5-10-1977

Cincinnati School District Board of Education and Cincinnati Federation of Teachers, American Federation of Teachers, AFL-CIO, Local 1520 (1977)

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Cincinnati School District Board of Education and Cincinnati Federation of Teachers, American Federation of Teachers, AFL-CIO, Local 1520 (1977)

Location
Cincinnati, OH

Effective Date
5-10-1977

Expiration Date
12-31-1979

Number of Workers
3150

Employer
Board of Education of the Cincinnati School District of the City of Cincinnati

Union
Cincinnati Federation of Teachers

Union Local
1520

NAICS
61

Sector
Local government

Item ID
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Comments
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COLLECTIVE BARGAINING CONTRACT

Between the

CINCINNATI BOARD OF EDUCATION

and the

CINCINNATI FEDERATION OF TEACHERS

LOCAL 1520, AMERICAN FEDERATION OF TEACHERS, AFL-CIO

SUITE 402
1015 VINE STREET
CINCINNATI, OHIO 45202

(513) 621-6699

MAY 10, 1977, to DECEMBER 31, 1979

CREDITS: POST (TERRY ARMOR) BACK COVER: POST (ALEX BURROWS)
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RATIFIED MAY 9, 1977

IMPLEMENTED MAY 10, 1977

Roger Stephens, President, CFT

Henry Kasson, President, CBE

CFT NEGOTIATING TEAM

Paul Amspaugh, Labor Del.
Betty Caveny, Ed. Policies
Dorothy Coleman, Career Ed.
Richard Kiley, Co-Chair., C.B.
Tom Mooney, Ed. Policies
Wayne Robey, First V.P.
Susan Richmond, Co-Chair., C.B.
Steve Sexton, Special Groups & Benefits

Roger Stephens, President, ex officio
Robert Bates, AFT Negotiator

CFT BARGAINING COMMITTEE

More than 25 people helped prepare the list of demands. Those who attended most of the meetings and did much of the work, aside from the negotiating team, follow:

William Baker, Withrow
Mike Behr, Stowe
Kuaana Bell, Campbell
Judson Cross, Merry
Jeff Kincaid, Crest Hills
David Hilgeford, McMillan
Tom Hurley, Alken
Patrick McNeely, Winton Terrace
Paulette Meier, Woodward
Diana Porter, SCPA
Andrea Price, North Avondale
Don Reder, Walnut Hills
Bill Schmidt, Walnut Hills
Ed Tuebner, Peoples
Virginia Wyatt, Lincoln

SUPERINTENDENT

James N. Jacobs

BOARD OF EDUCATION MEMBERS

Henry Kasson, President
J. Howard Sunderman, Vice President
Robert Braddock
Edward Geers
Virgínia K. Griffin
John Rue
Mary Schloss

BOARD NEGOTIATING TEAM

James K. L. Lawrence, Counsel
John J. Geiger, Coordinator

Employee Relations

Frank J. Braun
Carmelita Crouch
Robert L. Eicher
Orlando Henderson
Richard P. Robinson
Kenneth J. Sharp
The Lines Are Drawn

Enquirer
3/19/77
B100 BASIC LANGUAGE/B101 CONTRACT/B102 RECOGNITION

B101 CONTRACT

.01 PARTIES/DATE EFFECTIVE
.011 This contract is made and entered into by and between the Cincinnati Federation of Teachers, Local 1520, AFT, AFL-CIO (hereafter the Federation) and the Cincinnati Board of Education (hereafter the Board) and shall be binding and effective on May 10, 1977.

B102 RECOGNITION

.01 BARGAINING UNIT
.011 The Board recognizes the Federation as the sole and exclusive bargaining agent for the purpose of bargaining wages, hours, benefits and all other terms and conditions of employment for all teachers in the bargaining unit, including classroom teachers on an annual rate and classroom teachers paid on an hourly rate at Stowe and McMillan Center, and certificated night school teachers who are also day school classroom teachers on an annual rate, librarians, administrative interns, psychologist interns, visiting teachers, examiners, teacher specialists, coordinating teachers, nurses, counselors; but excluding pre-school instructors, daily-rate substitutes, and other daily and hourly-rate teachers, psychologists, psychiatric social workers, lunchroom managers, administrative assistants, coordinators, associate coordinators, directors, associates, instructional consultants, supervisors, associate instructional consultants, assistant instructional consultants, librarian-professional library, assistant principals, principals, assistant superintendents, deputy superintendents, and the superintendent for a three (3)-year period beginning January 1, 1977, through December 31, 1979.

.012 ELECTION PETITION
.0121 No other employee group shall file an election petition during the said three (3)-year period earlier than October 1, 1979 or no later than October 31, 1979. If an election petition signed by fifty (50) percent of the teachers is filed during the thirty (30)-day "open period" in October, 1979, the Board shall, upon verification of petitions, cause an election to be directed before the winter recess in December, 1979. If no petition is so filed, the Board shall continue to recognize the Federation for an additional three (3)-year period (January 1, 1980, through December 31, 1982).

.0122 PETITION SIGNATURES
.01221 The petition signatures must be obtained during the thirty (30)-day "open period." All petitions must contain the teacher's signature, school, and date of signing.

.02 EXCLUSIVE RECOGNITION
.021 The Board shall not recognize any other organization which seeks the right to represent the members of the bargaining unit during the term of this contract, nor shall the Board in any way contribute to the growth or creation of rival organizations in any way.
.03 INFORMATION TO FEDERATION
.031 Information, statistics, and records relating to wages, hours, benefits and all other terms and conditions of employment reasonably necessary for the proper enforcement of the terms of this contract shall be made available to the Federation upon request.

.032 The Federation shall receive the information which is to be given to the public on the Friday before the Board of Education meeting or as soon thereafter as it is available.

.033 Public information referred to in the minutes but not distributed shall be made available to the Federation upon request at cost.

B103 FAIR PRACTICES

.01 BOARD AGREEMENT
.011 The Board agrees that no person(s), group(s), department(s) or division(s) responsible to the Board shall discriminate against any employee on the basis of race, creed, color, national origin, sex, age (18 to 65), or membership in, lawful participation or association with the lawful activities of the Federation.

.02 FEDERATION AGREEMENT
.021 The Federation agrees to represent all persons in the bargaining unit equally and fairly.

B104 FEDERATION RIGHTS

.01 PRIVILEGE OF OFFICE
.011 ORIENTATION
.0111 The Federation shall have the right to participate in the initial system-wide and geographical area orientation of new teachers.

.012 FEDERATION CHAPTER
.0121 The Federation Chapter in each building shall have the right to transact Federation business on school property before or after the teacher's regular school day. The facilities specifically requested by the Federation shall not be denied, except where there is a previously announced and conflicting school activity.

.0122 Chapter meetings shall be announced to the principal not more than five (5) days prior to the date of the meeting. (The administration shall not subsequently schedule any meeting or event to conflict with a Federation Chapter meeting.)

.013 BULLETIN BOARD
.0131 The Federation shall have the right to use one-third (1/3) of the bulletin board located in the administration office or located in the nearest proximity to the teachers' mailboxes. The Federation shall also have the right to the use of a portion of other existing faculty bulletin boards.

.014 DEDUCTIONS
.0141 The Board shall deduct the uniform and periodic Federation dues from the paycheck of any teacher who voluntarily authorizes in writing that such deduction be made. Federation dues deducted by the Board shall be transmitted to the Federation promptly.
Credit Union deductions, United Appeal deductions, insurance deductions currently approved plus other deductions which may be mutually agreed upon by the Federation and the Board and which have been voluntarily authorized in writing by a teacher shall be made upon receipt of the written authorization.

**015 FEDERATION LEAVE**

Upon written request of the Federation, the Federation president and up to three (3) others may take a leave of absence without pay to conduct Federation business. If the Certificated Personnel Branch is notified by April 1, of a given school year that the person on leave wishes to return to service the ensuing school year, such person shall be placed in the same or similar assignment for which the person is certified and shall receive all increments and accrued benefits as if continually employed to the extent permitted by the Ohio Revised Code.

**016 PRINTING OF CONTRACT**

Upon ratification of this contract, the Federation shall have 5,000 copies of this contract printed and the Board shall pay one-half (½) the cost. The Federation shall distribute one (1) copy to each member of the bargaining unit. Additional copies of this contract shall be made available to employees upon request in each building/unit to which they are assigned. New employees shall be provided with a copy of this contract when employed.

**017 FEDERATION PONY DELIVERY**

The building in which the Federation office is located shall be included as a regular stop on the school mail delivery route.

**018 SUPERINTENDENT/FEDERATION PRESIDENT MEETINGS**

The Superintendent and the Federation president shall meet bi-weekly before Board meetings.

**019 BOARD MEETINGS**

The Federation president or designee shall have a seat and the right to speak at all public meetings of the Board of Education and its subcommittees.

**0110 COORDINATOR OF EMPLOYEE RELATIONS/FEDERATION PRESIDENT MEETINGS**

The Coordinator of Employee Relations and the Federation president shall meet at least monthly during the year to discuss current school problems and procedures of this contract. Additional meetings shall be held upon request of either party.

**02 BUILDING REPRESENTATION AND PRIVILEGES**

Every school or unit in the system shall have a Federation Building Representative from that building/unit who shall be elected by the Federation members of that school/unit or appointed to the position by the Federation.

The Federation shall have the right to distribute bulletins and other pertinent materials through the inter school mail delivery and/or by placing them in the mailboxes of teachers and other professional employees.
023 SCHOOL VISITATION

0231 The Federation president or his/her designee shall have the right to visit the schools to investigate working conditions, teacher complaints or problems or for a purpose relating to the terms and conditions of employment, provided there is no interruption of the school program and that the Federation representative announces his/her presence to the principal or to the person in charge if the principal is not immediately available. If possible, visits should be announced by telephone before the visit.

024 The Federation Building Representative shall have the responsibility for posting and removing Federation notices and no other person shall do so.

025 A separate receptacle shall be provided in each school or unit for Federation business only.

B105 PERSONNEL FILES

01 MAINTENANCE/INSPECTION

011 The official personnel file of each teacher shall be maintained by the Personnel Branch and shall be open to inspection only by the Board, superintendent, the principal, and the individual himself/herself, and such other persons as the teacher may authorize in writing.

02 TEACHER INSPECTION PROCEDURE

021 A teacher may examine the personnel files upon request. With respect to the official personnel file, the teacher shall schedule an appointment at least one (1) working day in advance with a representative of the Certificated Personnel Branch in whose presence the file shall be examined. Copies of any material in the personnel files shall be made available upon request.

03 TEACHER OBJECTION

031 Upon receipt of any written communication involving accusations or derogatory statements against a teacher, the Personnel Branch shall, before placing such material in the official personnel file, notify the teacher of his/her right to respond. Notification shall not be required when documents are addressed to the teacher. The teacher's written response must remain attached to the derogatory statements as long as the item is on file. Should the teacher dispute the contents of a written communication, and in the event there is sufficient factual evidence that the contents are false or non-factual, the correspondence shall be withdrawn and destroyed.

04 OFFICIAL/BUILDING FILE

041 No other official personnel file concerning a teacher shall be maintained. However, letters, memoranda, copies of documents which are in the official personnel file and other material concerning a teacher may be maintained in a personnel file by the building/unit administrator.

05 ADMINISTRATIVE NOTATION PROCEDURE

051 When a principal or other administrator finds it necessary to make a notation in a teacher's official personnel file or personnel file maintained at the building/unit level which reflects adversely upon the teacher's conduct, service, character or personality, he/she shall afford the teacher
an opportunity to read such notation. The teacher shall also have the right to answer such notation and his/her answer shall be attached to the file copy.

.06 USE OF FILE
.061 Any material withheld from the official personnel file and the personnel file maintained at the building/unit level shall not be used as evidence in any action against the teacher.

B106 TEACHER BUILDING COMMITTEE

.01 PURPOSE
.011 A Teacher Building Committee (TBC) shall be established in each school which shall meet monthly to discuss and to make recommendations with respect to implementation and interpretation of this contract, educational policies and programs in the building and other matters relating to terms and conditions of employment.

.02 ELECTION
.021 The members of the TBC shall be elected by secret ballot from each department in the secondary schools and from each grade level in the elementary schools by the staff of the building in separate departmental and grade level elections conducted by the Federation; for example, in elementary schools, teachers in the third grade shall separately elect their representative and, in secondary schools, teachers in the English department shall separately elect their representative. Members may also be elected at-large from the building if the TBC deems it appropriate to provide broad representation. In no event shall the number of members exceed nine. Membership or non-membership in any organization shall not be a prerequisite to voting or to serving on the TBC. The chairperson of the TBC shall be elected by secret ballot by the TBC.

