5-10-1977

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

Keywords
collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

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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 526
1015 VINE STREET
CINCINNATI, OHIO 45202
(512) 621-6699

MAY 10, 1977 to DECEMBER 31, 1979

Extended by agreement of the parties, December 31, 1979, pending negotiation of a new Contract.

Also included - Agreement pursuant to reopener became part of this Contract December 3, 1979, and

Salary Contract between the Cincinnati Board of Education and the Cincinnati Federation of Teachers, December 31, 1979 to June 30, 1982.
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RATIFIED MAY 9, 1977

IMPLEMENTED MAY 10, 1977

Henry Kasson, President, CBE

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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:

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Mike Behr, Stowe
Kuaana Bell, Campbell
Judson Cross, Merry
Jeff Kincaid, Crest Hills
David Hilgeford, McMillan
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Bill Schmidt, Walnut Hills
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Kenneth J. Sharp
The Lines Are Drawn

Enquirer
3/19/77
B100 BASIC LANGUAGE

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.
.0142 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
.0151 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
.0161 Upon ratification of this contract, the Federation shall have 5,000 copies of this contract printed and the Board shall pay one-half (£) 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
.0171 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
.0181 The Superintendent and the Federation president shall meet bi-weekly before Board meetings.

.019 BOARD MEETINGS
.0191 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
.01101 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
.021 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.

.022 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
.011 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
.021 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
.031 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
.041 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
.051 The principal shall consider the recommendation and establish a schedule.

.06 TIMES FOR ASSIGNMENT CHANGE NOTICES
.061 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
.071 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 (1) 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
.081 A teacher who does not receive the requested assignment shall receive upon request the reason in writing from the principal.

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

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

.11 ENSUING SCHOOL YEAR CHANGES
.111 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 (\(\frac{1}{2}\)) 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.

   Total Work Days   . . . . . . . . . . . . . . . . . . . .183

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

   Total School Year Days . . . . . . . . . . . . . . . . . . . . 190

.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\(\frac{1}{4}\)) 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 subpoenas.
.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 or 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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<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 Convention</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.
20

T210 TRANSFER PROCEDURES

.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:
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.

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.

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.

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.

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.

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

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

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:

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 Relations

Date ___________________________ Principal's Signature ___________________________

APPEAL SECTION:

I desire to appeal the above decision

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
.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.)
APPENDIX A

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.

INITIAL POSITION ON SALARY SCHEDULE

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:

1. 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.

2. 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.

3. 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.

4. 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 Millian pay schedule.

5. 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.

6. 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.

INCREMENTS

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 (½) 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

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.)

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 equivalent.

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</td>
</tr>
<tr>
<td></td>
<td>(To be determined)</td>
<td>adopted by the Board of Education</td>
</tr>
<tr>
<td>200 days</td>
<td>15 school days*</td>
<td>Same as for 190 days, plus ten (10)</td>
</tr>
<tr>
<td></td>
<td>(To be determined)</td>
<td>additional days as assigned</td>
</tr>
<tr>
<td>210 days</td>
<td>15 school days*</td>
<td>Same as for 190 days, plus twenty (20)</td>
</tr>
<tr>
<td></td>
<td>(To be determined)</td>
<td>additional days assigned</td>
</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 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>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>$ 9,511</td>
<td>$ 9,665</td>
<td>$10,577</td>
<td>$10,942</td>
<td>$11,965</td>
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<td>11,413</td>
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<td>10,606</td>
<td>11,518</td>
<td>11,884</td>
<td>12,907</td>
</tr>
<tr>
<td>3</td>
<td>11,157</td>
<td>11,309</td>
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<td>12,588</td>
<td>13,610</td>
</tr>
<tr>
<td>4</td>
<td>11,627</td>
<td>11,780</td>
<td>12,724</td>
<td>13,090</td>
<td>14,113</td>
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<td>5</td>
<td>12,098</td>
<td>12,251</td>
<td>13,195</td>
<td>13,561</td>
<td>14,583</td>
</tr>
<tr>
<td>6 ***</td>
<td>12,801</td>
<td>12,954</td>
<td>13,898</td>
<td>14,264</td>
<td>15,287</td>
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<td>7</td>
<td>13,272</td>
<td>13,425</td>
<td>14,368</td>
<td>14,735</td>
<td>15,758</td>
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<tr>
<td>8</td>
<td>13,743</td>
<td>13,896</td>
<td>14,872</td>
<td>15,238</td>
<td>16,260</td>
</tr>
<tr>
<td>9</td>
<td>14,214</td>
<td>14,366</td>
<td>15,342</td>
<td>15,708</td>
<td>16,731</td>
</tr>
<tr>
<td>10 ③(④)</td>
<td>14,684</td>
<td>14,837</td>
<td>15,813</td>
<td>16,179</td>
<td>17,202</td>
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<tr>
<td>11</td>
<td>15,155</td>
<td>15,307</td>
<td>16,284</td>
<td>16,649</td>
<td>17,672</td>
</tr>
<tr>
<td>12</td>
<td>15,625</td>
<td>15,889</td>
<td>17,007</td>
<td>17,317</td>
<td>18,340</td>
</tr>
<tr>
<td>17 #</td>
<td>16,182</td>
<td>16,446</td>
<td>17,563</td>
<td>17,875</td>
<td>18,898</td>
</tr>
<tr>
<td>22 #</td>
<td>16,635</td>
<td>16,897</td>
<td>18,126</td>
<td>18,437</td>
<td>19,459</td>
</tr>
</tbody>
</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.
③ Maximum entering salary based on prior teaching experience.
④ Maximum entering salary based on a combination of prior teaching experience and up to six (6) years of military service.
⑥ 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.
### E. SCHEDULE OF ATHLETIC ACTIVITIES AND AMOUNT PER ACTIVITY FOR WHICH COACHES MAY BE COMPENSATED*

