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MASTER CONTRACT

between the

LOCKLAND EDUCATION ASSOCIATION

an affiliate of the
OHIO EDUCATION ASSOCIATION
and the
NATIONAL EDUCATION ASSOCIATION

and the

BOARD OF EDUCATION

of the
Lockland Local School District

Effective:
July 1, 2024 through June 30, 2027

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ARTICLE 1:
RECOGNITION

1.01 ASSOCIATION

The Lockland School District Board of Education hereinafter referred to as the "BOARD", recognizes the Lockland Education Association, as affiliated with the Ohio Education Association and National Education Association, hereinafter referred to as the "ASSOCIATION", as the sole and exclusive agent representing the bargaining unit.

1.02 BARGAINING UNIT

1.0201 The bargaining unit shall be defined as all certificated employees who are under contract with the Board to teach a full school year, excluding all tutors, substitute teachers, community education staff and all administrative staff and/or supervisory employees who have the administrative authority to employ, evaluate, transfer, assign, discipline or discharge members of this bargaining unit or have the responsibility to make recommendations thereon.

1.0202 The group of represented employees shall be referred to hereinafter as the "BARGAINING UNIT"; and, any teacher represented as a member of the bargaining unit shall be referred to hereinafter as a "MEMBER".

1.03 BOARD

The Association recognizes that the Board is the duly elected body charged by law with the authority and responsibility except as expressly limited by a provision of this contract to establish the educational and other policies of the Lockland School District, and 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 as provided by law, including, but not limited to, 3313.20, 3313.47 and 4117.08 of the Ohio Revised Code.

ARTICLE 2:
NEGOTIATIONS

2.01 NEGOTIATIONS

2.0101 Requests to open negotiations shall be made by the Association to the Board or by the Board to the Association.

2.0102 Upon receipt of the written request to bargain, the parties shall agree within seven (7) days of the receipt of the written request to negotiate to the time and place of the first negotiation session, which shall be held not later than sixty (60) days prior to the expiration of the contract.

2.0103 At the first meeting, the parties shall exchange their specific negotiation proposals and no new issues for negotiation may be added after the first meeting without the mutual consent of both parties.

2.02 REPRESENTATION

The parties or their designated representatives shall meet to negotiate in good faith. Representation shall be limited to five (5) representatives each. Neither party shall have any control over the selection of the negotiating representatives of the other and each may select its representatives from within or outside the school district.

2.03 INFORMATION

Upon reasonable request the Board shall make available to the Association such information as is pertinent to the items being negotiated; provided that nothing herein shall require the Board to compile such information or make available any confidential information or reports expressly compiled for the use of the Board or its designated representatives.

2.04 RATIFICATION

When agreement is reached through negotiations, the outcome shall be reduced to writing and submitted to the Association and Board for ratification. The Association shall take action on the tentative agreement within ten (10) days of receipt of the tentatively agreed to package and the Board shall take action at the next Board meeting following receipt of notification that the Association has ratified the tentative agreement. If ratified by both parties, the contract shall then be signed and be binding upon the Association and the Board.

2.05 IMPASSE

2.0501 In the event that agreement cannot be obtained on all issues being negotiated within thirty (30) days of the first negotiation session, either party may declare impasse on issues being negotiated, except that the parties may mutually agree to withdraw any negotiation issues and submit them to the ratification procedures as herein before described.

2.0502 If an impasse is declared, the spokesperson for the bargaining team declaring impasse shall contact the Federal Mediation and Conciliation Services and request the appointment of a mediator. If a settlement is not reached within thirty (30) days of the first contact with the mediator, the impasse procedure of this contract shall be deemed to have been completed and an ultimate impasse shall exist unless the parties mutually agree to continue mediation for an additional thirty (30) days. If settlement is not reached after an additional thirty (30) days, the impasse procedure shall be deemed to have been completed and ultimate impasse shall exist. It is agreed that this impasse procedure shall supersede and replace the statutory impasse procedure contained in 4117 of the Ohio Revised Code.

2.06 WAIVER OF NEGOTIATIONS

The Board and the Association acknowledge that during negotiations that result in any agreement, each party had the right, subject to the limitation of law and this procedure, and the opportunity to make demands and proposals with respect to any matter not removed thereby, and that said agreement was arrived at by the parties after the exercise of that right and opportunity. Further, the Board and the Association shall voluntarily and unqualifiedly waive and agree that the other shall not be obligated to negotiate with respect to any subject or matter irrespective of whether such subject or matter is specifically referred to or covered in said agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time negotiations were being conducted or at the time the parties signed said agreement.

ARTICLE 3:
GRIEVANCE PROCEDURE

3.01 DEFINITIONS

3.0101 "Grievance" - A grievance shall be defined as an alleged violation, misinterpretation or misapplication of this contract.

3.0102 "Day" - A day shall mean a calendar day unless otherwise indicated.

3.0103 "Grievant" - A grievant shall mean a member of the Association or group of members where the alleged actions have arisen out of identical circumstances.

3.02 GENERAL PROVISIONS

3.0201 No reprisal shall be made against any party involved in the use of the grievance procedure.

3.0202 A grievance may be withdrawn at any level without prejudice or record.

3.0203 Any grievance not answered by the administration within the time limits set forth at that level shall be automatically appealed to the next level of the grievance procedure.

3.0204 No grievance record shall be placed in the personnel file of any of the participants involved in the grievance procedure.

3.0205 The failure of a grievant to timely file an appeal at any step of the grievance procedure shall constitute an acceptance of the decision of the Immediate Supervisor or Superintendent at the level of the grievance procedure completed.

3.0206 Nothing contained herein shall be construed as limiting the individual rights of a member from discussing the matter informally with any administrator through normal channels without intervention of the Association, provided the adjustment is not inconsistent with any provisions of the negotiated agreement.

3.0207 Each building principal shall make available to any member of the bargaining unit forms upon which the written grievance is to be filed in such quantities as said employee may reasonably request.

3.0208 In the event there is a grievance which involves a number of teachers in more than one school, it may be submitted as a group grievance by the Association provided the grievance is signed by all those who are included in the group and may be initiated at Step Two of the grievance procedure.

3.0209 In the event there is a grievance which involves an alleged violation of the contract affecting the entire bargaining unit, it may be submitted by the Association as an Association grievance and be instituted at Step Two of the grievance procedure.

3.0210 Both parties may be represented by a person of their choice at each formal step of the grievance procedure.

3.03 PROCEDURE

Every attempt will be made to resolve problems at the lowest possible level. The grievant(s) and/or the Association shall approach the immediate principal/supervisor and discuss the matter in an informal manner. Neither the administrator nor the grievant shall be represented.

3.0301 Step One - Immediate Supervisor

A. If the discussion at the Informal Level does not resolve the grievance to the satisfaction of the grievant, the grievant shall have the right to file a written grievance with his/her principal/supervisor.

B. If said written grievance is not filed within thirty (30) calendar days after the occurrence of the act or condition which is the basis of said grievance, then the grievant will be deemed to have waived the right to file a grievance. This waiver shall prevent the grievant from filing a grievance at a later date, on the same issue on the basis that there is a continuing violation of the contract.

C. The written grievance shall contain a statement of the alleged facts upon which the grievance is based and reference to the specific provision(s) of the contract allegedly violated, misinterpreted or misapplied and shall indicate the relief requested. A copy of said grievance shall be filed with the supervisor involved.

D. Within seven (7) days of the filing of the grievance, the Immediate Supervisor shall meet with the grievant and hear the grievance. The grievant may be accompanied by a representative of his/her choice at this level and forward.

E. The supervisor/principal shall take action on the grievance within seven (7) days after the meeting. The action taken and the reasons therefore shall be in writing and sent to the grievant and the Superintendent.

3.0302 Step Two - Superintendent

A. If the meeting between the grievant and the Immediate Supervisor does not resolve the grievance to the grievant's satisfaction, the grievant may within seven (7) days appeal the Immediate Supervisor's decision to the Superintendent by filing a written notice of appeal with the Superintendent. The written notice shall contain all written documentation exchanged between the

Immediate Supervisor and the grievant at the first level of the grievance procedure.

B. Following receipt of the properly filed appeal, the Superintendent shall within seven (7) days meet with the grievant, his/her designated representative or witness and they shall attempt to resolve the problem.

C. The Superintendent shall take action on the written grievance within seven (7) days after the meeting.

D. The action taken and the reasons therefore shall be in writing and sent to the grievant and the Immediate Supervisor.

3.0303 Step Three - Arbitration

A. If the grievant is not satisfied with the decision of the Superintendent, he/she may request, within fifteen (15) days after receipt of notice of the decision, that the grievance be submitted to binding arbitration. Such request shall be in writing and filed with the Board Treasurer. The arbitration will be turned over to the American Arbitration Association in accordance with the rules and regulations of the American Arbitration Association. If the parties mutually agree, a grievance may be submitted through the expedited procedures of the American Arbitration Association.

B. The arbitrator shall have no power to alter, add to, subtract from, disregard or modify any term of this contract, or make any award which is inconsistent with the terms of the contract or contrary to law.

C. The arbitrator shall make his/her report and recommendations to the grievant and the Board. The arbitrator's decision shall be final and binding upon the parties.

D. The fees and expenses of the arbitrator shall be divided equally by the parties.

ARTICLE 4:
ASSOCIATION RIGHTS

4.01 DUES DEDUCTIONS

4.0101 The Association shall be granted the right to payroll deduction of its annual dues and those of its affiliates and their departments. The Board agrees to deduct from the pay of a member, professional dues for the National Education Association, the Ohio Education Association, and the Lockland Education Association, when so authorized in writing by the member.

4.0102 Dues shall be deducted in sixteen (16) equal installments beginning with the second pay period following receipt by the Board Treasurer of the necessary documentation from the member.

4.0103 Dues deduction authorization must be in writing by the member to the Board Treasurer by September 30 of the given year.

4.0104 Such authorization shall be automatically renewed from year to year unless the member withdraws the authorization. The Association President will be notified of any written notice of the withdrawal of payroll deduction by a member.

4.0105 The Association shall indemnify, defend, and hold harmless the Board for any losses, damages, or liability arising out of the Board's compliance with the dues deduction authorizations submitted by a member or the Association.

4.02 MAILBOXES, BULLETIN BOARDS & E-MAIL

4.0201 The Association shall be granted the right to insert Association materials into teachers' mailboxes and e-mail.

4.0202 The Association shall have the right to use a bulletin board in each of the faculty lounges.

4.03 SCHOOL BUILDINGS & FACILITIES

The Association shall be granted the right to hold meetings on school property at reasonable times. The Association shall schedule, in advance, space and time with the building principal.

4.04 NEW TEACHERS

4.0401 The Association shall be provided the names, addresses, subject area and grade level of newly employed teachers following Board approval of their contracts. Such information shall be provided seven days before the new hire orientation. Additionally, the date and time of the program shall be provided at least seven days prior to the new teacher orientation. Subject area and grade level are subject to change.

4.0402 The Association shall be given a place on the program for the orientation of new teachers. Time limit will be not less than thirty (30) minutes.

4.0403 The Association shall have the right to place in the packets of all new teachers, a letter prepared by the Association informing said teachers that the Association is recognized as the exclusive negotiating representative for all teachers in the Lockland School District, as long as it is recognized as such.

4.05 BOARD MEETINGS

The Association President or designee shall be furnished a tentative agenda at least twenty-four (24) hours in advance of any Board meeting, regular or special, if possible. The Association President or designee shall be emailed or hand delivered a copy of the Board minutes not less than three (3) days after approval by the Board.

4.06 NO REPRISAL

There will be no reprisal of any kind taken against any teacher by reason of membership in the Association or participation in any of its activities, as long as these activities do not interfere with the educational program.

4.07 ACCESS TO MEMBERS

4.0701 Representatives of the Association may meet with members of the bargaining unit prior to the start of the school day, after the end of the school day or while a member of the bargaining unit is on his/her duty free lunch or planning and conference time so long as it does not interfere with the educational process. Upon arriving at a building, the representative shall check into the principal's office and indicate with whom he is going to meet and at what location in the building the meeting will take place.

