



10/11/2021
0942-06
21-MED-02-0198
40823

AGREEMENT BETWEEN
THE BOARD OF EDUCATION OF THE
CINCINNATI CITY SCHOOL DISTRICT (“BOARD”)
AND
THE CINCINNATI ASSOCIATION OF
ADMINISTRATORS AND SUPERVISORS (“CAAS”)

Effective August 1, 2021 through July 31, 2024

Table of Contents

ARTICLE 2: TERM OF AGREEMENT.....	5
ARTICLE 3: MANAGEMENT RESPONSIBILITIES.....	5
ARTICLE 4: TERMS OF SERVICE	5
ARTICLE 5: WAGES AND COMPENSATION	6
Section 5.1 Generally.....	6
Section 5.2 Cost of Living Allowance (COLA)	6
Section 5.3 Principal Base Pay	6
Section 5.4 Assistant Principal Base Pay.....	6
Section 5.5 Central Office Administrator Base Pay	7
Section 5.6 Benefits Based on Evaluation Rating	7
A. Senior Status Principal bonus.	7
B. Field Administrator contract.	8
C. Central Office Administrator bonus.	8
Section 5.7 Senior Status Principal Re-Credentialing	8
Section 5.8 Stipends and Salary Differentials.....	8
A. High School Principals.....	8
B. High-poverty and large building schools.	8
C. Advanced degree.	9
ARTICLE 6: SICK LEAVE	9
Section 6.1 Conversion of Unused Personal Leave to Sick Leave.	9
Section 6.2 Sick Leave Payment Upon Retirement.....	9
A. Sick leave conversion.	9
B. Early notification of retirement.	9
C. Survivors.....	9
ARTICLE 7: ANNUAL LEAVE.....	10
Section 7.1 Annual Leave Days.....	10
Section 7.2 Eligibility	10
Section 7.3 Per Diem Payout for Accrued, Unused Annual Leave	10
Section 7.4 Conversion of Unused Annual Leave to Sick Leave	10
Section 7.5 Payment of Accrued Annual Leave Upon Separation	10

ARTICLE 8: PERSONAL LEAVE.....	10
Section 8.1 Field Administrators	10
Section 8.2 Central Office Administrators.....	11
ARTICLE 9: VACANCIES.....	11
Section 9.1 Generally.....	11
Section 9.2 Assistant Principal Selection.....	11
ARTICLE 10: FRINGE BENEFITS	12
Section 10.1 Retirement “Pick-Up”	12
Section 10.2 Legal Assistance	12
Section 10.3 Mileage	12
Section 10.4 Adoptive Assistance Program.....	12
Section 10.5 Paid Adoption/Parental Leave	13
Section 10.6 Term Life Insurance.....	13
Section 10.7 Professional Liability Insurance	13
Section 10.8 Professional Development	13
Section 10.9 Appearance in Court	14
Section 10.10 Wellness Program	14
Section 10.11 Disability Insurance Payroll Deductions	14
Section 10.12 Health and Dental Benefits	14
Section 10.13 No Reduction of Fringe Benefits	14
ARTICLE 11: CENTRAL OFFICE ADMINISTRATOR	14
RECLASSIFICATION PROCESS.....	14
Section 11.1 Classifications	14
Section 11.2 Bases for Reclassification	15
A. Expanded service levels.....	15
B. Reorganization.....	15
C. Increasing complexity of work.....	15
D. Reduction in force.....	15
E. Factors not considered.....	16
Section 11.3 Procedure for Reclassification	16
ARTICLE 12: RETIRED ADMINISTRATORS WHO ARE REHIRED	17
ARTICLE 13: ADMINISTRATIVE ISSUES BOARD (“AIB”).....	17

Section 13.1 Generally	17
Section 13.2 Meetings.....	17
Section 13.3 Agendas.....	17
Section 13.4 Meeting Attendance	17
Section 13.5 Minutes	18
Section 13.6 Facilitator	18
Section 13.7 Confidentiality	18
Section 13.8 Representatives and Consultants.....	18
ARTICLE 14: COMPLAINT PROCEDURE	18
ARTICLE 15: GENERAL PROVISIONS	19
Section 15.1 Committees	19
Section 15.2 CAAS Communications with Members	19
Section 15.3 Professionalism	19

ARTICLE 1: RECOGNITION AND REPRESENTATION

The Board has concluded that CAAS represents the vast majority of its employees holding administrative and supervisory positions. CAAS is recognized by this Board as the sole representative of administrative and supervisory personnel with the exception of the Superintendent, Treasurer, Senior Management Team members, Assistant Treasurer, Internal Auditor, Director of Human Resources, and Administrative Assistant to the Board for the purpose of negotiations with the Board, on all matters concerning such items as terms and conditions of employment as the Board and CAAS shall agree are proper subjects for negotiations. The Board and CAAS incorporate by reference the Resolution to Recognize CAAS adopted by the Board on April 25, 1977.

