY**

Amount Approved \$ \_\_\_\_\_ Alias Code \_\_\_\_\_

\_\_\_\_\_  
Approval Signature

Comments: \_\_\_\_\_

\_\_\_\_\_

# **PROCEDURE TO OBTAIN A CONTRACT WAIVER**

*The following is a recommendation of the Area Coordinators*

## Notes:

1. This recommendation is for local site contract waivers. Any district wide proposal will need to go through the union's already established procedures stipulated in CFT Bylaws, Article IV, Section 7, for amendments to the contract.
2. Within this document, any time the word "waiver" is used, it means "an amendment, temporary alteration, exception, or waiver to a collective bargaining contract which is currently in force."
3. All CFT members will be notified annually of the location and description of all approved contract waivers.

## **STEP ONE**

Any waiver of the contract proposal must first be presented to the members, both full and part time, affected at the local site in a chapter meeting. A notice of the chapter meeting must be given at least 30 days in advance. Printed copies of the proposed waiver must be given to each voting member along with the minimum 30 day notice.

Only teachers who are members, no agency fee payers, will vote on waiver proposals of their contract. Votes will count equally, regardless of full or part time status.

The chapter meeting must be chaired and vote conducted by an elected officer of the union. Voting will be done only by secret ballot.

CFT office will provide lists of unit/building, both full and part time members. Each member will sign for his/her ballot. Ballots will be printed in the CFT office.

An officer, and area coordinator, and the local site building representative or building representative designee shall count the ballots.

All chapter members will be informed in writing as to the result of the voting within five working days.

For a contract waiver to be approved at the local site, the proposal must have at least a 75% vote. If it does, the waiver proposal goes to Step Two.

## **STEP TWO**

When a contract waiver has been approved by the appropriate members of the local site, it must then be submitted in writing, including justification, to the Executive Council for consideration. After the Executive Council considers the waiver proposal, it will then be presented at a general membership meeting for consideration with a recommendation for acceptance, a recommendation for rejection, or without a specific recommendation. The presentation will be made by the Building Representative of the site where the waiver is being requested. The proposal must be presented to a general membership meeting by at least the second meeting scheduled after the Executive Council receives the waiver proposal, pursuant to CFT Bylaws, Article IV, Section 7.

## **STEP THREE**

All existing contract waivers must be renewed annually at the local site by the end of October following the provisions set forth in Step One. If not renewed by the end of October, the waiver is rescinded.



# TRANSFER REQUEST FORM

## ROUND 1

Human Resources  
Certificated Personnel Office

Name _____			SS# _____
Last	First	Middle	
Address _____			Home Telephone: ( ) _____
E-Mail Address: _____			Cell Telephone: ( ) _____
City: _____			State _____ Zip Code _____
Current School: _____			Grade/Subject: _____
Certification(s) List All: _____			

**Please Note: Long-term Substitutes are not eligible to apply for transfers**

**Type of Transfer:** Check (☑) the one that applies to you

- Teacher Initiated (Voluntary)
- Displaced/Surplussed: I was hired after the beginning of the school year.
- Surplussed: I want to return to my current school. I will notify the principal about returning to the school.
- Surplussed: I do not want to return to my current school.
- Surplussed: My school closed.

*List your transfer choices below. You may list only those positions posted on the vacancy announcement*

<u>Position Code</u>	<u>Subject/Grade/Title</u>	<u>School</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

***This form must be received in Certificated Personnel and time-stamped by 4:00pm, (Date TBA)***

# Teacher Selection Panel

*Instructions on next page*

School \_\_\_\_\_ Date \_\_\_\_\_

---

Department, Unit, of Interdisciplinary Team

---

Name (printed) \_\_\_\_\_ Home Phone # \_\_\_\_\_

Signature \_\_\_\_\_ Summer # \_\_\_\_\_

Days unavailable April - June \_\_\_\_\_

Days unavailable Summer \_\_\_\_\_

---

Name (printed) \_\_\_\_\_ Home Phone # \_\_\_\_\_

Signature \_\_\_\_\_ Summer # \_\_\_\_\_

Days unavailable April - June \_\_\_\_\_

Days unavailable Summer \_\_\_\_\_

---

Name (printed) \_\_\_\_\_ Home Phone # \_\_\_\_\_

Signature \_\_\_\_\_ Summer # \_\_\_\_\_

Days unavailable April - June \_\_\_\_\_

Days unavailable Summer \_\_\_\_\_

---

Name (printed) \_\_\_\_\_ Home Phone # \_\_\_\_\_

Signature \_\_\_\_\_ Summer # \_\_\_\_\_

Days unavailable April - June \_\_\_\_\_

Days unavailable Summer \_\_\_\_\_

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The teachers listed above were elected by the department, team, or unit they represent.

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Signature of Lead Teacher/Department Chair (or if none, by the Building Rep) \_\_\_\_\_ Date \_\_\_\_\_

*Please return this to your principal and forward a copy to the CFT Office*

## Instructions for Choosing Selection Panels

Every department, interdisciplinary team, or unit in the school shall elect no more than four (4) teachers, one of whom shall be a lead teacher, if any, to serve with the principal or designee, as the selection panel.

Consider teachers' availability when selection panel members.

- Between April 7 and May 12, the panel will interview and select applicants from Round 1.
- Between June 5 and June 23, the panel will interview and select applicants from Round 2.
- Those serving on the selection panel should be available to interview candidates beyond the school day during these time periods.

After July 3, if your department, interdisciplinary team, or unit still has vacancies remaining, the selection panel must be available to interview remaining surplus teachers, if any, and new hires,

- If selections need to be made during the summer recess, the principal or designee will make good faith efforts to contact all panel members. However, in order for the selection process to be valid, at least two panel members must be available.
- A department, interdisciplinary team, or unit may select substitute or alternate members for the panel in the event some panel members are unavailable.

Please return this form to the principal and a copy to the CFT Office, after completing the reverse side (above) with the names of the panel members, prior to round one (1) of the transfer process.

**NOTE:** Department, interdisciplinary team, or unit shall include any primary or intermediate unit, special education, vocational education or other subject area department, or interdisciplinary team.

When selecting elementary PAM teachers, the panel shall include at least one member from each unit being served.

## **BOARD POLICY**

### **INSTRUCTION 6145.1 (a)**

#### **SCHOOL-SPONSORED EXTRACURRICULAR ACTIVITIES**

Extracurricular and athletic activities are a valuable part of the school program. Students who participate in these activities are expected to focus first on their academic responsibilities and then on the extracurricular activities.

Extracurricular activities are defined as those organized and supervised activities which are not a direct part of the school curriculum, such as chess club, talent shows, or athletics. Co-curricular activities, defined as those activities which are extensions of the curriculum beyond the class period, are not affected by this policy.

The provisions of this policy are in addition to existing Ohio High School Athletic Association (OHSAA) regulations and eligibility criteria.

Students who wish to participate in extracurricular activities in grades 9-12 must be currently enrolled and must have been enrolled in school the immediately preceding grading period. During the preceding grading period, the student must have received passing grades in a minimum of five (5) one-credit courses or the equivalent which count toward graduation. Each student must also maintain a minimum grade point average (G.P.A.) of no less than 1.0. All courses will be counted in the average, and quarterly eligibility is independent of the eligibility status of previous quarters.

In addition, students in grades 9-12 in the Cincinnati Public Schools who wish to participate in extracurricular activities must maintain a 2.0 average on a 4.0 scale. Any student eligible by state standards with a cumulative G.P.A. of less than 2.0 during the immediately preceding grading period may participate provided they actively participate in identified academic intervention programs as formally established by his or her school. These intervention measures may include such approaches as weekly eligibility checks, tutoring sessions, study tables, etc. These intervention programs will be under the direct supervision of the school's athletic director in cooperation with the school's instructional leadership team. Failure to participate in such intervention programs will result in ineligibility until the conclusion of the quarterly grading period.

The eligibility or ineligibility of a student continues until the start of the fifth school day of the next grading period, at which time the grades from the immediately preceding grading period become effective. Exception: Eligibility or ineligibility for the first grading period commences with the start of the fall season.

A student enrolled in the first grading period after advancement from the eighth grade must have passed 75% of those subjects carried the preceding grading period in which the student was enrolled.

A student enrolling in grade 7 for the first time will be eligible for the first grading period regardless of past academic achievement. Thereafter, students in grade 7 or 8 who wish to participate in extracurricular activities must be currently enrolled and must have been enrolled in school the immediately preceding grading period and received passing grades during that grading period in 75% of those subjects carried.

### **INSTRUCTION 6145.1 (c)**

#### **SCHOOL-SPONSORED EXTRACURRICULAR ACTIVITIES (continued)**

Note: Eligibility is established on a quarterly basis. Therefore, there is no provision for gaining or losing eligibility at midterm or any type of academic probation for students who fail to meet the eligibility standards as outlined above.

Academic eligibility for extracurricular participation by a transfer student must be established by school records or verification from sending school. The responsibility for establishing eligibility rests with the receiving school. (Note: A new Ohio High School Athletic Association policy regarding athletic eligibility for transfer students begins with the 2000-2001 school year.)

Summer school and other educational options may not be used to substitute for failure to meet the academic standards during the last grading period of the previous school year.

Tutoring or examinations to complete the preceding grading period requirements is permissible provided the inability to complete the required work on time is due to an illness or accident verified by a physician. The procedure applies to all students in the school.

The Commissioner of the Ohio High School Athletic Association may waive the requirement of preceding grading period enrollment if a student has been withdrawn or removed from school because of circumstances due to personal accident, illness or family hardship. The principal or the official designee of the school shall appeal in writing to the Commissioner. The appeal shall contain documents with school and medical-supporting evidence. The decision of the Commissioner may be appealed to the Board of Control.

Students with disabilities are encouraged to participate in extracurricular activities. No student shall be denied access to any school-sponsored extracurricular activity based solely on the nature of his or her disability. The athletic director, in conjunction with special education staff members, will determine eligibility for students with special needs. Supplementary aids and services shall be provided to support students with disabilities who wish to participate in extracurricular activities.

Adopted: 07/10/44

Revised: 09/22/75

08/20/85

02/26/90

08/12/91

03/23/92

12/11/00

EFFECTIVE WITH THE 2000-01 SCHOOL YEAR.

# RESOLUTION TO CREATE K-12 CURRICULUM COUNCILS FOR CINCINNATI PUBLIC SCHOOLS

## INTRODUCTION

The Cincinnati Federation of Teachers supports the reduction of central administration recently accomplished by the Cincinnati Public Schools. Reducing bureaucracy, “flattening out” the management structure, paves the way for creating a professional culture in our schools. However, new professional leadership structures must take the place of the traditional hierarchy. Such initiatives are already well underway in Cincinnati. CFT and CPS have been in the forefront of professionalization as evidenced by our Peer Assistance and Evaluation Program, Career in Teaching Program, High School for the Teaching Professions, Professional Practice Schools (in conjunction with the University of Cincinnati) and selection as a Field Test Site by the National Board for Professional Teaching Standards.

In particular, the elimination of the Department of Administration, Curriculum and Instruction, including the instructional supervisors, creates the opportunity and the necessity for practitioners to come together in order to shape curriculum, select the best available teaching materials, disseminate “best practice” research and provide for careful implementation of curriculum and programs, including on-going professional training. In order for practitioners to successfully accomplish these tasks, new structures must be created that will allow teachers to work together within each major teaching field more closely than in the past. This will also create the appropriate links and working relationships between practitioners and the district’s new Department of Quality Improvement, as well as budget makers, compliance staff and other sections of CPS administration.

CFT believes that Cincinnati Public Schools recognize the expertise, dedication and professionalism of its teachers.

# CURRICULUM COUNCILS

BE IT RESOLVED that the Cincinnati Federation of Teachers will form K-12 Curriculum councils in 1992-1993 in the following areas: Mathematics, Communication Arts, Social Studies, Science, Foreign Language, Art/Music/Drama/Physical Education, Librarians, Vocational Education, and Special Education. The CFT will take steps this school year to organize an Early Childhood Council by the 1993-1994 school year which will include teachers and instructors in Early Childhood Education;

BE IT FURTHER RESOLVED that each Curriculum Council shall include one voting representative from each school in which instruction in that discipline(s) is carried on. Teachers being served in each building by the council shall elect a representative, preferably a lead teacher (with or without a position) who is certified and is currently teaching in the discipline(s) covered by the council.

Teachers who are not voting representatives to the council may be appointed to any standing committee or ad hoc committee formed by the council.

Each Curriculum Council shall determine its bylaws shall by a vote of two-thirds of the voting representatives to the council. The bylaws shall include which standing committees will be formed, how ad hoc committees can be formed, how the work of the council will be coordinated, how the council will communicate with all teachers it serves, how decisions will be made, and the frequency of the council meeting. Curriculum, Assessments, text books and other instructional materials or instructional policies affecting a grade level (i.e. elementary, middle or high school) may not be adopted without also having approval of a majority of delegates representing that level. The bylaws must be sent to the Educational Policies Committee by May 1<sup>st</sup>, 1993. The CFT will review the status and overall structure of the Curriculum Councils by October, 1993;

BE IT FURTHER RESOLVED that each Curriculum Council shall elect a Lead Teacher, who is a voting representative to the Council, to be the Council Chairperson and liaison with the Department of Quality Improvement and other sections of the Administration. A lead teacher position shall be designated for each council with the exception of Librarians, Student Support, which received district-wide lead teachers positions in the September, 1992 Lead Teachers Budget Agreement. The chairperson of each council will serve as a voting member with Interdisciplinary Curriculum council which shall meet regularly with the representatives of Quality Improvement. A chairperson may bring other resource people to address the Interdisciplinary Curriculum Council meetings as needed;

BE IT FURTHER RESOLVED that CFT will negotiate and/or seek Board of Education policy changes to empower the Curriculum Councils to determine curricula and assessment practices, textbooks and other teaching materials, instructional practices, design in-service and develop budget proposals, subject only to final approval by the Board of Education.

BE IT RESOLVED that the CFT shall provide assistance, including staff support to insure the formation of Curriculum Councils in each of the areas listed above and assist them in their organizational and start-up activities. CFT will negotiate budget and resources necessary to carry out the assigned work of the Council;

BE IT FINALLY RESOLVED that CFT will establish a Support Services Council which will include representatives from the following groups: elementary and secondary counselors, nurses and health and wellness personnel, speech and auxiliary speech pathologists, , psychologists and auxiliary psychologists, and visiting teachers. Where no district-wide committee exists to represent a group, the CFT will assist in establishing a standing committee. The Support Services Council will determine its own bylaws and send representatives to the Interdisciplinary Curriculum Council following the same procedures as the other councils. The CFT will negotiate and/or seek Board of Education policy changes to empower the Support Services Council to design the delivery of support services to students.

# COUNCIL COMPOSITION

1. Mathematics (all K-12 teachers of Mathematics)
2. Science (all K-12 teachers of Science and Health)
3. Social Studies (all K-12 teachers of Social Studies)
4. Communication Arts (all K-12 teachers of Reading, Writing, English and Journalism)
5. Special Education (all exceptionalities)
6. Vocational Education (all vocational funded teachers including Home Economics, T&I, and Business)
7. Foreign Language (all teachers of English as a Second Language, Bilingual School teachers and all K-12 Foreign Language teachers)
8. Specialists (all K-12 Art, Music, Drama, and Physical Education/Driver's Education teachers)
9. Librarians (all elementary and secondary librarians)
10. Support Services (all elementary and secondary Counselors, Nurses and Health and Wellness personnel, Speech and auxiliary Speech Pathologists, Psychologist and auxiliary Psychologists and Visiting Teachers)
11. As of 1993-1994; Early Childhood Education (all pre-school teachers and instructors, day-care instructors, and K-3 teachers)

adopted November 11, 1992  
Cincinnati Federation of Teachers



# CHARTER SCHOOLS

## BOARD POLICY

### COMMUNITY RELATIONS 1601

#### **Charter Schools Policy**

The Cincinnati Board of Education will grant charters to schools in accordance with the provisions of Section 3314 of Ohio Statute (Community Schools Act). Since the Board is committed to transforming the district from a school system to a system of high quality schools, it will establish these schools so that they are funded and held accountable in a manner similar to district schools. Charter schools will use district academic standards and measurements of students' proficiency in meeting those standards.

In keeping with this principle, the Board of Education may grant independent charters for "New Startup Schools" and "Conversion Schools" to developers of schools in one or more of the following categories:

- 1. Schools that are designed from the beginning to reflect all principles and strategies of the Students First strategic plan;*
- 2. Schools that introduce other promising practices or designs that may be replicable on a broader scale;*
- 3. Schools that address a specific need or underserved population of students;*
- 4. Schools that address the needs and preferences of a particular segment of the community;*
- 5. Existing high-performing CPS schools that apply to become "conversion schools" (schools meet this criterion through placement in the "Achievement" category of the district's School Accountability Plan for two or more consecutive years immediately prior to conversion);*
- 6. Schools that are in the Redesign category of the School Accountability Plan (the Board may close a school and convert it to a charter school).*

All charters will be granted and renewed on the basis of a negotiated contract for student performance consistent with the School Accountability Plan. Charter schools will have a population of at least 350 students unless there is a specific need for a smaller population. These schools may not separate students by achievement level on a permanent basis.

The Board will fund its charter schools at the student-based budget amount; and, if serving a population of at least 350 students, the school will receive the school allowance.

Contracts must be signed with the district by December 1 of the year preceding the opening of the school.

The Board of Education will provide assistance to the potential governing authorities of startup and conversion charter schools in planning and operation.

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Adopted: 3/22/99

# Draft CFT Proposals Regarding Terms & Conditions of Employment in Schools Chartered by CPS

## Passed by Membership June 14, 1999

	<b>Conversion Charter</b>	<b>New Charter</b>
Status	Remain district schools, teachers are district employees.	Remain district schools, teachers are district employees
Governance	Governing body defined in charter, ILT role remains as defined in contract.	Governing body defined in charter, ILT role remains as defined in contract
Funding	Same as other district schools, school is charged average teacher salary for each teacher.	Same as other district schools, school is charged average teacher salary for each teacher.
Enrollment	Schools may not use academic screening. But neighborhood schools may enforce attendance zones.	Schools may not use academic screening or auditions. But neighborhood schools may enforce attendance zones.
Promotion & Credit Granting Standards	Once enrolled, school must retain students for the entire school year, except transfers approved under Board Policy____. Must apply, and schools; must meet CPS graduation requirements.	Once enrolled, school must retain students for the entire school year, except transfers approved under Board Policy____. Must be applied, but schools may determine course offerings.
Comprehensive Reform Model	School may elect teaching materials consistent with professional standards Is not required and may adopt one not on the district's approved list.	School may elect teaching materials consistent with professional standards. Is not required and may adopt one not on the district's approved list.
Student Assessment	School has discretion over all but state proficiency tests	School has discretion over all but state proficiency tests
Principal Selection	LSDMC selects principal from qualified applicants. LSDMC can remove principal after two years by a 2/3 vote.	LSDMC selects principal from qualified applicants. LSDMC can remove principal after two years by a 2/3 vote.
Limit on Schools	School may opt to have a teaching principal, if decided by ILT and LSDMC. The Board of Education shall charter no more than 8 conversion or new charter schools.	School may opt to have a teaching principal, if decided by ILT and LSDMC.

