

CFT/CFOP Building Representative Handbook 2019-2020

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STRUCTURE

CALENDAR

2019-2020

CFT/CFOP **Membership meetings** are the second Wednesday of each month at 5:00 p.m. at Mayerson Academy Banquet room. All BR's are asked to sit with their Area.

2019

Wednesday, September 11
Wednesday, October 16
Wednesday, November 13
Wednesday, December 11 (usually BR appreciation)

2020

Wednesday, January 15
Wednesday, February 12
Wednesday, March 11
Wednesday, April 15
Wednesday, May 13

Meetings for December and June may be called, if needed. The December meeting in the recent past has been the scheduled BR Appreciation dinner.

AC Meetings 3rd Wednesday of the month @ 4:30 p.m.

Executive Council meetings are held at the CFT office on the **first Thursday** of each month beginning at 5:00 pm. No meeting the month of July. Joint CFT/CFOP meetings are every other month beginning in August 2019. The meetings are open to all CFT/CFOP members to attend as spectators.

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

2019

Thursday, September 19 – CFT/CFOP Office
Thursday, October 17 – CFT/CFOP Office
Thursday, November 21 – CFT/CFOP Office

2020

Thursday, January 16 – CFT/CFOP Office
Thursday, February 20 – CFT/CFOP Office
Thursday, March 19 – CFT/CFOP Office
Thursday, April 16 – CFT/CFOP Office
Thursday, May 21 - CFT/CFOP Office

EXECUTIVE COUNCIL 2019-2021

Officers	Name	School Location	Address	City/St/Zip	Email	Bus. Phone	Phone
President	Julie Sellers	CFT Office	2324 Madison Rd #202	Cinti., OH 45208	jsellers@cft-aft.org	961-2272	708-6980
Executive Vice President	Lee Black	SCPA	1009 Sunset Ave	Cinti., OH 45205	Rlblack01@hotmail.com	363-7245	244-5708
VP of Organizing	Tom Frank	Gamble Mont	4461 Grove Ave	Cinti., OH 45211	knarfmot@gmail.com		300-9743
VP of Community Engagement	Milbeth Allen	John P Parker	1803 Clayburn Cir	Cinti., OH 45240	mbestates@hotmail.com		321-3206
Treasurer	Julia Wiant	Jacobs Center	3723 Kessen Ave	Cinti., OH 45211	jwiant@cft-aft.org	363-6700	662-7066
Secretary	Angela Couch	Pleasant Hill	11502 Southland Rd	Cinti., OH 45240	prettyinpinkcouch@aol.com		513-648-9971
Chief Labor Delegate	Brad Smith	Walnut Hills	6716 Elwynne Dr.	Cinti., OH 45236	yanni@twc.com	363-8526	793-1866
CFOP President	Coronda Wilson	Treasurer's Office	2555 W. McMicken	Cinti., OH 45214	cwilson@cft-aft.org	363-0456	513-328-8659
Committee Chairpersons	Name	School Location	Address	City/St/Zip	Email	Bus. Phone	Phone
Collective Bargaining	Richard "Chipp" Knudsen	Woodward	6921 Whistlestop Ct.	Westchester, OH 45069	knudsenrj@gmail.com	363-9355	777-4876
Educational Policies	Megan Kreaps	Dater High	1755 Llanfair Ave	Cinti., OH 45224	m.kreaps@icloud.com		304-488-7897
Grievance	Brad Dillman	Jacobs – TES	2918 Montana Ave	Cinti., OH 45211	bdillman@fuse.net		289-3306
Human Rights	Chandra M. Gardner	Dater High	1758 Chase Ave #12	Cinti., OH 45223	acidicsubtlety@gmail.com	363-7240	478-7552
Leg./Political Action	Jane Simon	SCPA	3421 Monteith Ave	Cinti., OH 452208	simonja@cinci.rr.com	363-8008	321-7268
Community Outreach	Clayton Adams	Aiken	1002 Coronado Ave	Cinti., OH 45238	adamscw3@miamioh.edu		379-7285
Retirement	Neil Stewart	AWL	2860 Dirheim Ave	Cinti., OH 45211	stewartnt@gmail.com		417-8847
Social/Member Services	VACANT						
Area Coordinators	Name	School Location	Address	City/St/Zip	Email	Bus. Phone	Phone
Area One	Wayne Wiggins	Walnut Hills	208 Floral St.	Elsmere, KY 41018	wigg_9444@yahoo.com		859-727-0853
Area Two	Alexa Fulmer	Curriculum	1154 Witt Rd. #10	Anderson Twp., OH 45255	fulmerlexi@yahoo.com		300-8432
Area Three	Ronnie X. Black	Juvenile Court	4438 Devon Ct.	Mason, OH 45040	blackro@fuse.net		378-3365
Area Four	Kim Dawson	Silverton	1276 Frost Ct.	Cinti., OH 45231	Kimberlydawson32@yahoo.com	363-5428	931-6087
Area Five	Jared Ceasar	LEAP School	6275 Mayflower Ave	Cinti, OH 45237	jaredceaser@gmail.com	363-1240	910-4514
Area Six	Laura Sanregret	Rising Stars	4770 Hillside Ave	Cinti., OH 45233	sanrefam@aol.com		236-8879
Area Seven	Kelly Bullock	Cheviot	5200 Parkvalley Ct.	Cinti., OH 45239	Kbullock562@gmail.com		477-3014
Area Eight	Fannie Carradine	HR	2456 White St.	Cinti., OH 45214	fcarradine@cinci.rr.com	363-0156	407-8798
Area Nine	Sandra Bennett-Poettker	Covedale	4954 West Fork Rd	Cinti., OH 45247	poet3@fuse.net		574-4424
Area Ten	Sonya Lackey	Midway	1083 Wilderness Trail	Cinti., OH 45238	slackey71@yahoo.com	363-3552	477-8630
Area Eleven	Theresa Allen	Substitutes	1819 Tuxworth #2	Cinti., OH 45238	allenth101@yahoo.com		662-2644

2019-2020 District-wide School Year Calendar



FINAL

2019 – 2020 Districtwide School Year Calendar

AUGUST				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

FEBRUARY				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

SEPTEMBER				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

MARCH				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

OCTOBER				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

APRIL				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

NOVEMBER				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

MAY				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

DECEMBER				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

JUNE				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

JANUARY 2020				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

JULY				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

2019-20 Calendar

Aug 12	Professional Meeting Day. No Students
Aug 12 – 16	Staff Professional Development Day. No Students.
Aug 19	Schools Open. Students Report.
Aug 19–Nov 14	Reading Diagnostic Assessment: K-3, Fall Window
Sep 2	Labor Day. Holiday. Schools Closed
Sep 9	Midterm Week
Sep 23–Oct 11	Fall Gifted Screening
Sep 30–Oct 11	Gifted Screening Assessment—2nd & 6th Grade
Oct 11	End of First Quarter. Students Report. (39 Instructional Days, 44 Staff Days).
Oct 16	PSAT (High Schools)
Oct 21	Conference Comp Day – School Closed
Oct 28–Nov 1	3rd Grade Fall ELA
Nov 5	Election Day – Conference Day. No Students.
Nov 11	Veterans' Day. Holiday Observation. Schools Closed.
Nov 12	Midterm Week
Nov 27	Conference Day. No Students.
Nov 28	Thanksgiving. Holiday Observation. Schools Closed.
Nov 29	Schools Closed.
Dec 2–20	Fall HS End of Course Semester 1 Exams (High Schools)
Dec 9–20	Semester 1 Exams (High Schools)
Dec 20	End of Second Quarter. Students Report. (44 Instructional Days, 48 Staff Days).
Dec 23–Jan 3	Winter Recess. Schools Closed. (10 days).
Dec 24	Christmas Eve. Holiday Observation.
Dec 25	Christmas Day. Holiday Observation.
Jan 1	New Year's Day. Holiday Observation.
Jan 6	Schools Reopen. Students Report.
Dec 3–Mar 13	Reading Diagnostic Assessment: K-3, Winter Window
Jan 20	Martin Luther King Jr. Day. Holiday. Schools Closed.
Jan 27–Feb 14	Winter Gifted Screening
Feb 3	Teacher Learning Teams. No Students.
Feb 3–Mar 20	OELPA
Feb 10	Midterm Week
Feb 17	Presidents' Day. Holiday. Schools Closed.
Feb 18–Apr 10	Alternative Assessments ACT (High Schools)
Feb 25	Reading Diagnostic Assessment: K-3, Spring Window
Mar 18–May 15	Reading Diagnostic Assessment: K-3, Spring Window
Mar 13	End of Third Quarter. Students Report. (47 Instructional Days, 48 Staff Days).
Mar 23-27	Spring Recess. Schools Closed. (5 days).
Mar 30	Schools Reopen. Students Report.
Apr 6–24	Spring Grade 3-8 Ohio State Tests & HS End-of-Course Exams—ELA
Apr 20	Midterm Week
Apr 20–May 8	Spring Ohio State Tests (Grades 3-8) & HS End-of-Course Exams—M/S/SS
May 4–20	Semester 2 Exams (High Schools) Advanced Placement Exams
May 4–15	End of Fourth Quarter.
May 21	Last Day for Students. (44 Instructional Days, 45 Staff Days).
May 22	Professional Meeting Day. Last Day for Teachers.
May 25	Memorial Day. Holiday. Schools Closed.
June 1–26	Elementary Summer School. (20 Instructional Days).
June 1–26	Senior Summer School. (20 Instructional Days).
July 3	Independence Day. Holiday Observation. Schools Closed.
July 6–10	Summer 3rd Grade ELA
July 13–24	Summer HS End of Course

Legend

- ★ Schools Open for School Year
- ☐ Days of Instruction
- Q End of Quarter
- ❖ Holiday/Break
- M Midterm Week
- ✓ Teacher & Parent Conference Day
- Staff Professional Development Day
- ⊕ Elementary Summer School
- ⊞ Senior Summer School
- ◇ Professional Meeting Day

- Notes:
- 174 Student Days / 191 Teacher Days
 - 1131 instructional Hours

AREAS

<u>Area One – Wayne Wiggins</u>		<u>Area Two – Alexa Fulmer</u>	
Aiken New Tech	Virtual HS	Bond Hill	Mt. Airy
Cinti Digital Academy	Walnut Hills HS	Carthage	Pleasant Hill
Riverview East K-12	Withrow HS	College Hill	Roselawn Condon
Shroder		Hartwell	Winton Hills Acdmy
<u>Area Three – Ronnie X Black</u>		<u>Area Four – Kim Dawson</u>	
Dater High	Taft IT HS	AMIS	Kilgour
Hughes STEM	Western Hills HS	ECE Satellite	Mt. Washington
Oyler K-12	Woodward HS	Hyde Park	Silverton
SCPA K-12		John P. Parker	Woodford Paideia
<u>Area Five – Jared Ceasar</u>		<u>Area Six – Laura Sanregret</u>	
A2E HS	Fairview/Clifton	Clark Montessori	Parker Woods Mont
A2E Elementary	LEAP	Dater Montessori	Pleasant Ridge Mont
AWL	Rockdale	Gamble Montessori	Sands Montessori
CANS	South Avondale	Gamble Mont. HS	Rising Star(s)
Evanston Acdmy		North Avondale Mont	
<u>Area Seven – Kelly Bullock</u>		<u>Area Eight – Fannie Carradine</u>	
Carson	Ethel M. Taylor	Group 1	Elementary
Chase	Midway	Group 2	High School
Cheviot	Roll Hill	Group 3	
Covedale	Westwood	Group 4	
		Group 5- Iowa	
<u>Area Nine – Sandra Bennett-Poettker</u>		<u>Area Ten – Sonya Lackey</u>	
Douglass	Rothenberg	Auxiliary Teachers	Hospital Teachers
Hays/Porter	Sayler Park	Coaches	Juvenile Court
Rees E Price	Spencer Center	CT's	School Psychologists
Roberts Paideia	Taft STEM Elem	Cinti Arts & Tech	School Social Workers
		Non-school based personnel	Speech Pathologists
<u>Area Eleven – Theresa Allen</u>			
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 Fall Celebration.
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.

CFT/CFOP POLICY ON BUILDING REP DUTIES AND ELECTION

A CFT/CFOP representative shall be elected annually, by secret ballot, during the spring by the CFT/CFOP 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/CFOP;
- 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/CFOP will receive the results from current BR with the signatures of the two CFT/CFOP 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/CFOP 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

Building Representative Job Description

Job Title:

Building Representative

Description of Duties:

Will function as the union leader at the worksite by:

- Actively serving on the Instructional Leadership Team, including as co-chair, when possible;
- Identifying workplace problems, including those involving professional issues and mobilizing members to solve them;
- Conducts monthly chapter meetings at the worksite either by speaking at existing staff meetings or by calling special union meetings to both speak and listen to employee concerns;
- Presenting level one grievances for members in their building or unit;
- Asking all employees personally at least once per year to become involved in a specific union activity;
- Organize and lead CART Teams in their worksite;
- Recruiting potential members to join CFT/CFOP;
- Conduct election for ILT members (where contractually required);
- Actively participating in August training session;
- Actively participating in 3-4 BR meetings per year as well as General Membership meetings;

Support and Supervision

All Building Reps will serve under the guidance of an Area Coordinator who will serve as a coach and guide to their role as BR's. Reps and Area Coordinators will communicate at least monthly at a mutually convenient time, by phone or in person, to discuss workplace issues, the BR's development as a worksite leader and other matters of concern.

Every Building Representative will receive a manual containing detailed information on the contract, elections, grievance handling and the ILT and many other topics of interest.

All BR's will receive ongoing training as required.

Knowledge, Skills and Abilities Required

Personal integrity, high level of professional performance, good level of interpersonal skills e.g. comfort in speaking with colleagues and managers; basic knowledge of worksite issues, managers and workers and especially, a willingness to learn.

Time Commitment

Most BR's can perform their duties in 1-3 hours per week.

Location

Primarily at the worksite where currently employed with some attendance at Union meetings or elsewhere.

ANNUAL ELECTED BR STIPEND

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

Beginning in the 2017-2018 school year, the Building Representative structure will allow for the following:

- Buildings with less than 50 bargaining unit members will elect 1 (one) building representative;
- Buildings with 50 – 99 bargaining unit members will elect up to 2 (two) full building representatives. Each will serve as BR **and** serve on ILT as a voting member;
- Buildings with 100 – 150 bargaining unit members will elect up to 3 (three) full building representatives. Each will serve as BR **and** serve on ILT as a voting member;
- Buildings with greater than 150 bargaining unit members will elect up to 4 (four) full building representatives. Each will serve as BR **and** serve on ILT as a voting member.

There will be two payments – one in December and one in June (except for the August workshop gift card distributed on day of workshop), allocated as follows:

<50 Bargaining Unit Members (1 BR)		50-99 Bargaining Unit Members (2 BR's)		100-149 Bargaining Unit Members (3 BR's)		>150 Bargaining Unit Members (4 BR's)	
August Workshop	\$100 gift card	August Workshop	\$100 gift card	August Workshop	\$100 gift card	August Workshop	\$100 gift card
BR Briefing + Regular Membership Meetings	\$30 each x 8*	BR Briefing + Regular Membership Meetings	\$30 each x 8*	BR Briefing + Regular Membership Meetings	\$30 each x 8*	BR Briefing + Regular Membership Meetings	\$30 each x 8*
Chapter Meetings/Wkshps	\$10 each x 8*	Chapter Meetings/Wkshps	\$10 each x 8*	Chapter Meetings/Wkshps	\$10 each x 8*	Chapter Meetings/Wkshps	\$10 each x 8*
Building Level Duties	\$40 per semester	Building Level Duties	\$40 per semester	Building Level Duties	\$40 per semester	Building Level Duties	\$40 per semester
*3 (max) in the first semester & 5 (max) in the second semester							

Each of the levels will still have the option to elect Co-BR's (potential of 8 Co-BR's in largest school). 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 before the membership meetings and other goes to the annual workshop.

Chapter meeting sign in sheets must be faxed to 513-961-0629 or turned into the Director of Organization at the CFT office. The Director of Organization will pro rate stipends based on BR participation in the events listed above.

BR may send assistant or alternate to briefings and membership meetings if unable to attend. BR must indicate to the Director of Organization that they are sending an alternate. BR assumes reimbursement responsibility, if any, with assistant or alternate.

CFT/CFOP POLICY ON CHAPTER MEETINGS

CFT/CFOP 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/worksite or the union membership at the school/worksite 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/CFOP Chapters (i.e. members) at each school/worksite to meet periodically.

Chapters should meet monthly, but each CFT/CFOP 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/CFOP Building Representative and Instructional Leadership Team for the following school year, and to conduct any other business. The CFT/CFOP 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 an itemized 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

BUILDING REPRESENTATIVE CHAPTER MEETING REPORT (PRINT VERSION)

(This report is available in a Microsoft Word Template online at www.cft-aft.org/forms for download if BR would rather type than fill out manually)

Building Representative _____

School Name _____

Date of Chapter Meeting _____

Topics Discussed at Chapter Meeting (if you need more space, use second sheet of paper):

1. _____

2. _____

3. _____

4. _____

5. _____

Action Taken (if any)

Number of members attended _____

Please send report and copy of *Chapter Meeting Sign In Sheet* to Ralph Jackson in the pony at the CFT office or via fax at 513-961-0629. This report is a requirement for part of the annual Building Representative stipend

BUILDING REPRESENTATIVE CHAPTER MEETING REPORT (Typeable Version)

(This report is available in a Microsoft Word Template online at www.cft-aft.org/forms for download if BR would rather type than fill out manually)

Building Representative _____

School Name _____

Date of Chapter Meeting _____

Topics Discussed at Chapter Meeting (if you need more space, use second sheet of paper):

1. _____

2. _____

3. _____

4. _____

5. _____

Action Taken (if any)

Number of members attended _____

Please send report and copy of *Chapter Meeting Sign In Sheet* to Ralph Jackson in the pony at the CFT office or via fax at 513-961-0629. This report is a requirement for part of the annual Building Representative stipend

CFT STANDING COMMITTEES

BUDGET COMMITTEE:

The Budget Committee prepares the yearly budget for the fiscal year of July 1 to June 30, 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 priorities with the Board of Education.

COMMUNITY OUTREACH COMMITTEE:

The Community Outreach Committee shall work with the 3rd Vice President to encourage, support, and advance stronger ties within the community.

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, 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) Contacting 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 (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 research centers around equity for all. 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.

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/MEMBER SERVICES 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 Fall Celebration at the beginning of the school year. Additional activities throughout the year might include fund-raisers. The committee also seeks the cooperation of assorted local, state, and national businesses on discounted services and merchandise for CFT/CFOP members. The committee works in conjunction with OFT, AFT, and the AFL-CIO agencies to make CFT/CFOP membership pay off in as many ways as possible.

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	Manggrum, 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	Hiltenbeutel, 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
Craigo, Robert	Kappell, Lorraine	Pierato, David	Weil, Joseph
Curp, Richard	Kappahn, 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 Kapphahn became president, Richard Kiley vice president, Elma Bole secretary, Gordon, treasurer, and Roger Blust chief labor delegate.

1966

In February, Kapphahn 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,"¹²³⁴⁵ 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 Amspauigh 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 (CFOP) 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.

1984

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.

1985

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 CFOP 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.

CFOP (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 CFOP 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/CFOP 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/CFOP 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/CFOP 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/CFOP 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/CFOP 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.

CFOP 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/CFOP 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/CFOP 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 CFOP 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 HMO Premier 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 CFOP 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 CFOP only 2.5% and no improvements in working conditions, staffing or safety issues. CFT and CFOP 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 CFOP 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. CFOP 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 5th and O'Neal 6th. 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 CFOP activist passed away. CFT's Recording Secretary since 1990, Naren was a founder of CFOP, served as its Grievance Chair from 1979, and helped lead CFOP 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 2nd 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.

CFOP 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 CFOP 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 CFOP 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. CFOP 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 CFOP 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 CFOP 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 CFOP 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 CFOP staff employees and notified CFT that immediate payment was required. CFT/CFOP members approved a temporary, three year dues increase at the November Membership Meeting, allowing CFT/CFOP 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/CFOP 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/CFOP 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, CFOP 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/CFOP 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, 1st VP; Scott Grunder, 2nd VP; Tricia Deaton; 3rd 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. CFOP 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/CFOP 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 CFOP 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. HMO Premier 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/CFOP made a financial donation to the new Underground Railroad Freedom Center.