*(Effective August 1, 1977)*

<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 /1</td>
</tr>
<tr>
<td>Head Varsity Football Coach</td>
<td>1,701 /2</td>
</tr>
<tr>
<td>Assistant Varsity Football Coach</td>
<td>1,242 /2</td>
</tr>
<tr>
<td>Reserve Football Coach</td>
<td>917 /2</td>
</tr>
<tr>
<td>Varsity Basketball Coach</td>
<td>1,433 /3</td>
</tr>
<tr>
<td>Reserve Basketball Coach</td>
<td>865 /3</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 /3</td>
</tr>
<tr>
<td>Varsity Gymnastics Coach</td>
<td>723 /3</td>
</tr>
<tr>
<td>Varsity Baseball Coach</td>
<td>633 /3</td>
</tr>
<tr>
<td>Varsity Track Coach</td>
<td>633 /3</td>
</tr>
<tr>
<td>Varsity Swimming Coach</td>
<td>605 /3</td>
</tr>
<tr>
<td>Varsity Soccer Coach</td>
<td>605 /2</td>
</tr>
<tr>
<td>Varsity Volleyball Coach</td>
<td>605 /2</td>
</tr>
<tr>
<td>Varsity Cross-Country Coach</td>
<td>387 /2</td>
</tr>
<tr>
<td>Varsity Tennis Coach</td>
<td>300 /2 /3</td>
</tr>
<tr>
<td>Varsity Golf Coach</td>
<td>273 /2</td>
</tr>
<tr>
<td>Softball Coach</td>
<td>525 /3</td>
</tr>
<tr>
<td><strong>Junior High</strong></td>
<td></td>
</tr>
<tr>
<td>Head Football Coach</td>
<td>917 /2</td>
</tr>
<tr>
<td>Football Coach</td>
<td>594 /2</td>
</tr>
<tr>
<td>Head Basketball Coach</td>
<td>636 /3</td>
</tr>
<tr>
<td>Intramurals Coach</td>
<td>553</td>
</tr>
<tr>
<td>Head Gymnastics Coach</td>
<td>331 /3</td>
</tr>
<tr>
<td>Head Track Coach</td>
<td>331 /3</td>
</tr>
<tr>
<td>Head Cross-Country Coach</td>
<td>253 /2</td>
</tr>
<tr>
<td>Basketball Coach (Girls)</td>
<td>331 /2</td>
</tr>
<tr>
<td>Softball Coach</td>
<td>331 /3</td>
</tr>
<tr>
<td>Volleyball Coach</td>
<td>253 /2</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>$ 832 /1</td>
</tr>
<tr>
<td>Band Director</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>
<tr>
<td><strong>Junior High</strong></td>
<td></td>
</tr>
<tr>
<td>Band Director</td>
<td>40</td>
</tr>
<tr>
<td>Choral Director</td>
<td>30</td>
</tr>
<tr>
<td>Newspaper Advisor</td>
<td>40 /4</td>
</tr>
<tr>
<td>Orchestra Director</td>
<td>25</td>
</tr>
<tr>
<td>Producer/Director of Annual Show</td>
<td>20</td>
</tr>
<tr>
<td>Student Council</td>
<td>15</td>
</tr>
<tr>
<td>Visual Aids</td>
<td>40</td>
</tr>
<tr>
<td><strong>Elementary</strong></td>
<td></td>
</tr>
<tr>
<td>Choral Director</td>
<td>50</td>
</tr>
<tr>
<td>Extended Physical Education</td>
<td>70</td>
</tr>
<tr>
<td>Safety Patrol Sponsor</td>
<td>40</td>
</tr>
</tbody>
</table>