ARTICLE 2: TERM OF AGREEMENT

This Agreement shall be for three (3) years, effective August 1, 2021 through July 31, 2024.

ARTICLE 3: MANAGEMENT RESPONSIBILITIES

Wages, benefits and other working conditions of employment for the Administrative team not addressed herein shall be addressed by Board Policy and Administrative Procedure.

The Board and Superintendent shall continue to exercise responsibility to adopt, delete or amend policies and procedures respectively in good faith and with sound discretion and subject to individual employment agreements.

ARTICLE 4: TERMS OF SERVICE

All high school principals will receive 234-day contracts.

All elementary principals will receive 224-day contracts.

Principals assigned to redesigned/restructured schools (when the entire school staff is surplus) shall be required to work an additional 10 days with salary increased at a per diem rate (base salary divided by 224). Principals assigned to consolidated/combined schools shall be required to work an additional 5 days with salary increased at a per diem rate.

All Assistant Principals will have a 215-day work year.

Central Office Administrator term of service shall be for 261 days, 11 of which shall be paid as holidays at base salary plus stipend.

ARTICLE 5: WAGES AND COMPENSATION

Section 5.1 Generally

All CAAS Administrators are required to be on level pay (12 or 26 pay periods).

Section 5.2 Cost of Living Allowance (COLA)

CAAS salaries shall be increased by 5%, effective August 1, 2021 (as reflected by the updated pay scales in this agreement). CAAS salaries shall be increased an additional 3% effective August 1, 2022. Either CAAS or the District may reopen negotiations for changes to salary effective August 1, 2023.

Wage increases are dependent upon the ability of the District's Treasurer to sign a certificate under Section 5705.412 O.R.C.

If the District agrees to a higher cost of living increase for any other bargaining unit during the term of this Agreement, the District shall increase the compensation for CAAS members by the same percentage.

Section 5.3 Principal Base Pay

Principals will be placed in the level equal to their years of leadership as Principal (i.e., a Principal entering year 4 will be placed in the Step 4 level).

2021-22	Step 1 (new hires)	Step 2	Step 3	Step 4	Step 5	Step 6	Senior Result of Comp Eval
Elementary	\$100,524.50	\$103,524.56	\$108,025.98	\$112,526.07	\$117,027.51	\$121,530.21	\$127,530.34
High School	\$111,560.16	\$114,550.25	\$119,051.65	\$123,553.04	\$128,054.48	\$132,555.93	\$138,557.37

2022-23	Step 1 (new hires)	Step 2	Step 3	Step 4	Step 5	Step 6	Senior Result of Comp Eval
Elementary	\$103,540.24	\$106,630.30	\$111,266.76	\$115,901.85	\$120,538.34	\$125,176.12	\$131,356.25
High School	\$114,906.96	\$117,986.76	\$122,623.20	\$127,259.63	\$131,896.11	\$136,532.61	\$142,714.09

Principals who receive a proficient or better evaluation rating shall move up one step. Principals who receive less than a proficient rating shall be frozen at the current step.

Section 5.4 Assistant Principal Base Pay

Assistant Principals will be placed in levels by years of service as Assistant Principal. First year Assistant Principals will be placed at the first year/new hires level.

2021-22	Step 1 (New Hires)	Step 2	Step 3	Step 4	Step 5	Step 6
Elementary	\$83,761.69	\$86,650.71	\$89,538.40	\$92,427.42	\$95,315.09	\$99,647.98
Secondary	\$89,538.40	\$92,427.42	\$95,315.09	\$98,204.14	\$101,091.84	\$105,424.69

2022-23	Step 1 (New Hires)	Step 2	Step 3	Step 4	Step 5	Step 6
Elementary	\$86,274.54	\$89,250.23	\$92,224.55	\$95,200.24	\$98,174.54	\$102,637.42
Secondary	\$92,224.55	\$95,200.24	\$98,174.54	\$101,150.26	\$104,124.60	\$108,587.43

Assistant Principals who receive a proficient or better evaluation rating shall move up one step. Assistant Principals who receive less than a proficient rating shall be frozen at the current step.

