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# MASTER CONTRACT

**LOWELLVILLE LOCAL
BOARD OF
EDUCATION**

**and the**

**LOWELLVILLE EDUCATION ASSOCIATION**

**September 1, 2024 - August 31, 2027**

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## ARTICLE 1

## RECOGNITION

1.01 Recognition of Association

The Lowellville Board of Education, hereinafter referred to as the Board, recognizes the Lowellville Education Association, hereinafter referred to as the Association, affiliated with the Ohio Education Association and the National Education Association, as the sole and exclusive representative of all the non-administrative certificated/licensed personnel employed under a regular teaching contract. All other employees and positions in the school district are excluded from the bargaining unit.

1.02 Tutors

Regularly employed, hourly paid tutors are also included in the bargaining unit, with the express understanding that tutors are paid on an hourly basis as needed and not in accordance with the salary schedule included in this collective bargaining agreement.

1.021 Compensation

The hourly rate for tutors shall be $25.00 for the duration of the contract.

1.022 Sick Leave

Tutors shall be entitled to sick leave in accordance with provisions outlined in this Agreement if employed full time. Full time shall mean a person who works five (5) periods per day. If employed less than full time, tutors shall receive a pro-rata amount of sick leave commensurate with the time worked.

1.023 Personal Leave

Tutors shall be entitled to three (3) personal days if employed full time. If employed less than full time, tutors shall receive a pro-rata amount of personal leave commensurate with the time worked. All personal days are on a per school year basis and unused personal days may be converted to sick days up to the maximum amount allowed in the Agreement.

1.024 Insurance Fringe Benefits

Tutors are eligible for single and dependent insurance fringe benefits specified in this Agreement if employed full time (i.e., work a minimum of 30 hours per week). If employed less than full time, tutors shall have the option to purchase Board provided health insurance at full cost for each contract year.

1.025 Employment Contract

Tutors are eligible for one-year employment contracts only. They are not eligible for multiple-year contracts or continuing contracts. It is the intention of the parties that this procedure supersedes Ohio law with respect to any topic regarding teacher evaluation and duration of contract addressed in the Ohio Revised Code including, but not limited to, O.R.C. 3319.08, 3319.11 and 3319.111.

1.026 Restrictions

Tutors are entitled to the specific rights delineated in this Article and all other rights of other bargaining unit members not limited by this Article. Tutors are also bound by any and all restrictions to those rights which apply to other members of the bargaining unit except as specifically provided for in this Article.

1.027 Posting and Application Rights

Tutors shall be notified of vacancies at the same time as other members of the bargaining unit during the weeks school is not in session by utilizing the all call to advise them to check their e-mail to view the posting.

When filling the classification of classroom teacher, the applicant for the position described above will be granted the following: The tutor will be given priority consideration for placement over outside applicants. They must be granted an interview, if interviews are given. This shall not require the Board of Education to fill the vacancy with such applicants.

1.028 Bumping Rights

Tutors may not bump into the classification of classroom teachers, and classroom teachers may not bump into the classification of tutors. However, tutors shall accrue seniority on a districtwide basis.

## ARTICLE II

## NEGOTIATIONS PROCEDURE

2.01 Request for Negotiations

Not earlier than one hundred twenty (120) days nor later than ninety (90) days before the contract expires, either party may notify the other of a desire to commence bargaining. Such notification shall be in writing. It shall be directed to the Superintendent, if from the Association, and to the Association President, if from the Board. Either party may request opening of negotiations prior to the 120 days as referenced above; however, early commencement of negotiations must be mutually agreed upon by the parties.

2.02 Exchange of Proposals

1. Within thirty (30) calendar days after such notice, the initial meeting will be held for the purpose of the parties to submit in writing all of their proposals for negotiations. The parties may not submit additional items except with the consent of the other party. Original proposals shall be in writing in language suitable for inclusion in the Agreement.

