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THE MASTER AGREEMENT

BETWEEN

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THE BOARD OF EDUCATION
CINCINNATI SCHOOL DISTRICT
CITY OF CINCINNATI

12/76

Plus 1/76



AND

THE CINCINNATI TEACHERS ASSOCIATION

An Affiliate of
The Ohio and National Education Association
OEA - NEA

12/76

THE BOARD OF EDUCATION - CINCINNATI PUBLIC SCHOOLS

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THE MASTER AGREEMENT

BETWEEN

THE BOARD OF EDUCATION OF THE CINCINNATI SCHOOL DISTRICT

OF THE CITY OF CINCINNATI

AND THE

CINCINNATI TEACHERS ASSOCIATION

INTRODUCTION

In this Master Agreement, the word Board shall mean, where applicable, the Cincinnati Board of Education or the appropriate administrative officer, and the CTA shall mean officers of the Cincinnati Teachers Association or representatives designated by the CTA.

ARTICLE I

RECOGNITION AND FAIR PRACTICES

Section 1 -- Recognition

The Board recognizes the CTA as the sole and exclusive representative of all teachers employed by the Board, 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, teacher-librarians, librarians, administrative interns, psychologist interns, visiting teachers, examiners, coordinating teachers, school nurses, and counselors; but excluding pre-school instructors, daily rate substitutes, and other daily and hourly rate teachers, psychologists, psychiatric social workers, lunch-room 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, 1974, through December 31, 1976.

Said three (3) year period shall preclude the filing of an election petition by any other employee group earlier than October 1, 1976, or no later than October 31, 1976. If an election petition signed by forty per cent (40%) of the teachers is filed during the thirty (30) day "open period," the Board shall, upon Board verification of petitions, cause an election to be directed before the winter recess in December 1976. If no petition is so filed, the Board shall continue to recognize the incumbent teachers' organization for an additional three (3) year period (January 1, 1977 through December 31, 1979). 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.

Information, statistics, and records reasonably necessary for the proper enforcement of the terms of this Agreement, shall be made available by the Board to the CTA upon its request.

No person or persons represented by the bargaining agent shall bargain individually or collectively with the Board concerning any terms or provisions of this Agreement except through authorized representatives of the CTA.

Section 2 -- Rights

As a result of the January 8, 1974 representational election, the CTA not only has the sole and exclusive right to represent the members of the bargaining unit, but also has the sole right and obligation to administer this Agreement. The Board shall not recognize, shall not in any regard accord official representative status to and shall not administer the terms and conditions of this Master Agreement with any other teacher organization competitive with CTA. All portions of this Master Agreement shall be interpreted in accord with this paragraph.

CTA shall have the right to insert organizational materials in teachers' mailboxes.

CTA shall have the privilege of display of organizational materials in each owned and rented public school facility.

CTA shall have the exclusive organizational right to participate in the initial system-wide and geographical area orientation of new teachers.

CTA shall have the exclusive organizational right to the names and addresses of newly employed members of the bargaining unit following Board approval of their contracts.

CTA shall have the right to use the inter-school mail service.

CTA shall be consulted whenever possible prior to the implementation of specialized programs, and shall share in the evaluation of such programs prior to official, public release.

CTA shall have a seat and the right to speak at all public meetings of the Board of Education

The Board shall cooperate with the CTA in collecting the necessary information from all certificated personnel by the end of the second week in September so that the CTA shall produce the Personnel Directory.

The Board agrees that it will not discriminate against any teacher because of membership in the CTA or as a result of negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement.

Members of the bargaining unit shall have the privilege of payroll deduction of organizational dues for the CTA and the organizations with which CTA is affiliated and which are affiliated with the CTA.

Section 3 -- Privilege of Office

The CTA, through its authorized representatives, shall be permitted to transact official CTA business on school property at all reasonable times.

Upon written request by the CTA, its President and/or its designee may take a leave of absence without pay to conduct CTA business. Upon return to service, he shall be placed in the same assignment, if it exists, or a similar one in the same building with all accrued benefits and increments permitted by the Ohio Revised Code.

The CTA shall receive copies of documents and any other information deemed appropriate by the Superintendent, consistent with past practice, at the same time such documents are distributed to the Board.

Upon employment, all teachers new to the system shall receive a copy of this Agreement from Staff Personnel Branch.

Section 4 -- Building Representatives

The CTA Representative(s) in each local unit shall have an existing bulletin board, or part of one, which is accessible to most teachers, for CTA materials.

The CTA Representative(s) shall be given time at each faculty meeting for announcements.

The CTA building representative or his designee shall have the exclusive responsibility for posting and removing CTA notices.

Section 5 -- Communication

The Board and CTA shall meet at least monthly during the year to discuss current school problems and procedures of this Agreement in an effort to maintain effective communication.

Section 6 -- Faculty Advisory Committee

There shall be a Faculty Advisory Committee established in each school.

CTA shall have representatives on the Faculty Advisory Committee in a ratio of one (1) CTA representative for each twenty (20) teachers, or fraction thereof; provided that in each school CTA shall be entitled to a minimum of two (2) CTA representatives.

The Faculty Advisory Committee shall meet at least once a month to discuss matters of common interest in the school, such as but not limited to scheduling the teachers' preparation period, maintenance, supplies, and proceeds from soft drink and candy machines. A schedule of regular meetings shall be established and agenda of matters to be

considered at the regular meetings shall be distributed to the building staff at least twenty-four (24) hours before any regular meeting.

Special meetings may be scheduled when necessary.

Minutes of all meetings shall be kept and made available to the building staff.

No other structure shall be established by the Administration to supersede or parallel the Faculty Advisory Committee.

ARTICLE II

CONTRACTUAL ASSIGNMENTS

Section 1 -- Teaching Assignments

A change in assignment shall be defined as a change in a teacher's level and/or subject area within a building or unit.

A teacher shall be assigned classes according to his 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. Teachers' requests as determined thereby shall be honored according to Section 2 of this article.

Assignment vacancies which occur after teachers' preferences have been indicated shall be made available to teachers currently assigned to the building or unit before teachers outside the building or unit will be considered.

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, except where conditions render such notice impossible in which case notice shall be given as soon as possible.

Section 2 -- Assignment Procedures

When assignment openings occur, teacher requests for a change in assignment within a building or unit shall be considered based upon training, recent experience, and individual qualifications. When more than one (1) teacher applies for the same opening and there are no justifiable differences in training, recent experience, or individual qualifications, seniority shall control the choice.

A teacher who does not receive the requested assignment may request the reason in writing from the principal.

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 assignment by July 15. Changes between July 15 and the first day of school should be communicated to the teacher at his summer address, and shall be consistent with the provisions of the Agreement and the Ohio Revised Code.

Section 3 -- Seniority

Seniority shall be defined in priority as follows:

- (a) Total number of continuous contractual years in the Cincinnati Public Schools, including any period of approved leave.
- (b) Total number of years in the school building of current placement.
- (c) Total number of years in the assigned subject area and/or level.
- (d) Total number of years of teaching experience.