Section 5.5 Central Office Administrator Base Pay

Central Office Administrator base salary for school years 2021-22 and 2022-23. Pursuant to the attached MOU, the salary ranges below will be reviewed and adjusted by a task force composed of CAAS representatives and senior District leadership, who will begin meeting no later than August 1, 2021.

Position	2021-22		2022-23	
	Min	Max	Min	Max
Specialist	\$66,333.34	\$78,825.88	\$68,323.34	\$81,190.66
Associate I	\$77,828.82	\$92,482.56	\$80,163.68	\$95,257.04
Associate II	\$88,442.26	\$105,093.28	\$91,095.53	\$108,246.08
Manager I	\$104,446.99	\$117,216.49	\$107,580.40	\$120,732.98
Manager II	\$114,076.47	\$125,367.72	\$117,498.76	\$129,128.75
Director I	\$119,301.62	\$133,888.89	\$122,880.67	\$137,905.56
Director II	\$132,104.61	\$148,252.50	\$136,067.75	\$152,700.08

An increase in a Central Office Administrator's base pay, as earned in Section 5.6(C), will be made until the salary reaches the maximum level of the classification. If the increase exceeds the classification maximum, the excess will be paid as a bonus.

Section 5.6 Benefits Based on Evaluation Rating

A. Senior Status Principal bonus.

Senior Status Principals will participate in pay-for performance according to the following schedule:

Rating	Bonus Pay Only
Accomplished	3%
Proficient	2%
Developing	0%

B. Field Administrator contract.

Starting with evaluations completed at the end of the 2016-17 school year (as the first year of three consecutive evaluation years), a three-year contract will be awarded to CAAS Principals and Assistant Principals who have achieved an Accomplished rating for three consecutive years.

C. Central Office Administrator bonus.

Central Office Administrators who receive the indicated performance rating with respect to the school year ending on July 31 of a given calendar year will receive the indicated compensation adjustment effective for the school year beginning immediately thereafter on August 1.

Rating	Total	Percentage of total added to base pay for year beginning August 1	Percentage of total payable as bonus September 1
Outstanding	3%	2%	1%
Accomplished	2%	1%	1%
Satisfactory	0%	0%	0%

Section 5.7 Senior Status Principal Re-Credentialing

Senior Status Principals will be subject to re-credentialing evaluations every 3 years. If the Senior Status Principal is not re-credentialed, the Principal shall return to Step 6 for the ensuing school year.

The re-credentialing process shall be co-developed and agreed upon by CAAS and senior District leadership prior to beginning re-credentialing.

A Principal who has achieved Senior Status and subsequently is not re-credentialed may seek Senior Status each year pursuant to the re-credentialing process.

Section 5.8 Stipends and Salary Differentials

A. High School Principals.

High School Principals shall receive an annual stipend of \$7,500, which is included in base pay. This amount shall be in addition to all other stipends for which the employee is eligible.

B. High-poverty and large building schools.

An annual stipend of \$1,000 shall be paid to principals of schools that are designated as "high-poverty," which are schools eligible for Title I funds. An annual stipend of \$1,000 shall be paid to principals of schools designed as "large buildings," which are schools with an enrollment of 1,000 or more students. Such stipends shall be payable on a quarterly basis for

any quarter in which the schools qualified as “high poverty” or a “large building” as of the last school day of the quarter. This amount shall be in addition to all other stipends for which the employee is eligible.

An annual stipend of \$500 shall be paid to assistant principals of schools that are designated as “high-poverty,” which are schools eligible for federal Title I funds. An annual stipend of \$500 shall be paid to assistant principals of schools designated as “large buildings,” which are schools with an enrollment of 1,000 or more students. Such stipends shall be payable on a quarterly basis for any quarter in which the school qualified as “high poverty” or as a “large building,” as of the last school day of the quarter. This amount shall be in addition to all other stipends for which the employee is eligible.