Charter schools proliferate and drain away millions from CPS.

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

2004

Dr. Florence Newell named CPS Board of Education President.

CFT and CFOP 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 1st VP Ralph Jackson retired as a CPS teacher and continues to serve the remainder of his term as CFT 1st 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/CFOP 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 CFOP appointed a bargaining team to negotiate a Severance Incentive Plan. Negotiations occurred before, during and after Winter Recess.

2005

CPS continues declining enrollment. At the December 13, 2004 Board Meeting, the Board of Education voted to merge, consolidate and close several schools effective in the 2005-2006 school year. CFT/CFOP did not agree with the recommendations made to the Board and regretted that schools have been impacted this way. The following Board of Education actions were taken: **Merger:** Eastwood with Woodford (Woodford Paidea); **Consolidations:** McKinley w/ Linwood, Bramble w/ John P. Parker & Kirby Rd. w/ Chase Elementary; **Closings:** Hyde Park and Losantiville. Definitions of Merger & Consolidation were clarified in the CFT Newsliner Vol. 1, Issue 6. As of February, 2005, approximately \$45 million was transferred from CPS to Charter school accounting for roughly 10% of the districts operating budget.

The Severance Incentive Plan was ratified unanimously at the CFT January Membership Meeting. CFOP also unanimously ratified the Severance Incentive Plan. Participants were capped at 600. The plan was expected to save approximately \$100 million over a four year period. Those who chose to participate in the severance plan received up to \$60,000.

CFT Field Representative Marsha Hodges and Professional Issues Representative Denise Hewitt announce retirement. Joyce Hooks, a long time CFT activist replaced Marsha Hodges as Field Representative. The Professional Issues Rep position was reduced to a .6 and was filled by long time member Diana Porter.

April 2005, CFT/CFOP writes resolution requesting that our members NOT patronize Frisch's and Golden Coral. Craig Maier, Co-Chairman of the CBC, stated that the CBC would not support a levy in November. Resolution posted in Newsliner Volume 1, Issue 11 (April 2005).

The CFT/CFOP Office moved locations from Madison Rd to 2721 Central Parkway, Suite B (south end of Greater Cincinnati Credit Union building), due to the sale of the Hamilton Mutual Insurance building the offices used to reside in. Unfortunately, the severance plan failed to prevent RIF's and the notices went out on the same day the CFT/CFOP staff were moving. The office phone lines were not yet connected and pandemonium occurred. President Sue Taylor, personally handled most calls and assured the teachers who received notices that each one would be challenged and grievances would be filed.

The RIF's engendered a great degree of controversy and consternation, much of it resulting in a misconception about how the "training, experience, and individual qualifications" clause in the contract was applied.

Modifications were made to the TES Comprehensive Evaluation to include: 1 – replacement of portfolio with checklists or evidence packets. 2 – Classroom observations were reduced from five to four with an additional conference added and 3 – Stronger Professional Development.

CFT Bi-annual elections were held. President Sue Taylor and current Executive Council ran unopposed.

CPS improves academic rating on the Ohio Report Card to Continuous Improvement.

CFT/CFOP awards the Lifetime Achievement Award to Ralph Jackson at the Annual BR Workshop.

September 18, 2005 – Former AFT President Sandra Feldman dies at age 65.

Ohio Legislators introduce new legislation to pool all Ohio School Employees into a Statewide Health Care Plan otherwise known as HB66. OFT launches "Hands off Our Health Care" campaign and vows to educate legislators so they understand exactly how pooling will affect the budgets and lives of school employees.

Susan Cranley, Eileen Cooper-Reed, Catherine Ingram, & Melanie Bates elected to School Board in November. Bates winning by 57 votes over CFT/CFOP endorsed Harriet Russell.

Arbitrator's Ruling sets a precedent concerning RIF criteria. After grievances were filed on behalf of RIF'd employees due to mis-interpretation of Section 270.2 of the contract, Arbitrator Mitch Goldberg ruled that the criteria negotiated by CFT and CPS were not "unreasonably discriminatory, capricious or clearly erroneous." There was no contract violation. "The Board and the Union determined and applied the criteria of training, experience and individual qualifications in accordance with their contractual obligations." "The grievances are denied to the extent that advanced education must be included as a separate and independent factor for determining...RIF criteria".

2006

Susan Cranley elected as CPS Board President and Eileen Cooper-Reed was elected as Vice-President.

2006 OFT Convention held in Cincinnati at the Millennium Hotel.

“Hands Off Our Health Care” coalition grows to contain members of OFT, OAPSE, AFSCME Council 8, Columbus Education Association, Akron Education Association, SEIU and the American Association of University Professionals.

79th AFT Convention held in Boston, MA , July 19-23, 2006

OFT Endorses John Brackett and Mark Fredrick for STRS Board. Neither candidate was elected

CPS retains Continuous Improvement ranking on the Ohio State Report Card.

Bargaining Teams begin preparing for negotiations. CFT bargaining team approved by members at the September 2006 membership meeting included: Michael Benton (CFT 1st VP), Paul Godfrey (District-wide Instrumental Music Teacher), Scott Grunder (CFT 2nd VP), Steve Hayes (Librarian Curriculum Council Chair), Julie Henderson (Early Childhood), Tim Kraus (CFT Collective Bargaining Chair), Barb Luken (Committee Member), Marsha Manner (Intervention Specialist) and Rick Santoro (CFT BR & committee member).

Part Time Professional Issues Representative, Diana Porter retires in May. Lesley-Ann Smillie serves as Interim Professional Issues Representative.

CPS Votes to revise the Facilities Master Plan to eliminate “7,000 student seats” by a combination of downsizing schools as well as closing existing schools.

November 2006, Bargaining Teams worked with facilitators to establish ground rules and formats. Each team agreed to use a modified problem-solving approach to collective bargaining. The CPS Negotiations team consisted of: Bruce Breiner, Victoria Crook, Susan Hiles-meadows, Stacey Hill-Simmons, Scott Hornblower, Paul McDole, Laura Mitchell, Mary Ronan, Jacquelyn Rowedder, Beth Schnell, Whitney Simmons and Anthony Smith.

December 3, 2006, Prior CFT President, Current OFT President, Tom Mooney dies of heart attack. OFT 1st VP Kathy Young assumes OFT Interim Presidency.

Tom Mooney Scholarship Fund Established

CFT/CPS Bargaining Teams agree to contract extension through February, 23, 2007.

2007

Health Care Bargaining begins on January 12, 2007 and is bargained separately from CBA.

HB66 – Health Care Pooling Bill Stopped.

Eileen Cooper-Reed elected as President of Board of Education (by divided vote), Melanie Bates was elected as Vice-President of Board of Education also by divided vote.

Lesley-Ann Smillie hired as full time Professional Issues Representative.

CFT President Sue Taylor is elected OFT President.

April 2007, CFT/CFOP members elect Tim Kraus as CFT President.

Health Care negotiations ended with all bargaining units settling on a groundbreaking employee contribution formula. Instead of a tiered formula based on various salary levels, that was used in the past, a more fair and equitable formula was devised. The new formula based employee contributions on a percentage of each employee’s base salary. The percentages were set depending on whether the employee opted for a single, single +1 or family plan. The “Working Spouse Provision” was also instituted in these negotiations. The “Working Spouse Provision” stated that if an employee’s spouse had health insurance available to them through their employer, and the cost to them was less than \$150/month, the spouse was “mandated” to their employers coverage or pay a fee to stay on CPS Health Insurance.

Other new requirements resulted from the Health Care Negotiations in 2007 such as if an employee was to receive their Benefit Bank allotment, they had to take a Health Risk Assessment and an Dependent Eligibility Audit would be conducted by CPS in order to remove “ineligible” dependents from CPS’s Health Care Plan.

CFT Field Representative Joyce Hooks retires. Don Luckie, former Grievance Chair, is hired as Joyce’s replacement.

H.B. 190 mandates additional background check requirements for licensure.

CPS put levy on ballot – Issue 22 passes.

CPS Superintendent Rosa Blackwell retires – Mary Ronan appointed as Interim Superintendent.

2008

CPS – Levy – Issue 10 passes- Pure grass-roots campaign. CFT/CFOP members donate over \$10,000 to campaign.

CPS Begins Superintendent Search

CFT Wins Arbitration – On January 26, 2007, CPS inappropriately dismissed a large number of Long Term Substitutes. CFT challenged the dismissal through the grievance process and ultimately through arbitration. On May 6, 2008 the arbitrator rendered his decision. *“The grievance is sustained. The long-term substitutes that were assigned to daily substitute positions are entitled to be compensated as long-term substitutes for the remainder of the 2006-2007 school year. They shall recover any losses of wages and benefits. This award specifically does not address any claims for contractual status or additional claims for compensation as long-term substitutes for the 2007-2008 school year under Section 620 (10) (d)”*.

Former CFT President (1969 – 1979), Roger Stephens dies.

CPS begins Dependent Eligibility Audit for Health Care.

AFT deploys and unprecedented number of representatives to Cincinnati to help with the United States Presidential Campaign.

CPS achieves number 1 rating amongst the Ohio 8 in overall progress on the State Report Card, meeting 9 of the 30 indicators. The next closest district to be Columbus meeting 6 of the 30 indicators.

2009

CFT/CFOP Members (with other bargaining units) vote to take a pay freeze for 2009.

CFOP achieves victory in employee re-instatement. The Civil Service Commission ruled that employee was wrongfully terminated and ruled that employee be re-instated with full back pay.

CFT Bi-annual elections held. CFT/CFOP members elect a New President, Julie Sellers (elementary teacher) and a new executive council. The new CFT/CFOP officers along with Sellers as President, Dan Neeley (Western Hills Engineering) as 1st VP, Mary Rutledge (SSW) as 2nd VP, Lillian Carter (N. Avondale Montessori) as 3rd VP, Julia Wiant (Hughes Center) Treasurer, Raynal Moore (Western Hills Engineering) Secretary, and Robert Sturdevant (Western Hills University) as Chief Labor Delegate.

CONSTITUTION

**CONSTITUTION
of The
CINCINNATI FEDERATION OF TEACHERS**

As Amended through May 2018

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, office personnel and other employees of the Cincinnati Public Schools (CPS) into relations of mutual assistance and cooperation.
- Section 2. To promote and protect the rights of all teachers, office personnel and other employees of CPS.
- 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, office personnel and other 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, school social workers, 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 who are members of the Cincinnati Federation of Office Professionals (CFOP)/CFT bargaining unit employed by or on lay-off from the Cincinnati Public Schools, and all CFT staff are eligible for membership. Teachers on disability shall remain eligible for membership for five (5) years. Supervisory and administrative personnel are not eligible for membership.
- Section 2. Teachers and 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, 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 two delegates shall be members of the CFOP bargaining unit. 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 two delegates shall be members of the CFOP bargaining unit.
 - 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 be a member of the CFOP bargaining unit.
 - 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 CFOP bargaining unit.
 - e. OFT Executive Council--delegates shall be elected at the regular biennial election of officers. At least one delegate shall be a member of the CFOP bargaining unit.
- 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, the CFT vice president elected from among members of the CFOP bargaining unit and any CFT member who is a committee chair for a state or national affiliate 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 | e. Treasurer |
| b. Executive Vice-President | f. Secretary |
| c. Vice-President for Organizing | g. Chief Labor Delegate to the Greater |
| d. Vice-President for Community Engagement | |
| h. Cincinnati Central Labor Council | |
| i. CFOP Vice President (elected only by members of the CFOP bargaining unit, also serving as CFOP President). | |
- 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. CFT members who are members of the CFOP bargaining unit shall elect a CFT Vice President designated as the "CFOP Vice President".
- 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 ground rules 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. The president shall be an ex-officio member of all committees except the Audit Committee. The president 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 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. Executive Vice-President--The Executive vice-president shall chair the Executive Council, coordinate committees, and act for the president in the absence of that officer.
- Section 3. Vice-President for Organizing --The vice-president for Organizing 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 Executive 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. Vice-President for Community Engagement--The vice-president for Community Engagement shall represent CFT to community organizations and assist the president in the performance of his/her duties.
- Section 5. The CFOP Vice President – The CFOP Vice President shall represent CFOP members on the Executive Committee and co-ordinate collective bargaining and grievance processing for members of the CFOP bargaining unit in cooperation with other CFT officers and the CFT staff. (The duly elected President of CFOP shall serve as CFT’s CFOP Vice President).
- Section 5. Treasurer--The duties of the treasurer shall be:
- To receive, record, and deposit in the name of CFT all money from dues and other sources;
 - 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;
 - To keep adequate records available at all times for the Executive Council and the Audit Committee;
 - 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.
 - 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;
- 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 consultation with the president and shall employ all other staff. CFT staff salaries shall be tied to the CPS teacher or staff compensation schedule. CFT staff shall receive all appropriate increments according to the corresponding CPS teacher or staff salary schedule while serving on CFT staff. Staff shall perform their duties under a contract approved by the Executive Council and under the direction and supervision of the CFT President.
- Section 6. The Executive Council shall report its activities at each regular membership meeting through reports provided by the Executive 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 a member of CFT and the CFOP bargaining unit shall be elected biennially by CFT members who are members of the CFOP bargaining unit. Nine area coordinators shall be elected biennially by CFT members who are not members of the CFOP bargaining unit, and who are not daily rate (other than long term substitutes), substitute teachers. One area coordinator who is a daily rate substitute shall be elected biennially by those CFT members who serve as daily rate 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)
 - b. Legislation and Political Action
 - c. Collective Bargaining
 - d. Grievance
 - e. Educational Policies
 - f. Social Activities/Member Services
 - g. Labor and Community Relations (Chief Labor Delegate will chair)
 - h. Community Outreach
 - 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;
 - B. Collective Bargaining;
 - C. Grievance;
 - D. Educational Policies;
 - E. Social Activities/Member Services
 - F. Community Outreach;
 - G. Human Rights;
 - 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. The Member Services Committee shall seek the cooperation of assorted business and monitor their Services.
- 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 Community Outreach Committee shall work with the 3rd Vice President to encourage, support and advance stronger ties within the community.
- Section 9. The Human Rights Committee shall recommend policy regarding racial, philosophical, gender, and ethnic identity.

ARTICLE X

MEETINGS

- Section 1. CFT Chapter 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 BARGAINING UNIT

- Section 1. CFT members that are included in the bargaining unit represented by the Cincinnati Federation of Office Professionals (CFOP) are entitled to all the rights of CFT membership and are subject to all of the obligations of CFT membership. Members of CFT, who are members of the CFOP bargaining unit, may also elect the "CFOP Vice President" and a CFOP area coordinator as referenced above.

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 Executive 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 ground rules 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 for conducting the election 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 2018

ARTICLE I

DUES

- Section 1: Annual dues for members on full-time teacher contracts shall be 1.30% 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 .0065 of a starting teacher's salary plus per capita payments to affiliated organizations (1/2 of 1.30%). 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 .000325 of a beginning teachers salary plus per capita payments to affiliated organizations (1/4 of 1.30%).
- Section 3: Annual dues for members in the CFOP bargaining unit shall be 1.30% of a beginning support specialist salary plus per capita payments to affiliated organizations. Annual dues for part-time employees in the CFOP bargaining unit shall be .0065 of a beginning support specialist salary plus per capita payments to affiliated organizations (5/10 of 1.30%).
- 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 and CFOP negotiations teams, consisting of no more than nine (9) members each, 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 CFOP negotiating team will be selected according to the guidelines in the CFOP Constitution in Article 8. The negotiations teams shall negotiate contract proposals with the Board of Education.
- Section 2. Proposed collective bargaining contracts shall be presented at CFT and/or CFOP Membership meetings announced at least 24 hours in advance. Collective bargaining contracts shall be ratified by a majority of members in the respective CFT and CFOP bargaining units voting by secret ballot at their schools, designated work sites or at the CFT office. Separate ratification votes shall be conducted for the CFT and CFOP bargaining units. Only members in good standing may cast ratification ballots. Proposed contracts 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 or other designated union members under procedures approved by the Executive Council. This ratification procedure shall also apply to any agreements negotiated pursuant to reopeners 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, that are entered into during the term of a collective bargaining contract shall be ratified by a majority vote of the members covered by the proposed amendments at a general membership meeting, provided the proposed amendments 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 membership 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. At the discretion of the Treasurer and President a portion of the amount budgeted for legal services may be used to pay the compensation of any Attorney on the CFT staff. 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: Elected CFT and CFOP officers and CFT staff shall maintain no business or financial interests which conflict with their fiduciary obligations to CFT, CFOP and their members.
- Section 5: The president, executive vice-president, the CFOP vice president, and any CFT member, who is a committee chair for state or national affiliate, shall be delegates to all affiliate meetings.
- Section 6: The CFT shall indemnify and pay the costs of defense, through counsel selected 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. The Executive Council will consider and respond to any demand for indemnification.
- Section 7. Any proposed exception to or waiver of any provision of a collective bargaining contract shall be reviewed by the Executive Council prior to a membership meeting. Any exception or waiver to a provision in any collective bargaining contract 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. Only CFT members who are included in the bargaining unit subject to the proposed exception or waiver may vote on a proposed exception or waiver.

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 at the subject school or site according to procedures established by the Executive Council.

Signed

President

Cincinnati Federation of Teachers, Local 1520

As Amended by vote at CFT Membership Meeting on May 9, 2018 (First reading on April 11, 2018; second reading on May 9, 2018.)

ROBERTS RULES AT A GLANCE

Type	Motion	Purpose	Second Required?	Debatable?	Amendable?	Required Vote	May Interrupt A Speaker
Privileged	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
Incidental	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
Subsidiary	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

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 as 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.

The Professional Development Fund information will no longer be posted on the CFT/CFOP website. Instead please use the link below to access the most up to date information on applying.

<https://sites.google.com/a/cpsboe.k12.oh.us/cps-human-resources/professional-development-fund>

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 (CFOP).
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/CFOP 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
 - 2055 Reading Rd, Suite 120
 - Cincinnati, Ohio 45202
 - 961-2272The CFT office will verify that the employee is represented by CFT or CFOP.
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 (CFOP) 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 CFOP 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 CFOP. 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/CFOP 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.

Teacher Transfers

§250 TEACHER TRANSFER PROCEDURES

1. Early Retirement Notification

In order to anticipate staffing needs for the following school year, there will be two (2) Early Retirement Incentive options:

Option I: Teachers will declare their intent to retire at the end of the school year by September 30. If a teacher chooses this option, they will sign a contract to this effect and be exempt from evaluation, and creation of SLOs. Teachers will receive an incentive of five (5) additional days of sick leave conversion (1 for 1).

Option II: Teachers will declare their intent to retire at the end of the school year by December 31. If a teacher chooses this option, they will undergo evaluation and create SLOs. Teachers will receive an incentive of five (5) additional days of sick leave conversion (1 for 1).

2. Vacancy Announcement

a. Honoring Transfer Requests

Teacher requests for transfer will be honored if positions are available and the teacher is qualified for a particular vacancy. However, a teacher who is in the intervention program may not apply for transfer unless approved by the Peer Review Panel.

Teachers shall be considered for vacancies by school interview panels according to procedures described in e. below. At the time a teacher is offered a position, s/he shall either accept or refuse the position. If a teacher accepts a position, s/he may be required to report to that assignment. However, a teacher who was surplus from a building may return to that site until the first day of the new school year. However, a surplus teacher who has accepted a transfer may elect to waive his/her right to return to his/her original school and to serve instead at the newly assigned school for the coming school year.

A teacher may refuse a voluntary transfer after accepting a position only for extenuating circumstances and if it is feasible to reassign the replacement.

b. Vacancy Announcements, Applications and Timeline

The Board shall announce throughout the district vacancies known for the following school year. Teachers who submit a request for transfer shall be considered for the announced vacancies. The district shall at the same time post Lead Teacher vacancies, indicating if there are vacancies at those schools for which Lead Teachers may apply.

Transfer Round

One continuous seven (7)-week transfer round will take place as close to the beginning of February as possible. If the individual school budgets are completed earlier, the transfer round timeline may be adjusted. Weekly updates shall be made through addendums. All surplus teachers shall be placed by Human Resources by June 30.

