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K#30406 **MASTER CONTRACT**

between, the

ST. BERNARD-ELMWOOD PLACE EDUCATION ASSOCIATION

an affiliate of the

OHIO EDUCATION ASSOCIATION and the NATIONAL EDUCATION
ASSOCIATION

and the

ST. BERNARD-ELMWOOD PLACE CITY SCHOOL DISTRICT
HAMILTON COUNTY, OHIO

EFFECTIVE:

August 1, 2013 Through July 31, 2015

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ARTICLE I: RECOGNITION

1.01 ASSOCIATION RECOGNITION

1.0101 The St. Bernard-Elmwood Place City School District Board of Education, hereinafter referred to as the "Board", recognizes the St. Bernard-Elmwood Place Education Association, an affiliate of the Ohio Education Association and the National Education Association, hereinafter referred to as the "Association", as the exclusive and sole bargaining unit as defined herein.

1.0102 The Board agrees to negotiate with and recognizes the Association as the sole and exclusive bargaining agent for the certificated staff as defined herein, having the right to represent exclusively the members of the bargaining unit and the right to unchallenged and exclusive representation for the duration of this Contract.

1.0103 The Association has the full rights and privileges of exclusive representation as defined in Ohio Revised Code Chapter 4117.

1.02 BOARD RECOGNITION

1.0201 The Association recognizes the Board as the locally elected body charged with the establishment of policy of public education in the District and as the employer of all personnel of this District under state law.

1.0202 The Association recognizes that the Board is the duly elected body charged by law with the authority and responsibility for operating the School District. The Association further recognizes that the Board retains all of its statutory authority without limitation except to the extent that its statutory power and authority is specifically limited by a provision of this Contract.

1.03 DEFINITIONS

1.0301 Bargaining Unit:

The bargaining unit covered by this Contract is defined as all certified personnel employed by the Board whether on leave, on per diem basis, employed, or to be employed, excluding the Superintendent of Schools, all assistant superintendents, administrative assistants, principals and assistant principals, supervisors, and all others for whom certification in supervision or administration is required as a condition of employment, substitute teachers, tutors hired on an as needed basis, teacher aides, and all other non-certificated employees of the Board and administrative personnel as defined in ORC 4117.

1.0302 Member of the Bargaining Unit:

Member as used herein shall mean member of the bargaining unit.

1.0303 Days:

Refers to calendar days unless otherwise indicated.

1.0304 Good Faith:

Good faith is defined as the willingness to consider, propose, and make counter-proposals in an effort to reach a mutually agreed position on matters that are negotiable. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. The unwillingness of one or the other party to change its position shall not constitute bad faith.

1.0305 Party:

Shall be construed to mean the Association and/or the Board.

ARTICLE II: NEGOTIATIONS PROCEDURES

2.01 REQUEST FOR NEGOTIATION

A letter of request to open negotiations shall be submitted by the President of the Association to the Superintendent or by the Superintendent to the President of the Association between February 15 and March 31.

2.0101 The initiating party shall include the following:

- A. Date of request
- B. Location of session
- C. Statement of purpose for negotiation session
- D. Person to contact
- E. Three (3) proposed initial session dates that shall be no later than ten (10) days after receipt by the receiving party of the request to negotiate.

2.0102 The receiving party shall respond and include the following:

- A. Date of response
- B. Acknowledge of receipt of negotiations request
- C. Person to contact
- D. Acceptance of one (1) of the three (3) proposed initial session dates
- E. Acknowledgement of location of session

2.02 PROFESSIONAL NEGOTIATIONS SESSIONS

2.0201 The parties shall meet at a time and place as established under Section 2.01 of this Article for the first negotiation session.

2.0202 A time, place and date for the next session shall be established before concluding the first and each successive negotiation session.

2.0203 Specific written proposals shall be exchanged by the parties at the first session unless otherwise mutually agreed. The party requesting negotiations shall present and explain its proposals first. The other party will then present and explain its proposals. Subsequently, no new proposals shall be considered unless mutually agreed.

2.0204 The agenda for the subsequent session shall be determined at the end of each session.

2.0205 All sessions shall be scheduled after school hours unless otherwise mutually agreed.

2.03 NEGOTIATION TEAMS

2.0301 Each team shall consist of up to four (4) people of the party's choice. Each team shall designate a spokesperson. All negotiations shall be conducted exclusively by the said teams.

2.0302 Each team may call upon professional and lay consultants (in addition to their team members) to present testimony and facts concerning matters under discussion. No more than two (2) consultants may be used by each team in any negotiation session. The cost of such consultants shall be borne by the party using their services. The team using a consultant shall provide notice of that fact three (3) days prior to the session naming the person who will make the presentation and the subject of same.

2.0303 Each team may have up to two (2) observers present at each session. The observers may not participate in the bargaining process. In no event shall the total number of team members and observers exceed six (6) at any session.

2.0304 While no final agreement shall be executed without ratification by the Association, and adoption by the Board, the parties mutually pledge that their teams will be clothed with all necessary power and authority to make and consider proposals and counterproposals and to make concessions in the course of negotiations so as to reach tentative agreement.

2.04 INFORMATION

The parties agree to make available to each other, upon reasonable request and in reasonable time, all available public information pertinent to the matter(s) under negotiation.

2.05 CAUCUS

Either team may call for a caucus at any time. A caucus shall not be for longer than one (1) hour unless an extension is mutually agreeable to both teams.

2.06 PROPOSALS

Negotiation proposals shall, in form and in detail, specify that to which agreement is sought so that without clarification or supplementation and, if such proposal is agreed to by the other party, it shall express the whole agreement between the parties with respect thereto.

2.07 ITEM AGREEMENT

As the teams reach tentative agreement on negotiation items, the items shall be reduced to writing and initialed by both teams. Such initialing shall not be considered as a final agreement by the parties and it is expressly understood by the parties that the tentative agreement reached on any items may be revised or withdrawn by either team at any time during the negotiations process.

2.08 AGREEMENT

2.0801 When tentative agreement on all issues is reached through negotiations, the outcome will be reduced to writing, signed by the spokespersons of both negotiation teams, and submitted to the Association's membership for its consideration with a recommendation for acceptance by the Association's bargaining team, and to the Board for its consideration with a recommendation for acceptance by its team.

2.0802 The ratification vote by the Association's membership shall be communicated in writing to the President of the Board by the President of the Association. Upon receipt of that written notification that the Association has ratified that tentative agreement, the Board shall meet within fourteen (14) days to consider the approval or non-approval of that tentative agreement.

2.0803 If the agreement is ratified and approved by both the Association and the Board, it shall become part of the minutes of the Board.

2.0804 The Contract shall treat all members of the bargaining unit equally.

2.09 IMPASSE -- MEDIATION/ARBITRATION

2.0901 In the event that agreement cannot be obtained on all issues being negotiated within fifty (50) days of the first negotiation session, either party may declare impasse on issues being negotiated, except that the parties may mutually agree to withdraw any negotiation issues and submit them to ratification procedures as herein before described. If an impasse is reached, at the request of either party, the matters may be submitted to mediation. The parties shall ask the Federal Mediation & Conciliation Service and/or the State Employment Relations Board to appoint a mediator. Mediation may continue while arbitration is being implemented.

2.0902 In addition to and simultaneous with mediation, the matter shall be submitted to advisory arbitration. The parties shall request a list of nine (9) names from the American Arbitration Association, and the arbitrator shall be selected in accordance with the rules and regulations of the American Arbitration Association.

2.0903 The arbitrator shall have the authority to hold hearings and to confer with any person deemed advisable in arriving at his/her recommendation. The arbitrator shall report his/her decision to the negotiation teams within fifteen (15) days of the last meeting, if possible. It is agreed by the parties that the recommendation of the arbitrator is not binding on either party except as set forth hereafter and is of an advisory nature only.

2.0904 Within fifteen (15) days of receipt of the arbitrator's recommendations, the Association and the Board shall both consider and vote on the recommendations.

A. Every Association member shall have the right to vote on this arbitrator's report. For the purposes of this provision, member shall be defined in the same manner as it is defined by the State Employment Relations Board in its interpretation of Ohio Revised Code section 4117.14. The vote on said report shall be conducted by written, secret ballot. If the report of the arbitrator is not rejected by at least a three-fifths (3/5) vote of the total Association members, then the recommendation of the arbitrator shall be binding on the Association provided it is accepted by the Board.

B. Likewise, the Board shall consider the recommendations of the arbitrator and vote on same at a public meeting. If the Board does not reject the entire report of the arbitrator by a three-fifths (3/5) vote of its full membership, then the recommendation of the arbitrator shall be binding upon the Board unless it has been rejected by the Association as provided above.

2.0905 If the report of the arbitrator is not rejected by both parties as provided above, it shall be deemed agreed upon as the final resolution of the issues between the parties and shall be included in any contract between them.

2.0906 Each party shall pay one-half (1/2) the cost of the arbitrator.

2.0907 Up to four (4) members designated by the Association shall be provided release time to be present in the Association's behalf at an impasse hearing.

2.0908 Right to Strike

A. In the event all of the impasse procedures set forth in this Contract have been fully completed and no agreement has been reached between the parties and the effective date of the provisions at issue has expired and/or the entire Contract has expired and the Association has given the statutory notice to strike required by *Ohio Revised Code* Chapter 4117, then, in that event only, the Association shall have the right to strike.

B. The Board agrees that this provision of the Contract provides the Association the contractual right to strike on issues that are negotiable under the reopener provision of this Contract.

2.0909 This impasse provision shall also apply to any negotiations under any Reopener Provisions of this Contract.

ARTICLE III: ASSOCIATION RIGHTS

3.01 ASSOCIATION RIGHTS

The Association shall be granted the following sole and exclusive organizational rights as the sole and exclusive agent of the bargaining unit.

3.02 INTERSCHOOL MAIL AND MAILBOXES

The Association shall be allowed the use of the interschool mail system, including mailboxes, to distribute Association materials provided that a copy of said material is given to the building principal simultaneously with its distribution through the interschool mail system. The Association shall be allowed to distribute solely educational material(s) under the same circumstances/policies as any other organization, group, or individual.

3.03 BULLETIN BOARDS

The Association shall be allowed to post materials on bulletin boards in faculty lounges and in the mailrooms at the High School provided all items are identified as Association communications.

3.04 USE OF SCHOOL BUILDINGS, EQUIPMENT, AND FACILITIES

The Association shall be allowed the use of all school buildings, equipment, and facilities for Association business provided that such use does not conflict with school business and that procedures have been followed in accordance with Board policy. The Association shall pay the cost of any supplies used while operating said equipment.

3.05 BOARD AGENDAS AND MINUTES

The Association Executive Board shall be provided, free of charge, all agendas for Board meetings, all approved Board minutes, and other public records (as requested). A copy of Board minutes may be posted in the faculty lounge of each building by the Association.

3.06 ASSOCIATION LEAVE

The Association shall be provided a maximum of six (6) days of leave per calendar year for Association members elected or appointed to represent the Association. Cost for substitute the first four (4) days of use shall be incurred by the Board of Education. Whereas, the Association shall absorb the substitute cost the additional two (2) days. It is to be understood that the sum total of six (6) days is to be used by the Association and not six (6) days per Association member.

3.07 ACCESS

The Association representative or member may meet with a teacher before or after the school day, during a planning period, or lunch break to discuss OEA or SBEPEA matters. The representative or member shall check in at the building principal's office and advise the principal

of the purpose and location of the meeting. Association matters should be completed when students are not in session whenever possible.

3.08 FINANCIAL DOCUMENTS

The Association President shall, upon request, be provided, free of charge, copies of all public financial documents routinely prepared by the School District.

3.09 SCHOOL DISTRICT CONSOLIDATION

The Board of Education shall advise the Association President if the Board of Education becomes aware that the St. Bernard/Elmwood Place School District may realistically be consolidated, merged or absorbed with another school district, and shall provide the Association with updates regarding the progress and details of those discussions.

3.10 OPENING DAY AGENDA

The Association President/designee shall be included on the agenda of the opening day general meeting.