4.0702 The Association shall have the right to make announcements at the end of grade level, building and all staff meetings.

4.08 ASSOCIATION LEAVE

The Association shall have five (5) days with pay per year which members of the Association may use on Association business and which leave will not be charged to the individual employee's sick leave or personal leave.

ARTICLE 5:
TEACHER RIGHTS/EMPLOYMENT PRACTICES

5.01 PERSONNEL FILE

5.0101 A personnel file of each employee shall be maintained in the office of the Superintendent. This shall be considered a confidential file to the extent permitted by law, except for that information which is "directory information".

5.0102 Upon advance written request, an employee shall be able to review his/her personnel file in the office of the Superintendent. The file may be reviewed in the presence of the Superintendent or his/her designee. The employee shall have the right to be accompanied by an Association representative. A representative of an employee shall be given access to the file of said employee upon presentation of written authorization from the employee, including the signature of said employee.

5.0103 In addition to the employee, the individual members of the Board of Education, Superintendent, Assistant Superintendent, Building Principals and any other administrator or central office employee who has a legitimate district-related reason for reviewing the file, shall have access to same.

5.0104 Prior to placing an evaluation and/or material that is disciplinary in nature or reasonably considered to be critical of an employee's job performance in an employee's file, the employee shall be given the opportunity to see the material and initial same. Initialing of the material by the employee shall not constitute agreement with the content of said material. If the employee refuses to initial the evaluation or derogatory material, it may be placed in the personnel file without the employee's initials.

5.0105 An employee shall have the right at any time to attach a written reply to any material being placed in his/her file and this reply shall be attached to the material in question.

5.0106 Any employee shall have the right to obtain one (1) copy of any item in his/her file.

5.0107 No anonymous letters or materials that, following a Board investigation, prove to be unsubstantiated, shall be placed in a member's personnel file.

5.0108 The provisions of this section of the Contract shall not be construed as limiting the rights accorded to an employee, pursuant to Chapter 1347 of the Ohio Revised Code.

5.02 VACANCIES AND TRANSFERS

5.0201 While the Board must hold open certain options in the selection of personnel, particularly that of selecting the best qualified candidates for the position, it will notify faculty members by email when school is in session, and by email during the summer, of all certificated/licensed openings, which are bargaining unit positions, within the district so that our own staff has an equal opportunity with any and all persons to apply for these positions. Such notification will be given within five (5) days of Board action.

5.0202 A posting shall remain open for three (3) week days year round, excluding holidays.

5.0203 Voluntary Transfer

A. This section is primarily to set forth procedures whereby members can make known their desire and be considered for a new teaching assignment. Members, properly certificated, can make known their interests in changing to a position opened through vacancy or created by the Board. Teachers may also request a change in position annually, by completing a form distributed by the administration. Members must be properly certificated by the first day of work in the new position.

B. Employees with applications on file for a posted vacancy and who make themselves available to be interviewed at the time the vacancy is posted shall be provided an interview with the Superintendent or designee before a decision is made permanently filling the vacancy.

5.0204 Involuntary Transfers/Changes in Assignment

A. An involuntary transfer/change of assignment shall mean a change in the member's teaching assignment without the member's consent.

B. An involuntary transfer/change of assignment will be made only after a meeting between the member involved and the Superintendent or designee, at which time the member, if he/she requests, will be notified in writing of the reason for the transfer. An involuntary transfer/change of assignment shall be made for valid educational reasons only as determined by the Administration.

C. Reasonable efforts will be made to notify the member of the transfer as much in advance as possible. Compensatory or released time shall be given and arranged with the principal if the transfer is less than two (2) weeks before the assignment begins.

D. A tentative schedule will be provided to each returning teacher by the students' last day of school.

5.03 DISCIPLINE

5.0301 Prior to formally disciplining a teacher through a written reprimand, the teacher shall be advised of the incident for which the reprimand is to be issued and be given the opportunity to explain his/her position on the matter prior to the issuance of a written reprimand. Both the administrator and teacher may have a representative at this conference.

5.0302 If the teacher disputes the issuance of the written reprimand, he/she may attach his/her written rebuttal to the reprimand which shall be included in the personnel file.

5.0303 Except in emergency situations, no teacher shall be reprimanded within hearing range of other employees (excluding administrators) or in the presence of the public.

5.0304 The Superintendent agrees that, in general, the administration will follow the principles of progressive discipline. Such progressive discipline shall include:
1. oral reprimand—an oral reprimand shall not be placed in the employee's personnel file;
2. written reprimand—a written reprimand may be placed in the employee's personnel file at the sole discretion of the principal and/or superintendent
3. suspension with or without pay
4. contract termination

5.0305 Disciplinary action shall follow a progression except when the nature of the infraction is serious enough to warrant bypassing one or more steps of progressive discipline.

5.0306 The first suspension shall not exceed one (1) day, the second shall not be for more than three (3) days and any subsequent suspension shall not be for more than five (5) days.

5.0307 Contract non-renewal shall not be deemed to be a disciplinary action. Except for contract termination, appeals of disciplinary actions shall be made through the Grievance Procedure. Contract termination appeals shall be made through the procedures set forth in R.C. Sections 3319.16 and 3319.161. If no further discipline occurs, written discipline will be removed from the personnel file after two years.

5.0308 Disciplinary Hearing

Before a suspension of any employee covered by this Master Contract becomes effective, a hearing shall be held at which the employee may present his case. The employee and the Association shall be notified of the reason for the suspension. In the case of suspension, the hearing shall be before the Superintendent and take place no later than three (3) days following receipt of such notice. At such hearing the employee affected may be represented by the Association. The employee shall be given a reasonable opportunity to present evidence on his behalf.

5.0309 Representation

When an employee is called before management for any discussion that may lead to or result in disciplinary action against such employee, the Association will be

permitted to be present. The Board/administration shall advise said employee of his/her rights under this Section.

5.04 CONTRACT NON-RENEWAL

The limited contract of a teacher shall be non-renewed in accordance with the provisions set forth in Section 3319.11 of the Ohio Revised Code and the teacher shall have the due process rights as set forth in 3319.11 of the Ohio Revised Code.

5.05 CONTRACT TERMINATION

The continuing contract of a teacher and a limited contract of a teacher during its term shall be terminated for the reasons set forth in Section 3319.16 of the Ohio Revised Code and the hearing process provided in Sections 3319.16 and 3319.161 shall be utilized in the event a termination is initiated.

5.06 REDUCTION IN FORCE

5.0601 When, in the judgment of the Board, staff reduction becomes necessary, such reductions should be through attrition to the extent possible.

5.0602 When, in the judgment of the Board, further reductions are necessary, the following procedures should apply.

A. RIF Procedure for Members Who are "Teachers": Members who are considered "teachers" under ORC 3319.111 and the Teacher Evaluation Policy shall have their contracts suspended in the event of a reduction in force according to the following procedure, subject to the Superintendent's right of assignment per ORC 3319.01:

B. (1) First, position(s) vacated as a result of voluntary resignation, retirement, or death will not be filled, to the extent possible.

(2) Second, all contracts of reemployed retirees in affected areas shall not be renewed.

(3) Third, teachers in affected areas shall be reduced in the following order:

a. Limited contract members who have a rating of ineffective;
b. Continuing contract members who have a rating of ineffective;
c. Limited contract members who have a rating of developing;
d. Continuing contract members who have a rating of developing;
e. Limited contract members who has a rating of skilled
f. Limited contract members who have a rating of accomplished;
g. Continuing contract members who have a rating of skilled;
h. Continuing contract members who have a rating of accomplished.

B. A teacher's evaluation rating for the purposes of reduction in force shall not include student growth measures.

C. When evaluations are comparable, reductions shall occur in reverse order of

seniority. All members with an average rating of “accomplished” shall be deemed comparable to one another; all members with an average rating of “skilled” shall be comparable to one another; all members with an average rating of “developing” shall be comparable to one another; and all members with an average rating of “ineffective” shall be deemed comparable to one another.

5.0603 Recall

A. Any member whose contract has been suspended will be placed on a recall list for re-employment for two (2) years. If a vacancy occurs in such member's area of certification, he/she shall be offered the position before outside applicants are considered.

B. If a member refuses an offered vacancy for which he/she is certificated, his/her name shall be removed from the recall list and the Board's obligation terminated.

C. The Board will send a written notice of vacancy to the staff members on the recall list considered for recall by certified mail at the last address left by the member. Rejected or non-deliverable written notice or a failure to respond within ten (10) days of the posting of the notice shall constitute refusal of the vacancy.

5.0604 Any merger of the Lockland School District with another school district shall be done in accordance with state law and the affects of that decision shall be bargained with the union if requested to do so by the Association.

5.0605 The reduction in force provision of this contract supersedes and replaces Section 3319.17 of the Ohio Revised Code.

5.07 CLASS SIZE/WORK LOAD

Class size shall not exceed the number of pupils as set forth by the minimum standards of the Ohio Department of Education.

5.08 COMPLAINT PROCEDURE

5.0801 The Board and/or its Agent shall provide to any employee reasonable notice of any complaint directed against that employee in connection with his/her professional performance as an employee of the Board.

5.0802 If the administrator expects an employee to respond to said complaint and thereby feels the necessity of discussing the complaint with the employee, the administrator shall advise the employee of the identity of the complainant and the nature of the complaint.

5.0803 If the administrator intends to pursue the matter, he shall schedule a conference with the employee and the employee's representative if the employee so chooses and provide the employee with a copy of the complainant's written remarks and if no written remarks are made by the complainant, then with the description of the nature

of the complaint. The employee will be given the opportunity to provide a response to the complaint explaining his or her position on the matter. No complaint by the public shall result in disciplinary action until this conference has taken place.

5.0804 Complaints received by members of the Board will be referred to the Superintendent. The Superintendent or members of the Central Administration will refer complaints to the building principal. The building principal shall process the complaint in accordance with this provision.

5.0805 It is agreed that this complaint procedure does not apply to allegations of child abuse or child neglect which shall be reported as required by law.

5.09 EVALUATION PROCEDURES

5.0901 Teachers of the Lockland School District shall be evaluated according to the Board's standards-based teacher evaluation policy attached handbook identified as Exhibit I. The association shall reserve the right to grieve the district evaluation policy OTES 2.0 if it is violated in process or substance.

5.10 SHARED STAFFING

When it becomes necessary for a member of the bargaining unit to be working for a period of time due to their certification under more than one administrator, the administrator under which the employee spends the majority of his/her work hours per week shall be the employee's immediate supervisor and to whom said employee will be responsible.

5.11 ASSIGNMENT

No teacher shall be assigned to teach a class in which he/she is not certificated/licensed by the State Department of Education. However, teachers may be assigned to provide support services if needed provided the teacher is paid in accordance with the teacher salary schedule.

5.12 EVALUATION COMMITTEE

5.1201 Given the dynamic nature of the mandated teacher evaluation process, the Board authorizes the Superintendent to establish and maintain an ongoing Evaluation Policy Consultation committee, with continuing participation by the Association and for the express purpose of recommending necessary changes to the Board for the appropriate revision of this policy. This committee shall be comprised of an equal number of Administrators, appointed by the Superintendent, and members, appointed by the Association President.

5.1202 Prior to making any changes or modifications to any of the attached documents (Board Policy, Teacher Evaluation Handbook and Timeline), the Board shall notify the Association President at least two (2) weeks in advance of any contemplated change and convene the Evaluation Policy Consultation committee for the purposes of discussing the changes and collaborating to resolve any conflicts.

5.1203 If consensus is not reached, and the outlying issues materially affect terms and conditions of employment, the Board will have a bargaining obligation over those

areas that are in disagreement before implementation. The Association may exercise any and all rights in accordance with the Collective Bargaining Agreement and with ORC 4117.

ARTICLE 6:
WORKING CONDITIONS

6.01 SCHOOL DAY

The regular school day for teachers shall not exceed seven and one-half (7-1/2) hours.