Week One	Initial posting will take place as close to the beginning of February as possible and shall remain open for one calendar week (includes the weekend). Posting shall remain open for five (5) days
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Week Two-Three	First period interviews for eight (8) days (Monday of week 2 through Wed. of Week 3).
Week Three-Four	Break to continue offers and acceptances and HR processes (Thurs. of week 3 through Thurs of week 4).
Friday, Week Four	Posting of addendum of newly created vacancies as a result of positions being filled during the First Transfer Round period.
Week Five	Postings remain open.
Week Six-Seven	Second period interviews.

New Hires

New Hires will start the interview process for all remaining positions as of March 15. For any position posted in the first period of the Transfer Round for which there are no properly licensed internal applicants, the school may interview and hire external candidates for positions after the close of the initial period.

c. Teachers Returning From Leave of Absence

Such teachers shall have the opportunity to apply for vacancies and shall be considered along with teachers requesting transfer. Teachers scheduled to return from leave of absence who are not placed by July 1 shall have priority for placement along with surplus teachers.

d. Modification of Dates

The Federation President and the Superintendent will meet annually to set staffing time line dates. They may agree to modify specific dates used in these transfer procedures to accommodate the school calendar. Modifications must be announced before the annual process begins. The dates for budget and staffing activities will be established and announced annually.

*Job share deadline: Prior to the beginning of the transfer round.

*CPS Job Fairs will be open to both internal and external candidates.

e. Selection Process

The Board and Federation agree that teachers and principals should have a greater role in selecting teachers to fill vacancies. Therefore, the parties agree that such decisions shall be discussed jointly by the principal and teachers in that department, team, or level at the school. These provisions apply only to positions, which serve at a single school and report to the principal.

When vacancies occur, teachers in the department, team, primary or intermediate unit shall elect no more than four (4) teachers in the unit, one (1) of whom shall be the lead teacher in the unit, if any, to serve with the principal or designee as an interview panel. In schools, the team and the principal or designee shall constitute the interview panel, with the addition of a teacher in the same subject area as the vacancy who shall be appointed by the ILT.

When vacancies occur in school wide positions, including elementary and middle school art, music and physical education specialists, educational support personnel, librarians and teacher-librarians, the ILT shall select four (4) teachers to serve with the principal or designee as an interview panel. If three (3) or fewer teachers remain in a team, department or unit, the ILT shall select additional teachers to serve on the interview panel to reach a complement of four (4). The panel shall review any relevant written information provided by the applicant or by the principal, and interview preferred applicants. Following such review and the interviews, the panel shall select a teacher for the vacancy. In making its decision, the panel shall apply criteria stipulated in f. and g. below.

Interview Panels: Each Team and/or Department shall submit to Human Resources the names of teachers serving on the Interview Panels by January 10. This will be shared with the CFT.

Applicant Pool: The Interview Panel shall review the complete list of applicants for the posted position. Once the Interview Panel reviews the entire list, recommendation for scheduling interviews shall be made.

Selection of a candidate requires the agreement between the principal and a majority of the teachers of the selection panel and is final unless f. and/or g. are not followed.

A team of teachers or the majority of the team with appropriate certification for the posted positions may apply for vacant positions at any school, which has a sufficient number of vacancies.

For vacancies occurring during summer recess, the principal shall be responsible to make good faith efforts to contact all screening panel members. At least two (2) members of the screening panel must participate in the summer selection process.

f. Interview Panel Protocols

The interview panel shall create a list of interview questions. Scoring rubrics shall be created for each question. Panel members shall score each question individually. Score sheets shall be scored, dated, and signed by each panel member. The interview panel shall tally the score sheets together. After the decision is finalized, the Principal shall hold score sheets and tallies until September 1 of the following school year, provided there are no grievances against a position. If a grievance has been filed regarding a position, the Principal shall retain the score sheets and tallies until the grievance(s) have been resolved.

Other information that may be considered by the panel includes:

- Resume
- Evaluation Results
- References
- Observations

g. Determining Factors in Granting Transfer Requests

If more than one (1) teacher who is properly licensed or certified requests a transfer, seniority will not be considered unless training, experience, and individual qualifications are substantially equal. In that case, seniority shall control the choice.

h. Withdrawal of Transfer Request

A teacher may withdraw his/her name from the transfer list at any time prior to written notification of transfer from the Human Resources Office.

i. Vacancy Announcements to Non-Public School Sites

Vacancy announcements shall be distributed through email and website postings, where available.

j. Newly Created Positions

The Board shall include newly created positions in district-wide vacancy announcements. Such positions include full time teaching assignments and non-classroom student service positions not previously available at a school.

If such a position is created after the June 1 vacancy announcement, a notice shall be posted to the school and district website and emailed to all teachers assigned to the school where the position will be created and who possess appropriate certification or licensure. The Board will allow one (1) calendar week from the date of the notice for teachers to apply before filling the position. Such vacancies are subject to the provisions in §220 Assignment and §250 Transfer.

k. Notice of Transfer Granted

All notices of transfer shall be in writing from the Human Resources Office

Cincinnati Federation of Teachers Contract Interpretation (Training, Experience, Individual Qualifications and Seniority).

The collective bargaining agreement refers to the use of “training experience and individual qualifications” and “seniority” with respect to teacher assignments (Section 220-5) and surplussing (Section 250-3-a). CFT interprets “training, experience and individual qualifications” and “seniority” as follows, in prioritizing the selection of teachers for assignments or surplussing.

Individual Qualifications

Qualifications refers to each teacher’s license or certificate. Preference goes to teachers with the proper license or certificate for the position in question, with the goal of filling the position with a *Highly Qualified Teacher* as that term is used in state law and regulations.

A teacher with the proper license or certificate to be considered highly qualified for the position in question who is also credentialed as a Certified *Lead Teacher* would be preferred to a teacher without Lead Teacher status.

Training

Training refers to any specialized, in depth training that is content or program specific, such as Montessori, VMI or NewTech training, which is required or preferred for the position to be filled. “Training” does *not* refer to a B.A., M.A., Ph.d. or other degree from an institution of higher education, since a degree(s) is a presumed requirement for the teaching license referred to under “Individual Qualifications”.

Experience

Experience refers to years teaching in the grade band (Example: pre-K-3, 4-6, 7-8, and 9-12) and/or subject area (Example: Social Studies, Music) of the position in question; or years teaching in an applicable program or specialty (Example: Montessori).

If such years of experience are equal, the preference goes to a teacher with longer experience in the relevant school.

Seniority

Seniority is defined at Section 260 of the contract.

Date: February 27, 2018

Julie Sellers, President
Cincinnati Federation of Teachers

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.

CURRICULUM COUNCILS

Curriculum Councils are elected bodies established by the Federation to represent teachers in the various subject areas as well as support service professionals. Curriculum Councils will work cooperatively with the Superintendent's Designee and other appropriate administrative units to develop and maintain high quality curriculum, assessment instruments and practices, and select and/or create high quality teaching materials. Curriculum Councils will provide teachers for textbook selection committees and for development or revision of curriculum and assessment instruments. Councils also provide a vehicle for teachers to communicate among themselves about effective teaching practices, research and other new developments in their disciplines, communicate with professional organizations in their disciplines and with external agencies which impact on teachers or can assist teachers in their work. Councils are encouraged to plan professional development activities for their constituents.

Each Curriculum Council shall have a chairperson, which shall be a lead teacher position. The Chairperson shall be selected by the Council's Steering Committee and approved by the Superintendent's Designee.

In addition, each Council shall have the opportunity to send one elementary delegate and one secondary delegate, one of whom shall be the Chairperson or designee, to the national convention of the professional organization for that discipline, funded by the Professional Development Fund. The Fund's expense and reporting guidelines shall apply.

The Curriculum Council Chairpersons shall together constitute the Interdisciplinary Council; the Superintendent's Designee shall meet at least quarterly with the Interdisciplinary Council to discuss the district's instructional programs and act, as needed, to improve quality. Further, the district shall designate a liaison to each of the Curriculum Councils for on-going communication. Resolutions of Curriculum Councils may be presented to the EIP after having been reviewed by the Interdisciplinary Curriculum Council. The EIP shall respond to the resolution within 45 days.

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. English Language Arts (all K-12 teachers of Reading, Writing, English and Journalism)
5. Intervention Specialists (all K-12 Intervention Specialists)
6. Career Technical Education (all Career Technical funded teachers such as Engineering Design, Manufacturing Operations, and Construction Management)
7. Foreign Language (all K-12 Foreign Language teachers)
8. Fine Arts (all K-12 teachers such as Art, Music, Drama, and Dance)
9. Librarians/Media Specialists (all elementary and secondary Librarians/Media Specialists)
10. Educational Support Personnel (all elementary and secondary Counselors, Nurses and Health and Wellness personnel, Speech Pathologists (including auxiliary), Psychologist (including auxiliary) and Visiting Teachers)
11. Early Childhood Education (all Pre-school teacher, Daycare instructors, and K-3 teachers)
 1. Primary K-3 (all K-3 teachers focusing primarily on those that are self-contained)
 1. ESL (all teachers of English as a Second Language and Bilingual School teachers)
 1. PE/Health (all K-12 Physical Education and Health teachers)

updated July 2019
adopted November 11, 1992
Cincinnati Federation of Teachers

Certificated Staff Professional Meeting Schedule

2019 – 2020

Parent/Teacher Conferences

Your school's ILT should select the days to hold Parent/Teacher Conferences. **Please be mindful of the district calendar to avoid scheduling these meetings at a time that may conflict with items on the calendar.** Be certain to schedule conferences during a time that is best for parents to attend based on your individual community. **Certificated staff members are not required to report on November 5th and November 27th due to banked time.**

Requirement: The ILT will schedule two 3-hour conference days in the 1st semester **and** two 3-hour conference days in the 2nd semester.

Learning Team Meetings

Schools should follow the Learning Team meeting schedule below. **Certificated staff need to register through Mayerson website using code – 12523.17478. Register now and once for all 4 days.** On the day of the Learning Team Meeting, certificated staff must sign in. Principals will submit attendance sheets to Mayerson for credit. Certificated staff need to use leave time for any Learning Team meeting they miss. **Staff is not required to report on February 3rd due to banked time.** Session topics will be developed by ILT. The Curriculum Department and Curriculum Councils may provide required trainings/suggestions.

November 6th (Building) – 90 minute session

February 5th (Building) – 90 minute session

March 4th (Building) – 90 minute session

April 1st (Building) – 90 minute session

This is a new registration code.

Professional Development Release Days

Students are released on the days below in order for teachers to attend professional development from 8:30 a.m.-3:30 p.m. **Certificated staff need to register through Mayerson website using code – 12522.17477. Register now and once for all 4 PD days.** On the day of PD, certificated staff must sign in. Principals will submit attendance sheets to Mayerson for Building PD credit. The District will submit attendance sheets to Mayerson for District Wide PD Credit. Certificated staff need to use leave time for any PD Day they miss. **Building PD will be developed by ILT.**

August 13th (Building)

August 14th (District)

August 15th (District)

August 16th (District-teachers plan and work in classrooms)

This is a new registration code.

Building Professional Meeting Days

Students are released on the days below in order for staff to meet and complete professional duties within their building.

August 12th May 22nd *October 21-certificated staff do not report

Safe Schools will require a certain number of hours that teachers will need to complete in the 2019-2020 school year. Please plan accordingly.

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.

Adopted: 3/22/99

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

Passed by Membership June 14, 1999

	Conversion Charter	New Charter
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 Essential Responsibilities

1. Collaborate with building principal and school staff at the beginning of the school year but no later than September 15, identifying who will perform the various responsibilities involved with ETR and IEP development and implementation.
2. Collaborate with building principal and school staff members to schedule and facilitate monthly meetings.
 - a) Review building compliance during monthly meetings through CPS Cognos Reports and CPS District policies and procedures.
 - b) Disseminate monthly updates provided by Department of Student Services' (DSS) Case Coordinator Meetings.
 - c) Create a GroupWise email distribution list to ensure that all pertinent school staff members will receive consistent and timely electronic communication.
3. Participate in a minimum of fourteen hours of district training for Case Coordinators.
4. Collaborate with Intervention Specialists and related services staff to provide guidance to DSS staff regarding the need for additional support for building-based training.
5. Act as liaison between the building staff and the Student Services Managers in all areas related to compliance.
6. Work collaboratively with the Intervention Specialists to answer questions or address concerns related to the provision of special education.

*Ratified 9/11/13
Cincinnati Federation of Teachers
Membership Meeting*

PEER ASSISTANCE AND REVIEW PROGRAM GUIDELINES

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. The program may use up to 20 Consulting Teacher positions. Presently, the program is known as the Peer Assistance and Evaluation Program.

In 2000-01 the Board and the Federation developed teacher evaluation standards, procedures, and a rubric for assessing the standards. The new Teacher Evaluation System (TES) was adapted from the work of Charlotte Danielson.

In 2006-07, the PRP was expanded to twelve members (six teachers appointed by the CFT and six administrators appointed by the Superintendent.) In 2007-08, the PRP returned to ten members (five teachers appointed by CFT and five administrators appointed by the Superintendent).

II. Purpose

The purpose of the Peer Assistance and Review Program is to assist and develop teachers throughout our district. PARP 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, teachers may be assisted by a District Wide Mentor whose work is separate from the administrator who evaluates his/her performance.

Through Comprehensive Assistance and Review, The PARP seeks to assist teachers who exhibit serious instructional deficiencies. When assigned, District Wide Mentors work with these teachers to improve their instructional skills and to bring the teachers to an acceptable level of performance as defined by the teacher's career category.

III. Roles

A. Peer Review Panel (PRP)

The PRP serves as the governing body for the program and shall recommend to the Superintendent guidelines consistent with the 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 Federation President or his/her designee and Superintendent or his/her designee shall be responsible for the day-to-day operation of the program. These members are the co-facilitators of the PRP. They shall serve alternately on an annual basis as facilitator of PRP meetings and shall be responsible for providing an agenda. The PARP Facilitator will work with the Federation President (or designee) and the Superintendent (or designee) to set the meeting agendas. The PARP secretary shall keep minutes for each meeting. The co-facilitators of the PRP shall meet with the District Wide Mentors at least four times during the school year.

The PRP

1. Selects and oversees the work of the District Wide Mentors.
2. Receives and reviews records of assistance, walk-throughs, observation reports, conference notes, improvement plans, and any other documentation submitted into eTPES by administrators, District Wide Mentors, and appraisees.
3. Considers and acts on appeals by appraisees.
4. Oversees and approves professional development provided to District Wide Mentors prior to and during the assignment as District Wide Mentors.
5. Notifies District Wide Mentors of the times and dates of PRP meetings.
6. Meets with District Wide Mentors when needed.
7. Provides assistance requested by District Wide Mentors.
8. Monitors the budget.
9. Sets monthly dates for meetings of Pairs with District Wide Mentors.
10. Assists with recruitment of District Wide Mentors.
11. Meets at least monthly at a regular time.

B. Principals

1. Shall orient all teachers to the local school's policies, procedures, and practices.
2. Shall conduct and/or oversee evaluations of all teachers on annual evaluation.
3. Shall inform District Wide Mentors of any concerns about appraisees.
4. May inform PRP at any time of concerns about the performance of District Wide Mentors.
5. Shall provide District Wide Mentors returning to the classroom with the same or similar teaching assignments and conditions.
6. May refer teachers who demonstrate teaching deficiencies to a Comprehensive Assistance and Review according to the guidelines in the CBA.

C. District Wide Mentors

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 teaching and classroom management techniques, orienting them to record-keeping requirements, demonstrating teaching and/or co-teaching, arranging for observation of other teachers, and planning for instruction.
2. Shall mentor teachers on district initiatives, the appropriate content standards and other relevant curriculum materials.
3. Shall observe and evaluate teachers assigned to their caseloads.

4. Shall plan and implement practicum for new hires.
5. Shall meet with the PRP monthly to review caseload progress.
6. Shall maintain a weekly schedule of activities in the District Wide Mentors' Office.
7. Shall send copies of any observation reports and evaluation forms to the principal and to the PRP pairs as completed.
8. Shall be responsible for submitting all required documentation to the PARP Facilitator who will then forward it to the Department of Human Resources by the designated dates in accordance with the Collective Bargaining Agreement and the PARP Guidelines.

D. Program Facilitator

1. Facilitates/Oversees all aspects of PARP.
2. Oversees office procedures.
3. Sets up summer training for District Wide Mentors.
4. Assists District Wide Mentors in writing and/or distributing documentation.
5. Assists District Wide Mentors in monitoring their caseload progress.
6. Liaison with administrators to clarify caseloads on a continual basis.
7. Prepares and distributes all materials to Peer Review Panel.
8. Schedules PRP Meetings.
9. Disseminates minutes of the PRP meetings.
10. Communicates PARP guidelines to school-based administrators and to other districts upon request.
11. Serves on various citywide and/or district-wide committees that may impact the PARP.
12. Assists in scheduling new teacher induction and practicum.
13. Schedules and facilitates staff meetings.
14. Attends all Peer Review Panel meetings, presents District Wide Mentor concerns, and disseminates information regarding ongoing activities of PARP.
15. Maintains close contact with co-facilitators of Peer Review Panel.
16. Monitors daily and weekly schedules and ensures these schedules are kept up to date.
17. Develops and implements professional development for new District Wide Mentors emphasizing the importance of meeting contractual deadlines.
18. Contacts building/district level administrators and union officials as necessary.
19. Attends conferences with District Wide Mentors and their appraisees as needed.
20. Develops caseloads, validates eligibility, and prioritizes candidates for the program with assistance from the District Wide Mentors.
21. Interacts with visitors regarding the PARP.
22. Represents district and PRP as necessary.
23. Performs other duties as assigned by PRP.

IV. District Wide Mentor Performance Management

A. Evaluation of District Wide Mentors by the PRP

The PRP shall oversee the work of District Wide Mentors. The Peer Review Panel shall conduct a mid-term written evaluation on each District Wide Mentor prior to Winter break. Each District Wide Mentor will receive a final written evaluation by their Peer Review Panel by May

The Teacher Programs Facilitator will keep a copy of the evaluation and the District Wide Mentor will receive the original. If a member of PRP has concerns regarding a District Wide Mentor's performance, the Teacher Programs Facilitator will be notified who will then consult with the PRP co-facilitators.

B. Return of District Wide Mentor to the Classroom

Upon completion of their assignments to the PARP, District Wide Mentors have the right to return to the original

schools and to the same or similar teaching assignments and conditions with no loss of building seniority provided they exercise the right no later than the expiration of their first term. A District Wide Mentor exercising his/her rights to return to their original school or similar teaching assignment must provide written notification to the Director of Human Resources and copy current administrator by the second Friday in January.

The PRP may return any District Wide Mentor to a classroom position at any time following a conference with the District Wide Mentor 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 Review Program or because of concerns about the District Wide Mentor’s work performance.

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

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

V. District Wide Mentor and Part-time Position Tasks and Hours

The PRP shall appoint part-time District Wide Mentors in areas where there are only one or two appraisees. Such District Wide Mentors will receive extended hours up to the allotted amounts in the table below. Pay will be tied to contractual hourly rates and will be changed as the contractual hourly rate changes. The District Wide Mentor will be allocated up to 12 substitute days per year. They shall assume all duties of a District Wide Mentor including monthly staff meetings. A full time District Wide Mentor will be assigned to assist them when possible. All part-time positions shall be posted each year.

Pay for Part-time District Wide Mentors:

Description	Hours
CTES Certification Training: CTES Basics Evidence Collection Levels of Performance	18
Staff Meetings	2 hours/month =18
New Hire Full Assistance	41
New Hire General Assistance	Hourly
C.A.R. Assistance	52

Program Facilitator/District Wide Mentor Pay

The Program Facilitator and District Wide Mentors shall receive lead teacher stipends consistent with the Career in Teaching Program agreement as compensation for conferences, in-service activities, practicum, and other professional duties related to the position, including 5 additional days before or after the school year. A District Wide Mentor who is not a lead teacher shall receive an annual stipend of \$3,250.

VI. Caseload

A full-time District Wide Mentor shall have a maximum caseload of 20 teachers.

VII. Selection of District Wide Mentors

The District Wide Mentor position is a Lead Teacher position. Human Resources shall email all District Wide Mentor postings to Lead Teachers and Principals during the school year. Summer postings will be emailed to Lead Teachers and Principals and posted on the AppliTrack. The PRP co-chairs and facilitator shall review the wording of the vacancy announcement. The PRP shall consider any Lead Teacher applicant(s) who is properly certified for an available District Wide Mentor position. However, if no Lead Teacher applies who is qualified for the position, the PRP may consider non-Lead Teacher applicants.