3.11 PAYROLL DEDUCTION

3.1101 Dues for the Association and all of its affiliates as established in the Association constitution shall be deducted by the Board Treasurer in accordance with the Payroll Deduction provision of this Contract on the basis of one (1) deduction per pay period for twenty (20) pay periods from the pay of each member who so requests. All the dues of the Association and its affiliates which are deducted from each member's paychecks shall be forwarded by the Board Treasurer or his/her designee to the Association Treasurer in a single check after each payroll period.

3.1102 Each person wishing dues deduction must request it in writing by filing his/her written request annually no later than the second Friday in September. The request shall be filed with the Board Treasurer.

3.12 ASSOCIATION-ADMINISTRATION MEETINGS

The Superintendent and/or his/her designee(s) shall meet with the Association President and/or his/her designee(s) if requested by either party, at mutually convenient times, to discuss matters of concern.

3.13 SCHOOL DIRECTORY

If a directory is printed, each Association member will be provided a copy by the Board. Each year in which a directory is not printed, the Association President shall receive a list of all members of the bargaining unit and their addresses and telephone numbers (unless unlisted).

3.14 NOTICE OF BOARD OF EDUCATION MEETINGS

When possible, the Board Treasurer will notify the Association President whenever a date or time change has been made for a previously scheduled or emergency Board of Education meeting.

3.15 ASSOCIATION RESPONSIBILITIES

The Association shall represent all members equally without discriminating regardless of membership or non-membership in the Association.

ARTICLE IV: GRIEVANCE PROCEDURE

4.01 GRIEVANCE POLICY

4.0101 The purpose of the grievance procedure is to secure at the lowest possible level solutions to grievances.

4.0102 Both parties agree that grievance procedures shall be kept as informal as appropriate during all levels of the procedure.

4.02 DEFINITIONS

4.0201 Grievance:

A grievance is a complaint involving the violation, misinterpretation or misapplication of the Contract entered into between the Board and the Association.

4.0202 Grievant:

- A. A grievant is any bargaining unit member(s) having a grievance.
- B. If a grievance affects bargaining unit members in more than one building, a group grievance may be filed with members affected by the grievance signing same.

4.0203 Day: Day as used herein shall mean calendar day.

4.03 STEP ONE – *INFORMAL*

4.0301 Any member(s) having a grievance shall first discuss such grievance with his/her building principal, or his/her designee. The member shall advise the principal or his/her designee, at this meeting that this is Step One of the grievance procedure.

4.0302 The building principal or his/her designee shall reply within three (3) days of this meeting to the grievant(s) with reference to the grievance.

4.04 STEP TWO – *PRINCIPAL*

4.0401 If the building principal or his/her designee's reply does not resolve the grievance to the satisfaction of the grievant(s), the grievant(s) shall have the right to lodge a written grievance with his/her building principal or his/her designee within fifteen (15) days of

the occurrence of the act or condition giving rise to the grievance. Failure to file a written grievance within a fifteen (15) day period shall constitute a waiver of the right to file a grievance.

4.0402 The written grievance shall be on a standard form supplied by the Board and shall be available in each building office.

A. The form shall contain a concise statement of the facts upon which the grievance is based and a reference to the specific provisions of the Contract allegedly violated, misinterpreted, or misapplied.

B. A copy of such grievance shall be filed with the Superintendent.

4.0403 The grievant shall have the right to request a hearing before the building principal(s) or his/her designee(s).

A. If such a hearing is requested, the grievant shall be advised in writing of the time, place, and date of the hearing, which shall occur at a time mutually agreeable within seven (7) days of the request for such hearing.

B. The hearing between the grievant and the building principal or his/her designee shall involve those two (2) parties only, unless either of the parties requests and notifies the other party in writing at least three (3) days in advance of the scheduled hearing that he/she wishes to be represented by another employee of the District and/or representative, in which case, both parties may be represented by an employee of the District and/or a representative.

4.0404 The building principal or his/her designee shall take action on the grievance within seven (7) days after his/her receipt of said grievance or, if a hearing is requested, within ten (10) days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing on the standard form and copies sent only to the grievant and the Superintendent.

4.05 STEP THREE - SUPERINTENDENT

4.0501 If the action taken by the building principal does not resolve the grievance to the satisfaction of the grievant, such grievant may appeal in writing to the Superintendent. Failure to file an appeal within seven (7) days from receipt of the form containing the principal's action on said grievance shall be deemed a waiver of the right to appeal and the grievance shall be void.

A. Upon request, a hearing shall be conducted by the Superintendent, or his/her designee, within seven (7) days after the receipt of the request.

B. The grievant shall be advised in writing of the time, place, and date of such hearing which shall be at a time mutually agreeable, and shall have the right to be represented at such hearing by counsel or by a representative of the Association.

4.0502 The Superintendent or his/her designee shall take action on the appeal of the grievance within seven (7) days after receipt of the appeal, or, if a hearing is requested, within seven (7) days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing on the standard form at the time the action is taken and copies sent only to the grievant and the building principal or his/her designee.

4.06 STEP FOUR

4.0601 If the grievant is not satisfied with the decision at Step Three, the grievant, with the consent of the Association, may appeal the decision to binding arbitration within seven (7) days of receipt of the Superintendent's decision.

4.0602 The notice of appeal at Step Four shall be filed with the Board Treasurer.

4.0603 The parties shall request a list of arbitrators from the American Arbitration Association.

A. The arbitrator will be selected in accordance with the rules and regulations of the American Arbitration Association, except as herein modified.

B. If no arbitrator is mutually acceptable from the list supplied by the American Arbitration Association, an additional list or lists will be requested.

4.0604 The arbitrator shall conduct a hearing and receive such evidence and testimony as he/she deems proper. Such hearing shall be held at the earliest time mutually convenient to the grievant, the Board, and the arbitrator

4.0605 The decision of the arbitrator shall be final and binding on all parties.

4.07 ARBITRATOR - WRITTEN REPORT

4.0701 Within thirty (30) days of the hearing of the grievance, the arbitrator shall issue his/her written report. The report shall be transmitted simultaneously to the grievant and the Board.

4.0702 The arbitrator shall not have the power to add to, subtract from, or modify this Contract.

4.0703 The Board and the Association shall equally share the fees and expenses of the arbitrator and any expenses incidental to the arbitration proceedings. Each, however, shall be responsible for the fees and expenses of its representatives.

4.08 MISCELLANEOUS

4.0801 A grievance may be withdrawn at any step without prejudice or record.

4.0802 No reprisal(s) of any kind shall be taken by or against any party(ies) in interest, any participant(s) in the grievance procedure, or any member(s) by reason of such participation.

- 4.0803 Should a hearing scheduled at Step Three or Step Four require the grievant(s) to be released from his/her/their regular assignments, he/she/they shall be released without loss of pay.
- 4.0804 All documents, communications, and records dealing with the processing of each grievance shall be filed in a confidential file separately from the personnel files of the participants.
- 4.0805 Any time limits set forth in the grievance procedure may be extended by mutual agreement of the parties concerned. Such an extension shall be expressed in writing.

ARTICLE V: EMPLOYMENT PRACTICES/MEMBER RIGHTS

5.01 PERSONNEL FILES

- 5.0101 A personnel file of each member shall be maintained in the District's central office.
- 5.0102 A member shall be able to review his/her personnel file in the office of the Superintendent. The file may be reviewed in the presence of the Superintendent or his/her designee.

The member shall have the right to be accompanied by an Association representative.

- 5.0103 Prior to placing an evaluation and/or derogatory material in a member's file, the teacher shall be shown the material and given the opportunity to initial it. If the member refuses to initial the material, it may be placed in the file. The member's initials shall not constitute agreement with the contents of the file. If a member refuses to initial the document, the administration will indicate on the document being placed into the personnel file that the member refused to initial it.
- 5.0104 A member shall have the right at any time to attach a written reply to any material being placed in his/her file.
- 5.0105 Any member shall have the right to obtain a copy of any item in his/her file upon the payment of the reasonable cost of photocopying said material. The provisions of this section of the Contract shall not be construed as limiting the rights afforded to a member pursuant to Ohio Revised Code Chapter 1347.

5.02 EVALUATIONS

- 5.0201 Teachers as defined by Ohio Revised Code section 3319.111 shall be evaluated in accordance with the Board adopted evaluation policy, and any memoranda of understanding which may be executed between the parties.
- 5.0202 Members that are not teachers as defined by Ohio Revised Code section 3319.111 shall be evaluated using the evaluation model that is currently in use as of the 2012-2013 school year.

5.0203 Any and all claimed violations of either evaluation procedure shall be subject solely to the grievance procedure contained in this Agreement and it is intended that these processes shall supersede any evaluation requirements set forth in Ohio Revised Code section 3319.11.

5.03 NONRENEWAL OF LIMITED CONTRACTS

5.0301 A member whose limited contract is being nonrenewed shall be notified in accordance with Ohio Revised Code 3319.11, except as modified by Article 5.02.

5.04 TERMINATION

The termination of the contract of any member must be in accordance with the Ohio Revised Code 3319.16 and 3319.161.

5.05 REDUCTION IN FORCE

5.0501 A. The Board may make a reduction in force for reasons specified in Ohio Revised Code 3319.17 or for the following reasons:

1. Decline in Student enrollment.
2. Return to duty of member(s) on leave.
3. Discontinuance or reduction of a program, teaching or subject areas.
4. Suspension of schools, or territorial changes affecting the district.
5. Financial reasons.

- B. The Board shall determine the area of certification to be reduced. The Association shall be given the list of teachers in order of seniority in his/her areas of certification. To the extent possible, the number of members affected by the reduction in force will be minimized by not employing replacements for resignations, retirements or other vacancies created by attrition insofar as practical.
- C. Reductions needed beyond those available by attrition, as mentioned in B, will be made by suspending contracts, in accordance with Paragraph D. Except in the case where a reduction in force is necessary due to a reduction in State or Federal funding, the Board shall advise the Association of the need for a reduction in the upcoming school year by the May regularly scheduled Board meeting.
- D. In making any such reduction, the board shall proceed to suspend contracts in accordance with the recommendation of the superintendent of schools who shall, within each teaching field affected, give preference to teachers on continuing contracts. The board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations.
- E. In the event that a member employed by the Board is reduced in force, and that member has a currently valid certification in a teaching area other than that in

which the member has been reduced in force, that member may be able to displace another member if the two teachers have comparable evaluations and they are more senior than the other teacher. In that event, upon being notified of the exercise of the bumping right by the member, the Board will suspend the contract of the member being bumped, pursuant to the provisions of this reduction in force provision. The displacing member must notify the Board within fifteen (15) days of being notified of the reduction in force that they intend to exercise their bumping rights. The member who is being bumped will be subject to and have all the rights of, the reduction in force and recall provisions of the Agreement.

- 5.0502 All eligible continuing contract teachers will be recalled before limited contract teachers regardless of seniority. Seniority shall not be the basis for recall except between teachers with comparable evaluations.
- 5.0503 Any member whose contract is suspended pursuant to this section of the Contract shall be placed on a recall list for re-employment for two (2) years. If a vacancy occurs in such a member's area of certification and if the member is presently certified in that area, he/she will be placed on the recall list and will be considered for the vacancy before outside applicants.
- 5.0504 A member shall not be denied recall solely because his/her salary is greater than other applicants for the position.
- 5.0505 If a member refuses an offered vacancy, his/her name shall be removed from the recall list and the Board's obligation hereunder terminated. If a member is offered a vacancy which is for less time than the member was working when the member was suspended, and the member declines the vacancy, the member shall remain on the recall list.
- 5.0506 The Board has fulfilled its responsibilities herein by sending a written notice of vacancy to a member on the list by certified mail at the last address left by the member. Unclaimed, refused, or non-deliverable notices, as well as failure to respond within fourteen (14) days of the posting of the notice, shall constitute refusal of the vacancy.
- 5.0507 Seniority for the purposes of this provision shall mean the number of continuous years of district service commencing with the most recent date of Board approval for employment in a bargaining unit position. Approved unpaid leaves of absence shall not count as years of service, but shall not constitute a break in service. To establish a seniority list for the purpose of this provision, the Board shall list each bargaining unit member in chronological order by most recent Board approval date for employment in a bargaining unit position in this district. If the most recent Board approval date is the same for 2 (two) employees, the Board shall also list the following dates to determine the most senior:
1. The date the employee signed a teaching contract.
 2. Most recent date of application for employment in a bargaining unit position in the district.