## **Case Coordinator Responsibilities**

- A. Verify that MFE team reports and/or IEP packets meet the compliance standards and timelines established by Model Policies and Procedures for the Education of Children with Disabilities (MPP) and CPS district procedures. The Case Coordinators' responsibilities begin at the point of the Referral for a multifactored evaluation and continue through the MFE team report and IEP development, if appropriate.
- B. Collaborate with the school staff to insure compliance with Model Polices and Procedures for the Education of Children with Disabilities and CPS procedures.
- C. Work closely with the clerical staff in the Department of Student Services to insure packets are complete and accurate.
- D. Maintain special education files in the building ensuring confidentiality and record access as established in MPP and CPS procedures.
- E. Monitors distribution of and verifies enrollment of students on class lists for special education and related services.
- F. Coordinate meeting dates/times and locations for MFE activities. Works with building-level clerical staff, regular education teachers and special education teachers to establish communication with parents.
- G. Collaborate with special education lead teacher (where available) to provide training and technical assistance in areas of IEP development in initial placements and reevaluations.
- H. Act as liaison between the building staff and the Student Services' Managers in areas related to compliance.
- I. Work collaboratively with the special education lead teacher (where available) to answer questions/concerns related to service delivery.
- J. Participate in a minimum of fifteen hours of district training for Case Coordinators.
- K. Maintain and update the Case Coordinator's manual.
- L. Maintain an adequate supply of special education forms.
- M. Other tasks as determined by the Department of Student Services.

8/23/02

# DEPARTMENT OF STUDENT SERVICES ADMINISTRATIVE ASSIGNMENTS 2008-2009

**Markay L. Winston, Ph.D. – Director of Student Services**  
**Victoria G. Crook – Assistant Director of Student Services**

**Dorothy Latham, Administrative Secretary – 363-0300 [lathamd@cps-k12.org](mailto:lathamd@cps-k12.org)**  
**Deb Ranson, Lead Secretary – 363-0298 [Ransond@cps-k12.org](mailto:Ransond@cps-k12.org)**

TEAM 1	TEAM 2	TEAM 3
<b>Beth D'Amico – Manager</b> 363-0289 <a href="mailto:damicob@cp-k12.org">damicob@cp-k12.org</a>	<b>Laura Basham – Manager</b> 363-0312 <a href="mailto:bashaml@cps-k12.org">bashaml@cps-k12.org</a>	<b>Heidi Stickney – Manager</b> 363-0301 <a href="mailto:sticknh@cps-k12.org">sticknh@cps-k12.org</a>
<b>Chris Taylor – Psychologist</b> 363-0302 <a href="mailto:taylorc@cps-k12.org">taylorc@cps-k12.org</a>	<b>Chris Taylor – Psychologist</b> 363-0302 <a href="mailto:taylorc@cps-k12.org">taylorc@cps-k12.org</a>	<b>Chris Taylor – Psychologist</b> 363-0302 <a href="mailto:taylorc@cps-k12.org">taylorc@cps-k12.org</a>
<b>Janis Barnett – Secretary</b> 363-0284 <a href="mailto:barnetj@cps-k12.org">barnetj@cps-k12.org</a>	<b>Marilyn Thomas – Secretary</b> 363-0357 <a href="mailto:thomasm@cps-k12.org">thomasm@cps-k12.org</a>	<b>Barb Banfill – Secretary</b> 363-0294 <a href="mailto:banfilb@cps-k12.org">banfilb@cps-k12.org</a>
Cheviot (preK-8)	Dater Montessori (K-6)	Chase (K-8)
College Hill (preK-6)	North Avondale Montessori (K-6)	Douglass (K-8)
Covedale (K-6)	Oyler* (preK-8)	Fairview (K-6)
Midway (preK-8)	Pleasant Ridge (K-8)	Hartwell (K-8)
Mt. Airy (preK-8)	Riverview East* (preK-8)	Hays (preK-8)
Pleasant Hill (preK-8)	Rockdale Academy (K-6)	Hoffman (pre-K-8)
Roberts (preK-8)	Sands Montessori (preK-6)	John P. Parker (K-8)
Sayler Park (preK-8)	SCPA – (4-12)	Rees E. Price (K-8)
Wm. H. Taft Elementary (preK-8)	Silverton (K-6)	Roselawn Condon (K-8)
Westwood (preK-8)	Winton Montessori (K-6)	Rothenberg (K-8)
Winton Hills (preK-8)	Woodford (K-6)	South Avondale (K-8)
Altercrest	WRC	Beech Acres
	Children's Home Independent	Children's Home
	The Bridge	Rees E. Price Satellite

TEAM 4	TEAM 5	TEAM 6
<b>Vicke Crook – Manager</b> 363-0288 <a href="mailto:crookvi@cps-k12.org">crookvi@cps-k12.org</a>	<b>Stephany Taylor - Manager</b> 363-0303 <a href="mailto:taylorc@cps-k12.org">taylorc@cps-k12.org</a>	<b>Tanya Davis – Manager</b> 363-0273 <a href="mailto:davista@cps-k12.org">davista@cps-k12.org</a>
<b>Kathy Bower – Psychologist</b> 363-0286 <a href="mailto:bowerka@cps-k12.org">bowerka@cps-k12.org</a>	<b>Kathy Bower – Psychologist</b> 363-0286 <a href="mailto:bowerka@cps-k12.org">bowerka@cps-k12.org</a>	<b>Kathy Bower – Psychologist</b> 363-0286 <a href="mailto:bowerka@cps-k12.org">bowerka@cps-k12.org</a>
<b>Sharon Becker – Secretary</b> 363-0281 <a href="mailto:beckers@cps-k12.org">beckers@cps-k12.org</a>	<b>Beth Anderson – Secretary</b> 363-0293	<b>Sharon Becker – Secretary</b> 363-0281 <a href="mailto:beckers@cps-k12.org">beckers@cps-k12.org</a>
Aiken C & C (9-12)	AMIS (K-8)	Hughes Center (9-12)
Aiken University (9-12)	AWL (K-8)	Oyler* (9-10)
Clark Montessori (7-12)	Bond Hill (K-8)	Riverview East* (9-11)
Dater HS (7-12)	Carson (K-8)	Robert A. Taft (9-12)
Virtual HS (9-12)	Kilgour (K-6)	Virtual HS (9-12)
Shroder HS (7-12)	Mt. Washington (K-8)	Walnut Hills (7-12)
Western Hills Design Tech (9-12)	Quebec Heights (preK-8)	West Side Montessori (7-9)
Western Hills University (9-12)	Roll Hill (preK-8)	Withrow International (9-12)
Special Center for Learning	Schiel (K-3)	Withrow University (9-12)
Hope Academy	Ethel Taylor (preK-8)	Woodward CT (9-12)
Hillcrest	MRDD – Bobbie Fairfax	St. Al's PH and All-Day School
	MRDD – Margaret B. Rost	*Locations with Preschool Locations

**DEPARTMENT OF STUDENT SERVICES ADMINISTRATIVE ASSIGNMENTS 2008-2009**

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**Deb Ranson, Lead Secretary – 363-0298 [Ransond@cps-k12.org](mailto:Ransond@cps-k12.org)**

**NON PUBLIC SCHOOLS**

**OUT OF DISTRICT SCHOOLS**

**Dr. Pat Cleveland - Manager** 363-0287 [clevelp@cps-k12.org](mailto:clevelp@cps-k12.org)  
**Vicki Hasty - Secretary** 363-0295 [hastyvi@cps-k12.org](mailto:hastyvi@cps-k12.org)

Academy of Greater Cincinnati	Seton HS	Court-Placed Out-of-District
Aldersgate Christian Academy	Seven Hills	DYS – multiple sites
Annunciation	Seven Hills Doherty	Juvenile Court 20/20
Cardinal Pacelli	Seven Hills Lotspeich	Roeller Ed. Center
Children’s Home	Springer School	Shriner’s Burns Institute
CHMC-College Hill Satellite	St. Aloysius Ed. Center	
Christ Emmanuel Christian	St. Aloysius on the Ohio	
Cincinnati Hebrew Day	St. Antoninus	
Cincinnati Hills Christian Academy	St. Boniface	
Cincinnati Seventh Day Adventist	St. Catharine of Siena	
Cincinnati Waldorf	St. Cecilia	
Concordia Lutheran	St. Clare	
Corryville Catholic	St. Clement	
Eden Grove Academy	St. Francis DeSales	
Elder HS	St. Francis Seraph	
Guardian Angles	St. Ignatius	
Holy Family	St. James of the Valley	
Little Flower	St. Joseph	
Marva Collins Preparatory	St. Lawrence	
McAuley HS	St. Martin of Tours	
McNicholas HS	St. Mary	
Mercy Montessori Center	St. Peter Claver Latin	
Mother of Mercy HS	St. Teresa of Avila	
Nativity	St. Ursula Academy HS	
Our Lady Of Lourdes	St. Ursula Villa	
Prince of Peace	St. Vincent DePaul	
Purcell Marion HS	St. William	
Queen of Angels Montessori	Summit Country Day	
Regional Inst. Torah Sec. Std.	The New School	
Resurrection	Xavier Montessori Lab	

**Other Student Services Phone Numbers**

Department of Student Services Main Number	363-0280	Linda Hicks, Preschool Disabilities	363-9964
Lisa Garofalo, Manager, Early Childhood	363-0242	Jane Kirsch, OT/PT	330-3154
Marie Cipriani, Receptionist/Early Childhood	363-0278	Stephanie Jeter, Speech Language Pathologists	363-6752
Marsha Acheson, Assistive Technology	330-3384	Marie Kobayashi, Bilingual Psychologist	363-0198
Sandra Tolliver, Parent Mentor	363-0272	Autism Team, Rockdale	363-4774
		Grant Stanley, Project SEARCH	534-6150

## CINCINNATI PUBLIC SCHOOLS

### **PEER ASSISTANCE AND EVALUATION PROGRAM GUIDELINES**

AMENDED SEPTEMBER 2002

#### **I. History**

The Peer Appraisal Program was initiated as a result of an agreement made between the Cincinnati Federation of Teachers (CFT) and the Cincinnati Public Schools in the Collective Bargaining Contract effective March 11, 1985.

As provided in the contract, a joint committee was established to recommend detailed guidelines for the pilot program. That committee completed its work in June 1985. The federation and the board accepted its recommendations.

Following acceptance of the recommendations, the Peer Review Panel (PRP) was formed. The panel consisted of four teachers appointed by the federation and four administrators appointed by the superintendent. They refined the guidelines and selected six elementary consulting teachers and four secondary consulting teachers (one each in the four secondary subject matter areas of English, mathematics, science, and social studies) and the Peer Appraisal Program began at the start of the 1985-86 school year.

The PRP evaluated the program after its first year and made several guideline revisions. During the summer of 1986, the panel expanded to ten members (five teachers appointed by CFT and five administrators appointed by the superintendent) and changed the name of the program to the Peer Assistance and Appraisal Program (PAAP) in order to emphasize the assistance mode.

The Peer Assistance and Appraisal Program was expanded to twelve consulting teachers during the 1988-89 school year. Part-time consulting teachers were used first during the 1990-91 school year. Currently, the program may use up to 20 consulting teacher positions. Presently, the program is known as the Peer Assistance and Evaluation Program.

#### **II. Purpose**

The Peer Assistance and Evaluation Program has two major roles. First, through its Apprentice Component, it seeks to assist teachers in their first year in the Cincinnati Public Schools in refining their teaching skills and orienting them to Cincinnati Public Schools, including its goals, curriculum, and structure. Through this component, each teacher is evaluated and assisted by a consulting teacher who evaluates his/her performance. This evaluation is used to determine a teacher's teaching category and/or determine renewal or non-renewal of a teacher's contract.

Second, through the Intervention Component, the program seeks to assist experienced teachers who exhibit serious instructional deficiencies. When assigned, consulting teachers work with those teachers to improve their instructional skills and to bring the teachers to a level of performance as stated in the Teacher Evaluation System (TES) document. In cases where improvement of serious instructional deficiencies does not occur, Peer Assistance and Evaluation may result in the removal of such teachers from the classroom and/or the non-renewal/termination of teaching contracts.

### III. Roles of the Peer Review Panel and Principals

#### A. PEER REVIEW PANEL (PRP)

The PRP serves as the governing body for the program and determines program guidelines consistent with terms of the Collective Bargaining Agreement and Board Policy. It consists of five teachers selected by the Federation and five administrators selected by the superintendent.

##### **The PRP**

1. Selects, oversees the work of, and evaluates consulting teachers.
2. Determines the process for selecting appraisees.
3. Receives and reviews observation reports, progress reports, interim status reports, final evaluations, and any other documentation submitted by consulting teachers and others involved in the appraisal process.
4. Reviews the comprehensive evaluation summaries (final appraisals) and recommendations of consulting teachers on their appraisees', and accepts or rejects consulting teachers' recommendations.
5. Considers and acts on appeals by appraisees of evaluation completed by consulting teachers.
6. Oversees and approves in-service training provided to consulting teachers prior to and during the assignment as consulting teachers.
7. Notifies consulting teachers of the times and dates of PRP meetings.
8. Meets with consulting teachers when needed.
9. Provides assistance requested by consulting teachers.
10. Administers the budget.
11. Sets monthly dates for meetings of Pairs with consulting teachers.
12. Provides ongoing in-service training for the school district or specific key personnel on the Peer Assistance and Evaluation Program including its function, the roles of the PRP, consulting teacher and principal.
13. Assists consulting teachers with recruitment of consulting teachers.
14. Meets at least monthly at a regular time.

The Federation President and the Director of Human Resource, or his/her designees shall be responsible for the day-to-day operation of the program. They shall serve alternately on an annual basis as facilitator of PRP meetings and shall be responsible for providing an agenda. Minutes shall be kept for each meeting. The co-facilitator(s) of the PRP shall meet with the consulting teachers at least four times during the school year.

#### B. PRINCIPALS

1. Shall conduct annual assessments on all teachers not included in the Comprehensive Evaluation System.
2. Shall orient all teachers new to the building to the local school's policies, procedures, and practices.
3. May visit and make observation reports on any teacher. Originals of all observation reports of teachers in the PAEP shall be sent to the appropriate consulting teachers.
4. Shall inform consulting teachers of any concerns about appraisees.
5. May notify PRP of any disagreements with final evaluations made by consulting teachers.
6. May inform PRP at any time of concerns about performance of consulting teachers.

7. Shall provide consulting teachers returning to the classroom with the same or similar teaching assignments and conditions.
8. May refer experienced teachers who demonstrate teaching deficiencies to the Intervention component of the program after having conducted two (2) formal observations.
9. May refer novices who have passed their apprenticeships after one year of service, if principals have serious concerns about the teachers' performance after having conducted two (2) formal observations.

#### IV. **Roles of Consulting Teachers and Program Facilitator**

##### A. **CONSULTING TEACHERS**

1. Shall provide assistance to teachers on their caseloads such as providing or arranging for classroom materials, reviewing curriculum, reviewing teaching standards and rubrics, suggesting and discussing of teaching and classroom management techniques, orienting to record-keeping requirements, demonstrating teaching, arranging for observation of other teachers, and planning for instruction.
2. Shall orient teachers to district-wide goals, the appropriate promotion/credit granting standards and other relevant curriculum materials.
3. Shall observe and evaluate teachers on their caseloads.
4. Shall plan and implement practicum for their new hires.
5. Shall meet with the PRP pair monthly to review the consulting teacher's work. (At such conferences, the consulting teacher will present an oral summary of the status of each appraisee with whom he/she works and the assistance provided.)
6. Shall maintain a daily or weekly schedule of activities in the Consulting Teachers' Office.
7. Shall send copies of observation reports and evaluation forms to the principal and to the PRP pairs as completed.
8. Shall be responsible for submitting all documentation to the Department of Human Resources by the designated dates in accordance with the Collective Bargaining Agreement and these guidelines.
9. Shall observe teachers referred to the Apprentice and Intervention Components and make recommendations about their participation in the program to the PRP. Shall send reports and recommendations to each PRP member.
10. In the event that a CT cannot complete the evaluation of an appraisee, a second CT shall be assigned. The second consulting teacher shall be responsible for completing the final evaluation after consulting with the first CT if possible.

##### B. **PROGRAM FACILITATOR**

1. Facilitate/Overview all aspects of PAEP
  - a. Oversee office procedures.
  - b. Set up summer training for consulting teachers.
  - c. Assist CTs in writing and/or distributing documentation/monitor progress.
  - d. Liaison with Human Resources to clarify caseloads on a continual basis.
  - e. Prepare and distribute all materials to Peer Review Panel.
  - f. Set up and record minutes of Peer Review Panel meetings.
  - g. Communicate guidelines to school-based administrators and to other districts upon request.
  - h. Serve on various citywide committees that impact on PAEP.
  - i. Assist in scheduling citywide new teacher in-service.

- j. Schedule CT staff meetings.
- k. Attend all Peer Review Panel meetings, present CT concerns, and disseminate information regarding ongoing activities of PAEP.
- l. Maintain close contact with co-facilitators of Peer Review Panel.
- m. Assist new CTs in the preparation of investigations.
- n. Monitor progress on all ongoing investigations to make sure they are completed and in the hands of Peer Review Panel before the deadline.
- o. Monitor sign-out sheets in the office and emphasize the importance of keeping these up to date.
- p. Develop and implement in-service for new consulting teachers emphasizing the importance of meeting contractual deadlines.
- q. Contact building/district level administrators and union officials as necessary.
- r. Attend conferences with CTs and their appraisees (difficult cases).
- s. Assist CTs in developing caseloads, validating eligibility, and prioritizing candidates for the program.
- t. Interact with visitors regarding the PAEP.
- u. Represent district and PRP as necessary.
- v. Perform other duties as assigned by PRP.

## **C. RIGHTS AND RESPONSIBILITIES**

### **CT Evaluation**

The PRP shall oversee the work of consulting teachers. The Peer Review Panel shall make a written evaluation of each consulting teacher's work by June 1 of his/her first year as a consulting teacher, using a form determined by the PRP.

Before completing the evaluation, PRP shall collect information from principals and appraisees who work with the consulting teachers using forms developed by the PRP. Consulting teachers shall not receive a formal evaluation during subsequent years in the position, unless the PRP places a consulting teacher on appraisal because of serious performance concerns. All documentation submitted to the PRP regarding consulting teachers' appraisals and/or job performance shall be made available to the consulting teacher involved. The Final Performance Evaluation Form shall be placed in the consulting teacher's personnel file upon request by the consulting teacher.

The PRP may collect information from principals and appraisees who work with consulting teachers during non-appraisal years. In addition, any concerns or comments regarding the work of the consulting teachers on the part of principals or teachers can be directed to the co-facilitators of the PRP at any time. These written concerns or comments shall be shared with the consulting teacher involved.

## **D. RETURN OF CT TO CLASSROOM**

Upon completion of their assignment to the PAEP, consulting teachers have the right to return to their original schools and to the same or similar teaching assignments and conditions with no loss of building seniority.

It is understood that the PRP may return any consulting teacher to a classroom position at any time following a conference with the consulting teacher to discuss the reason for

reassignment. This may occur because of changes in the subject areas and grade levels of appraisees assigned to the Peer Assistance and Evaluation Program or because of concerns about the consulting teacher's work performance.

If reassignment occurs during the school year, the consulting teacher shall have the right to return to his/her original school and to the same or similar assignment and conditions, with no loss of building seniority. If a consulting teacher, because of reduction in caseload, is to be returned to the classroom and there is more than one consulting teacher in that area, the decision will be made based on 1) seniority as a consulting teacher and 2) seniority in the school system.

A consulting teacher must remove his/her name from the leadership list and cannot take an administrative position for one year after serving as a consulting teacher. A PRP member may not apply for the position of consulting teacher for a period of one year following his/her service with the PRP.

#### **E. CT CONTRACTUAL PERIOD/PART-TIME POSITIONS**

A consulting teacher shall serve in the position for a maximum of three consecutive years. If a teacher serves as a .5 or greater part-time consulting teacher for one year, it shall count as 1 of the 3 contractual years posted for this position.