The following guidelines shall apply if District Wide Mentor 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. Consistently skilled or accomplished evaluations.
3. Currently in a classroom position or serving in the discipline appropriate to the District Wide Mentor position within the past two years in the Cincinnati Public Schools.

Applicants shall provide professional references from a teacher and a principal with whom they have worked. The PRP shall select District Wide Mentors from among applicants meeting minimum qualifications and may develop other selection procedures.

VIII. Selection of Program Facilitator

The Superintendent and CFT President will agree on a person to administer the Teacher Evaluation System, PARP, and Career in Teaching Program for the three-year term, nonrenewable annually by agreement of the Superintendent and the CFT President.

After three years, the Superintendent and the CFT President will agree on a Lead Teacher selected from the pool of teachers rated as Skilled or Accomplished. This person will serve a three-year term, nonrenewable annually by agreement of the Superintendent and the CFT President. The position can be extended per the language in the CBA.

IX. Professional Career Levels and Advancement

Category	Description
Resident Educator	A Resident Educator is a teacher who has met initial licensure requirements and is working to Develop the skills required for a career in teaching. The annual evaluation is administered by a Building principal with peer assistance from a site based mentor and will be conducted in the first year the teacher enters the district. If in the teacher's second year, the principal places them on an Improvement Plan, they will receive assistance from a District Wide Mentor. A Resident Educator is not eligible to apply for lead teacher credentials.
Career Teacher	A Career Teacher is a teacher who has met the requirements to obtain a professional license and has demonstrated the skills needed to have a career in teaching. A Career Teacher has scores of at least skilled or equivalent in each of the standards in which they are assessed. The Career Teacher has an approved IPDP. The Career Teacher will undergo an annual evaluation by the building principal or can elect to undergo a credentialing evaluation in order to obtain lead teacher credentials and/or a continuing contract. If a Career Teacher does not have the scores of at least skilled or equivalent in each of the standards in which they are assessed they will be referred to the Comprehensive Assistance and Review Program.

Advanced Teacher	An Advanced Teacher is a teacher who has met the requirements to obtain a professional license and is continuing to master the art of teaching, demonstrating an accomplished level of teaching in a majority of the standards in which they are assessed. The Advanced Teacher has an approved IPDP. The Advanced Teacher will undergo an annual evaluation by the building principal or can elect to undergo a credentialing evaluation in order to obtain lead teacher credentials and/or a continuing contract. If an Advanced Teacher does not have the scores of at least skilled or equivalent in each of the standards in which they are assessed they will be referred to the Comprehensive Assistance and Review Program.
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X. Comprehensive Assistance and Review

Teachers must be placed on CAR by the first Friday in November, in order to be recommended for non-renewal and termination by the second Friday in March. For CAR Referrals made after the first Friday in November, but before the second Friday in March, or for CAR cases where the panel decides inadequate assistance was provided, PRP will not send a review to the Superintendent that school year.

PRP will give ongoing feedback to the DWM and principal in regards to the implementation of Targeted Assistance.

Assistance must be completed and final reports presented at the February PRP meeting. A PRP Review will be given to the Superintendent by the last Friday in February.

Teachers in danger of termination due to inadequate progress or failure to complete an Improvement Plan will be placed on Comprehensive Assistance Review (CAR). Teachers who demonstrate serious performance deficiencies may also be referred to CAR by the building administrator.

Comprehensive Assistance and Review will include the following:

1. The building administrator completes at least the annual pre-conference and announced formal observation.
2. The building administrator completes the process outlined on the CTES CAR referral form.
3. One follow-up interview with the teacher conducted by the principal, who will explain why the teacher is being referred to Comprehensive Assistance Review and will provide the teacher with a written copy of the PARP Guidelines.
4. After the follow-up interview, a meeting of the principal and the District Wide Mentor with the referred teacher will be held in order to intervene and develop a plan of assistance and its duration required in order to improve teacher performance. The plan may include two (2) additional observations by an OTES credentialed evaluator who, with the principal, will make a recommendation to the Peer Review Panel, which will act upon that recommendation by providing targeted Comprehensive Assistance Review.
5. Targeted Comprehensive Assistance and Review may include the following:
 - Continued assistance by District Wide Mentor who maintains a record of assistance.
 - Demonstration lesson with pre- and post-conference.
 - Visiting Day with a pre- and post-conference.
 - Two to four additional observations to bring the total number of observations to six, conducted by a Credentialed OTES evaluator (DWM and/or administrator).
 - Participation and completion of assigned professional development/course work.
 - Access to PARP practicums.
6. The PRP shall receive all evidence/data from the CAR process in order to provide a review to the Superintendent that represents the consensus of the Panel. This review should be submitted to the appraisee and Superintendent by the last Friday in February.
7. If a teacher is put on CAR by the first Friday in November and a recommendation for non-renewal or termination is going to be made, it must be done by the second Friday in March.
8. If the teacher is placed in CAR after the first Friday in November and before the second Friday in March, a

recommendation for non-renewal or termination must be made by the second Friday in March of the following school year.

XII. Documentation and Peer Review Panel Review

All observation reports and other documentation by principals and DWM shall be submitted to the PRP as completed on all appraisees. Completed documentation submitted to the PRP becomes part of the official evaluation record (except for CAR observations by DWM). Appraisees shall receive copies of all such material. District Wide Mentors shall provide copies of formal observation reports, interim status reports, and final evaluation forms to principals.

Each District Wide Mentor shall report monthly to the PRP to review the progress of his/her caseload. The format used for reporting will be either whole group or in administrator-teacher pairs, as determined by the PRP co-chairs. When pairs are used, the pairs shall report to the full PRP on the District Wide Mentor's recommendations regarding all cases, evaluations that do not meet the level of performance as stated in the CTES document and interim reports, and any other issues or concerns.

XII. Appeal Process

The Superintendent and Federation President shall each appoint five (5) members to a CTES Peer Review Panel. The Panel shall review CTES appeals of teachers and determinations by evaluators. The only scores that may be appealed are those for teacher performance. Teachers may appeal their scores by sending a written *Request for Review* to Human Resources within ten (10) working days of receiving the final scores on the CTES Annual or CTES Credentialing evaluations. The CTES Peer Review Panel shall review the documentation and determine if the evidence supports the scores given by the evaluators.

A teacher on CAR who does not agree with the review of the PRP that is submitted to the Superintendent, may submit a written appeal to the Superintendent no later than 4:30 p.m. on the first Friday in March. A statement setting the grounds for the appeal shall be included, and the teacher is encouraged to attach any other documentation needed to substantiate his/her appeal. The Superintendent will consider the appeal and respond by the second Friday in March clearly stating his/her recommendation for the appraisee's release, non-renewal/termination, or continuation on CAR. In addition, any teacher who receives a written notice of the intention to terminate or not re-employ the teacher shall have the rights specified in §300.3.d, e, or f and ORC.

XIII. Contract Rights

Teachers appraised through Comprehensive Assistance and Review retains all rights afforded to them by the Collective Bargaining Contract between the Cincinnati Federation of Teachers and the Cincinnati Board of Education.

XIV. Transfers

A teacher who is in the Comprehensive Assistance and Review shall not be eligible for a voluntary transfer, unless approved by the Peer Review Panel. If a teacher who is in the Comprehensive Assistance and Review is surplus, Human Resources shall place the teacher after conferring with the building principals involved.

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 CFOP Members Contribute to COPE?

YES!! Payroll deduction is available for CFOP 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?

Three dollars (\$3.00) per check for 26 checks and receive a CFT Sweatshirt!

“COAST” Agreement

"COAST" AGREEMENT

THIS AGREEMENT made this 30th day of December, 2002 by and between the Cincinnati Public Schools Board of Education, 2651 Burnet Avenue, Cincinnati Ohio 45219 ("CPS"), and Thomas E. Brinkman, 3215 Hardisty Drive, Cincinnati, Ohio 45208 and Coalition Opposed to Additional Spending & Taxes, PO Box 8091, Cincinnati, Ohio 45208 ("COAST") (together referred to as "Plaintiffs"). The parties are collectively referred to as the "Parties."

WHEREAS Plaintiffs filed a lawsuit styled as Brinkman v. Cincinnati Public Schools Board of Education, Case No. C-1-02-774, U.S. District Court for the Southern District of Ohio (the "Lawsuit") and

WHEREAS the Parties wish to resolve the Lawsuit without further expense or time.

NOW THEREFORE it is agreed as follows:

1. Further Definitions

a. "CPS Property" means property owned or controlled by CPS and includes all real property, personal property, equipment, fixtures and trade fixtures owned or controlled by CPS.

b. "Political Signs" means signs advocating in upcoming elections the election or defeat of candidates for public office or the passage or defeat of ballot issues.

c. "Other Political Advertisements" means printed or electronic materials or messages advocating in upcoming elections the election or defeat of candidates for public office or the passage or defeat of ballot issues, other than Political Signs, including without limitation advocating a particular vote on the same or seeking funds, volunteers or other resources to advance any such candidate or issue.

d. "CPS Personnel" means W-2 employees of CPS, except for the Superintendent, only during the periods of time that they are working for CPS (i.e., hours for which they are being paid by CPS) or on CPS Property.

2. Signs

CPS will strictly enforce a policy of preventing the display of all Political Signs and Other Political Advertisements on CPS Property, except as stated herein. CPS will remove all such offending signs from CPS Property promptly, but in no event later than 24 hours (on days that CPS schools are open) or 72 hours (on days that CPS schools are closed) following the time that responsible persons are notified or become aware of the existence of such offending signs on CPS Property. In the event that CPS fails to remove the offending signs, it will remove the same promptly upon notice of the same to the General Counsel of CPS, and thereafter provide an exclusive period of time for display to the opposing side of such debate that is equivalent to the period of time of the offending display. In addition to the foregoing, during the period of time that is seven days before an election, if an offending sign is not removed within 24 hours, then Plaintiffs lawfully may enter the exterior areas of CPS Property without notice and remove the same.

3. Non-use of CPS Property and Personnel

CPS will strictly enforce a policy of preventing CPS Property and/or CPS Personnel from being used by CPS for assemblies, rallies, messages at assemblies and rallies, organizational meetings, forums, and the promulgation and distribution of printed and electronic messages advocating the election or defeat of candidates for public office or the passage or defeat of all ballot issues, subject to the exceptions listed below in paragraph 4. CPS will use reasonable efforts to prevent such communications using CPS Property and/or CPS Personnel. In the event CPS fails to do so, it will thereafter promptly (a) use reasonable efforts to cause the offending forum or resource to be discontinued; and (b) to the extent practical, provide a similar forum or resource to the opposing side of such debate.

4. Activities not restricted by this Agreement

Notwithstanding any other provision of this Agreement, nothing in this Agreement shall deter or prevent, or be construed to deter or prevent any of the following:

- a. Meetings as provided in section 3313.78 of the Ohio Revised Code;

b. Uses as provided in section 3313.76 of the Ohio Revised Code;
c. Uses for the purposes provided in section 3313.77 of the Ohio Revised Code;

d. Distribution and/or posting of bulletins, notices and other pertinent materials by the Cincinnati Federation of Teachers through the inter-school mail delivery system, bulletin boards and mailboxes as protected in Section 130(2) (or any comparable successor provision) of the Collective Bargaining Agreement between CPS and the Cincinnati Federation of Teachers. Notwithstanding the foregoing, in the event that the Cincinnati Federation of Teachers utilizes the inter-school mail delivery system, bulletin boards and mailboxes to post or circulate Political Signs or Other Political Advertisements, then CPS will (i) notify Plaintiffs of the same; (ii) provide Plaintiffs (or another party designated by Plaintiffs) an opportunity to distribute opposing materials utilizing the same forum. In addition to the foregoing, during the period of time that is seven (7) days before an election, if the Cincinnati Federation of Teachers utilizes the inter-school mail delivery system, bulletin boards and mailboxes for such purposes, Plaintiffs may utilize the same forum(s) for an electoral or non-electoral communication of its choosing at any time during the period that is twenty four (24) months following the communication or display.

e. Events on CPS Property that are non-partisan in nature and that do not advocate one particular viewpoint involving an upcoming election, including candidate nights, debates and public assemblies where public figures including elected officials speak (but were not invited for the express purpose of advocating their election or the passage or defeat of ballot issues, unless in a debate or other format where competing views are represented);

f. Displays of historical materials that include political signs, buttons and other materials involving past elections;

g. Discussions, meetings, work or other use of CPS Property or CPS

Personnel in connection with the consideration of what requests CPS will prepare and make for public support, preliminary to a levy or other issue being placed on the ballot;

h. Discussions during CPS School Board meetings or meetings of CPS School Board committees;

i. Any activity representing an individual exercise of constitutional rights by any person consistent with the intent of this Agreement that CPS Property and CPS Personnel not be used to advocate the election of particular candidates or the passage or defeat of particular ballot issue (e.g., individual e-mail usage by CPS Personnel not using CPS Property to broadcast an advocacy statement to comprehensive e-mail groups of CPS Personnel);

j. Meetings of community councils and other non-profit groups on CPS Property, so long as there is no unconstitutional discrimination as to what groups may meet on CPS Property; and

k. Student activities and classes within CPS classrooms, including discussion of electoral issues and political campaigns in civics classes and otherwise.

5. Reporting

In addition to the reporting requirements under Section 4(d) above, for two years following the effective date of this Agreement, CPS will report in writing to Plaintiffs any failure to comply with any of the foregoing as it learns of the same. In the event of any failure of CPS to so self-report and the Plaintiffs uncover and report the same to CPS, then in such event CPS will pay to Plaintiffs their additional reasonable investigative and attorneys fees incurred in documenting, reporting or enforcing the Agreement with respect to that particular failure.

6. Expenses and attorney fees

CPS will pay to Plaintiffs or directly to their attorneys if Plaintiffs so direct the following amounts: \$1,582.65 in expenses, and \$14,971.25 in attorney fees. CPS will pay any unpaid court costs relating to the Lawsuit.

7. Dismissal of Lawsuit

Plaintiffs will dismiss the Lawsuit without prejudice within seventy two (72) hours of the payment of the expenses and attorney fees set forth in Section 6 above. Plaintiffs shall not bring a subsequent action that asserts any claims arising from the past facts alleged in their Complaint or Amended Complaint, which particular allegations and claims are being settled by this Agreement.

8. Attorney Fees for Breach of Agreement

In the event that it is determined by a court of competent jurisdiction that CPS has breached the Agreement, CPS will pay to Plaintiffs their reasonable attorney fees and expenses incurred in prosecuting the action for breach of the Agreement. Nothing in this Agreement will prevent Plaintiffs from seeking relief under 42 USC § 1983, et seq., for any allegation of any violation of their rights under the United States Constitution.

IN WITNESS WHEREOF, the Parties execute this Agreement through individuals duly authorized to sign below, as of the date first set forth above.

October 1, 2004

Ms. Susan C. Taylor, President
Cincinnati Federation of Teachers 1520 Madison Avenue, Suite 101
Cincinnati, Ohio 45206

Re: Rights of School Employees in the Context of COAST Agreement

Dear Sue:

The Cincinnati Public Schools and COAST have entered into an agreement, dated December 30, 2002, purporting to govern the manner in which the Cincinnati Public Schools and its employees interact with the public on CPS property or using CPS resources with respect to the election or defeat of candidates, or the approval or disapproval of ballot issues. While CPS must comply with its agreement, CFT members have various free expression and association rights under the U. S. and Ohio Constitutions. Here are some points that can be communicated to your members concerning their First Amendment rights and any lawful restrictions imposed by the agreement:

WHAT CFT MEMBERS CAN DO REGARDING BALLOT ISSUES AND CANDIDATES

1. "CPS Time" and "CPS Property". CPS employees on their own time, away from CPS property, may exercise their First Amendment rights to support or oppose ballot issues or candidates. Streets, alleys and sidewalks adjoining school buildings are not CPS property.
2. Participation of CPS Teachers and Other Personnel on Levy Related Activities. CFT, CASE or any other political campaigns or advocacy groups can recruit CPS personnel to volunteer their time or participate in activities promoting or opposing ballot issues or candidates if not done on CPS time or property. Under the First Amendment, CPS personnel have the right to independently volunteer to participate in ballot issues or candidate campaign events, and to do so in free association with other CPS personnel, whether or not they are teachers, supervisors or administrators. While CPS personnel cannot be directed by their supervisors to participate in campaign activities, they remain free citizens entitled to participate in such activities on their own time.
3. Use of the CFT Internal Mail Privileges and Bulletin Boards. CFT continues to have the right under its Collective Bargaining Agreement to communicate with its members using the CPS internal mail system. CFT may also post materials related to tax levies, or ballot issues on the CFT bulletin boards. CFT has no obligation to notify COAST of its use of internal mail or to share bulletin board space with COAST.

4. Public Events on CPS Property. The agreement does allow public meetings or forums on CPS property whether directed to parents or students at which members of the public are exposed in a nonpartisan way to various candidates and points of view on ballot issues. CPS personnel may freely attend these events. So long as they are not presiding over or directing the events, CPS personnel should feel free to express their own views during any public discussion of candidates or issues at such forums.

5. Use of Electronic Communication Devices. CPS personnel are free to use any non-CPS internet accounts, phones or fax devices to communicate their views.

6. Instructional Activities within Classrooms. Depending upon the nature of the class and the pertinence of the subject matter, a teacher may exercise his or her First Amendment and academic freedom rights to share his or her personal viewpoints with students concerning public issues. Teachers have First Amendment and academic freedom rights to share their personal views on candidates or ballot issues in the context of a classroom discussion of the issues or candidates of the day. A teacher can continue to exercise these rights so long as advocacy of a particular ballot issue or candidate is not directed by a CPS supervisor, or coordinated with a CPS supervisor.

7. Campaign Buttons or Stickers. Traditionally, CPS personnel have exercised the right to wear stickers or buttons favoring candidates or ballot issues. Nothing in the agreement with COAST prevents CPS personnel from individually exercising that right of free expression.

8. Encouraging Voter Participation. CPS personnel may always encourage citizens to vote. Nothing in the COAST agreement prevents CPS personnel, on or off CPS property, or on or off CPS time, from encouraging citizens to vote without advocating a particular vote for or against an issue or candidate.

9. Education v. Advocacy. CPS personnel, at their own initiative and not by direction from CPS, may distribute to students and parents during school hours and on school time educational information concerning public issues or candidates which neither advocates nor opposes a vote in favor or against.

CPS employees continue to have the right to freely associate with one another and to work in support of or opposition to candidates or ballot issues so long as they do so on their own time, and so long as they do it independently, without direction from their supervisor at CPS.

Sincerely,

Donald J. Mooney, Jr.

DJM/gf

284365.1
10/1/2007

Grievances

Grievances: A Guide for CFT Building Reps.

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.

CFOP: 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 or his/her designee. A meeting should be held within seven (7) 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.

CFOP: 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 designee for Labor 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 60 days of receiving the Level Two decision. The arbitrator's decision shall be final and binding.

CFOP: 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 Federation may demand a hearing before a binding 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, CFOP, 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 grievant 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/CFOP 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.