A seniority list will be prepared and kept updated ranking all continuing contract members in the district by seniority, giving all areas of certification and present teaching assignment(s); then all limited contract members in the district by seniority, giving all areas of certification and present teaching assignment(s).

5.0509 Assignment of Sub-contracting Academic Teachers

The Board of Education has sole discretion in determining the need to contract with the Hamilton County Board of Education for the services of academic teachers. Need will be based on, but not limited to, circumstances in which the District has too few students in specific classes to justify the employment of a full-time teacher.

5.06 VACANCIES, ASSIGNMENTS AND TRANSFERS

5.001 Posting of Vacancies

A vacancy shall be defined as a situation in which a position previously held by a member is designated as one to be filled because of said member's resignation, retirement, contract nonrenewal, suspension, termination, or a situation in which a new position is created.

5.0602 All vacancies shall be sent to each member via District email by the Superintendent or designee after it has been established that the vacancy shall exist.

5.0603 Each position may include information on how to apply, the deadline for submitting application, and special conditions that may apply.

5.0604 Teacher Request for Transfers

A. A transfer shall be defined as a move between buildings. An assignment shall be defined as a change of grade level or program within a building, and shall be governed by Board Policy GCI.

B. Professional Staff Assignments and Transfers

The assignment and transfer of members shall be made by the Superintendent/designee on the basis of the member's qualifications, seniority, capabilities, and the present needs of the school system. Members shall be assigned and transferred, insofar as possible, to positions that they request. It is recognized, however, that the limited size of the school system places restrictions upon the flexibility of positions. While an effort shall be made to accommodate requested assignments, the welfare of the students and the best interest of the school system must be of primary concern.

5.0605 Administrative Assigned Transfers

Same as 5.0604

5.07 CONTINUING CONTRACT ELIGIBILITY

Members shall be eligible for continuing contract status in accordance with the Ohio Revised Code Sections 3319.08 and 3319.11. No teacher shall be deemed eligible for a continuing contract, nor be deemed employed on a continuing contract by operation of law unless the teacher, on or before April 1 of the year in which the teacher's contract is to expire, the teacher forwards to the Superintendent or his/her designee a completed application for a professional, permanent, or life certificate and/or official transcripts of required coursework. The teacher may withdraw the request for continuing contract up until the date of Board action. This section shall supersede Ohio Revised Code sections 3319.08 and 3319.11 that do not require notice by April 1.

Teachers are eligible for continuing contract as follows:

- a. Those teachers who, having attained continuing contract status elsewhere, have served two years in the district; or
- b. Those teachers qualified who within the last five years have taught for at least three years in the district or center, and meets one of the following two requirements.

Option I.

- i. The teacher was initially issued a teacher's certificate or educator license prior to January 1, 2011;
- ii. The teacher holds a professional educator license issued under section 3319.22 or 3319.222 or former section 3319.22 of the Revised Code or a senior professional educator license or lead professional educator license issued under section 3319.22 of the Revised Code; and
- iii. The teacher has completed the applicable one of the following:
 - (a) If the teacher did not hold a master's degree at the time of initially receiving a teacher's certificate under former law or an educator license, thirty semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state board of education shall adopt; or
 - (b) If the teacher held a master's degree at the time of initially receiving a teacher's certificate under former law or an educator license, six semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state board shall adopt.

Option II

- i. The teacher never held a teacher's certificate and was initially issued an educator license on or after January 1, 2011.

- ii. The teacher holds a professional educator license, senior professional educator license, or lead professional educator license issued under section 3319.22 of the Revised Code.
- iii. The teacher has held an educator license for at least seven years.
- iv. The teacher has completed the applicable one of the following:
 - (a) If the teacher did not hold a master's degree at the time of initially receiving an educator license, thirty semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt; or
 - (b) If the teacher held a master's degree at the time of initially receiving an educator license, six semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt.

5.08 PROGRESSIVE DISCIPLINE

A member shall only be disciplined for cause and discipline shall not be used as harassment. Equal treatment shall be afforded all members.

5.0801 Right to a Hearing

No member shall be disciplined without first having had a hearing with an association representative of his/her choice present, if the member so requests.

5.0802 Rights to Written Statement

The member shall be given a written statement containing the charges and the time and place of the hearing. The written statement shall notify the member of his/her rights to Association representation.

5.0803 Purpose of the Progressive Discipline

Disciplinary action shall consist of a course designed to improve the quality of the member.

5.004 Progressive Discipline Procedure

Except in cases where the presence of the member on the job or at their work location shall pose a threat to the health and safety of the member or others or the member commits an act which is serious enough to warrant skipping a level determined at the sole discretion of the Superintendent, the measures of discipline shall follow in the order listed below:

Level One: The first incident of misconduct shall result in an informal discussion of the offense and a record of the discussion may be added to the member's personnel file.

Level Two: The second incident of misconduct shall result in a formal written warning being added to the member's personnel file.

Level Three: A third incident of misconduct may result in a possible suspension without pay or termination.

5.0805 Right to Grieve

A member may appeal any disciplinary action directly to Step Three of the grievance procedure.

5.09 **RETIRED EMPLOYEES RE-EMPLOYED BY THE BOARD IN BARGAINING UNIT POSITIONS**

Any individual who is retired under the Ohio State Teachers Retirement System (STRS) or any other State Teachers Retirement System in the United States and who is re-employed by the Board in a bargaining unit position shall receive a limited contract and shall at no time be eligible for nor be granted continuing contract. In the event of a reduction in force, these individuals shall be considered to be the least senior members and shall be laid off first.

5.0901 Retired rehired members employed pursuant to this provision shall be eligible for health care and dental insurance plans offered by the district pursuant to the unit's collective bargaining agreement.

5.0902 Retired rehired members employed pursuant to this provision shall receive one year limited contracts and shall not be eligible for continuing contracts, regardless of their years of service or license held. However, if rehired the following year, the retired rehired member shall move to the next longevity step on the salary schedule column.

5.0903 Returning retirees are not entitled to any severance benefits or retirement incentive benefits.

5.0904 In the event of reduction in force, the retired rehired member will not be considered to have any seniority over any other member, although the retired rehired member will be a member of the bargaining unit.

5.0905 Retired rehired members are eligible for sick leave accumulation, starting with zero balance.

5.0906 All of the terms and conditions of employment set forth in the preceding numbered paragraphs shall supersede and replace any sections of the Ohio Revised Code with which they are in conflict, including but not limited to, Ohio Revised Code sections 3317.13, 3317.14, 3319.08 and 3319.11.

5.10 DRUG FREE WORKPLACE

No member of the St. Bernard-Elmwood Place City School District engaged in work or while in the workplace shall unlawfully manufacture, distribute, dispense, possess or use any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, alcohol, or any other controlled substance as defined in federal and state law.

A member who violated the terms of this policy shall satisfactorily participate in a drug abuse assistance or rehabilitation program approved by the Board. If the member fails to satisfactorily participate in such a program, the member shall be non-renewed, suspended or terminated at the discretion of the Board.

ARTICLE VI: WORKING CONDITIONS

6.01 SCHOOL CALENDAR

6.0101 Prior to adopting a school calendar for the next school year, the administration shall provide the Association with at least three (3) proposed calendars for Association consideration.

6.0102 The Association preference will be forwarded to the Board for the Board's consideration prior to the Board making a final determination on the calendar.

6.02 TEACHER WORK YEAR

The regular work year for members shall be one hundred eighty-five (185) days in length: one hundred eighty (180) shall be days with students in attendance; two (2) shall be parent-teacher conference days; one (1) shall be an in-service day; and two (2) record-keeping days, including; one (1) day at the end of the second quarter; and one (1) day at the end of the fourth quarter.

6.03 LENGTH OF WORKDAY

6.0301 The regular workday shall be seven (7) hours and forty-five (45) minutes in length for members.

6.0302 In addition, members may be required to attend faculty meetings, parent conferences, IBA, IEP placement hearings, and other meetings occurring before or after the regular workday, which are related to their regular teaching duties.

6.04 PLANNING TIME

6.0401 Members working a full workday and assigned to teach in grades 7 to 12 shall receive planning time equal to one (1) class period during the student day.

6.0402 Members in grades K to 6 shall have one block of forty (40) minutes planning/conference time during each student day when possible, or a minimum of two hundred (200) minutes planning time per week.

6.0403 When there is a late start/early release for students and/or staff, the schedule for the day shall be compacted so that all periods are conducted and no member shall lose their entire planning period.

6.05 DUTY-FREE LUNCH

Each member of the bargaining unit shall be granted at least thirty (30) consecutive duty-free minutes for lunch each workday during which time he/she shall not be required to perform any work-related duty. The granting of the lunch period to members shall not cause the lengthening of the school day and/or the workday.

6.06 CURRICULUM COMMITTEE MEETINGS

6.0601 Serving on a graded course of study/curriculum committee(s) shall be on a voluntary basis, with final selection of participants being based upon the recommendations of the administration.

6.0602 Released time may be granted to attend curriculum meetings.

6.0603 The writing of the graded course of study shall occur during the summer unless another time is mutually agreed upon by both parties.

6.0604 Compensation on an hourly basis for hours approved by the administration for curriculum work shall be paid to those writing curriculum.

6.07 FIELD TRIPS

No member of the bargaining unit shall be required to use his/her own vehicle to transport students and/or Board employees on any school sponsored field trip.

6.08 MILEAGE REIMBURSEMENT

6.0801 Members who are regularly assigned teaching duties in more than one school building in the District during the workday and/or work week and who are required to use their personal automobile to commute between buildings to perform these duties shall be reimbursed at the rate established by IRS guidelines. This policy will be reviewed annually by July 1 and an adjustment will be made based upon the IRS guidelines if necessary. Reimbursement will be made for all miles driven commuting between buildings to perform regular teacher duties or attending approved professional meetings. Members shall not be reimbursed for travel time from home to work assignments. This provision shall not apply to regular supplemental contract duties except when attending athletic events.

6.0802 The traveling time required of any traveling member shall not cause his/her workday to exceed that of the workday as defined in this negotiated Contract, and it shall not cause his/her duty-free lunch to be fewer than thirty (30) consecutive minutes in length. A planning time shall be included in each traveling member's workday, in accordance with the "Planning Time" provision of this negotiated Contract.

6.09 COMPLAINTS ABOUT PERSONNEL

- 6.0901 The Board supports its members and their actions in such a manner that members are freed from unnecessary, spiteful, or destructive criticisms and complaints.
- 6.0902 Whenever a complaint is made directly to the Board as a whole or a Board member as a member, it shall be referred to the school administration for study and possible solution. The member involved shall be advised of the nature of the complaint within reasonable time and shall be given every opportunity for explanation, comment, and presentation of facts as he/she sees them.
- 6.0903 If resolution of the problem seems unlikely at the building level, either party is encouraged to refer the matter to the Superintendent for his/her review.
- 6.0904 If necessary, the administration, the person who made the complaint, or the member involved may request an executive session of the Board for the purpose of fuller study and a decision of this body.
- A. All parties involved shall be asked to attend such a meeting for the purposes of presenting additional facts, making further explanations, and clarifying the issues.
 - B. Hearsay and rumor shall be discounted as well as emotional feelings, except as these directly relate to the facts of the situation.
 - C. The Board shall conduct this meeting in as fair and just a manner as possible.
 - D. The Board may request a disinterested third party to act as a moderator to help it reach a mutually satisfactory solution.
 - E. If an official complaint is made, a form (Appendix "A") is to be completed by complainant.

6.10 COMPLAINTS ABOUT INSTRUCTIONAL MATERIALS

- 6.1001 It is the policy of the Board to require that books and other reading matter be chosen for values of interest and enlightenment of all students in the community. A book shall not be excluded because of the race, nationality, political, or religious views of the writer or its style and language. Every effort will be made to provide materials that present all points of view concerning the problems and issues of our times, international, national, and local, and books or other reading matter of sound factual authority shall not be prescribed or removed from library shelves or classrooms because of partisan, doctrinal approval or disapproval.
- 6.1002 Accordingly, the Board adopts the following guidelines when dealing with complaints about books or other materials:

- A. The final decision for controversial reading matter shall rest with the Board after careful examination and discussion of the book or reading matter with school officials or anyone else the Board may wish to involve.
- B. No parent or group of parents has the right to determine the reading matter for students other than their own.
- C. The Board recognizes the right of an individual parent to request that his or her child not have to read a given book, provided a written request is made to the appropriate building principal.
- D. Any parent who wishes to request reconsideration of the use of any book in the school shall make such a request in writing on a form (Appendix "B") provided through building principals.
- E. Procedures outlined in Board Policy will be forwarded when questioned materials are being reviewed.