Section 4 -- Individual Contract

The CTA will be involved in any revisions of the wording of either the individual regular or supplemental contract.

Section 5 -- Stowe and McMillan Teachers

- (a) Teachers employed for at least six hundred (600) hours per year shall accrue seniority on the same basis as regular classroom teachers;
- (b) 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 (1/2) year seniority per school year.

ARTICLE III

TEACHER TRANSFERS

Section 1 -- Definitions

A transfer is the changing of a teacher's placement to another building or unit and does not include a change in a teacher's assignment within a school.

A teacher initiated transfer is one that a teacher requests for change to another building or unit.

An administrative transfer is a Board initiated change to another building or unit.

A vacancy shall be defined for purposes of this Agreement as a situation where a position, previously held by a teacher, is designated to be filled by the Board, or when a new position is created.

Section 2 -- Teaching Staff Balance

Guidelines for Voluntary and Mandatory Teacher Transfers to Achieve Staff Racial Balance, issued by the Superintendent in February 1974, shall take precedence over all the transfer procedures. Such guidelines may be amended after consultation with the CTA.

Section 3 -- Teacher-Initiated Transfers

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 teacher is consistent with the balancing of the staff.

If more than one (1) teacher requests a transfer to a specific building or unit, and there are no justifiable differences in training, recent experience, or individual qualifications, and the transfer is consistent with the balancing of staff, seniority as defined in Article II, Section 3 shall control the choice.

Applicants shall be supplied by the Staff Personnel Branch with written notice either confirming or denying the transfer request. If the latter, specific reasons for not granting the transfer shall be given.

For the purpose of teacher-initiated transfers, new teachers employed during the school year shall be considered as temporary placements until the close of the school year.

Preferential treatment for regular placement shall be given to teachers having written requests for transfers on file. Requests to transfer that are submitted to the Staff Personnel Branch by April 1 of each year shall receive first priority. The responsibility of submitting the request is that of the teacher.

After May 1, teachers who have not submitted transfer requests may contact the Staff Personnel Branch in order to obtain information about vacancies for the ensuing school year. Requests submitted to the Staff Personnel Branch at this time will be considered after the April 1 requests.

Section 4 -- Administrative Transfers

The Superintendent has the legal authority to transfer teachers.

A teacher receiving an administrative transfer shall be informed, in writing, with the reasons delineated by the Branch of Staff Personnel.

During the school year, a teacher who has regular placement and is transferred for reasons other than performance and staff balance, shall be offered a choice of existing vacancies for which he is certificated. If more than one (1) teacher is to be administratively transferred from a school during the school year, for reasons other than performance and staff balance, seniority as defined in Article II, Section 3 shall control the choice.

Other than during the school year, a teacher who has regular placement and is transferred for reasons other than performance and staff balance, may express preferences and be considered for all existing vacancies for which he is qualified by reason of training, recent experience, and individual qualifications.

A teacher notified of an administrative transfer may request a conference with Staff Personnel Branch within fifteen (15) days of written notification. This meeting shall take place within five (5) days after the request for conference. The teacher concerned shall have the right to CTA representation.

A teacher administratively transferred shall be given a position for which he is certified. He is entitled to specific help in the new position from both administration and supervision.

ARTICLE IV

TEACHER RIGHTS

Section 1 -- New Teachers

It shall be the responsibility of the entire staff to provide special consideration to new teachers.

A new teacher shall attend the orientation meetings prior to the regular school year, unless excused by the Coordinator of Staff Personnel Branch.

The beginning teacher is required to attend a practicum course without compensation. This practicum course shall consist of not more than fifteen (15) sessions and be without cost to the teacher unless university credit is desired. Practicum may include guided visitation during the regular school day.

Section 2 -- Facilities

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.

Keys to the classroom shall be available to teachers at least thirty (30) minutes before class work is to begin.

A professional library should be maintained in each school. Contents of this library shall be determined by building teachers and secured, depending on the availability of funds.

Section 3 -- Teacher Instructional Aides

Teachers, with the approval of the principal, shall have the recourse of obtaining volunteers from their school communities to aid them in the performance of non-teaching duties.

Section 4 -- Personnel File

A teacher shall have the right to see his personnel file, containing the personal record of post-employment information and comments relative to his contract assignments. The teacher shall schedule an appointment at least one (1) hour in advance with a representative of the Branch of Staff Personnel in whose presence the file shall be examined. Should he find statements derogatory of his work, he may file a written answer or explanation to the statement which must remain attached as long as the item is on file.

When a principal or other administrator finds it necessary to make a notation in a teacher's file which reflects adversely upon the teacher's conduct, service, character or personality, he shall afford the teacher an opportunity to read such notation. The teacher shall acknowledge that he has read such notation by affixing his signature on the actual document filed, with the understanding that such signature does not indicate his agreement with its contents. The teacher shall also have the right to answer such notation and his answer shall be attached to the file copy.

At no time and under no circumstances shall a teacher's personnel file be made available to the public or member of the news media.

Section 5 -- Complaints Against Teachers

When a complaint is made by the parent of a student or any other member of the public concerning a teacher's conduct, service,

character, or personality, which is deemed serious enough to become a matter of formal written record, the teacher shall be informed of the complaint by his principal, and the teacher and principal shall attempt to resolve the complaint with the complaining party.

If requested by the complainant or the teacher, a meeting of the staff member, principal, and complainant will be held to discuss the complaint.

Section 6 -- Summer and Evening School Employment

A list of courses and subject and titles of special programs contemplated for summer and evening programs shall be distributed to teachers at the time the applications are requested. Such notification shall normally occur prior to April 15.

Summer school applications must be submitted to the office of Staff Personnel Branch by May 1, and evening school applications shall be submitted by June 1.

The summer school staff shall be selected during the month of May and each applicant shall be notified as early as possible of the disposition of his application:

- (a) that he has been appointed to a position subject to adequate enrollment;
- (b) that he may be appointed at a later date if enrollment is sufficient; and
- (c) notice of no placement.

The above disposition shall also be given to evening school applicants.

Members of the bargaining unit will be given first consideration for summer school and evening school positions. Teachers who in regular assignment teach the courses offered in these programs shall be given placement preference.

Effective June 1975, whenever possible, members of the bargaining unit who have taught a program consecutively during the past four (4) years shall not be re-employed in the program if other qualified members have applied. A member not employed to continue in a program after four (4) years shall not be precluded from application for employment in another evening and/or summer school program for which he is qualified.

In all summer and evening school programs, teachers employed in the programs shall have access to school facilities such as the faculty lounge and restrooms, office telephones, and Thermofax and duplicating equipment.

All summer school teachers and summer school coordinators shall have July 4 as a paid holiday, provided they have been in pay status

for the day preceding and the day after this particular holiday.

Section 7 -- Academic Freedom

The parties seek to educate young people in the democratic tradition; to foster a recognition of individual freedom and social responsibility; to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights; and to instill appreciation of the values of individual personality.