C. Advanced degree.

CAAS members who earned an Ed.D. or Ph.D. in their area of work as of July 31, 2013, and who were employed as a CAAS administrator as of July 31, 2013, shall receive a salary differential of \$1,200 (not part of base pay) (checks to be issued by August 1 annually). This amount shall be in addition to all other stipends for which the employee is eligible.

ARTICLE 6: SICK LEAVE

Section 6.1 Conversion of Unused Personal Leave to Sick Leave.

On August 1 of each year for Certificated Administrators and on September 1 of each year for Civil Service Administrators, the Board will convert unused personal leave to sick leave for all administrative employees on the basis of one day’s sick leave for one day’s personal leave.

Section 6.2 Sick Leave Payment Upon Retirement

Administrators who are eligible to retire according to STRS or SERS guidelines and who retire from the school district shall be eligible for a payment of accrued, unused sick leave. Accrued, unused sick leave for administrators will be adjusted for payment at retirement as follows.

A. Sick leave conversion.

All administrators, whether promoted from within to administration or hired from outside the district, will receive a 1 for 4 sick leave payout capped at 240 days (converted to 60) for payout upon retirement purposes of sick leave. This rate will begin with their appointment as administrators.

B. Early notification of retirement.

Employees who notify the Board officially by January 1 that they plan to retire effective at the end of the school year shall receive 5 days sick leave conversion in addition to their normal settlements.

C. Survivors.

The sick leave conversion described above shall be paid to survivors upon the death of an employee who has at least 17 years’ service.

ARTICLE 7: ANNUAL LEAVE

Section 7.1 Annual Leave Days

Contracts issued to all Central Office Administrators will include 25 days annual leave.

Central Office Administrators employed as of July 31, 2013, who are entitled to 27 days annual leave as of the effective date of this Agreement, shall continue to receive 27 days annual leave.

Section 7.2 Eligibility

Administrators who accrue annual leave will be eligible to take vacation during the first year of service in their contract.

Section 7.3 Per Diem Payout for Accrued, Unused Annual Leave

Central office administrators shall be eligible to receive a per diem payout of up to 10 days per year for accrued, unused annual leave. Central Office Administrators shall be given an opportunity annually on or about July 1 to notify the Treasurer's Office of the number of accrued, unused annual leave days to be exchanged for a per diem payout (no more than 10 days per year). The Treasurer's Office shall verify that the Central Office Administrator has sufficient accrued, unused annual leave and shall make the payment to the Central Office Administrator in the first regular pay period annually after September 1.

Section 7.4 Conversion of Unused Annual Leave to Sick Leave

Unused annual leave over 10 days maximum will be converted to sick leave annually on September 1.

Central Office Administrators employed prior to August 1, 2002, who as of the effective date of this Agreement are entitled to accrue up to 54 days annual leave, shall continue to be entitled to accrue up to 54 days annual leave with the excess converted to sick leave annually on September 1.

Section 7.5 Payment of Accrued Annual Leave Upon Separation

Central Office Administrators shall be paid for all accrued, unused annual leave upon separation from employment with the District.

ARTICLE 8: PERSONAL LEAVE

Section 8.1 Field Administrators

Personal leave days shall be made available during the school year August 1 through July 31 to any eligible Field Administrator under the following conditions:

- 6 days if beginning date of employment is prior to January 1
- 4 days if beginning date of employment is in the period January 1 through March 31
- 2 days if beginning date of employment is after March 31

Section 8.2 Central Office Administrators

Personal leave days shall be made available during the school year September 1 through August 31 to any eligible Central Office Administrator under the following conditions:

- 3 days if beginning date of employment is prior to January 1
- 2 days if beginning date of employment is in the period January 1 through March 31
- 1 day if beginning date of employment is in the period April 1 through June 30
- no days if beginning date of employment is after June 30

ARTICLE 9: VACANCIES

Section 9.1 Generally

The Superintendent and CAAS shall maintain and administer a procedure for providing notification of all administrative and supervisory vacancies and the opportunity to apply for such vacancies. CAAS will receive written notification of the posting of all administrative and supervisory vacancies. All CAAS and management team opportunities will be posted for a minimum of one calendar week.