6.11 CLASS SIZE

An instructional aide will be provided at a unit level (primary unit and intermediate unit) in a building on a shared basis if average enrollment among classes in the unit exceeds the following enrollment as of the first week of October:

<u>Grade</u>	<u>Enrollment Triggers</u>
K-3	24
4-6.....	26

6.12 DUTIES OUTSIDE TEACHING ASSIGNMENT

6.1201 Members shall not be required to perform any duties for which they are not professionally qualified, certified and/or licensed, i.e., dispensing of medications, other medical services/procedures.

6.1202 Members shall not be required to perform personal care (hygienic) services.

6.13 INTERNAL SUBSTITUTION

6.1301 Substitutes shall be employed, when available, for classroom teachers who are absent from their assigned class(es). After reasonable effort has been made to secure a substitute teacher, and no substitute is available, another employee during their planning period may be used to cover the assigned class of the absent member. This process shall be called "internal substitution." The administrator of the building to which that member is assigned shall secure the employee(s) for internal substitution in the following manner:

- A. First, an attempt shall be made by the building administrator to cover each class of the absent member voluntarily from among members in the building who are on a planning time. The building administrator shall select the member on a rotating basis,
- B. If no member voluntarily accepts said opportunity, the assignment of the class to a member shall be made on a rotating basis.

6.1302 Each member who covers an assigned period(s)/hour(s) of an absent member either by assignment or voluntarily shall be paid at a rate of twenty six dollars and fifty cents (\$26.50) per hour. Each member who covers a portion of a class period(s)/hour(s) of an absent member shall be paid at the internal substitution rate as prorated at one-half (1/2) hour increments, rounding up to the nearest half-hour. The building administrator and the Superintendent and or his/her designee shall approve payment for internal substitution, which qualifies for authorized leave.

6.1303 This provision does not preclude the collegial substitution of a member(s) for another for the incidental absence of a member for up to two (2) hours when such absence would qualify for unauthorized leave, but is not charged to authorized leave (i.e., sick, emergency, professional). The building administrator and the Superintendent or his/her designee shall approve collegial substitution. Any substitution in this manner shall be without internal substitution pay.

6.1304 Each member who participates in an internal or collegial substitution situation shall be required to complete an "Internal Substitution" form. Forms shall be submitted to the building administrator no later than two (2) workdays following the day said services were rendered. Internal substitution forms shall be available in the office of every school, and shall be accessible to all members. Payment will be received within thirty (30) days of receipt of form by Treasurer.

ARTICLE VII: LEAVES OF ABSENCE

7.01 ASSAULT LEAVE

7.0101 Pursuant to Ohio Revised Code section 3319.143, a member who is disabled as a result of a physical assault on him/her while the member is performing duties required by his/her contract with the Board of Education and occurring on school premises or during a school-sponsored function and not caused by another member of the St. Bernard-Elmwood Place School District shall be entitled to assault leave. This leave will not be available to a member who, without cause, deliberately provoked the assault that is the basis for said leave request. The member assaulted shall report the incident to the building administrator as soon as possible.

7.0102 When such assault results in absence from duty for medical reasons, such absence shall be at no loss of pay and shall not be chargeable to any other leaves to a maximum of twenty-five (25) days per school year. Additional days may be extended at the Superintendent's discretion upon being provided with a doctor's verification. In no event shall a member

receive more than his/her daily rate of pay from all sources, including Workers' Compensation, sick leave, and assault leave, which he/she may be eligible to receive.

7.0103 Medical verification, confirming that the injury was caused by the assault or a pre-existing condition was aggravated by the assault and the length of the time the member will be medically unable to perform his/her teaching duties, shall be furnished to the Superintendent or his/her designee for all such assault leave requests. The Board shall have the right to require a medical examination by a physician of its choice after the member has been absent for five (5) school days per occurrence. In such event, the Board shall pay the full cost of the examination.

7.02 EMERGENCY LEAVE

7.0201 Upon application to the Superintendent, emergency leave days shall be granted in any school year for personal business that cannot be carried out other than on a regular workday.

7.0202 To obtain these days without loss of pay, approval must be obtained before the absence occurs, when possible.

7.0203 These restricted emergency leave days shall be available to all members in the School District.

7.0204 Emergency leave days shall not be used immediately preceding or immediately following a vacation or a holiday unless taken without pay.

7.0205 Emergency leave is not to be considered as vacation time, but is for emergencies and items listed in this article. Therefore, members are expected to use the days judiciously. The filing of a false statement by a member shall be considered by the Board as grounds for disciplinary action in such form and manner as the Board may deem advisable.

7.0206 Each certified member may be granted three (3) days of emergency leave per contract year, with full pay, for reasons that are not covered by sick leave, but that are listed in this article. Such emergency leave is not charged against the member's sick leave. (Requests need to be listed as personal business, in reference to reasons listed below.) When a member has not used any personal leave in one school year, on the first day of the next school year a day of sick leave shall be added to the member's sick leave accumulation.

7.0207 The Superintendent shall approve requests for the following purposes:

- A. Religious holidays
- B. Graduation ceremonies for immediate family (as defined in 7.0305)
- C. Anniversaries, reunions, weddings, and wedding arrangements
- D. Honeymoon

- E. Illness or death beyond sick leave restrictions
- F. Travel difficulties with written explanation
- G. Visiting an institutionally confined relative of the immediate family (as defined in 7.0305)
- H. Moving and/or visiting locations for possible relocation with written satisfactory explanation
- I. School or college visitations for immediate family (as defined in 7.0305) members who are considering the school for enrollment purposes and are not currently enrolled in that school
- J. Attend school, church, or community related programs and contests in which a member of the immediate family (as defined in 7.0305) is participating
- K. Attend important events (if the event is made known and approved by the Superintendent)
- L. Emergency home repairs
- M. Educational advancement activities with written satisfactory explanation
- N. Emergency veterinary services
- O. Court appearances and/or legal matters
- P. Non-restricted emergency day without pay (see 7.0208)

7.0208 Each member may be granted two (2) personal days per year without pay, upon approval of the Superintendent. In addition, if any one of the three (3) emergency days are used prior to or after a holiday, that day would be without pay.

7.03 SICK LEAVE

7.0301 Annual Allowance

- A. Members of the bargaining unit shall earn sick leave on the following basis: one and one-quarter (1-1/4) days for each completed month of service, to a maximum of fifteen (15) days for each completed year of service.
- B. If needed, a member shall be advanced five (5) days of sick leave at the start of each school year. Such advancement shall be deducted from the monthly accumulation of that member until the advancement is repaid in full.
- C. Pursuant to the *Ohio Revised Code* section 3319.141, a member re-employed by the Board who, since leaving the employ of this Board has been continuously

employed by other boards of education of this state or a county of municipal government(s) in Ohio, will receive full credit for sick leave accumulated to a total equal to the maximum allowed the members at the time of that member's re-employment by the Board.

7.0302 Accumulation of Sick Leave

The maximum number of sick leave days accumulated shall be two hundred sixty-two (262) days.

7.0303 Approved Use of Sick Days

A. Upon approval of the responsible administrative official, sick leave may be used by all members for the following:

- (1) Personal illness
- (2) Personal injury
- (3) Exposure to contagious disease
- (4) Illness, injury or death in the immediate family
- (5) Illness or injury due to pregnancy

B. Members are to notify the designated person of their use of sick leave by 6:30 a.m. whenever possible.

7.0304 Assault Leave Days

Assault leave days due to injury incurred in the course of the member's employment shall not be charged against the member's sick leave days.

7.0305 Immediate Family

Immediate family shall be defined as follows if sick days are to be used for illness, injury and/or death in the immediate family:

Mother, father, grandmother, grandfather, sister, brother, husband, wife, child, grandchildren or anyone who has virtually held the position of parent, mother-in-law, father-in-law, grandmother-in-law, grandfather-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, aunts, uncles, nieces, nephews, cousins, or persons permanently residing in the employee's household.

7.0306 Medical Examination

A. Any member who has been absent from duty – because of injury or absence of five (5) or more consecutive days or return to work from a medical leave of absence – may be required by the Board to submit medical evidence of ability to perform his/her duties upon returning to work.

- B. Satisfactory medical evidence shall consist of a signed statement from the member's personal physician certifying that the member is able to return to work and perform his/her job duties.
- C. Satisfactory medical evidence shall consist of a signed statement from the member's immediate family member's (see 7.0305) physician certifying the illness of that family member.

7.04 SABBATICAL LEAVE

The State statute pertaining to sabbatical is provided in *Ohio Revised Code* section 3319.131. This statute will be used as a guideline in reference to requests regarding this subject.

(The exact wording of ORC 3319.131 is as follows:

"A public school teacher who has completed five years of service may, with the permission of the Board of Education and the Superintendent of Schools, be entitled to take a leave of absence with part pay, for one or two semesters subject to the following restrictions: The teacher shall present to the Superintendent for approval, a plan for professional growth prior to such a grant of permission, and at the conclusion of the leave provide evidence that the plan was followed. The teacher may be required to return to the district at the end of the leave for a period of at least one year, unless the teacher has completed twenty-five years of teaching in this state."

"The board of education may not grant such a leave unless there is available a satisfactory substitute, nor grant such leaves to more than five percent of the professional staff at any one time, nor allow a part salary in excess of the difference between the substitute's pay and the teacher's expected salary, nor grant a leave longer than one school year, nor grant a leave to any teacher more often than once for each five years of service, nor grant a leave a second time to the same individual when other members of the staff have filed a request for such a leave.")

7.05 CHILD CARE LEAVE

7.0501 Upon request, a member shall be granted a leave of absence without pay for the purpose of child care, subject to the following conditions:

- A. The member shall request, in writing, said leave at least sixty (60) days prior to the anticipated date of the birth of the baby. This notice shall be waived in the event of unexpected and/or premature birth. In the case of adoption, the member shall request said leave when notice of adoption is received.
- B. The leave request shall specify the beginning and ending dates of the leave. Such leave shall commence on the date requested by the member, and shall end at the start of a semester unless otherwise approved by the Superintendent.
- C. The maximum length of the leave shall not exceed one (1) calendar year.

7.0502 Upon return from child care leave, the member shall be returned to a position in accordance with his/her teaching certification.

7.0503 While on child care leave, each member shall have the right to participate in any or all of the group insurance plans provided he/she pays to the Board Treasurer in advance each month the full premium due for the insurance desired.

7.06 MILITARY LEAVE

This leave shall be applied as per *Ohio Revised Code*.

7.07 PROFESSIONAL LEAVE

7.0701 In accordance with Ohio Revised Code section 3313.20, the Board defines a professional meeting as follows:

A meeting, conference, seminar, discussion, class, or other gathering which an employee attends to improve, educate, advise, or assist the member so that he/she may become a better and/or more effective employee of the Board.

7.0702 A member requesting leave with pay to attend a professional meeting must file a written request with the Superintendent at least three (3) weeks in advance of the meeting indicating the dates of the requested leave, the meeting he/she wishes to attend, and the purpose of this meeting. Simultaneously, an itemized listing of anticipated expenses for attendance at said meeting shall be submitted to the Superintendent.

7.0703 If a leave request is approved, the member shall be entitled to attend the approved meeting at no loss in pay and will be reimbursed for the approved itemized expenses upon submitting to the Superintendent required receipts for each expense approved verifying payment of said expense by the member.

7.0704 The Superintendent is hereby authorized to approve or disapprove professional leave requests and the payment of expenses for attendance at same in accordance with this article.

7.08 COURT APPEARANCE/JURY DUTY

7.0801 A member that receives a subpoena to appear in court or who must attend an administrative hearing, and who is not a party to the court case or administrative hearing, shall complete a "Report of Employee Absence" form for record-keeping purposes. The member is not required to remit compensation received to the Board Treasurer. The absence will not be charged as a sick day or personal/emergency day. Adherence to this procedure will result in no loss of salary.