.03 AGENDA
.031 The TBC shall provide an agenda at least twenty-four (24) hours in advance of a scheduled meeting.

.04 MEETINGS
.041 The TBC shall convene at other reasonable times upon request of the principal or the TBC.

.05 POLICIES AND PRACTICES
.051 Policies and practices which are implemented at the building level shall not be inconsistent with the terms of this contract.

.06 SCHOOL ADMINISTRATION STRUCTURE
.061 No other structure shall be established by the administration or the teachers to supersede or parallel the TBC. It is understood that the principal may meet with his/her standing or special committees, department or grade representatives or the faculty.

.07 RESOURCE PERSONS
.071 Either the principal or the TBC may bring to any meeting resource persons whenever necessary.
B107 GENERAL PROVISIONS

.01 LONG RANGE PLANNING
.011 The Board and the Federation agree that long range planning shall be essential for an efficient and effective education program in the Cincinnati Public Schools. Any committee established by the Board for such purpose shall include representation from the Federation, appointed by the Federation.

.02 ACADEMIC FREEDOM
.021 Academic Freedom shall be guaranteed to teachers, and no arbitrary limitations shall be placed on study, investigation, presentation and interpretation of facts and ideas concerning man, human society, the physical and biological world, and other branches of learning, subject only to accepted standards of professional responsibility and to the Board's responsibility to govern the public schools.

.03 PERSONAL LIFE
.031 A teacher's personal life shall not adversely affect his/her employment status unless his/her teaching effectiveness is clearly impaired thereby. Within the framework of this section, teachers shall not be intimidated in their work by non-staff groups or individuals.

.04 RESIDENCY
.041 Teachers shall live where they choose. New appointees may be encouraged to live within the school district.

.05 GRADES
.051 No grade given to a student by a teacher shall be changed unless the principal initials such change.

.06 TEMPORARY CONTRACT ALTERATION
.061 A specific provision of this contract may be temporarily suspended or altered only upon the written consent of both parties.

T200 TEACHERS

T201 AREA OF CERTIFICATION

.01 TEACHING OUTSIDE AREA OF CERTIFICATION
.011 No teacher shall be required as a condition of employment to teach outside the area of certification.

.02 RENEWAL OF CERTIFICATE
.021 Teachers who have a certificate on file in the Personnel Office which needs to be renewed shall be informed by the principal of the necessity to renew in January of the year of renewal.

T202 TEACHER CONTRACTS

.01 LIMITED
.011 Limited contract teachers who are re-employed shall be offered their contract before the close of the school term.

.02 NON-RENEWAL/RENEWAL
.021 As part of the appraisal process, intention of the Board not to renew a teacher's contract shall be given to the teacher not later than the end of
the school day on the second (2nd) Friday in March. A teacher who desires to appeal the non-renewal of his/her contract must do so by the second (2nd) Monday in April. A contract shall be considered automatically renewed unless notification is given by April 30.

.03 CONTINUING CONTRACT
.031 Each teacher who completes three (3) consecutive years of satisfactory teaching under contract with the Cincinnati Public Schools shall be offered a continuing contract, provided that teacher holds a valid eight (8)-year Professional Ohio Teaching Certificate.

T203 APPRAISAL AND DISMISSAL

.01 APPRAISAL
.011 Before teachers are appraised they shall receive an orientation to the appraisal process. The appraiser shall prior to conducting an initial observation, introduce himself/herself to the teacher and explain his/her purpose for being there.

.012 Teachers shall be evaluated as outstanding, very good, satisfactory, marginal or unsatisfactory.

.013 There shall be one (1) standard evaluation form used for evaluation of classroom teachers which shall be provided to teachers in the orientation.

.014 The principal or assistant principal shall be responsible for administering the appraisal process. Supervisory instructional consultants may assist in the evaluation process at the request of the principal or the teacher. The individual who performs or assists in the evaluation of a teacher shall be competent to do so.

.015 The evaluator shall demonstrate or have demonstrated teaching techniques in the teacher's class or in a classroom situation with comparable instructional needs upon the request of the teacher.

.016 The evaluator shall, as a part of the evaluation process, list the date, time, place and subject of observations made with the teacher which are used as the basis of the evaluation.

.017 Before a teacher may be given an unsatisfactory rating, the evaluator must:

.0171 have made at least four (4) observations of the teacher's performance sufficient in length to justify the conclusions;

.0172 have consulted with the teacher being observed;

.0173 have provided the teacher with written suggestions for improvement which are reasonable; and

.0174 provide written reasons for such decision after a final consultation with the teacher.

.018 Teachers may be evaluated annually.

.019 Principals shall conduct an appraisal upon receipt of a written request from a teacher.
.0120 The observation and evaluation process shall be carried out with the full knowledge of the teacher and shall not be used in a manner inconsistent with the purpose of evaluation.

.0121 Special assistance shall be given to newly assigned teachers using such resources as can be provided by the principal and other personnel.

.0122 Teachers shall be given a copy of all report forms and supportive documents forthwith, following each observation.

.0123 The final written appraisal reports for teachers rated unsatisfactory shall be completed and submitted to the Certificated Personnel Branch no later than the second (2nd) Friday in March. All other appraisal reports shall be completed and submitted by May 15. Copies of all appraisal materials shall be furnished to the teacher evaluated prior to placement in the teacher's personnel file. The teacher shall have the right to attach a written comment to the report. In the event the teacher is to be terminated, the Board shall advise the person in compliance with the Ohio Revised Code.


.02 DISCIPLINE AND DISMISSAL

.021 Before a teacher has a written reprimand placed in his/her official personnel file or personnel file maintained at the building level or before a teacher receives an administrative transfer or a written notice of dismissal, the teacher shall have a conference during which the circumstances shall be explored. The teacher shall be entitled to be accompanied by a Federation representative or another employee of the teacher's choice. If the conference results in discipline, the reasons for the discipline shall be reduced to writing and given to the teacher following the conference.

.022 The conference regarding a written reprimand shall be held at the school. The conference involving an involuntary transfer or dismissal shall be held at the Education Center. The teacher shall receive at least three (3) days' notice of the conference.

.023 The conference shall precede the discipline as stated in .021 except in extreme circumstances where removal from duties may need to precede such conference.

.024 If the conference results in an administrative recommendation of dismissal, the affected teacher shall have the rights afforded him/her under state law. (See also G303.037 and .038.)

.025 This section does not purport to set forth the rights of non-tenured teachers who may face nonrenewal of their teaching contracts for any reason. (See G303.038.)
.01 CHANGE IN ASSIGNMENTS DEFINED
A change in assignments shall be defined as a change in a teacher's level and/or subject area within a building or unit.

.02 PREFERENCES
A teacher shall be assigned classes according to his/her certification. The assignment of all members of the bargaining unit shall be reviewed annually and each principal shall, prior to March 1, request all teachers to submit their assignment preferences for the ensuing school year.

.03 VACANCY POSTING IN BUILDING
Assignment vacancies which occur after teachers' preferences have been indicated shall be posted for three (3) days in the building or unit. Teachers currently assigned to the building or unit shall be considered before teachers outside the building or unit.

.04 DEPARTMENT/GRADE LEVEL RECOMMENDATIONS
The principal shall direct each department, primary or intermediate grade level to meet for the purpose of recommending teaching assignments by May 1 for the ensuing school year.

.05 PRINCIPAL'S SCHEDULE
The principal shall consider the recommendation and establish a schedule.

.06 TIMES FOR ASSIGNMENT CHANGE NOTICES
In case of a change of assignment, affected teachers shall be notified by the end of the sixth week of the first, second, and third quarters what their tentative assignments shall be for the ensuing quarter.

.07 DETERMINING CHOICE AMONG APPLICANTS
When assignment vacancies occur, teacher requests for a change in assignment within a building or unit shall be considered based upon training, experience, and individual qualifications. When more than one teacher applies for the same vacancy and training, experience, and individual qualifications are substantially equal, seniority shall control the choice.

.08 APPLICANT NOT RECEIVING ASSIGNMENT
A teacher who does not receive the requested assignment shall receive upon request the reason in writing from the principal.

.09 ALTERNATIVE PROGRAMS POSTING
Teaching assignments in the alternative programs shall be advertised and teachers shall be selected on a system-wide basis.

.10 SCREENING ALTERNATIVE SCHOOL APPLICANTS
All applicants to alternative school vacancies shall be submitted for screening to that alternative school.

.11 ENSUING SCHOOL YEAR CHANGES
Each year it is anticipated that a certain number of teacher assignments will need to be changed. Teachers shall be notified of their teaching assignments for the ensuing school year by the first week in July. It is the responsibility of each teacher to communicate with the principal
concerning any dissatisfaction with his/her assignment by July 15. Changes between July 15 and the first day of school should be communicated to the teacher at his/her summer address, and shall be consistent with the provisions of the contract.

.12 SENIORITY
.121 Seniority shall be defined in priority as follows:

.1211 Total number of continuous contractual years in the Cincinnati Public Schools, including any period of approved leave. Teachers whose contracts were not renewed in April 1974 but who were rehired during the 1974-75 school year, shall be considered as having continual contractual service.

.1212 Total number of years in the school building of current placement.

.1213 Total number of years in the assigned subject area and/or level.

.1214 Total number of years of teaching experience.

.122 STOWE AND MCMILLAN TEACHERS
.1221 Teachers employed for at least six hundred (600) hours per year shall accrue seniority on the same basis as regular classroom teachers;

.1222 Teachers employed for at least three hundred (300) hours, but less than six hundred (600) hours, per year shall accrue seniority at the rate of one-half (½) year seniority per school year.

.13 CONTRACT REVISIONS
.131 The Federation shall be involved in any revisions of the wording of either the individual regular or supplemental contract.

.14 SELECTION OF ADMINISTRATORS
.141 Teachers who are interested in promotion should contact the Certificated Personnel Branch for information concerning selection procedures.

.142 In order to enhance communications, the Federation shall be notified of any changes concerning the selection procedures for promotion to either assistant principal or assistant instructional consultant.

.15 TEACHER DAY
.151 The teacher work day shall be no more than four hundred twenty (420) consecutive minutes per day, including a duty-free lunch period of thirty (30) minutes.

.152 The teacher's school day shall be determined by the principal after consultation with the faculty of the building.

.153 All non-vocational teachers shall have preparation and/or conference time of not less than one hundred seventy-five (175) minutes per week. The preparation time shall not be assigned beyond the limits of the school day.

.154 The daily schedule in each marking period for a secondary non-vocational teacher shall consist of not more than a homeroom and two hundred eighty (280) minutes of classroom instruction. The balance of the time in the
day shall be spent in other assignments, including preparation and/or 
conference time. Vocational teachers assigned to teach state-approved 
vocational programs may teach two (2) full three (3)-hour block programs 
per day.

.155 Teachers may leave the school or work center with the approval of the 
principal or his/her designee.

.156 Teachers shall not be assigned more than three (3) preparations in each 
marking period, including one-quarter (¼) courses, unless after 
consultation with the teacher additional preparations are found necessary 
by the principal. It is recognized that some teachers in specialized 
areas and those that teach one-quarter (¼) courses may exceed this 
number. A preparation is defined as a grade level designation within a 
subject area or a particular subject area which does not include grade 
level.

.157 ASSIGNMENT TO MORE THAN ONE SCHOOL

.1571 Teachers assigned to more than one (1) school and/or unit shall have 
non-classroom duties at only one (1) school. The time allowed for 
travel shall not be during the thirty (30)-minute lunch period.

.158 Teachers shall not be required to participate in any pupil breakfast 
program unless it is within the four hundred twenty (420) minutes.

.16 PROFESSIONAL RESPONSIBILITIES

.161 The instructional responsibility includes the daily preparation for 
effective teaching, defining teacher goals in terms of the learner, having 
a wide knowledge of methods from which selection may be made, and the 
using of evaluative techniques that are consistent with those goals. 
However, these responsibilities are only one (1) element of the total 
professional task. Responsibilities, some of which require time beyond 
the school day as defined in T204.151 of this section, that are considered 
part of the contractual assignment are:

.1611 Parent and student conferences to report and evaluate pupil progress.

.1612 Conferences with other teachers and administrators regarding students.

.1613 In-service training and staff meetings to improve the educational program. 
These shall be no more than two (2) building-wide staff meetings per 
month except in emergencies.

.1614 Open House and orientation meetings.

.1615 Committee assignments and student activities which do not require an 
extensive amount of time beyond the school day shall be distributed 
equitably by the principal after consultation with the Teacher Building 
Committee. No teacher shall be required to accept more than two (2) 
committee assignments functioning at any one (1) time at the building 
level (exclusive of the Teacher Building Committee). No teacher shall be 
required to accept more than one (1) student activity sponsorship 
functioning at any one (1) time.