Section 9.2 Assistant Principal Selection

- A. Surplussed Assistant Principals will be selected and/or placed into open Assistant Principal Positions prior to the placement of any individuals in the Assistant Principal pool. Selections and/or placements of Assistant Principals should be done in collaboration with the building principal.
- B. A Generic Assistant Principal Position should be posted for a two-week period in January.
- C. Applicants for the Assistant Principal Position will complete a screening assessment. The assessment will be agreed upon by CAAS and the Human Resources Department. A screening score will be set and applicants who score at or above the cut score will be placed into the Assistant Principal Applicant pool.
- D. Principals with Assistant Principal openings will select for interview, members of the pool.
- E. Principals will interview Assistant Principal Candidates and recommend a candidate to the Superintendent.
- F. If a pool member is not selected for a position they will remain in the pool for three years from the date of their initial application. They will need to reapply to the pool after three years.
- G. Newly appointed Assistant Principals will receive professional development specific to the Assistant Principal role, jointly planned by CAAS and Management, prior to the start of the Assistant Principal career.

H. Assistant Principal Formula will be jointly reviewed prior to budget development.

ARTICLE 10: FRINGE BENEFITS

Section 10.1 Retirement "Pick-Up"

Beginning with the effective date of this Agreement, the Board shall assume and pay directly to the State Teachers Retirement System (STRS) or the School Employees Retirement System (SERS), on behalf of all Principals and Central Office Directors, 75% of the mandated employee share of retirement contributions, without reduction in gross salary. The Board shall assume and pay directly to the STRS or SERS, on behalf of all Central Office Managers, 25% of the mandated employee share of retirement contributions, without reduction in gross salary.

The Board shall designate each employee's portion of the mandatory contribution to the STRS/SERS of Ohio (25% of the mandatory contribution for Principals and Central Office Directors, 75% for Central Office Managers, and 100% for all other employees) as "picked-up" by the Board as contemplated by Internal Revenue Service Revenue Rulings 77-462 and 81-36 (although they shall continue to be designated as employee contributions as permitted by OAG Opinion 82-097). The amount of the employee's income reported by the Board as subject to Federal and Ohio income taxes shall be the employee's total gross income reduced by the employee's portion of the then current percentage amount of the mandatory STRS/SERS contribution which has been designated as "picked-up" by the Board.

The amount designated as "picked-up" by the Board shall be included in computing the final average salary for retirement purposes. The amount designated as "picked-up" by the Board shall also be included in computing the employee's daily rate for the purpose of sick leave conversion upon retirement.

Section 10.2 Legal Assistance

The Board shall provide legal and other necessary assistance to the fullest extent possible under the law.

Section 10.3 Mileage

The mileage rate will equal the maximum reimbursement allowed by the Internal Revenue Service for employee business expense.

Section 10.4 Adoptive Assistance Program

Upon application by the employee, the Board will reimburse up to \$2,000.00 of required expenses incurred by the employee in the placement and adoption of a dependent minor child. Such expenses may include:

- recognized adoption agency fees

- placement fees
- maternity fees of the natural mother
- temporary foster care fees
- legal and court fees.

Payments will be made as follows:

- Payments will be made within 30 days after the child is placed in the adoptive family's home (the date the child becomes a member of the household, not the date of final adoption which usually comes later) and evidence of eligible expenses paid has been submitted to the Board.
- In cases of multiple adoptions, the adoption of each child would be considered separate. A maximum of \$3,000 will be payable to any one family within a twelve-month period.

Section 10.5 Paid Adoption/Parental Leave

An employee may use up to 30 days sick leave for absence due to the routine care and bonding with a newborn or newly adopted child.

Section 10.6 Term Life Insurance

\$100,000. Administrators shall have the option of purchasing an additional \$100,000.00 term life insurance at a group rate dependent upon age. Payroll deductions shall be allowed for such additional purchases.

Section 10.7 Professional Liability Insurance

Liability Insurance will be provided to the maximum of the Ohio School Board Association Professional Liabilities Program as required by Ohio Revised Code.

Section 10.8 Professional Development

CAAS-identified representatives shall be appointed to assist in the development of all district plans to provide recognition and opportunities for professional development of administrators and others aspiring to positions of administrative leadership. A single committee will be established to coordinate the final unified recommendations for the district. Initiatives for administrators already proposed or under way, which should be included, are:

- Leadership Academy Models
- Administrative Internship Program
- Administrative Assistance for Elementary Schools of 500
- Exceptional Accomplishments
- Job Study
- Career Ladders for Administrators
- Reconciliation of the Role of School Manager and the Educational Leader

One Hundred and Twenty Thousand Dollars (\$120,000.00) per year beyond the normal Superintendent's allocation shall be reserved for allocation by the committee to the

Administrative Staff Development Budget to include funding for projects, which might include stipends for administrative interns, assessment and training for administrators, awards for administrators, and stipends for leadership training of administrators. A process shall be developed to accompany the annual evaluation, which provides advice where appropriate to employees regarding potential for promotion to a position of higher responsibility and affords an opportunity for each employee to express interest in other employment opportunities.