7.0802 A member who is required to serve on a jury shall complete a "Report of Employee Absence" form for record-keeping purposes. The member is not required to remit the compensation received to the Board Treasurer. The absence will not be charged as a sick

day or person/emergency day. Adherence to this procedure will result in no loss of salary.

7.0803 A member that is a party to a court case and who must appear in court shall apply for a personal/emergency day. If the personal/emergency day is approved, the absence will result in no loss of salary.

7.09 MEDICAL LEAVE

7.0901 Upon the written request of a member, the Board shall grant an unpaid leave of absence for a period of not more than two (2) consecutive school years where illness or other disability is the reason for that member's request. Upon subsequent request, such leave may be renewed by the Board.

7.0902 A member on medical leave shall remain in the group insurance plans provided by the Board and be allowed to continue said coverage provided the member pays the full amount of the group rate premium(s) for said coverage to the Board Treasurer in advance each month.

7.0903 Upon return to service of a member at the expiration of his/her leave of absence, he/she shall resume the contract status which he/she held prior to such leave and be assigned to a position within his/her area of teaching certification. The member returning from medical leave shall suffer no loss of seniority.

7.10 FAMILY AND MEDICAL LEAVE ACT OF 1993

The Board and the Association agree to abide by terms and conditions of the Family and Medical Leave Act.

7.11 PERFECT ATTENDANCE INCENTIVE STIPEND

7.1101 The Board will provide the following incentive for attendance:

0 absence\$400 per year

7.1102 The use of sick leave, emergency/personal day, with or without pay, constitutes an absence.

7.1103 The stipend will be paid at the end of the school year in June, through regular payroll. This stipend will be subject to federal, state, and city taxes.

ARTICLE VIII: SALARIES AND SUPPLEMENTAL SALARIES

8.01 SALARY SCHEDULE

The base salary for the 2013-2014 school year shall be subject to a 1% increase. The base salary for the 2014-2015 school year shall be subject to a 1% increase. Teachers will be permitted to advance through the salary schedule steps and columns, where appropriate.

8.02 PAY PLANS

8.0201 Members shall be paid in twenty-six (26) equal installments. When there will be a three week pay period because of an additional week in one pay period on the pay calendar, the three week pay period shall be the last pay period of the school year (August). The Board shall give written notice to members of the three week pay period by January first in the school year it is to occur.

8.0202 There shall be an electronic deposit option.

8.03 HORIZONTAL PLACEMENT/ADVANCEMENT ON SALARY SCHEDULE/TUITION REIMBURSEMENT

8.0301 One hundred twenty (120) days of teaching under contract with the St. Bernard-Elmwood Place City School District Board of Education shall be equivalent to one (1) year of experience.

8.0302 In order for a day to count towards a year of experience, the member must have worked the equivalent of at least one-half (1/2) of the regular teacher workday or be on an approved paid leave for that day.

8.0303 Members' experience in other districts as well as military service will be granted for placement on the salary schedule when originally hired in accordance with Ohio Revised Code section 3317.13.

8.0304 Salary schedule adjustments for additional semester and/or quarter hours shall be limited to the start of the school year. In order to be placed on a different column on the salary schedule, the member must file with the Board Treasurer and the Superintendent by September 15 an official transcript showing successful completion of additional course work which would entitle the member to be placed in a different column of the salary schedule.

A. In order for hours of educational credit to count for placement on the MS+15 and MA+30 semester hours column, they must meet or exceed all of the following eligibility requirements:

1. Eligible hours must have been taken and earned after having acquired a masters degree.
2. Hours earned must be graduate hours in one of the following areas:
 - a. Member's present teaching assignment
 - b. Within a teaching area for which the teacher is currently certified, with Superintendent's prior approval. Decision may be appealed to a committee comprised of the Superintendent/designee, Curriculum Coordinator, one additional administrator and two Association-appointed staff members.

- c. Curriculum development
- d. Administration and/or supervision

B. Graduate hours which do not comply with the above requirements and/or undergraduate hours may count for placement on the MA+15 and MA+30 column if those hours are approved in advance by the Superintendent for placement on the MA+15, and MA+30 column.

8.0305 In order for course work credits to be accepted for horizontal placement on the salary schedule, they must meet the following criteria:

- A. Credit must be from an accredited university or college. The credits must be from an institution that would be recognized as acceptable by the State Department for Teacher Certification.
- B. Course work must be in the area of professional education as defined in the regulations for teacher certification in Ohio; or in the area of certification in which the member is presently teaching, or in an area of certification for which the member is pursuing a planned program toward additional certification (the planned program must be verified by the college or university advisor); or has been approved in advance by the Superintendent as being pertinent to their improvement as a member in the District. Superintendent's decision may be appealed to a committee comprised of the Superintendent/designee, Curriculum Coordinator, one additional administrator, and two Association-appointed staff members.

8.0306 Upon approval by the Superintendent/designee, each member shall be reimbursed for courses taken at the graduate level as follows:

- A. Members must receive prior approval from the Superintendent/designee on form, Appendix "E", for all graduate courses for which they will seek tuition reimbursement.
- B. Members shall receive seventy-five (\$75.00) per semester hour not to exceed nine (9) semester hours per school year (August 1 to July 31), not to exceed six hundred seventy-five dollars (\$675.00) per school year; or

Forty dollars (\$40.00) per quarter hour not to exceed fifteen (15) quarter hours per school year (August 1 to July 31), not to exceed six hundred dollars (\$600.00) per school year.
- C. Graduate work must be successfully completed with a grade of "B" or better.
- D. Transcripts must be submitted, accompanied by the reimbursement form, Appendix "F", by September 15 to the Superintendent/designee. If all requirements are met, payment shall be made in full by October 31.

- E. Any member receiving college credit reimbursement and who resigns or is terminated from the District prior to the end of the school year in which payment is received, shall have the full amount of the reimbursement deducted from his/her paycheck.

8.04 SUPPLEMENTAL DUTIES

8.0401 The listed schedule of supplemental duty indices shall be in effect for the duration of this Contract.

8.0402 Members shall be compensated for supplemental duties for which they are employed in accordance with the supplemental salary schedule attached hereto as Appendix "D".

8.0403 The Board need not fill any or all positions listed on the schedule in any particular school year.

8.0404 The Board may create a supplemental position without bargaining with the Association.

8.05 PAYROLL DEDUCTIONS

8.0501 The following payroll deductions are mandated by law or are negotiated:

- A. Retirement
- B. Federal Tax
- C. State Tax
- D. City Tax(es)
- E. Medicare Tax (employees hired after April, 1986)
- F. School District Income Tax (applied to employees that live in a school district that has an income tax)
- G. Medical Insurance Monthly Premium Contribution
- H. Court Ordered Child Support Payments
- I. Court Ordered Garnishments

8.0502 The following payroll deductions are permitted and are voluntary:

- A. Tax Sheltered Annuities (from Board approved companies)
- B. Individual Retirement Account (IRA)
- C. Professional Dues
- D. Credit Union
- E. United Way
- F. OEA - FCPE
- G. Supplemental Life Insurance
- H. Purchase of Qualifying Service and Restoration of Withdrawn State Teachers Retirement System Credit
- I. Ohio Tuition Credit Program
- J. Cancer Insurance

8.0503 There are twenty-four (24) positions available on the computer for payroll deductions. The mandatory and negotiated payroll deductions take precedence over the voluntary deductions. If the number of payroll deductions for a member exceeds twenty-four (24), the member must drop one of the voluntary deductions.

- A. Additional voluntary payroll deductions not listed in 8.0502 must be negotiated.
- B. The district will make a good faith attempt to send all monies deducted to the appropriate destination within three (3) business days of pay date.

8.0504 Tax deductions on lump sum payment for leaves, resignations, retirement, severance pay, etc., shall be calculated by the options available through the Uniform State Payroll System software program.

8.0505 Changes in payroll deductions, such as changes in number of dependents for income tax purposes, must be made in writing to the office of the Board Treasurer.

8.0506 Payroll deductions for Association, SWOEA, OEA, NEA dues must be made in writing to the office of the Board Treasurer no later than September 15. Dues will be deducted from twenty (20) consecutive pay periods with final payment made by June 30. Such authorization shall continue in effect until such time that the member gives written cancellation notice to the Board Treasurer or employment with the Board terminates. Written notice of cancellation of payroll deductions for Association, SWOEA, OEA and NEA dues must be received by the Board Treasurer no later than the fourth Friday in September.

8.0507 Members employed after October 15 shall have the right to request payroll deductions for professional dues within the first two (2) pay periods after employment. The deduction schedule shall be the same as above.

8.0508 Internal Revenue Code Section 125, or Flexible Benefit Plan, allows members to pay premiums for employer-provided health plans on a pre-tax basis. Simply stated, the insurance premium is deducted before federal and state taxes are calculated.

ARTICLE IX: FRINGE BENEFITS

9.01 HOSPITAL, VISION AND PRESCRIPTION DRUG INSURANCE

9.0101 The Board, as a member of the Greater Cincinnati Insurance Consortium, shall purchase a plan as selected by the consortium for basic insurance coverage for each member now or hereafter employed and his/her family. Any and all changes shall be discussed with the Association before a vote is taken in the consortium. Should the consortium adopt a plan that is different than agreed to by the Association, the Board shall negotiate the effect of the changes made, before implementation of the changes.

If the Board no longer participates in the Greater Cincinnati insurance Consortium (GCIC), the Board will purchase a basic health coverage plan that meets (or exceeds) the specifications of the current plan being offered by the Board.

9.0102 A. The Board shall pay a percentage of the total premium cost of this insurance as listed:

Ninety percent (90%) paid by Board

B. The Board shall pay three hundred dollars (\$300.00) toward hospital admission for which a co-pay is required. The maximum allowance is set at two (2) visits per single or four (4) visits per family in a calendar year.

9.0103 The Board will pay a stipend to staff members who drop or change medical insurance coverage.

A. Any member who is now or has been eligible for a family plan, but elected not to participate, may apply for and shall receive a stipend of \$100 per month.

B. Any member who is now or has been eligible for a family plan, but who elects to change coverage to a single plan, may apply for and shall receive a stipend of \$50 per month.

C. These stipends will be paid monthly through regular payroll and will be subject to federal, state, and city taxes.

9.0104 Persons employed after July 1, 1994, who work thirty (30) hours or more per week, will receive full medical insurance coverage at the same rate as full-time staff.

A. If the member works 20-29 hours, the Board will pay fifty percent (50%) and the employee will pay fifty percent (50%).

Note: If the member is eligible for health care coverage and elects not to participate in the health care program, he or she would be eligible for the stipend referred to in item 9.0103, prorated to fifty percent (50%) or one-half rate.

B. Members who work less than 20 hours per week, will not be eligible for medical coverage.

9.02 DENTAL INSURANCE

9.0201 The Board, as a member of the Greater Cincinnati Insurance Consortium, shall purchase a plan as selected by the consortium for basic insurance coverage for each certified employee now or hereafter employed and his/her family which meets (or exceeds) the specifications of the current plan being offered by the Board.

9.0202 The Board shall pay ninety-five percent (95%) of the total premium cost of this insurance for members. If the applicable portions of the Patient Protection and Affordable Care Act (PPACA) be found unconstitutional, the percentages shall be returned to 100% Board paid premiums.

9.0203 Members employed after July 1, 1994, who work thirty (30) hours or more per week, will receive full medical insurance coverage at the same rate as full-time staff.

- A. If the member works 20-29 hours, the Board will pay fifty percent (50%) and the employee will pay fifty percent (50%).
- B. Members who work less than 20 hours per week, will not be eligible for dental coverage.

9.03 GROUP TERM LIFE INSURANCE

9.0301 The Board, as a member of the Greater Cincinnati Insurance Consortium, shall provide each member with a term life insurance policy with a face value of the employee's salary, rounded to the nearest thousand, not to exceed fifty thousand dollars (\$50,000.00).