* 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>Substitute Teachers /a</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>Extended Employment</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>Summer School</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>Stowe and McMillan Centers</td>
<td>Daily</td>
<td>72.00 - 74.55 /d</td>
</tr>
<tr>
<td>Special Assignment</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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The Board of Education of the Cincinnati School District and The Cincinnati Federation of Teachers enter into the following contract covering economic matters.

1. At the conclusion of the first full pay period in January, 1980, a single pay period wage increase of 49.7% of a teacher's 15-day salary based on the wage rate on December 21, 1979 shall be paid. Employee status changes during this pay period resulting in eligibility for sick leave conversion and vacation pay upon termination shall be based on the preceding pay period.

2. Effective as of the first full pay period following April 6, 1980, a wage increase of 5% of the wage rate on March 31, 1980 shall be paid in strict accordance with Appendix A [levy fails] or Appendix B [levy passes] (attached).

3. If a 6 mill tax levy is approved by the electorate in March, 1980 or at any subsequent date in 1980, a wage increase of 10% of the wage rate on December 21, 1979 shall be paid effective as of the first full pay period in January, 1980 in strict accordance with Appendix C (attached). Paragraph 1 shall not be recalculated as a result of Paragraph 3 increases.
If such 6 mill tax levy is not approved by the electorate, but if on or before December 31, 1980, additional operating revenues of the District's general fund for 1980 school district operations in excess of $97 million are identified by the School District ("additional operating revenues"), a wage increase of 1/2% of the wage rate on December 21, 1979 for each $350,000 above $97 million up to a maximum of 4% shall be paid in a single pay period increase(s) in the following manner: additional operating revenues identified by March 31, 1980 shall be paid in 1/2% increments in the first pay period in April, 1980; additional operating revenues identified by August 31, 1980 shall be paid in 1/2% increments in the first pay period in September, 1980; additional operating revenues identified by December 31, 1980 shall be paid in 1/2% increments no later than the second pay period in January, 1981. "Identified" means that the District has received an amended official certificate of estimated resources from the Hamilton County Budget Commission or has actually received the money, whichever occurs first. However, no more than 10% shall be paid by application of paragraph 3 through any combination of tax levy proceeds and additional operating revenues.

4(a) At the conclusion of the first full pay period in January, 1981, a single pay period wage increase of 88.67% of a teacher's 15-day salary based on the wage rate on December 21, 1979 shall be paid. Employee status changes during this pay period resulting in eligibility for sick leave conversion and vacation pay upon termination shall be based on the preceding pay period.
4(b) Effective as of the first full pay period following March 15, 1981, a wage increase of 22.5% of the wage rate in May, 1980 shall be paid from which the 10% wage increase referred to in paragraph 3 above shall be subtracted, if said levy had been approved by the electorate, all in strict accordance with Appendix D [levy fails] or Appendix E [levy passes](attached).

5. Effective as of the first full pay period in January, 1982, a wage increase of 7% of the wage rate in April, 1981 shall be paid in strict accordance with Appendix F [levy fails] or Appendix G [levy passes](attached).

6. Any state-mandated salary increase shall be part of, and shall not be in addition to, any salary increase resulting from the application of this Article.

7. It is understood that the Resolution of Intent to Grant Salary Improvement to Employees adopted on December 26, 1978 shall be rescinded by the Board as a part of this contract.