Section 10.9 Appearance in Court

Employees summoned for Jury Duty shall incur no loss in pay, benefits or accrued leave. In case of absence in response to a subpoena in (1) a court proceeding or (2) an administrative hearing, in which neither the employee nor a labor organization recognized by the Board is a party, the Board shall deduct from the employee's salary only the amount of any witness fee or other compensation in excess of \$35.00 per day.

Section 10.10 Wellness Program

A wellness program funded by the Board will be implemented effective January 1, 2011. Benefit Bank balances as of December 31, 2010 will continue to be available for access until depleted. No further contributions will be made by the Board to the Benefit Bank.

Section 10.11 Disability Insurance Payroll Deductions

CPS shall permit and administer payroll deduction for short-term and long-term disability insurance, effective January 1, 2011. Details will be addressed in the Benefit proposal.

Section 10.12 Health and Dental Benefits

CPS shall maintain current health insurance and dental benefits at current rates and terms.

Section 10.13 No Reduction of Fringe Benefits

Fringe benefits for current employees will not be reduced below the current levels specified in this Agreement.

ARTICLE 11: CENTRAL OFFICE ADMINISTRATOR RECLASSIFICATION PROCESS

Section 11.1 Classifications

All Cincinnati Public School District Central Office Administrators' positions are classified as one of the following:

- Specialist
- Associate I
- Associate II
- Manager I
- Manager II

- Director I
- Director II

A “classification” or job title consists of one or more jobs within a particular occupational field, which are sufficiently similar in nature and level to allow for the rational use of the same title. While some classifications include only a few positions (i.e., Director II), other classification may include many individual positions (i.e., Education Associate I). While not all jobs within a common classification are absolutely identical, the jobs are enough alike with respect to the nature and level of work performed to allow equitable inclusion within the same pay range.

Section 11.2 Bases for Reclassification

While it is assumed that existing central office administrative jobs are properly classified within this structured system, there are circumstances where a particular job becomes fundamentally different. In such a case, reclassification may take place when a factual finding is made that significant and permanent changes have occurred in the scope and level of duties being performed. The circumstances most likely to support a reclassification action include:

A. Expanded service levels.

When new or expanded programs or other initiatives are undertaken by the District, adding to the overall scope and level of responsibility for Central Office Administrators managing these activities. The scope of the program addition or expansion must be significantly changed to provide a legitimate basis for reclassifying a particular position.

B. Reorganization.

When the structure and workflow of an office or department are reorganized, there can be changes in the scope and level of work being performed by individual positions. Examples of organizational events that can impact classification include: an administrator’s responsibility for coordinating two programs may increase to four; an administrator serving in a staff capacity may assume supervisory responsibilities; a significant function once assigned to one department may be transferred to another.

C. Increasing complexity of work.

When service demands require high levels of expertise beyond the use of tools and technology, or when changing laws and/or regulations add to the difficulty and complexity of particular positions to a significant degree. Technological changes may alter the way an administrator’s work is completed, but in order for the position to be reclassified, the work itself must substantially change. An example of substantial change would be when a lower level position is assigned significant responsibility for administering a LAN, training new employees, customizing software to meet District applications, and finding solutions to systems problems.

D. Reduction in force.

For budgetary or other reasons, which are not accompanied by a corresponding reduction in service delivery expectations. Reclassification may occur when duties and responsibilities are delegated from a higher-level administrator to a lower level position, taking into account that those duties and responsibilities are clearly beyond the level and scope of work typically performed by that administrator.

E. Factors not considered.

There are also certain factors that are not considered in the reclassification process:

- the volume of work being performed;
- the use of technology;
- individual job performance;
- individual qualifications of the incumbent administrator;
- seniority in the position, or years of service to the District.

