

Cincinnati, OH

1 6. Promotion into Administration

3 Teachers who are interested in promotion should contact the Certificated Personnel Office for information concerning selection procedures.

4 In order to enhance communications, the Federation shall be notified of any changes  
5 concerning the selection procedures for promotion to either assistant principal or  
6 associate supervisors.

7 7. Representation on Committees

8 The Board recognizes the Federation's role in representing the professional interests and  
9 concerns of teachers.

10 The Board and Federation agree that participation by teachers who work directly with  
11 students is important for continued development of sound educational policies and  
12 programs.

13 From time to time, district-wide or area-wide committees may be established. When such  
14 committees address issues of professional interest and concern to teachers, teachers will  
15 be involved.

16 On any district-wide committee established by the Board which includes teacher  
17 representation, such representatives shall be appointed by the CFT. On any area-wide  
18 committees (Areas 1, 2, or 3) established by the Board which include teacher  
19 representatives, such representatives shall be appointed by the CFT. On any multi-school  
20 committees established by the Board which include teacher representatives, such  
representatives shall be appointed by the TBC from each of the schools involved.

22 When a committee has been charged with making recommendations to the Superintendent,  
23 the Superintendent will respond to the committee about his/her intentions regarding the  
24 report.

25 In regard to all committees, CFT and the Board are committed to race and gender balance  
26 and will seek the appropriate representation on each committee in regard to teaching  
27 fields, grade levels or other specialized roles.

28 An administrative procedure will be drafted in consultation with the Federation that  
29 defines the functioning of district-wide joint committees.

30 §170 PROFESSIONAL DEVELOPMENT

31 1. Career in Teaching Program

32 The CFT and the Board are both committed to improving the profession of teaching. A  
33 profession offers opportunities for professional growth, involvement in decision making,  
34 communication and collaboration and increased responsibilities and accountability. By  
35 implementing change in the organization of schools, teachers will have the opportunity to  
36 take on greater responsibilities which will bring with it greater status, higher salary,  
37 opportunities to collaborate, as well as leadership roles to improve instruction and  
38 student achievement. We also view a career in teaching program as a way to give  
20 incentives to attract and keep quality teachers in the profession. To this end, we jointly  
are committed to designing and implementing a career in teaching program.

a. Joint Committee

A joint Federation/Administration committee consisting of six members appointed by the Federation and six members appointed by the Superintendent shall be formed to develop a career ladder. The plan, or so much of it as has been agreed upon by November 1, 1988, shall be submitted to the Federation and the Board for approval prior to implementation. However, at the request of the Federation, the Career in Teaching Program may be made the subject of negotiations beginning December 1, 1988. Specific guidelines shall be given to the committee. The plan shall include the following:

(1) The Career Ladder shall include at least four career development levels:

**Level I** Intern: A teacher remains an intern until a satisfactory appraisal, but must successfully complete internship in two years. An intern is subject to non-renewal after one year and shall be non-renewed if the two-year internship is not successfully completed.

**Level II** Resident: A teacher who has successfully completed internship or is exempted by the program guidelines and has not met the criteria outlined for a career teacher.

**Level III** Career: A teacher who has met the criteria mutually agreed upon as part of the plan, for example, continuing contract, permanent certificate or earned Master's Degree.

**Level IV** Lead: Lead teachers are selected from the career teacher level and have met additional criteria established by the plan. Lead teachers shall accept assignments, including teaching assignments, meeting the district's instructional needs. Advancement to the level of Lead Teacher shall not be automatic. The number of Lead Teacher positions shall be determined annually by the needs of the district, but shall be at least 10% of the bargaining unit by the third year of the Career in Teaching Program. For 1990-91, and 1991-92, the number of lead teacher positions shall be determined by the amount of money allocated and/or supplemented under Paragraph (c) below divided by the lead teacher annual stipends set forth in the plan. Lead teachers' duties might include the following: consulting teachers, curriculum specialists, staff development specialists, demonstration teachers, department heads.

Lead teachers shall have the right to return to the same schools and to the same or similar assignments without loss of seniority. Lead teachers shall receive stipends above their salary as career teachers. Such pay will be in recognition of the additional time worked and additional responsibilities.

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

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9 following:

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12 appraisal, but must successfully complete Internship in two  
13 years. An intern is subject to non-renewal after one year and  
14 shall be non-renewed if the two-year internship is not  
15 successfully completed.