The PRP shall appoint part-time CTs in areas where there are only one or two appraisees and/or to conduct investigations. Such CTs will receive a stipend of \$2,000 if there are two appraisees, \$1,500 if one. They will be allocated up to 12 substitute days per appraisee. They shall assume all duties of a consulting teacher including monthly staff meetings. A full time CT (mentor) will be assigned to assist them if possible. After three years, the part-time CT may reapply for the position.

#### **A. PROGRAM FACILITATOR/CT PAY**

The program facilitator and consulting teachers shall be paid according to the negotiated Teacher Salary Schedule. They will also receive lead teacher stipends consistent with the Career in Teaching Program agreement as compensation for conferences and in-service activities held after school and/or during the summer. A consulting teacher who is not a lead teacher shall receive an annual stipend of \$3,000. Absence, tardiness, and leave requests shall be reported to the designated administrator and program facilitator(s).

#### **B. CASELOAD**

A full-time consulting teacher shall have a maximum caseload of 14. A first-year apprentice shall be counted as 1.0. A teacher involved in the intervention component shall be counted as 1.5.

## V. Selection of Consulting Teachers/Program Facilitator

Human Resources shall post consulting teacher positions in all schools and in the Board's central offices. Program Facilitator and consulting teachers are lead teachers. The PRP shall consider any lead teacher applicant(s) who is properly certified for an available consulting teacher position. However, if no lead teacher applies who is qualified for the position, the PRP may consider non-lead teacher applicants. The program facilitator will serve a three year term, nonrenewable annually by agreement of the Superintendent and 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.

The following guidelines shall apply if CT positions cannot be filled with lead teachers. Minimum qualifications for the position are:

1. Ohio teacher's certificate or appropriate license for subject area of assignment.
2. Five years as a teacher in the subject matter field of assignment in Cincinnati Public Schools.
3. Consistently accomplished or advanced evaluations.
4. Currently a classroom teacher or in a classroom position, or serving in the discipline served by the CT position within the past two years in the Cincinnati Public Schools.
5. Must be a career-level teacher. Should no lead or career teacher apply, the panel may consider a resident level applicant. The position of the Preschool-Kindergarten consulting teacher will be filled by a resident level teacher for the 1996-97 time frame **only** since no career or lead teacher applied for the Preschool position for the 1996-97 school year.
6. Program Facilitator will be a lead teacher.

Applicants shall provide professional references from a teacher and a principal with who they have worked. The PRP shall select consulting teachers from among applicants meeting minimum qualifications, shall review the wording of the vacancy announcement, and may develop other selection procedures.

Teachers will be chosen for the position of consulting teacher for one-year period; if they are not activated during that time because the caseload does not warrant it, they will have to reapply.

## VI. New Hires

### **Caseloads**

All teachers in their first year under contract who have a teaching license or certificate, and all long-term substitute teachers who have a teaching certificate or license and are new to the district, and/or are filling a vacancy or are expected to remain in the same assignment throughout the school year and who are hired before December 1, shall be assigned to a consulting teacher. They shall be considered apprentices, unless caseload limits are reached for available consulting teachers. In that event, beginning teachers without prior experience in regular teaching positions shall receive priority and those new hires, whose prior teaching experiences are recent and whose current teaching practices are successful, may be excluded from the program.

Apprentices who teach multiple subjects at the middle school and high school level shall be added to only one consulting teacher's caseload.

If a long-term substitute teacher meeting the criteria mentioned above is hired before December 1 to fill a vacancy, the consulting teacher shall assist and evaluate the long-term substitute, if caseload permits, and if there are no intervention teachers waiting to be assigned. If these long-term substitute teachers receive contracts for the following school year, they may be considered apprentices during their first year under contract.

A long-term substitute teacher who is hired after December 1, and who receives a contract for the following school year, will be considered an apprentice for the first contract year.

### **Continuation of New Hires**

Teachers in their second year under contract, who receive a one in any domain, but are not dismissed, shall continue as apprentice 2's assigned to consulting teachers.

### **New Hire Guarantee**

If a new hire has passed his/her evaluation after one year of service, but during the following school year, his/her principal has serious concerns about the teacher's performance, supported by two formal observations, the principal may place those concerns in writing to the teacher and to the PRP prior to December 1, and request that the PRP return the teacher to new hire status. The PRP shall assign a consulting teacher to observe the teacher, conduct a brief investigation, and report to the PRP with a recommendation as to whether or not the teacher needs further assistance. The PRP shall decide within 20 days of voting on the principal's request whether or not to return the teacher to apprentice status. In order to expedite the process, the PRP co-facilitator(s) shall act on behalf of the PRP in regard to the above. However, the decision to return the teacher to apprentice status is subject to approval of the full PRP at its next regular meeting.

If the PRP decides to return the teacher to apprentice status, it shall assign a consulting teacher to assist and evaluate the apprentice. The PRP may assign the same consulting teacher who assisted the teacher as a first-year apprentice, if he/she is available. A teacher must complete his/her apprenticeship within two years or will be non-renewed, if the PRP approves. This teacher is not a candidate for a continuing contract.

### **Rating**

An apprentice shall be recommended for non-renewal if at the end of year one (1) he/she obtains a score of 1 in domain 3 and a 1 in any other domain. As a general rule, an Apprentice teacher is nonrenewed at the end of year two (2) if Novice status has not been attained.

If a teacher is continued in the apprentice program for a second year, and receives a 1 rubric in any domain for the second year, he/she shall be recommended for non-renewal. However, the PRP reserves the right, in exceptional circumstances, to make recommendations to the superintendent which may differ from the above.

## VII. Intervention

This component of the Peer Assistance and Evaluation Program is intended for teachers with serious deficiencies in their teaching skills or practices that can benefit from the program. Its purpose is to assist them in improving performance.

Any teacher who a principal believes should be placed on comprehensive evaluation because of concerns about his/her teaching skills or practices or his/her work with students in the classroom, shall be referred to the PRP after the principal has conducted two formal observations which are submitted with the request. Intervention shall be reserved for teachers who have completed three or more years of service in the district. Such referrals may be made to the PRP by the last school day in April, time stamped by 4:30 p.m. in Human Resources. The PRP shall notify the teacher that he/she has been referred to intervention.

The PRP shall then determine, using the following procedures, whether or not the teacher shall be placed in intervention.

- Step 1: A referral shall be submitted in writing to the Director of Human Resources, who shall forward it to the program facilitator. If the PRP votes to investigate, the program facilitator shall then assign a consulting teacher to complete the investigation.
- Step 2: The consulting teacher shall prepare a report and recommendation showing evidence that sufficient input has been received from the principal, the teacher being considered for intervention, and from classroom observations.
- Step 3: The consulting teacher shall communicate with his/her pair (one teacher and one administrator) assigned by the PRP to report on and to make a recommendation about each case referred. The consulting teacher shall distribute copies of the report to all PRP members.
- Step 4: Each pair of panel members shall report to the full PRP which then places the teacher in the intervention process or not, and so notifies the principal, consulting teacher, and teacher. A copy of the consulting teacher's report and recommendation shall be sent to the teacher and the principal. A majority vote of the panel is required to overturn the consulting teacher's recommendation. Intervention may begin at any time. If the PRP does not place the teacher in intervention, the principal retains the prerogative to place the teacher on comprehensive evaluation, according to the provisions of the Collective Bargaining Agreement.
- Step 5: The facilitator shall inform the Director of Human Resources of the panel's final decision.

If a teacher believes that a colleague is in need of the intervention process, he/she may discuss these concerns with the CFT building representative. The building representative may relay these concerns to the principal. If the building representative discusses these concerns with the principal and after one month the principal does not request an investigation for intervention, the building representative may submit the concerns to the PRP facilitator. The PRP may place such a teacher in intervention following the procedure described above.

#### A. **PROBLEMS NOT REFERRED TO THE INTERVENTION PROCESS**

Principals shall not refer to the PRP cases where performance concerns are not related to teaching skills or practices, or work with students in the classroom. Examples of concerns which should not be referred to the PRP are: repeated tardiness, failure to complete required attendance or grade reports, or failure to comply with other legitimate administrative requirement.

#### B. **APPEALS FOR THOSE TEACHERS NOT REFERRED TO INTERVENTION PROGRAM**

A teacher who has been placed on evaluation by his/her principal because of such performance concerns may appeal the principal's decision not to refer his/her case to the PRP if the teacher believes that his/her work with students in the classroom is, in fact, a primary focus of the evaluation. Such appeals shall be submitted in writing to the Director of Human Resources and will be forwarded to the PRP. The appeal must be substantiated by specific documentation such as the principal's statements, written or oral, regarding the reason(s) for the evaluation and/or by the content of observation reports or other evaluation documents prepared by the principal.

If the PRP determines that teaching skills and practices or work in the classroom with students are at issue in the evaluation, it shall uphold the appeal and begin an investigation (as outlined above) leading to possible placement in the intervention process. A comprehensive evaluation may continue, at the principal's discretion, unless and until the PRP upholds the teacher's appeal and begins an investigation.

If, following its investigation, the PRP decides not to place the teacher in intervention, the comprehensive evaluation may resume. If the teacher is placed in intervention, all documents relating to the comprehensive evaluation shall be removed from the teacher's record. The PRP shall promptly notify the principal upon receiving an appeal and shall notify him/her, as well as the teacher, of its decision at each step of the process described above.

#### C. **INVESTIGATION FOR INTERVENTION TIME TABLE**

Once assigned, the consulting teacher shall conduct observations and collect as much information as possible regarding the teacher's instructional program and practices. **Within 20 working days after the PRP votes on the request for investigation, the principal and teacher shall receive written notification of the decision unless the PRP extends due to extenuating circumstances.**

1. If the teacher is assigned to intervention before December 1, the consulting teacher shall submit the Intervention Summary Report Form to the PRP (copies to appraiser and principal) by the second Friday in March.

The consulting teacher shall recommend that:

- a. the intervention process end because the level of performance meets the guidelines as stated in the TES document,
- b. the teacher be dismissed because his/her performance is seriously deficient and significant improvement is not occurring and is unlikely to occur, or

- c. the intervention process should continue.

If the consulting teacher's recommendation is either "a" or "b", he/she shall also submit the Comprehensive Evaluation Summary. If intervention continues, it shall continue during the following school year with the Comprehensive Evaluation Summary for Teachers due no later than the second Friday in March of the following school year. However, the consulting teacher shall provide a status report on the December Interim Status Report form by December 15 of the following school year, which may include any of the three recommendations listed in Paragraph 1 above. A majority vote of PRP is required to overturn the consulting teacher's recommendation.

2. If the teacher is assigned to intervention after December 1, intervention shall continue into the following school year, with the Comprehensive Evaluation Summary for Teachers due no later than the second Friday in March of the following school year. However, the consulting teacher shall provide a status report on the December Interim Status Report form no later than December 15 of the following school year, which may include any of the three recommendations listed in paragraph 1 above.

If, after November 30, the PRP decides to place a teacher in intervention, but the appropriate consulting teacher is at the caseload limit, the intervention process will begin as soon as an appropriate consulting teacher has room on his/her caseload, but no later than September of the next school. In such cases, the principal may assist the teacher as necessary until the intervention process begins.

The consulting teacher may also recommend, in any of the status or summary reports, a change in teacher assignment or other measures designed to assist the teacher or improve or protect the instructional program.

### VIII. Documentation and Peer Review Panel Review

Each consulting teacher shall complete an interim report on the status/performance of each appraisee no earlier than December 1 and no later than December 15 of each school year, on a form determined by the PRP. Prior to submitting this interim report, consulting teachers shall not be required to complete or submit written observations. If problems appear serious enough to warrant early documentation prior to the December interim status report or if, in the consulting teacher's judgment, written observation reports would be helpful, they may be submitted. All observation reports and other documentation by principals shall be submitted to the PRP or to designated PRP members as completed on all appraisees. Completed documentation submitted to the PRP becomes part of the official evaluation record. Appraisees shall receive copies of all such material. Consulting teachers shall provide copies of formal observation reports, interim status reports, and final evaluation forms to principals.

Each consulting teacher shall meet monthly with his/her PRP pair to review the status of each appraisee. Subsequently, the two PRP members shall report to the full PRP on the consulting teacher's recommendations regarding intervention cases, evaluations that do not meet the level of performance as stated in the TES document and interim reports, and any other issues or concerns. For all teachers whose evaluations do not meet the level of performance as stated in the TES document by the consulting teacher, the consulting teacher may be present at the PRP meeting to present documented evidence of his/her findings. In addition, the consulting teacher may be asked to be present at a PRP meeting to present documented evidence of his/her findings on any other evaluations.

## IX. Appeal of Comprehensive Evaluation

### Ratings not meeting the guidelines as stated in the TES document

A teacher whose rating does not meet the guidelines set forth in the TES document, may appeal the comprehensive evaluation summary by submitting a written appeal to the Director of Human Resources no later than 4:30 p.m. on the third Thursday in March. A statement setting the grounds for the appeal shall be included, along with any previously submitted rebuttals of observation reports, evaluations or other documentation submitted by the consulting teacher.

The teacher is encouraged to attach any other documentation needed to substantiate his/her appeal. A copy of this appeal shall also be submitted to the consulting teacher prior to consideration by the PRP.

Teachers whose rating does not meet the guidelines set forth in the TES document shall have an opportunity to appear before the PRP to present their appeal. Teachers who desire to make presentations must submit those requests along with their written appeals. The PRP may establish time limits and/or other procedures for such presentations.

The PRP shall meet after the third Friday in March, consider the consulting teacher's recommendations and documentation along with the appraisee's written appeal and presentation, if any, and shall then submit its recommendations to the superintendent. The PRP shall inform the appraisee and the consulting teacher of its recommendation to the superintendent no later than the fourth Friday in March.

A majority vote of the PRP shall be required to overturn the consulting teacher's recommendation and/or to uphold the appeal in whole or in part.

The teacher may appeal the PRP's decision to the superintendent, in writing, by the following Friday. The superintendent will consider the appeal and respond prior to action, if any, by the Board of Education regarding non-renewal of the teacher's contract assuming the previous deadlines have been met.

### Acceptable ratings as stated in the TES document

Evaluation reports shall be completed and submitted by May 15. Copies of all appraisal materials shall be furnished to the teacher evaluated prior to placement in the teacher's personnel file. The teacher shall have the right to attach a written comment to the report.

A teacher who disagrees with their rating may appeal the final performance evaluation or final summary report (intervention) by submitting a written appeal to the Director of Human Resources by May 22, or the next working day if May 22 is not a work day. A statement setting forth the grounds for the appeal shall be included, along with any rebuttals of observation reports, evaluation, or other documentation submitted by the consulting teacher. The teacher is encouraged to attach any other documentation needed to substantiate his/her appeal. A copy of this appeal shall also be submitted to the consulting teacher prior to considerations by the PRP.

At its next regular meeting, the PRP shall consider the written appeal and the consulting teacher's recommendations and documentation, and may invite both the consulting teacher and the appraisee to make a presentation to the PRP if additional information and/or clarification are

needed. The PRP shall consider the appeal at its next regular meeting and inform the appraisee and the consulting teacher of its decision no later than the Friday following the last regular workday of the school year.

The appraisee may appeal in writing, to the superintendent, the PRP's decision within 7 days of receiving that decision. The superintendent shall respond to the appeal by July 10.

### **Contract Rights**

Teachers appraised through Peer Assistance and Evaluation retain all rights afforded to them by the Collective Bargaining Contract between the Cincinnati Federation of Teachers and the Cincinnati Board of Education.

#### **X. Transfers**

A teacher who is in the intervention program or continued for a second year of peer evaluation shall not be eligible for a voluntary transfer, unless approved by the Peer Review Panel.

#### **XI. Conflicts**

In the event of conflicts between these guidelines and any provisions of the Teacher Evaluation System, these guidelines shall prevail.

These shall constitute the 2002-2003 guidelines for the Cincinnati Peer Assistance and Evaluation Program unless both the Board and the CFT agree to any revisions.

## **From the PAEP Guidelines**

### **Continuation of New Hires**

Teachers in their second year under contract, who receive a score of 1 in any domain, but are not dismissed, shall continue as interns assigned to consulting teachers.

If a new hire has passed his/her evaluation after one year of service, but during the following school year, his/her principal has serious concerns about the teacher's performance, the principal may place those concerns in writing to the teacher and to the PRP prior to December 1 and request that the PRP return the teacher to his/her new hire status. The PRP shall assign a consulting teacher to observe the teacher, conduct a brief investigation, and report to the PRP with a recommendation as to whether or not the teacher needs further assistance.

The PRP shall decide within 20 days of voting on the principal's request whether or not to return the teacher to new hire status. In order to expedite the process, the PRP co-facilitator(s) shall act on behalf of the PRP in regard to the above. However, the decision to return the teacher to new hire status is subject to approval of the full PRP in regard to the above.

If the PRP decides to return the teacher to new hire status, it shall assign a consulting teacher to assist and evaluate the teacher. The PRP may assign the same consulting teacher who assisted the teacher as a new hire, if available. The teacher must achieve necessary domain scores, for his/her category by the 2<sup>nd</sup> Friday in March if non-renewal/termination is possible.

## **From the Collective Bargaining Agreement - pp. 66**

### **“Increments”**

Effective with salary increments payable after the 1996-97 school year, teachers newly qualifying for the following experience or longevity steps shall be required to obtain a satisfactory or better rating on a performance evaluation completed during the first, third, and fifth year of employment and the year prior to the effective date of the increments at steps 17, 22, and 27. A teacher shall be denied an increment due to an evaluation and has the right to challenge the evaluation through the grievance procedure. Further, such teacher shall be re-evaluated during the next school year or the next evaluation cycle, whichever comes first. Upon a satisfactory or better evaluation, the teacher shall be advanced on the salary schedule based on full credit for his/her experience. A teacher who is placed in the Intervention process by the Peer Review Panel shall not receive a longevity increment unless and until he/she completes the process with the necessary scores for his/her category. No teacher shall be denied a salary increment due to the evaluator's failure to conduct a scheduled evaluation.

09/05/02

# *Political Action*

# CINCINNATI FEDERATION OF TEACHERS LOCAL 1520 – OFT, AFT, AFL-CIO

## ***POLICY ON POLITICAL ENDORSEMENTS***

Policy concerning the Endorsement and Support of Candidates by the Cincinnati Federation of Teachers Committee on Political Education (COPE).

Endorsements or opposition shall be made solely on the basis of each candidate's record of support for public education, the rights of public employees and organized labor, without regard to party affiliation.

Requests for local endorsements shall be referred to the CFT Political and Legislative Action Committee for recommendation to the Executive Board and approved by the membership.

The Political Action Committee shall interview candidates and/or send out questionnaires to candidates seeking an endorsement and will review voting records of incumbents.

Recommendations by CFT COPE shall be made in time for action in either a primary or general election. Endorsements shall be forwarded to the OFT, AFT and Cincinnati and Ohio AFL-CIO.

Endorsements of a candidate shall be published in CFT newsletters or other publication, including the reason(s) for the endorsement.