6.02 STAFF MEETINGS

6.0201 It is understood that teachers will be available and attend without additional compensation, meetings and events (i.e. Open House, curriculum night) both prior to, during and after the regular school day for teachers except that faculty meetings shall not be scheduled on a Friday, the day before a holiday or on Election Day, and shall begin within fifteen (15) minutes of the end of the student day. Teachers shall not be required to attend more than three (3) faculty meetings or events per month which last beyond the regular work day, and shall not exceed three times per school year. Teachers shall receive at least (2) two weeks' notice for any meeting or event they are required to attend. Teachers shall not be required to attend events or meetings on Fridays after work hours, Saturdays, or Sundays.

6.0202 In addition, principals ordinarily will provide their staff at least one (1) week in advance, a written notification of meetings they must attend outside of their regular work day including meetings called by the Central Office. This advance notification does not apply to emergency meetings and matters which the administration had less than one (1) week's notice of at the time the agenda was prepared.

6.03 SCHOOL YEAR

The school calendar shall provide for one hundred eighty-one (181) full days of instruction (as defined by state department regulations and/or standards) and one hundred eighty-four (184) days for teachers.

6.04 PREPARATION PERIODS

The schedule for each full-time classroom teacher shall include at least two hundred (200) minutes per week during the regular workday for instructional planning, evaluation and conferences. A reasonable effort will be made to schedule thirty (30) continuous minutes of planning time per day.

6.05 DRUG-FREE WORKPLACE/TOBACCO USE

6.0501 Drug-Free Workplace

A. No employee of the Lockland School District engaged in work or while in the workplace shall unlawfully manufacture, distribute, dispense, possess or use any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or any other controlled substance as defined in Federal and State law.

B. The workplace includes any school building, school property, school-owned vehicles, or school-approved vehicle used to transport students to and from school or school activities; off school property during any school-sponsored or school-related activity, event or function, such as a field trip or athletic event where students are under the jurisdiction of the school district where work on a federal grant is performed.

C. As a condition of employment, each employee shall notify his/her supervisor of his/her conviction of any criminal drug statute for a violation occurring in the workplace as defined above, not later than five (5) days after such conviction.

D. An employee who violates the terms of this policy shall satisfactorily participate in a drug abuse assistance or rehabilitation program approved by the Board. If the employee fails to satisfactorily participate in such a program, the employee shall be non-renewed or employment may be suspended or terminated at the discretion of the Board.

E. Sanctions against employees, including non-renewal, suspension and termination shall be in accordance with prescribed school district administrative regulations and procedures.

6.0502 Tobacco Use

All members of the bargaining unit are subject to the terms and conditions of Policy 3215, “Use of Tobacco by Professional Staff.”

6.06 INTERNAL SUBSTITUTION/SUMMER SCHOOL

6.0601 If a member of the bargaining unit is required to cover the class of a teacher during his/her planning period, the teacher shall be compensated at the rate of thirty dollars ($30.00) per period.

6.0602 Each teacher who has students added to his/her class, by an administrator, shall be paid at a rate of thirty dollars ($30.00) per hour for each hour other students are added if the number reaches over twenty-six (26) students in the classroom.

6.0603 Teachers who teach summer school shall be paid at the rate of thirty dollars ($30.00) per hour.

6.0604 These payments shall be made within thirty (30) days of the Board Treasurer's receipt of the properly completed reimbursement documentation.

6.07 DUTY-FREE LUNCH

Each teacher of the bargaining unit who is employed on more than a half-time contract shall be granted thirty (30) consecutive duty-free minutes for lunch each workday, during which time he/she shall not be required to perform any school/work activity and/or duty.

6.08 HIRING OF RETIRED CERTIFICATED STAFF MEMBERS

6.0801 If the Board of Education elects to employ individuals who have retired and are receiving benefits through the State Teachers Retirement System, the conditions set forth in this Article, and only the conditions set forth in this Article, shall apply to the employment of these individuals:

A. The salary to be paid to the retiring teacher shall be based on the appropriate placement on the current teacher salary schedule training column with a maximum of five (5) years of experience and shall not be subject to Chapter 3317 or any other section of the Ohio Revised Code.

B. Teachers employed pursuant to this provision shall receive one (1) year limited contracts and shall not be eligible to receive continuing contracts regardless of their years of service or license held.

C. Each one (1) year contract shall automatically expire upon the completion of the year and it is not necessary for the Board to conduct evaluations in accordance with Chapter 3319.111 of the Ohio Revised Code nor to take formal action to not re-employ the employee pursuant to Chapter 3319.11 of the Ohio Revised Code in order to terminate the employment relationship. The employment relationship shall end upon the expiration of the contract in the same manner as a supplemental contract.

D. Returning retirees are not entitled and/or are not eligible to receive any severance benefits provided by any collective bargaining agreement in effect between the Board and the Association.

E. Retirement constitutes a break in continuous service. Upon employment after retirement, the employee will be credited with zero (0) years of seniority. If subsequently and continuously re-employed, the unit member shall advance in seniority. In the event of a reduction in force, the re-employed teacher will not have any bumping rights.

F. Such employment will not jeopardize the continuation of existing academic programs nor result in the reduction in force of faculty employed at the commencement of each such re-employment contract.

G. Subject to these provisions, re-employed teachers are part of the bargaining unit.

H. Re-employed teachers are not eligible to participate in any super severance program nor are they eligible for severance pay.

I. Rehired retirees shall not be entitled to participate in the District's group insurance plans. However, to the extent that rehired retirees are not eligible for primary coverage under an STRS health benefits plan, they will be entitled to enroll in the District's health benefits plan on the same terms as other bargaining unit members.

6.0802 Pursuant to the authority provided by R.C. 4117.10 and to the extent that this provision is contrary to or in conflict with any Ohio law including, but not limited to 3319.11 ORC, 3319.111 ORC, 3319.141 ORC, 3319.17 ORC, Chapter 3317 ORC, Chapter 3307 ORC, this provision shall supersede and replace the statutory law of Ohio.

6.09 END OF THE QUARTER WORK DAY

Each member of the bargaining unit shall have a 1:00 p.m. early release for students at the end of each quarter to work without students, for the purposes of record keeping and other documentation.

6.10 RIMPS

A. Kindergarten through twelfth grade reading teachers who maintain RIMPs for their students shall be granted one school day per contract year supported by a paid substitute to complete these detailed plans.

B. RIMPs shall be completed by teachers on school grounds using school district computers during the school day.

C. The administration retains the right to schedule the substitutes for the teachers pursuant to Paragraph 1 above, and will schedule the substitutes so as to avoid the use of multiple substitute teachers on the same day.

ARTICLE 7:
LEAVES OF ABSENCE

7.01 ASSAULT LEAVE

7.0101 The Board shall provide assault leave for employees who are absent due to any physical disability resulting from an assault which occurs during the course of Board employment. Such leave will not cause any loss in pay, nor be charged against sick leave accumulated by the employee. Such leave shall be limited to the remainder of the school year or sixty (60) working days, whichever is shorter.

7.0102 Any case of assault on a teacher shall be immediately reported in writing to the building principal and to the Superintendent. The Board shall render all reasonable assistance to the teacher and law enforcement in connection with the handling of the incident by law enforcement and judicial authorities, but will not assume legal costs.

7.0103 For the purpose of this section, assault will be defined as an attack with violence by physical means.

7.0104 Assault leave will not be granted unless said teacher:

A. Has signed a written statement indicating the nature of the assault and the justification for granting and use of the leave;

B. Provides a written statement from a licensed physician stating the duration of the disability and the necessity of absence from regular employment. Falsification of the above statement shall be grounds for disciplinary action.

C. Cooperates fully with law enforcement and the Board in the investigation and/or prosecution of the offender(s) who committed the alleged assault.

7.0105 The assault leave provision of this contract supersedes and replaces Section 3319.143 of the Ohio Revised Code.

7.02 PERSONAL LEAVE

7.0201 Three (3) days of unrestricted personal leave shall be granted per school year without stated reasons.

7.0202 The principal or supervisor must receive a written request three (3) school days prior to the time the unrestricted personal leave is desired. The Superintendent of Schools may waive the requirement of three (3) days prior notice to allow for emergency situations. The days may not be taken during the first contracted day at the beginning, or last contracted day at the end, of a summer vacation period, or on a designated professional development day, unless reasons are stated and approved by the Superintendent or his/her designee.

7.0203 No more than a maximum of ten percent (10%) of the teachers of the district (including prior known sick days and prior known professional days)

7.0204 Bargaining unit members shall roll over unused personal leave days into accumulated sick leave.

7.0205 On mid-term or final examination days, personal leave shall be restricted to matters that cannot be done outside the workday. Personal leave days shall not be used to seek other employment or to work at another job.

7.0206 If a member does not use any portion of his/her personal leave days during the school year, the member shall have four (4) personal leave days to use the following school year. A member shall not be entitled to accrue more than four (4) personal leave days. This provision shall be in addition to subsection 7.0204.

7.03 SICK LEAVE

7.0301 Full-time, certified teaching employees shall be given fifteen (15) days sick leave with pay for each year worked, which shall be accumulated and credited at the rate of one and one-fourth (1-1/4) days per month of completed service for a maximum of two hundred forty (240) days.

7.0302 Employees shall be granted sick leave for absence because of the following reasons:

A. Personal illness or injury;

B. Exposure to a contagious disease which could be communicated to others.

7.0303 Sick leave shall also be granted for use in the event of illness of a member of the employee's immediate family, defined as the employee's spouse, child, parent, parent-in-law, grandparent, grandparent-in-law, grandchild, sibling, step-family, or any other relative or person who is a permanent member of his/her household.

A. A maximum of five (5) days of absence without loss of pay may be granted to an employee when such absence is necessitated by the death of a member of his/her immediate family as defined above.

B. A maximum of two (2) days of absence without loss of pay may be granted to an employee when such absence is necessitated by the death of a relative not in his/her immediate family or any person who is a permanent member of his/her household.

7.0304 An employee requesting sick leave shall furnish a written signed statement on a form prescribed by the Board to justify his/her use of sick leave.

7.0305 After four (4) consecutive days of sick leave, the Board may require the employee to provide a written statement from his/her physician indicating the nature of his/her illness and the fact that he/she was medically unable to perform his/her contractual duties on the day sick leave was requested. The Board shall pay the full cost for the written statement.

7.0306 In the event an employee claims a need to be on sick leave for more than fifteen (15) days during the year, the Board shall have the right to require the employee to submit a second opinion by a physician approved by the Board of Education. In such event, the Board shall pay the full cost of the examination.

7.0307 Any unused sick leave days accrued beyond the maximum limit of two hundred forty (240) days will be paid at the rate of twenty-five percent (25%) at the end of each school year. Payment of sick leave on this basis shall be considered to eliminate sick leave credit beyond two hundred forty (240) days by the employee at that time.

7.0308 Sick Leave Bank (SLB)

The purpose of the sick bank is to loan sick days to participating bargaining unit members who are experiencing cases of prolonged illness for themselves or for family members who qualify under Section 7.0303. This bank is to be used only under specific conditions. The conditions are as follows:

A. (1) The Bank shall be contributed to on a voluntary basis. After the start of each school year, all teachers will receive an intent form from the Board Treasurer's office for the purpose of enrolling in the SLB. Initial membership will consist of one (1) day sick leave, to be designated by the teacher, to the SLB on such form between September 1 and October 1. Each teacher will receive a notice of receipt indicating his/her participation in the program.

(2) New members may join by October 1 of each year. Membership shall be continuous unless canceled, in writing, to the Board Treasurer's office during the period of September 1 through October 1.

(3) No participating member will be asked to donate more days unless the SLB is empty and then days will be donated on a voluntary basis.

(4) A member may apply to use the SLB by applying to the Sick Bank Committee (SBC) by requesting a form from the LEA Secretary or President. Approval or disapproval by the SBC shall be binding.

(5) The SBC shall consist of the LEA Executive Committee.