.162 It is recognized that certain specified activities which require an 
extensive amount of time beyond the school day receive additional
compensation beyond the regular salary schedule. Those activities which are recognized for additional compensation are indicated on the Salary Schedules for Athletic Activities and Extracurricular Activities.

.163 While teachers may participate in other activities beyond the school day not referred to above and in additional activities, such other or additional activities are voluntary, and shall not be a consideration in the appraisal process.

.17 SCHOOL CALENDAR

.171 The school calendar for the school year(s) shall reflect student session days, record reporting day(s), professional meeting day(s) and paid/ unpaid holidays.

.172 STUDENT SESSION DAYS. Days in which instruction of students takes place for no less than the minimum requirements of state statutes. These days shall include three (3) one-half (½)-days per year which shall be used for record reporting on the last one-half (½) day of the first, second, and third terms. Three (3) additional school days per year in which classes are dismissed one-half (½)-day early or the equivalent amount of time during a different number of days for the purpose of individualized parent-teacher conferences may be scheduled.

.173 PROFESSIONAL MEETING DAYS. The opening day and the last day of school without students for the purpose of preparing for the opening and closing of school.

<table>
<thead>
<tr>
<th>Total Work Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>183</td>
</tr>
</tbody>
</table>

.174 PAID HOLIDAYS. Seven (7) days considered as part of the work year that employees are not required to report.

<table>
<thead>
<tr>
<th>Total School Year Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>190</td>
</tr>
</tbody>
</table>

.175 CHECKOUT DAY

.1751 With respect to T204.173, on the last day of school, the checkout procedure shall be expedited by the principal and teachers who option to be paid on the last day of school shall receive their checks upon completion of the checkout.

.18 MONTHLY CALENDAR

.181 The adopted school calendar shall be printed at Board expense in the "monthly" form presently used. Each member of the bargaining unit shall receive one (1) such copy of this printed calendar.

.19 PUPILS IN BUILDING

.191 All pupils who are not under the direction of a staff member or Board designee shall be out of the building within fifteen (15) minutes of the close of school.
.01 PROFESSIONAL MEETINGS
Teachers shall be encouraged to attend professional meetings, which are judged to be in the interest of the schools, under rules promulgated by the superintendent covering assignment, payment of expenses, waiving of salary deductions or other pertinent matters. Payment of allowable expenses of teachers attending such meetings and the cost of any necessary substitute may be made from the general fund professional meetings account.

.02 AVAILABILITY OF SICK LEAVE ALLOWANCE
.021 Pursuant of Section 3319.141 of the Ohio Revised Code, all full-time teachers shall accrue sick leave at the rate of one and one-fourth (1 1/4) days per month for each year under contract. "Full-time" shall be defined as one hundred ninety (190) days or more of service for at least six (6) hours per day. Teachers who render less than full-time, per diem or hourly service, shall accrue proportionate amounts of sick leave for the time actually worked. Unused sick leave shall be cumulative without limitation. Sick leave shall be credited fractionally and accrued in accordance with the Ohio Revised Code.

.022 The amount of sick leave available during any pay period shall not exceed the amount at the beginning of the pay period.

.023 No sick leave shall be accumulated for a teacher in pay status of less than one (1) day in any pay period or less than eight (8) hours in any pay period.

.03 SICK LEAVE ADVANCE
.031 Any teacher whose sick leave is exhausted shall receive an advance of five (5) days in the pay period in which loss of pay would otherwise occur. Said advance shall be charged against the sick leave he/she subsequently accumulates. No more than one (1) such advance shall be granted in any year from September 1 through August 31. Any balance of advanced sick leave remaining to an employee's credit at separation shall be deducted from the employee's final paycheck.

.04 TERMINATION OF EMPLOYMENT AND SICK LEAVE
.041 A teacher who leaves the employ of the Board shall retain his/her accumulated sick leave for ten (10) years from the date of termination of his/her last contract.

.042 A teacher re-employed by the Board who since leaving the employ of this Board has been employed by other boards of education or by state, county or municipal governments of Ohio shall receive full credit for sick leave accumulated both in the prior employ of the Board and in the employ of other agencies listed above as shown in the records of the last employing organization in accordance with the Ohio Revised Code.

.043 Any teacher being employed by the Board who has been in the service of another board of education or state, county or municipal government of Ohio shall receive full credit for the sick leave accumulated in this previous service as shown in the records of the last employing organization in accordance with the Ohio Revised Code.
.05 LIMITATIONS AND REQUIREMENTS FOR SICK LEAVE ALLOWANCE
.051 No salary payment for days of absence under sick leave provisions shall be made to any teacher except as provided in subsequent paragraphs.

.052 Teachers may use sick leave for absence due to personal illness, injury, pregnancy, exposure to contagious disease which could be communicated to others and for absence due to illness, injury or death of the teacher's immediate family.

(Immediate family includes: parent, step-parent, child, spouse, sister, brother, grandparent, grandchild, parent-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, aunt, uncle, nephew, and niece.)

.053 For an absence resulting from the aforementioned causes chargeable to sick leave, the prescribed form of the Board must be completed and is subject to administrative approval. This form shall accompany the advice of change in payroll which is signed and submitted by the principal or the person in charge.

.06 PERSONAL ILLNESS OR INJURY
.061 When there is evidence through a pattern of absence that a teacher is abusing sick leave, the administration shall give a written warning which shall include a written statement of reasons to that teacher and may in serious cases result in suspension or discharge according to Ohio Revised Code 3319.141.

.07 ILLNESS IN FAMILY
.071 Teachers may use sick leave for absence due to illness in the teacher's immediate family.

.08 EXTENDED ABSENCE DUE TO PERSONAL ILLNESS
.081 If a teacher has been absent due to personal illness continuously for more than fifty-nine (59) days or is expected to be absent for such period due to personal illness and after consultation with the teacher, he/she shall be in unassigned sick leave status until his/her sick leave days have been exhausted or until the end of his/her current employment year, whichever is later, at which time he/she shall be placed on leave of absence or separated pursuant to applicable regulations and statutes. For purposes of this section, "current employment year" is defined as the year beginning August 1 and ending July 31, during some part of which the teacher has actually rendered service. A satisfactory teacher with more than one (1) year of service shall have the right to return to the position the ensuing school year.

.082 No advance of sick leave for the ensuing school year shall be granted to a teacher in unassigned sick leave status.

.083 Nothing in this section shall be construed to preclude a teacher from returning to active employment from unassigned sick leave status.

.09 DEATH IN FAMILY
.091 Teachers shall be allowed up to three (3) days of absence chargeable to sick leave for death in the immediate family. Additional days may be allowed, chargeable to sick leave, upon approval of the superintendent or his/her designee.
.10 PERSONAL LEAVE

.101 Request for personal leave must be approved by the principal or his/her designee at least three (3) days prior to the time requested, except in emergencies. Approval shall be granted upon proper completion of the prescribed form except where the principal or his/her designee determines that adequate staffing cannot be maintained. Approval shall not be unreasonably withheld.

.102 Two (2) personal leave days shall be available for teachers who are employed before January 1 in the school year from August 1 through July 31. Effective August 1, 1977, the number of personal leave days shall increase to three (3) days.

.103 Any teacher employed between January and March 31 shall be allocated one (1) day for personal leave purposes.

.104 Any teacher employed after March 31 shall not be allocated any days for personal leave purposes.

.11 MILITARY LEAVE NOT TO EXCEED THIRTY-ONE (31) DAYS

.111 Any teacher may, at any time upon application and approval thereof, be granted a leave of absence for military service not exceeding thirty-one (31) days in one (1) calendar year as specified in Section 5923.05., Ohio Revised Code. If the teacher's military pay during such a period of absence is less than his/her regular pay would have been for such period, he/she shall be paid by the Board the difference between his/her regular pay and his/her military pay for such period. In determining the teacher's military pay for the purpose of this section, allowances for travel, food, housing or uniforms shall not be considered, but any other pay or allowance of whatever nature, including longevity pay, shall be considered.

.12 EXTENDED MILITARY SERVICE

.121 A teacher who leaves his/her position to serve in the armed services of the United States, as defined by law (Ohio Revised Code 3319.14) shall be considered to be on special leave of absence; and he/she shall be entitled to return to the service of the Cincinnati Public Schools under the terms of pertinent statutes, except that said teacher must return to service with the schools before one (1) year has elapsed from date of discharge. Upon such return, the teacher shall be returned to service in the school without loss of professional or financial status.

.13 NON-COMPENSATED LEAVES OF ABSENCE

.131 PERSONAL ILLNESS OR ILLNESS IN IMMEDIATE FAMILY

1311 Upon proper application and verification thereof, a teacher, except those employed in non-contract positions, shall be granted a leave of absence without pay for personal illness or illness on the part of the teacher's immediate family for the current school year.

.132 STUDY AND PEACE CORPS

.1321 Upon proper application and approval thereof, a contract teacher with three (3) years of satisfactory service may be granted a leave of absence for study, Peace Corps or exchange teaching in a school outside the Cincinnati Public School system when such teaching is clearly in the interest of Cincinnati Public Schools. A contract teacher may be granted additional leaves of absence, without pay, of like duration for such purposes upon completion of additional periods of professional service of three (3) or more years.
.133 TRAVEL AND SPECIAL CONSIDERATION LEAVES
.1331 A teacher who has completed five (5) or more continuous years of contract status service as member of the professional staff of the Cincinnati Public Schools, and who has attained continuing contract status, may upon recommendation of the superintendent be granted a leave of absence without pay for travel or such other purposes. A teacher may be granted additional leaves of absence without pay for such purposes upon completion of additional periods of professional service of five (5) or more years.

.134 MATERNITY/PARENTAL/ADOPTIVE LEAVE
.1341 A teacher anticipating the birth or adoption of a child to the family may request a maternity/parental or adoptive leave of absence.

.1342 A teacher desiring such leave shall send, as soon as possible, to the Certificated Personnel Branch a request for such leave which shall indicate the date desired to begin such leave. The request shall be accompanied by a statement from the physician indicating the anticipated birth of the child. In the case of a request for adoptive leave, a statement from the adoption agency may be substituted for the physician statement.

.13421 The teacher shall, except in unusual circumstances, plan such leave to begin at a natural break in the instructional program, such as the end of a unit of study, the end of a marking period, the beginning of a vacation period, so that effectiveness of instruction may be maintained. If the conditions set forth in T205.1342 and .13421 are met, the request for leave shall be granted.

.13422 The date of return from such leave shall be determined by the teacher after consultation with her physician, where applicable, and shall be planned to coincide with a natural break in the instructional program.

.13423 The Certificated Personnel Branch may require a statement from the teacher's physician stating that the teacher's health will not be jeopardized by her remaining at work prior to leave or her returning to work following leave.

.13424 A maternity/parental/adoptive leave shall be for a definite period, usually the current contract year (unless the leave commences in the second, third or fourth term of the contract year in which case it may extend, at the teacher's discretion, through the next ensuing contract year), subject to renewal for medical reasons substantiated by a physician's statement.

.135 PUBLIC SERVICE LEAVE
.1351 A teacher has the right to become a candidate for public office and to serve in such elective office unless there is a specific legal prohibition. Upon application, leave of absence without pay in order to run for or serve in public office shall be granted. Upon return from public service leave, the teacher shall be restored to his/her former contract status.

.136 JURY DUTY
.1361 Any teacher who is not successful in exercising any available option of exemption from jury duty shall suffer no loss of pay providing that any compensation received other than for travel expense shall be remitted to
the Board of Education.

.137 CIVIL DISTURBANCE
.1371 In case of a civil disturbance which occurs before the teacher leaves his/her residence for his/her assignment, the teacher should make every effort to contact the proper school authorities who will determine whether the teacher will be required to report to work. Teacher compensation shall not be affected nor shall the teacher lose any sick days or personal leave days by school closing due to civil disturbances. If the teacher is re-assigned, he/she shall report to another school where no such disturbance exists.

.138 APPEARANCE IN COURT
.1381 In case of absence from duty in response to a subpoena in a case in court or in an administrative hearing in which the teacher is not a party, there shall be deducted from the salary of the teacher the amount and only the amount of any witness fee or other compensation, exclusive of any reimbursement paid specifically for expenses incurred by reason of such subpoena.
.1382 In case of absence from duty for any court proceeding or administrative hearing in which the teacher is a party, no salary shall be paid to the teacher for the period of absence, except as allowed under the appropriate sections of Board policies, unless in the judgment of the superintendent the teacher should receive pay because the court proceeding or administrative hearing arises from a justifiable line of duty action on the part of the teacher.

