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MASTER CONTRACT

between

LOVELAND EDUCATION ASSOCIATION

an affiliate of the

Southwestern Ohio Education Association,
The Ohio Education Association
The National Education Association

and

THE BOARD OF EDUCATION

of the

LOVELAND CITY SCHOOL DISTRICT

Effective

JULY 1, 2014

Through

JUNE 30, 2016

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SECTION I

Article 1 Recognition Agreement

Article 2 Association Rights

Article 3 Grievance Procedure

Article 4 Reduction in Force

Article 5 Disciplinary Action

Article 6 Working Conditions

Article 7 Evaluation

Article 8 No Discrimination/No Reprisal

Article 9 Board Policies

ARTICLE 1
RECOGNITION AGREEMENT

The Board of Education of the Loveland City School District and the Loveland Education Association hereby establish the following procedures for collective bargaining between the parties:

A. Recognition:

1. In that the Loveland Education Association, an affiliate of the NEA/OEA/SWOEA, has been certified by SERB, the Loveland Board of Education, hereinafter referred to as the "Board" hereby recognizes the Loveland Education Association, hereinafter referred to as the "Association" as the sole collective bargaining agent of those bargaining unit members specified in paragraph 3, they being referred to as "bargaining unit members" or "employees."
2. The Association recognizes that the Board is the duly elected body charged with the authority and responsibility to establish the educational and other policies of the Loveland City School District, and it is further charged by law with the sole authority and responsibility to establish the rules and regulations by which the school district shall be governed; accordingly, subject only to the limitations specifically set forth in this Contract. The Association recognizes that the Board retains all of the authority delegated to it pursuant to the Law, including but not limited to Sections 3313.20, 3313.47 and 4117.08 of the Ohio Revised Code.

3. The working practices set forth in this Contract shall apply to both full and part-time certificated/licensed bargaining unit members whether under contract or on leave employed by the District for any work currently being performed by bargaining unit members except those in the following positions:

   a. Superintendent
   b. Assistant Superintendents
   c. Principals
   d. Assistant Principals
   e. Administrative Directors
   f. Supervisors
   g. Managers
   h. Occupational Therapists
   i. Aides
   j. Tutors
   k. Psychologists
   l. All other administrators who are required to have administrative certification for employment and evaluate personnel on a regular basis.
   m. Substitute/Occasional Employees - Except where otherwise specifically provided by in this Contract, the conditions of employment and compensation for substitute/occasional employees shall be as stipulated by the Board at the time of employment or as modified subsequently by mutual understanding between the Board and the employee. When a substitute employee has been assigned to one specific position for a period of sixty days, that employee then becomes a Long Term Substitute, on the sixty-first day.

4. Only the following articles of this contract shall apply to long term substitutes, except they will be paid on the first step of the salary schedule at the BA-0 step.

   a. Grievance - article 3
   b. Reduction in Force - article 4
   c. Pay Periods - article 10
   d. Travel Reimbursement – article 17
   e. Insurance and Fringe Benefits – article 20
   f. Emergency Period Substitute – article 28
   g. Parent Conferences - article 29
   h. Substitute Calling Procedure – article 33
   i. Prep and Conference Time – article 35
   j. All Leaves - articles 42 - 49

5. Bargaining unit member coordinators of categorical grant programs will be covered by the terms and conditions of this contract.

B. Procedures for conducting Negotiations

1. Negotiating Teams - The Board, or designated representatives(s) of the Board, will meet with representatives designated by the Association for the purpose of discussing and reaching mutually satisfactory agreements. Representatives shall be limited to five (5) representatives each of the Board and the Association, unless mutually agreed otherwise.

2. All issues proposed for discussion shall be reduced to writing in comprehensive style by each party, the Board and the Association, and presented to the other party at the first meeting. Mutual consent shall be necessary for the parties to discuss any additional proposal not presented at the first meeting. The second meeting and all necessary subsequent meetings shall be called at times mutually agreed to by the parties.

3. Negotiations Procedures - Designated representatives of the Board shall meet at such mutually agreed upon places and times with representatives of the Association for the purpose of affecting a free exchange of facts, opinions, proposals and counter-proposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. All negotiation meetings are to be in executive-type sessions. Following the initial meetings as described above, such additional meetings shall be held as the parties may require to reach an understanding on the issue(s) or until an impasse is reached. Meetings shall be held at a time when Association representatives do not have normal teaching duties, except as described in Article 2 paragraph I. Both parties shall have the right to caucus at any time. If agreement is not reached after 60 days or 45 days prior to the expiration of the Contract, whichever comes first, either party may declare impasse.

C. Exchange of Information

Both parties shall furnish each other, upon reasonable request, available information pertinent to the issue(s) under consideration.

D. Consultants

The parties may call up to three (3) consultants to assist in preparing for negotiations, and to utilize them for consultations during negotiation sessions as they so choose. The expense of such consultants shall be borne by the party requesting them.

E. Reaching Agreement

1. Tentative agreement on negotiation items shall be reduced to writing and initialed by the representatives of each party, but such initialing shall not be construed as final agreement.

2. When a Tentative Agreement is reached, it shall be reduced to writing as a memorandum of understanding and submitted to the Association and thence to the Board. If the agreement is ratified by the Association, it shall then be submitted to the Board, which shall act upon it at the next regular Board meeting, or by a date mutually agreed upon by the two parties. If either party fails to ratify, in total, as presented to it by its negotiating representatives, a meeting of representatives of both parties shall be called within ten (10) days of the announcement. This meeting may continue negotiations or declare an impasse. When an agreement is reached, the Association and Board agree to abide by the terms of the agreement and to take the necessary action to inform its members of the terms of the agreement.

F. Disagreement

In the event an impasse is declared the impasse procedure of Chapter 4117 of the ORC will be utilized by the parties.

G. Severability

If any item(s) or provisions thereof agreed upon as a result of these negotiations shall be found contrary to law by a court of competent jurisdiction, then such provision or application shall be deemed invalid, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE 2
ASSOCIATION RIGHTS

A. The Association shall be allowed the use of school buildings for Association meetings of bargaining unit members provided there is no interference with any scheduled activities. The use of such buildings shall be arranged with the principal in advance. The decision of the building principal concerning the use of the building shall be controlling. The use of the buildings shall not be unreasonably denied.

B. Communications

1. Association materials may be distributed in a reasonable manner through the intra-district systems.

2. Any mail transported by the intra-district system shall not be opened by anyone other than the recipient unless permission to open individual mail is given by the intended recipient.

3. Board supplied envelopes or folders used to transport intra-district communications shall be returned by the recipient to the building secretary within a reasonable time.

C. The Association may use existing bulletin board space in the teacher's lounge areas, for the purpose of posting Association notices and information. If there is no existing bulletin board, the Association shall be provided adequate space to post Association notices and information.

D. The Board will supply to the Association president, when available or within a reasonable time, the following documents:

1. Training and experience grid
2. Treasurer's monthly financial reports
3. Five-Year Forecast
4. Auditor's Amended Certificates of Estimated Resources
5. Appropriation Resolution
6. Annual budget
7. Annual Summary Report and rate increase data for all insurance coverage.

E. Payroll deductions shall be provided at no cost to the Bargaining Unit Members for any purpose provided that:

1. A bargaining unit member wishing to use the payroll deduction system signs and delivers to the Board an authorization form requesting the payroll deduction.

2. The authorization form is submitted either during the month of September or during the month of January.

3. A minimum of five (5) individuals sign authorization forms for the same company, organization or tax sheltered annuity to be deducted. Bargaining unit members seeking a deduction of money for tax sheltered annuities acknowledge and agree that the employee, but not the Board, shall assume any liability if the deduction made on the employee's behalf is found to be illegal by the Internal Revenue Service.

4. Adjustments to any payroll deductions may occur at any time. These authorizations shall continue in effect until such time that the bargaining unit member gives written notice to the Treasurer of the Board to discontinue such deductions or employment with the Board is terminated.

5. Deposits of the employee deductions shall be made to the employee's TSA company within five (5) working days of the deduction from the employee's salary. Monthly deductions are to be equally divided and withheld from the paychecks on the fifth (5th) and twentieth (20th) of each month.

F. All payroll deductions for TSA's in place at the commencement of this contract shall continue to be maintained for the life of this contract unless discontinued by the Bargaining Unit Member.

G. Upon request, the Superintendent shall meet with the President of the Association to discuss matters of concern to the Association.

H. Building-level committees may bring to the appropriate administrator(s) problems and building-wide concerns over policies and operations. This practice is not designed to impair the one-to-one communications between bargaining unit member and administrator.

I. Whenever bargaining unit members are mutually scheduled by the Association and Board to participate during regularly scheduled working hours in conferences, meetings or negotiations, they shall suffer no loss of pay and the Board will cover the cost of Substitute services.

The Board will grant the Association ten (10) days for the use by bargaining unit members to conduct Association business. The Board will grant an additional four (4) days of Association leave to permit the Association president or designee to attend GCIC Board of Director Meetings. This release time will be in addition to each bargaining unit member's normal personal leave days. Use of any Association release time must be approved by the President of the Association and the Superintendent which will not be unreasonably denied.

The President of the Association and officially elected delegates or alternates to the annual OEA conventions will be granted release time without loss of pay to attend these conventions, upon approval by the Superintendent which will not be unreasonably denied. Association convention release time will be for a number of bargaining unit members equal to the number of elected delegates, for not more than three (3) days per person.

J. Upon official confirmation of a special board meeting, the Association president shall be notified of the time and location of the meeting. The Association president shall be sent a copy of the Board meeting agenda when it is mailed to the members of the Board.

K. In the event a bargaining unit member is in a scheduled class, any messages of an urgent nature shall be forwarded to the bargaining unit member's room.

In the event an officer of the Association is in a scheduled class, any telephone message designated as Association business shall be forwarded to the officer's room.

L. The Board shall set aside one duty-free evening per month so that all bargaining unit members may have the opportunity to attend Association meetings. The Superintendent and the president of the Association shall mutually agree each year to the day for each month of the calendar prior to the final development of the annual school activities calendar, but no later than June 15.

M. Fair Share Fee

1. Fair Share Fee shall be an exclusive right conferred upon the Association, as the exclusive Bargaining Agent. Each bargaining unit member upon employment, except for the current employees that do not hold membership in the Association, shall either:

a) Sign and deliver to the Association an application for continuous membership in the Association and, unless the dues are paid by cash, check, money order, or other approved method, sign and deliver to the Association a continuous authorization to the Board for payroll deduction of Association membership dues, fees and assessments. Upon receipt of the application for continuous Association membership, the Association shall, within five (5) days, notify the Treasurer of the Board of the employee's membership status and method of payment selected by that employee. The Board upon written notice from the President of the Association that a bargaining unit member has terminated membership in any or all of the Association, shall forthwith commence the check-off of the representation fee and assessments with respect to the former Association member and the amount of the fair share fee for the remainder of the school year shall be the annual representation fee and uniformly applied assessment less the amount of Association annual dues previously paid through payroll deduction.

-OR-

b) In lieu of becoming a member of Association, the Board shall check-off and deduct from the wages of the bargaining unit member, except for the employees that are not bargaining unit members at the time of this ratification, and pay to the Association an annual representation fee equivalent to the total annual dues and uniformly applied assessment of the Association.

2. All contracts of employment for positions in the Bargaining Unit from the date of ratification of this section shall contain the following language:

"This contract of employment is subject to the Master Contract between the Board of Education and the Association, the terms and conditions of which are incorporated

herein by reference as though fully rewritten herein. By signing this contract, I represent that I have been notified of the Fair Share Fee provisions contained in the Master Contract, that I will, if I elect not to become or remain a member of the LEA and its affiliated organizations, pay to the Association the prescribed annual representation fees and uniformly applied assessments for service and benefits to be conferred upon me by the LEA and its affiliated organizations as my exclusive Bargaining Agent during the term of my employment by the Board of Education."

3. The President of the Association shall annually by July 1 certify to the Board the amount of the annual representation fee for the ensuing school year.

4. The President of the Association shall within thirty (30) days of official adoption of a uniform assessment fee certify to the Board the amount of the uniform assessment fee.

5. The Board upon receipt of the certification of the amount of the representation fee and/or assessments shall, on the basis of Section 1 (a) and (b) above, automatically begin payroll deduction of the representation fee and/or assessments from the pay of every employed bargaining unit member that is affected by such section. The Board shall transfer such fee and/or assessment to the Treasurer of the Association within five (5) days of deduction the representation fee and/or assessments. Payroll deduction shall be equally divided over the bargaining unit member's pay periods beginning with the bargaining unit member's first paycheck of the employment year and lasting through the remaining pay periods for that employment year. The failure or refusal of the Treasurer to deduct the representation fee and/or assessments shall not relieve the bargaining unit member of his/her liability to the Association for the amount of the representation fee and assessments.

6. Any public employee organization representing public employees pursuant to Chapter 4117. of the Revised Code shall prescribe an internal procedure to determine a rebate, if any, for non-members which conforms to federal law, provided a non-member makes a timely demand of the employee organization. Absent arbitrary and capricious action, such determination is conclusive on the parties except that a challenge to such determination may be filed with the STATE EMPLOYMENT RELATIONS BOARD within thirty (30) days of the determination date specifying the arbitrary or capricious nature of the determination and the SERB shall review the rebate determination and decide whether it was arbitrary or capricious.

7. Any public employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion or religious body which has historically held conscientious objections to joining or financially supporting an employee organization and which is exempt from taxation under the provisions of the Internal Revenue Code shall not be required to join or financially support any employee organization as a condition of employment. Upon submission of proper proof of religious conviction to the STATE EMPLOYMENT RELATIONS BOARD, the Board shall declare the employee exempt from becoming a member of or financially supporting an employee organization. The employee shall be required, in lieu of the fair share fee, to pay an amount of money equal to such fair share fee to a non-religious charitable fund exempt from taxation under Section 501 (c) (3) of the

Internal Revenue code mutually agreed upon by the employee and the representative of the employee organization to which the employee would otherwise be required to pay the fair share fee. The employee shall furnish to the employee organization written receipts evidencing such payment, and failure to make such payment or furnish such receipts shall subject the employee to the same sanctions as would nonpayment of dues under the applicable collective bargaining agreement.

8. The Association agrees to indemnify the Board for any cost, expense, or other liability that the Board might incur as a result of the implementation and enforcement of the fair share fee clause in this section of the bargained contract.

The indemnity agreement shall provide that:

a. The Board is required to give the affiliate ten (10) days written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed.

b. The Association has the right to designate counsel to represent and defend the Board.

c. The Board agrees to (a) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (b) permit the Association or its affiliated organizations to intervene as a party if it so desires, and/or (c) to not oppose the Association or its affiliated organizations' application to file briefs amicus curiae in the action.

d. The action brought against the Board must be a direct consequence of the Board's good faith compliance with the fair share fee contract provision provided, however, that there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to a court order) or misapplies the fair share fee contract provision.

N. Representatives of the Loveland Education Association, affiliate of the NEA/OEA/SWOEA, may meet with bargaining unit members before or after the member's workday, on the member's planning time or lunch break. Prior to meeting with (a) bargaining unit member(s), the representative must report to the principal's office and indicate with whom and where the representative is meeting. The meeting shall occur only in areas where no students are present.

O. Association solicitation shall be permitted on Board premises when both the employees performing the solicitation and the employees to whom the solicitation is directed are on non-work time (such as, lunch periods, relief periods and before or after an employee’s work time). Distribution of Association institutional literature may take place only in areas where no students are present and on the employee's non-work time. Association activities shall not be conducted in a manner, which will interfere with the operation of the district or with Board facilities.

P. The Board will provide hard copies of this contract to all LEA members, at LEA expense, within thirty (30) days after the contract is signed by the parties. The contract will also be

made available to bargaining unit members through the district computer network. Official hard copy contracts of record will be maintained by the LEA President and the Superintendent/designee.

Q. Each bargaining unit member shall receive an employee directory for the current school year. The directory shall be made available on or before the first pay day in October. At the request of any bargaining unit member, his/her telephone number and/or address shall not be listed in the directory or disseminated in any way. The President of the Association shall receive two directories.

R. The Association shall have access to and the use of all equipment and technologies to facilitate communication.

The Association shall have access to paper and other office materials such as staplers, tape, correction tape, etc. The Association shall be charged actual cost to the school district for such materials.

S. A telephone shall be provided in each building for the private use of bargaining unit members.

1. Such telephones shall be in a place readily accessible to employees.
2. This phone is to be used primarily for official school district business.
3. No long distance calls shall be made from this phone unless prior consent is given by a building administrator.
4. Personal calls shall be kept to a minimum.

ARTICLE 3
GRIEVANCE PROCEDURE

The parties recognize the need for an efficient and effective method for solving problems in the Loveland School District. The following procedure is designed to achieve this end. Bargaining unit members are encouraged to attempt to settle differences or disputes before filing a grievance. If such an attempt is inappropriate or ineffective then the grievance procedure shall be used.

DEFINITIONS:

Grievance

Procedure A - An alleged violation, misinterpretation or misapplication of the written provisions of this agreement.

Procedure B - An alleged violation of a Board policy, rule, or regulation and/or an administrative policy, rule, or regulation.

Grievant - An employee or group of employees alleging a violation, misinterpretation or misapplication of the written provisions of this agreement. A grievance alleged by a group shall have arisen out of identical circumstances affecting each member of said group.

Day - A scheduled workday on the school calendar. In the event that the processing of a grievance runs past the last day of the school year, a day shall be defined as a normal workday for the administrators involved.

PROVISIONS:

A. Nothing contained herein shall be construed as limiting the individual rights of a bargaining unit member having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communications, without intervention or consultation of the Association, provided the adjustment of such complaint or problem is not inconsistent with the terms of existing personnel policies and this Contract.

B. The primary purpose of this procedure shall be to obtain at the lowest level and in the shortest period of time, resolution to grievances which may arise.

C. All bargaining unit members shall have the right to file a grievance as set forth in this procedure without fear of reprisal. For the purpose of this article, reprisal shall be defined as blatant discrimination against a grievant regarding his/her employment status and/or evaluations.

D. A grievant shall have the right of representation at any level of this procedure. This, however, shall be limited to a single representative at Steps One and Two of the procedure.