16 Level II: Resident: A teacher who has successfully completed Internship or  
17 is exempted by the program guidelines and has not met the criteria  
18 outlined for a career teacher.

19 Level III Career: A teacher who has met the criteria mutually agreed upon  
20 as part of the plan, for example, continuing contract, permanent  
21 certificate or earned Master's Degree.

22 Level IV Lead: Lead teachers are selected from the career teacher level and  
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42 A teacher shall be considered for designation as a lead teacher and  
43 for any lead teacher role notwithstanding the current staff racial  
44 balance at the school of his/her current assignment.



1 (2) Wherever education is a criteria for advancement it is understood that both  
2 university credits and state-approved CEU's are acceptable.

3  
4 (3) Advancement to the career teacher level shall be available to all teachers who  
5 meet the established criteria. Any teacher with 10 years experience, at least 5  
6 of which are in Cincinnati Public Schools, shall have the opportunity to apply  
and be assessed for the position of lead teacher.

7 (4) The Career in Teaching Program shall extend to other position classifications  
8 such as counselors, psychologists, visiting teachers, librarian and teacher  
9 librarian.

10 b. Joint Panel

11 Once a Career in Teaching Program is established, a six member joint panel shall be  
12 appointed by CFT and the Board. The term of each member shall be no longer than 3  
13 years except that the initial terms of the panel members shall be 2, 3 and 4 years.  
14 There shall be co-conveners, one appointed by the Federation and one appointed by  
15 the Superintendent. The panel will oversee the assessment process, credential the  
16 lead teachers and recommend additional roles and responsibilities for lead teachers,  
17 but will not assign lead teachers to positions. The panel will administer the appeals  
18 process. The assessment process will occur during 1989-90 for the first group of  
19 lead teachers.

20 c. Phased in Implementation

21 In order to allow for the necessary time for teachers to meet their criteria for  
22 advancement of the career ladder, the Career in Teaching Program will be  
23 implemented in September, 1990. The Board will allocate \$500,000 each school  
24 year beginning in September, 1990. The CFT and Board agree to mutually seek  
25 funding to supplement the planning and implementation of the plan, including the  
26 funding of additional Lead Teacher positions.

27 2. Cincinnati Teachers Professional Development Fund

28 The Board and Federation share the mutual goal of encouraging ongoing professional growth  
29 through participation in professional organizations and educational conferences.  
30 Therefore, the Board and Federation agree, effective September 1, 1988, to:

31 a. Joint Committee

32 A joint committee comprised of an equal number of teachers appointed by the  
33 Federation and administrators appointed by the Superintendent will develop  
34 recommendations about criteria, and application procedures for the professional  
35 development activities referred to in Paragraphs b, c and d below. Any procedures  
36 that involve evaluating proposals shall include teachers in the evaluation process.  
37 The committee is expected to complete its work by May 1, 1988 and will reconvene  
38 in April 1989 to review criteria and application procedures in light of the first  
39 year's experience. Communications regarding the Cincinnati Teachers Professional  
40 Development Fund shall be sent on a letterhead, bearing its name and indicating that  
41 the fund is a cooperative undertaking of the Board and the Federation.

1 b. Conference/Convention Fund

2 The Board shall establish a professional conference/convention fund of \$90,000  
3 annually. These funds may be used for travel, lodging, registration fees, substitute  
4 coverage and food.

5 c. Conversion of CEU's on Salary Schedule

6 The Board shall grant credit on the salary schedule for completion of state-approved  
7 CEU at the rate of one graduate hour for each three CEU's. The committee will  
8 develop the guidelines.

9 d. Sabbatical Leave

10 The Board shall offer sabbatical leaves at half pay and full benefits, not to exceed one  
11 year in length. Sabbaticals shall be governed by the guidelines established by the  
12 Joint Committee described in Paragraph (a) above. Sabbaticals may be granted for  
13 study or other professional growth experiences germane to the needs of the district.  
14 Teachers who are granted a sabbatical must agree to return to the district for a two-  
15 year period immediately following the period of leave. In 1988-89, there will be 5  
16 leaves granted, in 89-90 ten leaves granted, and in 90-91 twenty leaves granted.

17 e. District-Wide Conference

18 The Board shall establish a fund of \$30,000 annually for a district-wide  
19 professional conference and/or in-service programs planned jointly by the Board  
20 and Federation. One day will be added to the teacher work year which shall be for  
21 this purpose. All 190 day contracts shall be changed to 191.