.139 FEDERATION CONVENTIONS
.1391 Teachers shall be given released time without loss of pay of benefits to attend the following conventions and subject to the following limitations:

<table>
<thead>
<tr>
<th>CONFERENCE</th>
<th>FREQUENCY</th>
<th>NO. OF DAYS</th>
<th>DELEGATES</th>
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</thead>
<tbody>
<tr>
<td>QuEST Conference</td>
<td>1 per year</td>
<td>1</td>
<td>Up to 10</td>
</tr>
<tr>
<td>AFL-CIO Ohio</td>
<td>1 every 2 years</td>
<td>2</td>
<td>Up to 5</td>
</tr>
<tr>
<td>OFT Convention</td>
<td>1 per year</td>
<td>2</td>
<td>Up to 30</td>
</tr>
</tbody>
</table>

.14 ASSAULT LEAVE
.141 Effective on September 1, 1977, and pursuant to Section 3319.143 of the Ohio Revised Code, the Board shall provide teachers with assault leave by which a teacher who is absent due to physical disability resulting from an assault which occurs in the course of employment shall be maintained on full pay status during the period of such absence. A teacher suffering such an assault may request assault leave by furnishing a signed statement on a form prescribed by the Board. Assault leave shall be granted upon approval of the request by the superintendent. Approval by the superintendent shall not be unreasonably withheld. The superintendent may from time to time review the status of a teacher on assault leave so as to determine whether such leave shall continue. A teacher returning from assault leave shall be treated in the same manner as a teacher returning from sick leave.
142 If medical attention is required, a certificate from a licensed physician stating the nature of the disability and its duration shall be required before assault leave can be approved for payment. Falsification of either a signed statement or a physician's certificate is ground for suspension or termination of employment under Section 3319.16 of the Ohio Revised Code.

143 Assault leave granted under this section shall not be charged against sick leave earned or earnable under Section 3319.141 of the Ohio Revised Code. All earnings paid under this section are in lieu of workmen's compensation benefits.

15 DURATION OF AND RETURN FROM LEAVES OF ABSENCE

151 A leave of absence shall be for a definite period, usually the current contract year, subject to renewal at the discretion of the superintendent.

152 Return from leave of absence prior to the stipulated expiration date shall be permitted. Assignment shall be made to the first available vacancy for which the teacher is qualified.

T206 TEACHING CONDITIONS

.01 FACULTY MEETING DECISIONS

.011 Final action or decisions made at faculty meetings shall not be inconsistent with this contract and shall be posted on school bulletin boards or in daily/weekly bulletins.

.02 ELEMENTARY LIBRARY SESSION

.021 When an elementary class is taken to the library for the presentation of a regularly scheduled lesson by the librarian, the class teacher may with the approval of the principal use the time for a preparation period or another assignment.

T207 SOLICITATION OF MONIES

.01 CONTRIBUTIONS/DONATIONS

.011 Solicitation of teachers for contributions and/or donations shall be limited to announcement of opportunities for such contributions. The Federation and the Board recognize the special importance of the United Appeal and encourage every reasonable effort toward participation.

T208 SUPPLIES (MATERIAL, EQUIPMENT, TEXTS, MONEY FOR INSTRUCTIONAL MATERIAL)

.01 MONEY FOR SUPPLIES

.011 The dollar apportionment for supplies made available to the school or unit shall be made on an equitable basis system-wide.

.02 ADEQUACY OF SUPPLIES

.021 Supplies, equipment and instructional material necessary for the implementation of all programs and course work shall be provided to teachers for each school year.

.03 SCHOOL BUDGET

.031 All teachers shall have the right to scrutinize the entire financial budget for their school.
T209 FACILITIES

.01 FACULTY FACILITIES
.011 The Board shall continue its efforts to keep the schools reasonably and properly equipped and maintained. School building inadequacies develop because of changes in enrollment, shifts in area population, changes in educational programs, and normal depreciation and obsolescence. It is recognized that at some buildings there are inadequacies, involving such facilities as: school-site parking; classroom, including tack board, storage, and intercommunication system; teacher work areas; conference rooms; lounges, and restrooms. To correct such inadequacies, a continuous program of construction is required. A systematic program shall be developed to the end that existing school buildings will be upgraded to eliminate inadequacies as rapidly as funds and conditions permit. When new schools are constructed, they will include teacher facilities of the nature noted above.

.012 FACULTY SPACE
.0121 A facility shall be available to teachers during the school day where liquid refreshments may be purchased.

.02 USE OF INTERCOM
.021 An oral signal shall be given to indicate the intercom is "on." Announcements shall be made at times mutually agreed upon by the Teacher Building Committee and the principal.

.03 MAINTENANCE OF COMMUNICATIONS SYSTEMS
.031 The administration shall be responsible for the efficient operation of the public address system.

.04 TELEPHONE CALLS
.041 Each individual teacher receiving an emergency telephone call shall be notified of such call.

T210 TRANSFER PROCEDURES

.01 POSTING OF VACANCIES
.011 On or before April 25, the Certificated Personnel Office shall announce throughout the school system known vacancies, as of April 20, which have resulted from separations from service, other personnel transactions, and new positions. Teachers desiring a transfer to one or more of these vacancies (who have not already filed a transfer request or responded to a posted notice or announcement in their school) may file a transfer request until May 1. All transfer requests received by May 1 shall be considered along with teachers affected by a reduced enrollment (surplused teachers), teachers returning from leave of absence and unassigned teachers. Those requests received subsequent to May 1 shall be considered in priority grouping II.

.012 It is understood that any vacancy announced on or before May 1 is subject to a teaching assignment in the building in which the vacancy occurred.

.02 VOLUNTARY TRANSFERS
.021 A teacher's request for transfer to another building or unit shall be honored to the extent that the teacher is qualified, provided that the transfer is consistent with the racial balancing of the staff.
.022 Requests for transfer for the next school year shall be made in writing to the Certificated Personnel Office by May 1. A transfer request shall be valid for one (1) year (May 1 through April 30). If a request for transfer is not granted, a new request must be submitted the following year, if the transfer is still desired. For the purpose of voluntary transfers, new teachers employed during the school year shall be considered as on temporary assignment until the close of the school year. Teachers on such temporary assignment if retained shall be reassigned to a permanent position if their temporary assignment is filled.

.03 WITHDRAWAL OF TRANSFER REQUEST
.031 A teacher may withdraw his/her name from the transfer list at any time prior to written notification of transfer from the Certificated Personnel Office.

.04 TEACHER REFUSAL OF TRANSFER
.041 A teacher may refuse a voluntary transfer after notification of transfer only for extenuating circumstances and if it is feasible to move the replacement. Said refusal shall not prevent subsequent reapplication for transfer.

.05 DETERMINING FACTORS IN GRANTING TRANSFER REQUESTS
.051 If more than one (1) teacher who is properly certified requests a transfer to a specific building or unit, and training, experience, and individual qualifications are substantially equal, and the transfer is consistent with the racial balancing of staff, seniority shall control the choice.

.06 NOTICE OF TRANSFER GRANTED
.061 All notices of transfer shall be in writing from the Certificated Personnel Office.

.07 ADMINISTRATIVE REFUSAL OF TRANSFER REQUEST
.071 Teachers shall be given in writing specific reasons for refusal of transfer request within thirty (30) days after it is determined that transfer is not possible.

.072 In the event of a successful grievance, the remedy shall be to place the grievant in the vacancy requested at the beginning of the next reporting period or quarter in the instructional program. The person who has been displaced as a result of a successful grievance shall be given preference in assignment to a similar vacancy elsewhere when available.

.08 INVOLUNTARY TRANSFERS
.081 A teacher receiving an administrative transfer shall be informed in writing with the reasons delineated by the Area Director.

.09 DECREASED ENROLLMENTS
.091 Decreased enrollments shall be treated by the following procedures taken in order of priority:

.0911 Before a teacher is treated as "surplus," voluntary transfer requests from that teacher's building shall be granted if the position is available.

.0912 SECONDARY SCHOOLS:
.09121 Before a "surplused" teacher is transferred from his/her school, that teacher who is properly certified may displace a junior teacher in his/her subject matter area within the building, provided training, experience, and individual qualifications are substantially equal, and the transfer is consistent with the racial balancing of staff.

.0913 ELEMENTARY SCHOOLS

.09131 Before a "surplused" teacher is transferred from his/her school, that teacher who is properly certified may displace a junior teacher in his/her subject matter area and/or intermediate or primary grade level within the building, provided training, experience, and individual qualifications are substantially equal, and transfer is consistent with the racial balancing of staff.

.09132 When a "surplused" teacher is to be transferred from his/her building, that teacher shall have an opportunity to express preferences for existing vacancies and be placed along with those teachers requesting a transfer, teachers returning from leave of absence, and unassigned teachers. If a choice needs to be made between two (2) teachers who are properly certified and their training, experience, and individual qualifications are substantially equal and the transfer is consistent with the racial balancing of staff, seniority shall control the choice.

.10 RETURNING TO ORIGINAL SCHOOL

.101 Teachers transferred because of decreased pupil enrollment shall have the right to return to their original school in the reverse order of their transfer out, provided a request for such transfer is made and the return can be accomplished within two (2) years of the original transfer and the transfer is consistent with the racial balancing of staff.

G300 GRIEVANCE PROCEDURE

G301 DEFINITIONS

.01 GRIEVANCE

.011 A "grievance" shall mean a complaint in writing that there has been an alleged violation, misinterpretation or misapplication of any provision(s) of this contract. Such grievance shall be submitted on the prescribed form which shall be available in the school office and from the Federation Representative.

.02 GRIEVANT

.021 The "grievant" shall mean the teacher, teachers or the Federation filing the grievance.

.03 DAYS

.031 The term "days," when used in this section, shall mean contract working days unless otherwise indicated. Thus, weekends and vacation/recess days are excluded.

G302 GENERAL PROVISIONS

.01 PURPOSE

.011 Good morale is maintained by sincere efforts of all persons concerned to work toward constructive solutions to problems in an atmosphere of
courtesy and cooperation. The purpose of this procedure is to secure equitable solutions to problems at the lowest possible administrative level. The grievance proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

.02 STEP BEFORE FORMALIZING GRIEVANCE
.021 Prior to the formalizing of any grievance into writing, the employee may request a conference with the supervisor for the purpose of presenting a complaint, as well as the possible resolution of the complaint. It shall be the employee's prerogative to have a representative present at such conference or at any other step in the grievance procedure.

.03 FEDERATION RIGHT
.031 The Federation shall have the right to appear at any level of the grievance procedure and shall receive copies of all written decisions and records pertaining to the grievance.

.04 RIGHTS OF GRIEVANT/REPRESENTATIVE
.041 Every teacher shall be represented by the Federation in the grievance procedure. The teacher shall have the right to be present at any grievance discussion and shall be present at any grievance discussion when the Board and/or the Federation deems it necessary. When the presence of a teacher at a grievance hearing is requested by either party, illness or other incapacity of the teacher shall be grounds for any necessary extension of grievance procedure time limits. The failure of the grievant to act on any grievance within the prescribed time limits will act as a bar to any further appeal and any administrator's failure to give a decision within the time limits permits the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.

.05 PROTECTION OF GRIEVANT
.051 An employee who participates or intends to participate in any grievance as defined herein shall not be subjected to discipline, reprimand, warning or reprisal because of such participation or intention. All documents, communications, and records dealing with the processing of the grievance shall be filed separately from the personnel files of the participant.

.06 HEARINGS/CONFERENCES
.061 Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend and will be held, insofar as possible, after regular school hours or during non-teaching time of personnel involved. When such hearings and conferences are held at the option of the administration during school hours, all employees whose presence is required shall be excused, without loss of pay or benefits for that purpose.

.07 SELECTED TIME OF PROCESSING
.071 It is agreed that any investigation or other handling or processing of any grievance by the grievant shall be conducted so as to result in no interference with or interruption whatsoever of the instruction program and related work activities of the teaching staff.

.08 EXPEDITING GRIEVANCE
.081 Grievances shall be expedited. The time limits specified may be extended by mutual agreement.
.09 REDUCING TIME LIMITS
.091 If a grievance is filed which might not be finally resolved under the
time limits set forth herein prior to the end of the school year, and
which if left unresolved until the beginning of the following school
year, could result in irreparable harm to those involved in the grievance,
the time limit set forth herein shall be reduced so that the grievance
procedure may be concluded prior to the end of the school year.

G303 PROCEDURE

.01 LEVEL ONE
.011 A grievance must be filed in writing with the principal or the
appropriate administrator within fifteen (15) days after said event,
upon which it is based, or within fifteen (15) days after said event
could reasonably be assumed to have been known by either a teacher or
the Federation. The grievance conference shall occur within five (5)
days after the grievance is filed. The grievant shall be accompanied
by the Federation Representative or any other Federation representative
of the grievant's choosing.