B. The Bank may be used only when the employee has exhausted his/her own sick days and personal days and the sick days that the Board will advance to him/her.

C. Prolonged illness shall generally be considered ten (10) or more workdays.

D. Days from the bank may not be used while the member is paid under The Worker's Compensation Law or when employee is eligible for disability retirement from State Teachers Retirement System.

E. Upon return to work, the member will repay the Bank at a rate of five (5) days per year until the Bank has been repaid one hundred percent (100%). Contributing members who have donated extra days will be repaid at that time. If any contributing member retires before the Bank is repaid in full, that member shall be repaid from the days already repaid. If a member retires or leaves the district before all of the days have been repaid, the remaining days owed shall be deducted from the accumulated sick leave at that time. If there are not enough sick days to repay the SLB, the employee's last paycheck or severance pay shall be docked in the amount equal to the per diem for all days owed to the SLB. If a member dies or must be put on disability, the balance of the days owed will be canceled.

F. The SBC will require a medical report from a licensed physician at any time before or during the time of the use of the Bank. This shall be at the member's expense. The SBC reserves the right to request a second medical opinion, if necessary, and to limit the number of days granted. There is a cap of thirty (30) days per school year per member. This cap may be waived by the SBC in the case of a life-threatening catastrophic illness by an employee (or family member of an employee who qualifies under Section 7.0303). Again, the decision by the SBC is final and binding.

G. The SBC shall provide to the Board Treasurer's office all of the paperwork necessary to keep accurate records of the Bank's sick day transfers.

H. Bank days shall not be used during summer school employment.

I. Exhibit C shall be the enrollment form used for participation in the Sick Leave Bank.

7.04 BEREAVEMENT LEAVE

Employees shall be granted up to five (5) paid days for each occurrence, not deductible from sick leave, for bereavement due to death of the employee's spouse, domestic partner, parent (natural or adoptive), child (biological or adopted) and sibling.

The Board may request appropriate verification of death, date of funeral, or relationship before granting the bereavement pay.

7.05 MILITARY LEAVE

Military leave shall be granted in accordance with federal and state law.

7.06 JURY DUTY

7.0601 An employee of the Board selected for jury duty shall be compensated his/her daily rate of pay. Such time shall be construed as continued service in the Lockland School system.

7.0602 In the event that a teacher is subpoenaed to testify as a witness in a case which arises from or is related to the performance of the teacher's contractual duties, said teacher shall not suffer any loss of pay while answering the subpoena or appearing as a witness in said litigation.

7.07 SABBATICAL LEAVE

7.0701 A member of the bargaining unit who has completed five (5) years of service with the Board may, with the permission of the Board and the Superintendent of Schools, be entitled to take a leave of absence without pay and/or with part pay, for one (1) or two (2) semesters subject to the following restrictions:

A. The teacher shall present to the Superintendent for approval a plan for professional growth prior to such grant of permission.

B. At the conclusion of the leave, the member shall provide the Superintendent and Board with evidence that the plan was followed and completed.

C. The member shall return to the district at the end of the leave and teach for at least one (1) year.

7.0702 The Board shall not grant a leave request unless there is a satisfactory substitute available, nor grant such leaves to more than five percent (5%) of the staff members at any one time nor allow a part salary if granted in excess of the difference between the substitute's pay and the teacher's expected salary, nor grant a leave longer than one (1) school year, nor grant a leave to any teacher more than once for each five (5) years of service, nor grant a leave a second time to the same individual when other members of the bargaining unit have filed a request for such a leave.

7.0703 If a member fails to return to the district and teach one (1) year after the completion of his/her leave, the member shall reimburse the school district for all expenses of the leave, including, but not limited to, salary paid the member while on leave.

7.0704 The period of time on this leave shall count as a year of service for seniority purposes but it shall not be counted as a year of service for placement on the salary schedule.

7.08 LEAVES OF ABSENCE WITHOUT PAY

7.0801 Upon written request of a teacher, the Board of Education may grant a leave of absence for a period of not more than two (2) consecutive school years for educational or professional purposes. Such leave shall be without pay if it is approved by the Board of Education.

7.0802 A teacher on leave of absence pursuant to this provision shall have the option of continuing his/her insurance benefits under the current group insurance programs if permitted by the insurance carrier. In order to maintain these benefits while on leave, the teacher must prepay the entire premium due in advance each month.

7.0803 The granting of a leave pursuant to this provision shall not extend a limited contract past its term.

7.0804 Upon return from a leave of absence granted pursuant to this provision, the teacher shall be returned to a position for which he/she is certificated.

7.09 FAMILY MEDICAL LEAVE

Members of the bargaining unit who meet the eligibility requirements of the Family Medical Leave Act are covered by the Family Medical Leave Act.

7.10 PERFECT ATTENDANCE BONUS

7.1001 If a member has perfect attendance (excluding the use of professional leave days) from the start of the school year up through winter break, the member shall receive a bonus of one hundred dollars ($100.00), to be paid on or before January 30th.

7.1002 If a member has perfect attendance (excluding the use of professional leave days) beginning with the return to work from winter break through the end of the school year, the member shall receive a bonus of one hundred dollars ($100.00), to be paid on or before July 30th.

7.11 CHILD CARE LEAVE

7.111 Notwithstanding the provisions of the Family Medical Leave Act, a teacher of the bargaining unit shall be granted a child care leave of absence for the purpose(s) of child rearing for a child under the age of five (5) without pay if approved by the Board.

7.112 A teacher on child care leave may continue to participate in the group insurance plan(s) if allowable by the insurer(s) and provided the teacher pays one hundred percent (100%) of his/her premium(s) for the length of his/her leave.

7.113 The teacher shall submit written notification of his/her desire to take child care leave, when possible, at least sixty (60) calendar days prior to the date upon which the leave is requested to begin. In the case of adoption, notification of child care leave shall be submitted as soon as possible prior to the anticipated commencement of the leave.

7.114 Child care leave generally shall not exceed one (1) work year.

A. The Board and teacher mutually may agree that the teacher return later than one (1) year so that the return can coincide with the beginning of a school year.

B. In no case will the leave exceed three (3) semesters.

7.115 The teacher returning from child care leave shall be returned to his/her former position or to a position consistent with that teacher's certification.

7.116 The teacher shall remain on leave until the completion of the leave as approved by the Board.

7.117 A teacher shall return from leave at the start of a semester, or a date mutually agreed upon by the Board and the teacher.

7.118 A teacher shall confirm in writing to the Superintendent at least forty-five (45) days prior to the termination of the approved leave that he/she shall return to work or resign at the completion of the leave.

7.119 A teacher's application for and/or use of an unpaid health leave for pregnancy-related reasons shall not be grounds for denial of an unpaid child care leave.

ARTICLE 8:
COMPENSATION & FRINGE BENEFITS

8.01 SALARY SCHEDULES

The Board shall implement the salary schedules attached hereto and designated Exhibit "A" effective with each employee's first workday of the 2024-2025 school year. Four percent (4%) on the base with a vertical step for the 2024-2025school year. Four percent (4%) on the base with a vertical step for the 2025-2026 school year. Three percent (3%) on the base with a vertical step for the 2026-2027 school year.

8.02 ADVANCEMENT ON SALARY SCHEDULE

It shall be the teacher's responsibility to notify the Board Treasurer by July 31 of any year the teacher is entitled to a placement change on the salary schedule because of additional training and experience. Adjustments shall only be made on September 15 of the school year. Applications and requests for advancement shall be approved at the August Board meeting, pending verification of employee meeting the requirements for advancement.

8.03 PAY PERIODS/PAY PLANS

8.0301 Members of the bargaining unit will be paid in twenty-six (26) installments, except when the calendar year divides into twenty-seven (27) pay periods. When there are twenty-seven (27) pay periods, bargaining unit members shall be paid in twenty-seven (27) equal installments. At the Board's option there will be twenty-four (24) pays.

8.0302 All bargaining unit members shall be paid by direct deposit.

8.04 SUPPLEMENTAL CONTRACTS

8.0401 The Board of Education shall implement the supplemental salary schedules attached hereto and designated Exhibit "B" beginning June 30, 2024 through June 30, 2027. Supplemental pay shall be calculated on a base of twenty-four thousand dollars ($24,000.00).

8.0402 All members of the bargaining unit performing supplemental contracts shall be paid the full amount of their supplemental contract upon completion of their contractual duties and confirmation of that fact from their appropriate supervisor. A check for the supplemental duties performed shall be provided the member by the next regular pay period following the Board Treasurer's receipt of confirmation that the duties have been completed. Everyone holding a supplemental contract shall be provided with a written contract. The contract shall include: dates contract begins and ends, amount

of compensation, and name of immediate supervisor. Supplemental contracts automatically expire at the end of one year without any notice to the employee or any further action necessary or required by the Board of Education.

8.0403 The Board may set the compensation for any position not held by a bargaining unit member in its sole discretion if it elects to have said position.

8.0404 Supplemental contracts that are year long, such as department chair, class sponsor, etc., but not athletics, shall be paid in two (2) installments over the year. One installment shall coincide with the last pay in November and the second shall coincide with the last pay in May.

8.0405 Supplemental contracts shall be offered to certified staff first.

8.0406 Mentor Teacher Compensation.

1. A Mentor Teacher shall be compensated for each Resident Educator assigned to him/her. Each Mentor Teacher shall be assigned no more than two (2) Resident Educators per year. Mentor Teacher duties automatically terminate at the end of the school year and notice of non-renewal is not required.

2. A substitute teacher will be provided to release the Mentor Teacher and Resident Educator each from teaching duties to allow for observation, consultation, assistance and paperwork as follows:

    i. Two (2) days in RE Year 1 and RE Year 2;

3. Mentor Teacher: $ 750 Year 1 (for every Resident Educator's first year in district)

    $ 950 Year 2

Any Mentor Teacher who continues working with the same Resident Educator Year 1 into RE Year 2 will receive an extra $100 each year.

8.05 INSURANCES

8.0501 Any person employed after January 1, 1991 must be under contract for a minimum of thirty (30) hours per week to be eligible for insurance benefits.

8.0502 The Board shall provide the health insurance plan or plans available through the Greater Cincinnati Health Consortium. However, the Board and the Association agree this only applies to issues of coverage as outlined by the insurance carrier in the plan that it provides to the Consortium. Issues of who is covered, how they are covered and the amount the employees pay are left solely to the Board and the Association.

8.0503 The Board will continue to provide health and prescription drug insurance and pay ninety percent (90%) of the cost of both the single and family premiums during the term of this contract, with the employee paying ten percent (10%).

8.0504 The Board shall provide eligible members of the bargaining unit dental insurance through the Greater Cincinnati Insurance Consortium with eighty percent (80%) paid by the Board and twenty percent (20%) paid by the employee.

8.0505 The Board shall provide eligible members of the bargaining unit life insurance in the amount of forty thousand dollars ($40,000.00).

8.0506 The Board shall implement a 125 Plan for the sheltering of medical and dental premium contributions for employees of this bargaining unit.

8.0507 A health insurance committee shall be established. It shall be composed of three (3) members of the Association appointed by the Association President and three (3) administrators appointed by the Superintendent. The timeline for their work shall begin no later than November 1 and shall be completed no later than March 1 of each year of the contract. This committee shall study all issues involving the District's health insurance.

8.06 SEVERANCE PAY UPON RETIREMENT/DEATH

(For the purpose of this section, retirement is defined as service or disability retirement under the provisions of Ohio Revised Code, Chapter 3307.)

8.0601 Upon retirement from the District and the Board's receipt of the employee's written confirmation of eligibility for and pending payment of benefits from the State Teachers Retirement System (STRS), that employee shall receive severance pay from the Board in an amount equal to twenty-five (25%) percent of his/her accrued but unused sick leave credit. Such payment shall be calculated on the employee's base rate of pay at the time of retirement reduced to a daily rate. The daily rate for hourly employees shall be calculated on the number of hours worked while on his/her last regular assignment, not to exceed forty (40) for one week. The daily rate for salaried employees shall be calculated by dividing the most recent base salary for the number of days required to be worked under his/her last assignment. This severance payment shall be made on the last regular pay in June. No retirement contribution will be deducted from severance pay.