Realizing that a teacher cannot provide adequate stimulation to students nor permit the free exchange and the development of ideas, without occasional unexpected results which are easily misconstrued when removed from context, it is agreed that an atmosphere of academic freedom will be maintained. The Board agrees that the individual teacher shall be free to present the several sides of controversial issues and topics to the best of his ability and knowledge and within the level of maturity of the students involved.

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

ARTICLE V

TEACHER'S DAY

Section 1 -- The Classroom Teacher's School Day

The teacher's school day shall be no longer than four hundred twenty (420) consecutive minutes, including a duty-free lunch.

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

All 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.

All teachers shall have a daily duty-free uninterrupted lunch period of at least thirty (30) minutes.

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.

Teachers shall not be assigned more than three (3) preparations in each marking period, including one-quarter (1/4) 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 (1/4) 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.

Upon notification to the school office and approval by the principal or his designee, a teacher may leave the building during the school day.

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

Classroom teachers assigned to more than one (1) school shall have non-classroom duties at only one (1) school.

Section 2 -- The Non-Classroom Teacher's School Day

The length of the school day for counselors, school nurses, librarians, visiting teachers, and speech therapists shall be the same as the school day for classroom teachers.

Section 3 -- Calendar

The school calendar shall be adopted prior to the renewal of teacher contracts for the ensuing school year.

The school year for the classroom teacher shall consist of an annual term of a maximum of one hundred ninety (190) days, which shall be divided as follows:

- (a) One hundred eighty (180) session days which may include four (4) school days per year in which classes are dismissed one-half (1/2) day early or the equivalent amount of time during a different number of days for the purpose of individualized parent-teacher conferences and reporting periods.
- (b) Six (6) paid holidays - Veterans' Day, Thanksgiving, Christmas, New Years, Presidents' Day, and Memorial Day.
- (c) Two (2) in-service days - these days shall be planned at the discretion of the Superintendent after consultation with the CTA as to the exact date and program to be implemented.
- (d) Two (2) record keeping days - one-half (1/2) of each record keeping day shall be subject to individual or group activities planned by the principal after consultation with the building staff.

Section 4 -- Professional Responsibilities

The instructional responsibility includes the daily preparation for effective teaching, defining teaching 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. Other types of responsibilities, some of which requiring time beyond the school day as defined in Sections 1 and 2 of this Article, that are considered part of the contractual assignment are illustrated by the following:

- (a) Parent and student conferences to report and evaluate pupil progress.
- (b) Conferences with other teachers and administrators regarding students.
- (c) Committee assignments to improve the educational program at the building level.
- (d) Open House and meetings and discussions at the school among teachers and parents.
- (e) 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 Faculty Advisory Committee.

It is recognized that other activities which require an extensive amount of time beyond the school day should 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 Extra Curricular Activities.

Section 5 -- Class Size and Staff Requirements

It is recognized by the Board that pupil-teacher ratios and pupil-specialists ratios are important aspects of an effective educational program. The Board agrees to continue its efforts to keep those ratios at an acceptable number as established in the State Minimum Standards, the State Foundation Program, and dictated by the best interests of the district as deemed administratively feasible.

ARTICLE VI

TEACHER PROTECTION

Section 1 -- Working Conditions

The Board shall support the teacher in maintaining reasonable and necessary classroom discipline and control. Teachers shall be given

the assistance of pupil personnel specialists in working with pupils who need individualized attention to solve their problems.

A teacher may use such force as is reasonable and necessary to protect himself from attack or to prevent injury to another pupil.

Assault on a teacher or injury to a teacher shall be reported immediately to the Board. The Board shall render assistance and advice to the teacher in securing legal redress through law enforcement and judicial authorities.

If any teacher is complained against or sued as a result of any lawful action taken by the teacher while in the scope of his employment, the Board shall render all reasonable and necessary assistance to the teacher in his defense within the limit of Ohio law.

Workmen's compensation benefits are available to all teachers as defined in the Ohio Workmen's Compensation Act.

Section 2 -- Civil Disturbances (or Other Public Calamities)

In case of a severe civil disturbance or other public calamity which occurs before the teacher leaves his residence for his assignment, the teacher should make every effort to contact the proper school authorities who will determine whether the teacher will be required to report for work. The intent of this provision is that no teacher should be required to report to a school where his person might be in danger, and upon compliance with this provision, no teacher shall lose pay.

Teachers shall be paid for all time lost when schools in which they are employed are closed by the Board owing to an epidemic or other public calamity. All rights and privileges granted to the bargaining unit under the terms of this Agreement shall continue in force during any such State mandated period.

The Board shall inform teachers of the status of the school closings through radio and television.

Section 3 -- Pupils

The Board shall give all reasonable support and assistance to teachers with respect to maintenance of control and discipline in the classroom.

The teacher may send pupils who are seriously disturbing the class to the office. The teacher shall furnish the principal with information of the exclusion from class and the pupil will be readmitted only upon written authority of the principal or after a conference among all parties concerned. Disruptive elementary pupils who are excluded from class must be escorted to the office.

A pupil expressing insubordination to a teacher may be disciplined. A subsequent offense of the same nature may mean suspension by

the principal until a parent comes for a conference. Both the parent and pupil must agree to cooperate before the pupil can be readmitted. All cases of physical violence to members of the staff shall be reported to the police and teachers should be encouraged to sign warrants. When a pupils is involved in an assault upon any teacher, that pupil shall be removed from class(es) until a hearing involving the teachers, the pupil, and the principal or his designee takes place.

The pupil's parents may also be involved in the hearing. If, at the hearing, serious misconduct is established, the pupil may be expelled from school, transferred from the school for the rest of the school year, or suspended from school, unless other disposition is warranted.

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.

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.

The opportunity to make up class work as a result of an unexcused absence is at the discretion of the teacher and principal.

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.

For the protection of both pupils and teachers, there shall be an administrator or his designee present when the building is open. During an extended period of absence, of more than five (5) days, his designee, if a teacher, shall be relieved of teaching responsibility.

In general, pupils shall not be in the building more than fifteen (15) minutes prior to the start of homeroom or classes, unless requested by and under the direct supervision of a Board employee. An administrator or his designee must be in the school building prior to its being opened to pupils. All pupils who are not under the direction of a staff member shall be out of the building within fifteen (15) minutes of the close of school.

Section 4 -- Notice and Conference

Written complaints regarding a teacher made to the administration by any parent, pupil, or other person shall be promptly called to the teacher's attention. The teacher shall have the opportunity to respond to such complaints. If a record of any complaints is placed in the teacher's file, the teacher's response shall also be placed in the file.

Section 5 -- Assistance in Assault Cases

Every effort within legal limits shall be made to assist a

teacher who is required to appear in court for an action taken in the exercise of duty. 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.

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

The Board shall inform the teacher immediately of his rights under the law.

Section 6 -- Orientation Program

Orientation programs for all students planned by the principal and the Faculty Advisory Committee shall be conducted in all schools each September to state clearly the rules and regulations of the school and the school system.