22 \$200 TEACHER CERTIFICATES AND CONTRACTS

23 1. Teaching Outside Area of Certification

24 No teacher shall be required as a condition of employment to teach outside his/her area of  
25 certification.

26 2. Renewal of Certificate

27 Teachers who have a certificate on file in the Personnel Office which needs to be renewed  
28 shall be informed by the administration of the necessity to renew in January of the year of  
29 renewal.

30 3. Re-Employment of Limited Contract Teachers

31 Limited contract teachers who are re-employed shall be offered their contract before the  
32 close of the school term.

33 4. Contract Renewal

34 A contract shall be considered automatically renewed unless notification is given by  
35 April 30, except that supplementary contracts shall terminate upon completion of the  
36 assigned duties and payment therefore and are not subject to notification to the employee of  
37 non-renewal.

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- c. The bargaining agent may appeal the decision of the SBM/SDM Grievance Committee within five days of its rendering. The notice of intent to appeal shall be communicated, in writing, to the Associate Superintendent for Legislative and Labor Relations, Desegregation, and Policy Development. Failure to appeal the decision of the SBM/SDM Grievance Committee within five days shall constitute acceptance by the aggrieved employee(s) and the bargaining agent of the decision as being a satisfactory resolution of the issues raised.
5. The parties agree to the following alternate Step III grievance procedures:
- a. If the bargaining agent appeals the Step II decision, the Superintendent and the UTD Executive Vice President (or their designees) shall schedule a meeting to take place at a mutually agreeable time not more than 12 days after receipt by the Superintendent of such notice of appeal.
- b. Within 12 days of the Step III meeting, the Superintendent and UTD Executive Vice President (or their designees) shall render a decision and shall immediately communicate that decision, in writing, to the aggrieved employee(s). Copies of the decision shall be sent to the bargaining agent and the Bureau of Legislative and Labor Relations, Desegregation, and Policy Development.
- c. Failure to appeal the decision rendered at Step III to the Assistant Superintendent, Office of School Based Management, within five days by notice of intent to submit to arbitration, shall deem the decision at Step III to be final and no further appeal will be pursued.
6. The parties agree to follow the Arbitration procedures in Appendix A at SBM/SDM schools.

*Dade County,  
FL*

**SECTION 7. CAREER ACHIEVEMENT (CAREER LADDER) PILOT PROGRAM FOR TEACHERS**

- A. The parties reaffirm their commitment to educational excellence and improvement of the overall quality of instruction by attracting and retaining superior teachers through establishment of a system of career advancement based upon superior performance, professional growth and development, and economic incentives.
- B. Accordingly, the parties agree to develop a pilot Career Achievement (Career Ladder) Program for Teachers during the 1988-89 school year, for initial implementation during the 1989-90 school year, subject to School Board approval. The following criteria illustrate components which may be considered for inclusion in the pilot Career Achievement Program.
1. Participation in the program shall be voluntary and participation or non-participation shall have no effect on the individual employee's contractual status; nor shall participation or non-

participation be considered a factor in the assessment of an employee's performance.

2. To qualify for Lead Teacher designation, an applicant shall:
  - a. Have earned a Masters' degree in field (as defined in contractual guidelines for credential payments) from an accredited institution of higher learning and possess valid Florida teaching credentials or be authorized to teach in Florida public schools, pursuant to applicable state laws and State Board of Education Rules.
  - b. Possess a professional service contract or a continuing contract.
  - c. Spend at least 50% of employment time in direct work with students.
  - d. Demonstrate exemplary performance.
3. Career Achievement Program Lead Teachers shall receive an annual salary incentive.
4. Career Achievement Program Lead Teachers shall be required to undertake additional instructional leadership responsibilities, such as the following:
  - Serve as Peer Teacher
  - Provide Peer Assistance and Intervention
  - Serve as Intern Supervisor
  - Conduct Staff Inservice (School/Area/District)
  - Engage in Demonstration Teaching
  - Serve in a School Leadership Capacity (e.g., Department/Grade-Level Chairperson, Chairperson of Faculty Council or Shared Decision-Making Cadre).
5. The parties agree to develop a profile through which schools in the district are determined to be eligible for inclusion in the pilot Career Achievement Program. School Assessment Factors may include, but are not limited to, the following:
  - Staff -- turnover, number of beginning teachers, attendance, educational credentials and experience levels
  - Students -- socioeconomic levels, achievement levels/test scores, attendance, expulsions/suspensions/alternative school referrals, enrollment, transiency/mobility dropout profile/retentions, graduation rates