9.0302 All members are eligible for life insurance.

9.04 SEVERANCE PAY AT RETIREMENT

9.0401 A member who resigns his/her employment with the Board of Education for the purpose of retirement and meets all of the following requirements as of his/her last workday shall be eligible for severance pay:

- A. Retirement (disability or service) from active service with the public schools of Ohio.
- B. At the time of retirement, the member must have ten (10) or more years of teaching service with the St. Bernard-Elmwood Place City School District Board of Education.
- C. The member must be eligible to participate in and receive benefits from the State Teachers Retirement System beginning the first day after his/her last day of employment with the Board.
- D. The member receives his/her first check from the State Teachers Retirement System within one hundred twenty (120) days of his/her last workday with the St. Bernard-Elmwood Place City School District Board of Education.

9.0402 In addition to the above:

- A. Members who serve ten (10) years in the District will receive one-fourth (1/4) of their total accumulated sick leave balance, plus ten (10) days additional bonus.
- B. Members who serve twenty (20) years in the District will receive one-fourth (1/4) of their total accumulated sick leave balance, plus twenty (20) days additional bonus.

- C. Members who serve thirty (30) or more years in the District will receive one-fourth (1/4) of their total accumulated sick leave balance, plus thirty (30) days additional bonus.

9.05 STRS TAX SHELTER PICK-UP

9.0501 Pursuant to Rulings 77-464 and 81-36 of the Internal Revenue Service and Opinion 82-097 of the Ohio Attorney General and as restricted by the State Teachers Retirement System (STRS) and the rules of the Board, the employee contribution of the member shall be designated as paid by the Board.

9.0502 The total annual salary and salary per pay period for each member shall be the salary otherwise payable under this negotiated Contract. The total annual salary and salary per pay period of each member shall be payable by the Board in two (2) parts: (1) Deferred Salary, and (2) Cash Salary.

A. Deferred Salary:

A member's deferred salary shall be equal to that percentage of said member's annual salary or salary per pay period that is paid to the STRS by the member. This deferred salary shall be paid by the Board to the STRS on behalf of the member as a "pick-up" of the STRS Employee Contribution.

B. Cash Salary:

A member's cash salary shall be equal to the member's total annual salary or salary per pay period less the amount of the pick-up for the member and shall be payable, subject to applicable payroll deductions, to the member.

9.0503 No member's total earnings shall be increased by application of this plan nor shall the expenditures of the Board for the member's total annual salary be increased by application of this plan. This provision shall apply uniformly to all members when this plan is implemented.

9.0504 The Board shall compute and remit its employer contribution to STRS based upon the total annual salary and the salary per pay period, including the deferred salary or "pick-up".

- A. The Board shall report for federal and state income tax purposes as a member's total annual salary less the amount of the deferred salary or "pick-up" for the indicated tax year.
- B. The Board shall report for municipal income tax purposes as a member's gross income the member's total annual income, including the amount of the deferred salary or "pick-up".
- C. The Board shall compute tax withholding based upon gross income as reported to the respective authorities.

ARTICLE X: CONCLUSION

10.01 SCOPE OF AGREEMENT

This negotiated Contract constitutes the entire agreement between the parties on all issues presented and considered during the negotiation of this negotiated Contract. It replaces and supersedes any and all previously negotiated contracts by and between the Association and the Board.

10.02 IMPLEMENTATION

10.0201 This Contract shall supersede any and all rules, regulations, policies, and practices of the Board and the administration which are contrary to and/or inconsistent with the terms and conditions of this Contract.

10.0202 This Contract shall be adopted only after ratification by the Association and subsequent official action and vote of the Board.

10.03 PROVISIONS CONTRARY TO LAW

10.0301 If any provision of this Contract shall be found to be contrary to law, then that provision shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and in effect for the term of this Contract.

10.0302 Upon the request of either party, the parties shall meet within ten (10) days to negotiate a successor provision for the provision held contrary to law.

10.04 DURATION OF CONTRACT

This negotiated Contract shall be in effect for three (3) years commencing August 1, 2013 and terminating July 31, 2015.

10.05 COPIES OF CONTRACT

10.0501 An electronic copy of the signed contract shall be posted on the teacher access section of the District Website. Individual members may print a copy of the contract.

10.0502 Further, any subsequent revision(s), including amendment(s) or memorandum(s) of understanding, shall be distributed in the same manner as provided in the foregoing paragraph.

IN WITNESS WHEREOF, the parties here, by their duly authorized offices and agents, have
affixed their signatures this _____ day of _____, 2013.

For the
ST. BERNARD-ELMWOOD PLACE
EDUCATION ASSOCIATION / OEA/NEA:

By Paul Strotman
Paul Strotman, Treasurer SBEPEA
& Negotiations Chairperson

By Becky Balzar
Becky Balzar,
Negotiations Team Member

By Christina Hartlieb-Reichardt
Christina Hartlieb-Reichardt
Negotiations Team Member

For the
ST. BERNARD-ELMWOOD PLACE CITY
SCHOOL DISTRICT BOARD OF EDUCATION:

By Ronald K Redick
Board President

By Mimi Webb
Mimi Webb, Superintendent

By Michael Mays
Michael Mays, Treasurer

NEGOTIATIONS TEAM:

Becky Balzar
Christina Hartlieb-Reichardt
Paul Strotman
Diana Watson
President SBEPEA
Bronson Gates

NEGOTIATIONS TEAM:

Mimi Webb
Michael Mays
Bronston McCord

STATE EMPLOYMENT
RELATIONS BOARD

2014 JAN 24 PM

**APPENDIX A - OFFICIAL COMPLAINT BY PUBLIC AGAINST
CERTIFIED PERSONNEL**

ST. BERNARD-ELMWOOD PLACE CITY SCHOOL DISTRICT

(To be completed by Complainant)

School: _____

Department or grade: _____

Complainant (Signature): _____ Phone: _____

Address: _____ Date: _____

Nature of Complaint:

(To be completed by Building Principal)

Conference: _____ Date: _____ Time: _____

People Present: _____

Results of Conference*

Resolution:

Date: _____ Signature of Principal: _____

*Copies to those present at conference.

**APPENDIX B - CITIZEN'S REQUEST FOR RECONSIDERATION OF
MATERIALS**

ST. BERNARD-ELMWOOD PLACE CITY SCHOOL DISTRICT

DATE: _____ SIGNATURE: _____

Initiated by: _____

Telephone _____ Address: _____

Complainant represents:

_____ himself/herself
_____ (name organization)
_____ (identify other group)

MATERIALS QUESTIONED

BOOK: Author _____ Title: _____
Copyright Date: _____

AV MATERIAL: Kind of media: _____
(film, videos, record, etc.)

TITLE: _____

OTHER MATERIAL: Identify: _____

Please respond to the following questions. If sufficient space is not provided, please use an additional sheet of paper.

1. Have you reviewed or read this material in its entirety? _____
2. To what do you object? Please cite specific passages, pages, etc. _____
3. What do you believe to be the main idea of this material? _____
4. What do you feel might result from use of this material? _____
5. What reviews of this material have you read? _____
6. For what other age group might this be suitable? _____
7. Are you aware of the teacher's purpose in using this work? _____
8. What do you believe to be the theme or purpose of this work? _____
9. What action do you recommend that the school take concerning this material?

10. In its place, what other material do you recommend that would provide adequate information on this subject?

ST. BERNARD-ELMWOOD PLACE EDUCATION ASSOCIATION AND
 ST. BERNARD-ELMWOOD PLACE BOARD OF EDUCATION
 MASTER CONTRACT EFFECTIVE 8/1/2013 – 7/31/2015

APPENDIX C-1/TEACHERS SALARY SCHEDULE [EFFECTIVE 2013-2014]

BASE@36,930

1% INCREASE

ST. BERNARD-ELMWOOD PLACE BOARD OF
 EDUCATION

	<u>BS</u>	<u>BS+15</u>	<u>BS+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA=30</u>
STEP 1	36,930	39,146	41,362	43,577	45,793	48,009
	1.000	1.060	1.120	1.180	1.240	1.300
STEP 2	38,777	40,992	43,208	45,424	47,640	49,856
	1.050	1.110	1.170	1.230	1.290	1.350
STEP 3	40,623	42,839	45,055	47,270	49,486	51,702
	1.100	1.160	1.220	1.280	1.340	1.400
STEP 4	42,470	44,685	46,901	49,117	51,333	53,549
	1.150	1.210	1.270	1.330	1.390	1.450
STEP 5	44,316	46,532	48,748	50,963	53,179	55,395
	1.200	1.260	1.320	1.380	1.440	1.500
STEP 6	46,163	48,378	50,594	52,810	55,026	57,242
	1.250	1.310	1.370	1.430	1.490	1.550
STEP 7	48,009	50,225	52,441	54,656	56,872	59,088
	1.300	1.360	1.420	1.480	1.540	1.600
STEP 8	49,856	52,071	54,287	56,503	58,719	60,935
	1.350	1.410	1.470	1.530	1.590	1.650
STEP 9	51,702	53,918	56,134	58,349	60,565	62,781
	1.400	1.460	1.520	1.580	1.640	1.700
STEP 10	53,549	55,764	57,980	60,196	62,412	64,628
	1.450	1.510	1.570	1.630	1.690	1.750
STEP 11	55,395	57,611	59,827	62,042	64,258	66,474
	1.500	1.560	1.620	1.680	1.740	1.800
STEP 12		59,457	61,673	63,889	66,105	68,321
		1.610	1.670	1.730	1.790	1.850
STEP 13		61,304	63,520	65,735	67,951	70,167
		1.660	1.720	1.780	1.840	1.900
STEP 14		63,150	65,366	67,582	69,798	72,014
		1.710	1.770	1.830	1.890	1.950
STEP 15		-	67,213	69,428	71,644	73,860
			1.820	1.880	1.940	2.000
STEP 16		-		71,275	73,491	75,707
				1.930	1.990	2.050
STEP 17	56,318	64,997	69,059	73,675	75,337	77,553
	1.525	1.760	1.870	1.995	2.040	2.100
STEP 20	57,242	66,843	70,906	76,076	77,184	79,400
	1.550	1.810	1.920	2.060	2.090	2.150
STEP 25	59,088	68,690	72,752	77,184	79,030	81,246
	1.600	1.860	1.970	2.090	2.140	2.200

ST. BERNARD-ELMWOOD PLACE EDUCATION ASSOCIATION AND
 ST. BERNARD-ELMWOOD PLACE BOARD OF EDUCATION
 MASTER CONTRACT EFFECTIVE 8/1/2130 – 7/31/20

APPENDIX C-1/TEACHERS SALARY SCHEDULE [EFFECTIVE 2014-2015]

BASE@37,300

1% INCREASE

ST. BERNARD-ELMWOOD PLACE BOARD OF EDUCATION

	<u>BS</u>	<u>BS+15</u>	<u>BS+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA=30</u>
STEP 1	37,300	39,538	41,776	44,014	46,252	48,490
	1.000	1.060	1.120	1.180	1.240	1.300
STEP 2	39,165	41,403	43,641	45,879	48,117	50,355
	1.050	1.110	1.170	1.230	1.290	1.350
STEP 3	41,030	43,268	45,506	47,744	49,982	52,220
	1.100	1.160	1.220	1.280	1.340	1.400
STEP 4	42,895	45,133	47,371	49,609	51,847	54,085
	1.150	1.210	1.270	1.330	1.390	1.450
STEP 5	44,760	46,998	49,236	51,474	53,712	55,950
	1.200	1.260	1.320	1.380	1.440	1.500
STEP 6	46,625	48,863	51,101	53,339	55,577	57,815
	1.250	1.310	1.370	1.430	1.490	1.550
STEP 7	48,490	50,728	52,966	55,204	57,442	59,680
	1.300	1.360	1.420	1.480	1.540	1.600
STEP 8	50,355	52,593	54,831	57,069	59,307	61,545
	1.350	1.410	1.470	1.530	1.590	1.650
STEP 9	52,220	54,458	56,696	58,934	61,172	63,410
	1.400	1.460	1.520	1.580	1.640	1.700
STEP 10	54,085	56,323	58,561	60,799	63,037	65,275
	1.450	1.510	1.570	1.630	1.690	1.750
STEP 11	55,950	58,188	60,426	62,664	64,902	67,140
	1.500	1.560	1.620	1.680	1.740	1.800
STEP 12		60,053	62,291	64,529	66,767	69,005
		1.610	1.670	1.730	1.790	1.850
STEP 13		61,918	64,156	66,394	68,632	70,870
		1.660	1.720	1.780	1.840	1.900
STEP 14		63,783	66,021	68,259	70,497	72,735
		1.710	1.770	1.830	1.890	1.950
STEP 15		-	67,886	70,124	72,362	74,600
			1.820	1.880	1.940	2.000
STEP 16		-		71,989	74,227	76,465
				1.930	1.990	2.050
STEP 17	56,883	65,648	69,751	74,414	76,092	78,330
	1.525	1.760	1.870	1.995	2.040	2.100
STEP 20	57,815	67,513	71,616	76,838	77,957	80,195
	1.550	1.810	1.920	2.060	2.090	2.150
STEP 25	59,680	69,378	73,481	77,957	79,822	82,060
	1.600	1.860	1.970	2.090	2.140	2.200