Recommendations for political endorsement by the CFT shall be guided by the following priorities:

1. *Consideration of endorsement of incumbents whose record has been substantially in support of the CFT's, OFT's and AFT's legislative program.*
2. *Consideration of endorsement of challengers or non-incumbents whose record and/or proposals are substantially in support of the Federation's program.*
3. *Consideration of opposition to incumbents whose record is primarily in opposition to the Federation's program.*
4. *Consideration of no endorsement in those contests in which no candidate is substantially in support of the Federation's program.*

*CFT shall consider and make endorsements for the following offices: School Board, City Council, County Offices, Hamilton County judicial races.*

*CFT shall consider and recommend endorsements to the Ohio Federation of Teachers COPE for the offices of State Representative, State Senate, Ohio Board of Education and US Representative in those districts which are wholly or partially within Hamilton Co. and may recommend endorsements in other legislative districts in which CFT members reside if there is no other OFT local within those districts.*

*Recommendations for endorsement for US Senate, for Governor and for other state wide offices are made by OFT COPE. CFT members are represented in endorsement decisions by OFT & AFT.*

*Consideration for endorsements in City Council, county offices, and judicial elections may be made in conjunction with the Cincinnati AFL-CIO Central Labor Council.*

## **POLICY ON POLITICAL CONTRIBUTIONS**

CFT shall request from all members voluntary contributions to the CFT COPE Fund. The requested contribution level shall be determined by the Political and Legislative Action Committee.

Effective with contributions received after January 1, 1996, it shall be the policy of the CFT to donate at least one-third (1/3) of such voluntary contributions to OFT COPE and at least one third (1/3) to AFT COPE. CFT President and Treasurer are authorized to transmit such amounts periodically in keeping with the needs of the local, state and national COPE funds to participate in elections at each level. The Political and Legislative Action Committee may recommend variations in such contributions at any time.

The treasurer shall deposit at least one-half of any COPE rebates received from AFT and OFT in a state and local COPE account for the purpose of making contributions in state and local elections.

Contributions from CFT COPE Funds shall be made according to the following guidelines.

1. Political Contributions, including purchase of fundraising tickets, shall be recommended by the CFT Political and Legislative Action Committee to CFT Executive Council and approved by membership.
2. Tickets shall be purchased or contributions made from the COPE fund only for endorsed candidates and ballot issue campaigns.
3. Consideration shall first be given to those incumbents whose voting record has remained supportive of the Federation's legislative program.
4. Priority shall be given to incumbents or candidates seeking election in the current year.
5. All contributions shall be made in strict conformity with state and federal election laws. Contributions to candidates' campaign committees shall be made only from CFT COPE funds and not from membership dues. Contributions to ballot issue campaigns may be made either from COPE or general funds following the above recommendation and approval procedures.

Adopted by CFT Membership  
May 19, 1982

Amended March 13, 1996  
Revisions Recommended by  
CFT Political Action Committee 4/20/99  
Submitted to CFT Executive Council 4/21/99  
Presented and Approved by Membership 4/21/99

# COPE MEANS CLOUT!

## ***What is COPE?***

COPE is CFT's Committee on Political Education, a political action committee established in accordance with state election laws. The COPE Fund consists of voluntary contributions from CFT members to be used for political campaigns of pro-education, pro-labor candidates. They are also used to contribute issue campaigns, such as school levies.

## ***Why Should Members Contribute to COPE?***

Legislative battles now going on in Columbus and Washington will determine whether or not many of us have jobs and whether or not we have any rights on the job. Vouchers and Charter schools are always a hot topic of legislation as is overtime and restriction of collective bargaining rights.

State Board of Education members vote on teacher certification requirements, minimum standards for schools and special education rules. We also have a big stake in local elections. City Council has the power to waive or divert school property taxes to subsidize development projects. County Commissioners determine what services are available to our students and their families. Judges rule on cases brought against teachers and on students accused of assaulting our members. When we're forced to sue, they also decide whether or not to enforce our contract.

Most important, our immediate employers, the Cincinnati Board of Education, are elected officials. We must raise COPE funds to support candidates who support us and be taken seriously by elected officials.

## ***I'm for Lobbying, But I Think CFT Should Stay Out of Politics.***

LOBBYING IS POLITICS! It's impossible to be effective in lobbying without political action. Politicians are rarely persuaded by the brilliant logic of our arguments. They want to know what we can do for them (or, perhaps, for their opponents). Those are the cold, hard facts. COPE funds give us political clout.

***POLITICAL ACTION –  
YOUR JOB – YOUR FUTURE!!***

## ***Are CFT Membership Dues Used for Political Contributions?***

NO!! Dues are not used for campaign contributions except for school levy campaigns with membership approval. In fact, union dues cannot go to political candidates under Ohio law. That is why it's so important to build up the COPE fund.

## ***Are COPE Funds Important in School Levy Campaigns?***

YES!! About 60% of CPS operating funds are generated by local property tax levies, which must be approved by voters. CFT used both COPE funds and general funds in levy campaigns.

## ***How are COPE Funds Collected?***

COPE funds are collected through payroll deduction. Fund-raisers for specific candidates can help, but payroll deduction is the only way to maintain an adequate COPE fund.

## ***Can Substitutes and ACPSOP Members Contribute to COPE?***

YES!! Payroll deduction is available for ACPSOP members and substitute teachers. Complete the same COPE CARD as contract teachers do.

## ***Who Can Spend COPE Funds?***

The CFT membership. Political endorsements and contributions are recommended by CFT's Political Action Committee to the CFT Executive Council and then are submitted to the CFT membership for approval.

## ***How Does CFT Select Candidates to Endorse?***

CFT's Political Action Committee screens candidates using questionnaires, interviews, and voting records. Our criteria: the candidates' records on issues that directly affect our salaries; job and working conditions, and the future of public education. Political party is NOT a criterion. Incumbents who have good voting records receive first consideration.

## ***What is the Suggested Contribution to COPE?***

Two dollars (\$2.00) per check for 21 or 26 check plans. Four dollars (\$4.00) per check from 12 checks.



## TAKE THE COPE QUIZ

**How much CFT/ACPSOP dues money goes to politicians?  
How much CFT/ACPSOP dues money goes to school levy campaigns?**

**You don't know?**

**Well, maybe you haven't joined COPE because you don't understand what it is all about.  
Try your hand at this COPE quiz!**

### TRUE OR FALSE

- |   |   |   |
|---|---|---|
| 1. COPE is an over-the-counter drug to combat classroom fatigue?  | T | F |
| 2. CFT/ACPSOP member dues go to political candidates?   | T | F |
| 3. CFT/ACPSOP officers may spend COPE money without a membership vote?  | T | F |
| 4. CFT/ACPSOP spends all its COPE dollars on national elections?  | T | F |
| 5. CFT/ACPSOP can save up COPE funds from year-to-year?   | T | F |
| 6. If every CFT/ACPSOP member on 21 or 26 paycheck(s) gave \$2.00,<br>& teachers on 12 checks gave \$4.00, could we raise \$50,000? | T | F |
| 7. Does CFT/ACPSOP endorse only democrats?  | T | F |

### ANSWERS

1. False. COPE is CFT/ACPSOP's Committee on Political Education. It's our political & legislative action fund.
2. False. ALL political contributions are made from CFT/ACPSOP's COPE fund, which is raised from VOLUNTARY contributions by CFT/ACPSOP members.
3. False. NOT ONE PENNY CAN BE SPENT! Each and every contribution from COPE funds must be recommended by CFT/ACPSOP's COPE Committee and Executive Council AND be approved by a vote at a general membership meeting.
4. False. CFT/ACPSOP COPE funds support local school board candidates endorsed by membership vote, school levy campaigns, candidates for the state legislature, the US Congress and City Council who support public education, oppose school vouchers and respect public employee rights.
5. True. To support qualified school board candidates in 2003 and school levy campaigns.
6. False. Over \$150,000 per year – enough to play a strong role in local and state races AND be more effective in lobbying for those issues which affect teachers and other school employees.
7. False. In the past, we have endorsed many Republican candidates for State Representative, State Senator, even Governor. CFT/ACPSOP has supported Republicans for City Council and County Commissioner, Ohio Supreme Court Justice Andy Douglass, and numerous local judges. CFT/ACPSOP has also endorsed several Republican school board members. Endorsements are based on a candidates record on education issues, teacher and public employee rights.

Cincinnati Federation of Teachers/ACPSOP  
Local 1520, AFT/OFT/AFL-CIO  
2721 Central Parkway, Suite B  
Cincinnati, Ohio 45225  
513-961-2272

# *Grievances*

# **Grievances: A Guide for CFT Building Reps.**

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## **What is a grievance?**

By contract definition, a grievance is a “complaint in writing that there has been an alleged violation, misinterpretation, or misapplication of any provision(s) of this contract,” Thus; legitimate complaints that are not formal grievances cannot be processed through the grievance procedure. They must be processed and resolved through normal administrative channels.

## **Who may file a grievance?**

The contract states that an individual teacher, office employee, group of teachers, or group of office employees, or the Federation has the right to file a grievance.

## **Steps in the grievance procedure.**

Pre-filing conference. Prior to filing a formal grievance, it is highly recommended that an informal conference with the principal or administrator be scheduled. The complaint, the issue, the facts and the proposed remedy should be presented at this meeting.

### **Level One**

**CFT:** A formal grievance must be filed with the principal (or the appropriate administrator) within fifteen (15) contract working days. The conference – involving the grievant, the Federation representative, and the principal or administrator – must occur within five (5) days after the grievance is filed. The principal or administrator will then render a written decision within five (5) days.

**ACPSOP:** A grievance shall be submitted in writing to the principal or the appropriate administrator within 10 days after said event, upon which it is based, or within 10 days after said event could reasonably be assumed to have been known by the grievant. A grievance conference shall occur within 5 days after the grievance is filed. The grievant shall be accompanied by an Association representative.

The principal or appropriate administrator shall render a written decision within five (5) days of the conference and communicate it to the grievant and the Federation/Association.

### **Level Two**

**CFT:** A grievance not resolved at level one can be appealed by the Federation to the next level – the superintendent (represented by the Director of Employee Relations). A meeting should be held within five (5) days and a written decision rendered within five (5) days of the meeting.

However, at the request of either the Board or the Federation, grievance mediation shall occur prior to the Level II grievance conference. The Board and Federation shall agree, by July 1, 1991, on an agency, individual, or panel to provide such mediation services. The parties shall develop specific procedures for grievance mediation, with the assistance of the mediator.

If grievance mediation is requested, time limits are suspended until the mediation occurs. A formal Level II conference shall be conducted within 5 days of the final mediation session, unless the grievance is resolved through mediation. Thereafter, the normal time limits shall be observed.

**ACPSOP:** In the event a grievance has not been satisfactorily resolved at Step 1, the Association shall file, within 5 days of the principal's or the appropriate administrator's written decision at Step 1, a copy of the grievance with the Director of Employee Relations. Within 5 days after such written grievance is filed, the grievant, the Association, and the Director of Employee Relations or his/her designee shall meet to resolve the grievance. The Director of Employee Relations or his/her designee shall file his/her decision within 5 days of the Step 2 conference and communicate it to the grievant and the Association.

### **Level Three**

**CFT:** If the grievance has not been satisfactorily resolved at Level Two, the Federation may demand arbitration within 90 days of receiving the Level Two decision. The arbitrator's decision shall be final and binding.

**ACPSOP:** If the grievance has not been satisfactorily resolved at Step 2, and if the grievance is not appealable to the Civil Service Commission or to the Ohio Civil Rights Commission or the Equal Employment Opportunity Commission within ten (10) days of the Step 2 decision, the Association may demand a hearing before an arbitrator.

## **Grievant/Federation Rights**

1. A grievant has the right to have a Federation representative present at any step in the grievance procedure.
2. The Federation has the right to appear at any level of the grievance procedure.
3. A grievant has the right to be present at all hearings.
4. All grievance records must be filed separately from personnel files.
5. A grievant shall not be subjected to reprisals

### **NOTES**

1. Read sections 300, CFT or Article 5, ACPSOP, of the contract for the specific language.
2. The goal should always be to resolve the grievance or the complaint to the satisfaction of the grievant as quickly, and as informally as possible (at the lowest possible level).
3. The Federation Building Rep and/or the Federation representative should always be present. Do not allow grievants to act alone or represent themselves in a meeting.

### **Tips on Processing (and resolving) Grievances (and complaints)**

1. Know the contract, especially provisions relevant to the case at hand.
2. Be a good listener. Listen to the grievant's problems. Listen to the principal's version. TAKE NOTES.
3. Weigh the merits of the case. Advise the grievant as to the proper course of action.
4. Build a rapport with your principal or administrator. A good working relationship will enhance prompt and satisfactory INFORMAL resolutions to many problems.
5. Deal with the facts.
6. Stick to the point.
7. The goal is Satisfactory Resolution of the Grievance. Resolution does not necessarily mean total victory (although it may). It more frequently means reaching an agreement with which all parties can live.
8. Be positive and confident. Impress upon the principal or administrator that there is no doubt in your mind as to the merit of the grievance.
9. Disagree with dignity. Be polite and courteous.
10. Maintain a united position. Both the grievant and CFT/ACPSOP representative should know the facts and issues, what to say, and what not to say. If a problem arises, take a caucus and work it out in private.
11. Report the results. Both to the other teachers and office employees in the school or office (if the grievance is not of a confidential nature and if the grievant does not object) and to the Grievance Committee Chair (if he/she was not present at the hearing.)
12. Be timely in filing. You have 15 work days to file a grievance.

**Remember: The only time to present a grievance is AFTER you have gathered all the facts and fashioned all your arguments.**

# Grievance Report

## How to Investigate a Grievance

1. Interview the grievant and write down dates, facts, and witnesses.
2. Ask questions for clarification and additional information.
3. Interview the involved supervisor and witnesses. Keep a written record.
4. Examine all records which have a bearing on the incident.
5. Separate the facts from opinions and allegations.
6. Determine which facts are relevant to the matter in dispute.
7. Fill out the grievance form in full and have the grievant sign it.

## The Crucial “W’s” of Grievance Investigation

### WHO is Involved?

1. Grievant (employee, employees, the union?) \_\_\_\_\_
2. Responsible management person(s) \_\_\_\_\_
3. Witness(es) \_\_\_\_\_

### WHEN did it happen?

1. Time and Date of event. \_\_\_\_\_

### WHEN must grievance be filed?

1. Informal conference \_\_\_\_\_
2. First formal step \_\_\_\_\_

### WHERE did it happen?

\_\_\_\_\_

### WHAT happened?

1. What did some management representative do or fail to do that gives rise to the complaint?  
\_\_\_\_\_
2. What must be done to make the grievant WHOLE?  
\_\_\_\_\_

1. Corrective action requested.

---

2. What would we settle for?

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**WHY** is it grievable?

1. Specifically what is wrong with “What Happened”?

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2. Contract language or policy violated (cite article, section, paragraph, page number, etc.)

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**Appeal Rights at Each Level**  
**Cincinnati Federation of Teachers/ACPSOP**  
**Internal Guidelines Governing the Processing of Grievances**

The Federation is firmly committed to the principle embodied in the grievance section of the Collective Bargaining Contract, that all members of the bargaining unit are entitled to equal and fair representation. The following guidelines and procedures have been established in order to assure that all bargaining unit members received the representation in the Grievance Procedure to which they are entitled.

**Level 1**

By contract, a grievance may be filed by an individual teacher or office employee, a group of teachers or office employees, or the Federation. The Federation will advise, assist, and represent any bargaining unit member upon request.

**Level 2**

Upon receipt of a grievance which has not been resolved to the grievant's satisfaction at Level 1, the Federation will advise the grievant of its recommendation. The ultimate decision as to whether or not the grievance shall be appealed to Level 2 is the Federation's. The Federation is represented by a CFT Field Rep or the Grievance Committee Chairperson at this level.

1. In the event the grievant wishes to appeal the decision of the Field Rep or Grievance Committee Chairperson, he/she should notify the Chairperson immediately. Upon notification of said appeal, the Grievance Committee shall meet to consider the matter. The grievant may present arguments in support of the appeal at this meeting. The Grievance Committee will then recess into executive session to deliberate and decide the matter at hand. The Committee shall notify the grievant of its decision, and the reasons therefore, within two (2) calendar days of the meeting.
2. In the event the grievant wishes to appeal the Committee's decision, he/she should notify the Grievance Committee in writing. The appeal shall be brought to the attention of the CFT/ACPSOP Executive Council and present arguments in support of the appeal. The Executive Council shall notify the grievant of its decision, and the reasons therefore, within (2) calendar days of the meeting.
3. In the event the grievant wishes to appeal the decision of the Executive Council, he /she may present a resolution at the next regularly scheduled membership meeting. The decision of the CFT membership shall be final and binding on all parties. If the CFT/ACPSOP membership is not scheduled to meet prior to expiration of the time limit for appeal to Level 2 and an extension of that time limit cannot be secured, the grievance shall be appealed to Level 2 pending membership action.

### Level 3

Upon receipt of a grievance which has not been resolved to the grievant's satisfaction at Level 2, the Federation shall decide whether or not the grievance shall be pursued to arbitration. The Federation is represented by the CFT Grievance Committee at this level.

1. In the event the grievant wishes to appeal the Grievance Committee's decision, he/she should notify the Committee in writing. The appeal will be considered by the Committee at its next regularly scheduled meeting. The grievant may present arguments in support of the appeal at this meeting.

The Committee will then recess into executive session to deliberate and to decide the matter at hand. The Committee shall notify the grievant of its decision and the reasons therefore, within seven (7) calendar days of the meeting.

2. In the event the grievant wishes to appeal the Grievance Committee's decision, he/she should notify the Committee in writing. The appeal shall be brought to the attention of the CFT/ACPSOP Executive Council at its next regularly scheduled meeting. The grievant may appear before the Executive Council and present arguments in support of the appeal. The Executive council shall notify the grievant of its decision, and the reasons therefore, within seven (7) calendar days of the meeting.
3. In the event the grievant wishes to appeal the decision of the Executive Council, he/she may present a resolution at the next regularly scheduled membership meeting. The decision of the CFT membership shall be final and binding on all parties.

A copy of these guidelines shall be made available to any bargaining unit member upon request, shall be included in the Building Rep Handbook, and shall be provided to any bargaining unit member who files a grievance.

These procedures are subject to the periodic review of the CFT Grievance Committee. Any suggested revisions should be forwarded to that body. Proposed revisions are subject to CFT membership approval.

*Approved by Grievance Committee: 8/9/79*

*Approved by Executive Council: 8/15/79*

# GRIEVANCE FORM

*(CFT and ACPSOP)*

\_\_\_\_\_  
**Name of Grievant**

\_\_\_\_\_  
**Position Title**

\_\_\_\_\_  
**School/Office**

\_\_\_\_\_  
**Name of Administrator**

**Building Representative** \_\_\_\_\_ **Field Representative** \_\_\_\_\_

**Briefly state the issue(s):**

**Cite section(s) of Collective Bargaining Agreement allegedly violated:**

**What remedy is sought?**

**Did grievant meet with the administrator about the issue(s)?** ( ) Yes ( ) No

**Was form submitted to the administrator for a Level 1 response** ( ) Yes ( ) No. **If yes, date**

\_\_\_\_\_  
**Date**

*Revised 9/00*

\_\_\_\_\_  
**Grievant's Signature**

**Administrator – Level 1 Response**

Cite and include rules, regulations, policy or other basis for the decision in your response. Attach additional pages as necessary. (Date – Conference Held – If applicable \_\_\_\_\_.)

\_\_\_\_\_ **Date**

\_\_\_\_\_ **Signature and Title of Administrator**

**NOTE:** Distribute copies to the following: 1) Grievant 2) CFT or ACPSOP Office 3) Department of Human Resources

**Appeal – Level 1**

CFT/ACPSOP appeals the above decision to Level

\_\_\_\_\_ **Date**  
**Representative**

\_\_\_\_\_ **Signature of CFT/ACPSOP**

**Administrator – Level 2 Response**

Cite and include rules, regulations, policy or other basis for the decision in your response.