.02 LEVEL TWO
.021 In the event a grievance has not been satisfactorily resolved at Level
One, the Federation shall file, within five (5) days of the principal's
or the appropriate administrator's written decision at Level One, a
copy of the Grievance with the superintendent. Within five (5) days
after such written grievance is filed, the grievant, the Federation, and
the superintendent or his/her designee should meet to resolve the
grievance. The superintendent or his/her designee shall file his/her
decision within five (5) days of the Level Two meeting and communicate
it to the grievant and the Federation.

.03 LEVEL THREE
.031 If the grievance has not been satisfactorily resolved at Level Two, the
Federation may demand advisory arbitration by requesting a list of seven
(7) names from the Federal Mediation and Conciliation Service. The Board
and the Federation shall alternately strike names until one (1) remains
who shall be the advisory arbitrator.

.032 The advisory arbitrator shall not have the authority to alter, modify,
add to or subtract from any of the terms of this contract.

.033 The advisory arbitrator is expected to schedule a hearing with the parties
to this contract as soon as possible and to issue a written advisory
opinion as soon as possible after the close of the hearing.

.034 The costs for the services of the advisory arbitrator shall be shared
equally by both parties.

.035 Within five (5) days after receiving the written advisory opinion, the
superintendent shall render another written decision.

.036 Within ten (10) days after receiving the decision of the superintendent,
the Federation may appeal the decision in writing to the Board. The Board
within fifteen (15) days shall either sustain the decision of the
superintendent or give an alternate decision.
.037 TENURED TEACHER TERMINATION
.0371 Notwithstanding G303.03 (Level Three) which provides for advisory arbitration, binding arbitration is provided at Level Three in lieu of statutory proceedings, upon waiver by the affected teacher, on all teacher dismissal cases. Nonrenewals of teachers on limited contracts are not covered by this provision for binding arbitration.

.038 NON-TENURED TEACHER TERMINATION
.0381 A non-tenured teacher who has completed five (5) consecutive years of satisfactory or better service has the right to file a grievance challenging the Board's decision not to renew his/her contract and to pursue that grievance to advisory arbitration. Challenges to other decisions of non-renewal shall follow the appeal procedure contained in the Teacher Appraisal Manual (August 1974).
GRIEVANCE FORM

(Circle)
Mr.
Ms.

Name of Grievant          Position          Date Submitted

School____________________ Name of Principal____________________

Grievant accompanied by ____________________________

Section for Grievant: Briefly state the problem indicating provisions of Contract which are violated.

(If additional space is needed, use other side)

Did grievant have discussion with principal  [ ] Yes  [ ] No

What remedy is sought?

Date_____________________________ Grievant's Signature_____________________________

PRINCIPAL'S RESPONSE ON BACK
SECTION FOR PRINCIPAL:

Date Received ________________

A. In answer to grievance, include rules, regulation, policy or other basis for decision.

B. Prepare four (4) copies of this form. Distribute as follows:

1. Original to school file
2. Copy to grievant
3. Copy to Coordinator of Employee Relations
4. Copy to CFT Office

Date _________________________________ Signature of Appellant __________________

Date ________________________ _____________________________________________________

Signature, Chairperson, CFT Grievance Committee
CFT, 1015 Vine Street, Suite 402
Cincinnati, Ohio 45202

CSP # 13 Rev. 7/77
All photos - Jeff Kincaid
P400 PUPILS

P401 STUDENT DISCIPLINE

.01 GENERAL AGREEMENT
.011 The Federation and the Board mutually agree that every pupil has the right to learn and to develop to his/her maximum potential, and that the maintenance of an educational environment conducive to this growth and learning shall be the dual responsibility of the teacher and the administration.

.02 ADMINISTRATIVE SUPPORT OF TEACHER
.021 In order to insure an educational environment that promotes learning, the classroom teacher shall have full support of the Board in maintaining classroom discipline. Professional support services shall be provided to insure that every student's opportunity for an education is protected.

.03 TEACHER RIGHTS
.031 A teacher shall have the right to remove from class pupils exhibiting disruptive behavior. Disruptive behavior includes the use of violence, force, coercion, threat, harassment, insubordination, or repeated acts of misbehavior causing the disruption or obstruction to the educational process, including all curricular and extracurricular activities affecting teachers while acting in the course of their employment.

.04 SELF-DEFENSE
.041 A teacher may use such force as shall be reasonable and necessary to protect himself/herself from attack, to prevent school property from damage and/or destruction, and/or to prevent possible injury to another person.

.05 PROCEDURE
.051 Any student removed from class or extracurricular activity by a teacher shall be sent to the building/unit administrator in charge with a written statement from the teacher stating reasons for removal. If the teacher desires the administrator to schedule a parent conference, that desire should also be stated in writing.

.052 If a teacher removes a student exhibiting disruptive behavior from class and requests in writing with reasons stated therefor that the student be "held" until the teacher can discuss the matter with the building/unit administrator, the student shall not be readmitted to that teacher's class until that discussion has taken place. This section shall not be abused.

.053 The suspension, expulsion and removal from school of students shall be made in strict compliance with Ohio Revised Code 3313.661 and 3313.66 and Board policy 5144.

.054 In accordance with Board policy 5113.2 (September, 1976) on mandatory expulsion, a building/unit administrator shall immediately notify the police and the superintendent.
P402 TEACHER ASSAULT BY STUDENT

.01 CIRCUMSTANCES/RECOMMENDATION
.011 A student assaulting a teacher who is performing a duty in the line of employment including extracurricular duties shall be immediately suspended and a recommendation for expulsion be made to the superintendent as provided for in Board policy 5113.2 by the building/unit administrator.

.0111 A teacher suffering such assault shall submit written facts of the incident to the building/unit administrator and the Federation Building Representative.

.02 COPIES OF ASSAULT
.021 The building/unit administrator shall submit a written report of the assault to the superintendent. The teacher shall be given a copy of the report upon request.

.03 BOARD'S RESPONSIBILITY
.031 The Board shall:

.0311 Obtain information from the building/unit administrator and investigating police officer concerning the case.

.0312 Function as liaison between the teacher and all factions operating in the case.

.0313 Provide the teacher with released-time for the legal court appearance stemming from his/her professional activities.

.0314 Insure that the teacher shall not lose compensation or accumulated leave.

P403 PUPIL ADJUSTMENT

.01 PSYCHOLOGICAL TESTING REFERRAL
.011 Where a referral for psychological testing is deemed appropriate by the teacher(s), the counselor (where applicable), and the principal, a request for parental approval shall be sought immediately. If parental approval is obtained, the principal shall forward the referral form to Psychological Services Branch immediately.

.02 CHRONICALLY DISRUPTIVE ACTIONS
.021 When a pupil's actions are chronically disruptive, the Board shall make some other placement of the pupil within the limits of the laws governing school attendance.

.03 MAKE-UP WORK/UNEXCUSED ABSENCE
.031 The opportunity to make up class work as a result of an unexcused absence is at the discretion of the teacher and principal.

.04 INFORMING TEACHER OF PROBLEM
.041 A teacher who is assigned a pupil known to have a physical, social or emotional problem shall be informed by the administrator or counselor of the nature of the problem.
.05 ADMINISTRATOR PRESENT IN BUILDING
.051 For the protection of both pupils and teachers, there shall be an administrator or his/her designee present when the building is open. During an extended period of absence of more than five (5) days, his/her designee if a teacher shall be relieved of teaching responsibility.

.06 ASSISTANCE IN ASSAULT CASES
.061 A teacher who is required to appear in court for an action taken in the exercise of duty shall be assisted to the extent of legal limits by the Board. In civil matters, the City Solicitor will be asked to defend any teacher who does not possess insurance coverage. The teacher shall receive compensation for absence from duty for a court proceeding or administrative hearing when such absence arises from a justifiable line of duty action on the part of the teacher.

.062 Principals shall report to the superintendent all cases of assault and/or battery suffered by teachers in connection with their employment.

.063 The Board shall immediately notify the teacher of his/her right to file charges against the student and inform him/her of procedure to be followed.

P404 STUDENT ABSENCE

.01 EIGHT (8)-DAY POLICY
.011 Any secondary student who misses eight (8) days or more full class days in any quarter shall automatically be denied credit for the course in which he/she is registered except when the teacher has presented a grade showing that the student has, in fact, met the requirements of the course.

P405 STUDENT TRANSPORTATION

.01 EXCESS LIABILITY INSURANCE COVERAGE
.011 The Board shall continue to provide the excess liability insurance coverage for a teacher in his/her automobile whenever that teacher transports a student(s) in his/her automobile in the course of any school-related activity. (See also T205.14 and SFB502.09.)
SFB500 SALARIES/FRINGE BENEFITS/SFB501 SALARIES

SFB500 SALARIES/FRINGE BENEFITS

SFB501 SALARIES

.01 APPENDIX A
.011 The salaries of teachers covered by this contract are set forth in Appendix A, which is attached hereto and made a part of this contract.

.02 INITIAL POSITION ON SALARY SCHEDULE
.021 The initial salary of a teacher shall be the minimum on the schedule for which the teacher is qualified, plus any allowance due the teacher for prior teaching experience and/or military service. Allowance for prior teaching experience shall be made on the basis of:

.0211 One (1) year of credit for each year of teaching experience up to a maximum of ten (10) years of which no more than two (2) years may be substitute teaching experience.

.0212 Allowance for military service shall be made on the basis of one (1) year of credit for each year of military service up to a maximum of six (6) years.

.0213 Allowance for a combination of prior teaching and military service shall be made on the basis of one (1) year of credit for each year of military service up to a maximum of six (6) years, and prior teaching experience up to a maximum of ten (10) years.

.0214 One (1) year of credit for every six hundred (600) hours of teaching experience, up to a maximum of ten (10) years shall be given to teachers being placed on the Stowe and MxMillan pay schedule.

.0215 School nurses shall receive credit for each year of school nursing experience up to a maximum of ten (10) years. Effective January 1, 1975, non-degree school nurses with a Four-Year Provisional or higher certificate shall be paid as Class II teachers.

.0216 In determining the initial salary of a teacher of trade and industrial vocational subjects, a year of work experience, either at the apprenticeship level or beyond, shall be accepted as a substitute for a year of college or university work, and a total of four (4) years of such work experience, or of four (4) years of college or university training and work experience combined, shall be accepted in lieu of college graduation. Any year of work experience above the apprenticeship level, which is not used for satisfying the college graduation requirement, shall be accepted in lieu of teaching experience. No work experience of any kind shall be accepted in lieu of college training or teaching experience unless such work experience shall have been directly related to the specific vocational field in which the person is assigned.

.03 INCREMENTS
.031 Salary increments become effective at the beginning of each contract year. Future increments are based upon the completion of the appropriate number of days of prior service.
.032 Annual advancements in salary shall be granted in accordance with the rates of increments specified in the salary schedule until the proper maximum salary has been attained.

.033 A teacher who has been employed full-time and has received pay for at least one hundred twenty (120) days is eligible for an annual increment at the beginning of the next school year.

.04 SALARY CLASSIFICATION
.041 Teachers shall be placed on the appropriate salary schedule by the superintendent based upon the experience and preparation of the teacher. (See salary schedule in Appendix A.)

.05 TERM OF SERVICE
.051 All personnel included under this salary schedule have an annual term of service as per the teacher's individual contract.

.06 PAY PERIODS
.061 The first paycheck of the school year shall be available in the schools before October 1. Teachers have the option of choosing one (1) of the following pay plans:

.0611 PLAN A - Thirteen (13) checks issued on a monthly basis from September through August (one (1) of these checks is for a ten (10)-day pay period); or

.0612 PLAN B - thirteen (13) checks; one (1) issued after each of twelve (12) fifteen (15)-day pay periods and one (1) check issued after a ten (10)-day pay period prior to the Winter Recess, from September through June.

SFB502 FRINGE BENEFITS

.01 GROUP HOSPITALIZATION AND MEDICAL INSURANCE PLAN
.011 Upon application by the teacher, the Board will participate in the cost of Blue Cross/Blue Shield coverage under the Board group plan as follows:

.0111 The full cost of a single contract or a family contract for any teacher either on an annual salary basis appointed for six-tenths (6/10) time or more, or assigned on an hourly basis to the Stowe Adult or McMillan Center for six hundred (600) hours or more per calendar year.

.0112 One-half (1/2) the cost of either a single contract or a family contract for any teacher either on an annual salary basis appointed for less than six-tenths (6/10) time or assigned on an hourly basis to the Stowe Adult or McMillan Center for less than six hundred (600) hours per calendar year. (Assignments must begin before 5:00 p.m.)

.012 The contribution by the Board to the extent indicated in SFB502.0111 and .0112 will be applied to "PART C" (SFB502.0143) and single contracts for eligible teachers and their spouses.
.013 Teachers shall not be eligible for coverage under the Board group plan unless part or all of the fee is payable by the Board.