8. This contract shall be effective from December 31, 1979 until June 30, 1982; provided that, if the certification requirements set forth in Section 5705.412 O.R.C. have not been extended to include a third calendar year, either party may re-open this contract on December 1, 1981 to negotiate economic matters only to be effective no earlier than January 1, 1983, such negotiations to conclude no later than December 31, 1981. Any economic improvements granted during this 31 day reopener period shall result in an extension of the contract 12 months after the effective date of the last improvement granted as a result of the negotiations during such reopener period.
9. There shall be no less than seventy (70) school days, paid holidays, and/or paid record keeping and staff meeting days between the opening of school and December 31, 1980. Schools shall open no later than September 15, 1980.

The first pay period of the school year shall be a ten (10)-day pay period.

For teachers, the last full pay period in 1980 shall be thirty (30) work days. The check for such 30 work days shall be delivered by January 5, 1981.

For other school year employees, the last full pay period in 1980 shall be no more than twenty (20) days. The check for such days shall be delivered by January 5, 1981.

10. With respect to non-economic matters, the parties shall negotiate on non-economic matters beginning January 1, 1980.

The Contract which expires on December 31, 1979, shall be extended on a day-to-day basis unless either party gives 5 days written notice to the other party of its intent to terminate the Contract, either in whole or in part, in which case the Contract shall terminate, either in whole or in part, at the expiration of such 5 days.

Dated this 31st day of December, 1979.

Board of Education for
The Cincinnati School District

By: ____________________________
Mary Schooss, President

Gerald L. Varland, Associate Director Office of Information

Cincinnati Federation of Teachers

By: ____________________________
Tom Moore

Wayne Shears

Robert Lee

Betty D. Ewens
Paragraph 3 concerning "additional operating revenues" in 1980 which are to be paid to employees is amended as follows: The parties guarantee that up to the first $ One Million of additional operating revenues received by the School District shall be reimbursed to the City of Cincinnati, provided that the City of Cincinnati had previously provided such revenues to the School District pursuant to its motion of December 31, 1979 with the School District no longer obligated to pay to employees any revenues which otherwise would have been received as a result of said motion. As soon as the School District has identified the first one million of additional operating revenues from sources other than the City of Cincinnati, it is understood that the School District will not enter into a leasing agreement with the City of Cincinnati pursuant to its said motion. Additional operating revenues resulting from said motion shall be paid in a single pay period increase in the first full pay period in January, 1980 rather than in the first full pay period in April, 1980.
DECEMBER 3, 1979

Mr. Tom Mooney
President
Cincinnati Federation of Teachers
1015 Vine Street
Cincinnati, OH 45202

Dear Mr. Mooney:

This letter confirms our understanding that the board will establish, effective during the 1979-80 school year only, a system-wide teacher-pupil ratio of a minimum of 45 teachers, including educational service personnel, per 1000 regular program pupils based on an average daily membership (1/2 kindergarten membership and membership in grades 1 through 12 in regular programs, all as defined in Section 3317.02, et seq. of the Ohio Revised Code) as of the first full school week in October 1979. This commitment will expire as of June 30, 1980.

Very truly yours,

Mary T. Schloss
President

STAFFING REQUIREMENTS

The Board and the Federation recognize that pupil-teacher ratios and pupil-specialist ratios are important aspects of an effective educational program. Board policies 6151 and 6151.3 shall be incorporated herein by reference and shall not be amended by the Board until the Superintendent or his designee notifies the Federation 30 days prior to the effective date of the proposed amendment. At the Federation's request, the Superintendent or his designee shall schedule a meeting(s) within 5 days with the Federation to discuss the proposed amendment and to consider any alternatives offered by the Federation. Following such meetings, if the Federation remains dissatisfied with the proposed amendment, it may submit a written report to the Board five (5) days before the effective date of the proposed amendment raising any objections. The Board shall consider this report before adopting an amendment to Board Policies 6151 and 6151.3. Days are calendar days.

Concerns about the interpretation or application of the Board's policies on staffing shall immediately be brought by the Federation to the attention of the Superintendent for his review and disposition.

INSTRUCTION

System-wide and Building Staff Requirements

1. It is recognized by the Board of Education that pupil-teacher ratios and pupil-specialists ratios are important aspects of an effective educational program.
2. (a) The Board shall establish, effective during the 1979-80 school year, a system-wide teacher-pupil ratio of a minimum of 45 teachers, including educational service personnel, per 1000 regular program pupils based on average daily membership (1/2 kindergarten membership and membership in grades 1 through 12 in regular programs, all as defined in Section 3317.02, et seq. of the Ohio Revised Code) as of the first full school week in October, 1975.