Appeal Rights at Each Level
Cincinnati Federation of Teachers/CFOP
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/CFOP 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/CFOP 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/CFOP 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 CFOP)

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

Grievant's Signature

Revised 9/00

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 CFOP Office 3) Department of Human Resources

Appeal – Level 1

CFT/CFOP appeals the above decision to Level

Date

Signature of CFT/CFOP Representative

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

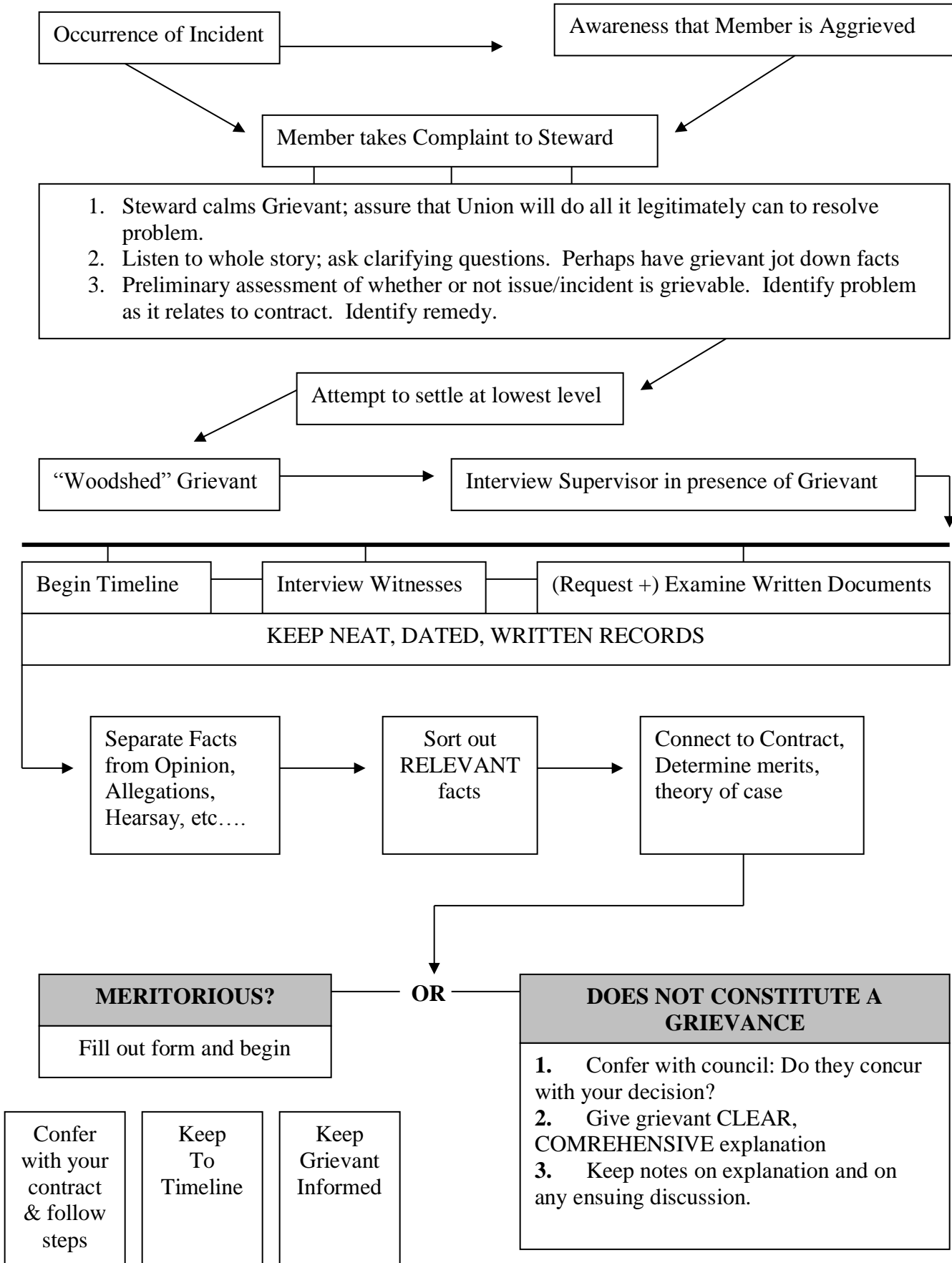
Appeal – Level 2

CFT/CFOP appeals the above decision to Level 3

Date

Signature of CFT/CFOP Representative

Grievance Flow Chart



C.F.O.P

Cincinnati Federation of Office Professionals

C.F.O.P EXECUTIVE COUNCIL
Cincinnati Federation of Office Professionals (CFOP)
Leadership Roster

CFOP Officers

Coronda Wilson, President
Kelly Singleton, 1st Vice President
Cheryl Whittaker, 2nd Vice President
Carol Smith, Secretary

Executive Council Members

Janet Fine
Fannie Carradine
Nicole Keith
Tamala Paul
Kelly Singleton
Steve Spohn
Barbara Kendrick
Coronda Wilson
Carol Smith
Sybyl White
Angel Archer

Committee Representation

Kelly Singleton, Benefits
Vacancy, Benefits

Janet Fine, Budget Commission

Steve Spohn, Grievance

Barb Kendrick, Health and Safety

Tamala Paul, Clerical Resource Specialist

Area Coordinator

Fannie Carradine

Area Representatives

Nicole Keith, High School
Sybyl White, Elementary
Angel Archer, Elementary

Floor Representatives

Janis Barnett, 1st Floor Ed Center
Sue Kees, 1st Floor and Basement Ed Center
Carol Smith, 2nd Floor Ed Center
Candace Patterson, 3rd Floor Ed Center
Anita Khamisi, 3rd Floor Ed Center
Sheila Floyd, Iowa Street

Note: The CFOP President is a member of all CFOP standing, joint, and special committees

CFOP EXECUTIVE COUNCIL & MEMBERSHIP MEETINGS 2019-2020

EC MEETINGS – 2nd Tuesday of the Month – 5:00 p.m.
MEMBERSHIP MEETINGS – 3rd Thursday of the Month – 5:00 pm

CFOP Executive Council Meetings		
Month	Dates	Location
August – Joint CFT/CFOP	1	CFT/CFOP Office
September	10	CFT/CFOP Office
October – Joint CFT/CFOP	3	CFT/CFOP Office
November	12	CFT/CFOP Office
December	10	CFT/CFOP Office
January – Joint CFT/CFOP	9	CFT/CFOP Office
February	11	CFT/CFOP Office
March – Joint CFT/CFOP	5	CFT/CFOP Office
April	14	CFT/CFOP Office
May - Joint CFT/CFOP	7	CFT/CFOP Office
June	9	CFT/CFOP Office

CFOP Membership Meetings		
Month	Dates	Location
August	No Meeting	N/A
September	19	CFT/CFOP Office
October	17	CFT/CFOP Office
November	21	CFT/CFOP Office
December	No Meeting (Floor Rep Appreciation)	Laborer's Hall, 3457 Montgomery Rd
January	16	CFT/CFOP Office
February	20	CFT/CFOP Office
March	19	CFT/CFOP Office
April	16	CFT/CFOP Office
May	21	CFT/CFOP Office
June	18 (if needed)	CFT/CFOP Office

C.F.O.P Constitution

Cincinnati Federation of Office Professionals CONSTITUTION

Article I – NAME

SECTION 1 This organization shall be known as the Cincinnati Federation of Office Professionals/Cincinnati Federation of Teachers (CFOP/CFT), American Federation of Teachers (AFT), Local 1520, AFL-CIO.

Article II – Purpose

Sections 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 CFOP/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 CFOP members are members of CFT and are encouraged to attend all CFT meetings. CFOP members may run for election to a CFT office and serve on CFT committees.

Section 2 CFOP shall maintain the following affiliations with CFT and, whenever possible, send delegates to the following organizations:

- a. **CFT Executive Council (EC)** – The President and CFOP Area Coordinator shall be the CFOP delegates.
- b. **American Federation of Teachers (AFT)** – The President and at least two (2) 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 two (2) 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 CFOP 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 meetings as part of the CFT Delegation
- g. **The CFOP President shall be a delegate to all affiliate meetings.**

Section 3 A delegate shall be chosen to make a written report to the EC on meetings attended.

Section 4 CFOP, 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 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 Commencing in 2019, Officers will be elected for two year terms by secret ballot conducted in odd numbered years at the same time that CFT elections occur. A plurality of all votes cast for a particular office shall be required for election. (The officers holding CFOP office at the time this Constitutional amendment is adopted shall continue in office until the officers elected in 2019 are installed.)

Section 4 Officers shall be installed at the next regular membership meeting following the election of officers, or at a special meeting held for this purpose.

Section 5 If the office of the President becomes vacant, then the First Vice President shall become President and serve until completion of the term. The President shall make a nomination to fill any other officer vacancy, which nomination must be confirmed by a vote of the CFOP EC.

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 CFOP meetings, shall serve on the CFT Executive Committee and as CFT's CFOP Vice President, shall be the ex-officio member of all committees, shall sign all necessary papers and documents, and shall represent the members when and where necessary. The President shall make a report to the membership at least once each year summarizing CFOP accomplishments and outlining plans for the next year. The President shall appoint committee heads.

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 absence of the President and the 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 Committee
- c. New Membership and Hospitality (Second Vice President shall chair)
- d. Joint Fringe Benefit Committee
- e. Health & Safety
- f. Joint Budget Committee

Section 2 The following ad hoc committee members shall be appointed:

- a. Nominations Committee
- b. Scholarship Committee
- c. Joint Appeals Committee
- d. Clerical Resource / Sub Interview Committee

Section 3 The heads of each of the standing and ad hoc shall be appointed by the President.

Section 4 Members of each Standing Committee shall be appointed by the head of each committee with the consent of the EC. Members of each joint committee shall be appointed by the CFOP President.

ARTICLE VIII – Duties of Committees

Section 1 The Collective Bargaining Committee shall prepare and substantiate proposals in coordination with the CFT bargaining team. It shall present the proposals and then shall negotiate these proposals with the Superintendent and the Board of Education in coordination with the CFT bargaining team. This committee should consist of representatives from the Education Center and Iowa Street, representatives from Senior High and Elementary (K-8) schools. The CFT President shall be an ex-officio member of this committee. Members of the bargaining team will be selected by the Bargaining Chairperson.

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 CFOP EC 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 CFOP Executive Council shall consist of all elected Officers, Area Coordinator, Area Representatives, Clerical Specialist, chairpersons/members of all standing committees.

Section 2 The EC shall administer CFOP/CFT policy as set by the membership at regular membership meetings. It shall have the power to act for the good of CFOP 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 the 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 nor 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 committee members 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 no 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 Rule of Order, newly revised shall govern all cases that are not covered by this Constitution or the By-Laws of this local.

Article XII – Amendments

- Section 1** The CFOP 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 XIII – 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 CFOP/CFT members upon request to the Secretary.

Adopted March 16, 1989

Amended October 16, 1997

Amended February 26, 2007

Amended September 20, 2012

Amended July 3, 2013

Amended April 19, 2018

I.L.T

ILT

Instructional Leadership Team

Role: ILT shall be established so that the principal and other members may share leadership and make decisions. Section 150 page 11-12 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;
- up to two assistant principals;
- two parent representatives selected by the parent members of the LSDMC;
- two non-teaching staff members elected by the non-teaching staff of the school;
- teacher members, as follows:
 - The Federation Building Representative.
 - Any lead teacher serving as program facilitator or in another school-wide lead teacher position.
 - At least one elected representative of special education teachers.
 - Each team, department (of four or more), or level shall have a representative selected through the process outlined in the Career in Teaching Agreement (Appendix D).
 - One elected representative for the Educational Support Personnel teachers in a school. (For this purpose, Educational Support Personnel shall include District employed nurses, speech pathologists, psychologists, school social workers, occupational therapists, physical therapists and counselors.)
 - One elected representative for the specialist teachers in a school. Specialists include art, music, physical education, health, drama, dance, media specialist, technology teachers and building substitutes.
 - Content Innovation Specialists as non-voting members,
 - In addition, at secondary schools the math, science, communications arts, and social studies departments shall have a representative on the ILT. The ILT shall combine other departments (including foreign languages, career paths/business, health) that have fewer than 4 members each for the purpose of 19 representation.
 - Additional teachers shall be elected at large to bring teacher membership to 60 percent 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, adopt a program focus. 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, 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 and LSDMC members within three days. §150 pg. 15.

Parallel Structures: No other structures shall be established by the administration or the teachers to supersede or parallel the ILT.

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.13 TA. 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. 14 TA.

ILT decisions on school offices: School office personnel shall be consulted when the ILT makes decisions regarding office equipment, supply budgets, or clerical staffing. CFOP contract pg. 8.

Fringe Benefits

Health Care

Medical, Prescription and Dental Coverage

2 a. Medical and Prescription Plans

3 Employees electing medical coverage shall choose the Health Maintenance Organization (HMO) or the Point of
4 Service (POS) 300 medical plan.

5 b. Board Contributions

6 Upon application by the employee, the Board will purchase or provide single, employee plus one, or family
7 coverage for any employee appointed for six tenths (.6) time or more, less the dollar amount shown on the
8 monthly employee contribution schedule below, which shall be deducted from the employee's paychecks.

9 c. Right to Opt-Out

10 An employee may decline medical coverage through the Board's Plan. The Board may request proof of
11 alternative coverage. The Board shall pay an employee declining coverage under the Board's Plan \$100/month if
12 eligible for two-person coverage and \$200/month if eligible for family coverage.

13 d. Dental Plans

14 Employees shall also be eligible for dental coverage on the same basis as described above.

15 e. Vision Care

16 A vision care discount will be offered by the district. In addition, vision examinations are covered under the
17 medical plan.

18 f. Employee Contributions

19 Employees electing medical coverage shall choose the HMO, PPO medical plan, or HDHP.

22 The monthly employee contribution for coverage under Board group medical and dental plans shall be as set forth
23 on the attached schedule. The Board established an IRS §125 Plan that treats employee contributions as pre-tax
24 payments. As of July 1, 2007, a Working Spouse Provision is also being continued. Spouses of employees who
25 (1) are employed and (2) are eligible for any other employer sponsored health coverage costing less than \$150.00
26 per month (least expensive option from that employer) cannot be enrolled as a dependent under the CPS health
27 plan unless he/she also selects his/her employer's health care plan. The parties agree for the purposes of defining
eligibility under CPS's healthcare benefits plans, the term "spouse" shall include both opposite-sex and same-
sex spouses as determined under applicable state law at the time and location that the marriage was entered
into. The CPS health plan will include coordination of benefits (COB) equal to the current COB provision in place. In
such cases, however, employees may continue to cover their spouses under the Board's Family or Employee + 1
plans, subject to COB. CPS will conduct another dependent eligibility audit. If a spouse is not subject to the
Working Spouse Provisions due to items (1) and/or (2) above not being met, the Spousal Premiums shown in the
Spousal Premium section below will continue to apply, as set forth on the schedule.

Employee Contribution

(Medical Plan)

35 The contributions for the medical plan for 2011 shall be based using 18 percent of the COBRA rate for ACPSOP
 36 and 20 percent of the COBRA rate for CFT. The contributions for 2012 shall be based using 20 percent of the
 37 COBRA rate for both ACPSOP and CFT. For 2011, premiums are converted to the following percentage of
 38 salary contributions. As a result, contributions will be calculated annually using COBRA rates for that year.
 39

	Single	Employee + 1	Family
POS 300	1.48%	2.96%	4.15%
HMO	1.48% + \$35/Mo	2.96% + \$70/Mo	4.15% + \$98/Mo

40

(Dental Plan)

1 The dental plan will remain the same and benefit levels will continue. CFT and ACPSOP will pay 20 percent of
 2 the dental COBRA rate.
 3

	Single	Employee + 1	Family
Dental	.12%	.31%	.31%

-

Medical, Prescription, Employees Assistance Program and Dental Coverage Changes

7
8

Rx Plan Changes (Applies to HMO and POS)

<i>Rx Co-Pay</i>	January 1, 2011
	In/Out of Network (out of network applies to POS only)
<i>Generic</i>	\$10 / \$10 + 30%
<i>Name Brand</i>	\$30 / \$30 + 30%
<i>Non Formulary</i>	\$55 / \$55 + 30%
Maintenance Rx-	Use of Humana's mail order pharmacy is mandatory for maintenance drugs. A penalty of a 2x copay applies after second fill at retail.
<i>Mail-Order Rx Copay Limit</i>	3.0 times retail copay
<i>Diabetic Supplies</i>	No copay (100% plan paid)

All Rx tiers and coverage conditions are converted to Humana's standard Rx3 formulary (except diabetes supplies – see above)

POS 300 Medical Plan

11

<i>Annual Deductibles</i>	January 1, 2011
	<i>In/Out of Network per year</i>
<i>Single</i>	\$300 / \$600
<i>Single + One</i>	\$600 / \$1200
<i>Family</i>	\$600 / \$1200

<i>Coinsurance</i>	January 1, 2011
	<i>In/Out of Network</i>
<i>Coinsurance (after deductible)</i>	20% / 40%

<i>Annual Out-of-Pocket Limits</i>	January 1, 2011
	<i>In/Out of Network</i>
<i>Single</i>	\$1,500/\$3,000
<i>Single + One</i>	\$3,000/\$6,000
<i>Family</i>	\$3,000/\$6,000

12

	January 1, 2011
<i>Primary (PCP)*</i>	See Deductible/Coinsurance Above Includes OB/GYN & Endocrinologist
<i>Specialist</i>	See Deductible/Coinsurance Above
<i>Allergy Injections</i>	See Deductible/Coinsurance Above
<i>Vision/Hearing Exam/Testing</i>	See Deductible/Coinsurance Above
<i>Reconstruction Surgery</i>	See Deductible/Coinsurance Above
<i>Chiropractic</i>	See Deductible/Coinsurance Above
<i>Infertility</i>	See Deductible/Coinsurance Above
<i>Pregnancy</i>	See Deductible/Coinsurance Above
<i>Birthing Center</i>	See Deductible/Coinsurance Above
<i>PT/OT/ST</i>	See Deductible/Coinsurance Above
<i>Second Surgical Opinion</i>	See Deductible/Coinsurance Above
<i>Urgent Care (in/out)</i>	See Deductible/Coinsurance Above
<i>Emergency Room (in/out)</i>	See Deductible/Coinsurance Above

HMO Premier Plan

Office Visit Co-Pay <i>(includes chiropractic, vision/hearing exams and ST/PT/OT)</i> (In-Network)	January 1, 2011
	HMO Premier
Primary (PCP)*	\$25
Specialist	\$45
* PCP Includes OB/GYN	
* PCP Includes Endocrinologist	

Deductibles (In-Network)	January 1, 2011
	HMO Premier
Single	N/A
Single + One	N/A
Family	N/A

Deductibles (Out-Of-Network)	January 1, 2011
	HMO Premier
Single	N/A
Single + One	N/A
Family	N/A

Out of Pocket Limits (In-Network)	January 1, 2011
	HMO Premier
Single	\$1500
Single + One	\$3000
Family	\$3000

Out of Pocket Limits (Out-Of-Network)	January 1, 2011
	HMO Premier
Single	N/A
Single + One	N/A
Family	N/A
Allergy Injections	January 1, 2011
	HMO Premier
	In Network
	10%

Urgent Care/ ER Copays	January 1, 2009
	HMO Premier
Urgent Care (in/out)	\$35
Emergency Room (in/out)	\$100

Wellness Plan as Successor to Benefit Bank

- A wellness program will be put into place January 1, 2012.
- The plan design is to be determined by the CPS Benefit Committee.
- The plan will cover Disease Management, Lifestyle Management and Case Management.
- Employees and spouses will be provided with the opportunity to earn \$500 each per year in wellness credit. Earned credits will be applied to individual Wellness Health Reimbursement Accounts (HRA) in the calendar year following the year in which they were earned. (2011 credits will be applied in 2012.)
- Maximum HRA balances will be \$1,500 at any one time (applies to both Single/Family accounts).
- Humana Health Assessments completed in the 2010 calendar year will be applied to the HRAs in the 2011 calendar year. Employees will receive their 2011 Benefit Bank allocation (\$350/single, \$425/family) into the wellness account versus the Benefit Bank for 2011. Employees who are retired prior to ratification of the agreement will have until 12/31/2012 to spend their allocated Benefit Bank dollars. All current employees will have until 6/30/11 to spend their allocated Benefit Bank dollars. All Benefits Bank balances remaining will be used to offset District dental and health care costs.
- Separation from Employment – Employees will have 6 months to submit HRA claims incurred prior to their separation from employment. Any balances remaining in the HRA after this 6-month period will be returned to CPS.
- All employees hired after the ratification of this agreement will not receive any benefit bank allocations.
- Audit – The District shall continue to audit participants of the health plans for eligibility.

Opt-Out Incentive/Spousal Premium

- Employee qualifying for Opt-Out Incentive is eligible for the following: Employee Plus One will receive \$100/month. Employee qualifying for Family will receive \$200/month.
- For those spouses who work and who have availability of health care coverage and who are not required to move to their employer's health plan will pay the following spousal premium surcharge; based upon the employee's salary.
- For Spousal Premium based on employee's income:

<i>Spousal Premium/ Month *</i>	January 1, 2011
	New Plan
<i>Under \$30,000</i>	\$80
<i>\$30-\$60,000</i>	\$100
<i>\$60-\$90,000</i>	\$120
<i>\$90,000+</i>	\$140

- Employees qualifying for plans electing Opt-Out are not eligible for MERP.