.014 Coverage in the Board group plan shall be limited to the following:

.0141 INDIVIDUAL COVERAGE – Basic Blue Cross, Basic Blue Shield and Major Medical Supplementary in one (1) package.

.0142 FAMILY COVERAGE – Basic Blue Cross, Basic Blue Shield and Major Medical Supplementary in one (1) package.

.0143 "PART C" – individual coverage for a teacher over sixty-five (65) and/or his/her spouse over sixty-five (65) under Basic Blue Cross, Basic Blue Shield and Major Medical Supplementary in one (1) package.

.0144 SPONSORED MEMBERSHIP – individual coverage for qualified dependent of a teacher under Basic Blue Cross, Basic Blue Shield and Major Medical Supplementary in one (1) package.

.02 TERM LIFE INSURANCE

.021 Eligibility for the $10,000 term life insurance shall be extended to the following teachers effective June 1, 1977:

.0211 Those on an annual salary basis appointed for one-half (½) time or more.

.0212 Those at either the Stowe Adult or McMillan Center assigned to teach on an hourly basis for six hundred (600) hours or more per calendar year.

.03 TAX SHELTERED ANNUITY

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

.04 PAYROLL DEDUCTIONS AUTHORIZED BY THE TEACHER

.041 Cincinnati Public School Employees Credit Union

.042 United States Savings Bonds

.043 United Appeal

.044 Blue Cross/Blue Shield/ Major Medical

.045 Washington National Insurance

.046 Others mutually agreed upon by the Federation and the Board

.047 Cincinnati Federation of Teachers

.05 WORKMEN'S COMPENSATION SYSTEM

.051 The board contributes annually to the State Workmen's Compensation fund. Teachers are eligible for benefits as defined in Section 4123.54 of the Ohio Revised Code.
.06 OHIO STATE TEACHERS' RETIREMENT SYSTEM (OSTRS)
.061 The amount of contribution shall be established by the Retirement Board.

.062 CURRENT RATES:
Teacher Contribution 8.5%
Board Contribution 13.5%

.07 CONVERSION OF SICK LEAVE AT RETIREMENT
.071 Subject to the provisions of Section 124.39 of the Ohio Revised Code, an employee retiring on or after July 1, 1977, shall be eligible to be paid for one-half ($\frac{1}{2}$) of his/her accrued but unused sick leave at the daily rate of pay utilized in calculating his/her final pay. Said payment shall eliminate all sick leave accrued by the employee.

.08 MILEAGE REIMBURSEMENT
.081 Effective August 1, 1977, eligible teachers shall receive reimbursement at the rate of fifteen cents (15c) per mile as mileage allowance when their automobiles are used for Board business.

.082 Teachers eligible to receive mileage reimbursement shall be those who report to more than one (1) school on any school day to perform assigned duties. Reimbursement shall be made by the Clerk-Treasurer's Office after receiving the Mileage Report Form signed by the teacher and approved by the school administrator to whom the teacher reports.

.09 DAMAGE TO PERSONAL PROPERTY DUE TO ASSAULT
.091 Effective on September 1, 1977, the Board shall provide teachers reimbursement in an amount not to exceed $200 due to damage to a teacher's personal property resulting from an assault which occurred in the course of employment. A teacher suffering damage to personal property as a result of such an assault may request reimbursement by furnishing a signed statement on a form prescribed by the superintendent setting forth the circumstances of the assault, the extent of the damage and the reimbursement requested. Payment shall be made upon approval of the request by the superintendent. Approval by the superintendent shall not be unreasonably withheld.

.092 This section shall provide reimbursement to teachers only in the event that the teacher does not have insurance coverage protecting against such damage. If a teacher's insurance protection covers a portion of such damage, the Board shall reimburse the uncovered portion to a maximum of $200.

.10 CONTINGENT SALARY INCREASE
.101 If, on or before December 31, 1977, additional general operating revenues in excess of 88.4 million are received by the School District that can be legally certifiable (pursuant to Section 5705.412 of the Ohio Revised Code, which provides, in part, that the School District must have sufficient revenue to maintain an adequate educational program and hold school the same number of days during the six (6) months following the school year in which the increase is granted as were held in the corresponding period of the previous year) for payment of a three percent (3%) salary increase (representing the implementation of Supplement II as set forth in SFB502.103), such salary increase shall be paid. The Board shall also provide for a short-term wage increase
in order to pay a wage increase equal to the dollars teachers would have received if the wage increase would have been adopted by the Board to be effective January 1, 1977. It is understood that the Board is not required to change its bookkeeping method from an accrual basis to a cash basis by this provision.

.102 Any State-mandated salary increase for teachers shall be a part of, and shall not be in addition to any salary increase resulting from the application of this provision.

.103 TERMS OF CONTINGENT SALARY INCREASE
.1031 3.0% increase (Supplement II) on Salary Schedules C, D, and G.

.1032 After the percent increase has been applied to Salary Schedule C, an equity adjustment shall be applied to the following tracks and steps:

<table>
<thead>
<tr>
<th>STEPS</th>
<th>TRACKS II AND III</th>
<th>TRACKS IV, V, and VI</th>
</tr>
</thead>
<tbody>
<tr>
<td>12-16</td>
<td>$100</td>
<td>$250</td>
</tr>
<tr>
<td>17-21</td>
<td>$125</td>
<td>$275</td>
</tr>
<tr>
<td>22</td>
<td>$150</td>
<td>$300</td>
</tr>
</tbody>
</table>
M600 MANAGEMENT RESPONSIBILITY

M601 BOARD AUTHORITY

.01 RULES/REGULATIONS/POLICIES
.011 It is recognized by the parties that the Board is invested by the laws of the State of Ohio with the government and control of all of the Cincinnati Public Schools. This authority of the Board shall include, but shall not be limited to, the authority to make such rules, regulations and policies as are necessary for the government of the public schools, the employees of the Board, and the pupils of the schools. Nothing in this contract shall constitute transfer of the authority of the Board as established by the laws of the State of Ohio.

.012 The administrative authority of the Board shall be implemented by the superintendent and his/her designees whose authority shall include, but not be limited to, the authority to direct and assign teachers and to carry out such other duties as the Board determines as provided by the Ohio Revised Code.

M602 AMENDMENT

.01 OBLIGATION
.011 This contract may be amended by mutual written agreement of the Board and the Federation. Nevertheless, the parties acknowledge that during the negotiations, which resulted in this contract, each had the unlimited right and opportunity to make demands and proposals, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this contract. Therefore, for the life of this contract, each party agrees that the other shall not be obligated to negotiate with respect to any subject or matter referred to or covered in this contract and with respect to any subject matter not specifically referred to or covered in this contract.

M603 LEGALITY

.01 VALID PROVISIONS
.011 If any provision of this contract or any application of this contract to any teacher or group of teachers is contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

M604 TERM OF CONTRACT

.01 DURATION
.011 This contract shall expire on December 31, 1979.

.02 REOPENER
.021 Either party may reopen this contract on June 30, 1978, by giving written notice to the other party on or after May 1, 1978, for the sole purpose of negotiating salaries (SFB501 of this contract), fringe benefits (SFB502 of this contract) and the question of class size. Negotiations regarding such matters shall commence immediately following the receipt of written notice of intent to reopen this contract as hereinabove provided. All provisions of this contract, not expressly subject to reopening as hereinabove provided, shall remain in full force and effect.
APPENDIX A

SALARY SCHEDULES FOR PROFESSIONAL EMPLOYEES
CINCINNATI PUBLIC SCHOOLS

(Effective May 2, 1977, Except As Otherwise Indicated)

A. DEFINITIONS

1. Teacher

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

2. Salary Schedules for Teachers Who Are Qualified for Regular Appointment or Who Serve as Long-Term Substitutes

a. Class II Schedule

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

b. Class III Schedule

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

c. Class IV Schedule

"Class IV Schedule" applies to all teachers who possess the Master's Degree or its equivalent1.

d. Class V Schedule

"Class V Schedule" applies to all teachers who possess 30 graduate semester hours after attaining the Master's Degree.

e. Class VI Schedule

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

---

1 Master's equivalency credit is recognized only for teachers who qualified for the Master's equivalency prior to November 1, 1961.
B. ANNUAL TERMS OF SERVICE AND PAY PERIODS FOR TEACHERS

<table>
<thead>
<tr>
<th>Days of Service</th>
<th>Pay Periods</th>
<th>Actual Times of Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>190 days</td>
<td>15 school days*</td>
<td>As fixed by the official annual calendar adopted by the Board of Education</td>
</tr>
<tr>
<td></td>
<td>(To be determined)</td>
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</tr>
<tr>
<td>200 days</td>
<td>15 school days*</td>
<td>Same as for 190 days, plus ten (10) additional days as assigned</td>
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<tr>
<td></td>
<td>(To be determined)</td>
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<tr>
<td>210 days</td>
<td>15 school days*</td>
<td>Same as for 190 days, plus twenty (20) additional days assigned</td>
</tr>
<tr>
<td></td>
<td>(To be determined)</td>
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</tr>
</tbody>
</table>

* Pay periods during regular school year; pay periods for service extending beyond regular school year shall be in accordance with a schedule for pay periods to be adopted each year; optional deferred pay plan may be elected for regular school year portion of work year.

The daily rate of pay used for computing the salary for a fraction of a year and for computing salary deductions for absence is determined by dividing the annual salary by the days of service.

The terms of service set forth in this schedule are to be used in determining daily rates of pay.
C. SALARY SCHEDULES FOR TEACHERS WHO ARE QUALIFIED FOR REGULAR APPOINTMENT OR WHO SERVE AS LONG-TERM SUBSTITUTES

<table>
<thead>
<tr>
<th>Years of Experience</th>
<th>Class II BA Degree</th>
<th>Class III BA + 150 hrs.</th>
<th>Class IV MA Degree</th>
<th>Class V MA + 30 hrs.</th>
<th>Class VI Doctorate</th>
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</table>

* All personnel included under these schedules have an annual term of service of 190 days.
Schedules apply to classroom teachers, teacher librarians, visiting teachers, home instructors, examiners, administrative interns, school nurses, psychologist interns, Class I lunchroom managers, and assistant in Support Services. Also, to be used in determining the base salary for the following classifications of personnel paid on a "teacher plus" basis: teacher specialists, coordinating teachers, counselors, librarians, librarian-catalogers, and teachers-in-charge.

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

** Maximum entering salary based on prior teaching experience.

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

# Personnel whose salaries are covered by Class II through Class VI of these salary schedules will attain longevity increment status and will be paid such an increment if they are in regular employment and if they meet the following eligibility requirements: (1) completion of 17 and 22 years of creditable service on this salary schedule (creditable service is defined as service credit granted at the time of last contract appointment and all years of creditable service subsequent to that appointment), and (2) satisfactory service at the time of eligibility for the longevity increment.
D. **SALARY SCHEDULES FOR CERTIFICATED PERSONNEL WHO RECEIVE SALARY FOR SPECIAL ASSIGNMENTS IN ADDITION TO THE REGULAR TEACHERS' SALARY**

<table>
<thead>
<tr>
<th>Position</th>
<th>Salary*</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>210 Days of Service</strong></td>
<td></td>
</tr>
<tr>
<td>Coordinating Teacher</td>
<td>T + additional days + 300</td>
</tr>
<tr>
<td>Counselor</td>
<td>T + additional days</td>
</tr>
<tr>
<td>Librarian-Cataloger</td>
<td>T + additional days</td>
</tr>
<tr>
<td>Teacher Specialist</td>
<td>T + additional days + 650</td>
</tr>
<tr>
<td><strong>200 Days of Service</strong></td>
<td></td>
</tr>
<tr>
<td>Librarian</td>
<td>T + additional days</td>
</tr>
<tr>
<td><strong>190 Days of Service</strong></td>
<td></td>
</tr>
<tr>
<td>Coordinating Teacher</td>
<td>T + 300</td>
</tr>
<tr>
<td>Teacher-in-charge</td>
<td>T + 500</td>
</tr>
</tbody>
</table>