Section 7 -- Corporal Punishment

Teachers shall be granted the responsibility of exercising reasonable corporal punishment, as stated in Section 3319.41 of the Ohio Revised Code, as described in the Board Rules and Regulations, when the nature of an act on the part of a pupil demands such disciplinary action. Such punishment shall be witnessed by one (1) other member of the staff. The teacher shall file a written report with the building principal.

Section 8 -- Emergency

When the Superintendent determines that weather conditions are such that travel for pupils and teachers is hazardous, schools may commence for pupils later than the regular starting time. Teachers shall make an effort to report to school at the regular starting time or as soon thereafter as possible.

ARTICLE VII

TEACHER ABSENCE

Section 1 -- Professional Meetings

Teachers shall be encouraged to attend professional meetings, which are adjudged 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.

Beginning in 1974-75 school year and each school year thereafter during the term of this Agreement a \$2,500 budget shall be established in order to permit teachers to attend professional activities identified by the CTA.

Section 2 -- Accumulative Sick Leave

(a) Availability of Sick Leave Allowance

Pursuant to Section 3319.141 of the Ohio Revised Code, all full-time teachers shall accrue sick leave at the rate of one and one-fourth (1 1/4) days per month for each year under contract. Full-time shall be defined as one hundred ninety (190) days or more of service for at least six (6) hours per day. Teachers who render less than full-time, per diem or hourly service, shall accrue proportionate amounts of sick leave for the time actually worked. Unused sick leave shall be cumulative to a maximum of two hundred ten (210) days. Sick leave shall be credited fractionally and accrued in accordance with the Ohio Revised Code.

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

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.

All regular teachers whose sick leave accumulation is insufficient to cover absence chargeable to sick leave of up to five (5) days shall be granted an allowance in advance of accumulation sufficient to bring the available sick leave at the beginning of the year to five (5) days. For purpose of administering this provision, a year shall be defined as the period of time from September 1 through August 31.

(b) Termination of Employment and Sick Leave

A teacher who leaves the employ of the Board shall retain his accumulated sick leave for ten (10) years from the date of termination of his last contract.

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; however, such credit for sick leave shall not exceed the maximum number of days for sick leave granted by the Board to its teachers.

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; however, such

credit for sick leave accumulation shall not exceed the maximum number of days for sick leave granted by the Board to its teachers.

(c) Limitations and Requirements for Sick Leave Allowance

No salary payment for days of absence under sick leave provisions shall be made to any teacher except as provided in subsequent paragraphs.

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.)

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.

(1) Personal Illness or Injury

For an absence resulting from personal illness, injury, or pregnancy in excess of two (2) consecutive days, the prescribed form signed by the attending licensed doctor* indicating the dates of absence must be submitted.

When there is evidence that sick leave is being abused by an individual teacher, the administration shall give a written warning to that teacher and may require a doctor's prescribed form* for all subsequent absences.

(2) Illness in Family

Teachers may use sick leave for absence due to illness in the teacher's immediate family. The prescribed form signed by the attending physician* shall be required for illness requiring absence beyond one (1) day.

*Teachers, who because of religious convictions object to using the services of a doctor, may submit the prescribed form signed by a Christian Science Practitioner, or a comparable official of any other sect to which they may belong in place of the prescribed form from a licensed doctor.

(d) Extended Absence Due to Personal Illness

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 will be in unassigned sick leave status until his sick leave days have been exhausted, or until the end of his current employment year, whichever is later, at which time he will 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.

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

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

Section 3 -- Death in the Family

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 designee.

Section 4 -- Personal Leave

Request for personal leave must be approved by the principal or his 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 designee determines that adequate staffing cannot be maintained.

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.

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

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

Section 5 -- Military Leave

(a) Not to Exceed Thirty-One (31) Days

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 regular pay would have been for such period, he shall be paid by the Board the difference between his regular pay and his 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.

(b) Extended Military Service

A teacher who leaves his 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 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 schools without loss of professional or financial status.

Section 6 -- Non-compensated Leaves of Absence

(a) Personal Illness or Illness in Immediate Family

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.

(b) Study, Peace Corps, and Exchange Teaching Leaves

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 the Cincinnati Public Schools. A contract teacher may be granted additional leaves of absence, without pay, of like duration for such purpose or purposes upon completion of additional periods of professional service of three (3) or more years.

(c) Travel, Rest, and Special Consideration Leaves

A teacher who has completed six (6) or more continuous years of contract status service as a 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, rest, or such other purposes. A teacher may be granted additional leaves of absence without pay for such purpose or purposes upon completion of additional periods of professional service of six (6) or more years.

(d) Maternity Leave

A teacher anticipating the birth or adoption of a child to her family may request a maternity leave of absence.

A teacher desiring a maternity leave shall send, as soon as possible, to the Staff Personnel Branch a request for her maternity leave which shall indicate the date she desires to begin maternity leave. The request shall be accompanied by a statement from her physician indicating the anticipated date of birth or adoption of the child.

While the date for beginning her maternity leave shall normally be determined by the wishes of the teacher and her physician, she should, except in unusual circumstances, plan her maternity 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. The Staff Personnel Branch will consult the principal and the teacher to establish the effective date of her leave.

The effective date of maternity leave and the effective date of return to work from maternity leave may be reviewed by the Superintendent to insure that the effectiveness of instruction is maintained and that the health of the teacher is not jeopardized.

(e) O. E. A. or N. E. A. Leave

A leave of absence shall be granted upon application of one (1) teacher for the purpose of serving as President or Vice President of the Ohio Educational Association or the National Education Association.

(f) Political Leave

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 political leave, the teacher shall be restored to his former contract status.

Section 7 -- Duration of and Return from Leaves of Absence

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

Return from leave of absence prior to the stipulated expiration date thereof shall be allowed by the Superintendent when the need for such leave no longer exists, when a vacancy is available for which the teacher is qualified, and when the effectiveness of instruction will not be jeopardized.

In any case where a leave of absence is granted by the Superintendent for a period of time of fifty-nine (59) days or less, within the

school year, the teacher's position in his school shall be filled only on a temporary basis and the teacher shall return to his former position in his former school.

Placement in the school system for the teacher on leave at the end of a school year shall be made by the Superintendent in accordance with the priority listing below and no later than the beginning of the ensuing school year:

- (a) Placement in the teacher's former position in the teacher's former school if the position still exists and if the position had been temporarily filled by either a substitute or a newly hired teacher.
- (b) Placement in a substantially equivalent position in the teacher's former school; however, if no vacancy exists a teacher is eligible for placement in a substantially equivalent position in the teacher's former school on the basis of seniority as defined in Article II, Section 3.
- (c) If application of seniority does not result in placement in the teacher's former school, placement in a substantially equivalent position in the school system.

Section 8 -- Appearance in Court

In case of absence from duty in response to a subpoena in a case in court or in an administrative hearing in which the teacher is not a party, there shall be deducted from the salary of the teacher the amount and only the amount of any witness fee or other compensation, exclusive of any reimbursement paid specifically for expenses incurred by reason of such subpoena.