Benefits Consultant

- The District shall select a Health Benefits Consultant, pending the availability of funds. The Benefits Committee will assist developing the criteria for the selection of the consultant. The consultant shall convene Benefits Committee meetings and provide support.

g. **Right of Board to Change Carriers**

The Board may change the health (medical and/or dental) insurance carrier(s), or provide coverage through self-insurance, provided that:

- (1) the resultant coverage(s) is at least equivalent to the coverage(s) as of July 1, 2011;
- (2) the Board has given the Federation 60 days' notice of the proposed change and an opportunity to be consulted about the proposed change;
- (3) the Board has selected the new carrier(s) through solicitation of proposals, unless the change is to self-insurance; and

6 (4) the Employee Benefits Committee has been given the opportunity to evaluate and make recommendations
7 about the change.

8 h. Eligibility for Coverage While on Leave

9 Teachers shall not be eligible for coverage under the Board group plan unless part or all of the fee is payable by
10 the Board. However, the Board shall pay the full cost for one year of either a single or family health contract (if
11 eligible) less the employee contribution for any teacher placed on unpaid leave of absence due to personal illness
12 or maternity. Employees on such leave of absence for personal illness or maternity for an additional year(s), and
13 employees on other unpaid leaves of absence, shall have the option to continue coverage under the Board Group
14 Plan by paying the full monthly premium. Long-term substitutes shall become eligible for coverage effective the
15 first day of the month following 30 workdays of employment.

16 i. COBRA Coverage

17 In accordance with the provisions of the various sections of 3923 O.R.C., as amended, and Public Law 99-272,
18 Title X (COBRA), as amended, the Board shall offer current and former employees continuation of Medical,
19 Dental, and Prescription coverage in the event of change(s) in marital status, birth or adoption of a child, loss of
20 dependent status, death of the primary insured, or loss/reduction of job/hours.

21 j. Wellness Initiative

22 (1) The program may include: health assessments and screenings; smoking cessation plans; cardiac programs,
23 diabetes care; physical fitness programs; and additional incentives as may be agreed by the parties.

24 This program will be funded by resources that were set aside annually for the benefit bank. Employees will
25 earn credits towards medical reimbursements. These credits will be made available to the employee in the
26 succeeding calendar year. The parties, through mutual agreement, will establish a menu of options from
27 which employees may choose. Credits earned in one year will be available for use in the next year.

28 Wellness account monies will be made available through a debit card as well as a reimbursement process.

29 (2) Participation: Teachers shall be expected to participate in the program for the 2012 calendar year. It is
30 expected that during the 2011 calendar year, employees shall demonstrate and report the behaviors that
31 make them eligible for participation on the program. During this time, educational activities about the
32 program shall be provided by the Benefits Committee.

33 (3) Evaluation: The Benefits Committee shall mutually determine an evaluation system to determine the
34 effectiveness of each program option. The evaluation shall include usage data, cost data, and estimates of
35 how future use may be impacted. The Benefits Committee shall receive data quarterly and shall formally
36 review the evaluation and make recommendations regarding modifications to the wellness program and
37 options by August 1 of each year.

38 k. Employee Assistance Program

39 The Board will continue to offer/provide an employee assistance program. The Employee Benefits Committee
40 shall adopt guidelines concerning the operation of the program.

41 l. Employee Benefits Committee

42 (1) Composition

43 The Board and the Federation agree to continue the Employee Benefits Committee with membership from
44 all unions, representing Board of Education employees. The committee shall include a minimum of two
45 members from each bargaining unit with proportional representation among the bargaining units. The

1 committee shall not be less than 15 or more than 19 in number. The Board shall also be represented on the
2 Committee. Representatives on the committee may call for smaller caucuses of their choosing at any time
3 during the meeting.

4 (2) The role of the Employee Benefits Committee is to:

- 5 (a) recommend needed benefit changes;
6 (b) research, analyze, and recommend benefit providers and changes;
7 (c) communicate to and educate employees about utilization of benefits to promote cost containment
8 and effective implementation of benefits; and
9 (d) provide on-going monitoring of providers' performance and employee concerns.

10 (3) The Employee Benefits Committee shall meet at least once monthly to review health care utilization and
11 plan for future design of the plan. No later than twelve months prior to the expiration of the Board's
12 contract with the health care provider or administrator, the Committee shall meet and review the plan's
13 utilization and cost. No less than six months prior to the expiration of the health care contract, the
14 Committee shall make recommendations to the bargaining units and the Board. Request for a proposal
15 shall be accepted no later than five months prior to the contract expiration with the Committee making a
16 recommendation to the parties as to the carrier, cost and design. Agreement on the carrier, plan design and
17 cost shall be reached no later than three months prior to expiration of the health care contract. Employees
18 on the Committee shall not suffer any loss of pay for reasonable hours of committee duty, which conflict
19 with the employee's scheduled duty hours.

20 m. Additional Voluntary Insurance Programs

21 The Board shall offer voluntary programs group plans for home, auto, long-term care and prepaid legal services
22 payable 100 percent by employees.

23 n. Term Life Insurance

24 Eligibility for the \$30,000 term life insurance shall be extended to include part-time teachers. Full-time teachers
25 are eligible to purchase an additional one-half of their annual take-home salary.

26 o. Termination of Health Insurance

27 The Cincinnati Board of Education shall terminate health coverage immediately for each teacher who is absent
28 without authorized leave, but such coverage shall be reinstated immediately upon the teacher's return to work.
29 During the interim period of time between the start of a teacher's absence without authorized leave and the time
30 when the health care provider is able to terminate the health coverage for said teacher, the Cincinnati Board of
31 Education shall have the right to deduct from the teacher's paycheck, the amount equal to the teacher's pro rata
32 share for health coverage for each day of unauthorized absence up to the time the termination becomes effective.
33 It is expressly understood that such termination of coverage shall continue for any period of time that the
34 Cincinnati Public Schools are closed due to a strike or work stoppage for each teacher who was absent without
35 authorized leave on the last working day immediately before the shutdown.

36 p. Tax Sheltered Annuity

37 Embodying the benefits of Section 403(b) of the Internal Revenue Code of 1954 as amended, the Board may,
38 upon authorization of the teacher, make annual salary deductions to be applied to the purchase of an annuity
39 contract.

40 q. Pay Deductions Authorized By The Teacher

41 Pay deductions may be directed to the following organizations:

- 42 (1) Greater Cincinnati Public School Employee Credit Union
43 (2) United States Savings Bonds
44 (3) United Way
45 (4) Health care provider mutually agreed upon by the Federation and the Board

46

(5) Washington National Insurance

1

(6) Cincinnati Federation of Teachers

2

(7) United Negro College Fund

3

(8) CFT COPE

4

(9) STRS deductions for purchase of service credit

5

(10) Kentucky State Income Tax withholding

6

(11) Greater Cincinnati Community Shares

7

(12) Art Waves (formerly Fine Arts Fund)

8

(13) Others mutually agreed upon by the Federation and the Board

DENTAL BENEFITS



Benefit Plan Design

CINCINNATI PUBLIC SCHOOLS

DESCRIPTION OF BENEFITS

Individual Maximum per calendar year.....\$1500.00

**\$50 Annual Individual Deductible
\$150 Annual Family Deductible
on Basic and Major Benefits only**

Percentage Paid by Dental Care Plus

Preventive Benefits.....100%

Basic Benefits.....80%

Major Benefits.....80%

Orthodontic Benefits.....50%

+ Limited to eligible dependents under 19 years of age
+ Individual Lifetime Maximum - \$1500

A complete description of benefits, limitations, and exclusions are available in the Individual Certificate. Members must receive services from a Dental Care Plus dentist.

Preventive Benefits

Preventive and Diagnostic Services

Routine Oral Examinations.....	limited to two visits each year
Prophylaxis (cleaning)	limited to two each year
Topical application of fluoride	limited to two treatments each year to children under age 18
Bitewing x-rays	limited to one set each year
Vertical Bitewing xrays.....	limited to once every three years (7-8 films)
Periapical x-rays.....	limited to 5 films per year
Entire dental series.....	limited to once every three years OR (at least 14 films)
Panoramic survey (single film).....	limited to once every three years

Basic Benefits

Diagnostic Services

Emergency/limited oral examinations	
Office visit after hours	for emergencies only
Referral consultations and examinations performed by a specialist	
Extraoral x-rays	
Emergency palliative treatment	

Sealants

Permanent molar teeth.....	limited to children under 15 years of age and once every five years per tooth
----------------------------	--

Space Maintainers

Fixed band type.....	only with prior authorization, limited to children under age 19
----------------------	--

Oral Surgery (Includes local anesthesia and routine postoperative care)

Extractions	
• Simple single tooth Extractions	
• Root removal - exposed roots	
Surgical Extractions	
• Removal of an erupted tooth (uncomplicated)	
Incision and drainage of abscess	
Biopsy and examination	
General Anesthesia	only when necessary and provided in connection with oral surgery

Periodontic Services (Includes local anesthesia and routine postoperative care)

Emergency treatment (periodontal abscess, acute periodontitis, etc.)	
Periodontal scaling	limited to four quadrants each year, and root planing as a definitive treatment when pocket depths of at least 4mm are demonstrated
Surgical periodontics	limited to two additional recalls in the (including post-surgical visits) first year following complex surgery
Gingivectomy, Osseous and muco-gingival surgery, Gingival grafting	
Guided Tissue Regeneration	
Periodontal Prophylaxis	limited to two each year following a history of periodontal disease

Endodontic Services (Includes local anesthesia and routine postoperative care)

Root canal therapy, traditional	
Retreatment of previous root canal.....	must be at least 3 years following previous root canal on same tooth
Recalcification and Apexification	

Basic Benefits

Restorative Services (Includes local anesthesia. Multiple restorations on single surface considered as a single restoration.)

Restorations (amalgam, limited to once every two years
composite and sedative fillings) per tooth (same surfaces only)
Pins - pin retention as part of restoration when used instead of gold or crown
restoration

Stainless steel crowns when tooth cannot be adequately restored with filling material
Recementation of inlays, onlays, crowns, bridges, and space maintainers
Repairs to crowns and bridges

Full and Partial Denture Repairs

Repair broken, complete or partial dentures. Replacement of
broken teeth on complete or partial denture. Additions
to partial denture to replace extracted natural teeth.

Major Benefits

Restorative Services limited to once in five
years on same tooth

Gold restorations and crowns are covered only as treatment for decay or traumatic injury and only when teeth cannot be restored with a filling material or when the tooth is an abutment to a covered partial denture or fixed bridge.

- Inlay
- Onlays
- Crowns
- Post and Core

Oral Surgery (Includes local anesthesia and routine postoperative care)

Surgical extractions

- Removal of impacted tooth - soft tissue
- Removal of impacted tooth - partially bony
- Removal of impacted tooth - completely bony
- Removal of impacted tooth - completely bony, with complications
- Surgical removal of residual roots

Pre-prosthetic oral surgery

- Alveoloplasty and vestibuloplasty

Prosthodontic Services

Fixed bridge limited to one original or replacement prosthesis every five years

Complete upper or lower denture limited to one original or replacement prosthesis every five years

Partial upper or lower denture limited to one original or replacement prosthesis every five years

Relining and rebasing limited to once every three years

***Orthodontic Benefits Refer to Plan design for Individual Lifetime Maximum**

Comprehensive Orthodontic Treatment

Other Orthodontic Treatment limited to one appliance per individual

Appliance for tooth guidance

Orthodontic retention appliance

All benefits paid toward orthodontia services by your current employers previous dental carrier(s) will be applied to the Dental Care Plus lifetime orthodontia maximum.

* May or may not apply to your specific plan. Please refer to your benefit sheet in your packet or your benefits administrator for details.



Access Your DCPG Member Services Site

Although we pride ourselves on providing exceptional, personalized customer service to every member who calls us Monday through Friday, 8:00 a.m. to 4:30 p.m., we know there are times when you have questions after business hours. There are also times when it's just easier to go online.

Now, find answers to most of your dental coverage and oral health questions online, 24/7. Still have questions about how and why to access your Member Services site? The following should answer those questions, too.

What Can I Do Through The Member Services Site?

- Review electronic Explanation of Benefits (EOB) forms for your dental services.
- Check the status of your claims.
- Access up to 18 months of your dental claims history with DCPG, as well as the dental claims history of anyone covered through your membership.
- Verify who is covered under your dental benefits, including children age 18 or older who still qualify as dependents under DCPG guidelines.
- Order new membership cards.
- Notify DCPG of a new home address.
- Use our Cost Estimator to determine the average cost of dental procedures within a specific Zip Code.
- Keep up-to-date on the latest in oral health and beautiful smiles.
- Ask-A-Dentist an oral health question via email and get a response from a licensed dentist within 24 hours.
- Identify dentists on our network with a specific mile radius of your home or work.

How Do I Get Started?

Log onto www.dentalcareplus.com. Select the Plan Members tab on the left. Then, double-click on Member Services.

The next step is to create a password. You will need your member number (on your member card). Instructions for creating a password are on the site. These steps ensure that no one but subscribers can access family dental treatment records through the DCPG Member Services site.

What Happens If I Have Trouble Once Online?

During business hours, call us at 513-554-3180 or 800/367-9466. You can also email our Web Help Desk. A Frequently Asked Questions resource is also available.

2019 Wellness Program Scorecard



2019 Wellness Program Scorecard

Complete incentives January 1 - December 31, 2019 and receive wellness dollars on your HRA Card. The dollars earned in 2019 will be available towards the end of the first quarter 2020.

Activity	Frequency/Range	Incentive
* Personal Health Assessment (PHA) AND Biometric Screening Results	Required annually to earn dollars for <i>any</i> incentive on your scorecard.	\$10 \$10
PHA Early Completion Bonus Complete your online PHA and submit your biometrics by November 30, 2019	Annually	\$50
Preventive Screenings		
Physical Examination (pre-op and work physicals NOT eligible for credit unless noted by PCP)	Annually, completed by primary care physician only	\$200
Mammogram	Age 40 and older, or Dr Rec.	\$100
Annual Gynecological Exam	Annually	\$50
PSA	Dr. Rec.	\$50
Colonoscopy	Age 50 and older, or Dr. Rec.	\$50
Eye Exam	Annually	\$50
Dental Cleanings	2 per year	\$25 (2 x year)
Flu Shot	Annually	\$50
Biometrics		
Biometric Screenings – see required on back	Annually	\$5/each
Biometrics within Healthy Measures (Within range or with physician approval)		Healthy Measure Bonus \$60 (all biometrics fall within HM)
Abdominal Circumference (Women less than 35 in./ Men less than 40 in.)	Annually	\$25
Body Composition (see % Body Fat Table in Program Guide)	Annually	\$25
Body Mass Index (BMI) <25	Annually	\$25
Blood Pressure <120/80	Annually	\$25
Blood Glucose 65-99 mg/dl	Annually	\$25
Total Cholesterol <200 mg/dl	Annually	\$25
LDL Cholesterol <100 mg/dl	Annually	\$25
HDL Cholesterol >= 50 mg/dl	Annually	\$25
Triglycerides <150 mg/dl	Annually	\$25
Physical Activity Tracking		Category Maximum \$200
Exercise Activity Tracking - Cardio	Earn \$1 daily for 30 mins	Up to \$150
Exercise Activity Log – Strength Training	Earn \$1 daily	Up to \$50
Steps Tracking (Verified Steps only – must connect tracker to wellness portal)	Earn \$1 daily for reaching 10,000 steps	Up to \$150
Wellness Program Participation		Category Maximum \$100
Tobacco Affidavit	Annually	\$50
Remaining Tobacco free for 1 year (previous tobacco user who has quit within the last year)	One time incentive	\$150
Lifestyle Management Coaching (LMC), Or TriHealth EAP Counseling Services	Complete Program Requirements	\$100/once per year
Complete Disease Mgmt Program through Anthem	Complete Program Requirements	\$50/once per year
Wellness Program Events		Category Maximum \$100
Wellness program events/activities/ Workshops/webinars	Values vary; Up to \$100; max three webinars each year	
Biometric Risk Reduction		Category Maximum \$150
Biometric Risk Reduction (one screening must be done at physician's office and intervention must be completed in between screenings)	Decrease your risk for up to 2 biometric measures	\$75 each/up to \$150

Year 9 (2019) Scorecard continued

Biometric Requirement

- The following biometrics are included in the Biometric Requirement: **Blood pressure, height/weight, total cholesterol, HDL, LDL, triglycerides and glucose.** All must be submitted before they will appear on your scorecard. Body composition and abdominal circumference are optional, and are included in the onsite biometric screenings.

Exercise / Activity Tracking

- Cardiovascular exercise – 30 minutes for credit, can earn \$1 daily, up to \$150
- Strength training – 20 minutes for credit, can earn \$1 daily, up to \$50
- Step tracking – 10,000+ steps/day, can earn \$1 daily, up to \$50. Must use activity tracker that can be connected to wellness website (see website for details)

Lifestyle Management Coaching offered through TriHealth:

Smoking Cessation	Weight Management
Nutrition	Exercise/Physical Activity
Stress Management	Cholesterol Reduction
Hypertension	Diabetes

ConditionCare programming offered through Anthem:

Diabetes	Asthma
Coronary Artery Disease	Heart Failure
Chronic Obstructive Pulmonary Disease (COPD)	
Future Moms Program	

Qualifying Wellness Program Events/Activities:

- Special events offered through the CPS Wellness Program (classes, health fairs, TriHealth EAP offerings, etc.) and other approved community events/activities (nutrition consultations, fitness consultations, Weight Watchers, etc.)
- Acting as Wellness Champion, Leadership Champion or Wellness Mentor
- Community event (e.g. Heart Walk/Mini Marathon, Flying Pig, Relay for Life, etc.)
- Workshops and Challenges on the Wellness Works Website

Biometric Risk Reduction

- Reduce your biometric risk (from high or moderate risk to moderate or low risk) by participating in TriHealth Wellness Coaching, completing a corresponding Wellness Workshop or Exercise Tracking on the Wellness Works website, or other verifiable intervention. "Pre" biometric results, "post" biometric results must be verifiable and submitted on the appropriate form. **** Please note that CPS employees and their spouses are able to participate in one onsite screening per calendar year. Your other values must come from your physician or other verifiable source.**

Your wellness program is committed to helping you achieve your best health. Rewards for participating in a wellness program are available to all employees. If you think you might be unable to meet a standard for a reward under this wellness program, you might qualify for an opportunity to earn the same reward by different means. Contact your Wellness Coordinator at 513 977 0050 and we will work with you (and, if you wish, with your doctor) to find a wellness program with the same reward that is right for you in light of your health status.

2019 Onsite Biometric Screening Fall Schedule

Every full-time CPS employee and their spouse are eligible to participate in **one** onsite screening per calendar year (at any location). Please sign up for a date and time on the Event Registration calendar in the Event Registration tab on the Wellness Works website.

Your screening will consist of the following: blood pressure, BMI, body composition, abdominal circumference, and fingerstick cholesterol and glucose screenings.

Please remember to fast for 10-12 hours prior to your screening (nothing but plain water and necessary meds during this time). Each appointment will take approximately 20 minutes to complete. Your biometrics will be uploaded to your scorecard the following month.

It is important to schedule an appointment. Walk-ins can be accommodated, but will need to wait for an open appointment time to go through the screening.