(b) In addition, the following maximum ratios of pupils to teachers shall be used for the allocation of teaching staff to each school for basic programs for each of the grade level groups referred to below based upon membership in such level as defined in paragraph 2 (a) above taking into consideration projected variances in annualized student membership. Such allocations do not include teachers of special programs or educational service personnel* who are assigned in addition to the teachers assigned by virtue of these ratios.

<table>
<thead>
<tr>
<th>Grade Level</th>
<th>Ratio</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kindergarten/Primary</td>
<td>29/1</td>
</tr>
<tr>
<td>Intermediate (406)</td>
<td>30/1</td>
</tr>
<tr>
<td>Junior High (7-9)</td>
<td>29/1</td>
</tr>
<tr>
<td>Senior High (10-12)</td>
<td>30/1</td>
</tr>
</tbody>
</table>

3. Exceptions will be permitted if they have the written approval of the Superintendent and are reported in writing to the Board.

*The following are considered teachers of special programs or educational service personnel: Special Education, Vocational Education, teacher librarian, basic skills teachers, DPPF, ESEA, visiting teacher, librarian, counselor, nurse, head teacher and athletic director.

Board Proposal
11/8/79

STOWE AND MCMILLAN TEACHERS

Effective November 28, 1979, Stowe and McMillan teachers will be transferred from Salary Schedule G to Salary Schedule C. Placement on Salary Schedule C will be determined by (a) application of SFG501 and (b) teaching experience subsequent to the date of most recent employment as a teacher at Stowe or McMillan. However, if a Stowe or McMillan teacher's salary would decrease as a result of this transfer, the teacher will remain on Salary Schedule G until such time as the teacher requests, in writing, to be transferred to Salary Schedule C.

For Stowe and McMillan teachers, the following exceptions also apply:

(a) Contrary to T204.15, the teacher's day at Stowe and McMillan consists of six hours per day instructing students and/or performing other duties assigned by the principal and 1/2 hour per day for preparation and 1/2 hour per day for duty-free lunch.

(b) Contrary to T204.17, the school year will be 190 days as follows:
181 days are student session days, 7 days are paid holidays; 2 days, for McMillan teachers whose program is governed by the Board's adopted school calendar, are professional meeting days as defined in T204.173; Or 2 days, for other Stowe or McMillan teachers whose program is not governed by the Board's adopted school calendar, are in-service days as assigned by the principal.

(c) Regularly assigned teaching duties during the winter and spring recesses will be paid at the teacher's daily rate.

(d) Summer employment will be at the summer school rate on Salary Schedule G, except for teachers in the LPJ summer program who will be paid at the teacher's daily rate. Any qualified teacher in the Cincinnati Public Schools may apply; however, teachers at Stowe or McMillan shall be given preference for summer employment.

(continued)
Stowe and McMillan (continued)

(e) Contrary to T204.06, changes in assignment shall be made upon two (2) weeks' notification.

(f) T204.156 does not apply to teachers assigned to individualized learning laboratories.

T205

Add: .032 In addition to the advance of five (5) days referred to in subparagraph .031 a teacher is eligible for an advance up to an additional fifteen (15) days of sick leave in the pay period(s) in which loss of pay would otherwise occur subject to the following conditions:
   (a) Said additional advance shall be charged against sick leave the teacher subsequently accumulates;
   (b) No more than One (1) such advance shall be granted in any year from September 1 through August 31;
   (c) No more than one (1) such advance shall be granted unless the teacher has accrued sufficient sick leave to repay any additional sick leave advanced;
   (d) Any balance of advanced sick leave remaining to a teacher's credit at separation shall be deducted from the teacher's final paycheck;
   (e) Such additional advance shall be made upon the written application of the teacher accompanied by a physician's statement showing the necessity of such additional advance and the written approval of the superintendent. Approval by the superintendent shall not be unreasonably withheld.

Add: .033 The Federation shall advise teachers, both individually and collectively, as to the proper interpretation of provisions of this contract and of sections of the Ohio Revised Code relative to sick leave and as to the proper use of sick leave. The Federation shall not condone the abuse of sick leave.