*"T" used in the salary column signifies the salary to which the person would be entitled according to the Teachers' Salary Schedules in Section B and C. Pay for additional days is computed on the teacher's daily rate.*
<table>
<thead>
<tr>
<th>Position - Activity**</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Senior High</strong></td>
<td></td>
</tr>
<tr>
<td>Athletic Director</td>
<td>$1,279</td>
</tr>
<tr>
<td>Head Varsity Football Coach</td>
<td>1,701</td>
</tr>
<tr>
<td>Assistant Varsity Football Coach</td>
<td>1,242</td>
</tr>
<tr>
<td>Reserve Football Coach</td>
<td>917</td>
</tr>
<tr>
<td>Varsity Basketball Coach</td>
<td>1,433</td>
</tr>
<tr>
<td>Reserve Basketball Coach</td>
<td>865</td>
</tr>
<tr>
<td>Intramurals Coach-in-charge</td>
<td>791</td>
</tr>
<tr>
<td>Intramurals Coach</td>
<td>692</td>
</tr>
<tr>
<td>Varsity Wrestling Coach</td>
<td>743</td>
</tr>
<tr>
<td>Varsity Gymnastics Coach</td>
<td>723</td>
</tr>
<tr>
<td>Varsity Baseball Coach</td>
<td>633</td>
</tr>
<tr>
<td>Varsity Track Coach</td>
<td>633</td>
</tr>
<tr>
<td>Varsity Swimming Coach</td>
<td>605</td>
</tr>
<tr>
<td>Varsity Soccer Coach</td>
<td>605</td>
</tr>
<tr>
<td>Varsity Volleyball Coach</td>
<td>605</td>
</tr>
<tr>
<td>Varsity Cross-Country Coach</td>
<td>387</td>
</tr>
<tr>
<td>Varsity Tennis Coach</td>
<td>300</td>
</tr>
<tr>
<td>Varsity Golf Coach</td>
<td>273</td>
</tr>
<tr>
<td>Softball Coach</td>
<td>525</td>
</tr>
<tr>
<td><strong>Junior High</strong></td>
<td></td>
</tr>
<tr>
<td>Head Football Coach</td>
<td>917</td>
</tr>
<tr>
<td>Football Coach</td>
<td>594</td>
</tr>
<tr>
<td>Head Basketball Coach</td>
<td>636</td>
</tr>
<tr>
<td>Intramurals Coach</td>
<td>553</td>
</tr>
<tr>
<td>Head Gymnastics Coach</td>
<td>331</td>
</tr>
<tr>
<td>Head Track Coach</td>
<td>331</td>
</tr>
<tr>
<td>Head Cross-Country Coach</td>
<td>253</td>
</tr>
<tr>
<td>Basketball Coach (Girls)</td>
<td>331</td>
</tr>
<tr>
<td>Softball Coach</td>
<td>331</td>
</tr>
<tr>
<td>Volleyball Coach</td>
<td>253</td>
</tr>
</tbody>
</table>
The following criteria are applicable to the compensation for activities authorized in this schedule: (a) the teacher must be assigned to extra duty and be under a supplemental contract for the position; (b) the assignment must be performed either before or after the regular school day; and, (c) the teacher must be working with pupils.

** The amount shown for any position-activity may be shared among two or more coaches.

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

2/ Amounts include the responsibilities of practices and conditioning before the regular school year as stated in the position description.

3/ Amounts include the responsibilities for practices during holidays as stated in the position description.
# F. Schedule of Extra-Curricular Activities and Maximum Number of Hours for Which Teachers May Be Compensated*

(Effective August 1, 1977)

<table>
<thead>
<tr>
<th>Position</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Senior High</strong></td>
<td></td>
</tr>
<tr>
<td>Band Director</td>
<td>$ 832 /1</td>
</tr>
<tr>
<td><strong>Maximum Number of</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Hours Per Activity</strong></td>
<td></td>
</tr>
<tr>
<td>Choral Director</td>
<td>120 /2</td>
</tr>
<tr>
<td>Debate</td>
<td>40</td>
</tr>
<tr>
<td>Dramatics</td>
<td>50 /3</td>
</tr>
<tr>
<td>Newspaper Advisor</td>
<td>120</td>
</tr>
<tr>
<td>Orchestra Director</td>
<td>70 /2</td>
</tr>
<tr>
<td>Producer/Director of Annual Show</td>
<td>50</td>
</tr>
<tr>
<td>Yearbook Advisor</td>
<td>120</td>
</tr>
<tr>
<td>Student Council</td>
<td>30</td>
</tr>
<tr>
<td>Visual Aids</td>
<td>80</td>
</tr>
<tr>
<td>Stage Manager</td>
<td>150</td>
</tr>
</tbody>
</table>

| **Junior High** | |
| Band Director | 40 |
| Choral Director | 30 |
| Newspaper Advisor | 40 /4 |
| Orchestra Director | 25 |
| Producer/Director of Annual Show | 20 |
| Student Council | 15 |
| Visual Aids | 40 |

| **Elementary** | |
| Choral Director | 50 |
| Extended Physical Education | 70 |
| Safety Patrol Sponsor | 40 |

* The following criteria are applicable to the compensation for activities authorized in this schedule: (a) the teacher must be assigned the extra duty and be under contract for the position; and (b) the assignment must be performed either before or after the regular school day; or (c) a teacher who is given one unassigned period to work on an extra pay activity shall have one hour per school day deducted from the maximum number of hours allocated for the position. An unassigned period is defined as a scheduled period of time wherein the only purpose in meeting is to produce an extra-curricular activity.

1/ Amount specified includes pay for necessary practice before the regular school year and assistance with the annual show.

2/ Hours specified include time to assist with the annual show.

3/ Hours specified include time to direct a minimum of two productions during the school year, and to assist with the annual show.

4/ Hours specified include time to publish a minimum of eight issues.

Note: All positions on this schedule designated with Maximum Number of Hours Per Activity are to be compensated at $3.98 per hour.
G. SALARY SCHEDULES FOR WEEKLY, DAILY, AND HOURLY RATES FOR TEACHERS

<table>
<thead>
<tr>
<th>Position</th>
<th>Period</th>
<th>Salary Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Substitute Teachers /a</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Class &quot;A&quot;</td>
<td>Daily</td>
<td>$31.95 - 34.75 /b</td>
</tr>
<tr>
<td>Class &quot;B&quot;</td>
<td>Daily</td>
<td>28.65 - 31.45 /b</td>
</tr>
<tr>
<td>Home Instructor</td>
<td>Hourly</td>
<td>7.35</td>
</tr>
<tr>
<td><strong>Extended Employment</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Teacher</td>
<td>Hourly</td>
<td>7.35 - 9.00 /c</td>
</tr>
<tr>
<td>Substitute Teacher</td>
<td>Hourly</td>
<td>7.35 - 9.00 /c</td>
</tr>
<tr>
<td>Coordinating Teacher</td>
<td>Hourly</td>
<td>9.70</td>
</tr>
<tr>
<td>Teacher-in-charge</td>
<td>Hourly</td>
<td>10.50</td>
</tr>
<tr>
<td>Lunchroom Manager</td>
<td>Hourly</td>
<td>9.00</td>
</tr>
<tr>
<td><strong>Summer School</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Teacher</td>
<td>Hourly</td>
<td>7.90</td>
</tr>
<tr>
<td>Substitute Teacher</td>
<td>Hourly</td>
<td>7.90</td>
</tr>
<tr>
<td>Coordinating Teacher</td>
<td>Hourly</td>
<td>9.00</td>
</tr>
<tr>
<td><strong>Stowe and McMillan Centers</strong></td>
<td>Daily</td>
<td>72.00 - 74.55 /d</td>
</tr>
<tr>
<td><strong>Special Assignment</strong></td>
<td>Daily</td>
<td>/e</td>
</tr>
</tbody>
</table>

**a/** Class "A" substitute is any person meeting in all respects the requirements as to amount and quality of training which are specified in the Board Policies for appointment as a regular teacher, or any former regular teacher who has retired from service after ten (10) years or more of teaching in the Cincinnati Public Schools. Class "B" substitutes - all other persons.

**b/** The higher rate is paid after ten (10) days of continuous service in a given classroom assignment, for the duration of the assignment.

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

**d/** The daily rate is based on an eight-hour assignment. Teachers having daily assignments of less than eight hours should be paid the appropriate fraction of the daily rate. The higher rate is paid to teachers who have completed five (5) years of teaching experience. Teachers are eligible for this increment in September of each year. Teaching experience is computed as follows:

One year's experience credit = a minimum of 600 hours of teaching in a twelve-month period.

One-half year's experience credit = 300-599 hours of teaching in a twelve-month period.

**e/** Any certificated employee whose work assignment is continued on a full-time basis in the same or a comparable position beyond his normal term of employment shall be paid at the same rate as is applicable to the normal term of employment in the contract year in which the extended time falls.
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Enquirer 3/8/77
Gimmicks No Substitute:

Seniority Is Basic Safeguard
In Combatting Employer Bias

The following is excerpted from a statement by William E. Pollard, director of the AFL-CIO Dept. of Civil Rights, to the U.S. Commission on Civil Rights.

THE BURDEN OF DISCRIMINATION

Against women and minorities in the labor force rightfully belongs on the backs of those responsible for it—the employers. If women and minorities are actually the “last hired,” the employer is responsible for that situation.

Once an employee is hired, those already on that employer’s payroll should not be penalized when a reduction of force strikes the newcomer.

While opportunities for training, upgrading, promotion and transfers were not always available without regard to race or sex, the body of law places real and heavy damages on those who would trespass on the rights of women and minorities.

Decisions by government agencies and the courts have said, in clear terms, that those with employment relations with a company or plant must be credited with their full plant-wide seniority (bonafide seniority) in training, promotions, upgrading, transfers, layoffs and recalls.

These new tools make it possible for those previously assigned to low-level or dead end jobs to be trained for higher-paying job categories and to fill those openings when they occur, and to carry with them all of the seniority they have acquired while an employee of that plant or company.

That means that those hired years ago can now proceed to their “rightful place,” if qualified or qualifiable, within a reasonable period of time. A “reasonable period of time,” in this instance must be determined jointly by the company and union.

Once an employer reviews his total operation and concludes that he must reduce his workforce because of recession he then must determine where to cut—who goes, who stays.

In the past, it was often done by department, with layoffs falling on junior workers in a department, regardless of their seniority in the plant’s total workforce. Thus, senior employees, whether women, minorities or other, might be laid off while junior employees remained on the job. If a departmental seniority system has a negative impact on women and minorities, it is not a bona-fide seniority system and is thus invalid.

If the employer’s decision to lay off is based on business requirements, will his decision change if seniority is eliminated?

If the employer decided to lay off 100 workers after his business review, would he not lay off 100 workers whether or not there was a seniority clause in the contract? The answer is obvious. Of course he would. Seniority only establishes which of the total workforce would be laid off.

A layoff is not a firing. The “first fired” phrase is a misnomer; not only false, but divisive.

That may be what it is designed to do—pit white against black, male against female—instead of recognizing the real problem: the recession and the resulting lack of jobs for the millions who want and need jobs so desperately, but can’t find them.

Most union contracts protect the employee’s right to recall on the basis of seniority for a limited period. Some contracts spell out a period equal to a worker’s length of service, some provide for one year, two years, three years, and some provide unlimited recall rights.

Older workers need no longer fear the failure of the company to recall them in lieu of new hires, whose rate of pay and fringe benefits are less costly. Nor does that laid-off worker need fear having to compete with those entering the workforce for the first time.

It should be clear that a worker who is displaced from a job as a result of this recession is not “fired.” Those who were the last to enter the workforce at a given plant or company are properly the first to be laid off. To do otherwise discriminates against those who were not responsible for the hiring practices of the plant or company in the first place, whether they are black or white or male or female.

THE LABOR MOVEMENT is fully committed to the principle of equal employment opportunity. We in the AFL-CIO fought for inclusion of Title VII in the Civil Rights Act when others thought it would jeopardize passage of the legislation. Our positive activities within our unions to implement our own civil rights policies in this respect predate the Civil Rights Act of 1964.

Only by expanding our economy, by increasing the gross national product, by halting the exportation of American jobs and technology to foreign lands, and by establishing a national commitment to full employment, can we have true equal employment opportunities in this country.

Gimmicks—phantom seniority and worksharing at the expense of innocent workers—are not the answer, even when urged by the U.S. Civil Rights Commission.

Job opportunities for all—for men and women, blacks and whites, majorities and minorities alike—are the only fair and workable solution.
CFT HAS ACQUIRED AN $88,000 GRANT from the AFL-CIO's Human Resources and the National Alliance of Businessmen to employ 91 disadvantaged youth in an 8-week Vocational Exploration Program. Gordon Tyree and Warren Anderson, CFT members, are coordinating the program developed by Jim Thorpe of the Cincinnati Labor Council.

THE LOCAL TITLE I BUDGET is the tightest since 1971 with prospects for next year even worse. The $4 million now go to early childhood education, behavior learning problems, summer school, growth in academic performance ($3.2 million) and parent involvement ($25,000).

WHILE SOME CINCINNATI ADMINISTRATORS are seeking affiliation with the AFL-CIO (which they can do directly but not through AFT or CFT) as over 10,000 around the country have done, southern California (where else?) has come up with a scab scheme to break strikes called the Mutual Aid Strike Plan. The scheme promises to supply administrators with teaching certificates in numbers equal to 20% of the normal teaching force for the first 10 days of a strike and 10% for the duration. Implementation had little effect on El Rancho where a strike for binding arbitration and class size limits entered its fourth week with predictions of "retaliatory strikes."