\_\_\_\_\_ **Date**

\_\_\_\_\_ **Signature and Title of Administrator**

**Appeal – Level 2**

CFT/ACPSOP appeals the above decision to Level 3

\_\_\_\_\_ **Date**

\_\_\_\_\_ **Signature of CFT/ACPSOP Representative**

**ALTERNATE GRIEVANCE PANEL DECISION**

In the matter of

\_\_\_\_\_ ,

the following decision has been reached by the AGP: (check one)

- Grievance Denied*
- Grievance Sustained*
- Panel Tied 2-2*

\_\_\_\_\_

***Remedy (If grievance sustained)***

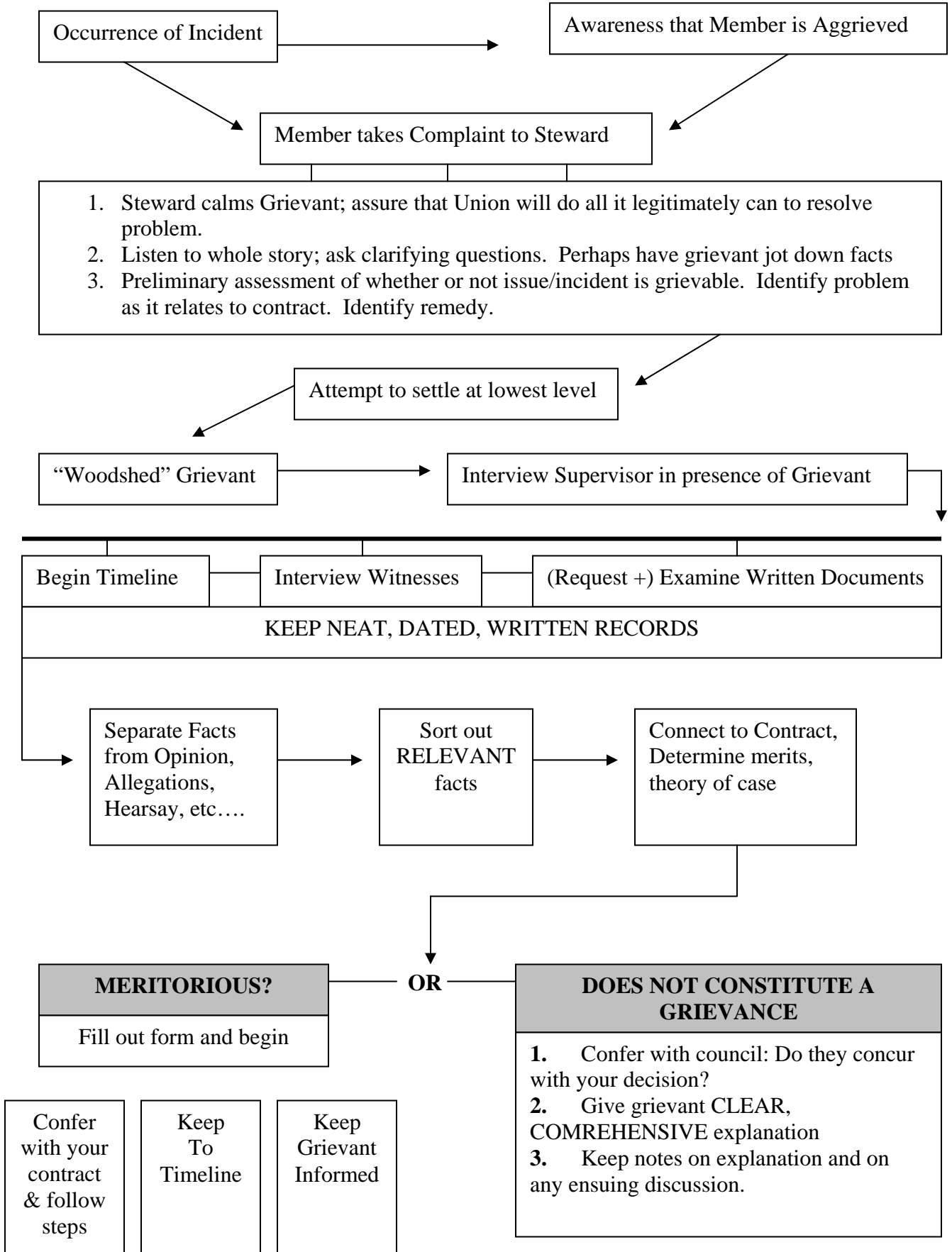
\_\_\_\_\_  
***Signature of Panel  
Members***

\_\_\_\_\_

\_\_\_\_\_  
***Date***

\_\_\_\_\_

# Grievance Flow Chart



***A.C.P.S.O.P***

# **A.C.P.S.O.P OFFICERS**

**2009-2010**

**BETTY HODSON – PRESIDENT**

**475-6048**

**NICOLE KEITH – 1<sup>ST</sup> VICE PRESIDENT**

**363-2901**

**KELLY SINGLETON – 2<sup>ND</sup> VICE PRESIDENT**

**961-2272**

**CHERYL WHITTAKER – SECRETARY**

**363-0445**

## **REP'S AND FLOOR REP'S**

**2009-2010**

**FANNIE CARRADINE – Area Coordinator – 363-6900**

**DEBORAH FLYNN – BR Group 1 – 363-0183**

**JANIS BARNETT – BR Group 2 – 363-0284**

**SUE KEES – BR Group 3 – 363-0189**

**LISA BRYANT – BR Group 4 - 363-0299**

**THERESA WILSON – BR Group 5 – 363-0390**

**SHELIA FLOYD –BR Iowa St. – 363-0803**

# ASSOCIATION OF CINCINNATI PUBLIC SCHOOL OFFICE PERSONNEL

## CONSTITUTION

### **ARTICLE I – Name**

SECTION 1 This organization shall be known as the Association of Cincinnati Public School Office personnel/Cincinnati Federation of Teachers (ACPSOP/CFT), American Federation of Teachers (AFT), Local 1520, AFL-CIO.

### **ARTICLE II – Purpose**

- SECTION 1 To unite in one group all of the public school office personnel of the Cincinnati Public School system.
- SECTION 2 To promote and protect the rights of all office personnel.
- SECTION 3 To strengthen the professional status of the Cincinnati Public Schools' office personnel.
- SECTION 4 To promote full and equal employment opportunities for all.
- SECTION 5 To promote better understanding between teachers and office personnel.
- SECTION 6 To elect political candidates who best represent education and labor.
- SECTION 7 To advance the economic securities and professional interests of office personnel, and to secure their active participation in the formation and administration of educational policies.

### **ARTICLE III – Membership**

- SECTION 1 All office employees of Cincinnati Public Schools. Supervisory and Administrative personnel are not eligible for membership.
- SECTION 2 Office personnel in public or private institutions outside the jurisdiction of this local may be admitted into membership until such time as a local is chartered in their jurisdiction.
- SECTION 3 No discrimination shall ever be shown toward individual members or applicants for membership because of race, creed, gender, social, age, political or economic status or national origin.
- SECTION 4 Any member may be expelled for an act detrimental to ACPSOP/CFT upon presentation of written charges signed by 25% of the total membership and approved by at least 75% of the Executive Council (EC). The member shall have the right to appeal the decision to the

membership at the following membership meeting and shall be reinstated with full rights if a majority of the members present vote to reinstate.

#### **ARTICLE IV – Affiliations**

- SECTION 1 Cincinnati Federation of Teachers (CFT) – All ACPSOP members are members of CFT and should be encouraged to attend all CFT meetings. *ACPSOP members may run for election to CFT office.*
- SECTION 2 ACPSOP shall maintain the following affiliations with CFT and, whenever possible, send delegates to the following organizations:
- a. CFT Executive Council (EC)** – The President and ACPSOP Area Coordinator shall be the ACPSOP delegates.
  - b. American Federation of Teachers (AFT)** – The President and at least three (3) delegates shall be elected, at least one (1) month before the national convention, at a regular CFT membership meeting and shall attend as members of the CFT delegation.
  - c. Ohio Federation of Teachers (OFT)** – the President and at least three (3) delegates shall be elected, at least one (1) month before the state convention, at a regular CFT membership meeting and shall attend as a member of the CFT delegation.
  - d. Cincinnati Labor Council (CLC)** – At least one (1) member shall be appointed by the CFT President to represent ACPSOP at CLC meetings.
  - e. OFT Executive Council** – The President or designee shall attend meetings as a member of the CFT delegation.
  - f. Ohio AFL-CIO** – The President or designee shall attend meeting as part of the CFT delegation.
- SECTION 3 A delegate shall be chosen to make a written report to the EC on meetings attended.
- SECTION 4 ACPSOP, to the best of its ability, shall be active in the affairs of affiliated organizations.
- SECTION 5 Delegates to affiliated organizations shall meet the same requirements as officers of this local.

## **ARTICLE V – Officers**

- SECTION 1 The following officers shall be elected every two years by the union membership: A. President; B. First Vice President; C. Second Vice President; D. Secretary.
- SECTION 2 Membership in good standing for at least one (1) year is required to hold office.
- SECTION 3 Officers shall be elected by secret referendum ballot preceding the regular May membership meeting. A plurality of all votes cast shall be required for election.
- SECTION 4 Officers shall be installed in June either at the regular membership meeting or at a special meeting held for this purpose.
- SECTION 5 Vacancies in any office shall be filled by the EC until a special election can be held within the next sixty days except when the balance of the term is one year or less in which case the replacement shall serve the balance of the term
- SECTION 6 Any officer who fails to perform the duties of the office or follow the Constitution can be removed from office by 2/3 recommendation of the EC and a 2/3 referendum vote of the membership.

## **ARTICLE VI – Duties of the Officers**

- SECTION 1 The President shall preside at all ACPSOP meetings, shall be ex-officio member of all committees, shall sign all necessary papers and documents, and represent the local when and where necessary. The President shall make a report to the membership at least once each year summarizing ACPSOP accomplishments and outlining plans for the next year. The President shall appoint committee heads. The duly elected ACPSOP President may choose to be the ACPSOP Field Representative. If the ACPSOP President chooses not to fill the ACPSOP Field Representative position, the position will be filled by the normal CFT/ACPSOP interview process. (Duties for the position of ACPSOP Field Representative are on file in the CFT/ACPSOP office).
- SECTION 2 The First Vice President shall chair the EC, coordinate committees, and act for the President in the absence of that officer.
- SECTION 3 The Second Vice President shall perform the duties of the President in the absence of the President and First Vice President. The Second Vice President shall serve as Membership Chairperson.
- SECTION 4 The Secretary shall keep an accurate account of all proceedings, and notify members of proceedings when instructed by the President.

## **ARTICLE VII – Committees**

- SECTION 1     The following committees shall be active in this Union:
- a. Collective Bargaining
  - b. Grievance
  - c. Membership (Second Vice President shall Chair)
  - d. Joint Fringe Benefits Committee
- SECTION 2     The following special committee shall be appointed:
- a. Nominations Committee
- SECTION 3     The heads of each of the standing and special committees shall be appointed by the President with the consent of a majority present at a general membership meeting.
- SECTION 4     Members of each committee shall be appointed by the head of each committee with the consent of the EC.  
*See Article VIII, Section 1.*

## **ARTICLE VIII – Duties of Committees**

- SECTION 1     The Collective Bargaining Committee shall prepare and substantiate proposals. It shall present the proposals and then shall negotiate these proposals with the Superintendent and the Board of Education. This committee should consist of at least two representatives from Central Offices (Educational Center and Iowa Street), one representative from Senior High Schools, one member from Junior High or Middle Schools, and one representative from the Elementary Schools.) The CFT President shall be an ex-officio member of this committee.
- SECTION 2     The Grievance Committee shall monitor the processing of member complaints and grievances. It shall make the initial determination, subject to appeal, in regard to grievance appeals to arbitration. It shall recommend to the membership policy on grievance-related issues.
- SECTION 3     The Membership Committee shall coordinate all activities directed toward the increase in membership.
- SECTION 4     The Nominations Committee shall report nominations at the April membership meeting. They shall have the responsibility for conducting the election and reporting to the membership the results at the May meeting. The Nominations Committee Chairperson shall be excluded from running for any office, in order to perform the aforementioned duties.

## **ARTICLE IX – The Executive Council (EC)**

- SECTION 1 The ACPSOP Executive Council shall consist of all elected officers, area coordinator, area representatives, clerical specialist and chairpersons of all standing committees and special committees.
- SECTION 2 The EC shall administer ACPSOP/CFT policy as set by the membership at regular membership meetings. It shall have the power to act for the good of SCPSOP in situations where policy cannot be set by the membership.
- SECTION 3 The First Vice President shall chair the EC meetings.
- SECTION 4 The time and place of EC meetings shall be set by the EC and announced to the members no later than October of each year. Any member may attend as a spectator except during sessions declared sensitive by EC majority vote or matters considered personal by a member appearing before the EC. Spectators cannot enter into any discussions or have a voice in voting.
- SECTION 5 The EC shall report its activities at each membership meeting through the First Vice President.
- SECTION 6 Heads of active committees should submit periodic reports to the EC. The EC may act upon them as deemed best through EC majority vote.

## **ARTICLE X – Meetings**

- SECTION 1 There shall be at least three meetings per year as may be determined by the EC. The EC shall fix the time and place and announce the schedule to the membership not later than October.
- SECTION 2 A quorum shall consist of five (5) percent of the total paid membership.
- SECTION 3 Special meetings of the membership may be called by the EC if members are notified 24 hours prior to the meeting. Special meetings may also be called by petition of five (5) percent of the membership.

## **ARTICLE XI – Rules of Order**

- SECTION 1 The President may appoint a parliamentarian and sergeant-at-arms.
- SECTION 2 Robert’s Rules of Order, newly revised, shall govern in all cases not covered by this Constitution or the By-Laws of this local.

## **ARTICLE XII – Dues**

SECTION 1 Regular dues shall be 1% or the lowest salary step of the Junior classification, plus per capita payments of affiliated organizations.

## **ARTICLE XIII – Amendments**

SECTION 1 This constitution may be amended as follows: The proposed amendment shall be submitted at any regular membership meeting and read or distributed to the assembled members. A  $\frac{3}{4}$  vote at the following meeting shall be sufficient to adopt the amendment.

## **ARTICLE XIV – Availability of Constitution**

SECTION 1 Three (3) copies of the Constitution and all future amendments shall be submitted to the CFT office.

SECTION 2 Copies shall be made available to other affiliated organizations upon request.

SECTION 3 Copies shall be available for ACPSOP/CFT members upon request to the Secretary.

*Adopted March 16, 1989*  
*Amended October 16, 1997*

***I.L.T***

# ILT

## Instructional Leadership Team

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**Role:** ILT shall be established so that the principal and other members may share leadership and make decisions.  
Section 150 page 13 CFT Collective Bargaining Agreement

**Authority:** The Principal and all teachers shall implement decisions of the ILT when it acts within the scope of its authority and in compliance with applicable laws, regulations, the current Collective Bargaining Agreement, Board Policies and decisions on district-wide educational initiatives acted upon by the EIP or through a process approved by the EIP co-chairs or their designees.

**Make-up:**

### *Who serves on the ILT?*

The ILT must include:

- The principal and up to two assistant principals,
- Two parent representatives from the LSDMC,
- Two representatives elected by the non-teaching staff,
- CFT Building Representative,
- Any lead teacher serving as a program facilitator at the school or in other school-wide lead teacher positions,
- One elected representative for each 5 FTE Specialist Teachers in each school using the formula below:
  - - 1 – 5 FTEs = 1 ILT elected representative
    - 6–10 FTEs = 2 ILT elected representatives
    - 11-15 FTEs – 3 ILT elected representatives
  - For this purpose, ESP shall include Speech Language Pathologists (SLPs), Psychologists, School Social Workers and Counselors.
- The lead teacher for special education or, if no lead teacher has been selected, an elected representative of special education teachers( provided at least 5% of the students at the school haven an active IEP),
- Each team, department (of four or more), or level shall be represented by its lead teacher, or, if no lead teacher has been selected, by its elected team leader or elected representative,
- However, at high schools, the math, science, communication arts and social studies departments shall have a representative on the ILT. The ILT shall combine other departments that have less than 4 members each for the purpose of representation,
- At team based schools, additional teachers shall be elected at large to bring teacher membership to 60% on the ILT. At non-team-based schools, teachers

shall be elected by team, level and/or department, as needed to bring teacher membership to 60% on the ILT.

**Faculty Votes:** ILT must submit important decisions to the faculty for a vote; 2/3 of the faculty must vote to: approve its school wide Title I plan, its application to become a team based school or a Professional Practice School. A 2/3 vote is needed to adopt a program focus, unless it's a New American Schools design, which requires 80% approval. High School faculties must vote by 2/3 to adopt a class schedule different from the contract options.

A simple majority vote is needed to approve distribution of instructional supply funds, extra-curricular offerings, lesson plan format, and approval of the school's budget for submission to the LSDMC.

Teachers representatives to LSDMC are elected by the faculty as a whole; so are faculty liaisons to parent organizations. §150 pg. 15.

**ILT Chair, Minutes & Agenda**

The chair of the ILT is selected by the ILT. The chair may or may not be the principal or the BR. However, the principal and a teacher co-chair (selected by the teacher members of the ILT) are jointly responsible for the preparation and distribution to all teachers within three days. §150 pg. 15.

**Parallel Structures:** Schools with ILT's shall not have a TBC or BLT. §150 pg. 16.

**Training:** Staff training is the responsibility of the ILT. However, the training plan must be approved by a 2/3 faculty vote. §150 pg. 15 line 16, §250 pg. 48, §700 pg.76.

**Decision Making:** Before the ILT can make a decision they must have a quorum which shall be 51% of the members and shall include the principal. §150 pg.15. The ILT will decide how it makes its decisions and whether they need a faculty approval on areas not specified in the contract. §150 pg.15. However, the CFT membership approved a resolution to ask for faculty approval on all staffing decisions.

**Subcommittees:** The ILT may appoint subcommittees to assist in carrying out its responsibilities. §150 pg. 15.

**ILT decisions on school offices:** School office personnel shall be consulted when the ILT makes decisions regarding office equipment, supply budgets, or clerical staffing. ACPSOP contract pg. 8.