E. A grievance may be withdrawn at any level of this procedure.

F. Time lines of this procedure shall be considered as maximums, unless otherwise mutually agreed to in writing.

G. The Association will designate one or more representatives for processing grievances in each building. The name of the designated representative(s) shall be given to the principal of the building concerned and to the superintendent within one (1) week after such designation.

H. Uniform Application - The Board agrees to apply uniformly all Board policies, rules, regulations and administrative rules and regulations to all members of the Bargaining Unit throughout the Loveland School System. This Section H shall be limited to Procedure B of this procedure.

PROCEDURE:

Step One - Procedure A and B: A grievant shall initiate a grievance within fifteen (15) days of the time when the grievant is made aware or should have been aware upon the exercise of reasonable diligence of the event or situation upon which the grievance is based or such grievance is deemed waived. The written grievance shall be filed with the employee's building principal (in the case where the principal has no authority to render a decision, the superintendent) within the fifteen (15) day limit. Within five (5) days of the receipt of the written grievance, the principal (in

the case where the principal has no authority to render a decision, the superintendent) shall arrange a hearing. The grievant must be present at the hearing but may be represented by a member of the Association. The principal (in the case where the principal has no authority to render a decision, the superintendent) shall render a decision in writing (form B) within five (5) days after the conclusion of the hearing.

Step Two - Procedure A and B: If the grievant is not satisfied with the decision of the building principal, he/she may within five (5) days of receipt of the written decision (Form B) present the grievance and the building principal's decision to the superintendent of the Loveland City Schools. The superintendent shall hold a hearing with the grievant and with other parties of interest within ten (10) days of receipt of the appeal. The superintendent shall communicate his decision in writing (Form C) to the grievant and principal within ten (10) days of the adjournment of the hearing.

Step Three - Procedure A: Only grievances defined under DEFINITIONS: Grievance Procedure A, may be processed to this step of the grievance procedure.

If the grievant is not satisfied with the decision of the superintendent, he/she may within five (5) days of receipt of the written decision (Form C) present the grievance to an arbitrator by giving written notice to the superintendent.

The arbitrator shall be chosen from a list provided by the American Arbitration Association (AAA). Selection and hearing shall be in accordance with the voluntary rules and regulations of the AAA. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding.

The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The arbitrator shall in no way interfere with management prerogatives involving Board discretion nor limit or interfere in any way with the powers, duties, and rules and regulations having the force and effect of law.

The costs for the arbitration shall be borne by the losing party (hearing and arbitrator).

Step Three - Procedure B:

Those grievances defined under DEFINITIONS: Grievance Procedure B may be processed to this step of the grievance procedure.

If the grievant is not satisfied with the decision of the superintendent, he/she may within five (5) days of receipt of the written decision from the superintendent request a review of the decision by the Board. The request shall be submitted in writing to the treasurer of the Board along with copies of the grievance and its disposition at steps two and three. The Board shall hold a hearing on the grievance within one month of the receipt of the materials by the treasurer. The decision of the Board shall be in writing and shall be submitted to the superintendent and grievant within fifteen (15) days of the adjourning of the hearing.

This ends grievance procedures under Procedure B.

FORMAL GRIEVANCE PRESENTATION

STEP ONE

To be completed by grievant within fifteen (15) days of grievance occurrence.

Grievant _____ Date Grievance Is Filed _____

Home Address of Grievant _____

School _____ Principal or Other Administrator _____

Name of Representative That Assisted in Writing This Grievance _____

Specific Section of Agreement, Board or Administrative Policy, Rule or Regulation Violated:

_____

Statement of Grievance:

_____

_____

_____

_____

Remedy Sought:

_____

_____

_____

_____

_____ _____
Signature of Grievant Date

Copy Filed with the Association _____ _____
yes no

DECISION OF PRINCIPAL

To be completed by principal, or other appropriate administrator within five (5) days of formal grievance presentation.

Grievant _____

Date of Formal Grievance Presentation _____

Principal or Other Administrator _____

Decision of Principal or Other Administrator and Reasons: (use additional pages if necessary)

_____

_____

_____

_____

_____

_____

_____

_____

Date of Decision _____ Signature of Principal _____

Grievant's Response: To be completed by grievant within five (5) days of decision.

_____ I accept the above decision of principal or other administrator.

_____ I hereby appeal the above decision to Procedure _____.

Date of Response _____ Signature of Grievant _____

Copy Filed with the Association _____ _____
yes no

DECISION BY SUPERINTENDENT

To be completed by Superintendent of Schools within ten (10) days after hearing with grievant; hearing to be held within ten (10) days after receipt of appeal.

Grievant _____ Date of Formal Grievance Presentation _____

Date Appeal Received By Superintendent _____ Date of Hearing Held By Superintendent _____

Decision of Superintendent and Reasons:

_____

_____

_____

_____

_____

_____

Date of Decision _____ Signature of Superintendent _____

Grievant's Response: To be completed by grievant within five (5) days of decision.

_____ I accept the above decision of the Superintendent of Schools.

_____ I hereby appeal in accordance with Procedure Four-A to an Arbitrator.

_____ I hereby appeal in accordance with Procedure Four-B to the Board.

Date of Response _____ Signature of Grievant _____

Copy Filed with the Association _____ yes _____ no

DECISION OF ARBITRATOR
Procedure Four-A

Grievant _____ Date of Arbitration Hearing _____

Arbitrator's Response:

Binding decision of the Arbitrator is attached to this document and sent to the following:

For the Board	For the Association
_____	_____
_____	_____
_____	_____
_____	_____

Date Mailed _____

DECISION OF BOARD OF EDUCATION
Procedure Four-B

Grievant _____ Date of Formal Grievance Presentation _____

The attached grievance is hereby appealed to the Board of Education for a review and hearing.

Date of Referral to Board _____ Signature of Grievant _____

Board Response:

To be completed by Board of Education Chairman within fifteen (15) days after Board hearing with grievant; Board hearing to be held at the next regularly scheduled meeting or at an agreed to special meeting.

Date Appeal Received By Board of Education _____ Date Hearing Held By Board of Education _____

Decision of Board of Education and Reasons:

_____

_____

_____

_____

_____

_____

Date of Decision _____ Signature of Board Chairman _____

Copy Filed with the Association _____ yes _____ no

ARTICLE 4
REDUCTION IN FORCE

A. The following reasons shall apply when the Board determines it is necessary to reduce the number of certified staff positions:

1. Decline in student enrollment.
2. Return to duty of regular bargaining unit members after leaves of absence.
3. Suspension of schools, or territorial changes affecting the district.
4. Financial reasons.

B. To the extent possible, the number of bargaining unit members affected by a reduction in force will be minimized by not employing replacements for those employees who retire or resign.

C. Reductions needed beyond those available by attrition, as mentioned in B, will be made by suspending contracts. The Superintendent shall give notice of intent to suspend contracts to the Association thirty (30) days prior to the Board action and to all bargaining unit members so affected thirty (30) days prior to Board action. The Association and superintendent shall confer on the reasons for such reduction within fifteen (15) days of receipt of notice of the Superintendent's intent to recommend such reduction to the Board.

D. A list shall be prepared and kept updated ranking all tenured bargaining unit members by seniority, giving all areas of certification and present teaching assignment(s); then all non-tenured bargaining unit members in the district by seniority, giving all areas of certification and present teaching assignment(s).

E. Seniority shall be defined as continuous employment of a bargaining unit member beginning with the first date the bargaining unit member reported for duty. Continuous employment shall include all time on sick leave, Board approved leaves of absence, military leave, disability retirement to a maximum of five years, and all time during suspension if the bargaining unit member is reinstated. Seniority shall be lost when a teacher resigns or retires and is accepted in the retirement system.

F. Procedure

If it is deemed necessary by the Board to reduce staff, the Board shall proceed to suspend contracts for teachers who have been evaluated in accordance with the evaluation procedure of this agreement. Suspension of contracts shall be recommended by licensure/certification area and an order shall be based on the following:

1. First, the Board shall handle staff reductions through normal attrition (early retirement, resignations, etc.)

2. Second, limited contract teachers shall be reduced first utilizing the following order:
    a. Licensure/Certification
    b. Competency as determined by formal evaluation
    c. When evaluations are comparable, seniority in the District shall prevail

3. Third, continuing contract teachers shall be reduced by utilizing the following order:
   a. Licensure/Certification
   b. Competency as determined by formal evaluation
   c. When evaluations are comparable, seniority in the District shall prevail

4. Using the criteria in this provision, the District will establish the order in which members' contracts are suspended and will recall members in reverse order.

5. For the 2013 – 2014, 2014-2015, and 2015 – 2016 school years, all evaluations resulting in a teacher performance rating of a 4, 3, or 2 shall be deemed comparable. A summative evaluation score of 1 in the teacher performance area shall be considered less than comparable and may result in a teacher with more seniority being reduced before a teacher with less seniority in the event the teacher with less seniority scores a 4, 3, or 2 in the teacher performance aspect of the teacher's evaluation.

G. Displacement rights may be exercised by those bargaining unit members affected by the reduction who are certified to teach in a different teaching field. The affected bargaining unit member may displace the least senior bargaining unit member who is currently assigned in the affected bargaining unit member's second area of certification. The displaced bargaining unit member may also exercise displacement rights, if possible, or shall be part of the reduction in force. The displacing bargaining unit member must have completed two (2) successful years, in the second area of certification within the past five (5) years or undertake a superintendent approved in-service or training program in said teaching area. Cost for such program shall be borne by the Board.

H. The names of bargaining unit members whose contracts are suspended in reduction in force shall be placed on a recall list for up to twenty-four (24) months from the date of suspension. Bargaining unit members on the recall list shall have the following rights:

1. No new teachers will be employed in a regular position, while there are individuals on the recall list who are certified for that position.

2. Bargaining unit members on the recall list will be recalled in order of seniority (as defined in Section C) for regular vacancies, provided they are qualified and certified for that position.

3. If a vacancy occurs, the Board shall send a certified announcement to the last known address of all bargaining unit members on the recall list who are qualified according to these provisions. It is the bargaining unit member's responsibility to keep the Board informed of his/her current address and phone number. Any bargaining unit member who fails to respond in writing to the Superintendent's office within ten (10) business days, or declines a regular position, shall forfeit all recall rights.

4. A bargaining unit member on the recall list shall, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave and salary schedule placement as said bargaining unit member enjoyed at the time of layoff.

5. If the bargaining unit member desires to continue his/her group insurance benefits, he/she may do so by remitting the premiums to the treasurer of the Board. Such remittance shall not be required more than thirty (30) days in advance. Upon signature on the proper form to continue his/her group insurance benefits the bargaining unit member shall enjoy uninterrupted coverage for the period of contract suspension and when necessary, premiums on behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

I. The Administration will provide letters of recommendation for bargaining unit members affected by a reduction in force, and will attempt to provide other forms of assistance, where possible, upon the request of the bargaining unit member.

J. These reduction in force provisions shall supersede and replace in its entirety ORC 3319.17.

ARTICLE 5
DISCIPLINARY ACTION

A. The Board may take progressive disciplinary action against any bargaining unit member for violations of, or failure to comply with, any provisions of this contract or any rules and regulations adopted by the Board, or other good and just cause.

B. In any meeting between a Bargaining Unit Member and a representative of the Board at which discipline of that bargaining unit member is to be announced, an Association representative may, at the bargaining unit member's request be present.

C. The term "discipline," as used in this article, shall include dismissals and suspension for cause or written reprimands to be recorded in the personnel file of any bargaining unit member when such reprimand may be considered as a basis for future disciplinary action.

D. Procedures - Normal progressive disciplinary action will take the following steps:

1. Conference between the bargaining unit member and the appropriate administrator. This is a verbal warning with no action taken. A general record, consisting of date, time and general topic of such conference shall be maintained in the bargaining unit member's personnel file.

2. Conference between the bargaining unit member and the appropriate administrator. At this step a written reprimand shall be provided to the bargaining unit member, who will initial and date it. This does not indicate that the bargaining unit member agrees with the reprimand, only that it has been inspected by the bargaining unit member. The appropriate administrator shall date and initial the reprimand and place it in the bargaining unit member's personnel file.

3. Conference between the bargaining unit member, appropriate administrator, and Superintendent. At this step, the Superintendent may suspend a bargaining unit

member for up to ten (10) school days without pay. The outcome of this conference will be documented and provided to the bargaining unit member, who will initial and date it. This does not indicate that the bargaining unit member agrees with the documented outcome, only that it has been inspected by the bargaining unit member. The appropriate administrator shall date and initial the documented outcome and place it in the bargaining unit member's personnel file. If suspension occurs, upon the request of the bargaining unit member, the Board of Education shall review the decision.

E. It is understood that serious disciplinary matters may result in the issuance of written reprimands and/or suspension as well as termination without first following Step 1, Step 2, or Step 3 of paragraph D above.

F. Disciplinary action, except for termination, is subject to the grievance procedure as set forth in this Contract. Any termination is subject to section 3319.16 of the Ohio Revised Code.

ARTICLE 6
WORKING CONDITIONS

The Board of Education shall provide a safe and healthy place to work.

A. Adequate heating and ventilation will be provided for all classrooms and other areas where teaching takes place so that there are no extremes in temperature control.

B. Notification of use of room and materials by outside sources shall be given in advance.

C. Well-lighted, ventilated, clean teacher lounges and/or work areas will be provided where feasible.

D. Specific announcement periods over public address systems shall be established in each building by the principal. Such schedule shall be adhered to except in case of emergency.

E. Any change in teaching conditions affecting the majority of the bargaining unit members within a building shall be presented and discussed with the bargaining unit members and principal prior to implementation.

F. Properly ventilated restroom facilities shall be provided in all buildings where feasible for use of male and female staff members.

G. Except during emergency situations, and to the extent possible, the administration should schedule custodial and maintenance work at times that prevent, or minimize, student class interruption.

H. All of the buildings operated by the Board shall be smoke free.

ARTICLE 7
EVALUATION

The evaluation language provided below applies only to those teachers who are not under the requirements of 3319.111 and 3319.12 of the Ohio Revised Code et al as of the date of ratification of this agreement. The evaluation of these bargaining unit personnel shall continue to follow the existing procedure as outlined here.

A. Evaluation Committee

1. The Association and the Board agree to establish a standing joint Evaluation Development Committee for the purpose of establishing and reviewing the policy, procedure and process for the evaluation of certified teachers in the District.

2. Committee Composition

   a. The committee shall be comprised of seven (7) Association members appointed by the Association President and seven (7) members appointed by the Board or its Designee. In addition each party may appoint up to one ad hoc non-voting member to assist and/or attend committee meetings.

   b. Committee members shall be representative of elementary, middle school, secondary, and specialty areas (e.g., music, art, special education) and programs within the District.

3. Committee Operation

   a. The committee shall be chaired jointly by a committee member from the Association and a committee member from the Board.

   b. Members of the committee will receive training in the state adopted Evaluation Framework model prior to beginning their work.

   c. The committee will establish by mutual agreement a meeting calendar and timeline for work completion.

   d. Committee agendas will be developed jointly by the co-chairpersons of the committee.

   e. All decisions of the committee will be achieved by consensus.

   f. At the initial committee meeting, the committee will develop the ground rules by which the committee will operate. These ground rules will be reviewed annually.

   g. At each meeting, the committee will select an individual to act as the official recording scribe for that meeting.

   h. Members of the committee will receive release time for committee work and training.

i. Minutes of meetings will be distributed to the committee members, Association President and District Superintendent within three (3) days following meetings of the committee.

j. The committee may establish sub-committees as needed to assist with their work.

k. Sub-committees will be jointly appointed by the Superintendent/designee and the Association President/designee and shall be comprised of an equal number of Association and Board representatives.

l. The committee shall be authorized to utilize consultant(s) (examples are but not limited to educational consultants, software consultants, credentialing trainers, etc.) as it deems appropriate. The cost, if any, shall be borne by the Board.

4. Compensation

Any committee work required outside of the work day will be paid at the curriculum rate.

5. Secretarial Support

The District will provide secretarial support and assistance to the committee. Responsibilities may include: note taking, copying, committee notification, communications, distribution of materials and other duties as needed.

6. Committee Authority

a. The committee is responsible for jointly developing and recommending the policy and procedure for teacher evaluation.

b. The Evaluation Committee shall not have the authority to negotiate wages, hours or terms and conditions of employment.

B. The Board and the Association agree that any evaluation program will include the following:

1. A uniform instrument for rating bargaining unit members.

2. A philosophy of evaluation whereby the evaluator will assist the bargaining unit member in improving his/her instructional and professional performance.

3. The evaluation procedure covered in board policy and the district's instrument shall be used in evaluating all bargaining unit members.

4. The Superintendent shall be an evaluator when requested by the bargaining unit member or principal; or, when the Superintendent desires to do so.

5. Each observation shall be made in person. All monitoring or observation of the work of a bargaining unit member shall be conducted openly and with the full knowledge of the bargaining unit member.

6. A copy of a written report of any classroom observation tied to the formal evaluation process will be given to the bargaining unit member within 10 school days. A conference with the bargaining unit member and administrator will be held within these same 10 days, but not necessarily at the same time as the deliverance of such written report. The written report of the completed evaluation needs to be given to the bargaining unit member by the appropriate deadline as described in Article 7, section D. The bargaining unit member shall have the opportunity to review the evaluation report with the evaluator. All evaluations shall be based upon the valid criteria for evaluating professional growth. If the employee feels a rebuttal is necessary, he/she has ten (10) working days to present written rebuttal, which will be attached to the evaluation.

7. The written report of the formal evaluation shall include specific recommendations regarding any improvements needed in the performance of the bargaining unit member being evaluated and regarding the means by which the teacher may obtain assistance in making such improvements.

8. The self-assessment form will be placed in the personnel file only if requested by the bargaining unit member. The peer-assessment form will not be placed in the personnel file.

C. It is the right and responsibility of the Board to establish policy and procedures for evaluation and in doing so the Board looks to the administration, the employees, and the Association for comments and recommendations to improve current policy and procedures.

D. During the school year that a bargaining unit member on a limited contract is up for renewal, he/she shall be evaluated in accordance with ORC 3319.111 (except as provided in section D of this article,) provided he/she is not on leave of absence from work making it impossible for the administration to comply with ORC 3319.111. A copy of ORC 3319.111 is attached hereto in Appendix III.