Teachers receiving a notice to appear for examination preliminary to jury duty shall, immediately after receiving such notice, request instructions from the Office of the Clerk-Treasurer of the Board. The teacher shall remit to the Board compensation in excess of travel expenses for jury duty. (Reference: Ohio Revised Code 3313.211)

ARTICLE VIII

COMPENSATION

Section 1 -- Salaries

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

Section 2 -- 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:

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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 McMillan pay schedule.
- (e) 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.
- (f) 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 a year 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.

Section 3 -- 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.

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.

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.

Section 4 -- Salary Classification

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)

Section 5 -- Term of Service

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

Section 6 -- Pay Periods

The first pay check 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:

- (a) 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
- (b) 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.

Section 7 -- Transfer from One Salary Class to Another

(a) Conditions and Qualifications

- (1) Within Schedules C and D, teachers will be transferred to the appropriate higher class upon submission of evidence showing the attainment of a Bachelor's Degree, 150 semester hours and a Bachelor's Degree, a Master's Degree, 30 graduate semester hours beyond the Master's Degree, or a Doctor's Degree in an area related to his teaching certificate.
- (2) Teachers will be transferred from Schedule D to Schedule C upon submission of evidence that the qualifications for regular teachers, as defined in Rules and Regulations, have been met and appropriate degrees have been earned.
- (3) Transfers from one salary class to another as described in paragraphs (1) and (2) above shall be effective at the beginning of the next pay period following submission of the qualifying evidence. (Exception: Evidence submitted during the first pay period of the school year shall cause a salary change to be effective the beginning of said pay period.)

(b) Salary Determination for Transfer from One Salary Class to Another

- (1) Within Schedule C and D, the salary of teachers transferred from one class to another will be determined by placing such teachers on the same salary step in the class to which transferred as they would have occupied in the class from which they were transferred.
- (2) The salary of teachers transferred from Schedule D to Schedule C will be determined by the provision in Section 2 of this article.

Section 8 -- Fringe Benefits

(a) Group Hospitalization and Medical Insurance Plan

- (1) 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:

- a. 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.
 - b. 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.)
- (2) The contribution by the Board to the extent indicated in (1-a) and (1-b) will be applied to "Part C" and single contracts for eligible teachers and their spouses.
 - (3) Teachers shall not be eligible for coverage under the Board group plan unless part or all of the fee is payable by the Board.
 - (4) Coverage in the Board group plan shall be limited to the following:
 - a. Individual Coverage - Basic Blue Cross, Basic Blue Shield and Major Medical Supplementary in one (1) package.
 - b. Family Coverage - Basic Blue Cross, Basic Blue Shield and Major Medical Supplementary in one (1) package.
 - c. "Part C" - individual coverage for a teacher over sixty-five (65) and/or his spouse over sixty-five (65) under Basic Blue Cross, Basic Blue Shield and Major Medical Supplementary in one (1) package.
 - d. 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.

(b) Term Life Insurance

Eligibility for the \$3,000 term life insurance shall be extended to the following teachers:

- (1) Those on an annual salary basis appointed for one-half (1/2) time or more.
- (2) 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.

(c) Tax Sheltered Annuity

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.

(d) Payroll Deductions Authorized by the Teacher

- (1) Cincinnati Public School Employees Credit Union
- (2) United States Savings Bonds
- (3) United Appeal
- (4) Blue Cross/Blue Shield/Major Medical
- (5) Washington National Insurance
- (6) Others approved by the Board
- (7) Professional organization membership dues:
 - a. Cincinnati Teachers Association
 - b. Ohio Education Association
 - c. National Education Association

(e) Workmen's Compensation System

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.

(f) Ohio State Teachers' Retirement System

The amount of contribution shall be established by the Retirement Board.

Current rates:	Teacher contribution	8.00%
	Board contribution	12.55%

(g) Conversion of Sick Leave at Retirement

Subject to the provisions of Section 124.39 of the Ohio Revised Code, an employee retiring on or after July 1, 1974 shall be eligible to be paid for one-seventh (1/7) of his accrued but unused sick leave at the daily rate of pay utilized in calculating his final pay. Said payment shall eliminate all sick leave accrued by the employee.

(h) Mileage Reimbursement

Effective August 1, 1974, eligible teachers shall receive reimbursement at the rate of twelve cents (12¢) per mile as mileage allowance when their automobiles are used for Board business.

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.

ARTICLE IX

TEACHER APPRAISAL

Section 1 -- First and Third Year Teachers and Those Establishing Eligibility for Continuing Contract

All teachers shall be appraised in their first and third year of teaching and during the year in which the teacher is establishing eligibility for continuing contract status. Second year teachers and those beyond the three (3) year probationary period, who have not qualified for continuing contract status, shall be appraised only under the conditions specified in Section 2.

Section 2 -- Continuing Contract Teachers

As a general rule, teachers who have obtained continuing contract status are not required to be appraised, except in these situations:

- (a) Teachers may request to be appraised. Such requests shall be submitted to the principal in writing.

- (b) Teachers who have been transferred administratively because of teaching performance.
- (c) Teachers who have been transferred to a different school and are teaching in a different subject matter field.
- (d) Teachers who are assigned to a different position classification.
- (e) Teachers who, in the professional judgment of the principal, can benefit from participation in the appraisal process. The principal shall inform the teacher in writing of the reason(s) and procedures for the appraisal prior to November 30.

Section 3 -- Procedures

All appraisees shall receive an orientation to the appraisal program and shall have an individual conference with the appraiser(s) prior to official observation. Job targets shall be established by December 15.

The principal is responsible for administering the appraisal process. Instructional consultants may assist the principal in administering the appraisal process at the request of the principal or the appraisee.

If the appraisee so requests, the appraiser or his designee shall demonstrate teaching techniques with a class, for the benefit of the appraisee.

The appraiser shall as part of the appraisal process list the date, time, place, and subject of observations made with the appraisee which are used as the basis of the appraisal.

All supervision, observation, etc. of an appraisee shall be conducted with the full knowledge of the appraisee.

Appraisees shall receive an exact copy of the Observation Report Form as quickly as possible following the observations.

The final written appraisal reports for appraisees rated marginal or unsatisfactory and those eligible for continuing contract shall be completed and submitted to the Staff Personnel Branch no later than the second 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 appraisee prior to placement in the appraisee's personnel file. The teacher shall have the right to attach a written comment to the report. The teacher shall sign the report, indicating that it has been read. The signature does not imply agreement with the report. In the event the appraisee is not continued in employment, the Board shall advise him in compliance with the Ohio Revised Code. In the event the appraisee wishes to appeal the results of the appraisal, he shall follow the appeal procedures contained in the Policy and Procedures for Teacher Appraisal manual.

The CTA shall be requested to be actively involved in any revision of the appraisal procedure including revision of the Policy and Procedures for Teacher Appraisal manual.

ARTICLE X

TERMINATION OF EMPLOYMENT

Section 1 -- Dismissal

Teachers who are confronted with the possibility of dismissal should notify the CTA and should read carefully all appropriate sections of the Board's Rules and Regulations and this Agreement.