SFB501 SALARIES

Add: .07 DELIVERY OF NIGHT SCHOOL PAYCHECKS
   .071 Certificated night school teachers who are also day school classroom teachers on an annual rate shall have their night school paychecks delivered to them at their day schools.

SALARY SCHEDULE G.

Add:  

<table>
<thead>
<tr>
<th>POSITION</th>
<th>PERIOD</th>
<th>SALARY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>In-Service</td>
<td>Hourly</td>
<td>$7.90 /f</td>
</tr>
</tbody>
</table>

f/ When paid in-service training is assigned, the rate for each hour of such assignment shall be $7.90, except where state or federal law establishes a lower rate. This provision does not limit the assignment of in-service training without pay.

SFB502 FRINGE BENEFITS

.0141 INDIVIDUAL COVERAGE - Basic Blue Cross, Basic Blue Shield, and Major Medical Supplementary in one (1) package. This package shall include maternity coverage for single employees.
SFB502

.08 MILEAGE REIMBURSEMENT
.081 Effective December 3, 1973, eligible teachers shall receive reimbursement at the rate of 18½¢ per mile as mileage allowance when their automobiles are used for Board business.

D. SALARY SCHEDULE FOR CERTIFICATED PERSONNEL WHO RECEIVE SALARY FOR SPECIAL ASSIGNMENTS IN ADDITION TO THE REGULAR TEACHER'S 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.

** Effective August 1, 1980, the position of coordinating teacher shall be limited to employees serving in the following assignments:

- Cooperative Office Education
- Distributive Education
- Home Economics Multi-Area Co-op
- Occupational Work Experience
- Teachers assigned to Special Programs to coordinate in-service and other staff activities.

EMERGENCY CLOSINGS

SFB502.12 In explanation of Board policy, where the superintendent has authorized the closing of school due to an emergency condition, an employee shall receive pay for such day where the employee would otherwise have been in pay status. Such pay shall not be charged to any accrued leave.

HOLIDAY PAY

SFB502.13 In explanation of Board policy, any employee absent without pay on either his next scheduled work day preceding a holiday or his next scheduled work day following a holiday shall be allowed no pay for the holiday; however, if an employee was sick and had exhausted earned sick leave, and had worked up to five (5) working days of a holiday, and reported to work within five (5) working days after the holiday, the employee upon approval by the Board shall be allowed pay for the holiday.
SFB501 SALARIES

.06 PAY PERIODS

.061 The first paycheck of the school year shall be available in the schools within fifteen (15) working days after the opening of school. Teachers have the option of choosing one (1) of the following pay plans:

.0611 PLAN A - Nineteen (19) checks; each check issued on a regular basis during a twelve (12) - month period and each check for a ten (10)-day period; or

.0612 PLAN B - Nineteen (19) checks; each check issued after each of nineteen (19) ten (10)-day pay periods, the opening of school through June.

This pay plan shall be effective January 7, 1980.
E. SCHEDULE OF EXTRACURRICULAR ACTIVITIES AND AMOUNT PER POSITION FOR WHICH EMPLOYEES MAY BE COMPENSATED*  
(Effective for Supplemental Contracts Executed After December 3, 1979)

<table>
<thead>
<tr>
<th>Position</th>
<th>Amount Per Employee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior High</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>Reserve Volleyball Coach</td>
<td>370</td>
</tr>
<tr>
<td>Varsity Cross-County 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>Cheerleader Coach</td>
<td>250</td>
</tr>
<tr>
<td>Band Director</td>
<td>832</td>
</tr>
<tr>
<td>Choral Director</td>
<td>478</td>
</tr>
<tr>
<td>Activities Coordinator</td>
<td>478</td>
</tr>
<tr>
<td>Drill Team</td>
<td>478</td>
</tr>
<tr>
<td>Debate</td>
<td>160</td>
</tr>
<tr>
<td>Dramatics</td>
<td>199</td>
</tr>
<tr>
<td>Newspaper Advisor</td>
<td>478</td>
</tr>
<tr>
<td>Orchestra Director</td>
<td>279</td>
</tr>
<tr>
<td>Producer/Director of Annual Show</td>
<td>199</td>
</tr>
<tr>
<td>Yearbook Advisor</td>
<td>478</td>
</tr>
<tr>
<td>Student Council</td>
<td>120</td>
</tr>
<tr>
<td>Visual Aids</td>
<td>319</td>
</tr>
<tr>
<td>Stage Manager</td>
<td>597</td>
</tr>
<tr>
<td>Club Advisors (maximum of $100 per club)</td>
<td>1,500</td>
</tr>
<tr>
<td>Class Advisors:</td>
<td></td>
</tr>
<tr>
<td>12th Grade</td>
<td>200</td>
</tr>
<tr>
<td>11th Grade</td>
<td>200</td>
</tr>
<tr>
<td>10th Grade</td>
<td>200</td>
</tr>
<tr>
<td>9th Grade</td>
<td>200</td>
</tr>
</tbody>
</table>