E. All bargaining unit members shall be evaluated annually through a system, which includes self-assessment and informal or formal administrative assessment(s). Any bargaining unit member will have the option of acquiring and presenting a peer-assessment to the evaluator. The procedure contained in this section shall supersede conflicting provisions of ORC 3319.111.

1. Evaluation of bargaining unit members with limited contracts up for renewal includes:
   a. Self-assessment and a pre-evaluation conference with the building administrator.
   b. Formal evaluation with at least one (1) observation by January 15, and completed by January 25.
   c. Additional formal evaluation as deemed necessary by the building

administrator, with at least one observation by April 1, and completed evaluation by April 10. An additional formal evaluation is required if the Board is going to offer a contract of shorter duration than the bargaining unit member has received in the past.

2. Evaluation of bargaining unit members on multi-year limited contracts not up for renewal includes:
   a. Self-assessment
   b. Observation by an administrator for at least thirty (30) minutes on at least one (1) occasion, with the written observation being provided to the bargaining unit member.
   c. Evaluation conference with building administrator if requested by the bargaining unit member or administrator.
   d. Formal evaluation may be conducted as deemed appropriate by the building administrator.

3. Evaluation of bargaining unit members on continuing contracts includes:
   a. Self-assessment
   b. Evaluation conference with building administrator if requested by the bargaining unit member or administrator.
   c. Formal evaluation may be conducted as deemed appropriate by the building administrator.

F. An employee in a "selected position" and his/her evaluating administrator mutually may agree to waive the thirty (30) minute observation requirements per above and sections 3319.11 and 3319.111 of the Ohio Revised Code and instead permit "on-going" observation without specific observation dates and times. As used in this division, "selected position" includes the following: counselor, nurse, speech/language therapist, media specialist, building coordinator, education evaluator, and middle school athletic director.

ARTICLE 8
NO DISCRIMINATION/NO REPRISAL

A. There shall be no discrimination nor reprisal of any kind, by the Board, against any employee because of membership in the Association.

B. There shall be no discrimination nor reprisal of any kind, by the Board, against any employee because of sanctioned Association activity.

C. There shall be no discrimination nor reprisal of any kind, by the Board, against any employee because of a bargaining unit member's Association position.

D. No Bargaining Unit Member shall be prevented from wearing or displaying insignia, pins, or other identification of membership in the Association at any time by the Board.

E. The Board supports the rights conferred on the bargaining unit members by Chapter 4117 of the Ohio Revised Code.

F. No unfair labor practice charge will be filed on any matter which involves any subject matter covered by this article.

ARTICLE 9
BOARD POLICIES

As stated in Article 1, the Association recognizes the Board as the duly elected body charged with the authority and responsibility to establish the educational and other policies of the Loveland City Schools. The Board recognizes that certain regulations and policies should remain constant and unchanged throughout the course of the school year.

The Board agrees that policies 3120.06, 9130.01, and AG9130.01 are among those policies that must remain constant during the school year. The Board agrees that when changes become necessary to these policies, they will only be altered during the months of June, July and August.

SECTION II

Article 10	Pay Periods
Article 11	Changes of Pay Brackets During the Year
Article 11A	Tuition Reimbursement
Article 12	Salary Regulations
Article 13	Salary Schedule
Article 14	Retired Teachers employed by the District
Article 15	Supplemental Contracts and Salaries
Article 16	Supplemental Salary Schedule
Article 17	Travel Reimbursement
Article 18	Severance Pay
Article 19	STRS Pick-Up
Article 20	Insurance and Fringe Benefits

ARTICLE 10
PAY PERIODS

The Contract year shall be divided into twenty-four (24) equal pay periods. The first pay will be the fifth (5th) of the month. Subsequent pay-days shall fall alternately on the twentieth (20th) and fifth (5th) of each month for the remainder of the Contract year.

All employees of the district will participate in the direct deposit payment plan.

In the event that the Treasurer initiates a debit action on any of the bargaining unit member accounts designated on the bargaining unit member's direct deposit form, the Treasurer shall provide notification to the affected bargaining unit member. Such notification shall be made within two (2) working days after the debit action and shall include an explanation and/or justification for the debit action taken.

Holidays

When the pay-day falls on the week-end or on a holiday, the employee shall be paid on the last week day before the date due to be paid.

ARTICLE 11
CHANGE OF PAY BRACKETS DURING THE YEAR

Only hours earned from an accredited college recognized by the State Department of Education for certification purposes shall qualify and count towards hours on the salary schedule. However, correspondence courses may be accepted for placement on the salary schedule if the courses and the hours are approved by the Superintendent. CEUs and PDUs will not qualify as hours for placement on the salary schedule.

Employees wishing to move to another column of the salary schedule based upon additional hours shall file with the treasurer of the Board by September 15, satisfactory evidence of the completion of the qualifying additional hours. If the hours meet the conditions set forth in this paragraph, the treasurer shall place the employee on the appropriate column of the schedule, with the employee being paid on the new step of the schedule beginning with the first day of the school year.

ARTICLE 11A
TUITION REIMBURSEMENT

The Board will provide 100% tuition reimbursement to bargaining unit members, up to a maximum of three (3) credit hours each, and up to a total Board contribution of $60,000 during a contract year (July 1-June 30). Coursework must meet the definition in the first paragraph of Article 11 – Change of Pay Brackets During the Year. The bargaining unit member must have earned a "B" or better or "pass" a pass/fail class to be eligible. The annual reimbursement amounts are based on coursework completed during the contract year (July 1 – June 30). Reimbursement for coursework completed between July 1 - December 31, shall be limited to $35,000. Reimbursement for coursework

completed from January 1– June 30 shall be limited to $25,000, plus any carry over from the first period. Unencumbered funds as of June 30 up to $10,000 will carry over to the next fiscal year. Only bargaining unit members returning to the district are eligible for this program. Bargaining unit members must submit an official grade report from the granting institution, as well as proof of personal out of pocket tuition payment. Tuition Reimbursement will be paid out on a first come, first serve basis until maximums have been reached.

ARTICLE 12
SALARY REGULATIONS

A. Bargaining unit members newly employed by the Board shall be placed on the salary schedule in the manner provided in 3317.13 and 3317.14 of the Ohio Revised Code.

B. One year's teaching experience shall be defined as not less than one hundred twenty (120) days of teaching during a given school year. A year of military service is defined as eight (8) continuous months or more in active military service.

C. For proper placement on the salary schedule, the bargaining unit member being employed shall furnish an official transcript of credits, a valid teaching certificate, and if Armed Forces credit is to be granted, a copy of discharge or separation form 214, to the Superintendent of the Board no later than September 15. Upon submission of such information, the bargaining unit member shall immediately be moved to the proper placement on the salary schedule retroactive to the beginning of that bargaining unit member’s contract year.

D. A stipend of $1,000 will be paid annually, at the conclusion of the school year, to any bargaining unit member who instructed in an area in which they are Nationally Board Certified.

ARTICLE 13
SALARY SCHEDULE

The base salary of all professional employees shall be paid in accordance with the salary rates set forth in the adopted schedules. The base salary is pay for a normal teaching load. The schedule is based upon the principle of equal pay for qualifications and experience. It is the responsibility of the bargaining unit member to inform the superintendent's office of any change in qualification for salary adjustments. (Salary Schedule in Appendix 1.)

The base salary shall increase by 1% for the 2014 – 2015 school year. Salary schedule steps shall resume for the 2014 – 2015 school year.
The base salary shall increase by 1% for the 2015 – 2016 school year. Salary schedule steps shall continue for the 2015 – 2016 school year.

Maximum credit for experience outside Loveland District - 12 years. This provision shall supersede ORC 3317.13B.

ARTICLE 14
RETIRED TEACHERS EMPLOYED BY THE DISTRICT

Any employee who has retired under the Ohio State Teachers Retirement System (STRS) or any other State Teachers Retirement System in the United States and subsequently is employed in the district may be hired and paid at a rate of pay between steps 0 and 12 on the salary schedule contained in this agreement. For such retired employees only, this provision expressly supersedes section 3317.13 of the Ohio revised code and all other applicable laws.

Such teacher is only eligible for a one-year limited employment contract that shall be automatically non-renewed at the end of that year. Such employee will not resume nor be eligible for continuing contract status during any period of employment with the district. For such employees only, this provision expressly supersedes the individual contracts and contract renewal provisions of this agreement (article 25 and 26), sections 3319.11 and 3319.111 of the Ohio Revised Code, and all other applicable laws.

Such employee who is interested in obtaining insurance benefits, must opt for the insurance benefits offered by STRS or such other appropriate State Teachers Retirement System and, therefore, is ineligible for district-provided insurance benefits (Article 20) through December 31, 2008. Effective January 1, 2009, a retired employee of the district will be eligible for district provided insurance benefits (Article 20). Such employee is not eligible to receive any severance or super severance payment upon leaving the employment with the district (Articles 18 and 18A).

For purposes of reduction in force (Article 4), such employee shall begin with zero (0) years seniority in the district. For purposes of sick leave (Article 48), such employee shall be considered a beginning employee and start with zero (0) days of sick leave accumulation.

This provision of the agreement and its terms will not be grievable under the grievance procedures of this agreement nor through any claim or action filed before the State Employment Relations Board (SERB) or any court of law.

ARTICLE 15
SUPPLEMENTAL CONTRACTS AND SALARIES

A. All professional bargaining unit members assigned additional responsibilities and/or granted additional compensation for such responsibilities shall be give a written supplemental contract that is in addition to their regular contract.

B. Nothing herein contained shall be construed to prohibit the Board from offering a supplemental contract to any individual, with employees receiving first consideration. Such additional time to be paid at the rate as established by contract, provided that no individual bargaining unit member shall be required to accept a supplemental contract. Nor shall anything herein contained be construed to prohibit the addition of supplementary contract categories to the schedules as proposed. Such positions shall be a matter for negotiations. The Supplemental Salary Schedule, with a listing of supplemental positions and the dollar amounts to be paid for the performance of the supplemental duty, shall be attached to this

document.

C. Only Article 16 (Supplemental Salary Schedule) and Section B of Article 38 (Vacancies) of this Contract, and the appropriate parts of the ORC pertaining to supplemental contracts shall apply to the filling of supplemental contract positions.

ARTICLE 16
SUPPLEMENTAL SALARY SCHEDULE

A. The salaries of the supplemental positions are based on the current year experience in supplemental positions.

B. The salary is computed by multiplying the appropriate index number by the BA column, step 5 of the salary schedule in effect.

C. The supplemental salary will be adjusted one time per year at the beginning of each school year.

D. The Superintendent may recommend that a newly employed person be placed at a higher level, if that person has had previous experience in a similar position.

E. Any person with a supplemental contract, in the area of athletics, will be paid for that supplemental position by direct deposit, after approval of the athletic director. The schedule for payment will be:

SUMMER	on or before September 20
FALL	on or before November 20
WINTER	on or before March 5
SPRING	on or before May 20

Exceptions: The middle school athletic director and assistant high school athletic director are to have their salaries divided equally throughout the year. Persons with other types of supplemental contracts will be paid for those contracts in accordance with Article 16 F.

F. All supplementals will be paid by direct deposit, separate from the regular payroll, on one of the following supplemental pay-dates: September 20, November 20, March 5, May 20. Full year non-athletic supplementals will be paid by lump sum, one-third (1/3) of the total payment made on November 20, March 5, and May 20. Seasonal and individual activity supplementals will be paid by lump sum on the supplemental pay-date, which most closely follows administrative approval of completion of responsibilities. For extended time at the end of the school year, payment will be included in the June 20 regular payroll direct deposit.

(Supplemental Salary Schedules in Appendix Ia.)

ARTICLE 17
TRAVEL REIMBURSEMENT

A. In arranging schedules for bargaining unit members who are assigned to more than one building within the district, an effort will be made to limit the amount of inter-school travel. Any employee assigned to two (2) or more buildings during a day shall be reimbursed for that required travel between buildings at a rate that adheres to the IRS guidelines for vehicle reimbursement.
Travel reimbursement does not apply to supplemental contract work and travel related thereto within the Loveland City School District.

B. The Board shall provide liability insurance for all bargaining unit members who are required to transport students.

ARTICLE 18
SEVERANCE PAY

The Board will pay for accumulated sick leave upon retirement of the bargaining unit member in accordance with the following procedure:

A. Severance pay will be calculated using unused accrued sick leave up to a maximum of 250 days. The Board will pay bargaining unit members thirty five (35) days plus twenty five (25) percent of unused sick leave days above thirty five (35) at the time of retirement.

B. The daily pay rate of the bargaining unit member will be his/her base rate as of the last day of service. The daily rate for salaried bargaining unit members will be calculated by dividing the most recent base salary by the number of work days in the approved school calendar. The daily rate for hourly bargaining unit members shall be calculated on the number of hours worked while on the last regular assignment, not to exceed forty (40) hours for one week.

C. Payment for sick leave on this basis will eliminate sick leave credit accrued by the bargaining unit member at that time. Such payment may be made only once to any given bargaining unit member at the time of retirement as defined and regulated by the State Teachers Retirement System of the State of Ohio or in the event of death, a bargaining unit member's eligibility for severance pay will be determined as of the final day of his/her employment.

D. No retirement contribution will be deducted from severance pay.

ARTICLE 18A
SUPER SEVERANCE PAY

In the event a bargaining unit member resigns his/her employment with the Board for retirement purposes effective the end of the work year that he/she first becomes eligible to retire through the State Teacher's Retirement System (STRS) and who actually retires through STRS at the end of that year, he/she shall receive a lump sum payment of $8,000.00 plus severance pay as provided in the contract. In order to be eligible for such super severance pay, such member must

submit an irrevocable letter of resignation of employment for retirement purposes to the Board no later than February 15th of such year. Any bargaining unit member who elects not to resign his/her employment with the Board at the end of the work year in which he/she first becomes eligible to retire through the STRS shall forfeit his/her right to any payment pursuant to this provision and shall be entitled only to severance pay pursuant to Article 18 of this contract upon retirement.

Eligible to retire, as defined by the STRS, shall be the first happening of any of the following events:

Any age and 30 years of service
Age 55 and 25 years of service
Age 60 and 5 years of service

Payment pursuant to this provision shall be considered earned and payable in July following a full year of retirement.

No retirement contribution will be deducted from the super severance pay.

ARTICLE 19
STRS PICK-UP

A. The Board shall annuitize each certificated bargaining unit member's total contribution to STRS by deducting that amount before each bargaining unit member is paid. This procedure shall be as follows: The Board shall designate each bargaining unit member's mandatory contribution to the State Teachers Retirement System of Ohio as "picked-up" by the Board although they shall continue to be designated as employee contributions. The amount of the bargaining unit member's income reported by the Board as subject to Federal and State income tax shall be the bargaining unit member's total gross income reduced by the then current percentage of the bargaining unit member's mandatory STRS contribution. No bargaining unit member's total salary shall be increased by such "pick-up," nor shall the Board's total contribution to the STRS be increased thereby. There shall be no increased cost to the Board except incidental administrative cost necessary to implement this program.

B. If there is an adverse determination by the Courts, this pick-up provision shall be null and void. The bargaining unit members acknowledge that the Board is not liable as a result of the implementation of this program and that the bargaining unit member shall assume any liability as the result of an adverse ruling by the Internal Revenue Service.

ARTICLE 20
INSURANCE AND FRINGE BENEFITS

A. The Board shall offer the health, dental and life insurance plans through the Greater Cincinnati Insurance Consortium to the members of the Bargaining Unit. If the insurance consortium intends to make a change in coverage in the health or dental plans and either party requests it, negotiations can reopen on health and dental coverage.

The Board shall offer the health, dental and life insurance plans through the Greater

Cincinnati Insurance Consortium to the members of the Bargaining Unit. If the insurance consortium intends to make a change in coverage in the health or dental plans and either party requests it, negotiations can reopen on health and dental coverage.

B. Insurance premiums paid by the Board for part-time bargaining unit members, should they elect to participate in the particular insurance programs, shall be pro-rated proportionate to the number of hours worked per week by the bargaining unit member.

The carrier of the insurance programs shall provide the Association president all annual summary reports and rate increase data and information at the same time that it is provided to the Board.

C. When both spouses are employed by the school district, only one family plan will be offered for those insurance coverages, which do not provide co-insurance benefits. Such coverage shall be paid at the 94% level by the Board. Spouses realizing this benefit prior to July 1, 2004 shall be grandfathered at a rate of 100% of premium paid by the Board.
Beginning with the 2011-2012 school year, when both spouses are employed by the school district, only one family plan or two single plans will be offered. The Board contribution to the health insurance premium shall be five percent (5%) more than the level of the Board contribution to the health insurance plans as set forth at section I of this article.

D. Any bargaining unit member who opts not to take Board health insurance shall receive $1,000 on June 20th. The bargaining unit member must have not carried the insurance from October 1st through the last day of the school year to be eligible for the $1,000 benefit. When both spouses are employed by the school district, only one family plan or two single plans will be offered, and if either one of the bargaining unit members participates in the district's insurance, as either the insured employee or a beneficiary under a policy, neither spouse is eligible for the $1,000 benefit. In the event neither spouse carries the district's medical insurance plan, each spouse would be entitled to the $1,000 benefit. Any bargaining unit member not covered by insurance may sign up during the open enrollment period of September 1 to September 15. Any bargaining unit member who was covered by a spouse's insurance plan and loses that coverage shall be entitled to enroll in the group plan within thirty-one (31) days of the loss of coverage. Any bargaining unit member who is hired after the start of school will have thirty-one (31) days to sign up for the insurance plans. Appropriate insurance carrier's contract regarding other enrollment policy will take precedent.

E. For those that choose insurance coverage, the Board shall provide full twelve-month coverage commencing with the first day of school (or September 1, whichever is first) and ending twelve months later (or August 31, whichever is last). This insurance shall continue in effect during absences or illness, as specified in the Ohio Revised Code, for which the bargaining unit member may use sick leave. Bargaining unit members on all other leaves of absence (maternity, professional, sabbatical, personal, etc.) may choose to continue participation in this group insurance by remitting the premiums to the treasurer of the Board. Such remittance shall not be required more than thirty (30) days in advance. Upon signature on the proper form to continue his/her group insurance benefits the bargaining unit member shall enjoy uninterrupted coverage.