An administrative transfer shall be considered before a teacher is dismissed for professional reasons.

Section 2 -- Nontenured Teachers - Non-Renewal of Contracts

Nontenured teachers who are not participating in the formal appraisal process and who in the opinion of the administrative staff may face non-renewal of their contracts for reasons of teaching performance, shall have the benefit of the following procedure conducted by the teacher's administrative supervisor:

- (a) A conference with the teacher shall be held, during which the teacher must be advised of the cause for possible non-renewal. Assistance for improvement should be provided, wherever possible;
- (b) The substance of this conference shall be confirmed in writing to the teacher within five (5) working days of the conference completion;
- (c) The principal shall complete the Performance Evaluation Summary for Teachers form and submit it to the Staff Personnel Branch by the second Friday in March;
- (d) In the event the teacher wishes to appeal the decision of non-renewal, he shall follow the appeal procedure contained in the Policy and Procedures for Teacher Appraisal manual.

Nontenured teachers whose contracts are not renewed for reasons other than teaching performance shall be given a conference prior to the recommendation for non-renewal to the Board of Education. The substance of this conference shall be confirmed in writing.

Section 3 -- Suspension with Intent to Terminate

Teachers, who have been charged with violation of law or Board Rules and Regulations, may be suspended until the case has been investigated and a decision rendered.

Section 4 -- Resignation

Any teacher who intends to resign shall submit a written statement of resignation to the Superintendent, who shall in turn submit the resignation to the Board for action. Every effort should be made to complete a marking period before resigning. Any teacher submitting a resignation may withdraw said resignation at anytime up to the time of actual Board action thereon.

ARTICLE XI

GRIEVANCE PROCEDURE

Section 1 -- Definitions

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

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

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

The grievance form shall be as follows:

CINCINNATI PUBLIC SCHOOLS

BRANCH OF STAFF PERSONNEL

G R I E V A N C E F O R M

(Circle)

Mr.

Ms.

School _____

Name of Principal _____

Grievant accompanied by _____

Section for Grievant: Briefly state the problem, indicating the provisions of Agreement allegedly violated.

(If additional space is needed, use other side.)

Did grievant have oral discussion with principal? Yes _____ No _____

What remedy is sought?

Date _____ Grievant's Signature _____

(At the time of initial filing, a copy of this completed form shall be forwarded to CTA.)

PRINCIPAL'S RESPONSE ON BACK

Section 2 -- Statement of Basic Principles

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.

Every teacher covered by this Agreement shall have the right to present grievances in accordance with these procedures.

Every teacher shall be represented by the CTA in the grievance procedure. The teacher shall be present at any grievance discussion when the Board and/or the CTA 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.

A teacher who participates in these grievance procedures shall not be subjected to discipline or reprisal because of such participation. A copy of the grievance shall not be filed in the teacher's personnel folder.

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, with pay, for that purpose.

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 instructional program and related work activities of the teaching staff.

All notices of hearings and dispositions of grievances shall be either mailed or hand delivered with the date of mailing or postmark and date of receipt recorded thereon. Written grievances and appeals shall be deemed to be received one (1) day after postmarked; if hand delivered, the date received and initials of the recipient shall be recorded thereon.

It is important that a grievance be processed as rapidly as possible. The number of days indicated at each level shall be considered as a maximum, and every effort shall be made to expedite the process. The time limit specified may be extended by mutual agreement.

If a grievance is filed which might 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.

Section 3 -- Procedure

Level One

A grievance must be filed with the principal or the appropriate administrator within fifteen (15) days after the 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 CTA. The grievance conference shall occur within five (5) days after the grievance is filed. The grievant shall be accompanied by the local CTA Building Representative or any other CTA representative of the grievant's choosing.

Level Two

In the event a grievance has not been satisfactorily resolved at Level One, the CTA 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 CTA and the Superintendent or his designee should meet to resolve the grievance. The Superintendent or his designee shall file his decision within five (5) days of the Level Two meeting and communicate it to the grievant and the CTA.

Level Three

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

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

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

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

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

Within ten (10) days after receiving the decision of the Superintendent, the CTA 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.

ARTICLE XII

HUMAN RELATIONS

Section 1 -- Philosophy

The Board and the CTA are mutually committed to human rights and dignities of all and to policies and programs of quality integrated education as being necessary to good government, good education and good management.

Section 2 -- Ethics

The CTA accepts and abides by the Code of Ethics of the teaching profession as adopted by the National Education Association and the Ohio Education Association in July and December 1968, respectively.

Further, the Board agrees this document represents acceptable criteria for professional behavior on the part of teachers.

Section 3 -- Equal Employment Rights

No teacher will be discriminated against in any way in the exercise of his employment rights or his rights under this Agreement because of race, color, religion, creed, national origin, age, or sex. In this Agreement, "his" shall mean "her" and "he" shall mean "she" where applicable.

ARTICLE XIII

RESPONSIBILITY OF THE BOARD

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 and regulations as are necessary for the government of the public schools, the employees of the Board, and the pupils of the schools. Nothing in this Agreement shall constitute transfer of the authority of the Board as established by the laws of the State of Ohio.

The administrative authority of the Board shall be implemented by the Superintendent. The Superintendent has the authority to direct and assign teachers within the provisions of this Agreement, the Rules and Regulations of the Board, and the Ohio Revised Code.

ARTICLE XIV

SELECTION OF ADMINISTRATORS

Teachers who are interested in promotion should contact the Staff Personnel Branch for information concerning selection procedures.

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

ARTICLE XV
IMPLEMENTATION

Section 1 -- Duration

This Agreement will expire on December 31, 1976.

Section 2 -- Reopener

Either party may reopen this Agreement on June 30, 1975 and on June 30, 1976 by giving written notice to the other party on or after May 1, 1975 and May 1, 1976, respectively, for the sole purpose of negotiating regarding salaries (Article VIII, Section 1 of this Agreement), fringe benefits (Article VIII, Section 8 of this Agreement), and the question of whether to have some form of binding arbitration (Article XI, Section 3, Level Three of this Agreement).

Negotiations regarding such matters shall commence immediately following the receipt of written notice of intent to reopen this Agreement as hereinabove provided.

All provisions of this Agreement, not expressly subject to re-opening as hereinabove provided, shall remain in full force and effect.

Section 3 -- Amendment

This Agreement may be amended by mutual written agreement of the Board and the CTA. Nevertheless, the parties acknowledge that during the negotiations, which resulted in this Agreement, 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 Agreement. Therefore, for the life of this Agreement, 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 Agreement and with respect to any subject matter not specifically referred to or covered in this Agreement.

Section 4 -- Validity

The terms of this Agreement shall supersede any rules, regulations, or practices of either party which may be contrary or inconsistent with the terms of this Agreement.

Section 5 -- Legality

If any provision of this Agreement or any application of this Agreement 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. Said invalid provision shall be renegotiated at the

request of either party. Said renegotiation on said invalid provision and negotiation as provided in Section 2 of this Article are the sole two (2) exceptions to Section 3 of this Article.