8.0602 Payment of sick leave on this basis shall be considered to eliminate sick leave credit accrued by the employee at that time. Such payment shall be made only once to an employee.

8.0603 If a member dies while eligible to receive severance pay, any benefits applicable under this section shall be tendered to the estate of the member.

8.07 SUPER SEVERANCE

8.0701 In the event a member of the bargaining unit retires from the employment of the Board at the end of the school year when he/she first becomes eligible to retire under eligibility requirements of STRS, then he/she shall receive a lump sum payment of ten thousand dollars ($10,000.00) plus regular severance pay as provided for in Section 8.06 of the contract. In order to receive said payment, the bargaining unit

member must have taught at the Lockland Local School District for a minimum of five (5) years.

First eligible to retire under eligibility requirements of STRS shall mean when an employee is first eligible to retire and receive an unreduced benefit from STRS.

8.0702 If a member fails to retire at the end of the school year he/she first becomes eligible to retire, then he/she shall forfeit any claim to super severance pursuant to this provision and shall be entitled only to regular severance pay when he/she does retire.

8.0703 An employee wishing to take advantage of super severance shall notify the Board of Education in writing no later than April 1 of his/her intent to retire at the end of the school year.

8.0704 If the employee does retire at the end of the school year that he/she is first eligible to do so and provides proof to the Board Treasurer that he/she is receiving retirement payments from STRS, then he/she shall receive the super severance payment no later than December 31.

8.08 MILEAGE REIMBURSEMENT

Any employee of the bargaining unit who is required to use his/her personal automobile for Board business at the direction of the Superintendent or his/her designee shall be reimbursed at the maximum rate allowable by the Internal Revenue Service, effective July 1 of each contract year.

8.09 REIMBURSEMENT FOR COLLEGE CREDIT

8.0901 Upon prior approval by the Board of Education, each teacher shall be reimbursed for the actual cost of college credit up to one hundred eighty dollars ($180.00) per credit for six (6) semester hours per contract year or one hundred twenty dollars ($120.00) per credit for eight (8) quarter hours per contract year.

8.0902 Approval prior to enrollment in all courses is mandatory for consideration for reimbursement.

A. All courses must be taken from an accredited college or university.

B. The total cumulative cost to the Board shall not exceed fifteen thousand dollars ($15,000.00) per fiscal year.

8.0903 No reimbursement shall be made for courses which are repeated or for courses which are similar to other courses taken by the teacher, unless specifically approved by the Superintendent or his/her designee and ultimately approved by the Board of Education.

8.0904 An official grade of "B" or above, or "pass" if a pass-fail course on a form from an accredited college or university and proof of payment must be presented to the Board Treasurer within ninety (90) days of the end of the class to receive the reimbursement.

8.10 STATE TEACHERS RETIREMENT SYSTEM

The Board agrees to pick-up, utilizing the salary reduction method, contributions to the State Teachers Retirement System ("STRS") paid on behalf of bargaining unit members under the following terms and conditions:

A. The amount to be "picked-up" on behalf of each unit member shall be the percent mandated by STRS of the unit member's gross annual compensation. The unit member's annual compensation shall be reduced by an amount equal to the amount "picked-up" by the Board for purposes of State and Federal taxes only.

B. The "picked-up" percentage shall apply uniformly to all unit members as a condition of employment.

C The "pick-up" shall apply to all compensation including supplemental earnings.

D. The parties agree that should the rules and regulations of the IRS or retirement system change, making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions.

8.11 STUDENT TEACHERS

The District shall pay any bargaining unit member who has a student teacher the stipend that the District receives for the student teacher. The bargaining unit member shall be paid only after the Board receives funds from the student teacher's institution. Funds paid shall be subject to any applicable federal and state withholdings (i.e. taxes and STRS contributions). Should the bargaining unit member separate employment before the Board receives funds from the student teacher's institution, the bargaining unit member shall forfeit these funds.

ARTICLE 9:
CONCLUSION

9.01 CONTRARY TO LAW

If any provision(s) of the contract is/are determined to be contrary to law, the provision(s) shall be deemed null and void to the limited prescribed by law, with the remaining provisions to stay in effect.

At the request of either party, negotiations shall begin with regard to the provision of the contract determined to be contrary to law. Negotiations shall be conducted in accordance with the negotiations procedures set forth in the contract.

9.02 DURATION OF CONTRACT

This contract shall be in effect June 30, 2024 and extending through June 30, 2027.

SIGNATURE PAGE

LOCKLAND EDUCATION ASSOCIATION

Tanya Betzold

LEA President

LOCKLAND LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

LLSD BOE President

EXHIBIT E

LOCKLAND EDUCATION ASSOCIATION
SICK LEAVE BANK INTENT FORM

Pursuant to the Lockland Education Association Master Contract, the Board of Education Treasurer's Office must determine and acknowledge each teacher's intent to participate in the Sick Leave Bank each school year between September 1 and October 1. Please indicate and sign below showing your intent. A copy of this form will be returned to you for your records.

If you are a new member, one (1) sick day will be deducted from your account and added to the Sick Leave Bank.

Membership is continuous from year to year unless cancelled in writing to the Treasurer during the period of September 1 through October 1 of each school year, and

I specifically acknowledge and agree that the granting of days from the Sick Leave Bank shall be at the sole discretion of the Sick Leave Bank Board. All decisions of the Sick Leave Bank Board will be final and binding and not subject to the grievance procedure. I further agree to abide by such decision and to indemnify and hold harmless Lockland School District Board of Education, the Lockland Education Association, the Sick Leave Bank Board, and all of their agents for any loss they may sustain as a result of any claim or legal proceedings I may bring against any of them with respect to a decision made by any of them concerning this application.

☐ I choose to participate in the Lockland Education Association Sick Leave Bank.

☐ I choose not to participate in the Lockland Education Association Sick Leave Bank.

Name_____ Date_____

Signature_____

Employee ID No._____

Name_____

☐ This confirms your enrollment in the Lockland Education Association Sick Leave Bank.

- ☐ One (1) sick day has been deducted from your account.
- ☐ Participation confirmed.

☐ This confirms your choice not to participate in the Lockland Education Association Sick Leave Bank.

Lockland Treasurer_____ Date_____

EXHIBIT F

LPDC OPERATING PROCEDURES

Committee Members

The LPDC shall be made up of five (5) members: three (3) teachers appointed by the exclusive bargaining representative, and two (2) administrators appointed by the Superintendent. (The total committee membership is always an odd number with a majority of teachers.)

Committee Member Terms

Committee members, provided they remain employed by the Board of Education, shall serve a three (3) year term. Terms shall be rotated so that there are experienced members on the committee at all times. There are no term limits for committee members.

Terms shall run from July 1 to June 30.

Committee members who discover they are unable to complete their term may withdraw by notifying the LPDC in writing.

Committee Members' Compensation

Teacher committee members shall be compensated as determined by agreement between the Board of Education and the exclusive bargaining representative.

LPDC Meetings

The initial meeting of the school year shall be called by September 30th. At this initial meeting, the committee shall select chairperson(s) and a recorder.

The responsibilities of the chairperson(s) are to conduct LPDC meetings, communicate information to members of the LPDC, represent the LPDC at meetings of other stakeholder organizations, and ensure that vacancies on the LPDC are filled in accordance with selection rules.

It is the responsibility of the recorder to maintain minutes of action taken during LPDC meetings. Decisions shall be recorded as:

- acceptance of the proposed IPDP,
- return of the IPDP for clarification,
- denial of the proposed IPDP, or
- approval for licensure/recertification.

Each meeting shall have written minutes filed in the Board of Education office, with a copy provided to the Association President.

Meetings shall be held at least twice per year, one per semester, unless more are necessary.

A quorum shall be five (5) committee members to conduct LPDC business, provided there is a majority of teachers. When an administrator's IPDP or licensure/recertification is being reviewed or voted upon, the LPDC shall, at the request of one of its administrative members, cause a majority of the committee to consist of administrative members by reducing the number of teacher members reviewing or voting on the plan. The quorum shall be waived for the review of the IPDP, licensing or recertification of an LPDC administrator member; a total of five (5) members (two [2] teachers and three [3] administrators) shall review or vote. A rotation of teacher members shall be used in reviewing administrators' IPDP or licensing/recertification.

A committee member shall not review or vote on his/her own IPDP or activity proposal or in any other occasion of conflict of interest.

All discussion, voting or records regarding reviews and evaluations of IPDPs, licenses or recertifications shall be kept as confidential as permitted by law. Executive session may be called in compliance with the Open Meetings Act (Sunshine Law).

As a committee of the Board of Education, all meetings shall be operated in compliance with the Ohio Open Meetings Act.

IPDP Criteria

Approved professional development activities shall be related to classroom teaching and/or area of licensure. The plan shall be based on the needs of the educator, the students, the school, and the school district.

IPDP Procedures and Timelines

One copy of the proposed IPDP shall be submitted to the LPDC for review and preapproval no less than three (3) years prior to the expiration of the certificate/license. IPDPs submitted after these deadlines must be justified by an appearance before the LPDC.

The educator will receive a copy of the IPDP indicating acceptance, return for clarification, or denial within 45 calendar days. The LPDC will return the IPDP to the educator to indicate areas needing clarification/modification if the IPDP is not accepted.

It is recommended that educators consult their professional organizations for assistance in clarifying their goals.

There will be a review of the plan during the third year of the five year licensing cycle. Educators wishing to revise their plan may request a review by the LPDC at any time during the five years.

By October 30th of the final year of an IPDP, educators shall meet with the LPDC to ensure the plan's goal will be successfully met.

Professional Development Units (PDUs) for individually guided options must be approved prior to starting the activity by submitting a pre-approval form to the LPDC.

Documentation of PDUs shall be submitted to the LPDC for each completed activity. The LPDC will then grant the individual a record of credit for that activity.

Appeals

If an educator disagrees with the LPDC's decision, an appeal can be submitted in writing to the LPDC within ten (10) working days after receipt of the denial. The LPDC will reconsider the denial at its next regularly scheduled meeting following receipt of the appeal. If, after the reconsideration process has taken place, and the LPDC and the educator are still unable to come to an agreement, the appeal will be heard by a three members Appeals Committee comprised of the following: one (1) licensed educator selected by the applicant, one (1) licensed educator chosen by the LPDC, and one (1) licensed educator mutually agreed upon by both parties.

The LPDC Appeals Committee will review all appeals and return its decision to the LPDC and applicants within twenty (20) working days.

If there is need for further appeal, the appeal should be made to the Ohio Department of Education - Division of Professional Development and Licensure.

Reciprocity

The LPDC shall accept other district's approved IPDPs.

PDUs previously accumulated and approved will be credited, whereas remaining PDUs shall fall under LPDC guidelines.

Exceptional cases are subject to LPDC review and the subsequent appeals process.

Amending the Procedures and Guidelines

The LPDC shall amend procedures and guidelines as deemed necessary.

Proposed amendments shall be read one meeting prior to a vote at the next meeting.

The LPDC guidelines, operating procedures and forms shall be submitted to the Board of Education and the exclusive bargaining representative. The LPDC will review and consider all comments, but the final decision shall be made by the LPDC.

LPDC APPEALS PROCESS

Local Professional Development Committees must determine a structure for individual appeal of decisions. Consideration needs to be given to the reason for the appeal and an explicit process for carrying out appeals. Suggestions are offered for these aspects.