F. Insurance in force for the dependent(s) the date of the bargaining unit member's death will

remain in force without payment of premium until the earliest of the following dates:

1. Remarriage of the surviving spouse, in which case the coverage for all dependents terminates;
2. The date a covered person ceases to qualify as a dependent for any reason other than lack of primary support by the bargaining unit members;
3. Two years from the date of the bargaining unit member's death.

G. The coverage which is continued in force for dependent children will not be affected if the surviving spouse dies during the two year maximum continuation of coverage.

H. The Board shall allow bargaining unit members to purchase additional amounts of life insurance coverage through payroll deduction provided the number of bargaining unit members electing to take advantage of this opportunity is adequate to meet the requirements of the insuring company.

I. The Board shall pay eighty-nine percent (89%) of the premium for single coverage of the health insurance plan. The Board shall pay eighty-nine percent (89%) of the premium for family coverage of the health insurance plan, except as indicated in paragraph C. of this article.

Beginning with the 2011-2012 school year, the Board shall pay eighty-five percent (85%) of the premium for single coverage of the health insurance plan. The Board shall pay eighty-five percent (85%) of the premium for family coverage of the health insurance plan, except as indicated in paragraph C. of this article.

J. The Board shall pay one-hundred percent (100%) of the cost for the life and dental insurance offered by the consortium.

K. The amount of the insurance purchased per bargaining unit member shall be $50,000.00 term life insurance.

L. The Board will implement a "125 Plan" as allowed by law.

M. The Board will implement an Accumulated Leave Plan. The defined group will be 55 years of age.

SECTION III

Article 21	Job Descriptions
Article 22	Contract Year
Article 23	Contract Day
Article 24	Meetings Outside the Contract Day
Article 25	Contracts
Article 26	Contract Renewal
Article 27	Class Size
Article 28	Emergency Period Substitutes
Article 29	Parent Conferences and Observations

ARTICLE 21
JOB DESCRIPTIONS

A. All bargaining unit members in a new position will receive a copy of the job description for their teaching assignment by September 1 of each school year. All other bargaining unit members will have access to their job descriptions.

B. Prior to the beginning of a new duty, any Bargaining Unit Member being transferred will receive the job description for the new position.

C. Each job description will include "other duties as appropriate".

D. Bargaining unit members will not be required to perform invasive medical procedures, but are required to take reasonable measures to protect the health and safety of pupils including reasonable responses to emergency situations. Changes in the Board's medication policy effecting bargaining unit members will be bargained with the Association. This provision does not apply to school nurses who are required to perform the duties contained in their job description.

ARTICLE 22
CONTRACT YEAR

A. The work year for bargaining unit members on regular teaching contracts shall be as follows: a minimum 175 instructional days,. and maximum 184 teacher contract days, including ½ day for LEA directed meetings, with the agenda set in collaboration with administration.

B. If more than the above days are added to the school calendar the employee shall be paid an additional 1/184th of their annual salary multiplied by the number of additional days. Extended service and supplemental contracts shall not be considered as additional days on the school calendar.

C. The work year shall commence not prior to August 18th.

D. All scheduled days shall be during the regular work week of Monday through Friday, exclusive of scheduled school holidays. Exceptions to this shall only be through alterations in the school calendar due to calamities, energy, emergencies, or job action.

E. The official closing of schools by the Superintendent of Schools on account of severe weather or other emergency conditions shall not result in loss of pay.

F. It is the responsibility of the Board to adopt a school calendar. The Superintendent welcomes input from the Association concerning the development of the calendar and will permit bargaining unit members to make suggestions and recommendations on the calendar. The superintendent shall make a copy of the proposed calendar available to the President of the Association prior to its adoption by the Board. The calendar for the following school year shall be adopted by March 31 of the current school year.

ARTICLE 23
CONTRACT DAY

A. The bargaining unit member's regular work week shall be thirty-seven (37) hours and thirty (30) minutes. The bargaining unit member's workday shall be seven (7) hours and thirty (30) minutes. Workday includes a duty-free lunch period of not less than thirty (30) continuous minutes.

B. The bargaining unit member's workday shall begin no sooner than thirty (30) minutes before the building instructional day and end no later than twenty (20) minutes after the building instructional day.

C. The time limits in Section B may be altered by the building principal so long as such change does not increase the length of the bargaining unit member workday, as set forth in Section A. Prior notice shall be given of any such change.

D. Bargaining unit members shall sign in within reasonable time of arrival at school. Such sign in shall only indicate the bargaining unit member's presence in school and shall not be used to discipline a bargaining unit member unless there is a persistent practice of tardiness evident.

When Loveland City Schools are operating on a delayed schedule, sign in time for bargaining unit members shall be delayed the same amount of time. In cases where the bargaining unit member is considered to be in violation of making a reasonable approach to meet the time obligation, the principal shall relate his concern to the bargaining unit member as per Article 5.

E. The terms of this provision may be altered or amended due to emergency conditions. If the emergency condition exists for more than five (5) consecutive working days, any changes to this provision shall only be by mutual agreement between the Board and the Association.

ARTICLE 24
MEETINGS OUTSIDE CONTRACT DAY

The following guidelines shall be utilized for scheduling staff meetings after the teacher workday.

A. Bargaining unit members may be required to remain after the end of their regular workday without additional compensation not more than one (1) day every two (2) weeks to attend faculty or other professional meetings of not more than thirty (30) minutes duration. All such meetings shall begin no later than fifteen (15) minutes after student dismissal time.

B. The above mentioned meetings will not include those obligations associated with extended service of department chairpersons and grade level supervisors' supplemental contracts.

C. Bargaining unit members are expected to attend additional meetings on an as-needed basis. These additional meetings would be emergency in nature and related to the total operation of the schools.

D. Bargaining unit members and other certificated staff members are required to attend one Open House meeting as well as other "public relations" type meetings on an as-scheduled basis which are related to the building, grade level, or teachers' curriculum area. There will be a maximum of two (2) other such "public relations" meetings where attendance is required.

ARTICLE 25
CONTRACTS

A. Succession of Limited Contracts

Limited contracts shall be issued on the following basis:

Initial Contract	One (1) year
Second Contract	One (1) year
Third Contract	One (1) year (unless eligible for continuing contract)
All additional contracts	One (1) to Five (5) years (at the discretion of the administration)

B. When an employee becomes eligible for a continuing contract during the life of a Limited Contract, the Superintendent will review for the possible issuance of a Continuing Contract at that time.

C. In order to be considered for and eligible to receive a Continuing Contract, the bargaining unit member must notify the superintendent or designee in writing by January 1, that he/she will be eligible for and wishes to be considered for a Continuing Contract for the next school year. Academic/Certification criteria must be met by the date the Board acts on contracts in April. Failure to provide this notification shall constitute a waiver of any claimed statutory right to a Continuing Contract and shall result in the issuance of a Limited Teaching Contract for the next school year if the bargaining unit member is renewed.

ARTICLE 26
CONTRACT RENEWAL

The non-renewal of a bargaining unit member's limited contract shall be in accordance with sections A. and B. below:

A. The bargaining unit member shall be notified in writing of the recommendation for non-renewal at least ten (10) calendar days prior to official Board action. The notice shall include a statement of the circumstances for non-renewal; and

B. The bargaining unit member shall have the opportunity to appear before the Board with a representative of their choosing in public or executive session to offer rebuttal testimony and documentation, prior to official Board action.

C. This procedure shall supersede ORC 3319.11, 3319.111

ARTICLE 27
CLASS SIZE

A. Because the early years are the crucial ones for developing learning behavior, and inasmuch as the pupil-teacher ratio is directly related to the volume of a bargaining unit member's work, efforts will be made to achieve a goal of twenty-five (25) pupils as a maximum for grades K-5.

B. In grades 6-12, inasmuch as the pupil-teacher ratio is directly related to the volume of a bargaining unit member's work, efforts will be made to achieve a goal of thirty (30) pupils per class as the maximum.

C. At the option of the Administration, up to an eight period day in grades 6 - 12 may be implemented, providing every attempt is made to achieve a goal of 180 students as a maximum daily load for a bargaining unit member.

ARTICLE 28
EMERGENCY PERIOD SUBSTITUTES

A. Bargaining unit members who are requested by their building principal or assigned to teach the class(es) of another bargaining unit member on a temporary basis, shall receive compensation for their services. To qualify for compensation one of the following criteria must be met:

1. There are no qualified substitute teachers available.
2. A bargaining unit member who teaches a class when his/her regular schedule calls for him/her to have a conference period.
3. In grades K-6, students shall be temporarily assigned for more than one hour.

B. For K-6 bargaining unit members who serve as substitutes, they will be paid on the following basis:

1. If the students of bargaining unit member "A" are divided among other bargaining unit members, the bargaining unit members' rate of pay shall be $14.00 per hour divided by the number of bargaining unit members for each hour of substituting.
2. If the students of bargaining unit members "A" and "B" are divided among those bargaining unit members, the rate of pay shall be two multiplied by $14.00 per hour divided by the number of bargaining unit members for each hour of substituting.

C. For 7-12 grade bargaining unit members, the rate of pay shall be $14.00 per hour.

D. A bargaining unit member has the right to refuse to substitute without any reprisal from the administration.

E. Time records for service as an internal substitute will be maintained. Exact times for each time span of service shall be recorded. Pay will be based on exact number of minutes or hours served. The building principal shall certify each request for payment to the Board office.

F. The provisions of this Article shall not apply when bargaining unit members are needed to cover classes for grades/departments to meet for staff development.

ARTICLE 29
PARENT CONFERENCES AND OBSERVATIONS

Although cooperation and communication between parents and bargaining unit members is an important facet of education and shall be encouraged at all levels, the normal discharge of an employee's daily responsibilities must be protected. Therefore, employees shall have the right to establish a time and place convenient to them and the parents for parent conferences or classroom observations requested by parents. The administration will assist the bargaining unit member and parent in these matters.

Nothing in this article shall permit the employee to refuse to schedule a conference or observation requested by a parent nor does this apply to regularly scheduled Parent/Teacher Conference days.

SECTION IV

Article 30	Bargaining Unit List
Article 31	In-service Workshop
Article 32	Academic Freedom
Article 33	Substitute Calling Procedure
Article 34	Dress Code
Article 35	Preparation and Conference Time
Article 36	Complaint Procedure
Article 37	Personnel File
Article 38	Assignment, Vacancies, Promotions, Involuntary Transfers, and Reassignments
Article 39	Admission of Non-Resident Students
Article 40	Subcontracting of Educational Programs
Article 41	Complimentary Passes

ARTICLE 30
BARGAINING UNIT LIST

The President of the Association shall be provided with a copy of the Seniority List by area of certification by November 15 of every year.

The President of the Association shall be provided a list of all bargaining unit members no later than five (5) days after the first day of the school year each year. Unless the member requests that the Board not do so, the Association president shall also be provided with the addresses and telephone numbers of these bargaining unit members.

ARTICLE 31
IN-SERVICE WORKSHOPS

The Board may provide bargaining unit members in-service workshops, conferences, and programs designed to improve the quality of instruction. In-service workday shall be from 8:00 AM until 4:00 PM with at least one-half (1/2) hour lunch period. Attendance at such in-service training programs beyond the in-service workday shall be at the employee's discretion without the fear of reprisal or negative evaluation. Under normal circumstances, Personal Leave days will not be granted by the Superintendent on in-service workdays.

ARTICLE 32
ACADEMIC FREEDOM

A. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, and to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for bargaining unit members and student is encouraged.

B. The Board and the Association recognize the rights and responsibilities of bargaining unit members to instruct their classes and to use materials which best represent and describe the subject area. Many materials may be obtained from sources other than the school library or from purchases by the Board. Bargaining unit members shall be familiar with materials to be used, and should be aware of reviews concerning the material.

C. The Board recognizes that a large part of the curriculum is made up of established truths and values, but also that gradual social change is inevitable, and that such change involves controversial issues. The Board states herein its policy of fostering in the schools dispassionate, unprejudiced, and scientific study of controversial issues in an atmosphere void of partisanship and bias. Bargaining unit members shall not attempt to limit judgment of pupils on controversial issues, but rather to foster the respect for facts and the impartial search for truth that are inherent in the democratic way of life. The Board shall provide the necessary protection for such academic freedom.

ARTICLE 33
SUBSTITUTE CALLING PROCEDURE

The President of the Association shall be allowed to provide input to the Administration prior to the establishment of the substitute service, procedure and schedule.

ARTICLE 34
DRESS CODE

Dress and grooming of bargaining unit members shall at all times be in good taste, non-distracting, and appropriate for classroom teaching.

ARTICLE 35
PREPARATION AND CONFERENCE TIME

A. The term "preparation and conference time" shall mean work time during the bargaining unit member workday, exclusive of the professional staff member's daily duty-free lunch period. This time may be used by a professional staff member for any teacher-related duties.

B. All elementary bargaining unit members (K-6) and special area elementary bargaining unit members (art, music, health and physical education) shall be provided preparation time of at least thirty (30) consecutive minutes each with at least one per day inside the student day. Each bargaining unit member shall have at least 225 minutes of preparation time per week. Not more than seventy-five (75) minutes of preparation time shall occur outside of the student day. No more than two preparation periods shall occur in one day. Each bargaining unit member shall have at least one preparation period per day.

   In the event of financial constraints which lead to the reduction of special area personnel, conference/preparation time will be reduced to 200 minutes per week within the employee workday.

C. In grades 7-12 preparation and conference time is to be at least 45 consecutive minutes daily. If the administration intends to implement a "modified block schedule," in grades 7 - 12, the staff of the building affected shall meet with the administration to negotiate the impact of the new schedule as it affects preparation and conference time. To achieve a preparation/conference time of 45 consecutive minutes, the passing time at the beginning or end of a regular class period may be counted.

ARTICLE 36
COMPLAINT PROCEDURE

Community and school communication ideally should be such that most complaints may be resolved through personal conferences at the school level. Various avenues of contact between members of the bargaining unit, complainant, principal, and other appropriate staff personnel should be pursued before using the formal procedures outlined below.

Any complaint or inquiry as to a bargaining unit member's classroom performance will be forwarded to that bargaining unit member as soon as possible, preferably that same day.

PROCEDURE:

A. Complainants should be referred to the bargaining unit member for an appointment scheduled by the bargaining unit member. The parties may be represented by counsel or an advisor of their choice. The party wishing to be represented shall notify the other party of that fact at least forty-eight (48) hours prior to the scheduled meeting. If the notice is given less than forty-eight (48) hours prior to the scheduled appointment then the meeting shall be rescheduled for appointment by the bargaining unit member. The parties shall be the complainant and the bargaining unit member only unless they choose to have representation.

B. If there are unresolved matters from A, or if the complainant refuses to meet with the bargaining unit member, then in either event, the principal will meet with the bargaining unit member and inform the bargaining unit member of the nature of the complaint and give the bargaining unit member the opportunity to present his/her response to the complaint. The bargaining unit member may be accompanied by a representative at this meeting.

C. If the principal feels there is a basis for the complaint and if a written reprimand is to be issued by the principal, in compliance with Article 5, then the bargaining unit member shall be given the opportunity to present any rebuttal documentation and have the same attached to the written reprimand.

D. If the bargaining unit member requests, the bargaining unit member may meet with the Superintendent concerning the written reprimand. The bargaining unit member may be accompanied by a representative at this meeting.

E. Written reprimands for any other reasons shall not be issued until the principal has given the bargaining unit member the opportunity to meet with the principal to discuss the matter.

In the event that a parent or member of the public attempts to lodge a complaint directly with the Board, the Board shall refer the complaining party to the building administrator in accordance with this provision. The Board shall meet with the complaining party directly only after complaining party has met with the building administrator.

ARTICLE 37
PERSONNEL FILE

A. A personnel file of all bargaining unit members will be maintained in the district's central administrative office. This will be a confidential file, as permitted under Ohio law, and the only official file of the recorded information of bargaining unit members maintained by the Board and/or the Administration.

B. This file system shall be in full compliance with Section 1347 of the Ohio Revised Code.

C. Access to the File:

1. Bargaining unit members shall have access to their individual personnel files in the presence of a designated administrator. Such access may occur at any time during the normal workday, providing it does not interfere with the employee's assigned duties or after the normal workday. A request for access to an employee's personnel file shall be granted within one (1) working day.

2. Members of the Administration authorized to use personnel files of bargaining unit members shall be limited to the Superintendent, other central office administrative personnel appropriately related to the supervision of that bargaining unit member, School Board Members, building Principal(s) and confidential secretaries.

D. Personnel File Contents:

1. Materials in the personnel file of a bargaining unit member shall be job related, and dated upon placement in the file.

2. No material shall be placed in a personnel file which comes from an anonymous source.

3. A bargaining unit member may attach a written statement of reply to any item which is placed in his/her personnel file.

4. Bargaining unit members may request a copy of any or all materials in his/her personnel file. Cost associated with the duplication of such material shall be borne by the requesting employee at the current copy rate.

5. Any bargaining unit member who disputes the accuracy, relevance, completeness or timeliness of material contained in his/her personnel file may request an investigation by the administration as to the validity of the employee's claim. Any information which is found to be inaccurate or irrelevant shall be removed from the employee's file.

6. At the time any material except ordinary business records is placed in a bargaining unit member's personnel file, the bargaining unit member shall be given a copy of the material.

E. Entry of Materials by bargaining unit member - The bargaining unit member may submit letters of merit which shall be placed in his/her personnel file.

F. Signature of bargaining unit member - The bargaining unit member's signature will not indicate agreement with the content of the material, but indicates only that the material has been inspected by the bargaining unit member.

G. Removal of Materials in File:

1. Any materials entered into a bargaining unit member's file may be grieved as to the accuracy, relevance, timeliness, or completeness of such material. If it is found to lack in any of the aforementioned, it shall be removed from the bargaining unit member's file.

2. Information in the personnel file may be removed upon mutual agreement of the bargaining unit member and the administrator making the entry or the superintendent.

3. An employee shall have the right to have removed, letters of reprimand and/or disciplinary and like materials from the personnel file, if a three (3) year period has elapsed from the time the item was placed in the file and if no additional letter(s) of reprimand and/or disciplinary materials have been placed in this file.

H. Exceptions:

1. The Fiscal Officer may keep a separate file containing those items necessary for proper payment to the individuals. These would include transcripts, military separation or DD 214's, experience validations, and sick leave records.