Section 6 -- Printing

The Board shall pay the cost of providing each teacher a copy of this Agreement. CTA shall have the responsibility of the distribution to all teachers.

Section 7 -- Recognition Continued

If an election petition, signed by forty per cent (40%) of the teachers, is not filed during the "open period," as provided in Article I, Section 1 of this Agreement, the Board shall continue to recognize the CTA as the exclusive representative of all teachers employed by the Board (in the unit set forth in Article I, Section 1 of this Agreement) for an additional three (3) year period beginning January 1, 1977, and continuing through December 31, 1979. Said additional three (3) year period shall preclude the filing of an election petition by any other employee group earlier than October 1, 1979 or later than October 31, 1979. If an election petition, signed by forty per cent (40%) of the teachers, is filed during said "open period," the Board shall cause an election to be directed before the winter recess in December 1979 to determine which organization, if any, shall be recognized for the purpose of professional negotiation.

In witness whereof, the parties executed this Master Agreement this

8th day of July 1974

Charles D. Lindberg
Charles D. Lindberg, President
Board of Education

Harriet A. Russell
Harriet A. Russell, President
Cincinnati Teachers Association

Donald R. Waldrip
Donald R. Waldrip
Superintendent of Schools

Steve Stewart
Steve Stewart, Co-Chairman
Professional Negotiations Committee

John J. Geiger
John J. Geiger, Coordinator
Branch of Staff Personnel

Joseph L. Prior
Joseph L. Prior, Chairman
Welfare Committee

10:35PM
7/8/74

APPENDIX A

SALARY SCHEDULES FOR TEACHERS
CINCINNATI PUBLIC SCHOOLS

(Effective May 6, 1974, Except As Otherwise Indicated)

A. DEFINITIONS

1. Teacher

"Teacher" applied to any employee required by law or the Rules and Regulations 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 teachers' salary schedule. (See statements under Section C)

2. Salary Schedules for Contract Teachers Who Possess a Provisional, Professional, or Permanent (Standard) Certificate and Who Are Qualified for Regular Appointment.

a. Class II Schedule

"Class II Schedule" applies to a contract teacher who possesses a Bachelor's Degree and a standard certificate.

b. Class III Schedule

"Class III Schedule" applies to a contract teacher who possesses 150 semester hours with a Bachelor's Degree and a standard certificate.

c. Class IV Schedule

"Class IV Schedule" applies to a contract teacher who possesses the Master's Degree or its equivalent¹ and a standard certificate.

d. Class V Schedule

"Class V Schedule" applies to a contract teacher who possesses 30 graduate semester hours after attaining the Master's Degree and a standard contract.

e. Class VI Schedule

"Class VI Schedule" applies to a contract teacher who possesses an earned Doctor's Degree in an area related to his teaching certificate.

3. Salary Schedules for (1) Contract Teachers Who Possess Temporary (Non-Standard) Certificate and Do Not Possess a Degree, and (2) Non-Contract Long-Term Substitute Teachers Who Possess a Provisional, Professional, Permanent, or Temporary Certificate and Who Are Not Qualified for Regular Appointment.

a. Class I Schedule

"Class I Schedule" applies to (1) a contract teacher who does not possess a standard certificate or a degree, and (2) a non-contract long-term substitute teacher.

b. Class I-A Schedule

"Class I-A Schedule" applies to (1) a contract teacher who does not possess a standard certificate, but who possesses the Bachelor's Degree, and (2) a non-contract long-term substitute teacher who possesses the Bachelor's Degree.

c. Class I-B Schedule

"Class I-B Schedule" applies to (1) a contract teacher who does not possess a standard certificate, but who possesses 150 hours with a Bachelor's Degree, and (2) a non-contract long-term substitute teacher who possesses 150 hours with a Bachelor's Degree.

d. Class I-C Schedule

"Class I-C Schedule" applies to (1) a contract teacher who does not possess a standard certificate, but who possesses the Master's Degree, and (2) a non-contract long-term substitute teacher who possesses the Master's Degree.

¹Master'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

Days of Service (Beginning after the 1973-74 school year)	Actual Times of Service
190 days	As fixed by the official annual calendar adopted by the Board of Education
200 days	Same as for 190 days plus ten (10) additional days as assigned
210 days	Same as for 190 days plus twenty (20) additional days as assigned

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 CONTRACT TEACHERS WHO POSSESS
A STANDARD CERTIFICATE AND WHO ARE QUALIFIED
FOR REGULAR APPOINTMENT *

Years of Experience	Class II BA**	Class III BA +150 hrs. **	Class IV MA**	Class V MA +30**	Class VI Doctorate**
0	\$ 8,178	\$ 8,310	\$ 9,094	\$ 9,409	\$ 10,288
1	8,583	8,715	9,499	9,814	10,693
2	8,988	9,120	9,904	10,219	11,098
3	9,593	9,725	10,509	10,824	11,703
4	9,998	10,130	10,941	11,256	12,135
5	10,403	10,535	11,346	11,661	12,540
6***	11,008	11,140	11,951	12,266	13,145
7	11,413	11,545	12,356	12,671	13,550
8	11,818	11,950	12,788	13,103	13,982
9	12,223	12,355	13,193	13,508	14,387
10 (a)(b)	12,628	12,760	13,598	13,913	14,792
11	13,033	13,165	14,003	14,318	15,197
12	13,438	13,570	14,435	14,750	15,629

17 #	13,917	14,049	14,914	15,229	16,108

22 #	14,306	14,438	15,303	15,618	16,497

* All personnel included under these schedules have an annual term of service of 195 [©] days. Schedules apply to classroom teachers, teacher librarians, visiting teachers, home instructors, examiners, administrative aides and interns, school nurses, elementary counselors, and psychologist interns. Also, to be used in determining the base salary for the following classifications of personnel paid on a "teacher plus" basis: assistant coordinators, coordinating teachers, counselors, librarians, librarian-catalogers, teachers-in-charge, athletic directors, band directors, and coaches.

These salary schedules apply to teacher corps team leaders. Teacher corps team leaders shall receive an additional \$1,000.

** See definitions of classes, page 37.

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

(a) Maximum entering salary based on prior teaching experience.

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

(c) Becomes 190 days after the 1973-74 school year.

Personnel whose salaries are derived from 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 CONTRACT TEACHERS WHO POSSESS A NON-STANDARD CERTIFICATE AND WHO ARE NOT QUALIFIED FOR REGULAR APPOINTMENT *

Years of Experience Credit	Class I No Degree**	Class I-A BA Degree**	Class I-B BA +150 hrs. **	Class I-C MA Degree**
0	\$ 6,257	\$ 6,736	\$ 6,994	\$ 7,378
1	6,499	6,994	7,283	7,715
2	6,741***	7,252	7,583	8,052
3	6,983	7,515	7,883	8,388
4	7,225	7,783	8,183	8,725
5	7,468	8,052	8,488	9,062
6	7,710	8,320	8,794	9,399
7	7,952	8,588	9,099	9,736
8	8,194	8,857***	9,404***	10,072
9	8,436	9,125	9,709	10,409***
10	8,678	9,394	10,015	10,746
11	8,920	9,662	10,320	11,083
12				11,420

* All personnel included under these schedules have an annual term of service of 195 (a) days. Schedules apply to classroom teachers, teacher librarians, visiting teachers, home instructors, examiners, administrative aides and interns, school nurses, elementary counselors, and psychologist interns. Also, to be used in determining the base salary for the following classifications of personnel paid on a "teacher plus" basis: assistant coordinators, coordinating teachers, counselors, librarians, librarian catalogers, teachers-in-charge, athletic directors, band directors, and coaches.