# *Fringe Benefits*

# Health Care Contributions for 2009

**CPS**

5/7/2007

Example of Monthly Contributions by various salaries

Proposal Used: 20070503 Union Counteroffer (amended 05/07/07)

Date of Change: Effective 7/1/2007 over 3 year agreement

Annual Pay	HMO			POS		
	Ee	E+1	F	Ee	E+1	F
	0.797%	1.594%	2.232%	0.788%	1.575%	2.206%
\$ 10,000	\$ 6.64	\$ 13.28	\$ 18.60	\$ 13.00	\$ 23.00	\$ 34.00
\$ 15,000	\$ 9.96	\$ 19.93	\$ 27.90	\$ 13.00	\$ 23.00	\$ 34.00
\$ 20,000	\$ 13.28	\$ 26.57	\$ 37.20	\$ 13.13	\$ 26.25	\$ 36.77
\$ 25,000	\$ 16.60	\$ 33.21	\$ 46.50	\$ 16.42	\$ 32.81	\$ 45.96
\$ 30,000	\$ 19.93	\$ 39.85	\$ 55.80	\$ 19.70	\$ 39.38	\$ 55.15
<b>0-\$30k</b>	<b>\$ 2.00</b>	<b>\$ 4.00</b>	<b>\$ 9.00</b>	<b>\$ 13.00</b>	<b>\$ 23.00</b>	<b>\$ 34.00</b>
\$ 35,000	\$ 23.25	\$ 46.49	\$ 65.10	\$ 25.00	\$ 45.94	\$ 64.34
\$ 40,000	\$ 26.57	\$ 53.13	\$ 74.40	\$ 26.27	\$ 52.50	\$ 73.53
\$ 45,000	\$ 29.89	\$ 59.78	\$ 83.70	\$ 29.55	\$ 59.06	\$ 82.73
\$ 50,000	\$ 33.21	\$ 66.42	\$ 93.00	\$ 32.83	\$ 65.63	\$ 91.92
\$ 55,000	\$ 36.53	\$ 73.06	\$ 102.30	\$ 36.12	\$ 72.19	\$ 101.11
\$ 60,000	\$ 39.85	\$ 79.70	\$ 111.60	\$ 39.40	\$ 78.75	\$ 110.30
<b>\$30k - \$60k</b>	<b>\$ 4.00</b>	<b>\$ 9.00</b>	<b>\$ 18.00</b>	<b>\$ 26.00</b>	<b>\$ 39.00</b>	<b>\$ 49.00</b>
\$ 65,000	\$ 43.17	\$ 86.34	\$ 120.90	\$ 42.68	\$ 85.31	\$ 119.49
\$ 70,000	\$ 46.49	\$ 92.98	\$ 130.20	\$ 45.97	\$ 91.88	\$ 128.68
\$ 75,000	\$ 49.81	\$ 99.63	\$ 139.50	\$ 49.25	\$ 98.44	\$ 137.88
\$ 80,000	\$ 53.13	\$ 106.27	\$ 148.80	\$ 52.53	\$ 105.00	\$ 147.07
\$ 85,000	\$ 56.45	\$ 112.91	\$ 158.10	\$ 55.82	\$ 111.56	\$ 156.26
\$ 90,000	\$ 59.78	\$ 119.55	\$ 167.40	\$ 59.10	\$ 118.13	\$ 165.45
<b>\$60k - \$90k</b>	<b>\$ 7.00</b>	<b>\$ 13.00</b>	<b>\$ 26.00</b>	<b>\$ 34.00</b>	<b>\$ 46.00</b>	<b>\$ 60.00</b>
\$ 95,000	\$ 63.10	\$ 126.19	\$ 176.70	\$ 62.38	\$ 124.69	\$ 174.64
\$ 100,000	\$ 66.42	\$ 132.83	\$ 186.00	\$ 65.67	\$ 131.25	\$ 183.83
\$ 105,000	\$ 69.74	\$ 139.48	\$ 195.30	\$ 68.95	\$ 137.81	\$ 193.03
\$ 110,000	\$ 73.06	\$ 146.12	\$ 204.60	\$ 72.23	\$ 144.38	\$ 202.22
\$ 115,000	\$ 76.38	\$ 152.76	\$ 213.90	\$ 75.52	\$ 150.94	\$ 211.41
\$ 120,000	\$ 79.70	\$ 159.40	\$ 223.20	\$ 78.80	\$ 157.50	\$ 220.60
\$ 125,000	\$ 83.02	\$ 166.04	\$ 232.50	\$ 82.08	\$ 164.06	\$ 229.79
\$ 130,000	\$ 86.34	\$ 172.68	\$ 241.80	\$ 85.37	\$ 170.63	\$ 238.98
\$ 135,000	\$ 89.66	\$ 179.33	\$ 251.10	\$ 88.65	\$ 177.19	\$ 248.18
\$ 140,000	\$ 92.98	\$ 185.97	\$ 260.40	\$ 91.93	\$ 183.75	\$ 257.37
<b>\$90k - +</b>	<b>\$ 12.00</b>	<b>\$ 23.00</b>	<b>\$ 46.00</b>	<b>\$ 45.00</b>	<b>\$ 57.00</b>	<b>\$ 71.00</b>

Items in highlighted cells represent the current in-force contributions by wage tier.

These amounts are estimated based on the targets of health care, census, salaries, etc., and can change as variables change during bargaining.

# Health Care for 2008-2009

## THE FOLLOWING IS A SUMMARY OF HEALTH CARE CHANGES FOR MEMBER CLARIFICATION ONLY. THE LANGUAGE WILL NOT BE PUT IN THE CBA.

The attached chart summarizes the Prescription & Office Visit Co-Pays within both Co-Choice and New Health plans, as well as the *new* Deductible, Out-of-Pocket Limits, Opt Out Provisions, and Benefit Bank amounts and conditions. There are no changes to the Dental and Concern plan designs.

### Other Major Changes to the Health Care Plans:

- A \$50 Disease Management Incentive: Members who are newly identified by Humana for its Disease Management program will be provided with an additional reimbursement bank incentive of \$50 if they are enrolled in the Humana Disease Management Program
- Diabetic supplies will be paid by the plan if a member is enrolled in the Diabetes Disease Management Program.
- Office call co-pays (both specialist and primary care physician) will change on July 1, 2007 and January 2009.
- Bariatric surgery coverage will discontinue in calendar year 2009.
- Emergency room visit co-pays will be the same at both in- and out-of-network hospitals. They will go to \$75 on July 1, 2007 and \$100 in 2009.
- There will be increases in some co-pays in both programs:
  - Vision/Hearing will be \$20 in 2007 and 2008, and \$25 in 2009
  - Allergy testing and injections will have a 10% co-pay
  - Chiropractic visits will be \$20 in 2007 and 2008, and \$25 in 2009
  - Urgent Care will be \$35
  - PT/OT/ST will be \$20 in 2007 and 2008, and \$25 in 2009
- In CoChoice, the following are now subject to deductibles *in addition to* their previous co-pays: Reconstruction surgery; Infertility; Pregnancy; Birthing Center; DME; Second Surgical Opinion.
- Deductibles will also apply to other services (including hospitalizations, surgery, etc) at the amounts reflected in the attached chart.
- Out-of-Network Deductibles and co-pays have previously been in effect, and most are not changed under this new plan.
- The CoChoice family plan deductible for Out-of-Network increases to \$650 (from \$600) in 2009. The single plan deductible for Out-of-Network also increases to \$350 on 1/1/09.
- In 2008 and 2009 the Co-pays by Mail will increase to 2.5X retail.
- On 7/1/07 the prescription program will be administered on Humana's standard formulary, Rx3, which includes quantity limits, prior authorization, and other cost-management controls.
- CPS will sponsor a wellness program through Humana consisting of a *confidential* Health Risk Assessment (HRA), Risk Coaching, and Education. The HRA is required to be completed by CPS employees for the employees to access their Benefit Bank funds.
- This listing is a summary of high level changes in the health care plans. It is not intended to be a comprehensive summary of all changes.

**Medical, Prescription, Employees Assistance Program and Dental Coverage  
Employee Contributions**

<b>Rx Co-Pay</b>	<b>2007</b>		<b>2008</b>		<b>2009</b>	
	<b>Co Choice</b>	<b>New Health</b>	<b>Co Choice</b>	<b>New Health</b>	<b>Co Choice</b>	<b>New Health</b>
<b>Generic</b>	10	10	10	10	10	10
<b>Name Brand</b>	30	20	30	20	30	25
<b>Non Formulary</b>	50	40	50	40	55	45

<b>Office Visit Co-Pay</b>	<b>July 1,2007</b>		<b>2008</b>		<b>2009</b>	
	<b>Co Choice</b>	<b>New Health</b>	<b>Co Choice</b>	<b>New Health</b>	<b>Co Choice</b>	<b>New Health</b>
<b>Primary*</b>	20	20	20	20	25	25
<b>Specialist</b>	40	40	40	40	45	45

\* Includes OB/GYN effective July 1, 2007

\* Endocrinologist effective January 1, 2008

<b>Deductibles</b>	<b>July 1,2007</b>		<b>2008</b>		<b>2009</b>	
	<b>Co Choice</b>	<b>New Health</b>	<b>Co Choice</b>	<b>New Health</b>	<b>Co Choice</b>	<b>New Health</b>
<b>Single</b>	0	N/A	\$100	N/A	\$150	N/A
<b>Single + One</b>	0	N/A	\$200	N/A	\$250	N/A
<b>Family</b>	0	N/A	\$200	N/A	\$250	N/A

<b>Out of Pocket Limits</b>	<b>July 1,2007</b>		<b>2008</b>		<b>2009</b>	
	<b>Co Choice</b>	<b>New Health</b>	<b>Co Choice</b>	<b>New Health</b>	<b>Co Choice</b>	<b>New Health</b>
<b>Single</b>	\$1000	\$1000	\$1200	\$1000	\$1200	\$1500
<b>Single + One</b>	\$2000	\$2000	\$2200	\$2000	\$2200	\$3000
<b>Family</b>	\$2000	\$2000	\$2200	\$2000	\$2200	\$3000

<b>Co-Insurance</b>	<b>July 1,2007</b>		<b>2008</b>		<b>2009</b>	
	<b>Co Choice</b>		<b>Co Choice</b>		<b>Co Choice</b>	
	<b>In Network</b>	<b>Out of Network</b>	<b>In Network</b>	<b>Out of Network</b>	<b>In Network</b>	<b>Out of Network</b>
<b>Co-Insurance (after deductible)</b>	0%	25%	0%	35%	0%	35%
<b>Out of Pocket Limits</b>	Out of Network N/A for New Health participants					

<b>Opt Out Provision</b>	<b>July 1,2007</b>		<b>2008</b>		<b>2009</b>	
	<b>Co Choice</b>	<b>New Health</b>	<b>Co Choice</b>	<b>New Health</b>	<b>Co Choice</b>	<b>New Health</b>
<b>Single + One</b>	\$50	\$50	\$50	\$50	\$50	\$50
<b>Family</b>	\$100	\$100	\$100	\$100	\$100	\$100

<b>Benefit Bank</b>	<b>July 1,2007</b>		<b>2008</b>		<b>2009</b>	
<b>Single</b>	\$350		\$350*		\$350*	
<b>Family</b>	\$425		\$425*		\$425*	

\* Dollars available remain the same; however, reimbursement monies are available only if a person has completed a confidential health assessment

\*Members newly identified by Humana for Disease Management program will be provided with an additional reimbursement bank incentive of \$50 if enrolled in a Humana disease management program

THIS IS A SUMMARY OF.....

## THE NEW CPS VISION PLAN

The New CPS Vision Plan will actually combine valuable features of the Humana Medical Plan and a discounted eyeglass provider network.

### Here's how it works:

- Step 1. The covered employee/dependent will visit any eye care professional (MD) in their Humana network (New Health or Co-Choice). By using a network doctor, the employee's cost is limited to a \$15 co-payment
- Step 2. After obtaining a prescription for eyeglasses, the employee/dependent will visit any of the Vision Plan network providers. This will allow the employee/dependent to purchase eyeglasses/contacts, etc. at discount prices.

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### Some examples of network prices:

#### Lenses: plastic

- Single Vision	\$29	- Progressive Bifocals	\$99
- Bifocals	\$55	- Rose tint #1 and #2	+\$10
-Trifocals	\$64	- High Index Lenses	+\$35
		- Scratch resistant etg.	+\$15

#### Lenses: Contacts

-Two week disposable lenses – box of 6	- \$20/box
-Planned replacement lenses (1-2 months) – box of 6	- \$35/box
-Daily Wear Soft Lenses (price per pair)	- \$49/pair
-Daily Wear Toric Soft lenses (price per pair)	- 140/pair
-Specialty Soft Lenses	- 25% off retail
-Custom Manufactured rigid gas perm lenses	- 25% off retail

#### Frames:

-In-stock frames up to \$70 retail	- \$35
-In-stock frames from \$70 to \$85 retail	- \$42
-All Frames over \$85 to \$150 retail	- 40% off retail
-All Frames over \$150 retail	- 30% off retail

---

### VISION PLAN NETWORK:

The network consists of many independent and chain-type eye care centers. Among the many providers are Sutton Optical, Thoma Eye Care Centers, Pearle Vision (some) and others. Full details will be made available during enrollment process.

# *Member Benefits*

## *Special Benefits*

- **Group Auto Insurance Rates**

An OFT program offered through Great American Insurance Company. See the current CFT Services and Discounts Flyer for details.

- **Professional Liability**

Still the best bet for teachers. Coverage remains comprehensive despite various insurance crises. \$1 million coverage for plaintiff, per incident. Covers awards against you and legal representation. Covers corporal punishment, accidents, and “malpractice” for teachers and non-classroom professionals. \$5000 accidental death benefit included.

Don't rely on the School Board's carrier and attorneys to represent your interests. Homeowner “riders” are much more limited and often are full of loopholes.

- **Life & Disability Insurance**

Several group plans are offered through both OFT and AFT. Call Union Labor Life (OFT) at 1-800-821-1722.

- **Travel Discounts**

AFT's Travel Program offers low charter rates year-round on cruises and travel packages to the Caribbean, Europe, Middle East, Latin America, The Orient, Africa, and various U.S. Cities. Call 1-800-238-1122.

- **Fitness**

YMCA of Greater Cincinnati offers a 15% discount off new membership fees and nautilus fees at any of 19 YMCA branch locations

- **CFT Corporate Discounts**

- **Consumer Discounts**

Special discounts on cars, tires, books, and a wide variety of goods and services from local merchants. See the Services and Discounts Flyer which is updated every year.

- **IN ADDITION**

1. Free CFT Directory
2. Legal Services

# *If You Need a Lawyer, CFT Has You Covered!!*

*Call CFT – 961-2272*

## **1. Civil Suits**

AFT's Professional Liability insurance covers legal fees to defend you against liability or denial of civil rights suits, including personal injury, "failure to teach", or other "malpractice" suits. Judgment against you or settlement is also covered up to \$1 million.

## **2. Criminal Charges**

AFT's Professional Liability insurance also provides legal defense against certain criminal charges that arise from line-of-duty actions. In other cases, CFT will represent you, including legal defense, against criminal charges that arose from a justifiable line-of-duty action, as determined by CFT's Grievance Committee.

NOTE: Members faced with non-job related charges should consult with CFT because some charges or convictions may impact on your employment with CPS. Although CFT does not pay for legal defense in such cases, we can refer you to criminal law specialists, if necessary. In such cases, communication between CFT attorneys, who are experienced in personnel/disciplinary cases, and your criminal lawyer, may be vital to your defense.

## **3. Dismissal, Suspension, Reprimand, or Other Personnel/Disciplinary Action**

CFT attorneys will provide all necessary legal defense at union expense.

Membership Adopted Policies Include:

- CFT Grievance Committee must approve all cases based on their merits before they proceed to arbitration. Members can appeal the Grievance Committee's decision to the Executive Council and membership meeting.
- CFT's attorneys will present dismissal cases (approved by the Grievance Committee) in arbitration or court hearings. Other grievances may be presented by CFT staff or by attorneys.
- Any CFT member has the right to confer with a CFT attorney at Union expense if he/she received a written reprimand, is faced with a conference regarding suspension, or has been on appraisal and has received negative observation reports. The member must be referred by the CFT President.

# *Class Size*

## Class Size Limits are Enforceable

**What are the limits?**

### *General Education Classes*

The following class size limits are in place for Cincinnati Public School's general education classrooms.

#### **Grades K-3---See Tentative agreement for new Primary Class Size Information**

K-3 Academic 18      19/25 with IA (1<sup>st</sup> semester)      26 New Teacher Added (1<sup>st</sup> semester)  
 K-3 Academic      19/28 with IA (2<sup>nd</sup> semester, 26/28 overload pay)      29 New Teacher  
 K-3 Specialists 28

#### **Grades 4-8**

Academic      28      29/30 with overload pay,      31/32 with IA,      33 - New Teacher must be hired  
 Specialist      34      No students over limit may be assigned

#### **Grades 9-12**

Academic      30      31/32 with overload pay      33/34 with IA.

In grades 7-12 **no more than 150 students per day** shall be assigned to any academic teacher.

**Specialists** who teach 5 periods shall be assigned no more than 180 secondary students per day. **Specialists** who teach 6 classes shall be assigned no more than 200.

No more than 6 special education students shall be assigned to any general education class for mainstreaming/inclusion unless staff is provided to assist general education teacher during that instructional period.

#### **Special Education**

The number of students served in or assigned to a special education classroom period/teacher of preschool disability class/teacher shall not exceed the limits set by the Ohio Department of Education. See reverse side for chart.

Disability Category Assigned	Maximum Number to be Served by School Level		Maximum Number to be Served During Instructional Period		Age Range per Instructional Period Shall Not Exceed
	Elementary Middle, JH	High School	Elementary Middle, JH	High School	
Cognitive Disabilities	16	24	12	16	60 months
Specific Learning Disabilities	16	24	12	12	60 months
HI, VI, OI, OHI	10	10	8	8	48 months
ED*	12	12	10	10	48 months

<b>MD**</b>	<b>8</b>	<b>8</b>	<b>(8)</b>	<b>(8)</b>	<b>60 months</b>
<b>AU/DB/TBI**</b>	<b>6</b>	<b>6</b>	<b>6</b>	<b>6</b>	<b>60 months</b>
<b>Multiple Categories</b>	<b>16</b>	<b>24</b>	<b>***</b>	<b>***</b>	<b>Not specified</b>

\* Requires plan for classroom management and crisis intervention support. In the absence of a plan, at least one full-time paraprofessional is required in each special class.

\*\* At least one full-time paraprofessional is required in each special class.

\*\*\*See weighted instructional formula

Maximums for cross-categorical classrooms/teachers shall be determined in the following way. Each student shall be weighted according to his or her M.1 disability, based on the table below. The total instructional limit for a cross-categorical classroom/teacher may not exceed 100.

### Cross Categorical Classrooms

Weight per Student	Instructional
<b>MD</b> (K-12)	12.5
<b>HI</b> (K-12)	12.5
<b>VI</b> (K-12)	12.5
<b>OI/OHI</b> (K-12)	12.5
<b>ED</b> (K-12)	10.0
<b>CD</b> (K-8)	8.33
<b>CD</b> (9-12)	6.33
<b>SLD</b> (K-8)	8.33
<b>SLD</b> (9-12)	8.33

One instructional assistant is to be assigned to the instructional classroom of the intervention specialist, where there is a combination of one or more Emotionally Disturbed students with one or more Orthopedic, Other Health Impaired or Multiple Disabled students any one of whom is designated as medically fragile.

#### What to do if your class is over limit . . .

1. Talk to you BR and principal to see if the overload situation can be fixed by changing schedules.
2. If you school cannot resolve the overload, and can demonstrate a need for additional staff to comply with class size limits; the BR and principal should submit a joint request to the Teacher Allocation Committee. Such request must be sent to Human Resources in care of Teacher Allocation Committee. The Teacher Allocation Committee may provide a grant or a loan to your School. However, the Teacher allocation Committee will NOT consider providing additional resources if allocated teachers are not being utilized properly.
4. If your school cannot solve the problem, file a grievance.

## **Guidelines for completing Teacher Overload Claim forms**

Overload claim forms are distributed via the Superintendent in May, to principals. Principals are instructed to duplicate and distribute the materials immediately to regular, *load-bearing* teachers in grades 4-12 and to Intervention Specialists who believe they are eligible for compensation.

- 1. As directed by the Collective Bargaining Agreement:**
  - a) Primary teachers (K-3) are not eligible for compensation.**
  - b) Choir and band classes are not eligible for compensation.**
- 2. Regular teachers who have students on IEPs may count those students as regular students if the regular teacher assigns their grades.**
- 3. If overload assistance was provided (another teacher, aide, etc.), the teacher is not eligible for overload pay for the quarter(s) in which that help was provided.**
- 4. Intervention Specialists are used to the enclosed teacher overload claim form and teacher overload guidelines. The maximum number of classes/subjects in a day is five.**

Teachers must submit claims to the CFT Building Representative and the principal for verification as soon as possible. The overload claims must be verified and signed by both the CFT Building Representative and the principal to qualify for processing.