2. Such records may be reviewed by the bargaining unit member.

3. Copies of any or all documents in this file shall be provided upon request.

4. The building Principal may maintain material directly related to supervision of the employee in a separate file.

I. Initial Employment Items:

Letters of recommendation and other related information as they relate to employees used for initial employment are items not to be retained in personnel files or maintained by the local Board or Administration except the following:

1. Official transcripts of college work.

2. Copy(ies) of certification authorized by the State Department of Education.

3. Records of pre-employment medical examinations.

4. Records of employment history with this school district and previous employment

with other school districts. Information included in this record may consist of:

a. Numbers of years taught and dates.
b. Records of sick days accumulated.
c. Certificate numbers.
d. Building, grade level, and course assignments.
e. Position on salary schedule and current salary.
f. Any additional information included in reports sent by other school districts shall be subject to the stipulations in this section of this article.
g. Bureau of Criminal Investigation report and fingerprint check.

J. Unauthorized Access:

The contents of the personnel file of a bargaining unit member shall not be disclosed to any person not authorized by the provisions of this Contract, court of law, Ohio State Law or in writing by the bargaining unit member. A bargaining unit member may only authorize access to his/her personnel file by submitting a written release to the Superintendent or designee. The written release shall be maintained in the personnel file.

ARTICLE 38
ASSIGNMENT, VACANCIES, PROMOTIONS, INVOLUNTARY TRANSFERS & REASSIGNMENTS

A. Assignment

1. Bargaining unit members will be notified of their tentative teaching assignment for the following year prior to the end of the school year. Such notice shall be in writing from the superintendent or his designee.

2. If any change in assignment becomes necessary following subject notification, communication of such change shall be made promptly to the affected bargaining unit member. The administration shall consider input from the affected bargaining unit member concerning such change.

3. Under normal conditions, if a change of assignment occurs during the regular school year, or within three (3) days of the beginning of the regular school year, the bargaining unit member being reassigned shall be granted at least three (3) days to adjust, plan and procure the necessary educational needs for performing this new assignment.

4. Bargaining unit member assignments shall be made without discrimination in regards to race, color, creed, religion, nationality, sex or marital status.

B. Vacancies

It is the object of the Board to obtain the most qualified individuals for employment in the school district. The administrative procedure used for filling such vacancies will be:

1. Post job vacancy notices, when vacancies occur during the school year, in conspicuous places within the schools for a minimum of seven (7) calendar days. The notices shall include the following information:

    a. Position(s) available.
    b. Requirements for job.
    c. Deadline for application.
    d. To whom to submit application.
    e. Effective starting date.
    f. Any additional pertinent information.

2. Letters of application must be submitted to the designated person by 4:00 p.m. within seven (7) calendar days of the original posting date.

3. A careful analysis of each candidate's qualifications will be made to determine if the candidate's qualifications are appropriate to meet the job requirements. Current employees shall receive initial consideration.

4. Applicants from within the district shall receive either written or oral confirmation of the receipt of their application.

5. Interviews for all qualified candidates presently employed by the Loveland City School District will be scheduled.

6. Applicants who are presently employed as certificated personnel and not selected for a position, will be notified following the final selection of the candidate. At the request of the employee the Superintendent or his designee will inform the applicant not selected as to the reason(s) he/she was not selected for the vacancy. Such information shall be provided in writing only upon request of the applicant.

7. During the summer months (June, July, and August), position vacancies will be handled in the following manner:

    a. Bargaining unit members will be contacted for interviews based upon the information provided in the Superintendent's Staff Status Questionnaire completed in February or March of each year, or

    b. Bargaining unit members may call the Board office to inquire if there are any vacancies. Vacancies for which a person is interested should be followed up by the interested party with a written letter of application.

C. Promotions

When filling vacancies at the supervisory and administrative levels, a bargaining unit member who is a qualified applicant for the position shall receive an interview with the superintendent or his designee. The procedure under vacancies will be used to advertise the positions.

D. Involuntary Transfer and Reassignment

If a bargaining unit member has been involuntarily transferred or reassigned to a different teaching area or building, he/she will be provided a conference with the building principal and superintendent (or designee). Such conference shall be a discussion of the reasons causing the transfer. Nothing in this section shall prevent the affected bargaining unit member from utilizing the vacancy section of this article to pursue a transfer.

ARTICLE 39
ADMISSION OF NON-RESIDENT STUDENTS

This article is discontinued except for all full-time bargaining unit members, who prior to July 1, 2004 had at least one child enrolled through Article 39. For those grandfathered, all of their existing children with birthdates prior to July 1, 2004 will be eligible to apply for enrollment in Loveland Schools according to the following criteria:

A. Nonresident students, who are children of current full-time bargaining unit members, may attend Loveland City Schools on a non-tuition basis.

B. A bargaining unit member who is the parent or legal guardian wishing to enroll a nonresident child to the Loveland School System will make application to the Superintendent for admission on the APPLICATION FOR ADMISSION AS A NON-TUITION STUDENT Form. The Superintendent will then:

1. Review the application and if it appears to meet all admission requirements, he/she will; review the most recent report card and legal evidence of birth for complete compliance with the following requirements:

   The student shall submit evidence of good attendance and positive school citizenship and social behavior. A nonresident student who is under expulsion or suspension from another school district will not be permitted to enroll in the Loveland Schools.

2. Based upon the above criteria, the Superintendent will accept or reject the proposed admission and will notify the parent/guardian by completing the appropriate section of the application form and returning one copy.

3. Except for graduating seniors, a non-tuition student, upon successful completion of an academic year, must reapply by April 15 for the succeeding academic year. The Superintendent will review such application against the above criteria and will accept or reject the proposed admission and will notify the parent/guardian in writing by July 15.

C. Guidelines for non-tuition students:

1. Transportation of the student is the responsibility of the parent/guardian.

2. All requirements and rules and regulations which apply to resident students shall apply to non-resident students.

3. If a student is admitted to the Loveland City Schools under this provision, it shall be on the condition that he/she does not request and utilize the post-secondary option. However, if the parent of a student admitted pursuant to this provision wishes to pay any and all costs related to his/her child attending another school pursuant to the post-secondary option, then he/she will be permitted to so do as long as there is no cost to the Board.

APPLICATION FOR ADMISSION AS A NON-TUITION STUDENT

I hereby request that _____ be admitted as a non-tuition student in the _____ grade at the _____school for the _____school year, effective _____. I agree that if this application is approved I will abide by the Guidelines for Non-Tuition Students.

Name of School Last Attended: _____

Last School Telephone Number:_____

Name of Parent or Guardian:_____

Address of Student: _____

_____Home School District:_____

Home Telephone Number:_____

Signature: _____ Date: _____

****

(For Office Use Only)

Most Recent Report Card: _____ yes _____ no

Legal Evidence of Birth: _____ yes _____ no

Admission Granted: _____ (Date)

Admission Rejected: _____ (Date)

Parents Notified: _____ (Date)

_____ _____

Superintendent's/Designee's Signature Date

Article 40
SUBCONTRACTING OF EDUCATIONAL PROGRAMS

Whenever the district is interested in subcontracting any educational program, the LEA shall be given input in the decision-making process prior to any final decision being made by the Board of Education. The Board of Education retains the right to make any final decision on any subcontracting opportunity. Any subcontracted work, however, must be taught by someone certified by the State Department of Education. Any courses offered through an online provider shall be supervised by a member if offered as a part of the student day.

Article 41
COMPLIMENTARY PASSES

All Bargaining Unit Members shall be issued a complimentary pass to all home extracurricular activities as follows:

A. All bargaining unit members and one guest are permitted to attend all performances and/or events by identifying themselves at the gate or door. Events which are sold out may be excluded.

B. Tickets and/or passes are not transferable.

SECTION V

Article 42	Leave Form
Article 43	Personal Leave
Article 44	Professional Leave
Article 45	Assault Leave
Article 46	Sabbatical Leave
Article 47	Jury Duty or Subpoena
Article 48	Sick Leave
Article 49	Unpaid Leaves of Absence
Article 50	Students Under Individualized Education Plan (IEP) or Section 504 Plans

ARTICLE 42

Bargaining unit members will utilize AESOP for an electronic leave form.

ARTICLE 43
PERSONAL LEAVE

A. Bargaining unit members shall be provided three (3) personal leave days per school year, which may be used for legal or business matters, family emergencies, unusual family obligations, weddings or other personal nature.

B. Personal leave may not be used to extend a vacation or holiday, for recreation, for other employment, or on a scheduled in-service day under normal circumstances or to accompany a friend or spouse on a trip.

C. Request for personal leave days, except in the case of an emergency, must be made in writing to the school principal (or designee) at least five (5) work days preceding the day being requested. Notice of approval or non-approval shall be made in writing as soon as possible. If the personal leave is denied the bargaining unit member will be notified by phone immediately, or as soon as possible, if not available immediately.

D. After an employee has been in the District for three (3) consecutive school years, they may choose one of the following options if they have used no personal leave days:

Option I: If an employee has been in the district three consecutive years, they may accumulate up to a maximum of five personal days. If an employee uses one or more days, they will not lose their unused days. Unused days will be carried to the next year. These days will be added to the three days provided at the beginning of the next school year. These additional days will not allow the employee to accumulate more than five personal days.

Option II: If an employee has accumulated five personal days and does not use any personal leave during their work year, they may convert all their accumulated personal leave to sick leave, up to the maximum allowable stated in Article 48. An employee cannot convert only a portion of the unused leave. The following year they will be provided three personal days.

E. Misuse of personal leave may be grounds for disciplinary action.

ARTICLE 44
PROFESSIONAL LEAVE

A. An employee wishing to attend an educational conference, meeting, or convention may be granted permission upon approval of the Superintendent. The equivalent of 2 days for Intervention Specialists must be approved by the building principal and mutually scheduled.

B. The Board is authorized, under ORC 3313.20, to pay reasonable expenses for attendance at professional or other necessary meetings. Request for approval for professional travel shall be made through the principals to the Superintendent or designee who shall have final approval. There should be ample advance notice of such request.

C. An employee of the Board, with the permission of the Superintendent, may be absent not to exceed one day in any one year, without the loss of pay, for the purpose of observing the work in some other school. The work to be observed shall be closely related to the regular duties of the employee.

D. Attendance shall be required at all professional meetings for which released time has been granted.

E. The Board of Education retains the right to modify, restrict, or exceed established tuition, travel reimbursement, and/or registration rates.

ARTICLE 45
ASSAULT LEAVE

A. A bargaining unit member who is absent from work due to a physical disability caused by a physical assault on him/her which occurred while the bargaining unit member was performing his/her contractual duties and which was not the result of improper conduct by the employee requesting leave shall be eligible for assault leave. Full pay status (days not charged as sick leave) pursuant to assault leave shall be granted for a period of up to thirty (30) days.

B. The bargaining unit member will provide the following on the appropriate form, within two days of the occurrence when possible:

1. Nature of injury.
2. Date and time of occurrence.
3. Identification of the individuals causing the assault if known.
4. Facts and circumstances surrounding the assault.
5. A certification from a licensed physician describing the nature of the injury sustained causing absence. If the employee is eligible for assault leave, but not workmen's compensation, the Board will pay the cost of the physician's initial examination over and above that covered by the individual's insurance.
6. A statement indicating a willingness to pursue legal action against the assaulter(s).

C. Upon completion of the appropriate form in Section B, the administration shall immediately advise the bargaining unit member of his/her rights and shall notify the bargaining unit member of its readiness to assist as follows:

1. The administration shall immediately obtain all relevant information in writing from the students, bargaining unit members, and/or other witnesses and police;

2. Act in appropriate ways as liaison between the bargaining unit member, police, and

the courts;

3. Jury Duty and Court Services section of this Contract shall be utilized for any legal and court appearances.

D. Any student who commits assault and battery on a bargaining unit member will be removed from school at once, and appropriate suspension and expulsion policies applied. If the student has not been identified as handicapped, such students shall not be readmitted to the assaulted bargaining unit member's classroom without the approval of the bargaining unit member. Students who have been identified as handicapped, pursuant to ORC 3323.01, shall be suspended expelled or denied admittance to the bargaining unit member's class to the extent permitted by law.

E. Following such leave, the employee shall be returned to duty provided she/he has not become eligible for disability retirement. A person on disability retirement shall be returned in accordance to ORC 3309.41. Return from Assault Leave shall be based upon the opinion of the teacher's licensed physician.

F. Falsification of the signed statement to determine eligibility for assault leave benefits is grounds for suspension or termination of employment.

ARTICLE 46
SABBATICAL LEAVE

A. Any bargaining unit member who has completed at least five (5) years as an employee of the Board may be granted a sabbatical leave of absence for professional study, research and/or professional improvement for one (1) or two (2) semesters, with the provision that the member shall receive a partial annual salary equal to the difference between the substitute teacher's pay and the member's expected salary, in accordance with the Ohio Revised Code.

B. The fringe benefit program shall be continued by the Board for any bargaining unit member on sabbatical leave.

C. Application for sabbatical leave for professional study, research, and/or professional improvement shall be made at least sixty (60) calendar days prior to the beginning of the requested leave. The application for the sabbatical leave shall be accompanied by an outline of the program of study or research to be pursued, or the proposal(s) for professional improvement. Application for a sabbatical leave which includes travel as an intended purpose of the leave shall outline the nature of the travel and shall describe the intended enhancement of the curriculum by the bargaining unit member, and shall give reasons why such travel may not be accomplished when schools are not in session and/or when the member is not on duty. The applicant must be notified by the Board of their disposition of his/her request within thirty (30) calendar days of their receipt of the request.

D. Application shall be sent to the superintendent. The applications shall include the plans for the use of the sabbatical leave and shall meet all requirements as established by a Sabbatical Leave Committee. The Sabbatical Leave Committee shall be composed of the

Superintendent, one elementary school principal, one middle school or senior high school principal, one supervisor, and five (5) bargaining unit members. The bargaining unit members shall be selected by the Association. The Sabbatical Leave Committee shall be responsible for the final selection(s) of the applicants chosen.

E. The Sabbatical Leave Committee shall recommend to the Board for its consideration either the acceptance or rejection of the leave request and in so doing, the committee will not recommend the acceptance of leave requests for more than ten (10) percent of the Bargaining Unit in any one school year nor recommend the approval of a sabbatical leave a second time for the same individual if other bargaining unit members have filed a request for a sabbatical leave nor shall the committee recommend the approval of sabbatical leave to the same person more often than once for each five (5) years that bargaining unit member has worked for the Board.

F. Upon return from sabbatical leave a member's salary and fringe benefits shall be the same as he/she would have received had the period of his/her leave been spent in the District's schools and he/she shall be returned to the same position that he/she held at the time his/her leave commenced; the bargaining unit member shall accrue seniority while on sabbatical leave.

G. A bargaining unit member who uses this sabbatical leave provision shall be obligated to return for one year of service in the district for each semester of leave granted by the Board upon return from sabbatical leave.

H. The bargaining unit member on a sabbatical leave for which there is no substitute replacement shall have their salary difference calculated from the BA column, O Step and their current salary.

I. The bargaining unit member on sabbatical shall have escrowed from the salary difference the calculated costs necessary for unemployment benefits for the eligible substitute hired to fill their position for the period of the sabbatical leave. Such monies, and/or remainder of monies plus accumulated interest shall be paid to the bargaining unit member if unemployment compensation is not paid to the substitute hired for the bargaining unit member on sabbatical leave.

ARTICLE 47
JURY DUTY OR SUBPOENA

A. An employee who is required to be absent in compliance with a summons for jury duty or a subpoena requiring the employee to appear in court as a witness shall give proper notice to the appropriate administrator.

B. The employee shall be excused with pay for the period during which the employee is absent on scheduled days because of such jury service or court attendance. When an employee is excused from court duty for part of a day or for an entire day, the employee shall report to the appropriate administrator in person or by telephone, for such assignment as is reasonable under the circumstances.

ARTICLE 48
SICK LEAVE

A. Rate of Accumulation - Each member of the Bargaining Unit shall be granted sick leave at a rate of 1 1/4 days per completed month of service, or a total of fifteen (15) days per completed year of service.

B. Beginning employees shall be forwarded five (5) days of sick leave, in the event a need arises prior to time of adequate accumulation. A first year bargaining unit member's maximum accumulation of sick leave is fifteen (15) days. Bargaining unit members who have exhausted their sick leave may request an advancement of five (5) days of leave.

C. Credit Advance - Pursuant to state law (ORC 3319.141), a bargaining unit member re-employed by the Board, who since leaving the employ of this Board, has been continuously employed by other boards of education or by state, county, or municipal governments in Ohio, will receive full credit for sick leave accumulated both in the prior employ of the Board and in the employment of other agencies of the state of Ohio listed above as shown in the records of the last employing organization to the maximum allowance.

D. Maximum Accumulation - The maximum accumulation of sick leave days shall be 260 days.

E. Use of Sick Leave - A bargaining unit member, may use sick leave for absence due to personal illness, pregnancy related illness, injury, exposure to contagious disease which could be communicated to other employees, and to illness, injury, or death in the employee's immediate family.

F. Immediate Family Defined - The immediate family shall include: parents, grandparents, spouse, children, grandchildren, siblings, in-laws, and other persons who are permanent residents of the bargaining unit member's household**.**

G. The Superintendent may grant the use of sick leave for other reasons such as, attending funerals of relatives or close friends.

H. After five (5) applications for sick leave, the administration may question sick leave use, require physician verification and/or an explanation. Misuse of sick leave may be grounds for disciplinary action.

ARTICLE 49
UNPAID LEAVES OF ABSENCE

A. Request/Renewal:

1. Request - upon the written request of a bargaining unit member, the Board of Education may grant a leave of absence for a period of not more than two consecutive school years for educational or professional or other purposes, and shall grant such leave where illness or other disability is the reason for the request (ORC 3319.13)

2. Renewal - upon a subsequent request, such leave may be renewed by the Board.

B. Said unpaid leave may commence at any time and shall be for a period of time not less than the remainder of the current semester.

C. Application for unpaid leave shall contain a proposed date for the commencement of the leave and the date of intended return to active service.