A. **REASONS FOR APPEAL**

1. Reject of the IPDP
   - Incomplete plan
   - Plan lacks relevance to classroom teaching, and/or area of licensure
   - Goals unrelated to the individual, assignment or district
   - Insufficient activities and demonstrating how goals will be met
   - Activities not completed within licensure cycle

2. Recommendation of non-renewal of certificate/license
   - Did not fulfill state renewal requirements
   - Criteria of pre-approved IPDP not met

B. **PROCESS TO BE USED IN APPEAL**

Level I Appeal

1. Complete LPDC Appeal Form
2. Meet with the LPDC
3. Receive written response from the LPDC
4. Accept (appeal process ends) or reject (Level II appeal begins) LPDC decision

Level II Appeal

1. Committee make-up:
   a. Certified/licensed educator chosen by employee
   b. Certified/licensed educator chosen by LPDC
   c. Certified/licensed educator agreed upon by a. and b.

2. Committee hears appeal and renders decision

3. Accept (appeal process ends) or reject (Level III appeal begins) Level II decision

Level III Appeal

Appeals may be taken to the state level for final resolution.

EXHIBIT G

WRITTEN GRIEVANCE FORM – STEP ONE

Grievant _____ Date Filed at Step 1: _____

Date of alleged violation, misinterpretation or misapplication of specific and express term(s) of the negotiated agreement in force _____

Statement of Grievance(including specific provision of Agreement violated, misinterpreted, and/or misapplied): _____

_____

_____

_____

_____

Remedy Sought:

_____

_____

_____

_____

_____

Signature of Grievant: _____

Signature of Supervisor: _____

Date Received: _____

Date of Hearing: _____

Disposition of Supervisor:

_____

_____

cc. Superintendent

EXHIBIT H

WRITTEN GRIEVANCE FORM – STEP TWO

Grievant _____ Date Filed at Step 2: _____

Date of alleged violation, misinterpretation or misapplication of specific and express term(s) of the negotiated agreement in force _____

Statement of Grievance(including specific provision of Agreement violated, misinterpreted, and/or misapplied): _____

Remedy Sought:

Signature of Grievant: _____

Signature of Supervisor: _____

Date Received: _____

Date of Hearing: _____

Disposition of Supervisor:

_____

_____

_

Attach Step 1 Written Grievance

EXHIBIT I

Book	Policy Manual
Section	Policies Recommended for the BOE Sept 2020
Title	STANDARDS-BASED TEACHER EVALUATION
Code	po3220 Replacement
Status	
Adopted	October 22, 2015

3220 - **STANDARDS-BASED TEACHER EVALUATION**

The Board of Education is responsible for a standards-based teacher evaluation policy which conforms to the framework for evaluation of teachers as approved by the State Board of Education and aligns with the "Standards for the Teaching Profession" as set forth in State law.

The Board adopts the Ohio Teacher Evaluation System ("OTES") model as approved by the State Board of Education.

The Board believes in the importance of ongoing assessment and meaningful feedback as a powerful vehicle to support improved teaching performance and student growth, as well as promotion and retention decisions for teachers.

This policy shall be implemented as set forth herein and shall be included in the collective bargaining agreement with the Lockland Education Association (LEA), and in all extensions and renewals thereof.

This policy has been developed in consultation with teachers employed by the Board.

The Board authorizes the Superintendent to establish and maintain an ongoing evaluation committee, with continuing participation by District teachers represented by the LEA, for the express purpose of recommending necessary changes to the Board for the appropriate revision of the policy.

Definitions

"OTES" - Stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2020, or as otherwise modified by the State Board of Education.

"Teacher" - For purposes of this policy, "teacher" means licensed instructors who spend at least fifty percent (50%) of his/her time providing content-related student instruction and who is working under one (1) of the following:

A. A license issued under R.C. 3319.22, 3319.26, 3319.222 or 3319.226; or

B. A permanent certificate issued under R.C. 3319.222 as it existed prior to September 2003; or

C. A permanent certificate issued under R.C. 3319.222 as it existed prior to September 2006; or

D. A permit issued under R.C. 3319.301.

Substitute teachers and teachers not meeting this definition are not subject to evaluation under this policy.

The Superintendent, Treasurer, and any "other administrator" as defined by R.C. 3319.02 are not subject to evaluation under this policy.

"Credentialed Evaluator" - means the appropriately qualified individual, assigned by the District, who is responsible for completing the evaluation process for a teacher. For purposes of this policy, each teacher subject to evaluation will be evaluated by a person who:

A. meets the eligibility requirements under R.C. 3319.111(D); and

B. holds a credential established by the Ohio Department of Education (ODE) for teacher evaluation; and

C. has completed State-sponsored evaluation training and has passed an online credentialing assessment.

The Board shall authorize the Superintendent/designee to approve and maintain a list of credentialed evaluators as necessary to effectively implement this policy.

"High-Quality Student Data" – means locally-determined data that provides evidence of student learning attributable to the teacher who is being evaluated. When applicable to the grade level or subject area taught, High-Quality Student Data (HQSD) shall include the value-added progress dimension and the teacher shall use at least one other measure of HQSD to demonstrate student learning. HQSD may also include data obtained from the list of Ohio Department of Education approved student assessments.

High-quality student data may not include student learning objectives (SLOs) or shared attribution measures.

"Value-Added" - refers to the EVAAS Value-Added methodology provided by SAS, Inc., which provides a measure of student progress at the District and school level based on each student's scores on State-issued standardized assessments.

"**Evaluation Cycle**" - means the period of time for the completion of the evaluation procedure. The evaluation cycle is completed when performance assessments are conducted for the current school year and the teacher is assigned a final holistic rating.

"Evaluation Framework" - means the document created and approved by the Ohio Department of Education (ODE) in accordance with R.C. 3319.111(A) that establishes the standards-based framework for the evaluation of teachers developed under R.C. 3319.112.

"Evaluation Instruments" - refers to the forms developed by the ODE, including the "Teacher Performance Evaluation Rubric".

"Evaluation Procedure" - refers to the procedural requirements set forth in this policy are intended to provide specificity to the statutory obligations established under R.C. 3319.111 and R.C. 3319.112 and to conform to the framework for the evaluation of teachers developed under R.C. 3319.112.

"Final Evaluation Rating" - means the final holistic evaluation rating that is assigned to a teacher pursuant to terms of this policy. The evaluation rating is assigned at the conclusion of the evaluation cycle.

Standards-Based Teacher Evaluation

Teacher evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each teacher and assigning an effectiveness rating based upon teacher performance, student growth, and other locally determined criteria.

Each teacher evaluation will result in an evaluation rating of:

A. Accomplished;

B. Skilled;

C. Developing; or

D. Ineffective.

The specific standards and criteria for distinguishing between these ratings/levels of performance shall be the same as those developed by the State Board of Education, which are incorporated herein by reference.

The Superintendent shall annually cause to be filed a report to the Ohio Department of Education (ODE) the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating as set forth above, aggregated by teacher preparation programs from which and the years in which the teachers graduated. The Board will utilize the ODE's guidelines for reporting this information.

The Board may elect not to evaluate a teacher who was on leave from the School District for fifty percent (50%) or more of the school year.

The Board may elect not to evaluate a teacher who has submitted a notice of retirement that was accepted by the Board no later than December 1st of the year the teacher was scheduled to be evaluated.

The Board may elect not to evaluate a teacher who is participating in the Ohio teacher Resident Educator program in the year during which the teacher takes at least half of the performance-based assessment as prescribed by the State Board of Education for the first time.

Professional Growth Plans and Professional Improvement Plans

Based upon the results of the annual teacher evaluation, each teacher must develop either a professional growth plan or be placed on a professional improvement plan as follows:

A. A teacher whose final holistic rating is "accomplished" on his/her most recent evaluation will develop a professional growth plan and may choose his/her their credentialed evaluator from those available to the Board for that purpose, utilizing the components determined by the District.

B. A teacher whose final holistic rating is "skilled" will develop a professional growth plan collaboratively with his/her credentialed evaluator and will have input on his/her evaluator for the next evaluation cycle, utilizing the components determined by the District.

C. A teacher whose final holistic rating is "developing" will develop a professional growth plan guided by his/her assigned credentialed evaluator, utilizing the components determined by the District.

D. A teacher whose final holistic rating is "ineffective" will be placed on a professional improvement plan by their assigned evaluator, utilizing the components determined by the District.

E. A teacher who is new to the profession or new to the District will develop a professional growth plan collaboratively with his/her credentialed evaluator, utilizing the components determined by the District.

F. The District administration has discretion to place a teacher on an Improvement Plan at any time based on any individual deficiency exhibited in the evaluation system by the teacher.

Board Professional Development Plan

In accordance with the Ohio State Board of Education's State-wide evaluation framework, the Board has adopted a specific plan for the allocation of financial resources to support the professional development of teachers covered by this policy. The plan will be reviewed annually.

Assessment of Teacher Performance

Teacher performance will be evaluated during formal observations and periodic informal observations also known as "classroom walkthroughs." Such performance will be used to determine the teacher's evaluation rating and will be assessed through a holistic process by trained and credentialed evaluators based upon the following Ohio Standards for the Teaching Profession:

A. understanding student learning and development, respecting student diversity, and holding high expectations for all students to achieve and make progress at high levels an;

B. knowing and understanding the content area for which they have instructional responsibility;

C. understanding and using varied assessments to inform instruction, evaluate and ensure student learning;

D. planning and delivering effective instruction that advances individual student learning;

E. creating learning environments that promote high levels of student learning and achievement for all students;

F. collaborating and communicating with students, parents, other educators, District administrators, and the community to support student learning; and

G. assuming responsibility for professional growth and performance as an individual and as a member of a learning community.

Formal Observation and Classroom Walkthrough Sequence

A. A teacher not under consideration for renewal or nonrenewal who is subject to a full evaluation cycle shall be evaluated based on at least two (2) formal observations of at least thirty (30) minutes each and periodic classroom walkthroughs each school year.

The first formal observation will be a holistic observation where the evaluator assesses all areas of the rubric demonstrated during the observation as well as information gained from any pre-observation conference or other sources selected by the evaluator.

The second and any subsequent formal observation(s) will be focused observations in which the evaluator emphasizes identified focus area(s). Identified focus areas will be selected after completion of the holistic observation, and may include area(s) of relative strength and/or area(s) targeted for improvement. Teachers with a final evaluation rating of Accomplished (from the previous year) will select their own focus area(s). A teacher with a final evaluation rating of Skilled (from the previous year) will select focus area(s) in collaboration with his/her evaluator. A teacher with a final evaluation rating of Developing (from the previous year) will be guided by his/her evaluator in determining focus area(s). A teacher with a final evaluation rating of Ineffective (from the previous year) will have focus area(s) selected by the evaluator. A teacher new to the profession will select focus area(s) in collaboration with his/her evaluator." Evaluators will collect evidence during the focused observation to assess the identified focus area(s). Evaluators will also document evidence to support the final evaluation rating.

B. A teacher new to the District or any teacher on a limited contract who is under consideration for renewal/nonrenewal shall receive at least three (3) formal observations in addition to periodic (at least two (2)) classroom walkthroughs unless the Superintendent waives the third observation.

A teacher who receives a rating of "Accomplished" on his/her most recent evaluation may be evaluated once every three (3) years. The teacher will be required to submit a self-directed professional growth plan to the evaluator, and the evaluator will determine if the teacher is making progress on the plan. The professional growth plan will focus on the most recent evaluation of the teacher. The teacher will be provided with at least one (1) formal or informal observation and post-conference in any year that such teacher is not formally evaluated.

The Board may evaluate each teacher who has been granted a continuing contract by the Board and who received a rating of Skilled on the teacher's most recent evaluation once every two (2) years. The teacher and the evaluator will jointly develop a professional growth plan for the teacher and the evaluator will determine if the teacher is making progress on the plan. The professional growth plan will focus on the most recent evaluation and observations of the teacher. Teachers will be provided with at least one (1) formal observation and post-conference in any year that such teacher is not formally evaluated.

Evaluations will be completed by May 1st and each teacher will be provided a written report of the results of his/her evaluation by May 10th. Written notice of nonrenewal will be provided by June 1st.

In evaluating teacher performance, the Board shall utilize the measures set forth by the Ohio Department of Education's OTES "Teacher Performance Evaluation Rubric" for instructional planning, instruction and assessment, and professionalism.