*Maximum Amount
E. Schedule of Extracurricular Activities and Amount per Position for Which Employees may be Compensated*

<table>
<thead>
<tr>
<th>Position</th>
<th>Amount Per Employee</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Junior High</strong></td>
<td></td>
</tr>
<tr>
<td>Head Football Coach</td>
<td>917 /2</td>
</tr>
<tr>
<td>Football Coach</td>
<td>554 /2</td>
</tr>
<tr>
<td>Head Basketball Coach</td>
<td>636 /3 Maximum Amount</td>
</tr>
<tr>
<td>Intramurals Coach</td>
<td>583 /3</td>
</tr>
<tr>
<td>Head Gymnastics Coach</td>
<td>331 /3</td>
</tr>
<tr>
<td>Head Track Coach</td>
<td>331 /3</td>
</tr>
<tr>
<td>Head Cross Country Coach</td>
<td>253 /2</td>
</tr>
<tr>
<td>Softball Coach</td>
<td>331 /3</td>
</tr>
<tr>
<td>Soccer Coach</td>
<td>331 /3</td>
</tr>
<tr>
<td>Baseball Coach</td>
<td>331 /3</td>
</tr>
<tr>
<td>Volleyball Coach</td>
<td>253 /2</td>
</tr>
<tr>
<td>Cheerleader Coach</td>
<td>150 /2 /3</td>
</tr>
<tr>
<td>Specialized Sports Coaches for Alternative and General Programs (Maximum of $200 per coach)</td>
<td>600 Maximum Amount</td>
</tr>
<tr>
<td>Band Director</td>
<td>160</td>
</tr>
<tr>
<td>Choral Director</td>
<td>120</td>
</tr>
<tr>
<td>Activities Coordinator</td>
<td>160</td>
</tr>
<tr>
<td>Drill Team</td>
<td>120</td>
</tr>
<tr>
<td>Newspaper Advisor</td>
<td>160 /7</td>
</tr>
<tr>
<td>Orchestra Director</td>
<td>100</td>
</tr>
<tr>
<td>Producer/Director of Annual Show</td>
<td>80</td>
</tr>
<tr>
<td>Student Council</td>
<td>60</td>
</tr>
<tr>
<td>Visual Aids</td>
<td>160</td>
</tr>
<tr>
<td>Club Advisors (Maximum of $100 per club)</td>
<td>1,000 Maximum Amount</td>
</tr>
<tr>
<td>Class Advisors:</td>
<td></td>
</tr>
<tr>
<td>9th Grade</td>
<td>200 Maximum Amount</td>
</tr>
<tr>
<td>8th Grade</td>
<td>100 Maximum Amount</td>
</tr>
<tr>
<td>7th Grade</td>
<td>100 Maximum Amount</td>
</tr>
<tr>
<td><strong>Elementary</strong></td>
<td></td>
</tr>
<tr>
<td>Choral Director</td>
<td>199</td>
</tr>
<tr>
<td>Extended Physical Education</td>
<td>279</td>
</tr>
<tr>
<td>Safety Patrol Sponsor</td>
<td>160</td>
</tr>
<tr>
<td>Camp Joy Chaperone</td>
<td>50</td>
</tr>
<tr>
<td>Club Advisors (Maximum of $100 per club)</td>
<td>400 Maximum Amount</td>
</tr>
<tr>
<td>Intramurals Coach</td>
<td>279 Maximum Amount</td>
</tr>
</tbody>
</table>

*A. The following criteria are applicable where an employee is to receive additional 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, and (b) the assignment must be performed either before or after the regular school day. This schedule does not restrict the use of an unassigned period(s) for an activity which requires time during the regular school day.*
E. Schedule of Extracurricular Activities and Amount per Position for Which Employees may be Compensated

B. An amount shown for a particular position may be used, in whole or in part, to provide funds for additional employees in any position.