D. Upon return from said leave, the bargaining unit member will be entitled to the same position(s) held prior to the leave or to as substantially equivalent a position as feasible. If the initial period of leave is extended, the Board's only obligation shall be to return the bargaining unit member to any position for which the bargaining unit member is certified or certifiable.

E. If the bargaining unit member desires to return to active service prior to the stated date of return on the application for leave, the bargaining unit member shall notify the superintendent in writing, that an early return is requested and the date upon which the bargaining unit member wishes to return. Upon the recommendation of the superintendent, the Board of Education may authorize the early return of the bargaining unit member. If the early return is authorized by the Board, the bargaining unit member shall return on the date authorized which shall be at the beginning of the next grading period. The bargaining unit member shall be placed in a position assignment as agreed to by the Board and the bargaining unit member in writing prior to the authorization by the Board.

F. If the bargaining unit member desires to continue his/her group insurance benefits he/she may do so by remitting the premiums to the Treasurer of the Board. Such remittance shall not be required more than thirty (30) days in advance. Upon signature on the proper form to continue his/her group insurance benefits, the bargaining unit member shall enjoy uninterrupted coverage for the duration of the approved leave, and when necessary, premiums on behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

G. Prior to February 15th of any given school year, for any employee on unpaid leave of absence, the personnel office will send out a written notice to determine such employee's intent to return to work for the following school year. Such employee must notify the personnel office in writing on or before March 1st of that year of his/her intent to return to work for the coming school year. Such employee who does not notify the district of his/her intent in writing on or before March 1st will waive his/her right to employment in the district. For any such employee who fails to notify the personnel office, this provision shall supersede sections 3319.11, 3391.111, and 3319.16 of the Ohio Revised Code. Thereafter, any such employee may request from the personnel office a list of vacancies for which the employee is qualified.

H. By policy, the Board of Education provides for additional leave in compliance with the Family and Medical Leave Act.

ARTICLE 50

Students Under Individualized Education Plans (IEP) or Section 504 Plans

A. The Board shall provide the necessary related services personnel and supplemental materials, as identified in the IEP or 504 plan.

B. Copies of all IEP's and 504 plans will be kept in the appropriate school office and will be made available to the impacted bargaining unit members through the building administrators prior to assignment when possible. Impacted bargaining unit members will be included in the IEP process when possible.

C. If requested by the bargaining unit member, the Board shall provide the necessary in-service training and/or staff development programs, as deemed appropriate by the Board, for bargaining unit members whose duties are impacted by IEP's and 504 plans. These days may coincide with or be in addition to the bargaining unit member's regular district in-service days.

SECTION VI

Article 51 Duration

Article 52 Complete Agreement

Article 53 Contrary to Law

Article 54 Labor/Management Committee

ARTICLE 51
DURATION

Except as otherwise may be provided herein, this Contract shall become effective July 1, 2013, and shall remain in full force and effect until June 30, 2015, at which time it shall expire. In the spring of calendar year 2014, the parties shall reopen the contract for the purposes of negotiating salary, benefits, evaluation. Each party shall have the right to bring no more than three (3) additional language items to the table in the spring of calendar year 2014.

ARTICLE 52
COMPLETE AGREEMENT

During the term of this Agreement the Board shall not establish any rules, regulations and/or policies which directly contravene any of the negotiated terms and conditions set forth herein unless required by a state or federal statute or law now existing or hereafter adopted or decided.

This agreement expresses the entire and complete agreement between the Board and the Association and it constitutes the complete and exclusive agreement governing the relationship of the parties and supersedes all prior understanding, agreements, and practices between the Board and the Association or the certificated teaching personnel covered by this Agreement, whether written or oral, express or implied, and may not be modified except in writing, signed by the parties hereto and during the full term of this Agreement neither the Board nor the Association may require the other party to negotiate on any subject covered or not covered by this Agreement except with respect to a uniform change in salaries and fringe benefits.

Except as expressly modified by the provisions of this Agreement, all rights, powers, duties and responsibilities which the Board had prior to this Agreement including those vested under all federal or state statutes and the common law, are recognized and remain vested exclusively with the Board which retains the final responsibility and obligation to manage and establish the policies for the operation and management of all of the public schools of whatever name or character in the District.

ARTICLE 53
CONTRARY TO LAW

In accordance with the authority as provided by Ohio Revised Code, Section 4117.10, the provisions of this master contract shall supersede and take precedence over any and all portions of the Ohio Revised Code which may be contrary to any of the provisions and/or language contained in this master contract.

ARTICLE 54
LABOR/MANAGEMENT COMMITTEE

A Labor/Management Committee shall be created to meet informally as an aid to communications between the parties. The membership of the committee shall include the Superintendent or designee and two additional administrators, plus the LEA President and two additional bargaining unit members.

The committee will meet quarterly during the school year, with the dates determined by the Superintendent or designee and the LEA President. The same two individuals will meet prior to each Labor/Management meeting to set the agenda.

Committee procedures shall consist of joint, informal discussion aimed at clarifying or addressing issues of concern to both parties. The open discussions held by this committee shall not be construed as negotiations, nor as an official decision making process. Anytime the agenda includes financial issues, or issues surrounding the 403b, the Treasurer shall be included in the Labor Management meeting.

SIGNATURE PAGE

ASSOCIATION RATIFICATION
ON THE 19th DAY OF AUGUST, 2014

APPROVED BY THE BOARD
ON THE 19th DAY OF AUGUST, 2014

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS AGREEMENT BY SIGNATURES BELOW.

Chris Huening, President
Loveland Education Association

Date: 9/11/14

Art Jarvis, President
Loveland Board of Education

Date: _____

Susan Craig, Vice President
Loveland Education Association

Date: 9/23/14

Chad Hilliker, Superintendent
Loveland City Schools

Date: 9/11/14

Ken Zinnecker, Past President
Loveland Education Association

Date: 9/16/14

Brett Griffith, Treasurer
Loveland City Schools

Date: 9/11/14

Chris Switzer, Member
Loveland Education Association

Date: 9/18/14

David Fletcher, Member
Loveland Education Association

Date: 9/18/14

APPENDIX I
SALARY SCHEDULE FOR CERTIFICATED EMPLOYEES
EFFECTIVE 2014-15 SCHOOL YEAR

The base salary of all bargaining unit members shall be paid in accordance with the salary rates set forth in the adopted schedule, subject to such other regulations as are set forth by the Board of Education. The base salary is to include pay for a normal teaching load, which may include the sponsorship of at least one extra-curricular activity. The schedule is based upon the principle of equal pay for qualifications and experience. It is the responsibility of the bargaining unit member to inform the head of the school of any change in qualification for salary adjustments. In compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, and Section 504 of the Rehabilitation Act of 1973, Loveland City Schools does not discriminate on the basis of Sex, Race, Color, National Origin, and/or qualified handicaps in its employment or educational practices.

(This schedule represents a 1% increase from the previous year)

STEP	GROUP I BA		GROUP II BA/150 HRS		GROUP III MA		GROUP IV* MA + 10		GROUP V** MA + 20		GROUP VI*** MA + 30	
0	1.0000	39,127	1.0620	41,553	1.1150	43,627	1.1650	45,583	1.2150	47,539	1.2725	49,789
1	1.0510	41,122	1.1130	43,548	1.1725	45,876	1.2250	47,931	1.2725	49,789	1.3300	52,039
2	1.1020	43,118	1.1640	45,544	1.2300	48,126	1.2800	50,083	1.3300	52,039	1.3875	54,289
3	1.1530	45,113	1.2150	47,539	1.2875	50,376	1.3375	52,332	1.3875	54,289	1.4450	56,538
4	1.2040	47,109	1.2660	49,535	1.3450	52,626	1.3950	54,582	1.4450	56,538	1.5025	58,788
5	1.2550	49,104	1.3170	51,530	1.4025	54,876	1.4525	56,832	1.5025	58,788	1.5600	61,038
6	1.3060	51,100	1.3680	53,526	1.4600	57,125	1.5100	59,082	1.5600	61,038	1.6175	63,288
7	1.3570	53,095	1.4190	55,521	1.5175	59,375	1.5675	61,332	1.6175	63,288	1.6750	65,538
8	1.4080	55,091	1.4700	57,517	1.5750	61,625	1.6250	63,581	1.6750	65,538	1.7325	67,787
9	1.4590	57,086	1.5210	59,512	1.6325	63,875	1.6825	65,831	1.7325	67,787	1.7900	70,037
10	1.5100	59,082	1.5720	61,508	1.6900	66,125	1.7400	68,081	1.7900	70,037	1.8475	72,287
11	1.5610	61,077	1.6230	63,503	1.7475	68,374	1.7975	70,331	1.8475	72,287	1.9050	74,537
12	1.6120	63,073	1.6740	65,499	1.8050	70,624	1.8550	72,581	1.9050	74,537	1.9625	76,787
13	1.6630	65,068	1.7250	67,494	1.8625	72,874	1.9125	74,830	1.9625	76,787	2.0200	79,036
14	1.7140	67,064	1.7760	69,489	1.9200	75,124	1.9700	77,080	2.0200	79,036	2.0775	81,286
16	1.7650	69,059	1.8270	71,485	1.9775	77,374	2.0275	79,330	2.0775	81,286	2.1350	83,536
18	1.8160	71,055	1.8780	73,480	2.0350	79,623	2.0850	81,580	2.1350	83,536	2.1925	85,786
20	1.8670	73,050	1.9290	75,476	2.0925	81,873	2.1425	83,830	2.1925	85,786	2.2500	88,036

Maximum credit for experience outside Loveland District - 12 years

Sick Leave - 1 1/4 days per month, accumulated to 250 days (3 Personal Leave)

* 10 semester hours earned after the granting of the Master's Degree
** 20 semester hours earned after the granting of the Master's Degree
*** 30 semester hours earned after the granting of the Master's Degree

APPENDIX I
SALARY SCHEDULE FOR CERTIFICATED EMPLOYEES
EFFECTIVE 2015-16 SCHOOL YEAR

The base salary of all bargaining unit members shall be paid in accordance with the salary rates set forth in the adopted schedule, subject to such other regulations as are set forth by the Board of Education. The base salary is to include pay for a normal teaching load, which may include the sponsorship of at least one extra-curricular activity. The schedule is based upon the principle of equal pay for qualifications and experience. It is the responsibility of the bargaining unit member to inform the head of the school of any change in qualification for salary adjustments. In compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, and Section 504 of the Rehabilitation Act of 1973, Loveland City Schools does not discriminate on the basis of Sex, Race, Color, National Origin, and/or qualified handicaps in its employment or educational practices.

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0	1.0000	39,518	1.0620	41,968	1.1150	44,063	1.1650	46,039	1.2150	48,015	1.2725	50,287
1	1.0510	41,534	1.1130	43,984	1.1725	46,335	1.2250	48,410	1.2725	50,287	1.3300	52,559
2	1.1020	43,549	1.1640	45,999	1.2300	48,607	1.2800	50,583	1.3300	52,559	1.3875	54,832
3	1.1530	45,565	1.2150	48,015	1.2875	50,880	1.3375	52,856	1.3875	54,832	1.4450	57,104
4	1.2040	47,580	1.2660	50,030	1.3450	53,152	1.3950	55,128	1.4450	57,104	1.5025	59,376
5	1.2550	49,595	1.3170	52,046	1.4025	55,424	1.4525	57,400	1.5025	59,376	1.5600	61,648
6	1.3060	51,611	1.3680	54,061	1.4600	57,697	1.5100	59,673	1.5600	61,648	1.6175	63,921
7	1.3570	53,626	1.4190	56,076	1.5175	59,969	1.5675	61,945	1.6175	63,921	1.6750	66,193
8	1.4080	55,642	1.4700	58,092	1.5750	62,241	1.6250	64,217	1.6750	66,193	1.7325	68,465
9	1.4590	57,657	1.5210	60,107	1.6325	64,514	1.6825	66,489	1.7325	68,465	1.7900	70,738
10	1.5100	59,673	1.5720	62,123	1.6900	66,786	1.7400	68,762	1.7900	70,738	1.8475	73,010
11	1.5610	61,688	1.6230	64,138	1.7475	69,058	1.7975	71,034	1.8475	73,010	1.9050	75,282
12	1.6120	63,703	1.6740	66,154	1.8050	71,330	1.8550	73,306	1.9050	75,282	1.9625	77,555
13	1.6630	65,719	1.7250	68,169	1.8625	73,603	1.9125	75,579	1.9625	77,555	2.0200	79,827
14	1.7140	67,734	1.7760	70,184	1.9200	75,875	1.9700	77,851	2.0200	79,827	2.0775	82,099
16	1.7650	69,750	1.8270	72,200	1.9775	78,147	2.0275	80,123	2.0775	82,099	2.1350	84,371
18	1.8160	71,765	1.8780	74,215	2.0350	80,420	2.0850	82,395	2.1350	84,371	2.1925	86,644
20	1.8670	73,781	1.9290	76,231	2.0925	82,692	2.1425	84,668	2.1925	86,644	2.2500	88,916

Maximum credit for experience outside Loveland District - 12 years

Sick Leave - 1 1/4 days per month, accumulated to 250 days (3 Personal Leave)

* 10 semester hours earned after the granting of the Master's Degree
** 20 semester hours earned after the granting of the Master's Degree
*** 30 semester hours earned after the granting of the Master's Degree

APPENDIX 1a

I. ATHLETICS (FY2015)

Based on BA step 5 Salary **$49,104.00**

Supplemental Pay

SPORT	LEVEL	0-4 YEARS	-	5-7 YEARS	-	8+YEARS	-
ATHLETIC DIRECTOR	Assistant	0.12915	6,342	0.13776	6,765	0.14637	7,187
ATHLETIC DIRECTOR	LMS	0.10978	5,391	0.11839	5,813	0.127	6,236
BASEBALL	Varsity	0.09987	4,904	0.1085	5,328	0.1171	5,750
BASEBALL	Var Asst (1)	0.06817	3,347	0.07677	3,770	0.08537	4,192
BASEBALL	JV	0.06817	3,347	0.07677	3,770	0.08537	4,192
BASEBALL	Freshman	0.03804	1,868	0.04665	2,291	0.05525	2,713
BASKETBALL	Varsity (2)	0.14572	7,155	0.15433	7,578	0.16296	8,002
BASKETBALL	Var Asst (2)	0.1046	5,136	0.11323	5,560	0.12184	5,983
BASKETBALL	JV (2)	0.1046	5,136	0.11323	5,560	0.12184	5,983
BASKETBALL	Freshman (2)	0.0678	3,329	0.07643	3,753	0.08503	4,175
BASKETBALL	8TH (2)	0.06351	3,119	0.07211	3,541	0.08072	3,964
BASKETBALL	7TH (2)	0.06351	3,119	0.07211	3,541	0.08072	3,964
BASKETBALL	7TH/8TH "B" (2)	0.06351	3,119	0.07211	3,541	0.08072	3,964
BOWLING	Varsity (2)	0.03923	1,926	0.04783	2,349	0.05643	2,771
CHEERLEADING	Varsity FT	0.03923	1,926	0.04783	2,349	0.05643	2,771
CHEERLEADING	Varsity BK	0.03923	1,926	0.04783	2,349	0.05643	2,771
CHEERLEADING	JV FT	0.03491	1,714	0.04354	2,138	0.05214	2,560
CHEERLEADING	JV BK	0.03491	1,714	0.04354	2,138	0.05214	2,560
CHEERLEADING	Freshman FT	0.03278	1,610	0.04138	2,032	0.04999	2,455
CHEERLEADING	Freshman BK	0.03278	1,610	0.04138	2,032	0.04999	2,455
CHEERLEADING	LMS FT (2)	0.02847	1,398	0.03707	1,820	0.04567	2,243
CHEERLEADING	LMS BK (2)	0.02847	1,398	0.03707	1,820	0.04567	2,243
CROSS COUNTRY	Varsity (2)	0.05683	2,791	0.06543	3,213	0.07406	3,637
CROSS COUNTRY	LMS (2)	0.03373	1,656	0.04233	2,079	0.05093	2,501
FOOTBALL	Varsity Head	0.14572	7,155	0.15433	7,578	0.16296	8,002
FOOTBALL	Var Asst. (6)	0.1046	5,136	0.11323	5,560	0.12184	5,983
FOOTBALL	Freshman Head	0.06351	3,119	0.07211	3,541	0.08072	3,964
FOOTBALL	Freshman Asst	0.05488	2,695	0.06351	3,119	0.07211	3,541
FOOTBALL	8TH Head	0.06351	3,119	0.07211	3,541	0.08072	3,964
FOOTBALL	7TH Head	0.06351	3,119	0.07211	3,541	0.08072	3,964
FOOTBALL	MS Asst (4)	0.05059	2,484	0.05919	2,906	0.0678	3,329
GOLF	Varsity (2)	0.05683	2,791	0.06543	3,213	0.07406	3,637
GOLF	JV (2)	0.03373	1,656	0.04233	2,079	0.05093	2,501
GYMNASTICS	Varsity	0.05683	2,791	0.06543	3,213	0.07406	3,637
SOCCER	Varsity (2)	0.09987	4,904	0.1085	5,328	0.1171	5,750
SOCCER	Var Asst (2)	0.06817	3,347	0.07677	3,770	0.08537	4,192
SOCCER	JV (2)	0.06817	3,347	0.07677	3,770	0.08537	4,192
SOCCER	Freshman (2)	0.03804	1,868	0.04665	2,291	0.05525	2,713
SOFTBALL	Varsity	0.09987	4,904	0.1085	5,328	0.1171	5,750
SOFTBALL	Var Asst (1)	0.06817	3,347	0.07677	3,770	0.08537	4,192
SOFTBALL	JV	0.06817	3,347	0.07677	3,770	0.08537	4,192
STRENGTH	Coach (4)	0.02583	1,268	0.03444	1,691	0.04305	2,114
SWIMMING	Varsity	0.05683	2,791	0.06543	3,213	0.07406	3,637
SWIMMING	Var Asst	0.03373	1,656	0.04233	2,079	0.05093	2,501
TENNIS	Varsity (2)	0.05683	2,791	0.06543	3,213	0.07406	3,637
TENNIS	JV (4)	0.03373	1,656	0.04233	2,079	0.05093	2,501
TENNIS	LMS (2)	0.03268	1,605	0.04128	2,027	0.05093	2,501
TRACK	Varsity (2)	0.09987	4,904	0.1085	5,328	0.1171	5,750
TRACK	Var Asst (4)	0.04665	2,291	0.05525	2,713	0.06385	3,135
TRACK	MS Head (2)	0.04665	2,291	0.05525	2,713	0.06385	3,135
TRACK	LMS Asst (3)	0.03699	1,816	0.04559	2,239	0.0542	2,661
VOLLEYBALL	Varsity (2)	0.09987	4,904	0.1085	5,328	0.1171	5,750
VOLLEYBALL	Var Asst.	0.06817	3,347	0.07677	3,770	0.08537	4,192
VOLLEYBALL	JV (2)	0.06817	3,347	0.07677	3,770	0.08537	4,192
VOLLEYBALL	Freshman	0.03804	1,868	0.04665	2,291	0.05525	2,713
VOLLEYBALL	8TH Head	0.03373	1,656	0.04233	2,079	0.05093	2,501
VOLLEYBALL	7TH Head	0.03373	1,656	0.04233	2,079	0.05093	2,501
WRESTLING	Varsity	0.12065	5,924	0.12926	6,347	0.13788	6,770
WRESTLING	Var Asst (1)	0.08424	4,137	0.09284	4,559	0.10145	4,982
WRESTLING	JV (2)	0.08424	4,137	0.09284	4,559	0.10145	4,982
WRESTLING	LMS (2)	0.05722	2,810	0.06582	3,232	0.07445	3,656

Deductions from supplemental pay will be made on a per day rate for absences not covered by approved paid leave.