Section 11.3 Procedure for Reclassification

A request for reclassification of a Central Office Administrator's position must be made in writing by the administrator to his/her supervisor. This request should explain sufficiently and succinctly what is being requested and why. The letter should include:

- 1) The administrator's primary duties and responsibilities.
- 2) Any significant changes in overall scope and level of responsibility that may have occurred.
- 3) The importance of the position to the District organization.
- 4) Specific reasons for requesting reclassification.
- 5) Any other pertinent information.

Prior to approval for a job reclassification, the request along with any supporting documentation will be presented by the supervisor to Senior Management Team members. Those members will bring forth a recommendation to the Superintendent to either approve or deny the request.

If the decision is to deny the job reclassification request, the process does not continue and the administrator is advised by his/her supervisor that the request was denied by the Senior Management Team. If the decision is to grant a job reclassification request, a job study will be performed by the district's external contractor.

Once the job study is completed, the Director of Human Resources will deliver the written report to the Superintendent. The Superintendent will determine if any classification changes are warranted.

If the Superintendent approves the reclassification recommendation, official notification will be sent to the CAAS President, the administrator affected, and his/her supervisor. Once all parties are notified, the re-classification will be presented by Human Resources for Board approval.

Any classification changes approved by the Board will become effective on the first day of the first payroll period following the Superintendent approval date.

Final determination of the Superintendent will be issued 90 days from the date the request was submitted to the Senior Management Team.

ARTICLE 12: RETIRED ADMINISTRATORS WHO ARE REHIRED

Administrators, who have retired from Cincinnati Public Schools who are rehired as administrators, shall be treated as Administrators new to the District and shall be placed on the first step of the salary scale. Rehired retired Administrators shall receive one-year contracts. Retired Administrators who are rehired will receive benefits, including medical and dental. No payout will be given on post retirement sick leave accumulation.

ARTICLE 13: ADMINISTRATIVE ISSUES BOARD ("AIB")

Section 13.1 Generally

The Superintendent will maintain as an administrative procedure an Administrative Issues Board (AIB) to serve in an advisory role to the Superintendent. Representatives on AIB shall be appointed by CAAS to adequately represent all Administrators. Pay and performance issues may be raised in the AIB. The Board directs the Superintendent to implement and administer the Statement of Procedure for the AIB.

As to the implementation of Board policies and administrative procedures, CAAS and the Superintendent will discuss modifications, and changes to such policies and procedures at the Administrative Issues Board or in any other forum to which the Superintendent and CAAS may agree. Such discussions may continue after the modification(s) or change(s) have been approved by the Board because it is understood that the Board may decide to adopt policies at its discretion. The Superintendent develops administrative procedures where necessary to implement such policies.

Section 13.2 Meetings

The AIB shall meet monthly by mutual agreement. Meetings may be scheduled more frequently by mutual agreement. Meetings may not be cancelled other than for an emergency or by mutual agreement.

Section 13.3 Agendas

An agenda shall be prepared by CAAS and by the Superintendent or designee in anticipation of each meeting. These agendas shall be exchanged no later than the Monday prior to the meeting. The time of the meeting shall be divided as evenly as possible between the two agendas with the desire that as many items as possible on each of the agendas will be discussed at the meeting as time permits. Agenda items may include issues regarding Administrative Procedures or Board Policies.

Section 13.4 Meeting Attendance

Meetings shall have in attendance the Superintendent or designee, the Treasurer, representatives from CAAS including its President, and other staff as necessary and appropriate. The AIB may delegate agenda items on other issues to a sub-committee or other forum for consideration where appropriate. After CAAS believes that a reasonable period of time has elapsed for

discussion of an agenda item, CAAS may call the question on that item at an AIB meeting and the Superintendent shall provide an answer to CAAS at the next AIB meeting.

Section 13.5 Minutes

A representative designated by CAAS shall prepare minutes of the meeting. These minutes, however, shall be used to refresh recollections as to what occurred at the meeting and what understandings may have been reached, but these minutes shall not be treated by anyone as a verbatim expression of a point of view of any participant at the AIB. Minutes shall be distributed to CAAS and to the Superintendent within seven days of the meeting.

Section 13.6 Facilitator

Where appropriate, and by mutual agreement, a facilitator who does not have a direct stake in the outcome of an issue may be called upon to facilitate discussion of that item.

Section 13.7 Confidentiality

All participants at meetings of the AIB shall respect the confidentiality of matters under discussion and respect that spokespersons may be articulating the views of their organization, committee or working group and not their personal points of view.