Formal Observation Procedure

A. The first formal observation may be preceded by a conference between the evaluator and the employee prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed. The second observation may be unannounced.

B. A post-observation conference shall be held after each formal observation.

Informal Observation/Classroom Walkthrough Procedure

A walkthrough is an informal observation in which an evaluator may assess one or more areas in the Teacher Performance Evaluation Rubric.

Evaluators may but are not limited to collecting evidence in any identified focus area(s). Walkthroughs may be announced or unannounced. The walkthrough should be of sufficient duration to allow the evaluator to assess the focus of the walkthrough.

A walkthrough shall not more of a length than thirty (30) consecutive minutes in duration. The walkthrough should be of sufficient duration to allow the evaluator to assess the focus of the walkthrough.

Data gathered from the walkthrough will inform the final evaluation.

Feedback from a walkthrough shall be provided after the walkthrough. The teacher and/or administrator may request a face to face meeting to discuss observations relative to the identified focus of the walkthrough.

Classroom walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment.

Use of High-Quality Student Data

At least two measures of high-quality student data will be used as evidence of student learning. The teacher will select student data that will be used in consultation with the evaluator, and will provide evidence that demonstrates the teacher has used the data in accordance with this policy. The evaluator may use the data as evidence to determine a performance rating in any component of the evaluation where applicable.

When applicable to the grade level or subject area(s) taught by a teacher, high-quality student data will include the value-added progress dimension. High-quality student data will meet the following criteria:

A. aligns to learning standards

B. measures what is intended to be measured

C. is directly attributable to the teacher being evaluated for course(s) and grade level(s) taught

D. demonstrates evidence of student learning (achievement and/or growth)

E. follows protocols for administration and scoring

F. provides trustworthy results; and

G. is fair and unbiased

Teachers must provide evidence to their evaluator which demonstrates that they have used high-quality student data in the following ways:

A. critically analyze and reflect upon results to support improvement and enhancement of student learning

B. assess student learning needs and styles, including the strengths and weaknesses of an entire class as well as individual students in each class

C. inform and adapt instruction to meet student needs; and

D. measure student learning achievement and growth, as well as progress toward achieving state and local standards.

In addition to value-added data, the superintendent may select high-quality data from among state-approved vendor assessments or other locally determined measures or instruments that meet the definition and criteria outlined above.

Annually, the Superintendent shall develop a list of approved high-quality student data in consultation with experts in the field of education.

For the purpose of selecting high-quality student data, the Board defines the term "expert" to include members of the District's administrative team, credentialed evaluators, as well as employees or consultants hired by the educational service center, or another private or public entity to provide expertise on student growth and learning.

Final Evaluation Procedures

Evaluators will consider evidence gathered during the evaluation cycle to assign a final holistic evaluation rating, based upon the criteria developed by the Ohio Department of Education.

The evaluator shall submit the final written evaluation using the reporting system prescribed by the Ohio Department of Education (ODE). The teacher will confirm receipt of the same.

Retention and Promotion Decisions/Removal of Poorly Performing Teachers

It is the purpose of this Standards-Based Teacher Evaluation Policy to improve the quality of instruction, enhance student learning, and strengthen professional competence through meaningful feedback and targeted professional development. In addition, the evaluations produced will serve to inform the Board on employment decisions, i.e., retention, promotion of teachers, renewal of teaching contracts, and the removal/nonrenewal of poorly performing teachers.

Definitions:

"Retention" - for purposes of this policy refers to employment decisions on the question of whether or not to suspend a contract pursuant to a reduction in force, nonrenew a limited or extended limited contract, or terminate employment for good and just cause. In the case of a reduction in force, seniority will not be considered when making decisions on contract suspensions, except in the instance of comparable evaluations. The decision to nonrenew or terminate the contract of a poorly performing teacher may be informed by the evaluation(s) conducted under this policy. However, decisions to nonrenew or terminate a teaching contract are not limited by the existence of this policy.

"Promotion" - as used in this context is of limited utility given the fact that teachers covered by this policy are not currently employed in any discernible hierarchy. Nevertheless, when making decisions relative to such matters as determining department or grade level chairpersons, selections to curricular or strategic planning bodies, or teaching assignments, the Board will consider teacher performance as indicated by evaluations.

"Poorly Performing Teachers" - refers to teachers identified through the evaluation process set forth in this policy who demonstrate an inability and/or unwillingness to meet the reasonable expectations of this standards-based evaluation system.

"Comparable Evaluations" - since seniority may not be the basis for teacher retention or other employment decisions, except when deciding between teachers who have comparable evaluations, this refers to teachers within the categories of "Ineffective," "Developing," "Skilled," and "Accomplished."

Removal of Poorly Performing Teachers

Removal of poorly performing teachers will be in accordance with the nonrenewal and termination statutes of the Ohio Revised Code and/or the relevant provisions of the collective bargaining agreement in effect between the Board and the LEA.

Nothing in this policy will be deemed to prevent 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 LEA. The evaluation system and procedures set forth in this policy shall not create an expectation of continued employment for teachers on a limited contract that are evaluated under this policy. The Board reserves the right to nonrenew a teacher evaluated under this policy in accordance with R.C. 3319.11 notwithstanding the teacher's holistic rating.

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Legal R.C. 3319.02, 3319.11, 3319.111, 3319.112, 3319.114, 3319.22, 3319.222
R.C. 3319.223, 3319.226, 3319.26, 3333.0411
A.C. 3301-35-03(A)
Sub. 216 (2018), H.B. 362
H.B. 64 (2015)

EXHIBIT A

LOCKLAND LOCAL SCHOOL DISTRICT
SALARY GRID

Yr - 1

Step	Index	BA	Index	BA + 18	Index	MA	Index	MA + 15	Index	MA + 30
0	1.000	43,698.52	1.055	46,101.94	1.110	48,505.36	1.165	50,908.78	1.220	53,312.19
1	1.055	46,101.94	1.110	48,505.36	1.165	50,908.78	1.220	53,312.19	1.275	55,715.61
2	1.110	48,505.36	1.165	50,908.78	1.220	53,312.19	1.275	55,715.61	1.330	58,119.03
3	1.165	50,908.78	1.220	53,312.19	1.275	55,715.61	1.330	58,119.03	1.385	60,522.45
4	1.220	53,312.19	1.275	55,715.61	1.330	58,119.03	1.385	60,522.45	1.440	62,925.87
5	1.275	55,715.61	1.330	58,119.03	1.385	60,522.45	1.440	62,925.87	1.495	65,329.29
6	1.330	58,119.03	1.385	60,522.45	1.440	62,925.87	1.495	65,329.29	1.550	67,732.71
7	1.385	60,522.45	1.440	62,925.87	1.495	65,329.29	1.550	67,732.71	1.605	70,136.12
8	1.440	62,925.87	1.495	65,329.29	1.550	67,732.71	1.605	70,136.12	1.660	72,539.54
9	1.495	65,329.29	1.550	67,732.71	1.605	70,136.12	1.660	72,539.54	1.715	74,942.96
10	1.550	67,732.71	1.605	70,136.12	1.660	72,539.54	1.715	74,942.96	1.770	77,346.38
11	1.605	70,136.12	1.660	72,539.54	1.715	74,942.96	1.770	77,346.38	1.825	79,749.80
12	1.660	72,539.54	1.715	74,942.96	1.770	77,346.38	1.825	79,749.80	1.880	82,153.22
13	1.715	74,942.96	1.770	77,346.38	1.825	79,749.80	1.880	82,153.22	1.935	84,556.64
14	1.770	77,346.38	1.825	79,749.80	1.880	82,153.22	1.935	84,556.64	1.990	86,960.05
15	1.770	77,346.38	1.825	79,749.80	1.880	82,153.22	1.935	84,556.64	1.990	86,960.05
16	1.770	77,346.38	1.880	82,153.22	1.935	84,556.64	1.990	86,960.05	2.045	89,363.47
17	1.770	77,346.38	1.880	82,153.22	1.935	84,556.64	1.990	86,960.05	2.045	89,363.47
18	1.770	77,346.38	1.880	82,153.22	1.935	84,556.64	1.990	86,960.05	2.045	89,363.47
19	1.770	77,346.38	1.935	84,556.64	1.990	86,960.05	2.045	89,363.47	2.100	91,766.89
20	1.770	77,346.38	1.935	84,556.64	1.990	86,960.05	2.045	89,363.47	2.100	91,766.89
21	1.770	77,346.38	1.935	84,556.64	1.990	86,960.05	2.045	89,363.47	2.100	91,766.89
22	1.770	77,346.38	1.935	84,556.64	1.990	86,960.05	2.045	89,363.47	2.100	91,766.89
23	1.770	77,346.38	1.990	86,960.05	2.045	89,363.47	2.100	91,766.89	2.155	94,170.31
24	1.770	77,346.38	1.990	86,960.05	2.045	89,363.47	2.100	91,766.89	2.155	94,170.31
25	1.770	77,346.38	1.990	86,960.05	2.045	89,363.47	2.100	91,766.89	2.155	94,170.31
26	1.770	77,346.38	2.045	89,363.47	2.100	91,766.89	2.155	94,170.31	2.210	96,573.73
27	1.770	77,346.38	2.045	89,363.47	2.100	91,766.89	2.155	94,170.31	2.210	96,573.73
28	1.770	77,346.38	2.045	89,363.47	2.100	91,766.89	2.155	94,170.31	2.210	96,573.73
29	1.770	77,346.38	2.045	89,363.47	2.100	91,766.89	2.155	94,170.31	2.210	96,573.73
30+	1.770	77,346.38	2.045	89,363.47	2.100	91,766.89	2.155	94,170.31	2.210	96,573.73

EXHIBIT B

LOCKLAND LOCAL SCHOOL DISTRICT
SALARY GRID

Yr - 2

Step	Index	BA	Index	BA + 18	Index	MA	Index	MA + 15	Index	MA + 30
0	1.000	45,446.46	1.055	47,946.02	1.110	50,445.57	1.165	52,945.13	1.220	55,444.68
1	1.055	47,946.02	1.110	50,445.57	1.165	52,945.13	1.220	55,444.68	1.275	57,944.24
2	1.110	50,445.57	1.165	52,945.13	1.220	55,444.68	1.275	57,944.24	1.330	60,443.79
3	1.165	52,945.13	1.220	55,444.68	1.275	57,944.24	1.330	60,443.79	1.385	62,943.35
4	1.220	55,444.68	1.275	57,944.24	1.330	60,443.79	1.385	62,943.35	1.440	65,442.90
5	1.275	57,944.24	1.330	60,443.79	1.385	62,943.35	1.440	65,442.90	1.495	67,942.46
6	1.330	60,443.79	1.385	62,943.35	1.440	65,442.90	1.495	67,942.46	1.550	70,442.01
7	1.385	62,943.35	1.440	65,442.90	1.495	67,942.46	1.550	70,442.01	1.605	72,941.57
8	1.440	65,442.90	1.495	67,942.46	1.550	70,442.01	1.605	72,941.57	1.660	75,441.12
9	1.495	67,942.46	1.550	70,442.01	1.605	72,941.57	1.660	75,441.12	1.715	77,940.68
10	1.550	70,442.01	1.605	72,941.57	1.660	75,441.12	1.715	77,940.68	1.770	80,440.23
11	1.605	72,941.57	1.660	75,441.12	1.715	77,940.68	1.770	80,440.23	1.825	82,939.79
12	1.660	75,441.12	1.715	77,940.68	1.770	80,440.23	1.825	82,939.79	1.880	85,439.34
13	1.715	77,940.68	1.770	80,440.23	1.825	82,939.79	1.880	85,439.34	1.935	87,938.90
14	1.770	80,440.23	1.825	82,939.79	1.880	85,439.34	1.935	87,938.90	1.990	90,438.46
15	1.770	80,440.23	1.825	82,939.79	1.880	85,439.34	1.935	87,938.90	1.990	90,438.46
16	1.770	80,440.23	1.880	85,439.34	1.935	87,938.90	1.990	90,438.46	2.045	92,938.01
17	1.770	80,440.23	1.880	85,439.34	1.935	87,938.90	1.990	90,438.46	2.045	92,938.01
18	1.770	80,440.23	1.880	85,439.34	1.935	87,938.90	1.990	90,438.46	2.045	92,938.01
19	1.770	80,440.23	1.935	87,938.90	1.990	90,438.46	2.045	92,938.01	2.100	95,437.57
20	1.770	80,440.23	1.935	87,938.90	1.990	90,438.46	2.045	92,938.01	2.100	95,437.57
21	1.770	80,440.23	1.935	87,938.90	1.990	90,438.46	2.045	92,938.01	2.100	95,437.57
22	1.770	80,440.23	1.935	87,938.90	1.990	90,438.46	2.045	92,938.01	2.100	95,437.57
23	1.770	80,440.23	1.990	90,438.46	2.045	92,938.01	2.100	95,437.57	2.155	97,937.12
24	1.770	80,440.23	1.990	90,438.46	2.045	92,938.01	2.100	95,437.57	2.155	97,937.12
25	1.770	80,440.23	1.990	90,438.46	2.045	92,938.01	2.100	95,437.57	2.155	97,937.12
26	1.770	80,440.23	2.045	92,938.01	2.100	95,437.57	2.155	97,937.12	2.210	100,436.68
27	1.770	80,440.23	2.045	92,938.01	2.100	95,437.57	2.155	97,937.12	2.210	100,436.68
28	1.770	80,440.23	2.045	92,938.01	2.100	95,437.57	2.155	97,937.12	2.210	100,436.68
29	1.770	80,440.23	2.045	92,938.01	2.100	95,437.57	2.155	97,937.12	2.210	100,436.68
30+	1.770	80,440.23	2.045	92,938.01	2.100	95,437.57	2.155	97,937.12	2.210	100,436.68