APPENDIX 1a

I. ATHLETICS (FY2016) -

Based on BA step 5 Salary **$49,595.00**

Supplemental Pay

SPORT	LEVEL	0-4 YEARS	-	5-7 YEARS	-	8+YEARS	-
ATHLETIC DIRECTOR	Assistant	0.12915	6,405	0.13776	6,832	0.14637	7,259
ATHLETIC DIRECTOR	LMS	0.10978	5,445	0.11839	5,872	0.127	6,299
BASEBALL	Varsity	0.09987	4,953	0.1085	5,381	0.1171	5,808
BASEBALL	Var Asst (1)	0.06817	3,381	0.07677	3,807	0.08537	4,234
BASEBALL	JV	0.06817	3,381	0.07677	3,807	0.08537	4,234
BASEBALL	Freshman	0.03804	1,887	0.04665	2,314	0.05525	2,740
BASKETBALL	Varsity (2)	0.14572	7,227	0.15433	7,654	0.16296	8,082
BASKETBALL	Var Asst (2)	0.1046	5,188	0.11323	5,616	0.12184	6,043
BASKETBALL	JV (2)	0.1046	5,188	0.11323	5,616	0.12184	6,043
BASKETBALL	Freshman (2)	0.0678	3,363	0.07643	3,791	0.08503	4,217
BASKETBALL	8TH (2)	0.06351	3,150	0.07211	3,576	0.08072	4,003
BASKETBALL	7TH (2)	0.06351	3,150	0.07211	3,576	0.08072	4,003
BASKETBALL	7TH/8TH "B" (2)	0.06351	3,150	0.07211	3,576	0.08072	4,003
BOWLING	Varsity (2)	0.03923	1,946	0.04783	2,372	0.05643	2,799
CHEERLEADING	Varsity FT	0.03923	1,946	0.04783	2,372	0.05643	2,799
CHEERLEADING	Varsity BK	0.03923	1,946	0.04783	2,372	0.05643	2,799
CHEERLEADING	JV FT	0.03491	1,731	0.04354	2,159	0.05214	2,586
CHEERLEADING	JV BK	0.03491	1,731	0.04354	2,159	0.05214	2,586
CHEERLEADING	Freshman FT	0.03278	1,626	0.04138	2,052	0.04999	2,479
CHEERLEADING	Freshman BK	0.03278	1,626	0.04138	2,052	0.04999	2,479
CHEERLEADING	LMS FT (2)	0.02847	1,412	0.03707	1,838	0.04567	2,265
CHEERLEADING	LMS BK (2)	0.02847	1,412	0.03707	1,838	0.04567	2,265
CROSS COUNTRY	Varsity (2)	0.05683	2,818	0.06543	3,245	0.07406	3,673
CROSS COUNTRY	LMS (2)	0.03373	1,673	0.04233	2,099	0.05093	2,526
FOOTBALL	Varsity Head	0.14572	7,227	0.15433	7,654	0.16296	8,082
FOOTBALL	Var Asst. (6)	0.1046	5,188	0.11323	5,616	0.12184	6,043
FOOTBALL	Freshman Head	0.06351	3,150	0.07211	3,576	0.08072	4,003
FOOTBALL	Freshman Asst	0.05488	2,722	0.06351	3,150	0.07211	3,576
FOOTBALL	8TH Head	0.06351	3,150	0.07211	3,576	0.08072	4,003
FOOTBALL	7TH Head	0.06351	3,150	0.07211	3,576	0.08072	4,003
FOOTBALL	MS Asst (4)	0.05059	2,509	0.05919	2,936	0.0678	3,363
GOLF	Varsity (2)	0.05683	2,818	0.06543	3,245	0.07406	3,673
GOLF	JV (2)	0.03373	1,673	0.04233	2,099	0.05093	2,526
GYMNASTICS	Varsity	0.05683	2,818	0.06543	3,245	0.07406	3,673
SOCCER	Varsity (2)	0.09987	4,953	0.1085	5,381	0.1171	5,808
SOCCER	Var Asst (2)	0.06817	3,381	0.07677	3,807	0.08537	4,234
SOCCER	JV (2)	0.06817	3,381	0.07677	3,807	0.08537	4,234
SOCCER	Freshman (2)	0.03804	1,887	0.04665	2,314	0.05525	2,740
SOFTBALL	Varsity	0.09987	4,953	0.1085	5,381	0.1171	5,808
SOFTBALL	Var Asst (1)	0.06817	3,381	0.07677	3,807	0.08537	4,234
SOFTBALL	JV	0.06817	3,381	0.07677	3,807	0.08537	4,234
STRENGTH	Coach (4)	0.02583	1,281	0.03444	1,708	0.04305	2,135
SWIMMING	Varsity	0.05683	2,818	0.06543	3,245	0.07406	3,673
SWIMMING	Var Asst	0.03373	1,673	0.04233	2,099	0.05093	2,526
TENNIS	Varsity (2)	0.05683	2,818	0.06543	3,245	0.07406	3,673
TENNIS	JV (4)	0.03373	1,673	0.04233	2,099	0.05093	2,526
TENNIS	LMS (2)	0.03268	1,621	0.04128	2,047	0.05093	2,526
TRACK	Varsity (2)	0.09987	4,953	0.1085	5,381	0.1171	5,808
TRACK	Var Asst (4)	0.04665	2,314	0.05525	2,740	0.06385	3,167
TRACK	MS Head (2)	0.04665	2,314	0.05525	2,740	0.06385	3,167
TRACK	LMS Asst (3)	0.03699	1,835	0.04559	2,261	0.0542	2,688
VOLLEYBALL	Varsity (2)	0.09987	4,953	0.1085	5,381	0.1171	5,808
VOLLEYBALL	Varsity Asst. (2)	0.06817	3,381	0.07677	3,807	0.08537	4,234
VOLLEYBALL	JV (2)	0.06817	3,381	0.07677	3,807	0.08537	4,234
VOLLEYBALL	Freshman	0.03804	1,887	0.04665	2,314	0.05525	2,740
VOLLEYBALL	8TH Head	0.03373	1,673	0.04233	2,099	0.05093	2,526
VOLLEYBALL	7TH Head	0.03373	1,673	0.04233	2,099	0.05093	2,526
WRESTLING	Varsity	0.12065	5,984	0.12926	6,411	0.13788	6,838
WRESTLING	Var Asst (1)	0.08424	4,178	0.09284	4,604	0.10145	5,031
WRESTLING	JV (2)	0.08424	4,178	0.09284	4,604	0.10145	5,031
WRESTLING	LMS (2)	0.05722	2,838	0.06582	3,264	0.07445	3,692

Deductions from supplemental pay will be made on a per day rate for absences not covered by approved paid leave.

APPENDIX 1a

OTHER THAN ATHLETICS (2014-2015)

$49,104.00

Based on BA step 5 Salary

Supplemental Pay

POSITION	LEVEL	0-4 YRS		5-7 YRS		8+YRS	
ACADEMIC TEAM ADV	LHS	0.03014	1,480	0.03875	1,903	0.04736	2,326
ASST ACADEMIC TEACM ADV	LHS	0.01476	725	0.01897	932	0.02319	1,139
ART/STAGE DESIGN	Elementary	0.02583	1,268	0.03444	1,691	0.04305	2,114
ARTS NIGHT	Primary	0.02583	1,268	0.03444	1,691	0.04305	2,114
ASST BAND DIR	LHS	0.03014	1,480	0.03875	1,903	0.04736	2,326
ASST BAND DIR	LMS	0.03014	1,480	0.03875	1,903	0.04736	2,326
ASST MARCHING BAND	LHS	0.03014	1,480	0.03875	1,903	0.04736	2,326
BAND DIRECTOR	LMS	0.06027	2,959	0.06888	3,382	0.07749	3,805
BAND DIRECTOR	LHS	0.07749	3,805	0.0861	4,228	0.09471	4,651
BEGINNING BAND DIR	LIS (2)	0.03014	1,480	0.03875	1,903	0.04736	2,326
BEGINNING CHOIR DIR	LIS	0.02583	1,268	0.03444	1,691	0.04305	2,114
CHOIR ASST DIR	LHS	0.03014	1,480	0.03875	1,903	0.04736	2,326
CHOIR DIRECTOR	LHS	0.03875	1,903	0.04736	2,326	0.05597	2,748
CHOIR DIRECTOR	LMS	0.03444	1,691	0.04305	2,114	0.05166	2,537
CLASS ADVISORS	LHS (4)	0.03014	1,480	0.03875	1,903	0.04736	2,326
DEPARTMENT CHAIRS	7-12 (9)	0.03014	1,480	0.03875	1,903	0.04736	2,326
DRAMA ASST DIR*	LHS (2/3)	0.03444	1,691	0.04305	2,114	0.05166	2,537
DRAMA ASST DIR***	LMS (1/2)	0.03014	1,480	0.03875	1,903	0.04736	2,326
DRAMA DIRECTOR**	LHS	0.04736	2,326	0.05597	2,748	0.06458	3,171
DRAMA DIRECTOR	LMS	0.03444	1,691	0.04305	2,114	0.05166	2,537
DRILL TEAM ADV	LHS	0.02583	1,268	0.03444	1,691	0.04305	2,114
GRADE LEVEL COOR	K-5 (7)	0.03014	1,480	0.03875	1,903	0.04736	2,326
JAZZ BAND DIR	LHS	0.03014	1,480	0.03875	1,903	0.04736	2,326
LPDC - CHAIR	District	0.01687	828	0.02108	1,035	0.0253	1,242
LPDC - MEMBER	District	0.00843	414	0.01054	518	0.01265	621
MENTOR	District	0.01476	725	0.01897	932	0.02319	1,139
MENTOR COORDINATOR	District	0.03373	1,656	0.03795	1,863	0.04217	2,071
MUSIC ADVISOR	District	0.03014	1,480	0.03875	1,903	0.04736	2,326
MUSIC DIRECTOR	Elementary	0.03014	1,480	0.03875	1,903	0.04736	2,326
NEWSPAPER ADV	LHS	0.02583	1,268	0.03444	1,691	0.04305	2,114
PEP BAND DIR	LHS	0.02583	1,268	0.03444	1,691	0.04305	2,114
PROM ADVISOR	LHS	0.03014	1,480	0.03875	1,903	0.04736	2,326
SAT SCHOOL TCH	District (2)	0.03875	1,903	0.04736	2,326	0.05597	2,748
SHOW CHOIR ASST	LHS/LMS	0.03014	1,480	0.03875	1,903	0.04736	2,326
SHOW CHOIR DIR	LHS	0.03875	1,903	0.04736	2,326	0.05597	2,748
SHOW CHOIR DIR	LMS	0.02583	1,268	0.03444	1,691	0.04305	2,114
ST ACTIVITY ADV	LHS	0.03875	1,903	0.04736	2,326	0.05597	2,748
ST COUNCIL ADV	LHS	0.03875	1,903	0.04736	2,326	0.05597	2,748
ST COUNCIL ADV	LMS	0.02583	1,268	0.03444	1,691	0.04305	2,114
STAGE BAND DIR	LMS	0.02583	1,268	0.03444	1,691	0.04305	2,114
STRING INSTRUCTION - Dir.	LHS	0.02583	1,268	0.03444	1,691	0.04305	2,114
STRING INSTRUCTION	LMS/LIS	0.02583	1,268	0.03444	1,691	0.04305	2,114
TEAM LEADERS	6-8 (9)	0.03014	1,480	0.03875	1,903	0.04736	2,326
THESPIAN SOC. ADV	LHS	0.03014	1,480	0.03875	1,903	0.04736	2,326
YEARBOOK ADV	LMS	0.03444	1,691	0.04305	2,114	0.05166	2,537
YEARBOOK ADV	LHS	0.04736	2,326	0.05597	2,748	0.06458	3,171

*Third assistant to be employed if production is a musical.

**Two productions or equal activity approved by Principal.

***Second assistant director for musical.

**** Seventh position at LECC for First Grade as needed.

Bargaining unit members who agree to serve as lunchroom monitors, supervising student lunch breaks in designated bldgs., will receive $10 per half hour. The $10 payment will be subject to all mandatory payroll deductions (including state, federal, local taxes and retirement) and will be distributed by direct deposit, separate from the regular payroll, on 9/20, 11/20, 3/5 and 5/20.

The Superintendent must authoirze the use of teacher-lunchroom monitors within a building. The payment does not apply to bargaining unit members who have cafeteria monitoring as an assigned duty.

APPENDIX 1a

OTHER THAN ATHLETICS (2015-2016)

$49,595.00

Based on BA step 5 Salary

Supplemental Pay

POSITION	LEVEL	0-4 YRS		5-7 YRS		8+YRS	
ACADEMIC TEAM ADV	LHS	0.03014	1,495	0.03875	1,922	0.04736	2,349
ASST ACADEMIC TEACM ADV	LHS	0.01476	732	0.01897	941	0.02319	1,150
ART/STAGE DESIGN	Elementary	0.02583	1,281	0.03444	1,708	0.04305	2,135
ARTS NIGHT	Primary	0.02583	1,281	0.03444	1,708	0.04305	2,135
ASST BAND DIR	LHS	0.03014	1,495	0.03875	1,922	0.04736	2,349
ASST BAND DIR	LMS	0.03014	1,495	0.03875	1,922	0.04736	2,349
ASST MARCHING BAND	LHS	0.03014	1,495	0.03875	1,922	0.04736	2,349
BAND DIRECTOR	LMS	0.06027	2,989	0.06888	3,416	0.07749	3,843
BAND DIRECTOR	LHS	0.07749	3,843	0.08610	4,270	0.09471	4,697
BEGINNING BAND DIR	LIS (2)	0.03014	1,495	0.03875	1,922	0.04736	2,349
BEGINNING BAND DIR	LIS (2)	0.03014	1,495	0.03875	1,922	0.04736	2,349
BEGINNING CHOIR DIR	LIS	0.02583	1,281	0.03444	1,708	0.04305	2,135
CHOIR ASST DIR	LHS	0.03014	1,495	0.03875	1,922	0.04736	2,349
CHOIR DIRECTOR	LHS	0.03875	1,922	0.04736	2,349	0.05597	2,776
CHOIR DIRECTOR	LMS	0.03444	1,708	0.04305	2,135	0.05166	2,562
CLASS ADVISORS	LHS (4)	0.03014	1,495	0.03875	1,922	0.04736	2,349
DEPARTMENT CHAIRS	7-12 (9)	0.03014	1,495	0.03875	1,922	0.04736	2,349
DRAMA ASST DIR*	LHS (2/3)	0.03444	1,708	0.04305	2,135	0.05166	2,562
DRAMA ASST DIR*	LHS (2/3)	0.03444	1,708	0.04305	2,135	0.05166	2,562
DRAMA ASST DIR***	LMS (1/2)	0.03014	1,495	0.03875	1,922	0.04736	2,349
DRAMA DIRECTOR**	LHS	0.04736	2,349	0.05597	2,776	0.06458	3,203
DRAMA DIRECTOR	LMS	0.03444	1,708	0.04305	2,135	0.05166	2,562
DRILL TEAM ADV	LHS	0.02583	1,281	0.03444	1,708	0.04305	2,135
GRADE LEVEL COOR.	K-5 (7)	0.03014	1,495	0.03875	1,922	0.04736	2,349
JAZZ BAND DIR	LHS	0.03014	1,495	0.03875	1,922	0.04736	2,349
LPDC - CHAIR	District	0.01687	837	0.02108	1,045	0.0253	1,255
LPDC - MEMBER	District	0.00843	418	0.01054	523	0.01265	627
MENTOR	District	0.01476	732	0.01897	941	0.02319	1,150
MENTOR COORDINATOR	District	0.03373	1,673	0.03795	1,882	0.04217	2,091
MUSIC ADVISOR	District	0.03014	1,495	0.03875	1,922	0.04736	2,349
MUSIC DIRECTOR	Elementary	0.03014	1,495	0.03875	1,922	0.04736	2,349
NEWPAPER ADV	LHS	0.02583	1,281	0.03444	1,708	0.04305	2,135
PEP BAND DIR	LHS	0.02583	1,281	0.03444	1,708	0.04305	2,135
PROM ADVISOR	LHS	0.03014	1,495	0.03875	1,922	0.04736	2,349
SAT SCHOOL TCH	District (2)	0.03875	1,922	0.04736	2,349	0.05597	2,776
SHOW CHOIR ASST	LHS/LMS	0.03014	1,495	0.03875	1,922	0.04736	2,349
SHOW CHOIR DIR	LHS	0.03875	1,922	0.04736	2,349	0.05597	2,776
SHOW CHOIR DIR	LMS	0.02583	1,281	0.03444	1,708	0.04305	2,135
ST ACTIVITY ADV	LHS	0.03875	1,922	0.04736	2,349	0.05597	2,776
ST COUNCIL ADV	LHS	0.03875	1,922	0.04736	2,349	0.05597	2,776
ST COUNCIL ADV	LMS	0.02583	1,281	0.03444	1,708	0.04305	2,135
STAGE BAND DIR	LMS	0.02583	1,281	0.03444	1,708	0.04305	2,135
STRING INSTRUCTION - Dir.	LHS	0.02583	1,281	0.03444	1,708	0.04305	2,135
STRING INSTRUCTION	LMS/LIS	0.02583	1,281	0.03444	1,708	0.04305	2,135
TEAM LEADERS	6-8 (9)	0.03014	1,495	0.03875	1,922	0.04736	2,349
THESPIAN SOC. ADV	LHS	0.03014	1,495	0.03875	1,922	0.04736	2,349
YEARBOOK ADV	LMS	0.03444	1,708	0.04305	2,135	0.05166	2,562
YEARBOOK ADV	LHS	0.04736	2,349	0.05597	2,776	0.06458	3,203

*Third assistant to be employed if production is a musical.