Section 13.8 Representatives and Consultants

Representatives and consultants who are not employed by the Board of Education may be invited to AIB meetings with the consent of CAAS and the Superintendent or designee.

ARTICLE 14: COMPLAINT PROCEDURE

In the interest of maintaining an effective working environment and the unity of the administration it is incumbent upon all administrators involved in a complaint to make every effort to arrive at a reasonable and equitable resolution through informal conferences promptly and at the lowest level possible. The members may have representatives of CAAS at each level, including CAAS' counsel. The procedure for filing and resolving complaints is as follows:

- Level 1: Any member having a complaint, or the president of CAAS on behalf of CAAS, shall first discuss it informally with the complainant's supervisor within ten (10) workdays of the event.
- Level 2: Any complaint, which cannot be resolved informally must be reduced to writing and submitted to the senior manager who has the authority to resolve the complaint. This must be done within fourteen (14) workdays of the event giving rise to the complaint. The complaint must be clearly defined and must include a statement of the remedy sought. Within seven (7) workdays of receiving the written complaint, the senior manager shall conduct a conference with the member, either individually or together with a representative from CAAS. The complainant reserves the right to have CAAS representation. The senior manager must issue a written ruling on the complaint within 48 hours of the conference.

Level 3: If the matter is not satisfactorily resolved at Level 2, CAAS may file the written complaint with the Superintendent. This must be done within 7 workdays of the complainant receiving a ruling from the senior manager in Level 2. The Superintendent or her/his designee shall within fourteen (14) workdays of the receipt of the complaint conduct a meeting concerning the complaint. The member and CAAS shall be notified in writing as to the time, place and date of the meeting. The hearing shall include the member and representatives from CAAS. Within seven (7) workdays of the conclusion of the meeting, the Superintendent or her/his designee shall respond in writing to the complaint. The Superintendent or her/his designee will furnish a copy of this response to the President of CAAS.

Resolutions agreed upon at Level 2 or beyond shall be documented in writing and signed by the parties involved. A file on all decisions will be kept by the CAAS Secretary and the Superintendent's designee.

ARTICLE 15: GENERAL PROVISIONS

Section 15.1 Committees

The Superintendent and CAAS shall maintain and administer a procedure for considering the appointment of Administrators to district-wide committees.

Section 15.2 CAAS Communications with Members

CAAS is authorized to use the CPS internal non-electronic mailboxes for communications to, from, and between its members. CAAS is authorized to use a designated non-electronic bulletin board for communications to its members.

Section 15.3 Professionalism

The parties agree that the membership of CAAS comprises the front line leadership of Cincinnati Public Schools. Principals and Assistant Principals are leaders of their schools and are expected to be leaders in their school community. Central Office Directors, Managers, and other Administrators are the leaders of their departments and should set a positive example for all CPS employees.

Cincinnati Public Schools expects that all CAAS members exhibit the highest levels of professionalism in the performance of their jobs. Professionalism means communicating effectively and appropriately, including on social media, carrying the District's message in a positive way. Nothing in this Agreement shall limit or restrict any CAAS Administrator's First Amendment rights or other constitutionally protected activity. CAAS Administrators should serve as positive ambassadors for CPS and good role models for CPS students. CAAS Administrators are expected to be responsible, ethical and team oriented. CAAS Administrators should dress appropriately and professionally for the particular aspects, demands, locations and culture of their workplaces.

So agreed, this 9th day of September, 2021.

FOR CAAS:

Michael Turner 8.26.21
Michael Turner Date
President

Jeffrey Chrystal 8-26-21
Jeffrey Chrystal Date
Past President

Angela Roddy 8.26.21
Angela Roddy Date
President-Elect

Carrie Bunker 8-26-21
Carrie Bunker Date
Central Office Representative

Robb S. Stokar 17 Aug 21
Robb S. Stokar Date
Legal Counsel

**FOR THE BOARD OF EDUCATION OF
THE CINCINNATI CITY SCHOOL
DISTRICT:**

Carolyn Jones 9/9/2021
Carolyn Jones Date
President

Jennifer M. Wagner 9/9/2021
Jennifer M. Wagner Date
Treasurer

Tianay Amat 9/1/21
Tianay Amat Date
Interim Superintendent

Paul McDole 8-30-21
Paul McDole Date
Director, Human Resources

Daniel H. Hoving
Daniel Hoving Date
General Counsel