** See definitions of classes, page 38.

*** Entering salary step placement required to meet provisions of the state law for a teacher with ten (10) years of creditable service.

(a) Becomes 190 days after the 1973-74 school year.

Note: For purposes of determining salaries under Sections C and D for positions in non-public school programs (excluding supplemental contracts) salary amounts on these schedules are to be multiplied by the ratio by which the number of session days and required meeting days plus six (6) holidays, bears to the days of service for the comparable position in the Cincinnati Public Schools.

E. SALARY SCHEDULES FOR CERTIFICATED PERSONNEL WHO RECEIVE SALARY FOR SPECIAL ASSIGNMENTS IN ADDITION TO THE REGULAR TEACHERS' SALARY

<u>Position</u>	<u>Salary *</u>
<u># 210 Days of Service</u>	
Coordinating Teacher	T + additional days + 300
Counselor	T + additional days
Librarian-Cataloger	T + additional days
<u># 200 Days of Service</u>	
Assistant Coordinator	T + additional days + 650
Librarian	T + additional days
<u># 190 Days of Service</u>	
Coordinating Teacher	T + 300
Teacher-in-charge	T + 250**

* "T" used in the salary column signifies the salary to which the person would be entitled according to the Teachers' Salary Schedules in Sections B, C, and D. Pay for additional days is computed on the teacher's daily rate.

** Effective August 1, 1974, compensation shall be T + 500.

Effective after the 1973-74 school year.

F. SCHEDULE OF ATHLETIC ACTIVITIES AND AMOUNT PER
ACTIVITY FOR WHICH COACHES MAY BE COMPENSATED*
(Effective August 1, 1974)

<u>Position - Activity**</u>	<u>Amount</u>
<u>Senior High</u>	
Athletic Director	\$ 1,100 / <u>1</u>
Head Varsity Football Coach	1,463 / <u>2</u>
Assistant Varsity Football Coach	1,068 / <u>2</u>
Reserve Football Coach	789 / <u>2</u>
Varsity Basketball Coach	758 / <u>3</u>
Reserve Basketball Coach	649 / <u>3</u>
Intramurals Coach-in-charge	680
Intramurals Coach	595
Varsity Wrestling Coach	639
Varsity Gymnastics Coach	622
Varsity Baseball Coach	544
Varsity Track Coach	544
Varsity Swimming Coach	520
Varsity Soccer Coach	520
Varsity Volleyball Coach	520
Varsity Cross-Country Coach	333
Varsity Tennis Coach	258
Varsity Golf Coach	235
<u>Junior High</u>	
Head Football Coach	510 / <u>2</u>
Football Coach	510 / <u>2</u>
Head Basketball Coach	547 / <u>3</u>
Intramurals Coach	476
Head Gymnastics Coach	279
Head Track Coach	214
Head Cross-Country Coach	170

* 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 (2) or more coaches.

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

2/ Amounts include the responsibilities of practices and conditioning before the regular school year.

3/ Amounts include the responsibilities for practices during holidays.

G. SCHEDULE OF EXTRA-CURRICULAR ACTIVITIES AND MAXIMUM NUMBER OF HOURS FOR WHICH TEACHERS MAY BE COMPENSATED* (Effective August 1, 1974)

Position

Senior High

Band Director	\$716 /1	
		<u>Maximum Number of Hours Per Activity *</u>
Choral Director	120 /2	
Debate	40	
Dramatics	50 /3	
Newspaper Advisor	120	
Orchestra Director	70 /2	
Producer/Director of Annual Show	50	
Yearbook Advisor	120	
Student Council	30	
Visual Aids	80	
Stage Manager	150	

Junior High

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

Elementary

Choral Director	50
Extended Physical Education	70
Safety Patrol Sponsor	40

* The following criteria are applicable to the compensation for activities authorized in this schedule: (a) the teacher must be assigned the extra duty and be under contract for the position; and (b) the assignment must be performed either before or after the regular school day; or (c) a teacher who is given one unassigned period to work on an extra pay activity shall have one (1) 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 school show.
- 2/ Hours specified include time to assist with the annual show.
- 3/ Hours specified include time to direct a minimum of two (2) productions during the school year, and to assist with the annual show.
- 4/ Hours specified include time to publish a minimum of eight (8) issues.

Note: All positions on this schedule designated with Maximum Number of Hours Per Activity are to be compensated at \$3.40 per hour.

H. SALARY SCHEDULES FOR WEEKLY, DAILY, AND HOURLY RATES FOR TEACHERS

Position	Period	Salary Rate
Extended Employment:		
Teacher	Hourly	\$6.35 - 7.70 <u>/a</u>
Substitute Teacher	Hourly	6.35 - 7.70 <u>/a</u>
Coordinator	Hourly	8.35
Teacher-in-charge	Hourly	9.00
Summer School:		
Teacher	Hourly	6.75
Substitute Teacher	Hourly	6.75
Coordinator	Hourly	7.80
Stowe and McMillan Centers	Hourly	7.70 - 8.00 <u>/b</u>
Special Assignment	Daily	<u>/c</u>

a/ The lower rate is paid whenever a teacher is assigned tutorial duties or as a home instructor.

b/ 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. Hourly experience is computed as follows:

One (1) year's experience credit = a minimum of 600 hours of teaching in a twelve (12) month period

One-half (1/2) year's experience credit = 300-599 hours of teaching in a twelve (12) month period

(This provision is effective September 1, 1974)

c/ 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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OMB No. 44-R0003
App. exp. March 31, 1975

Hope

U.S. DEPARTMENT OF LABOR
BUREAU OF LABOR STATISTICS
WASHINGTON, D.C. 20212



NOV 25 PM 3:58

November 20, 1974

Mr. John J. Geiger, Director
of Staff Personnel
Cincinnati Public Schools
230 East Ninth Street
Cincinnati, Ohio 45202

RECD. STAFF PERSONNEL

DEC 12 1974 Co.

Gentlemen:

Thank you for sending us the current union agreement(s) identified below.

For use in preparing studies of collective bargaining practices, we would like to know the number of employees covered by each agreement. Please supply current information in column (3) below and return this form in the enclosed envelope which requires no postage.

Your cooperation is appreciated.

Sincerely yours,

Julius Shiskin

JULIUS SHISKIN
Commissioner

Establishment (1)	Name of union (2)	Number of employees normally covered by agreement (3)
Teachers	Cincinnati Teachers Association (NEA)	<u>3047</u>