Principals will be given a deadline date to send all approved claims to the Superintendent's Office. Late claims will be accepted and processed only if the teacher was absent during the application period.

Teachers will receive a separate check in June after all claims have been processed and approved for payment at a Regular Board of Education meeting in June.

Make additional copies of the Claim Form and instructions as needed.

# SCHOOL YEAR 2008-2009

## OVERLOAD CLAIM INSTRUCTIONS FOR TEACHERS (for classes in Grades 4-12 only)

### 1 Qualifying for Overload

- **REGULAR EDUCATION TEACHERS** of grades 4-12 may qualify for overload compensation if:
  - a) a **grades 4-8 academic** class was assigned **29 or more** students for half a quarter or more, or a **non-academic** class was assigned **35 or more** students for half a quarter or more;
  - b) a **grades 9-12 academic** class was assigned **31 or more** students for half a quarter or more, or a **non-academic** class was assigned **35 or more** students for half a quarter or more
  - c) **and, no instructor assistant** was assigned or in place by mid-quarter(s).

### 2 Filling out the Overload Claim

- **PRINT** your full *professional name* (name used for payroll purposes), *social security number*, *grade you teach*, and the name of your *school*.

<i>Name (Please Print)</i> Donald D. Duck	<i>Social Security Number</i> XOX-XX-OOXX	<i>Grade</i> 5	<i>School</i> ABC Academy
--	--	-------------------	------------------------------

- **INDICATE** the *class period* and *subject* where you have an overload, showing the number of students assigned for at least half the quarter(s). If your classes are **self-contained** (generally in grades 4-6), write **S/C** for the subject. Show all **quarters** where the overload occurred. Do not write in the **Approval** (shaded) columns.

#### EXAMPLE A

At the beginning of the school year, Ms. Jackson, an art teacher, was assigned 37 (3+) students in one of her classes and 39 (+5) in another. This overload existed until December 21, when an Instructor Assistant was placed. She will fill out her claim as follows:

Class Period	Subject	Number of Students				Days Per Wk	Total Overload	APPROVAL	
		Q1	Q2	Q3	Q4			Approved Overload	Amount Due
2	Art	37	37			2 ½	6		
3	Art	39	39			2 ½	10		

#### EXAMPLE B

Mr. James teaches 5<sup>th</sup> grade math. All year long 32 students have been assigned in Period 4, and 33 students in Period 7, with 34 in the first quarter. Mr. James' claim will be filed as follows:

Class Period	Subject	Number of Students				Days Per Wk	Total Overload	APPROVAL	
		Q1	Q2	Q3	Q4			Approved Overload	Amount Due
4	Math	32	32	32	32	5	16		
7	Math	34	33	33	33	5	21		

### EXAMPLE C

Mrs. Reider teaches a **self-contained** fourth grade class that has 32 students. She and another teacher were assigned an instructor assistant to share, but the IA did not report until March 1. Mrs. Reider should receive payment for each of the students over the class size limit, for each class period, up to 5 periods per day. Her claim will be filed as follows:

Class Period	Subject	Number of Students				Days Per Wk	Total Overload	APPROVAL	
		Q1	Q2	Q3	Q4			Approved Overload	Amount Due
1	S/C	32	32	32	--	5	12		
2	"	32	32	32	--	5	12		
3	"	32	32	32	--	5	12		
4	"	32	32	32	--	5	12		
5	"	32	32	32	--	5	12		

### EXAMPLE D

In the second semester, a physical education teacher has 37 students in one class, 39 in another, and 35 in another. However, these classes meet only Tuesday and Thursday. This claim will be filed as follows:

Class Period	Subject	Number of Students				Days Per Wk	Total Overload	APPROVAL	
		Q1	Q2	Q3	Q4			Approved Overload	Amount Due
3	Phys.Ed.			37	37	2	6		
6	Phys. Ed.			39	39	2	10		
8	Phys.Ed.			35	35	2	2		

- **SUBMIT** your Overload Claim as soon as possible to your CFT Building Rep and Principal to complete the “Verification” at the bottom of the form. The principal will forward requests for pay of all approved claims to the Education Center for processing by **Friday, May 12**. **Forms received late or improperly completed will be returned to the teacher.**

### VERIFICATION

	Yes	No
The above teacher had an overload that existed at least <b>27</b> days of Quarter <b>1</b>	<input type="checkbox"/>	<input type="checkbox"/>
The above teacher had an overload that existed at least <b>21</b> days of Quarter <b>2</b>	<input type="checkbox"/>	<input type="checkbox"/>
The above teacher had an overload that existed at least <b>23</b> days of Quarter <b>3</b>	<input type="checkbox"/>	<input type="checkbox"/>
The above teacher had an overload that existed at least <b>22</b> days of Quarter <b>4</b>	<input type="checkbox"/>	<input type="checkbox"/>

\_\_\_\_\_  
Principal's Signature

\_\_\_\_\_  
CFT Building Rep's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Overload Claim Instructions - cont'd.

### 3 REGULAR TEACHERS

**Regular Teachers** who have students on IEPs can count those students as regular students for those class periods the students are included **if the regular teacher assigns the grade** (*assuming an IA was not assisting*).

### 4 INTERVENTION SPECIALISTS

**Intervention Specialists** may qualify for overload compensation if they were assigned one or more students over the contract limit for half a quarter or more. **Intervention Specialists should write their program (CD, DH, etc.) and the subject area**, and otherwise complete the Overload Claim Form according to the directions for regular teachers. When calculating overload pay **for cross categorical classes**, use the instructional weights on page 60 of the CFT Collective Bargaining Agreement. Use the enclosed class list worksheet for each instructional period and submit these worksheets with your overload pay form.

### 5 DETERMINING COMPENSATION

**The Amount Due** is calculated at **\$33.75** for each approved overload student of each class for **each quarter** that the overload occurred up to a maximum of 5 periods per day for students in self-contained classes. When the overload is less than 5 days per week, the payment is prorated at *\$6.75 per day* for each approved overload per class period for each quarter, etc.

### 6 PRORATED PAYMENTS

If valid claims should exceed the total budgeted amount of \$115,560, it will be necessary to prorate overload payments accordingly.

### 7 APPROVAL PROCESS

**Claims** are processed and approved by the Claim Review Team, then forwarded to the Board of Education for approval no later than at the Board Meeting on June 12, 2006. After Board approval, teachers whose claims have been approved should receive overload pay by the end of June.

**CLAIMS FROM TEACHERS MUST BE SUBMITTED TO THE SCHOOL PRINCIPAL AS SOON AS POSSIBLE.**

**CLAIMS MUST BE RECEIVED BY ROSA BLACKWELL, EDUCATION CENTER,  
NO LATER THAN MONDAY, MAY 12, 2007.**



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## INTER-OFFICE CORRESPONDENCE

Office of the Superintendent  
Phone: 363-0050 FAX: 363-0060

**TO:** All Principals  
**FROM:** Rosa E. Blackwell, Superintendent  
**DATE:** May 2, 2005  
**RE:** Overload Claims for School Year 2005-06  
***DUE MAY 12, 2006***

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Enclosed is the 2005-06 Teacher Overload Claim Form (use this version only) and guidelines for completing the form. Please duplicate and distribute these materials immediately to regular, *load-bearing* teachers in grades 4-12 and to Intervention Specialists who believe they are eligible for compensation.

1. **As directed by the Collective Bargaining Agreement:**
  - a) **Primary teachers (K-3) are not eligible for compensation.**
  - b) **Choir and band classes are not eligible for compensation.**
2. **Regular teachers who have students on IEPs may count those students as regular students if the regular teacher assigns their grades.**
3. **If overload assistance was provided (another teacher, aide, etc.), the teacher is not eligible for overload pay for the quarter(s) in which that help was provided.**
4. **Intervention Specialists are to use the enclosed teacher overload claim form and teacher overload guidelines. The maximum number of classes/subjects in a day is five.**

Teachers must submit claims to the CFT Building Representative and the principal for verification as soon as possible. The overload claims must be verified and signed by both the CFT Building Representative and the principal to qualify for processing.

Principals must forward all approved claims to my office, ***Rosa Blackwell, Education Center***, no later than **Monday, May 12, 2006**. Late claims will be accepted and processed only if the teacher was absent during the application period.

Teachers will receive a separate check in June after all claims have been processed and approved for payment no later than at the June 12, 2006 Board of Education meeting.

Please make additional copies of the **2005-06 Claim Form** and instructions as needed.

c: Sue Taylor, CFT President  
CFT Building Representatives  
Jennifer Wagner, Interim Assistant Treasurer/Controller

# 2006-07 Teacher Overload Claim

Cincinnati Public Schools

Name (Last Name, First Name, MI)	Social Security Number	Grade	School
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Class Period	Subject	Number of Students				Days Per Wk	Total Overload	APPROVAL	
		Q1	Q2	Q3	Q4			Approved Overload	Amount Due

**Submit** your Overload Claim **immediately** to your CFT BR and Principal who will complete the "Verification" section below. Your Principal will submit all claims to the Education Center by **May 12** for processing. Forms received late will be returned.

**Verification**

The above teacher had an overload that existed at least **27** days of Quarter **1**

The above teacher had an overload that existed at least **23** days of Quarter **2**

The above teacher had an overload that existed at least **22** days of Quarter **3**

The above teacher had an overload that existed at least **20** days of Quarter **4**

Yes	No

\_\_\_\_\_  
Principal's Signature

\_\_\_\_\_  
CFT BR's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SAMPLE Claim Form**

	Student's Name	Grade	Disability	Q1	Q2	Q3	Q4
1	CD		CD	6.33	6.33	6.33	6.33
2	CD		CD	6.33	6.33	6.33	6.33
3	CD		CD	6.33	6.33	6.33	6.33
4	CD		CD	6.33	6.33	6.33	6.33
5	CD		CD	6.33	6.33	6.33	6.33
6	CD		CD	6.33	6.33	6.33	6.33
7	CD		CD	6.33	6.33	6.33	6.33
8	CD		CD	6.33	6.33	6.33	6.33
9	SLD		SLD	6.33	6.33	6.33	6.33
10	SLD		SLD	6.33	6.33	6.33	6.33
11	SLD		SLD	6.33	6.33	6.33	6.33
12	SLD		SLD	6.33	6.33	6.33	6.33
13	SLD		SLD	6.33	6.33	6.33	6.33
14	SLD		SLD	6.33	6.33	6.33	6.33
15	SLD		SLD	6.33	6.33	6.33	6.33
16	ED		ED	8.33	8.33	8.33	8.33
17	TBI		TBI	16.67	16.67	16.67	16.67
18	AU		AU	16.67	16.67	16.67	16.67

SAMPLE

136.62	136.62	136.62	136.62
÷ 6.33	÷ 6.33	÷ 6.33	÷ 6.33
21.58	21.58	21.58	21.58
- 16.00	- 16.00	- 16.00	- 16.00
5.58	5.58	5.58	5.58
x 33.75	x 33.75	x 33.75	x 33.75
188.42	188.42	188.42	188.42

# Worksheet

## Cross Categorical Class List

By Instructional Period

School: \_\_\_\_\_

Teacher \_\_\_\_\_ Class Period: \_\_\_\_\_ Time: \_\_\_\_\_

Student's Name	Grade	Eligible Disability	Weight			
			Q1	Q2	Q3	Q4

---

<b>Total:</b>	
<b>Was an overload IA assigned for this instructional period?</b>	

(Submit with Overload Claim Form.)

## Sample Worksheet

### Cross Categorical Class List

By Instructional Period

School: \_\_\_\_\_

Teacher: \_\_\_\_\_

Class Period: \_\_\_\_\_

1

Time: 9:05-  
10:00

Student's Name	Grade	Eligible Disability	Weight			
			Q1	Q2	Q3	Q4
Student 1	5	OHI	12.5	12.5	12.5	12.5
Student 2	4	CD <sup>Q1-3</sup> /MH <sup>Q4</sup>	8.33	8.33	8.33	12.5
Student 3	5	OI	10	10	10	10
Student 4	5	OHI	12.5	12.5	12.5	12.5
Student 5	4	CD			8.33	8.33
Student 6	5	CD	8.33	8.33		
Student 7	6	OI	12.5	12.5	12.5	12.5
Student 8	5	SLD	8.33	8.33	8.33	8.33
Student 9	6	CD	8.33	8.33		
Student 10	6	ED	8.33	8.33	8.33	

	<b>Total:</b>	89.15	89.15	80.82	76.66
<b>Was an overload IA assigned for this instructional period?</b>		no	no	no	no

(Submit with Overload Claim Form.)

**CONTRACT LANGUAGE SUPPORTING CLASS SIZE**

The teacher's promotion/retention decision (K-8) or report card grade may not be changed by the principal. If a dispute arises, the teacher and principal shall attempt to resolve it through a collaborative effort between all parties involved. However, if the dispute is not resolved and the principal believes that the teacher's grade or decision is in violation of district policy or is not justified, the principal may request that the Department of Quality Improvement appoint a district audit team compose

d of teachers. The team shall examine the teacher's documentation and may, if additional evidence is needed, evaluate the student's proficiency using teacher certifiable and/or product rubrics by examining the student's portfolio as well as other student work the teacher may have. Audit teams shall be trained by the Department of Quality Improvement and shall apply defined procedures and criteria, including district curriculum and promotion standards. Such procedures and criteria shall be made available to the parent(s), principal and teacher involved in any grading or promotion/retention dispute upon request. The audit team may uphold or modify the grade or promotion/retention decision. Decisions of the audit team are final.

The administration shall ensure that every teacher assigned to a teaching position that requires completion of promotion grids shall complete appropriate training in regard to district promotion standards and the use of such grids. Such training shall also be made available to any other teacher who requests it.

**i. Due Dates for Grades**

Quarter and semester grades and attendance reports shall not be due in the school office before noon on the second teacher workday following the last workday of each quarter, except that fourth quarter grades and reports may be due at the end of fourth quarter Records Day.

**j. Pupils in Building**

All pupils who are not under the direction of a staff member or Board designee shall be out of the building within fifteen (15) minutes of the close of school.

**k. Student Transportation/Excess Liability Insurance**

The Board shall continue to provide the excess liability insurance coverage for a teacher in his/her automobile whenever that teacher transports a student(s) in his/her automobile in the course of any school related activity.

**l. Student Cumulative Records**

Student cumulative records for students changing from one Cincinnati Public School to another shall be available in the receiving school not later than 10 working days after the student has been enrolled. Upon receipt of the cumulative record for the student, the teachers of the student shall be notified.

**§500 STAFFING**

**1. Teacher/Pupil Ratio**

The Board will establish a system-wide teacher/pupil ratio of 51 or 51.5 teachers, subject to final review and agreement by the parties, including educational service personnel, per 1000 regular program pupils based on an average daily membership (1/2 kindergarten membership and membership in grades 1 through 12 in regular programs, all as defined in Section 3317.02, et seq. of the Ohio Revised Code) as of the first full school week on October of each school year.

**2. Class Size Reduction – See Tentative Agreement for new Primary Class Size Info**

~~Reduce class size in academic classes in grades K-3 to 15-18 students, contingent on passage of the school levy the Board has placed on the ballot November 7, 2000.~~

~~These limits shall be phased in beginning with the 2001-2002 school year and completed no later than the beginning of the 2003-2004 school year, by allocating the proceeds of two mills of the 6.0 mill increase, along with any state or federal funds provided specifically for class size reduction. Priority for class size reduction shall be determined by the school's status in the School Assistance and Redesign Plan, with the necessary funds being allocated first to schools, which have been redesigned, and to those in Intervention status.~~

1 ~~However, a portion of the tax levy funds shall be allocated to development of literacy and numeracy instructional~~  
 2 ~~programs for the primary grades, including teacher training needed for effective implementation. The selection and/or~~  
 3 ~~development of these programs for recommendation to the Superintendent shall be accomplished by the Communications~~  
 4 ~~Arts Curriculum Council and the Math Curriculum Council and Quality Improvement Department by February 1, 2001~~  
 5 ~~and shall be approved by the EIP.~~

6 ~~If voters do not approve the tax levy November 7, the parties shall reopen negotiations for the purpose of determining a~~  
 7 ~~strategy for class size reduction, including another attempt to pass a tax levy.~~

8  
 9 **3. ~~Class Size Limits~~**

11 <u>Teachers</u>	<u>Limit</u>
12 <u>K-3 Academic</u>	<u>18</u>
13 <u>K-3 Academic with IA</u>	<u>22</u>
14 <u>*New Teacher Added</u>	<u>23</u>
15 <u>K-3 Specialist</u>	<u>28</u>
16 4-8 Academic	28
17 4-8 Academic with overload pay	30
18 4-8 Academic with IA	32
19 *New Teacher Added	33
20 <u>4-8 Specialist</u>	<u>34</u>
21 9-12 Academic	30
22 9-12 Specialist/Elective	34

23 In grades 7-12 no more than 150 students per day shall be assigned to any academic teacher. Specialists who teach 5  
 24 periods shall be assigned no more than 180 secondary students per day. Specialists who teach 6 classes shall be assigned  
 25 no more than 200 secondary students per day.

26 Academic classes shall be defined as: reading; English; math; science; social studies; and foreign language.

27 For reasons of health and safety of students, Industrial Arts classes shall be treated as an academic class for the purpose of  
 28 class size.

29 No primary teacher shall be assigned more than 4 students above the limit. Teachers in grades K-3 who are assigned 1 to  
 30 4 students above the limit shall be assigned an instructor assistant.

31 No teacher in grades 4 through 12 shall be assigned more than 4 students above the limit. Teachers in grades 4-12 who are  
 32 assigned 3 to 4 students above the limit shall be assigned an instructor assistant and the right to receive any overload  
 33 payment shall cease.

34 Teachers in grades 4-12 who are assigned 1 to 2 students over the limit shall receive an overload payment of \$135.00 per  
 35 student per instructional hour per year at the conclusion of the school year.

36 Overload determination begins when the class size reaches the minimum number listed below:  
 37

- 38 a. grades 9-12 Class size (academic) 31 – 32
- 39 grades 9-12 Class size (specialist) 35 – 36
- 40 grades 4-8 Class size (academic) 29 – 30

- 41 b. For a teacher to qualify for overload payment in sub-paragraphs © and (d) below, the above class sizes shall have  
 42 been met for at least one-half of a quarter.

- c. If the teacher has the student less than five and one-quarter hours per day, the \$135 rate per student is pro-rated.
- d. The \$135.00 overload payment in grades 7-12 is established for each student, seen one period per day, all year long. Students seen less than five periods per week will be pro-rated as a fraction per week and/or the full year, whichever is applicable.

Effective the 1999-2000 school year, the payment for each student shall be increased to \$135.

Class size limits shall not apply to band and choir.

Summer school teachers assigned students above the class size limits shall be eligible for overload pay under guidelines determined by the Teacher Allocation Committee.

**4. Enforcement Procedures**

Enforcement procedures for class size limits shall be as follows:

The Teacher Allocation Committee shall continue to monitor class size at all district schools and shall advise the schools on steps they can take to correct violations of class size limits. The committee may authorize re-assignment of teachers through the third Monday after Labor Day. In exceptional cases where a school is unable to organize classes within the limits, the committee shall have the authority to allocate additional funds above per pupil allocations up to a district wide limit of \$700,000.

The Board shall not be obligated to provide more than \$111,280 in overload payments annually (\$115,560 effective the 1999-2000 school year).

The committee may adopt guidelines governing the payment of overload pay and the allocation of instructor assistants to overload classes specified above.

A grievance may be filed on adherence to the process, on hiring at the ratio in §500.1 above and on establishing a reserve pool, but not on the educational soundness of a decision to allocate or not to allocate any teachers to any school. A grievance cannot be filed on an issue as to which the committee was unable to reach a decision.