TWO AIKEN HIGH CFT MEMBERS have been awarded a Teacher's Grant from the Ohio State Department of Education. The Grant will help Jim Duffy and Paul Luckey in their team approach to American history instruction.


"ADDRESSING THE AFL-CIO CONVENTION IN 1961, MARTIN LUTHER KING OBSERVED: Negroes are almost entirely a working people. There are pitifully few Negro millionaires and few Negro employers. Our needs are identical with labor's needs - decent wages, fair working conditions, livable housing, old-age security, health and welfare measures, conditions in which families can grow, have education for their children and respect in the community.

Despite the widely held belief that the blacks and the unions have not the same, but rather irreconcilable, interests - and despite the fact that certain identifiable unions do practice discrimination - King's words remain valid today. Blacks are mostly a working people, they continue to need what labor needs, and they must fight side by side with unions to achieve these things." - Baynard Rustin

IN A THOROUGH REPORT ON THE SCHOOLS' USE OF ENERGY at the January 25 Board meeting, Roy Anderson showed coal to be the cheapest source of heat but it requires more personnel (Schwab and Withrow have been converted from gas to coal). He added that a "big cost savings" in heat is quick repair of broken glass.

ALTHOUGH WE REPORTED it early in negotiations, a commode in the men's room on the 11th floor of the Education Center (where most of the negotiating sessions were held) ran for six weeks. By Wayne Robey's conservative calculation that's a waste of 362,880 gallons of water.

THE EMPLOYEE CREDIT UNION TURNED DOWN OUR REQUEST for emergency loans despite AFT's willingness to guarantee them and pay the interest on them. We went to Teacher Service Organization instead. Remember, though, that the Credit Union is ours and we will organize to dominate the Credit Union board next year.

CFT MEMBER FLORIST DISCOUNTS ARE AVAILABLE AT Alma Rose Flower Shoppe, 961-5637, Vernon Manor: 20% on $10 or more and 15% on $7.50 to $10.

HEAR BOARD CANDIDATES at 11 a.m., August 30, at Schuller's Wigwam. BR's attend the workshop there August 29 and 30.
TEACHER RETIREMENT CONTRIBUTIONS IN 1970 were 7% member and 12.9% employer and in 1976, 8% member and 12.55% employer. Effective July 1, 1977, they became 8.5% employee and 13.5% employer (Board).

AFT-CFT'S $500,000 LIABILITY BENEFITS are now provided by the Drake Insurance Company of New York rather than Lloyd's of London. The change was made to avoid increased costs. CFT has two cases pending under the coverage: one at Woodward alleging negligence and the other at Riverside-Harrison charging assault (paddling). Albert H. Wohlers and Company, 720 Garden Street, Park Ridge, Illinois 60068, administers the protection.

AFT GROUP TERM LIFE INSURANCE BENEFITS WERE INCREASED May 1 to $8,000 for each $7,500 unit until April 30, 1978 at no extra cost. Since 1960 benefits have been increased by 60% while premiums have been reduced on two occasions.

LOW PRICE - $150 FOR 6 MONTHS WILL BE CONTINUED at Western Hills Spa only (plus 10 free visits): 922-1880, ask for Debbie.

THE EMPLOYEE RETIREMENT INCOME SECURITY ACT (ERISA), passed in 1974 to set regulations guaranteeing the rights of employees covered by private pension and benefit plans, is taking hold years later. The Bureau of National Affairs has recently released the results of a survey conducted among management members of the American Society for Personnel Administration which show the companies involved felt ERISA has had an impact on plans.

STRS REPORTS THE GENERAL ASSEMBLY has chosen not to give serious consideration to retirement benefit improvements until an independent actuarial investigation is made. STRS assures us that it "has always been, and remains, on a solid actuarial footing." It also claims to be geared to "the very best possible investment performance keeping in mind safety of principal and maximum total return." As public institutions become more and more financially troubled, we must all watch our retirement system carefully, for there have been some questionable practices - heavy state borrowing 10 years ago and bad risk real estate investments - reported already.

IF YOU GOT A "LESSON PLAN FOR TEACHERS" ON BUYING A CAR at Rallye Motors from "a teacher's husband," the teacher cannot be verified as a CFT member. CFT has no sports car dealer among its Personal Services Cooperating car dealers which are updated with Lynn Marmer, new Personal Services and Discounts chairperson.

SAVE ENERGY by always turning off incandescent lights but turning off fluorescents only when you'll be gone more than 20 minutes...

REDUCE COOLING COSTS by using a dehumidifier instead of an air conditioner.

REMOVING ONE OR MORE FLUORESCENT BULBS from a bank of lights doesn't reduce energy used. Solution: Replace the bulb with a phantom fluorescent tube available from Developmental Sciences, Inc., 15747 E. Valley Blvd., PO Box 1264, City of Industry, Calif. 91749.

...BECAUSE "BANKRUPTCY IS NO LONGER AS SOCIALLY UNACCEPTABLE as it was just a few years ago, more businesses are taking the bankruptcy route rather than struggle through adversity - and even more will do so in the future." - Ed Comment: Should individuals get on the business bandwagon?...


THE OHIO LABOR HISTORY PROJECT HAS COMPLETED ITS PRELIMINARY GUIDE TO SOURCES IN OHIO LABOR HISTORY and copies are available for $2.25 per copy by writing to: Ohio Labor History Project, Ohio Historical Society, Archives/Manuscripts, 1-71 and 17th Ave., Columbus, Ohio 43211.
THE BOARD OF EDUCATION, PRIMITIVE AND PUNITIVE TO THE END, is pressing its strike injunction for damages against CFT and AFT. This leaves no doubt about the kind of people they are and what they are trying to do. If it were not so sadly indicative, it would be laughable.

THREE OF THE FOUR SUSPENDED TEACHERS have arbitration proceedings set for late Aug.-Sept. The other who had a trial date rescheduled twice, the last for August 30, has elected for referee proceedings.

THE MEDICAL COVERAGE DISPUTE is definitely scheduled for court. The Board has refused to settle for five days since it had already paid for the other 14. A civil damages class action suit is being contemplated on behalf of teachers who had large claims during the strike except for May 4 to 9. CFT has paid almost $5,000 in premiums for strikers' policies covering chronic conditions and pregnancies as it promised it would during the strike.

THE CFT CONTRACT HAS COME IN HANDY for at least two teachers already. One was surplused but the order was revoked after the contract was invoked. The other was bumped internally, but after the contract was reviewed, the principal wrote in part: "I am pleased to inform you that your interpretation of the so-called bumping process is correct. I apologize for any mental anguish which may have been imposed upon you by us."

ALTHOUGH BLUE CROSS WAS WILLING, the Clerk-Treasurer refused to pay $2000 in baby delivery costs until CFT entered the case. Refusal was based on alleged failure of the woman teacher to change from single to family coverage (and her name) soon after marriage. Actually, the Clerk-Treasurer was incensed that the efficiency of his office had been impugned. When that was resolved and sexist discrimination was invoked, he relented and approved payment.

THE NEW SCALE FOR LD TUTORS should be $7.37 per hour with the raise but is actually $7.35. The reason is that the Board's computer is programmed to round to the nickel in hourly pay. Salaried employees have their salaries rounded to the dollar. The CFT Grievance Committee is looking into the matter.

THE TEACHER BUILDING COMMITTEE may meet at will without the principal but the principal is required to meet with the TBC at least once a month.

THE COORDINATOR OF PERSONNEL ANNOUNCED AT AN ADMINISTRATORS' WORKSHOP ON APPRAISAL that teachers are dismissed through counseling which accounts for 10-15 per year or termination through a referee which accounts for two or three each year.

DOES A TEACHER WITH A GRIEVANCE have the right to choose who will represent him in a grievance hearing? A Texas School Board said, "No!" Corpus Christi AFT refused to take "no" for an answer and went to court to win for local teachers the right to a chosen representative in grievance hearings.

CFT REPRESENTATIVES HAVE BEEN ADDED to the Central Discipline Task Force and the Title IX Advisory Committee by Willis Holloway, Assistant Superintendent for Human Resources.

THE BOARD OF EDUCATION PAID FROST & JACOBS $79,000 in legal fees on June 3 mainly for the Essex (school finance) and Bronson (desegregation) cases. Recently the Post calculated annual legal payments of more than $300,000.

REV. DUANE HOLM, MARCC, RECENTLY TOLD THE CFT HUMAN RIGHTS COMMITTEE that the most important things CFT could do in preparing for desegregation would be understanding the metropolitan system, sharing information and working with staff development.

ANSWER THE TEACHER UNITY SURVEY. Call CTA or CFT office if you did not get one.
IF CINCINNATI IS SUCH A LIVABLE CITY, why should the Board and the city government force future employees to live in it?

Forced residency is not advisable. After long consideration, CFT has concluded emphatically that any practical political and economic benefits are far outweighed by poor morale among teachers.

The residency roundup is quite oppressive. The Board has agreed to give preference to prospective employees who live in or agree to move into the city. It can't require residency because of CFT's contract, but it has announced its intent to make required residency a demand in 1980 negotiations.

The city meanwhile is requiring residency again (as it did in the 1940's) despite employee contracts to the contrary. The firefighters are seeking court action to uphold their contract. Through my initiation, the Public Employee committee of the AFL-CIO Labor Council is seeking legislation making residency optional. (California has such a law.)

Chicago City College has given present employees until July, 1980, to move into the city or face summary dismissal. Current employees will not be promoted unless they agree to move within six months. All future employees must live within the city limits.

Also in Chicago last year, the late Mayor Daley decided to enforce a long ignored residency rule by demanding that all employees move into the city by August 1 or resign. Apparently they did one or the other since there has been little commotion about it.

AT THE JUNE 7 SUPERINTENDENT'S CABINET MEETING which included recognized organization reps along with staff hierarchy, topics included junk food sales, regular and summer pay inequities and closing day of school. I argued that nutritional need far outweighed freedom of choice and commercial concerns, suggested banning junk food sales in schools during lunch and carefully screening and controlling them at other times.

I gave Glenview as a blatant example of discrimination practices in regular and summer school pay. On the school closing day, I debated the superintendent that local school option should prevail as it did this year. Next year's procedure has been assigned to a committee, however, which was to have had teacher representation.

(Guidelines for next year's closing have not yet been released. Rumor has it that the administration will try to cut back vocational teachers' daily rates to flat hourly rates.)

THE BOARD'S ADMINISTRATION NEITHER REQUIRES NOR ATTEMPTS STAFF OR STUDENT RACIAL BALANCE in summer school, yet balance of either or both could be achieved painlessly there. Some school principals are conscious of balance, others oblivious.

THERE IS ABSOLUTELY NO RULE OR REGULATION WHICH WOULD FORCE PEOPLE who teach physical education to also coach in some particular sports area. It is, in fact, the truth that the state of Ohio requires no certification at all for coaching in a sport.

AFTER WAYNE ROBEY, CFT VICE-PRESIDENT SPOKE AGAINST REDUCING PSYCHOLOGISTS at a Board meeting, one wrote him a "thank you" note: "...the Cincinnati Board of Education ruled in favor of my grievance, and recommended that I be re-employed as a psychologist in September... Also I would like to thank you for your concern and support of my stand on the need for adequate minority representation in the schools."

NY ED. LAW SEC. 2568 ALLOWS BOARDS OF EDUCATION TO REQUIRE ANY EMPLOYEE TO SUBMIT TO A MEDICAL EXAMINATION by a board doctor to determine mental or physical capacity to perform his/her duties whenever it has been recommended by the superintendent that such examination be made. Ohio to our knowledge has no such law but could use one. That would make such matters as due process all the more important, particularly, since many boards flagrantly suspend teachers without pay.

FEDERAL LAW ON REQUIRING EMPLOYERS TO "REASONABLY ACCOMMODATE" EMPLOYEES’ RELIGIOUS OBSERVANCE is finally being upheld. (CFT lost a case of this type 12 years ago.)

Attend the CFT BR workshop August 29 and 30, the Board Institute September 1 and the CFT Cocktail Party September 15.
April 5, 1977

Personnel Office  
Cincinnati Federation of Teachers  
1015 Vine Street, Room 403  
Cincinnati, Ohio 45202

Gentlemen:

We now have on file a copy of your collective bargaining agreement(s) covering teachers with the Cincinnati Teachers Association. The agreement we have on file expired December 1976.

We would appreciate your sending us the following information to complete our files:

- a copy of your current agreement
- number of employees covered 3150

Please return this form with your information in the enclosed envelope which requires no postage.

Thank you for your cooperation.

Sincerely yours,

JULIUS SHISKIN  
Commissioner