Flu clinics require at least 20 participants to be registered for us to hold the event. Please sign up for an appointment if you intend to have a flu shot. [This is separate from the screening registration.](#)

Fall Screening Dates/Times/Locations (subject to change – last updated 6/25/19)

- Sands Montessori- Friday, September 6, 7:30-9:30a
- Riverview East Academy- Wednesday, September 11, 7:30-9:30a
- Withrow HS- Thursday, September 12, 6:15-8:15a
- Hyde Park School- Friday, September 13, 6:15-8:15a
- Rockdale Academy- Tuesday, September 17, 7:00-9:00a
- Fairview Clifton- Wednesday, September 18, 7:00-9:00a
- Iowa Ave- Thursday, September 19, 8:00-10:00a
- John P Parker- Friday, September 20, 7:00-9:00a
- Dater HS- Tuesday, September 24, 7:00-9:00a
- AMIS- Wednesday, September 25, 8:00-10:00a
- Pleasant Ridge Montessori- Thursday, September 26, 7:00-9:00a
- Sayler Park- Friday, September 27, 6:30-8:30a
- Clark Montessori HS- Tuesday, October 1, 6:00-8:00a
- Carson School- Wednesday, October 2, 6:30-8:30a
- Hartwell School- Thursday, October 3, 7:00-9:00a
- Taft Elementary- Friday, October 4, 6:30-8:30a
- AFSCME Union Hall- SATURDAY, October 5, 8:00-10:00a
- Pleasant Hill Academy- Tuesday, October 8, 6:45-8:45a
- Parker Woods- Thursday, October 10, 7:30-9:30a
- James N. Gamble Montessori HS- Friday, October 11, 7:45-9:45a
- Ethel M. Taylor- Tuesday, October 15, 7:00-9:00a
- Woodford Paideia Academy- Wednesday, October 16, 7:00-9:00a
- Cheviot School- Friday, October 18, 6:30-8:30a
- Kilgour School- Wednesday, October 23, 7:30-9:30a
- Woodward HS- Thursday, October 24, 7:30-9:30a

- College Hill Academy- Tuesday, October 29, 6:30-8:30a
- Mt Washington- Wednesday, October 30, 6:30-8:30a
- Rees E Price- Thursday, October 31, 7:00-9:00a
- Walnut Hills HS- Friday, November 1, 6:00-8:30a
- Education Center- Tuesday, November 5, 8:00-10:30a
- Aiken HS- Thursday, November 7, 6:30-8:30a
- Dater Montessori- Friday, November 8, 7:00-9:00a
- Midway School- Wednesday, November 13, 6:30-8:30
- Mt. Airy School- Thursday, November 14, 6:15-8:15a
- Roberts Academy- Tuesday, November 19, 7:00-9:00a
- Roselawn Condon- Wednesday, November 20, 8:00-10:00a
- Hughes- Thursday, November 21, 7:00-9:00a
- SCPA- Friday, November 22, 7:30-10:00a
- Silverton Paideia Academy- Tuesday, November 26, 7:00-9:00a

Pre-registration is required. Please register on the CPS Wellness Works website (www.cps.trihealth.com).

Screening and event dates are subject to change. Please continue to check the cps.trihealth.com website for the most up-to-date information.

Check the website for additional incentive opportunities including TriHealth EAP presentations, Wellness Works webinars, workshops and challenges.

For more details on the Wellness Works program, please contact joan_lipinski@trihealth.com to request a Program Guide.

Member Benefits

Visit

www.aft.org

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.

- **Occupational Liability**

Still the best bet for teachers. \$1 million protection per member, per occurrence for damages and attorney fees from claims arising out of a member's employment activities due to accidental bodily injury, accidental property damage, or personal injury. The plan is designed to reimburse certain expenses to defend against a variety of other claims. Coverage reimbursement (up to \$5,000 per year) for reasonable attorney fees for any appearance before an administrative agency, where the proceeding arises out of the member's employment activities and involves the issuance, maintenance or revocation of a member's license required for his or her job. \$50,000 death benefit should be the member be assaulted during his or her employment activities and death occurs within 90 days of assault. Contact your CFT/CFOP Field Rep if a member has a coverage question or potential claim.

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.

- **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. Legal Services

Class Size

Class Size

§500 CLASS SIZE

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 support personnel, per 1,000 regular program pupils based on an average daily membership (full-time 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 in October of each school year.

2. Staffing Goals

The Cincinnati Public Schools respect the research that suggests that small classes in early grades have lasting benefits on student achievement. It is also recognized that intermediate grade classes benefit from limited numbers of students per class, additional resources will be provided for content delivery and remediation for students identified as at risk.

Schools and teams may exercise discretion internally to attain the smallest possible class sizes, fewest preparations, and maximize human resources within the instructional site guidelines.

3. Class Size Limits

<u>Teachers</u>	<u>Limit</u>
K-3 Academic	18
**K-3 Academic with Paraprofessional or Overload	19 - 25 (1 st semester)
*New Teacher Added	26 (1 st semester)
K-3 Academic with Paraprofessional or Overload	19 - 28 (2 nd semester, 26 – 28 overload pay)
*New Teacher Added	29
<u>K-3 Specialist</u>	<u>28*</u>
Montessori Schools – K-3	18-25 w/Paraprofessional
Montessori School – Intermediate	28-32 w/Paraprofessional
4-6 Academic	28
4-6 Academic with overload pay	29
***4-6 Academic with Paraprofessional/Overload	31
*New Teacher Added	33
<u>4-6 Specialist</u>	<u>34*</u>
7-12 Academic	30
7-12 Specialist/Elective	34

*The class size for specialist classes is to support inclusion practices.

**Teacher chooses having a paraprofessional or overload beginning with student 19 in grade K-3.

***Teacher chooses having a paraprofessional or overload beginning with student 31 in grades 4-6.

If classes are combined for specialists, the class list shall be finite.

In grades 7-12 no more than one hundred fifty (150) students per day shall be assigned to any academic teacher. Specialists who teach five (5) periods shall be assigned no more than 180 secondary students per day. Specialists who teach six (6) classes shall be assigned no more than two hundred (200) secondary students per day.

Academic classes shall be defined as: reading; English; math; science; social studies; and foreign language.

For reasons of health and safety of students, *Technical Theater and Construction* classes shall be treated as an academic class for the purpose of class size.

No teacher in grades 4 through 12 shall be assigned more than four (4) students above the limit. Teachers in grades 7-12 who are assigned three (3) to four (4) students above the limit and no other arrangements can be made shall have the right to receive overload payment.

Teachers in grades K-12 who are assigned one (1) to two (2) students over the limit shall receive an overload payment of \$135.00 per student per instructional hour per quarter at the conclusion of each quarter.

Overload determination begins when the class size reaches the minimum number listed below:

- a. grades 7-12 Class size (academic) 31
 grades 7-12 Class size (specialist) 35
- b. For a teacher to qualify for overload payment in sub-paragraphs c. and d. below, the above class sizes shall have been met for at least one-half of a quarter.
- c. Elementary teachers shall be approved for overload of each class for each quarter that the overload occurred up to a maximum of four class periods. The \$135.00 overload payment in grades 7-12 is established for each student, seen one (1) period per day, per quarter. Students seen less than five (5) periods per week will be pro-rated as a fraction per week and/or the quarter, whichever is applicable.

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.

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 your school cannot solve the problem, file a grievance.

SCHOOL YEAR 2017-18
OVERLOAD CLAIM INSTRUCTIONS
For Teachers (Grades K-12)

Schools have an obligation to correct overload situations where possible using the following options:

1. Principals should analyze the use of paraprofessionals to ensure they are assigned to the overloaded classroom.
2. Schools should review the master schedule and make recommendations that could balance classroom enrollment numbers.
3. When schools are over their building capacity and have no more classrooms, the district can provide additional teachers for the purpose of co-teaching to ensure class size is in compliance.

If these options have been exhausted and teachers remain in overloaded situations, please use the directions below to claim overload.

1 Qualifying for Overload

GENERAL EDUCATION TEACHERS of grades K-12 may qualify for overload compensation if the overload existed for at least half a quarter and meets the below criteria for each class.

- a) When **grades K-3 academic** class periods are assigned **19 or more** students and **NO** paraprofessional **or** any non-academic class is assigned **29 or more** students.
- b) When **grades 4-6 academic** class periods are assigned **29 or more** students and **NO** paraprofessional **or** any non- academic class is assigned **35 or more** students.
- c) When **grades 7-12 academic** class periods are assigned **31 or more** students, **or** a non-academic class is assigned **35 or more** students.

* Any class assigned a para that is above the “w/ para” class size limit the teacher will also receive overload; Primary classes with 26 or more students or Intermediate classes with 32 or more students, until a new teacher is hired.

2 GENERAL EDUCATION TEACHERS

General Education Teachers who have students on IEPs can count those students as general education students for those class periods the students are included **if the general education teacher assigns the grade.**

3 DETERMINING COMPENSATION

The **Amount Due** is calculated at **\$135.00** for each approved overload student of each class for *each quarter* that the overload occurred up to a **maximum of 4 periods** per day for students in self-contained classes. Elementary: Math, Science, Social Studies, and ELA. (2 AM / 2PM classes)

4 PAYMENTS

Overload payments will be made quarterly.

5 Filling out the Overload Claim

- **PRINT** your full *professional name* (name used for payroll purposes), *employee ID #*, *grade* you teach, and the name of your *school*.

Name (Please Print)	Employee ID #	Grade	School
Donald D. Duck	OXOX	5	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.
- Do not write in the **Approval** (shaded) columns.
- **INDICATE** the number of *days per week* the class meets and if class follows A/B week schedule. Classes that are not seen daily will be paid on a pro-rated basis.
- **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 Fannie Carradine at the Education Center for processing by **Friday, May 4, 2018**. **Forms received late or improperly completed will be returned to the principal.**
- **Make a copy of the overload form prior to submitting your form to your principal.**

6 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 during midterm week of the following quarter.

7 EXAMPLES

EXAMPLE A: Non-Academic Class

At the beginning of the school year, Ms. Jackson, a K-6 art teacher, was assigned 30 (2+) students in her 3rd Grade art classes and 39 (+5) in a 6th Grade Art Class. 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	3 rd Grade Art	30				2	2		
3	6 th Grade Art	39				2	5		

EXAMPLE B: Academic Class

Mr. James teaches 5th grade math. During the first quarter, Mr. James had 32 students assigned in Period 1 and 34 students in period 7 and elected no paraprofessional. The 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				5	4		
7	Math	34				5	6		

EXAMPLE C: Non-Academic Class

Ms. Reider teacher 3rd grade and elected no paraprofessional. The 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	3 rd Grade Math	22				5	4		
4	3 rd Grade Science	24				5	6		

***** Calculation Example A: Bell 2 - .4 x 2 = .8
 Bell 3 - .4 x 5 = 2
 Total - 2 + .8 = 2.8 =3

CLAIMS FROM TEACHERS MUST BE SUBMITTED TO THE SCHOOL CFT Building Representative and Principal AS SOON AS POSSIBLE.

CLAIMS MUST BE RECEIVED BY
Fannie Carradine, Administrative Secretary, Human Resources, Education Center

NO LATER THAN FRIDAY, MAY 4, 2018

Discipline

Q. and A.
for CFT/CFOP Members
on Physical Contacts with Violent or Other Students.

Many members have asked for more guidance on how to safely interact with students while avoiding discipline, injury or personal liability. Here are some responses to your questions:

Can I intervene to stop a fight or restrain a violent student?

Yes. Ohio law, the CFT contract, and Board policy allow a teacher to use and apply such amount of force and restraint as is reasonable and necessary to end a disturbance that threatens physical injury to others, to obtain possession of weapons or other dangerous objects, for the purpose of self-defense, or to protect other persons or property.

What is “reasonable and necessary force”?

Whether the force you use is “reasonable and necessary” is a judgment call, based on a teacher’s evaluation of the circumstances at the time. However, it’s also a judgment that can be second guessed after the fact, based on what other witnesses perceived, or any video or audio evidence. In other words, there are risks that a teacher will be second guessed if force is used that some might argue was not “reasonable” and “necessary” under the circumstances.

Am I required to intervene to stop a fight, protect other students from a violent student, or protect school property?

You are not required to put yourself at risk of injury to protect other students or school property. You can make a judgment about whether you have the physical capacity to act without injury to yourself, or whether it is “reasonable” or “necessary” to intervene. Other options are to call building security, your administrators or other teachers for assistance, move other students out of harm’s way, or use verbal means to de-escalate the situation until assistance arrives.

Can I use force to defend myself from a violent student?

Yes. As with breaking up a fight, the force you use must be “reasonable and necessary” to protect yourself. It is a judgement call, based on the circumstances you perceive at the time, but also can be “second guessed” based on the accounts of other witnesses, or any video or audio evidence.

Can I use force to prevent a student from damaging school property, or my own or a students’ personal property?

Ohio law, board policy and the CFT contract allow the use of “reasonable and necessary” force to prevent damage to property. However, we discourage any teacher from risking personal injury or discipline just to prevent property damage. Alternatives available are to call building security or your administrator for assistance.

What Should I Do If I am Injured by a Student?

Teachers should report any assault or injury by a student using the Student Assault Form available from CFT or your Building Representative. You are entitled to assault leave with full pay for any period of time required to recover from your injury, which will not be deducted from your sick leave. You may also be qualified to submit a claim under the Worker’s Compensation System. Consult the CFT office about your right to assault leave.

Who Will Defend Me if I am Sued by a Parent Because of an Injury to a Student?

CPS is required to provide a defense and pay any judgment against an employee sued by a parent or student, as long as 1) your actions were within the scope of your job; and 2) you acted in good faith.

Example: if a student was injured because you acted with reasonable and necessary force to break up a fight, or defend yourself, then CPS would be required to defend you and pay any resulting judgment. But again . . . whether you acted in a “reasonable and necessary” way would be a judgment call based upon all of the evidence available, including the testimony of any witnesses, the teacher’s recollections, and any video evidence.

In addition, if you are a CFT/CFOP member, you have coverage under the AFT professional liability policy that should apply to claims made arising from your employment. Contact CFT for information about this coverage provided as part of your membership.

Can I be Disciplined or Sued for Physical Contact With Students Who are Not Threatening Injury to Persons or Property?

Teachers and staff often have incidental physical contact with students at school. Common sense should guide you on what is or is not appropriate. In today’s environment, any physical contact that is “unwelcome” by a student can lead to parental complaints, investigations and possibly discipline by CPS, the Ohio Department of Education or The Hamilton County Department of Child and Family Services. Some parents insist that no teacher should “put hands on” their child.

Keep in mind the following common-sense principles:

- Using your hands to force a child into a chair, or to move them against their will from one location to another, can lead to a parental complaint, an investigation and possible discipline, depending on the circumstances and whether your actions are seen as reasonable.
- Accepting a hug offered by a student is not unwelcome touching. Offering or soliciting hugs can make some students uncomfortable, and lead to complaints.
- Corporal Punishment has long been prohibited by CPS. Never use physical force in anger, or to discipline a child.
- Gagging or restraining disorderly students will lead to discipline.

What Training is Available to Teachers on Dealing with Violent Students?

CPS offers CPI training on “Non-Violent Crisis Intervention” to teachers. The training covers verbal ways to de-escalate potential school violence, as well as physical training that provides techniques to keep teachers safe while minimizing physical contact with students.

Feel free to contact a CFT Field Representative if you have an interaction with a student that raises concerns, or if you have questions about any of the issues discussed above.

TEACHER ASSAULT

WHAT SHOULD YOU DO IF ASSAULTED AT SCHOOL?

(Contract Section 230-17, p. 39)

1. Take care of yourself. Call/send for help and support.
2. Immediately Report the incident to the building administrator and the CFT Building Representative.
3. Promptly write down or dictate to someone a description of the incident, with details such as time, location, participants and witnesses. Give a copy to your administrator and the CFT building rep.
4. Ask the administrator to call the police or any resource officer assigned to that school. Report the incident to the officer and, if you choose, file charges.
5. If you have been injured and need to take time off, ask for an assault leave form. Each school should have some on file. Or get one from the CFT office. You are entitled to full pay status during any absence due to physical disability resulting from an assault.
6. Request a copy of the report of the assault which the principal sends to the Superintendent.
7. Have BR send CFT/CFOP Assault Leave Form to the CFT Office.

WHAT MUST THE PRINCIPAL DO?

(See Section 500-3, p. 55)

1. Principal must immediately suspend the student or remove to A2E pending investigation..
2. Principal must investigate and submit a written report of the assault to the School Resource Officer and the Superintendent (or designee) and furnish a copy of the report to the teacher upon request.
3. Principal must sign the teacher's assault leave form for submission to HR if medical leave is required.

ASSISTANCE/AND RIGHTS AVAILABLE TO THE ASSAULTED TEACHER

1. Your CFT building representative will help you with the reporting process.
2. If you are absent due to a physical injury you are entitled to paid assault leave and should, NOT be required to use your sick leave, IF you fill out the Assault Leave Form.
3. You have the right to file criminal charges against the student.
4. You will receive compensation for any 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 medical care 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. § 230-17, pg. 39, § 500-3, pg. 55-56.
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 and submission of any Assault Leave form.
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 A RIGHT EXPECT YOUR PRINCIPAL TO REPORT CRIMINAL CONDUCT BY STUDENTS “WHICH ENDANGER THE SAFETY OF STUDENTS STAFF AND OTHERS” TO THE POLICE.

Report all serious incidents to CFT so we can monitor district follow-up and legal action. ~~Report all serious incidents to CFT so we can monitor district follow-up and legal action. For immediate~~
Report all serious incidents to CFT so we can monitor district follow-up when students engage in violent criminal conduct.

IF YOU ARE ASSAULTED.....

- Report the alleged assault to CFT.
- Any student who assaults a teacher must be immediately suspended or removed to A2E.
- 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 due to injury or court appearances as a result of the assault. Absence is covered by assault leave or court appearance leave.
- Use Worker’s Compensation on your negotiated health benefits to cover any medical care needed.
- Right of Self Defense- “A teacher may use such force as shall be reasonable and necessary to protect himself/herself from attack....” Section 500-2-e, p. 54.

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 PLANS. THE RIGHTS OF ALL PARTIES MUST BE RESPECTED.

PARENTS AND PUBLIC WANT SAFE AND ORDERLY SCHOOLS

KNOW YOUR RIGHTS

CFT has negotiated rights for teachers to help you maintain classroom discipline so you can teach, and students can learn! 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

Section 500-2-e, p. 54: “A teacher shall have the right to remove from class pupils exhibiting disruptive behavior with reasons submitted in writing as soon as possible”. Disruptive behavior includes “the use of violence, force, coercion, threat, harassment, serious insubordination, or repeated acts of misbehavior.” Once removed a teacher cannot be returned to class until “disciplinary action consistent with the school’s Positive School Culture Plan has been determined and provided in writing to the teacher and student”. *You should grieve any violations.*

YOU HAVE THE RIGHT TO EXPECT ENFORCEMENT OF THE POSITIVE SCHOOL CULTURE PLAN AND CODE OF CONDUCT IN YOUR SCHOOL

Our contract requires each school to adopt and enforce a **Positive School Culture Plan** consistent with the **District Code of Conduct**. If your school does not have a PSCP, or your principal does not enforce the PSCP, you can and should file a grievance.

YOU HAVE THE RIGHT TO PARTICIPATE IN ESTABLISHING YOUR SCHOOL’S POSITIVE SCHOOL CULTURE PLAN

Every school must have a PSCP to enforce the district-wide code of conduct. 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 vote of the teaching staff**, and distributed to teachers, students and parents. Section 500-2-d, p. 54. You can file a grievance if the local school plan is not adopted consistent with the contract or 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.

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.



8442-1F EMPLOYEE ACCIDENT REPORT

Instructions: This form must be completed and signed as specified by the employee and the supervisor/principal immediately, but no later than 24 hours after the work-related injury or illness. If the employee is unable to complete the report, the supervisor/principal shall complete the report. The employee shall then complete a report as soon as he or she is able. By signing this document, employees and supervisors/principals attest to the validity and completeness of the information in the report. Any falsification of information on the accident report may result in disciplinary action up to and including termination.

FOR OFFICE USE ONLY

Date Received:	Code: _____	Claim # _____	#Prev. Claims _____	MCO/CE _____
	SN: _____	BWC Claim # _____	Hire Date: _____	

TO BE COMPLETED BY EMPLOYEE (please print)

1. Date Accident Reported:		2. School/Building:		
3. Employee Name:		4. Job Title:		
5. Employee Address:		6. City:	7. State:	8. Zip Code:
9. Home Telephone (with area code):		10. Work Telephone:		
11. Employee ID # or Last 4 Digits of SSN:		12. Date of Birth:	13. Sex: <input type="checkbox"/> Male <input type="checkbox"/> Female	
14. Place of Accident:		15. Date of Accident:	16. Time:	

17. If you received "medical treatment" for your injury, you must call 1-888-222-5681 to report your injury.
Medical Health Care Provider: Tri-Health Bethesda Care-Norwood, 4805 Montgomery Road, Suite 130, 513.853.1040 Open 7AM-6PM

18. Description of Accident/Injuries: (How did the accident happen? Describe what you were doing. You may attach an additional document if necessary.)