**Two productions or equal activity approved by Principal.

***Second assistant director for musical.

**** Seventh position at LECC for First Grade as needed.

Bargaining unit members who agree to serve as lunchroom monitors, supervising student lunch breaks in designated bldgs., will receive $10 per half hour. The $10 payment will be subject to all mandatory payroll deductions (including state, federal, local taxes and retirement) and will be distributed by direct deposit, separate from the regular payroll, on 9/20, 11/20, 3/5 and 5/20.

The Superintendent must authoirze the use of teacher-lunchroom monitors within a building. The payment does not apply to bargaining unit members who have cafeteria monitoring as an assigned duty.

APPENDIX II

Ohio Revised Code1347, 3309.41, 3313.20, 3313.47, 3317.13, 3317.14, 3319.11, 3319.111, 3319.13, 3319.141, 3323.01, 4117 and 4117.08

To access these or any Ohio Revised Code documentation go to **http://codes.ohio.gov/orc**

Enter the desired ORC number in the SEARCH field and click on "Go." A results window will open at the bottom of the page. From there click on the link desired.
The document will appear to the left of the page and a list of chapters within the document will appear on the right side of the page. From the chapter list, click on the appropriate chapter and then the referenced document will open.

APPENDIX III

MEMORANDUM OF UNDERSTANDING

Whereas the parties wish to include the following language as an appendix to the Master Contract, the parties have entered into an agreement of the following.

- **The Board shall have a mentoring program for entry year teachers (EYT), as defined by the Ohio Department of Education.**
- **The program shall be coordinated by a bargaining unit member who has received Ohio Department of Education mentoring training and will be selected by the Administration.**
- **Teacher mentors will be selected from the Association by the coordinator and administration. Mentors must receive Ohio Department of Education mentoring training.**
- **The salaries of the coordinator and the mentors shall be computed by multiplying the appropriate index number by the BA column, Step 5, and listed in the supplemental salary schedule..**
- **It is agreed that the posting process will not be required in the selection of the coordinator and mentors. If mentors have more than one EYT, they will receive full stipend for each.**
- **Every EYT in the district will be assigned a mentor.**
- **This Memorandum will expire June 30, 2012.**

For the Association: _____ **Date:** 9/23/10

For the Board: _____ **Date:** 9/27/10

3120.06 - SELECTING STUDENT TEACHERS/ADMINISTRATIVE INTERNS

The Board of Education encourages cooperation with State-approved colleges and universities in the training of student teachers and administrative interns, because the public school offers an essential ingredient - direct experience with students and teachers at work in the classroom. However, certain safeguards have been found to be necessary for the best interests of all concerned.

Colleges and universities should first make contact with the Assistant Superintendent regarding placement of a student teacher or administrative intern.

The Assistant Superintendent shall make the final placement of student teachers or administrative interns.

Professional staff members who agree to serve as supervisors of student teachers or administrative interns may accept honoraria or stipends directly from the college/university for those services rendered outside the regular school day and above and beyond the duties and responsibilities specified in their contracts.

The following conditions shall also be met:

A. The institution making the assignment shall provide on-going supervision in a manner suitable to the District.

B. If at any time the quality of teaching or administrative internship is judged to be inferior or s/he is disruptive to the on-going program, the Assistant Superintendent may request withdrawal of that person from the program.

The Board also authorizes the Superintendent to provide, in cooperation with appropriate colleges and universities, a "field experience" program in order for selected interns to gain first-hand knowledge of and experience in a school environment.

The Superintendent may terminate a teaching program if one or more aspects of the program are not of high quality or meeting District needs or expectations.

Student teachers and administrative interns who will receive any financial remuneration from the District must complete a DMA form with no positive indications that material assistance has been provided to a terrorist organization before working in the District (see Policy **8120**).

Student teachers and administrative interns also must pass a background check performed by the Bureau of Criminal Identification and Investigation (see Policy **3121**).

R.C. 2909.34, 3319.282, 3319.39

Adoption 6/15/99
Revised 2/20/07

9130.01 - PUBLIC COMPLAINTS ABOUT THE CURRICULUM ORINSTRUCTIONAL MATERIALS

The Board recognizes the need and right of students to free access to many different types of books and materials. It also recognizes the right of the professional staff to select books and other materials supportive of the Board's educational philosophy and goals.

Criticism of a book or other materials used in the District may be expected from time to time. In such instances, the following guidelines shall apply.

A. If a parent requests that his/her own child not read a given book or use a given material, the teacher and/or school administrator should resolve the issue, perhaps by arranging for use of alternative material meeting essentially the same instructional purpose.

B. The Board does not permit any individual or group to exercise censorship over instructional materials and library collections, but it recognizes that, at times, a re-evaluation of certain material may be desirable. Should an individual or group ask to have any book or other material withdrawn from school use, the following steps are taken.

1. The person who objects to the book or other material is asked to sign a complaint on a standard form

documenting his/her criticism.

2. Following receipt of the formal complaint, the Superintendent provides for a re-evaluation of the material in question. He/She arranges for the appointment of a review committee from among the faculty and community to consider the complaint.
3. The Superintendent reviews the complaint and the committee's re-evaluation and renders a decision in the matter. Should the decision be unsatisfactory to the complainant, it may be appealed to the Board.

The Board assumes final responsibility for all books and instructional materials which it makes available to students, and it holds its professional staff accountable for their proper selections. The Board also recognizes rights of individual parents with respect to controversial materials used by their own children and provides for the re-evaluation of materials in library collections upon formal request.

R.C. 3329.07; 3329.08; 3329.09

CROSS REFERENCE: Policies 2240, 2510, 2520, 2520.02, 9130, 9130.02

Adoption 6/15/99

AG9130.01 – COMPLAINT REVIEW COMMITTEE PROCEDURES

The Board will make every effort to provide stimulating, effective teaching materials that will be appropriate to the community's values and the students' ability and maturity level.

School district personnel assumes the obligation of observing the following procedures in dealing with questions or challenges from parents or other individuals or groups in the community regarding books or other instructional materials.

There are two types of requests for removal of materials alleged to be objectionable:

A. requests that an individual student be excused from reading certain specified material and

B. requests that specified material be removed from curriculum.

When a parent or guardian of an individual student requests that the student be excused from reading specified material, that request must be in writing and the individual may be excused from reading a specified selection. The teacher will assign the student a book or materials of approximately equal merit and appropriate to the same or related objectives when such materials are available.

All challenges to remove specified materials from use must be presented in writing and include the name of the author, the title, the publisher and the objections by pages and items. The statement must be signed and identified in such a way that a proper reply will be possible.

When films or other nonprint materials are challenged for their appropriateness for use in the school instructional program by parents or legal guardians, the appropriate form provided for this purpose shall be used. Written information specifying the precise nature of the objection shall be given. If a complainant wants to review the materials, they may do so in a designated area on District property. When such a request for reconsideration is received, the committee procedures shall be as follows:

Depending upon the extent and use of the challenged material, either a building level and/or District level review committee shall be established.

A building review committee will function as follows.

A. A secondary building level review committee shall be composed of the principal, the librarian and three other faculty members appointed by the principal and two community members appointed by the Superintendent.

B. An elementary building level review committee shall be composed of the principal and three classroom teachers, appointed by the principal and two community members appointed by the Superintendent.

If the complaint cannot be resolved on the building level, a review committee will be formed. The review committee shall be appointed by the Superintendent and shall be composed of two principals and three teachers competent in the field under question.

Committee Review Procedures

In deliberations a committee shall consider the attitudes of the other teachers within the same subject area toward the materials, the opinions of other competent authorities including parents, reviews of the materials by the American Library Association and other reputable reviewers including parents, and the teacher's written rationale for using the materials.

The report from the building or review committee shall be submitted to the Superintendent for his/her information or for submission to the Board for a final decision. A written response shall be forwarded to the objecting party after the decision is made. Any restriction of use placed on the challenged materials will be done at the directions of the Superintendent.

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APPENDIX V

Glossary of Abbreviations

AAA	American Arbitration Association
DD 214	U. S. Military Discharge Papers
3430.01	Loveland School Board Policy
IRS	Internal Revenue Service
9130.01	Loveland School Board Policy
AG9130.01	Administrative Guideline
3120.06	Loveland School Board Policy
LEA	Loveland Education Association
NEA	National Education Association
OEA	Ohio Education Association
ORC	Ohio Revised Code
SERB	State Employment Relations Board
STRS	State Teachers Retirement System of the State of Ohio
SWOEA	Southwestern Ohio Education Association
TSA	Tax Sheltered Annuity

APPENDIX VI

MEMORANDUM OF UNDERSTANDING BETWEEN LOVELAND CITY SCHOOL DISTRICT BOARD OF EDUCATION AND THE LOVELAND EDUCATION ASSOCIATION

This Memorandum of Understanding is entered on this ____ day of August, 2014 by and between the Loveland Education Association (hereinafter the "Association") and the Loveland City School District Board of Education (hereinafter the "Board").

WHEREAS, the Association and the Board are parties to a collective bargaining agreement the effective dates of which are July 1, 2014 through June 30, 2016 (hereinafter referred to as the "Agreement"); and

WHEREAS, the Agreement contains a provision for the evaluation of members of the bargaining unit; and

WHEREAS, the Ohio Legislature has passed legislation that requires the Board and Association to implement a new evaluation procedure; and

WHEREAS, the required framework for the new evaluation procedure is different than the evaluation language contained in the agreement between the parties,

IT IS NOW THEREFORE AGREED as follows:

The Board and the Association agree that **the District's** evaluation program will include the following:

1. A uniform instrument for rating bargaining unit members.

2. A philosophy of evaluation whereby the evaluator will assist the bargaining unit member in improving his/her instructional and professional performance.

A. The evaluation procedure established in this agreement conforms to the framework for the evaluation of teachers developed pursuant to section 3319.112 of the Ohio Revised Code. Each completed evaluation will result in the assignment of a teacher effectiveness rating. The teacher effectiveness rating shall be derived from a summative evaluation where fifty (50) percent of the overall evaluation is based on student growth measures and fifty (50) percent of the overall evaluation is based on a teacher's performance rating.

B. <u>Application</u>

The teacher evaluation procedure contained in this MOU applies to the following employees of the District:

1. **Teachers working under a license and/or permanent certificate issued under sections 3319.22, 3319.26, 3319.222 or 3319.226 of the Revised Code who spend at least fifty (50) percent of their time providing content-related student instruction.**

2. **Teachers working under a permanent certificate issued under 3319.301 of the Revised Code who spend at least fifty (50) percent of their time providing content-related student instruction.**

C. <u>Evaluators</u>

1. **An evaluator must be a credentialed contracted employee of the Loveland City District.**

D. <u>Evaluation Instrument</u>

The Evaluation Instrument shall be the OTES process and forms used by the teacher's evaluator. The forms are attached and incorporated into this MOU.

E. <u>Orientation</u>

1. **Not later than September 30th of each year, each teacher shall be notified in writing of the name and position of the individual evaluating him/her for that school year.**

2. **The District shall hold an OTES overview meeting for teachers being evaluated no later than September 30th of each year.**

F. <u>Schedule for Evaluation</u>

1. **No teacher shall be evaluated more than once annually.**

2. **Each teacher being evaluated shall participate in a goal development meeting with his/her evaluator prior to the first observation being conducted. The goal setting meeting may be an individual meeting with the teacher and evaluator in attendance, or a group meeting with more than one teacher and more than one evaluator present. Each teacher shall complete the Professional Growth Plan form.**

3. **In the year when a teacher's contract expires, a minimum of three (3) formal observations shall be conducted. The only exception is if the administration waives the third (3rd) observation. Under no circumstances shall a teacher's contract be non-renewed or terminated unless a minimum of three (3) observations have been completed. A formal observation shall last a minimum of thirty (30) minutes.**

   a. **The first formal observation shall be preceded by a conference between the evaluator and the teacher at least one (1) day prior to the observation in order for the teacher to explain lesson plans and objectives for the class**

which will be observed. The form to be completed is either the Observation Sheet or the Observation Rubric.

b. **All post-observation conferences shall be held between the evaluator and the teacher no longer that five (5) work days after the observation.**

c. **The timeline for teachers being observed three (3) times shall be:**

i. **First (1st) post-observation conference held on or before December 10th .**

ii. **Second (2nd) post-observation conference held on or before March 1st**

iii. **Third (3rd) post-observation conference held on or before May 1st**

d. **Before the evaluation cycle is final, and no later than May 10, a copy of the formal written evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator.**

4. **In any year when a teacher's contract does not expire, a minimum of two (2) formal observations shall be completed. A formal observation shall last a minimum of thirty (30) minutes. The first formal observation shall be preceded by a conference between the evaluator and the teacher at least one (1) day prior to the observation in order for the teacher to explain lesson plans and objectives for the class which will be observed. The form to be completed is either the Observation Sheet of the Observation Rubric.**

a. **All post-observation conferences shall be held between the evaluator and the teacher no longer that five (5) work days after the observation.**

b. **The timeline for teachers being observed two (2) times shall be:**

i. **First (1st) post-observation conference held on or December 10th**

ii. **Second (2nd) post-observation conference held on or before May 1st**

c. **Before the evaluation cycle is final, and no later than May 10, a copy of the formal written evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator.**

G. <u>Walkthroughs</u>

1. **A walkthrough is a formative written assessment that has the following components:**

a. **A building / individual member awareness of the focus for the walkthrough prior to each walkthrough.**

b. **The administrator will provide the member with the Walkthrough General Feedback Form no later than three (3) work days after the walkthrough. If a teacher or principal requests a meeting, a meeting will be held at a mutually agreeable time.**

H. <u>Finalization of Evaluation</u>

1. Written Report

Before the evaluation cycle is final, and no later than May 10, a copy of the formal written evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator.

2. **Response to Evaluation**

   The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file.

I. SLO Committee

1. **The Board and the Association shall establish a Student Learning Objective (SLO) Committee to develop and/or review SLOs as required by the evaluation procedure. The committee shall also have the responsibility to develop internal procedures that will govern the committee's operations.**

J. Improvement Plans

1. **An Improvement Plan is a clearly articulated assistance program for a teacher whose performance on key professional indicators has been documented to be unsatisfactory by the evaluator.**

2. **The evaluation will give specific areas that need to be improved, including a plan for such improvement.**

K. Personnel Action Requirements

The first year that student growth measures data will be used for evaluation purposes will be the 2017 – 2018 school year.

L. Removal of Poorly Performing Teachers

1. **Poorly performing teachers may be removed, upon recommendation of the Superintendent, and through the requirements of the collective bargaining agreement and/or Ohio law, either through nonrenewal or termination.**
2. **Nothing in this Memorandum of Understanding will be deemed to present the Board from exercising its rights to nonrenew, terminate, or suspend a teaching contract as provided by law and the terms of the collective bargaining agreement in effect between it and the Loveland Education Association. The evaluation system and procedures set forth in this Agreement shall not create an expectation of continued employment for teachers on a limited contract that are evaluated. The Board reserves its right to nonrenew a teacher evaluated under this Memorandum of Understanding in accordance with ORC 3319.11 notwithstanding the teacher's summative rating.**

_____ _____

Chris Huening, LEA President Date **Chad Hilliker, Superintendent Date**

MEMORANDUM OF UNDERSTANDING BETWEEN
LOVELAND CITY SCHOOL DISTRICT BOARD OF EDUCATION
AND THE
LOVELAND EDUCATION ASSOCIATION

This Memorandum of Understanding is made and entered into by and between the **LOVELAND SCHOOL DISTRICT BOARD OF EDUCATION** (the "Board") and the **LOVELAND EDUCATION ASSOCIATION** (the "Association").

WHEREAS, the Board and the Association are parties to a collective bargaining agreement (the "CBA") in effect from _____, 2014 through **June 30, 2016**; and

WHEREAS, as part of the negotiations for the CBA, the Board and the Association agreed to have a subcommittee of the Labor Management Committee (the "LMC") study compensation; and

WHEREAS, the Board and the Association desire to set forth the parameters and details of the subcommittee's study and work regarding compensation~~.~~

NOW, THEREFORE, **BE IT AGREED**, by and between the Board and the Association as follows:

1. The Board and the Association shall establish a committee **formed, in part, from** of the LMC for the purpose of studying, researching, and educating bargaining unit members, the administration, and Board members on salary and compensation~~.~~

2. This committee shall consist of no more than ten (10) members. The committee shall of four (4) Association members (as appointed by the Association President), four (4) members as appointed by the Superintendent, and one (1) Board member appointed by the Board.

~~3.~~ The committee will have its initial meeting no later than the end of the first quarter of the 2014/2015 school year, and shall continue their work through the 2015/2016 school year.

4. Except as delineated above, this Memorandum does not alter, modify or change any existing provision of the CBA currently in effect between the parties or Board policy.

5. This Memorandum shall constitute the full and complete understanding of the parties concerning this subject matter, and any amendments or modifications shall be in writing and signed by the parties.

6. This Memorandum shall become a part of and affixed to the CBA effective with the signatures of the parties.

IN WITNESS WHEREOF, the duly authorized representatives of the **LOVELAND CITY SCHOOL DISTRICT BOARD OF EDUCATION** and the **LOVELAND EDUCATION ASSOCIATION** have executed this Memorandum on the dates opposite their signatures.

_____ _____

Association President Date Superintendent Date