ST. BERNARD-ELMWOOD PLACE EDUCATION ASSOCIATION AND
ST. BERNARD-ELMWOOD PLACE BOARD OF EDUCATION
MASTER CONTRACT EFFECTIVE 8/1/2130 - 7/31/20

APPENDIX D - SUPPLEMENTAL SALARIES [2013-2015]

ST. BERNARD-ELMWOOD PLACE SCHOOL DISTRICT

2013-2014 BASE SALARY \$36,930
2014-2015 BASE SALARY \$37,300

POSITION	CODE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Athletic Coord/Jr. High	4590	5.50%	6.50%	7.50%	8.50%	9.50%
	2013-2014	\$2,031	\$2,400	\$2,770	\$3,139	\$3,508
	2014-2015	\$2,052	\$2,425	\$2,798	\$3,171	\$3,544
Athletic Director	4590	18.75%	19.50%	20.25%	21.00%	22.00%
	2013-2014	\$6,924	\$7,201	\$7,478	\$7,755	\$8,125
	2014-2015	\$6,994	\$7,274	\$7,553	\$7,833	\$8,206
Baseball	4510					
Varsity Boys		7.50%	8.00%	8.50%	9.00%	11.00%
	2013-2014	\$2,770	\$2,954	\$3,139	\$3,324	\$4,062
	2014-2015	\$2,798	\$2,984	\$3,171	\$3,357	\$4,103
Res. & Var. Asst. Boys		5.00%	5.25%	5.50%	5.75%	6.00%
	2013-2014	\$1,847	\$1,939	\$2,031	\$2,123	\$2,216
	2014-2015	\$1,865	\$1,958	\$2,052	\$2,145	\$2,238
Basketball	4510					
Varsity Boys		12.00%	12.50%	13.00%	13.50%	15.50%
	2013-2014	\$4,432	\$4,616	\$4,801	\$4,986	\$5,724
	2014-2015	\$4,476	\$4,663	\$4,849	\$5,036	\$5,782
Reserve Boys		8.00%	8.50%	9.00%	9.50%	10.50%
	2013-2014	\$2,954	\$3,139	\$3,324	\$3,508	\$3,878
	2014-2015	\$2,984	\$3,171	\$3,357	\$3,544	\$3,917
9th Grade Boys		6.50%	7.00%	7.50%	8.00%	8.80%
	2013-2014	\$2,400	\$2,585	\$2,770	\$2,954	\$3,250
	2014-2015	\$2,425	\$2,611	\$2,798	\$2,984	\$3,282
8th Grade Boys		5.00%	5.50%	6.00%	6.50%	7.25%
	2013-2014	\$1,847	\$2,031	\$2,216	\$2,400	\$2,677
	2014-2015	\$1,865	\$2,052	\$2,238	\$2,425	\$2,704
7th Grade Boys		4.00%	4.50%	5.00%	5.50%	6.75%
	2013-2014	\$1,477	\$1,662	\$1,847	\$2,031	\$2,493
	2014-2015	\$1,492	\$1,679	\$1,865	\$2,052	\$2,518

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Varsity Girls	4530	12.00%	12.50%	13.00%	13.50%	15.50%
	2013-2014	\$4,432	\$4,616	\$4,801	\$4,986	\$5,724
	2014-2015	\$4,476	\$4,663	\$4,849	\$5,036	\$5,782
Reserve Girls		8.00%	8.50%	9.00%	9.50%	10.50%
	2013-2014	\$2,954	\$3,139	\$3,324	\$3,508	\$3,878
	2014-2015	\$2,984	\$3,171	\$3,357	\$3,544	\$3,917
9th Grade Girls		6.50%	7.00%	7.50%	8.00%	8.80%
	2013-2014	\$2,400	\$2,585	\$2,770	\$2,954	\$3,250
	2014-2015	\$2,425	\$2,611	\$2,798	\$2,984	\$3,282
8th Grade Girls		5.00%	5.50%	6.00%	6.50%	7.25%
	2013-2014	\$1,847	\$2,031	\$2,216	\$2,400	\$2,677
	2014-2015	\$1,865	\$2,052	\$2,238	\$2,425	\$2,704
7th Grade Girls		4.00%	4.50%	5.00%	5.50%	6.75%
	2013-2014	\$1,477	\$1,662	\$1,847	\$2,031	\$2,493
	2014-2015	\$1,492	\$1,679	\$1,865	\$2,052	\$2,518
Cheerleaders - Basketball						
Var. & Res. Girls Basketball	4550	5.00%	5.50%	6.00%	6.50%	7.25%
	2013-2014	\$1,847	\$2,031	\$2,216	\$2,400	\$2,677
	2014-2015	\$1,865	\$2,052	\$2,238	\$2,425	\$2,704
Var. & Res. Asst. Basketball		4.25%	4.75%	5.25%	5.75%	6.50%
	2013-2014	\$1,570	\$1,754	\$1,939	\$2,123	\$2,400
	2014-2015	\$1,585	\$1,772	\$1,958	\$2,145	\$2,425
Jr. High Girls Basketball		3.00%	3.50%	4.00%	4.50%	5.50%
	2013-2014	\$1,108	\$1,293	\$1,477	\$1,662	\$2,031
	2014-2015	\$1,119	\$1,306	\$1,492	\$1,679	\$2,052
Cheerleaders - Football	4550					
Var. & Res. Girls Football		5.00%	5.50%	6.00%	6.50%	7.25%
	2013-2014	\$1,847	\$2,031	\$2,216	\$2,400	\$2,677
	2014-2015	\$1,865	\$2,052	\$2,238	\$2,425	\$2,704
Jr. High Girls Football		3.00%	3.50%	4.00%	4.50%	5.50%
	2013-2014	\$1,108	\$1,293	\$1,477	\$1,662	\$2,031
	2014-2015	\$1,119	\$1,306	\$1,492	\$1,679	\$2,052
Class Advisor	4600					
12th Grade		2.50%	2.75%	3.00%	3.25%	4.25%
	2013-2014	\$923	\$1,016	\$1,108	\$1,200	\$1,570
	2014-2015	\$933	\$1,026	\$1,119	\$1,212	\$1,585

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11th Grade		3.00%	3.25%	3.50%	3.75%	4.75%
	2013-2014	\$1,108	\$1,200	\$1,293	\$1,385	\$1,754
	2014-2015	\$1,119	\$1,212	\$1,306	\$1,399	\$1,772
10th Grade		1.25%	1.50%	1.75%	2.00%	3.00%
	2013-2014	\$462	\$554	\$646	\$739	\$1,108
	2014-2015	\$466	\$560	\$653	\$746	\$1,119
9th Grade		1.25%	1.50%	1.75%	2.00%	3.00%
	2013-2014	\$462	\$554	\$646	\$739	\$1,108
	2014-2015	\$466	\$560	\$653	\$746	\$1,119
Computer Coord. (Bldg.)	2923	7.25%	7.75%	8.25%	8.75%	9.25%
	2013-2014	\$2,677	\$2,862	\$3,047	\$3,231	\$3,416
	2014-2015	\$2,704	\$2,891	\$3,077	\$3,264	\$3,450
Cross Country Varsity Boys & Girls	4520/4540	7.00%	7.50%	8.00%	8.50%	9.50%
	2013-2014	\$2,585	\$2,770	\$2,954	\$3,139	\$3,508
	2014-2015	\$2,611	\$2,798	\$2,984	\$3,171	\$3,544
Jr. High Boys & Girls		3.00%	3.50%	4.00%	4.50%	5.25%
	2013-2014	\$1,108	\$1,293	\$1,477	\$1,662	\$1,939
	2014-2015	\$1,119	\$1,306	\$1,492	\$1,679	\$1,958
Drama High School	4100	7.00%	7.50%	8.00%	8.50%	9.00%
	2013-2014	\$2,585	\$2,770	\$2,954	\$3,139	\$3,324
	2014-2015	\$2,611	\$2,798	\$2,984	\$3,171	\$3,357
Elementary Play		2.00%	2.25%	2.50%	2.75%	3.25%
	2013-2014	\$739	\$831	\$923	\$1,016	\$1,200
	2014-2015	\$746	\$839	\$933	\$1,026	\$1,212
Football Varsity	4510	12.00%	12.50%	13.00%	13.50%	15.50%
	2013-2014	\$4,432	\$4,616	\$4,801	\$4,986	\$5,724
	2014-2015	\$4,476	\$4,663	\$4,849	\$5,036	\$5,782
Varsity Asst.		8.00%	8.50%	9.00%	9.50%	10.50%
	2013-2014	\$2,954	\$3,139	\$3,324	\$3,508	\$3,878
	2014-2015	\$2,984	\$3,171	\$3,357	\$3,544	\$3,917
Jr. High		5.00%	5.50%	6.00%	6.50%	7.25%
	2013-2014	\$1,847	\$2,031	\$2,216	\$2,400	\$2,677
	2014-2015	\$1,865	\$2,052	\$2,238	\$2,425	\$2,704

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Jr. High Asst.		4.00%	4.50%	5.00%	5.50%	6.75%
	2013-2014	\$1,477	\$1,662	\$1,847	\$2,031	\$2,493
	2014-2015	\$1,492	\$1,679	\$1,865	\$2,052	\$2,518
Foreign Language Club 4100		1.00%	1.25%	1.50%	1.75%	5.00%
	2013-2014	\$369	\$462	\$554	\$646	\$1,847
	2014-2015	\$373	\$466	\$560	\$653	\$1,865
God/Flag/ Country	4100	1.50%	1.75%	2.00%	2.25%	4.00%
	2013-2014	\$554	\$646	\$739	\$831	\$1,477
	2014-2015	\$560	\$653	\$746	\$839	\$1,492
Golf Varsity Boys	4520	2.00%	2.50%	3.00%	3.50%	5.00%
	2013-2014	\$739	\$923	\$1,108	\$1,293	\$1,847
	2014-2015	\$746	\$933	\$1,119	\$1,306	\$1,865
JH Program Coordinator	4100	3.00%	3.25%	3.50%	3.75%	4.75%
	2013-2014	\$1,108	\$1,200	\$1,293	\$1,385	\$1,754
	2014-2015	\$1,119	\$1,212	\$1,306	\$1,399	\$1,772
Teacher Mentors Mentor Specialist	2940	2.00%	2.25%	2.50%	2.75%	3.50%
	2013-2014	\$739	\$831	\$923	\$1,016	\$1,293
	2014-2015	\$746	\$839	\$933	\$1,026	\$1,306
Teacher Mentors		1.50%	1.75%	2.00%	2.25%	2.75%
	2013-2014	\$554	\$646	\$739	\$831	\$1,016
	2014-2015	\$560	\$653	\$746	\$839	\$1,026
Music Instrumental HS	4100	4.50%	5.00%	5.50%	6.00%	8.50%
	2013-2014	\$1,662	\$1,847	\$2,031	\$2,216	\$3,139
	2014-2015	\$1,679	\$1,865	\$2,052	\$2,238	\$3,171
Instrumental Jr. High		1.00%	1.50%	2.00%	2.50%	4.00%
	2013-2014	\$369	\$554	\$739	\$923	\$1,477
	2014-2015	\$373	\$560	\$746	\$933	\$1,492
Choral HS		1.00%	1.50%	2.00%	2.50%	4.00%
	2013-2014	\$369	\$554	\$739	\$923	\$1,477
	2014-2015	\$373	\$560	\$746	\$933	\$1,492
Choral Jr. High		1.00%	1.50%	2.00%	2.50%	3.50%
	2013-2014	\$369	\$554	\$739	\$923	\$1,293
	2014-2015	\$373	\$560	\$746	\$933	\$1,306