EXHIBIT C

LOCKLAND LOCAL SCHOOL DISTRICT
SALARY GRID

Yr - 3

Step	Index	BA	Index	BA + 18	Index	MA	Index	MA + 15	Index	MA + 30
0	1.000	46,809.85	1.055	49,384.39	1.110	51,958.93	1.165	54,533.48	1.220	57,108.02
1	1.055	49,384.39	1.110	51,958.93	1.165	54,533.48	1.220	57,108.02	1.275	59,682.56
2	1.110	51,958.93	1.165	54,533.48	1.220	57,108.02	1.275	59,682.56	1.330	62,257.10
3	1.165	54,533.48	1.220	57,108.02	1.275	59,682.56	1.330	62,257.10	1.385	64,831.64
4	1.220	57,108.02	1.275	59,682.56	1.330	62,257.10	1.385	64,831.64	1.440	67,406.18
5	1.275	59,682.56	1.330	62,257.10	1.385	64,831.64	1.440	67,406.18	1.495	69,980.73
6	1.330	62,257.10	1.385	64,831.64	1.440	67,406.18	1.495	69,980.73	1.550	72,555.27
7	1.385	64,831.64	1.440	67,406.18	1.495	69,980.73	1.550	72,555.27	1.605	75,129.81
8	1.440	67,406.18	1.495	69,980.73	1.550	72,555.27	1.605	75,129.81	1.660	77,704.35
9	1.495	69,980.73	1.550	72,555.27	1.605	75,129.81	1.660	77,704.35	1.715	80,278.89
10	1.550	72,555.27	1.605	75,129.81	1.660	77,704.35	1.715	80,278.89	1.770	82,853.43
11	1.605	75,129.81	1.660	77,704.35	1.715	80,278.89	1.770	82,853.43	1.825	85,427.98
12	1.660	77,704.35	1.715	80,278.89	1.770	82,853.43	1.825	85,427.98	1.880	88,002.52
13	1.715	80,278.89	1.770	82,853.43	1.825	85,427.98	1.880	88,002.52	1.935	90,577.06
14	1.770	82,853.43	1.825	85,427.98	1.880	88,002.52	1.935	90,577.06	1.990	93,151.60
15	1.770	82,853.43	1.825	85,427.98	1.880	88,002.52	1.935	90,577.06	1.990	93,151.60
16	1.770	82,853.43	1.880	88,002.52	1.935	90,577.06	1.990	93,151.60	2.045	95,726.14
17	1.770	82,853.43	1.880	88,002.52	1.935	90,577.06	1.990	93,151.60	2.045	95,726.14
18	1.770	82,853.43	1.880	88,002.52	1.935	90,577.06	1.990	93,151.60	2.045	95,726.14
19	1.770	82,853.43	1.935	90,577.06	1.990	93,151.60	2.045	95,726.14	2.100	98,300.69
20	1.770	82,853.43	1.935	90,577.06	1.990	93,151.60	2.045	95,726.14	2.100	98,300.69
21	1.770	82,853.43	1.935	90,577.06	1.990	93,151.60	2.045	95,726.14	2.100	98,300.69
22	1.770	82,853.43	1.935	90,577.06	1.990	93,151.60	2.045	95,726.14	2.100	98,300.69
23	1.770	82,853.43	1.990	93,151.60	2.045	95,726.14	2.100	98,300.69	2.155	100,875.23
24	1.770	82,853.43	1.990	93,151.60	2.045	95,726.14	2.100	98,300.69	2.155	100,875.23
25	1.770	82,853.43	1.990	93,151.60	2.045	95,726.14	2.100	98,300.69	2.155	100,875.23
26	1.770	82,853.43	2.045	95,726.14	2.100	98,300.69	2.155	100,875.23	2.210	103,449.77
27	1.770	82,853.43	2.045	95,726.14	2.100	98,300.69	2.155	100,875.23	2.210	103,449.77
28	1.770	82,853.43	2.045	95,726.14	2.100	98,300.69	2.155	100,875.23	2.210	103,449.77
29	1.770	82,853.43	2.045	95,726.14	2.100	98,300.69	2.155	100,875.23	2.210	103,449.77
30+	1.770	82,853.43	2.045	95,726.14	2.100	98,300.69	2.155	100,875.23	2.210	103,449.77

EXHIBIT D

TUTOR - SALARY SCHEDULE

	STEPS	BA	BA+18	MA
Tutor	0	$17.65	$18.32	$19.32
	1	$18.32	$19.08	$19.74
	2	$18.99	$19.83	$21.01
	3	$19.67	$20.60	$21.87
	4	$20.34	$21.34	$22.72
	5	$21.00	$22.13	$23.58
	6	$21.67	$22.85	$24.44
	7	$22.32	$23.64	$25.29
	8	$23.03	$24.39	$26.12
	9	$23.69	$25.14	$26.94
	10	$24.36	$25.92	$27.80
	11	$25.03	$26.68	$28.65

Lockland LSD

Supplemental Salary Schedule

Position	Index	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
		1.00	1.05	1.10	1.15	1.20	1.25	1.30	1.35
Art Director - Graduation/Homecoming	0.0210	504	529	554	580	605	630	655	680
Band	0.1930	4,632	4,864	5,095	5,327	5,558	5,790	6,022	6,253
Baseball - Varisity Head Coach	0.1170	2,808	2,948	3,089	3,229	3,370	3,510	3,650	3,791
Baseball - Varsity Assistant Coach	0.0730	1,752	1,840	1,927	2,015	2,102	2,190	2,278	2,365
Baseball - 7th/8th - Head Coach	0.0500	1,200	1,260	1,320	1,380	1,440	1,500	1,560	1,620
Basketball - Varsity Head Coach	0.1665	3,996	4,196	4,396	4,595	4,795	4,995	5,195	5,395
Basketball - Varsity Assistant Coach	0.1000	2,400	2,520	2,640	2,760	2,880	3,000	3,120	3,240
Basketball - 7th/8th - Head Coach	0.0850	2,040	2,142	2,244	2,346	2,448	2,550	2,652	2,754
Basketball - 7th/8th - Assistant Coach	0.0680	1,632	1,714	1,795	1,877	1,958	2,040	2,122	2,203
Cheerleading - Varsity Head Coach	0.1070	2,568	2,696	2,825	2,953	3,082	3,210	3,338	3,467
Cheerleading - 7th/8th - Head Coach	0.0640	1,536	1,613	1,690	1,766	1,843	1,920	1,997	2,074
Class Sponsor - 9th/10th	0.0210	504	529	554	580	605	630	655	680
Class Sponsor - 11th/12th	0.0250	600	630	660	690	720	750	780	810
Coordinators	0.0640	1,536	1,613	1,690	1,766	1,843	1,920	1,997	2,074
Dictograph	0.0850	2,040	2,142	2,244	2,346	2,448	2,550	2,652	2,754
Football - Varsity Head Coach	0.1875	4,500	4,725	4,950	5,175	5,400	5,625	5,850	6,075
Football - Varsity Assistant Coach	0.1370	3,288	3,452	3,617	3,781	3,946	4,110	4,274	4,439
Football - 7th/8th - Head Coach	0.0850	2,040	2,142	2,244	2,346	2,448	2,550	2,652	2,754
Football - 7th/8th - Assistant Coach	0.0500	1,200	1,260	1,320	1,380	1,440	1,500	1,560	1,620
Honor Society	0.0230	552	580	607	635	662	690	718	745
Intramurals	0.0300	720	756	792	828	864	900	936	972
Prom	0.0170	408	428	449	469	490	510	530	551
LPDC		500	0	0	0	0	0	0	0
Mentor		750	750	200	200	0	0	0	0
Soccer - Varsity Head Coach	0.1150	2,760	2,898	3,036	3,174	3,312	3,450	3,588	3,726
Soccer - Varsity Assistant Coach	0.0770	1,848	1,940	2,033	2,125	2,218	2,310	2,402	2,495
Soccer - 7th/8th - Head Coach	0.0600	1,440	1,512	1,584	1,656	1,728	1,800	1,872	1,944
Soccer - 7th/8th - Assistant Coach	0.0500	1,200	1,260	1,320	1,380	1,440	1,500	1,560	1,620

Lockland LSD

Supplemental Salary Schedule

Position	Index	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
		1.00	1.05	1.10	1.15	1.20	1.25	1.30	1.35
Softball - Varsity Head Coach	0.1170	2,808	2,948	3,089	3,229	3,370	3,510	3,650	3,791
Softball - Varsity Assistant Coach	0.0730	1,752	1,840	1,927	2,015	2,102	2,190	2,278	2,365
Softball - 7th/8th - Head Coach	0.0500	1,200	1,260	1,320	1,380	1,440	1,500	1,560	1,620
Strength Coach	0.0790	1,896	1,991	2,086	2,180	2,275	2,370	2,465	2,560
Student Council - HS	0.0340	816	857	898	938	979	1,020	1,061	1,102
Student Council - MS	0.0300	720	756	792	828	864	900	936	972
Team Leader	0.0500	1,200	1,260	1,320	1,380	1,440	1,500	1,560	1,620
Track - Varsity Head Coach	0.1020	2,448	2,570	2,693	2,815	2,938	3,060	3,182	3,305
Track - 7th/8th - Head Coach	0.0850	2,040	2,142	2,244	2,346	2,448	2,550	2,652	2,754
Track - 7th/8th - Assistant Coach	0.0500	1,200	1,260	1,320	1,380	1,440	1,500	1,560	1,620
Volleyball - Varsity Head Coach	0.1150	2,760	2,898	3,036	3,174	3,312	3,450	3,588	3,726
Volleyball - Varsity Assistant Coach	0.0770	1,848	1,940	2,033	2,125	2,218	2,310	2,402	2,495
Volleyball - 7th/8th - Head Coach	0.0600	1,440	1,512	1,584	1,656	1,728	1,800	1,872	1,944
Volleyball - 7th/8th - Assistant Coach	0.0500	1,200	1,260	1,320	1,380	1,440	1,500	1,560	1,620
Wrestling - Varsity Head Coach	0.1370	3,288	3,452	3,617	3,781	3,946	4,110	4,274	4,439