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  - Serve as Peer Teacher
  - Provide Peer Assistance and Intervention
  - Serve as Intern Supervisor
  - Conduct Staff Inservice (School/Area/District)
  - Engage in Demonstration Teaching
  - Serve in a School Leadership Capacity (e.g., Department/Grade-Level Chairperson, Chairperson of Faculty Council or Shared Decision-Making Cadre).
5. The parties agree to develop a profile through which schools in the district are determined to be eligible for inclusion in the pilot Career Achievement Program. School Assessment Factors may include, but are not limited to, the following:
  - Staff -- turnover, number of beginning teachers, attendance, educational credentials and experience levels
  - Students -- socioeconomic levels, achievement levels/test scores, attendance, expulsions/suspensions/alternative school referrals, enrollment, transiency/mobility dropout profile/retentions, graduation rates



- ° Facility -- Condition and size of building and site
- ° Special Programs/ Characteristics -- Exceptional Student Education, Chapter I, ESOL, Before/After-School Care, Faculty Racial Ratio, Alternative Education, Compensatory Education, Saturday School Program, Community School Program

School Assessment Factors may also include the Community Report Card.

- C. The parties agree to support establishment of a pilot Managerial School Improvement Program, whereby high-performing Principals are identified and assigned to lead comprehensive school improvement efforts at Career Achievement Program pilot schools.
- D. The parties further agree to develop a Chapter I program pilot plan during the 1988-89 school year, for implementation by January 1, 1989 or a later mutually agreeable date, which will include salary incentives for identified exemplary teachers and support staff at a designated Chapter I school.

#### SECTION 8. DADE ACADEMY FOR THE TEACHING ARTS

The Dade Academy for the Teaching Arts (DATA) has been established for the purpose of stimulating professional growth. DATA provides teachers with the opportunity to participate in a planned program of seminars, clinics, externships, and independent study. Its major objectives are to: update and expand content/subject area knowledge; broaden professional perspectives; and refine and enhance instructional skills. The parties encourage participation in the DATA program by eligible teachers and agree to pursue making this opportunity available to elementary as well as secondary level teachers, with 1988-89 as a planning year and with an elementary DATA pilot targeted for implementation during the 1989-90 school year.

##### A. DATA Definitions

###### 1. Dade Academy for the Teaching Arts (DATA)

A DCPS/UTD professional development program for teachers which incorporates a mini-sabbatical concept and is designed to energize, revitalize, and enhance the professionalization of teachers.

###### 2. Extern Teacher

A classroom teacher who is selected to participate in the DATA professional development program for a nine-week period.

###### 3. Resident Teacher

A teacher who is selected for assignment to the DATA staff. In addition to teaching classes, the Resident Teacher will conduct seminars, function in a mentoring capacity to the Extern

8

Teacher, coordinate clinical teaching sessions, and participate in the development and evaluation of the DATA program.

4. **Adjunct Teacher**

An appropriately certified teacher who is selected to assume teaching responsibilities at the home school of the Extern Teacher who is participating in the nine-week DATA program.

5. **DATA School-Site Principal**

The DCPS school-site administrator who, in addition to being responsible for the overall management and supervision of the school, is also responsible for incorporating DATA into the total school program.

6. **DATA Home School Principal**

A Principal whose teachers are involved in the DATA program as Extern Teachers or Resident Teachers.

7. **DATA Teacher-Director**

The DATA shall have a Teacher-Director appointed annually, who will coordinate the DATA program.

**B. DATA Participants'/Staff Rights and Responsibilities**

1. DATA participants' and staff rights shall be governed by the DCPS/UTD contract, except as otherwise stipulated in this section.

2. DATA participants and staff shall be considered on temporary assignment and shall be entitled to the same contractual rights and benefits as employees on leave, as well as other rights/benefits stipulated in this section.

3. **Extern Teachers**

a. The Extern Teacher is selected to participate in DATA for a nine-week period.

b. For purposes of orientation and professional development, Extern Teachers who participate in the DATA training program during the school year's first nine-week period may receive two additional days of employment prior to the beginning of the regular school year at the individual's actual daily rate.

c. Extern Teachers shall be free of responsibilities at the home school while attending DATA.

d. Extern Teachers receiving supplements for duties assigned during the school day at their home school assignment, including the 6th period supplement, shall continue to

Teacher, coordinate clinical teaching sessions, and participate in the development and evaluation of the DATA program.

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