19. Nature of Injury: (check applicable)		20. Part(s) of the Body Injured: (check applicable)	
<input type="checkbox"/> Abrasion	<input type="checkbox"/> Burn	<input type="checkbox"/> Head	<input type="checkbox"/> Leg (L/R)
<input type="checkbox"/> Amputation	<input type="checkbox"/> Concussion	<input type="checkbox"/> Eye (L/R)	<input type="checkbox"/> Foot(L/R)
<input type="checkbox"/> Asphyxiation	<input type="checkbox"/> Fracture	<input type="checkbox"/> Shoulder (L/R)	<input type="checkbox"/> Back
<input type="checkbox"/> Bruise	<input type="checkbox"/> Laceration	<input type="checkbox"/> Arm (L/R)	<input type="checkbox"/> Ribs/Chest
<input type="checkbox"/> Other: (specify):	<input type="checkbox"/> Poisoning	<input type="checkbox"/> Puncture	<input type="checkbox"/> Strain
		<input type="checkbox"/> Hand (L/R)	<input type="checkbox"/> Abdomen
		<input type="checkbox"/> Toe (specify):	<input type="checkbox"/> Finger (specify):
		<input type="checkbox"/> Other (specify):	

21. Medical Treatment Received: Yes No **If yes, where:** _____

22. Last Date Worked: _____ **23. Date Returned to Work:** _____ **24. Days Lost:** _____

25. Name and Title of Witness(es): _____

Please fax report to: Linda Webber, Workers' Comp (513) 842.2433 within 24 hours or e-mail: webberl@cpsboe.k12.oh.us
 Telephone: (513) 363.0161 with any questions

TO BE COMPLETED BY SUPERVISOR/PRINCIPAL (please print)

26. Witness(es) Interviewed: Yes No Statement(s) Attached

27. Cause of Accident: _____

28. Corrective Action Taken/Recommended and by whom: _____

 Signature of the Employee Phone Date Signature of Supervisor/Principal Date
 (or person completing form if employee unable)

8442-1F EMPLOYEE ACCIDENT REPORT

Give one copy to the employee, keep one copy in your school file and send one copy of the accident report within 24 hours by e-mail or fax to:
Linda Webber, Workers' Compensation • Telephone: (513) 363-0161 • Fax: (513) 842-2433 • E-mail: webberl@cpsboe.k12.oh.us

The Accident Report must be completed and faxed to **513.842.2433** within 24 hours of the time of accident occurred. If the employee is unable to complete the report, the principal/supervisor should complete the report. The employee should then complete a report as soon as he or she is able.

The employee section includes questions 1-25. Every question must be completed. Do not leave any question blank.

1. Complete the date the accident was report to employer.
2. PRINT the name of the school location where employee is assigned.
3. PRINT injured person's name.
4. PRINT injured person's job title.
- 5-13 COMPLETE as indicated.
14. IDENTIFY the specific location of the accident, e.g. classroom 402, gymnasium, etc.
15. DATE of the accident.
16. TIME of the accident.
17. **YOU MUST CALL within 24 hours 1-888-222-5681 to report your injury.**
18. DESCRIBE specifically what happened. DESCRIBE what you were doing.
19. IDENTIFY nature of injury (check appropriate box(s)).
20. IDENTIFY part(s) of the body injured (check appropriate box(s)).
21. IDENTIFY if medical treatment was received and if so, where?
22. LIST last day worked.
23. LIST date returned to work.
24. LIST total work days lost.
25. PRINT name(s) and title(s) of witness (es).
26. TO BE COMPLETED BY SUPERVISOR/PRINCIPAL (interview witness (es)).
27. TO BE COMPLETED BY SUPERVISOR/PRINCIPAL (cause of accident).
28. TO BE COMPLETED BY SUPERVISOR/PRINCIPAL (correction action taken/recommended).

-
- **FAX THE ACCIDENT REPORT TO:** **513.842.2433** **Attention:** **Linda Webber**
Education Center, 3rd Floor
513.363.0161 (office)
 - PLEASE MAKE COPIES:
COPY #1: Give to the employee
COPY #2: Retain in your school file

Board Policy/Administrative Procedures Student Discipline

Cincinnati City School District Bylaws & Policies

5600 - STUDENT DISCIPLINE

The Board of Education acknowledges that conduct is closely related to learning - an effective instructional program requires an orderly school environment and the effectiveness of the educational program is, in part, reflected in the behavior of students.

The Board believes that the best discipline is self-imposed and that students should learn to assume responsibility for their own behavior and the consequences of their actions. The Board has zero tolerance of violent, disruptive or inappropriate behavior by its students.

The Board shall require each student of this District to adhere to the Student Code of Conduct/Student Discipline Code adopted by the Board and to submit to such disciplinary measures as are appropriately assigned for infraction of those rules. Such rules shall require that students:

- A. conform to reasonable standards of socially-acceptable behavior;
- B. respect the person and property of others;
- C. preserve the degree of order necessary to the educational program in which they are engaged;
- D. respect the rights of others;
- E. obey constituted authority and respond to those who hold that authority.

The Student Code of Conduct/Student Discipline Code designates sanctions for the infractions of rules, excluding corporal punishment, which shall:

- A. relate in kind and degree to the infraction;
- B. help the student learn to take responsibility for his/her actions;
- C. be directed, where possible, to reduce the effects of any harm which may have been caused by the student's misconduct.

Students may be prohibited by authorized school personnel from participating in all or part of co-curricular and/or extra-curricular activities without further notice, hearing or appeal rights. A student who has been disorderly on a school bus may be suspended from transportation services consistent with Board policy and the Student Code of Conduct/Student Discipline Code.

The Superintendent shall publish to all students and their parents the rules of this District regarding student conduct and the sanctions which may be imposed for breach of those rules.

The Superintendent shall inform the Board periodically of the methods of discipline imposed by this District and the incidence of student misconduct in such degree of specificity as shall be required by the Board.

The Superintendent, principals, and other administrators shall have the authority to assign discipline to students, subject to the Student Code of Conduct/Student Discipline Code and, where required by law, to the student's due process right to notice, hearing, and appeal.

Teachers, school bus drivers, and other employees of this Board having authority over students may take such action as may be necessary to control the disorderly conduct of students in all situations and in all places where such students are within the jurisdiction of this Board and when such conduct interferes with the educational program of the schools or threatens the health and safety of others.

No student is to be detained after the close of the regular school day unless the student's parent has been contacted and informed that the student will be detained. If a parent cannot be contacted, the student should be detained on another day.

R.C. 3313.20, 3313.66, 3313.661, 3315.07, 3327.041

A.C. 3301-35-03(G), 3301-83-08

5610.03 - EMERGENCY REMOVAL OF STUDENTS

If a student's presence poses a continuing danger to persons or property, or an ongoing threat of disrupting the academic process taking place either in a classroom or elsewhere on school premises, then the Superintendent, principal or assistant principal may remove the student from curricular activities or from the school premises. Due process procedures required for students with a disability will be adhered to. A teacher may remove the student from curricular activities under the teacher's supervision, but not from the premises. If a teacher makes an emergency removal, the teacher will notify a building administrator of the circumstances surrounding the removal in writing, as soon as practicable. No prior notice or hearing is required for any removal under this policy. In all cases of normal disciplinary procedures where a student is removed from a curricular activity for less than one (1) school day and is not subject to further suspension or expulsion, the following due process requirements do not apply.

If the emergency removal exceeds one (1) school day, then a due process hearing will be held within three (3) school days after the removal is ordered. Written notice of the hearing and the reason for the removal and any intended disciplinary action will be given to the student as soon as practical prior to the hearing. If the student is subject to out-of-school suspension or assignment to the A2S/A3E (Alternative to Suspension/Alternative to Expulsion) program, the student will have the opportunity to appear at an informal hearing before the principal, assistant principal, Superintendent or designee and has the right to challenge the reasons for the intended suspension or otherwise explain his/her actions. Within one (1) school day of the decision to suspend, written notification will be given to the parent(s)/guardian(s) or custodian of the student and Treasurer of the Board of Education. This notice will include the reasons for the suspension, the right of the student or parent(s)/guardian(s) to appeal to the Board or its designee and the student's right to be represented in all appeal proceedings. If it is probable that the student may be subject to expulsion, the hearing will take place within three (3) school days and will be

held in accordance with the procedures outlined in the Policy [5611](#) – Due Process Rights. The person who ordered or requested the removal will be present at the hearing.

If the Superintendent or principal reinstates a student prior to the hearing for emergency removal, the teacher may request and will be given written reasons for the reinstatement. The teacher cannot refuse to reinstate the student.

In an emergency removal, a student can be kept from class until the matter of the misconduct is disposed of either by reinstatement, suspension, expulsion, or assignment to A2S/A2E.

R.C. Chapter 2506, 3313.66, 3313.661, 3313.662

5610.02 - IN-SCHOOL DISCIPLINE

It is the purpose of this policy to allow for an alternative to out-of-school suspension. The availability of in-school discipline options is dependent upon the financial ability of the Board of Education to support them.

In-school discipline will only be offered at the discretion of the principal for offenses found in the Student Code of Conduct/Student Discipline Code.

The Superintendent is to establish administrative guidelines for the proper operation of such programs. As long as the in-school disciplinary alternatives are served entirely in the school setting, they will not require any notice, hearing or appeal rights, except as required by due process, procedural safeguards and IEP services for students with disabilities.

R.C. 3313.66, 3313.661

5330 - USE OF MEDICATIONS

A process will be developed by each school, consistent with board policy and administrative procedures, including a provision for dispensation of medication and other health related duties among administrators, teachers and other staff. The Instructional Leadership Team (ILT) or any subcommittee developing this plan shall invite a representative of the school's office personnel to participate in its deliberation on this matter.

Dispensing Medications in School

The designee shall dispense medication to a student as prescribed, only if necessary during school hours, according to the following guidelines:

- A. The medication, even if non-prescription, must be ordered by a physician or dentist.
 1. The Dispensing Medication Form listing the generic name of the medication, dosage, recommended times of dosage, how the dosage is to be administered, date to begin dispensing, date to terminate dispensing, any possible side effects, and special conditions for storage of drug, signed by the physician or dentist ordering the medication must be on file with the principal.
 2. The principal/designee shall dispense oral medication. Oral medication does not include dispensing medication by the following routes: eye, ear and nose, topical, transdermal, lotions or injections except as provided in item 3.
 3. Students officially designated as having special needs may be administered prescribed medication by any route, where required in their education plan, by trained personnel.
 4. The principal/designee shall not administer injectable medication except as an emergency intervention to the student, before the emergency medical system has responded.
 5. Students may self-administer prescribed medication by injection and under the supervision of the principal/designee.

- B.
 1. The dispensing medications form must be signed by the parent or guardian giving permission to the principal or designee to dispense a school-hours dose (or doses) of medication as prescribed by the physician/dentist and must be on file with the school.
 1. The parental approval must also include a clause providing:

The undersigned agree not to file or make any claim against anyone for negligence in connection with the dispensing or non-dispensing of any medications and further agree to save such individuals and hold them harmless from any liability incurred as a result of the dispensing or non-dispensing of any medication.

- C. The parent or guardian must bring the prescribed medication to the principal/designee, with the container clearly labeled by the pharmacist giving the name of the child, dosage directions, name of physician, and prescription number. Non-prescription medication, prescribed by the physician/dentist, must be in the original labeled container with the protective seal intact.

- D. A new dispensing medication form must be submitted if any of the following changes relating to the originally submitted dispensing medication form occur:
 1. Generic name of the medication
 2. Dosage

3. Recommended time of dosage

- F. The principal/designee will be responsible for documentation of required forms and dispensing the medication as to observe that the medication has been taken and recording the dispensing of the medication on the appropriate form.
- G. The principal/designee must store the medication in a locked place.
- H. All disease prevention programs sponsored by the Ohio Department of Health and administered by school employees, parents, volunteers, employees of local health districts, or employees of the Ohio Department of Health, which utilize prescription drugs for the prevention of disease and which are conducted in accordance with the rules and regulations of the Ohio Department of Health, are exempt from all requirements of this policy. This policy adopted by the Board of Education, Cincinnati Public Schools, does not apply to or otherwise regulate conduction of disease prevention programs sponsored by the Ohio Department of Health.

Prohibition Against Harassment Of Students And Staff



Prohibited Conduct

The District's policy against harassment is applicable to harassment on all bases protected by law, including age (forty (40) and over), gender, race, color, religion, national origin, sexual orientation, disability, or veteran status.

The District prohibits harassment of its employees, contractors, visitors, and students. It is a violation of this District's policy for employees, visitors, contractors, or students of the District to harass an employee or a student or to condone such conduct. This policy applies to all claims of harassment, including but not limited to student-to-student, staff-to-student, and staff-to-staff conduct. A violation of this policy may result in disciplinary action up to and including dismissal or other action as appropriate.

No person cited in the previous paragraph shall threaten or insinuate, either explicitly or implicitly, that an employee's refusal to submit to sexual advances will adversely affect the employee with regard to employment conditions such as hiring, termination, promotion, wages, or a significant change in benefits. No employee shall threaten or insinuate, either explicitly or implicitly, that a student's refusal to submit to sexual advances will adversely affect the student with regard to material, academic decisions, or opportunities. No supervisor or employee shall insinuate that an employee's or student's acceptance of sexual advances will positively affect an employee or student with respect to such conditions. This policy confirms that submission to unwanted advances will never constitute an actual condition of employment or academic or extra-curricular opportunity. Any representation to the contrary is not to be relied upon. Immediate reporting of such unwanted advances is mandatory.

Any unwelcome verbal or physical conduct may be viewed as harassment if such speech or conduct is because of protected characteristics such as race or gender and has the purpose or effect of unreasonably interfering with an individual's job or academic performance or creating an intimidating, hostile, or abusive work or academic environment. Therefore, such speech or conduct is prohibited. Inappropriate or unprofessional remarks or conduct may be reason for intervention and discipline whether or not they are actually harassing. All possible examples of poor judgment or unprofessional conduct cannot be listed here. However, the following examples will serve to illustrate the kind of speech or behavior not wanted in the District:

- A. verbal abuse of a sexual, racial, or ethnic nature;
- B. sexual gestures;

- C. commenting about an individual's body or clothing in a sexually offensive manner;
- D. the unwelcome touching of another person;
- E. degrading words used to describe an individual's race, age, sex, sexual orientation, religion, ancestry, or disability;
- F. similarly degrading objects, pictures, cartoons, magazines, e-mails, or computer images.

The District's educational mission should advance in an environment of professionalism and trust. Actions of members of the community that detract from such an environment are to be guarded against. Relationships between faculty and student, supervisor and employee, Board members and others, should be built on professionalism and trust, should be consistent with the District's mission and should avoid even the appearance of a conflict of interest, exploitation, personal favoritism, or bias.

Accordingly, no member of the Board, faculty, staff, or administration shall:

- A. engage in sexual/romantic/amorous relationships (whether or not consensual) with students;
- B. engage in sexual/romantic/amorous relationships (whether or not consensual) with subordinate employees or other persons over whom they have instructional, supervisory, monetary, or other authority;
- C. engage in social or personal relationships with persons over whom they have authority or influence when or to the degree such relationship may be a conflict of interest, impair objectivity, create the appearance of impropriety, bias, or favoritism.

When an individual is unclear about whether a relationship may violate the District's policy in this regard, s/he should notify the Office of General Counsel of the issue so that appropriate review and resolution may occur.

Reporting Harassment

It is everyone's responsibility to maintain a discrimination and harassment-free work and educational atmosphere. This includes freedom from harassment not only by employees and students, but also by other persons whom the District employs and students encounter in the course of their employment and education. School staff who have reason to believe that harassment has occurred must immediately report the conduct to their principal or supervisor (or their designee) or to the General Counsel.

Principals and supervisors (or their designees) must report any reports they receive to the General Counsel. A harassment report form is available on the District's website. Complaints may be forwarded directly to:

Office of General Counsel Education
Center
2651 Burnet Avenue
Cincinnati, Ohio 45219

(513) 363-0111
fax (513) 363-0055

Employees who have a complaint or concern about possible harassment of any employee or student in connection with incidents they have experienced or of which they are aware are required to report such complaint or concern immediately to the Office of General Counsel or the Director of the Human Resources Department, if the complaint is against the Office of General Counsel. Although an employee may choose to discuss the complaint or concern with his/her supervisor, a report to a supervisor or peer does not fulfill this reporting requirement. Supervisors should not conduct investigations. The Office of General Counsel and/or the Director of Human Resources is prepared to receive complaints about behavior that is perceived as unprofessional or inappropriate regardless of whether the behavior constitutes unlawful harassment.

Students and parents who have a complaint or concern about possible sexual harassment of any student in connection with incidents they have experienced or of which they are aware are required to report such complaint or concern immediately to the Office of General Counsel. For this policy the District's hot-line number is 363-0111. To discuss the concern or complaint with a teacher, administrator, or peer, or to report to a teacher, school administrator or peer does not fulfill this reporting requirement, nor should those people conduct investigations.

The Office of General Counsel and the Director of the Human Resources Department will receive and document complaints about behavior that is perceived as unprofessional or inappropriate regardless of whether the behavior constitutes unlawful harassment. For each complaint, they will complete an investigatory report that will include, at a minimum: (1) the name or a description/identifying information available and protected class of the alleged victim and, if different, the name or a description/identifying information available and protected class of the person reporting the allegation; (2) the nature of the allegation, a description of the incident, and the date and time (if known) of the alleged incident; (3) the name(s) and protected classes of all persons alleged to have committed the alleged harassment, if known, or a description/identifying information available if the name is not known; (4) the name(s) or description/identifying information and protected classes of all known witnesses to the alleged incident; (5) any written statements of the reporter, the victim (if different from the reporter), the accused, and any known witnesses; (6) the outcome of the investigation; and (7) the response of school personnel and, if applicable, District-level officials, including the date any incident was reported to the police, with the exception of reports of child abuse or neglect. The Office of General Counsel will maintain all reports made either to it or the Director of the Human Resources Department under this policy.

If a complainant requests confidentiality, the District will take all reasonable steps to investigate and respond to the complaint consistent with the request for confidentiality. The District must evaluate the request for confidentiality in the context of its responsibility to provide a safe and nondiscriminatory environment for students and staff.

When an employee, student, or parent of a student reports a claim of harassment to the Office of General Counsel or the Director of the Human Resources Department, an investigation will be conducted and prompt, appropriate corrective action will be taken. The General Counsel or Director of Human Resources shall investigate by reviewing all relevant documentation and, where appropriate, interview all persons

with knowledge of the alleged harassment. In making its determination regarding whether harassment occurred, the District will determine whether the facts constituting harassment alleged by the complainant are more likely true than not true. Investigation results will be communicated to all parties in conference or in writing no later than 20 calendar days from the date of the initial complaint, unless circumstances require a longer investigation.

The District will use available means to stop, remedy, and prevent the recurrence of any conduct found to be in violation of this policy. Such means may include taking steps to remedy the effects of harassment on victims and establishing measures to ensure the safety of all staff and students.

Retaliation against an employee or student because of a report of harassment or because of participation in an investigation of alleged harassment is prohibited and will not be tolerated. Employees and students are required under this policy to timely report allegations of suspected retaliation to the Office of General Counsel or the Director of the Human Resources Department. Complaints of retaliation will be investigated and, where appropriate, may lead to disciplinary action up to and including potential dismissal. Regardless of who is involved or the status of the accused, retaliation as set forth above is not permitted.

R.C. 4112.02
42 U.S.C.
2000d et seq.
42 U.S.C.
2000e et seq.
29 U.S.C. 621
et seq.
29 U.S.C. 794
42 U.S.C. 12101 et seq.
20 U.S.C. 1681 et seq.
42 U.S.C. 1983

Revised: 5-6-13
4-22-13
12/7/09

HARASSMENT REPORTING FORM

This form may be used by employees, parents, or students of the Cincinnati City School District to report any instances of harassment including staff-to-staff, staff-to-student, or student-to-student harassment. This form may also be used to report instances of harassment by third parties (e.g., a visiting athlete, guest speaker, etc.). The report should include the name of the person reporting the harassment, the names of the persons alleged to have been harassed, the names of the persons who engaged in the allegedly harassing conduct, and the names of any witnesses. Any witness statements of the reporter, the victim (if different from the reporter), the accused, and any other witnesses should be attached.

Name: _____ School or Dep't: _____

Statement or Complaint: _____

Once completed, this form should be forwarded promptly to:

Office of General Counsel
Education Center
2651 Burnet Avenue
Cincinnati, Ohio 45219
(513) 363-0111
fax (513) 363-0055

If the complaint is against the Office of General Counsel, the form should be forwarded to the Director of Human Resources at the Education Center.

FOR OFFICE USE ONLY:

Outcome of Investigation (if needed, attach separately): _____

Response of School or District Personnel (if needed, attach separately): _____