C. If a principal declares a vacancy in any position, the principal shall post the vacancy in the building for five (5) working days during which time a teacher may indicate his/her preference for such position. If a vacancy is not filled by a teacher in the building, the principal may declare a vacancy system-wide and, if so, shall distribute a notice of vacancy to each school and consider any applications received within ten (10) working days of the date of distribution. The principal shall consider all teachers who have indicated their preference before making the assignment. In making the selection, the principal's consideration shall include a teacher's training, experience, individual qualifications and seniority, and the number of other extracurricular activities to which a teacher is currently assigned. However, if a position must be filled before the above procedure can be completed, the principal may temporarily assign a teacher to fill the position on a temporary basis until the procedure has been completed. The principal shall announce the names of those teachers awarded supplemental contracts within five (5) days of selection. The above procedure shall not apply to the selection of teachers to fill the positions of Athletic Director, Head Varsity Football Coach, and Head Varsity Basketball Coach, where a separate selection procedure exists.

D. Supplemental contracts specifying the amount of compensation shall be issued to all teachers who are assigned to positions under Schedule E prior to the time of supplemental employment or as soon thereafter as possible. Where a supplemental contract has not been issued to a teacher assigned to an extra-curricular position prior to the time of supplemental employment, the principal shall provide the teacher with written confirmation of his/her assignment and of the compensation that he/she is to receive.

E. An employee(s) in a position which is not designated "Maximum Amount" may be compensated at one-half (1/2) the stated rate. Positions designated "Maximum Amount" permit the Board to staff such positions at an amount less than the maximum shown. The listing of an amount by any position, whether designated "Maximum Amount" or not, does not require the Board to staff such position with one or more employees.

F. Payment shall be made during the pay period following completion of the supplemental employment or as soon thereafter as possible.

/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.
E. Schedule of Extracurricular Activities and Amount per Position for Which Employees may be Compensated

<table>
<thead>
<tr>
<th>#</th>
<th>Amount specified includes</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>14</td>
<td></td>
<td>pay for necessary practices before the regular school year and assistance with the annual show.</td>
</tr>
<tr>
<td>15</td>
<td></td>
<td>time to assist with the annual show.</td>
</tr>
<tr>
<td>16</td>
<td></td>
<td>time to direct a minimum of two productions during the school year and to assist with the annual show.</td>
</tr>
<tr>
<td>17</td>
<td></td>
<td>time to publish a minimum of four issues.</td>
</tr>
</tbody>
</table>

SFB502.15 CONFERENCE EXPENSES

Effective December 3, 1979, if the Board requires an overnight stay for a job related conference, eligible teachers shall receive reimbursement for lodging, (up to $25.00 per night) and for meals (up to $10.00 per day) unless the conference Is a requirement for obtaining or keeping a teaching certificate.

"Policies and practices of the Board and the administration are not a part of this contract and may be adopted, revised, amended, suspended or rescinded at the discretion of the Board and the administration."

14
This report is authorized by law 29 U.S.C. 2. Your voluntary cooperation is needed to make the results of this survey comprehensive, accurate, and timely.

830193

MAY 28, 1980

LABOR RELATIONS OFFICE
AMERICAN FEDERATION OF TEACHERS
LOCAL 1520
1015 VINE STREET
CINCINNATI, OH. 45202

PREVIOUS AGREEMENT EXPIRED
DECEMBER 31, 1979

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

CINCINNATI OH BD OF EDUC TEACHERS

WITH TEACHERS

OHIO

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

JANET L. NORWOOD
Commissioner

PLEASE RETURN THIS LETTER WITH YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved 3,500

2. Number and location of establishments covered by agreement (i) 230 EAST NINTH ST.
CINCINNATI, OHIO 45202

3. Product, service, or type of business EDUCATION

4. If your agreement has been extended, indicate new expiration date EXTENDED ON DAY-TO-DAY BASIS.

Bob Smith
TREASURER

(513) 621-6789

1015 VINE STREET *526
CINCINNATI, OHIO 45202

BLS 2452 (Rev. January 1980)