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Choral Elem.		1.00%	1.25%	1.50%	1.75%	2.50%
	2013-2014	\$369	\$462	\$554	\$646	\$923
	2014-2015	\$373	\$466	\$560	\$653	\$933
Elemenary Music		1.00%	1.25%	1.50%	1.75%	2.50%
	2013-2014	\$369	\$462	\$554	\$646	\$923
	2014-2015	\$373	\$466	\$560	\$653	\$933
Elementary Instrumental		1.00%	1.25%	1.50%	1.75%	2.50%
	2013-2014	\$369	\$462	\$554	\$646	\$923
	2014-2015	\$373	\$466	\$560	\$653	\$933
Steel Drum Dir.		3.00%	3.25%	3.50%	3.75%	5.00%
	2013-2014	\$1,108	\$1,200	\$1,293	\$1,385	\$1,847
	2014-2015	\$1,119	\$1,212	\$1,306	\$1,399	\$1,865
National Honor Society						
High School/Sr.	4100	2.00%	2.25%	2.50%	2.75%	3.50%
	2013-2014	\$739	\$831	\$923	\$1,016	\$1,293
	2014-2015	\$746	\$839	\$933	\$1,026	\$1,306
7th & 8th/Jr.		1.00%	1.25%	1.50%	1.75%	2.50%
	2013-2014	\$369	\$462	\$554	\$646	\$923
	2014-2015	\$373	\$466	\$560	\$653	\$933
Newspaper	4600	2.50%	3.00%	3.50%	4.00%	4.50%
	2013-2014	\$923	\$1,108	\$1,293	\$1,477	\$1,662
	2014-2015	\$933	\$1,119	\$1,306	\$1,492	\$1,679
7th & 8th Grade Parent Contact Coordinator						
4600		1.25%	1.50%	1.75%	2.00%	3.00%
	2013-2014	\$462	\$554	\$646	\$739	\$1,108
	2014-2015	\$466	\$560	\$653	\$746	\$1,119
Students Against Drunk Driving						
4600		2.00%	2.50%	3.00%	3.50%	4.00%
	2013-2014	\$739	\$923	\$1,108	\$1,293	\$1,477
	2014-2015	\$746	\$933	\$1,119	\$1,306	\$1,492
Science Olympiad						
4100		2.00%	2.50%	2.75%	3.00%	4.50%
	2013-2014	\$739	\$923	\$1,016	\$1,108	\$1,662
	2014-2015	\$746	\$933	\$1,026	\$1,119	\$1,679
Soccer						
Varsity Boys	4510	8.00%	8.50%	9.00%	9.50%	11.00%
	2013-2014	\$2,954	\$3,139	\$3,324	\$3,508	\$4,062
	2014-2015	\$2,984	\$3,171	\$3,357	\$3,544	\$4,103

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Res. & Var. Boys Asst.		5.50%	5.75%	6.00%	6.25%	6.50%
	2013-2014	\$2,031	\$2,123	\$2,216	\$2,308	\$2,400
	2014-2015	\$2,052	\$2,145	\$2,238	\$2,331	\$2,425
Varsity Girls	4530	8.00%	8.50%	9.00%	9.50%	11.00%
	2013-2014	\$2,954	\$3,139	\$3,324	\$3,508	\$4,062
	2014-2015	\$2,984	\$3,171	\$3,357	\$3,544	\$4,103
Res. & Var. Girls Asst.		5.50%	5.75%	6.00%	6.25%	6.50%
	2013-2014	\$2,031	\$2,123	\$2,216	\$2,308	\$2,400
	2014-2015	\$2,052	\$2,145	\$2,238	\$2,331	\$2,425
Softball Varsity Girls	4530	7.50%	8.00%	8.50%	9.00%	11.00%
	2013-2014	\$2,770	\$2,954	\$3,139	\$3,324	\$4,062
	2014-2015	\$2,798	\$2,984	\$3,171	\$3,357	\$4,103
Res. & Var. Asst. Girls		5.00%	5.25%	5.50%	5.75%	6.00%
	2013-2014	\$1,847	\$1,939	\$2,031	\$2,123	\$2,216
	2014-2015	\$1,865	\$1,958	\$2,052	\$2,145	\$2,238
Stage Crew Manager	4100	3.00%	3.25%	3.50%	3.75%	4.00%
	2013-2014	\$1,108	\$1,200	\$1,293	\$1,385	\$1,477
	2014-2015	\$1,119	\$1,212	\$1,306	\$1,399	\$1,492
Student Council Elem. & High School	4600	2.00%	2.50%	3.00%	3.50%	4.50%
	2013-2014	\$739	\$923	\$1,108	\$1,293	\$1,662
	2014-2015	\$746	\$933	\$1,119	\$1,306	\$1,679
Substitute Caller	2214	10.08%	10.58%	11.08%	11.58%	12.08%
	2013-2014	\$3,723	\$3,907	\$4,092	\$4,276	\$4,461
	2014-2015	\$3,760	\$3,946	\$4,133	\$4,319	\$4,506
Technical Director	4100	3.00%	3.25%	3.50%	3.75%	4.00%
	2013-2014	\$1,108	\$1,200	\$1,293	\$1,385	\$1,477
	2014-2015	\$1,119	\$1,212	\$1,306	\$1,399	\$1,492
Tennis Varsity Boys	4520	4.50%	5.00%	5.50%	6.00%	7.50%
	2013-2014	\$1,662	\$1,847	\$2,031	\$2,216	\$2,770
	2014-2015	\$1,679	\$1,865	\$2,052	\$2,238	\$2,798

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Varsity Girls	4540	4.50%	5.00%	5.50%	6.00%	7.50%
	2013-2014	\$1,662	\$1,847	\$2,031	\$2,216	\$2,770
	2014-2015	\$1,679	\$1,865	\$2,052	\$2,238	\$2,798
Res. & Var. Asst.	4550	3.75%	4.25%	4.75%	5.25%	5.75%
	2013-2014	\$1,385	\$1,570	\$1,754	\$1,939	\$2,123
	2014-2015	\$1,399	\$1,585	\$1,772	\$1,958	\$2,145
Titan Leadership Corps (TLC)	2190	5.00%	5.25%	5.50%	5.75%	6.00%
	2013-2014	\$1,847	\$1,939	\$2,031	\$2,123	\$2,216
	2014-2015	\$1,865	\$1,958	\$2,052	\$2,145	\$2,238
Titan's Plus Club	4100	2.00%	2.25%	2.50%	2.75%	3.50%
	2013-2014	\$739	\$831	\$923	\$1,016	\$1,293
	2014-2015	\$746	\$839	\$933	\$1,026	\$1,306
Track Varsity Boys & Girls	4550	8.50%	9.00%	9.50%	10.00%	11.00%
	2013-2014	\$3,139	\$3,324	\$3,508	\$3,693	\$4,062
	2014-2015	\$3,171	\$3,357	\$3,544	\$3,730	\$4,103
Varsity Boys & Girls Asst.		5.00%	5.50%	6.00%	6.50%	7.00%
	2013-2014	\$1,847	\$2,031	\$2,216	\$2,400	\$2,585
	2014-2015	\$1,865	\$2,052	\$2,238	\$2,425	\$2,611
Jr. High Boys & Girls		5.00%	5.25%	5.50%	5.75%	6.25%
	2013-2014	\$1,847	\$1,939	\$2,031	\$2,123	\$2,308
	2014-2015	\$1,865	\$1,958	\$2,052	\$2,145	\$2,331
Jr. High Boys & Girls Asst.		4.00%	4.50%	5.00%	5.50%	6.00%
	2013-2014	\$1,477	\$1,662	\$1,847	\$2,031	\$2,216
	2014-2015	\$1,492	\$1,679	\$1,865	\$2,052	\$2,238
Volleyball Varsity Girls	4530	8.00%	8.50%	9.00%	9.50%	10.00%
	2013-2014	\$2,954	\$3,139	\$3,324	\$3,508	\$3,693
	2014-2015	\$2,984	\$3,171	\$3,357	\$3,544	\$3,730
Reserve Girls		5.00%	5.50%	6.00%	6.50%	7.00%
	2013-2014	\$1,847	\$2,031	\$2,216	\$2,400	\$2,585
	2014-2015	\$1,865	\$2,052	\$2,238	\$2,425	\$2,611
8th Grade Girls		3.00%	3.50%	4.00%	4.50%	5.50%
	2013-2014	\$1,108	\$1,293	\$1,477	\$1,662	\$2,031
	2014-2015	\$1,119	\$1,306	\$1,492	\$1,679	\$2,052
7th Grade Girls		2.50%	3.00%	3.50%	4.00%	5.00%
	2013-2014	\$923	\$1,108	\$1,293	\$1,477	\$1,847
	2014-2015	\$933	\$1,119	\$1,306	\$1,492	\$1,865

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Wrestling	4510					
Varsity Boys		10.00%	10.50%	11.00%	11.50%	12.25%
	2013-2014	\$3,693	\$3,878	\$4,062	\$4,247	\$4,524
	2014-2015	\$3,730	\$3,917	\$4,103	\$4,290	\$4,569
Jr. High & Var, Asst.		7.25%	7.75%	8.25%	8.75%	9.25%
	2013-2014	\$2,677	\$2,862	\$3,047	\$3,231	\$3,416
	2014-2015	\$2,704	\$2,891	\$3,077	\$3,264	\$3,450
Yearbook	4600	6.00%	6.50%	7.00%	7.50%	8.00%
	2013-2014	\$2,216	\$2,400	\$2,585	\$2,770	\$2,954
	2014-2015	\$2,238	\$2,425	\$2,611	\$2,798	\$2,984
Summer School		0.0006634	0.0006824	0.0007013	0.0007203	0.0007390
	2013-2014	\$24.50	\$25.20	\$25.90	\$26.60	\$27.29
	2014-2015	\$24.74	\$25.45	\$26.16	\$26.87	\$27.56

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(Per Hour)

Other Extra Duties	2013-2014 2014-2015	\$26.50 \$26.50	Tutors	2013-2014 2014-2015	\$26.50 \$26.50
Curriculum Writing	2013-2014 2014-2015	\$26.50 \$26.50	Detention	2013-2014 2014-2015	\$26.50 \$26.50
Enrichment	2013-2014 2014-2015	\$26.50 \$26.50	Home Instruction	2013-2014 2014-2015	\$26.50 \$26.50
Homework Asst.	2013-2014 2014-2015	\$26.50 \$26.50	Curriculum Development	2013-2014 2014-2015	\$26.50 \$26.50
Saturday School	2013-2014 2014-2015	\$26.50 \$26.50	LPDC	2013-2014 2014-2015	\$26.50 \$26.50

APPENDIX E - GRADUATE COURSE PRE-APPROVAL

ST. BERNARD-ELMWOOD PLACE CITY SCHOOL DISTRICT

To: Superintendent of Schools
St. Bernard-Elmwood Place City Schools

FR: _____

DA: _____

I wish to have prior approval for the following courses to be taken at:

_____ during _____
(college or university) (date)

Course	Hours of Credit	Qtr./Sem.
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

APPROVED

DISAPPROVED

Signed: _____
(Superintendent/Designee)

(Date)

APPENDIX F - TUITION REIMBURSEMENT REQUEST

ST. BERNARD-ELMWOOD PLACE CITY SCHOOL DISTRICT

To: Superintendent of Schools
St. Bernard-Elmwood Place City Schools

FR: _____

DA: _____

In order to qualify for tuition reimbursement, the courses listed below must have been pre-approved by the Superintendent of Schools/designee and must have been successfully completed with a grade of "B" or better and were in an approved graduate program.

Course	Hours of Credit	Qtr./Sem.
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Attached are the official transcripts for the above courses.

Signed _____
(Superintendent/Designee)

(Date)

APPENDIX G - GRIEVANCE FORM - STEP 2

ST. BERNARD - ELMWOOD PLACE CITY SCHOOL DISTRICT

Grievant: _____ Date Filed: _____

Building(s) _____

Date Grievance Occurred: _____

Statement of Grievance: _____

Relief Sought: _____

Signature of Grievant Date

Signature of Association President Date

Disposition of Principal/Supervisor _____

Signature of Principal/Supervisor Date

C: Superintendent