**§605 EDUCATIONAL SUPPORT PERSONNEL (ESP)**

**1. General Coordination of Support Staff**

**a. Caseload**

Speech pathologists, school social workers, and psychologists shall each form an assignment committee consisting of no more than three administrators for that discipline and three members appointed by the practitioners in that discipline. Each committee shall develop and recommend to the responsible administrator designated by the Superintendent assignment of schools and caseloads within that discipline. Such assignments shall, to the extent possible, provide for equitable distribution. Each committee shall review caseloads periodically.

In any school, which has more than one counselor, counselors shall meet, at least annually, with the principal or designee, for the purpose of assigning caseloads. To the extent possible, caseloads shall be assigned on an equitable basis.

**b. Facilities**

All counselors, psychologists, and school social workers shall be provided in each school with a telephone and adequate office space in a private setting, within existing facilities, for the purpose of conducting conferences and evaluations.

**2. Speech Pathologists**

1 Speech pathologists shall receive 7 hours released time for every increment of 30 students for the purpose of preparing  
2 IEPs, rounded to the nearest one half day. Speech pathologists shall have the same preparation time as load bearing  
3 teachers.

4  
5 **3. School Psychologists**  
6 **a. Vacancies, Transfers, and Assignments**

7 There are presently three general categories of School Psychologists.

- 8 (1) School Psychologists  
9 (2) Auxiliary Services School Psychologists  
10 (3) Special Program Positions

11 When a vacancy occurs in any of these three categories, the vacancy may be filled by present psychologists  
12 according to the transfer procedures of the contract.

13 Assignment of psychologists in the general category shall be made according to provisions of Paragraph 1.a.  
14 above.

15  
16 **4. School Social Workers**

17 Any extension to the 191-day contract of educational support personnel is at the discretion of the school hiring the person  
18 and/or the district for specific assignment.

19  
20 **5. Other Staff**

21 Occupational therapists, physical therapists, audiologists and orientation mobility instructors shall provide service and  
22 supports to students in accordance with the Operating Standards for Ohio's Schools Serving Children with Disabilities.  
23 Occupational therapists, physical therapists and orientation mobility instructors shall have the same preparation time as  
24 load bearing teachers.

## §610 SPECIAL TEACHERS

### 1. *Special Education*

Beginning with the 2004-05 school year, the title S.L.D. tutor will no longer be used. Instead, these staff members will function as Intervention Specialists and will be available to provide a wide array of supports within a comprehensive service delivery model and in accordance with the Operating Standards for Ohio's Schools Serving Children with Disabilities. Effective August 1, 2004, all former S.L.D. tutors will be paid full contract salary. Beginning with the 2004-2005 school year, former S.L.D. tutors hired prior to 1993 will have their salaries adjusted to be commensurate with their total number of years experience in the district, verified experience outside of the District, and transcripts on file for highest degree earned. A one-time pay adjustment will be made. Beginning 2005-06, district schools will fund former S.L.D. tutor personnel (Intervention Specialist) via the student based budgeting process.

All Intervention Specialists, including former S.L.D. Tutors now serving as intervention specialists, shall provide a wide array of supports and services within a comprehensive service delivery model as outlined in the Operating Standards for Ohio's Schools Serving Children with Disabilities. A wide array of supports and services (direct and indirect) includes but is not limited to the following: consultation, individual instruction, large group instruction, small group instruction, whole class instruction, team-teaching, inclusive practices, etc. Intervention Specialists shall be afforded the same rights and responsibilities as all other bargaining members.

Related Services	School-Age		Preschool
Adapted PE	100		100
Audiologist	100		75
Occupational Therapist	50		40
Orientation & Mobility	50	OR	40
Physical Therapist	50		40
Speech-Language Pathologist (1:2000 students)	80 50 (MD, HI, and/or OH/OHI)		50
School Psychologist (1:2500 students)	125		75
Work/study Coordinator	75		NA
Career Technical SE Coordinator	50		NA

#### **a. Special Education Curriculum Council**

The Special Education Curriculum Council shall represent teachers in development of the district's annual special education plan. However, general education teachers shall be involved in the design of building based service delivery models. Further, the Curriculum Council Steering Committee or its designee(s) shall meet regularly with the district administrator from student services to address service delivery, compliance issues, program quality and other teacher concerns.

#### **b. Service Delivery**

The number of students served in or assigned to a special education classroom period/teacher or a preschool disability class/teacher shall not exceed the limits set by the Ohio Department of Education (ODE). Currently, ODE limits are:

Disability Category Assigned	Maximum Number to be Served by School Level		Maximum Number to be Served During Instructional Period		Age Range per Instructional Period Shall Not Exceed
	Elementary, Middle, JH	High School	Elementary, Middle, JH	High School	
Cognitive Disabilities	16	24	12	16	60 months
Specific Learning Disabilities	16	24	12	12	60 months
HI, VI, OI, OHI	10	10	8	8	48 months
ED*	12	12	10	10	48 months
MD**	8	8	(8)	(8)	60 months
AU/DB/TBI**	6	6	6	6	60 months
Multiple	16	24	***	***	Not specified

Categories (Formally Cross Categorical)					
--	--	--	--	--	--

\*Requires plan for classroom management and crisis intervention support. In the absence of a plan, at least one full-time paraprofessional is required in each special class.

\*\*At least one full-time paraprofessional is required in each special class.

\*\*\*See weighted instructional formula

Maximums for cross-categorical classrooms/teachers shall be determined in the following way. Each student shall be weighted according to his or her disability, based on the table below. The total instructional limit for a cross-categorical classroom/teacher may not exceed 100.

Weight per Student	Instructional
MD (K-12)	12.5
HI (K-12)	12.5
VI (K-12)	12.5
OI/OHI (K-12)	12.5
ED (K-12)	10.0
CD (K-8)	8.33
CD (9-12)	6.33
SLD (K-8)	8.33
SLD (9-12)	8.33

One instructional assistant is to be assigned to the instructional classroom of the intervention specialist, where there is a combination of one or more Emotionally Disturbed students with one or more Orthopedic, Other Health Impaired or Multiple Disabled students any one of whom is designated as medically fragile.

No more than six students with disabilities shall be assigned to a general education class for inclusion unless some staff assistance is provided to assist the general education teacher.

### **c. Placing Students in Classes**

All students with disabilities should have an active and up-to-date IEP that outlines all provisions regarding their special education and related services. Students with disabilities shall not be placed in a special education class unless there is written documentation of the student's disability and the student has, at minimum, a temporary IEP. The placement team shall then write an IEP within the time specified in applicable state regulations.

Primary and intermediate *students with disabilities* shall not be assigned to the same special education instructional period.

The Department of Student Services compliance administrator shall employ teachers as needed, at the extended employment rate, to assist with placement of units and students and with other compliance activities. Intervention Specialist Lead Teachers shall have preference for these assignments.

# *Discipline*

# ***ASSAULT***

## **WHAT SHOULD YOU DO IF YOU ARE ASSAULTED AT SCHOOL?**

1. Take care of yourself. Call/send for help and support
2. Report the incident to the building administrator and the CFT Building Representative immediately.
3. Either write down or dictate to someone else the series of events. Give a copy to the administrator and the CFT building rep.
4. Ask the administrator to call the resource officer assigned to that school. Report the incident to the officer and if you choose, file charges.
5. Ask for an assault leave form. Each school should have some on file. You are entitled to full pay status during any absence due to disability resulting from an assault.
6. Request a copy of the report which the principal sends to the Superintendent.
7. Have BR fill out and send CFT/ACPSOP Assault Report to the CFT Office.

## **WHAT MUST THE PRINCIPAL DO?**

1. She/he must immediately suspend the student and make a recommendation for expulsion.
2. She/he must submit a written report of the assault to the Superintendent and furnish a copy to the teacher upon request.
3. Fully investigate the incident and report all findings and action taken to the Office of Student Discipline.

## **ASSISTANCE/AND RIGHTS AVAILABLE TO THE ASSAULTED TEACHER**

1. Your CFT building representative will help you with the reporting process.
2. Any days absence may be counted against assault leave, NOT sick leave, IF you fill out the proper for,
3. You have the right to file criminal charges against the student.
4. You will receive compensation for absence due to court proceedings.
5. The Board is responsible for making sure you do not lose compensation or accumulated leave.
6. The Board is responsible for advising you of procedures for filing criminal charges.
7. Use Worker's Compensation or your negotiated health benefits to cover any injury or medical attention needed.
8. You have the right to be present at any expulsion hearing or appeal hearing on the expulsion. The administration must notify the teacher of the time, date, and place of the hearing(s).

## **WHAT IS THE CFT BUILDING REP'S RESPONSIBILITY?**

1. Become familiar with the Collective Bargaining Agreement provisions relating to the assault. § 230, pg. 42, § 400, pg. 59, 60.
2. Check at the beginning of the school year to see that assault leave forms are available in the school office
3. Report any assault to the CFT office so that you may receive assistance as needed.
4. Stay with and offer help and support to the assaulted teacher.
5. Assist in the recording and reporting of the assault.
6. Keep a copy of the report. Send a copy to the CFT office.
7. Follow-up with the teacher and the administrator to see that all the correct procedures have been followed.

**YOU HAVE THE “FULL SUPPORT OF THE ADMINISTRATION IN MAINTAINING CLASSROOM DISCIPLINE.”**

“When a pupil’s actions are chronically disruptive,” the board has an obligation to “make some other placement of the pupil.”

**YOU HAVE A RIGHT EXPECT YOUR PRINCIPAL TO REPORT CRIMINAL CONDUCT BY STUDENT’S TO THE POLICE.**

Report all serious incidents to CFT, so we can monitor district follow-up and legal action. All mandatory expulsion offenses are also criminal offenses.

**IF YOU ARE ASSAULTED.....**

- Report the alleged assault to CFT.
- Any student who assaults a teacher must be immediately suspended and the principal must recommend expulsion.
- Teachers who are assaulted have the right to file criminal charges and should do so.
- Teachers who are assaulted have the right to be present at any expulsion hearing or appeal hearing on the expulsion. The administration must notify the teacher of the time, date, and place of the hearing(s).
- Teachers who are assaulted will suffer no loss of pay or accumulated leave if they must take off work resulting from the assault. Absence is covered by assault leave or court appearance leave.
- Use Worker’s Compensation on your negotiated health benefits to cover any injury or medical attention needed.

These rights apply to all members of the teacher bargaining unit, including daily rate substitutes. The above is a summary of your rights. Read the complete contract provisions regarding school discipline.

**STUDENTS ACCUSED OF MISCONDUCT HAVE DUE PROCESS RIGHTS. TEACHERS HAVE THE RIGHT TO ENFORCE DISTRICT WIDE AND LOCAL SCHOOL DISCIPLINE CODES. THE RIGHTS OF ALL PARTIES MUST BE RESPECTED.**

## **PARENTS AND PUBLIC WANT SAFE AND ORDERLY SCHOOLS**

A recent national poll by the Public Agenda Foundation shows parents and citizens want safe and orderly schools, first and foremost. 73% say persistent troublemakers should be taken out of class so teachers can concentrate on kids who want to learn. A 1994 poll commissioned by CFT & AFT found the same locally. Peter Hart Research Associates found strong support among parents and the public, including African-Americans, for CPS discipline codes. Two-thirds of citizens say school discipline in Cincinnati is not strict enough.

Increasing disorder not only prevents learning and endangers faculty and staff, it leads to further erosion of public support. CFT strongly supports fair, unbiased discipline policies. But we cannot and will not allow new referral forms or collection of race and gender data to erode school discipline.

### **KNOW YOUR RIGHTS**

CFT has negotiated rights for teachers to help you maintain classroom discipline so you can teach and students can learn! The *Bronson* Settlement does not repeal those rights. In fact, Judge Walter Rice has ruled that the Collective Bargaining contract supersedes *Bronson*, if there is any conflict. Make sure you know and use these contract provisions. CFT Bargaining Teams have won these rights with strong support from our members, but YOU must enforce them.

### **YOU HAVE THE RIGHT TO REMOVE A DISRUPTIVE STUDENT FROM YOUR CLASS**

Schools may establish referral procedures, but may not deny your right to have disruptive students removed. You have the right to mark “hold” on the referral. If you do, the administrator may not send the student back until you have conferred with the administrator regarding the infraction, circumstances, etc. You should grieve any violations.

### **YOU HAVE THE RIGHT TO EXPECT ENFORCEMENT OF CPS DISCIPLINE CODES IN YOUR SCHOOL**

Our contract requires CPS administration to enforce the District-Wide Code of Behavior. If your principal does not enforce the policy, you can and should file a grievance.

### **YOU HAVE THE RIGHT TO PARTICIPATE IN ESTABLISHING YOUR LOCAL SCHOOL DISCIPLINE PLAN**

Every school must have a discipline plan to supplement the district-wide code. The plan must be consistent with the contract and must be developed by the ILT annually (the ILT may use a sub-committee to develop the plan.) **The plan must be approved by a 2/3 vote of the faculty.** You can file a grievance if the local school plan is not enforced.

# Request for Assault Leave

I hereby certify that I have been physically disabled from performing my duties as a result of the described assault which occurred in the course of my employment.

Medical attention was required.  
*(If checked, have physician complete below.)*

Medical attention was not required.

▲ I understand that falsification, of either this signed statement or the physician's certificate, is grounds for suspension or termination of employment under Section 3319.16 of the Ohio Revised Code.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Signature

▲ I have investigated this matter and attest to the fact that this employee was assaulted.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Principal's Signature

▲ Date(s) of Absence \_\_\_\_\_

## Physician's Form

This is to certify that

\_\_\_\_\_  
Employee's Name - Print

Has been under my professional care because of

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Anticipated date for return to work is \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Physician's Signature

HR 1/98

Distribution: (Original) Director, Human Resources

(Copies) \_\_\_\_\_ Principal, \_\_\_\_\_ Employee, \_\_\_\_\_ Union

# Notification of Assault

Name (Print full name)	Title	School
Home Address	Zip Code	Telephone
Date of Assault	Where Assault Occurred	

Name of assailant(s) (grade if applicable)	Witness(es)

Please describe the assault. Attach second page if needed.

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Were charges filed? No \_\_\_\_\_ Yes \_\_\_\_\_ When \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_ Signature

If you were physically disabled from performing your duties as a result of the described assault and want to apply for assault leave, please complete the reverse side.

Distribution: (Original) Director, Human Resources  
(Copies) \_\_\_\_\_ Principal, \_\_\_\_\_ Employee, \_\_\_\_\_ Union

## **Board Policy/Administrative Procedures Student Discipline**

### STUDENTS 5143 (a)

#### Discipline

Cincinnati Public Schools uses as its guiding philosophy the concept of progressive discipline. Discipline is properly seen as an instructional process involving skills of self-discipline and appropriate school work habits. It is also recognized that some disciplinary infractions call for consistent consequences in order to be effective in producing a good learning environment. All students have the right to learn, and no student has the right to disrupt the learning activities of others. All students will be treated fairly and equitably. Student discipline is guided by the Districtwide Code of Behavior which is age and developmentally appropriate. This code includes, but is not limited to, the Code of Suspension, Expulsion and Removal as required by the Ohio Revised Code and the rights and responsibilities of students, parents, and staff. Suspension and expulsion should be used as a last resort and/or for behavior which is dangerous to students and staff members. In-school and out-of-school suspensions and expulsions, as well as all discipline referrals beyond the classroom level, will be documented in a districtwide format.

In addition to the Districtwide Code of Behavior, effective discipline requires the development of a school level code of behavior. School level behavior codes are developed by the Local School Discipline Committee and are bound by the guidelines below. The local school behavior code will:

1. Specify how the district's Code of Behavior will be taught at the local school and how that Code will be communicated to each student and parent or guardian at the beginning and throughout the school year;
2. Specify a broad range of educational and progressive disciplinary options to developing appropriate conduct and the capacity for self-discipline;
3. Identify how parents/guardians will be involved with the school to develop their child's appropriate behavior and the role of parents in the disciplinary process, including appeals;
4. Specify how students' appropriate behavior will be rewarded and encouraged;
5. Specify inappropriate student behaviors that may result in pre- or non-suspension disciplinary actions and administrative provisions will be made at each school for school-wide pre-suspension disciplinary options;

### STUDENTS 5143 (b)

6. Specify consequences for inappropriate behaviors that are progressive, i.e. lesser infractions will result in smaller consequences, more serious or repeated infractions will result in more serious consequence;

7. Establish monitoring, support, and assessment procedures to assure that local school implementation is effective and within the district-wide policy.  
The local school will review annually its code of behavior with all of its students. The districtwide code of behavior shall be reviewed annually in the fourth quarter of each school year. This annual review shall be by a committee of parents, teachers, administrators, students and community representatives convened by the superintendent or the superintendent's designee responsible for the district-wide discipline plan. Recommendations from the annual review shall be presented to the program committee for public hearing.

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Adopted: 6/7/93  
11/30/95  
4/28/97

#### STUDENTS 5143.1

##### Detention of Pupils

No pupil shall be detained as punishment during the noon recess. Reasonable detention at the close of the school day is not forbidden, but such detention shall not exceed one hour. In case a child in an elementary school is detained at the end of the day, the parents shall be notified in advance. When a child who comes to school by bus is given detention, parents must be notified at least one day in advance.

#### STUDENTS 5143.2

##### Corporal Punishment

Corporal punishment is herein defined as infliction of bodily pain as a penalty for disapproved behavior. This definition will include physical striking as well as any other discipline which seeks to induce bodily pain (e.g. requiring students to assume unnatural positions for long periods of time, exhaustive exercise, etc.). The Board of Education believes that self-discipline, positive reinforcement, and social skills development are more effective than corporal punishment. Therefore, corporal punishment is prohibited in Cincinnati Public Schools. No teacher, administrator, other employee, or school bus driver may use corporal punishment as a means of discipline. Teachers, administrators, other employees, or school bus drivers may, within the scope of their employment, use and apply such amount of force and restraint 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.

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Adopted: 7/10/44  
Revised: 2/ 7/66  
9/22/75  
11/28/77  
7/11/88

**CFT/ACPSOP ASSAULT OR THREAT OF VIOLENCE  
REPORT FORM**

Teacher/Employee's name: \_\_\_\_\_

School/Office: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Date of Offense: \_\_\_\_\_

Name of Offender: \_\_\_\_\_

Student     Parent     School Employee     Other

(if other explain) \_\_\_\_\_

If Student, age and grade level \_\_\_\_\_

Is the student in teacher's class  Yes     No

Describe the incident: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Describe any injuries: \_\_\_\_\_

\_\_\_\_\_

---

Was medical attention received?  Yes     No

Name of Dr. or Clinic: \_\_\_\_\_

Address: \_\_\_\_\_

Were criminal charges filed?  Yes     No

On what date? \_\_\_\_\_

At what Police Station? \_\_\_\_\_

What action was taken? \_\_\_\_\_

What action was taken by administration? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

When ? \_\_\_\_\_

Was appropriate action taken?  Yes  No

If No, why?  Lack of administrative support  Federal Law (IEP)

What action do you feel was necessary? \_\_\_\_\_

\_\_\_\_\_

Were central office administrators involved?  Yes  No

If so, what role did they play? \_\_\_\_\_

\_\_\_\_\_

Were there any witnesses to the incident?

Names: \_\_\_\_\_ Position : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

To the best of your knowledge does the student have a prior record of assaults or violent behavior?

Describe: \_\_\_\_\_

\_\_\_\_\_

Date of this report: \_\_\_\_\_

CFT Rep compiling report: \_\_\_\_\_

ATTACH any other documents or descriptions of the incident