2. Meetings shall be held in private and at a time and place mutually agreed to by the parties.

3. When it is mutually agreed that a negotiations session shall take place during the school day, Association team members shall be released from regular duties during the session.

2.03 Composition of the Negotiating Team

The negotiating teams shall consist of not more than five representatives or designees of the Association and five representatives or designees of the Board.

Bargaining teams shall be empowered to make proposals and counterproposals, to consider proposals and counterproposals and indicate tentative agreement on behalf of the parties.

2.04 Exchange of Information and Views

Each party shall inform their respective constituents that interim reports concerning the progress of negotiations are confidential to those constituents.

By mutual consent, joint ad hoc study committees may be appointed to research, study, and develop reports and recommendations relative to matters under consideration. The committee shall operate under the procedures approved by the parties involved and shall report all of their findings directly to them.

2.05 Miscellaneous

a. Upon the request of either party, meetings shall be recessed to permit the requesting party a period of time to caucus. Such caucus may exceed thirty (30) minutes if mutually agreed upon.

b. Each meeting is expected to last at least three (3) hours unless mutually agreed otherwise.

c. Any time limits established under the Negotiations Procedure Article may be modified by mutual agreement.

d. Days shall mean calendar days unless specified otherwise.

2.06 Agreement

a. As negotiated items are agreed upon, they shall be reduced to writing and initialed by the chief negotiator of each party. Such initialing shall be construed as tentative agreement by both parties on that item, or issue(s), subject to finalization by ratification by the membership of the Association and/or adopted by the Board.

b. When an agreement is reached through negotiations, the outcome shall be reduced to writing. Both parties shall review the agreement together to determine the accuracy of the transcript. If the agreement is then in proper form, it shall be submitted to the Association and the Board for ratification and adoption. The Association shall vote on the tentative agreement within fifteen (15) days of the date agreement is reached. The Board shall vote on the tentative agreement within thirty (30) days of the date the agreement is reached.

c. Said agreement shall be signed by the Board's representative and by the Association's representative.

d. No provision or the application of any provision of the resulting agreement shall discriminate against any bargaining unit member due to membership or non-membership in the Association.

2.07 Disagreement

a. If agreement is not reached during negotiations as set forth herein, either party may declare negotiations at impasse after sixty (60) days from the initial meeting by written notice to the other party. Within seven (7) days after receipt of such written notice by the other party, the parties shall mutually request the services of the Federal Mediation and Conciliation Service (FMCS). Said mediation shall be conducted in accordance with the rules, regulations, and procedures of the Federal Mediation and Conciliation Service.

b. The fees of the mediator, if any, will be shared equally by the parties.

The procedure set forth in this Article represents a mutually agreed dispute settlement procedure which supersedes the dispute procedure contained in Section 4117.14(c), Ohio Revised Code.

## ARTICLE III

## GRIEVANCE PROCEDURE

3.01 Definitions

3.011 A "grievance" is an alleged violation, misapplication, or misinterpretation of a specific article or section of this Agreement. Therefore, no grievance may be based upon any allegation of any advantage, right, or benefit not expressly stated by a specific written article or section of this Agreement.

3.012 "Days" shall refer to workdays and, in the summer, days the Board office is open. The number of days at each step will be considered the maximum.

3.013 An "aggrieved party" is the bargaining unit member(s) or the Association who submit(s) a grievance

3.02 Rights of the Grievant and the Association

3.021 An aggrieved party may submit grievances which affect him/her personally. The Association may submit a class action grievance on behalf of the entire Association or a group of aggrieved parties who are affected by an alleged violation, misapplication, or misinterpretation of a specific article or section of the Agreement in exactly the same manner.

3.022 The aggrieved party may, at his/her own option, be represented during the grievance procedure by the Association, including an OEA UniServ Consultant. The Association shall assume full and complete responsibility for representation of all bargaining unit members. Any failure of fair representation shall in no way involve the Board or the administration, but shall be the responsibility of the Association. In class action grievances on behalf of the entire Association or by a group of aggrieved parties, the total number of persons representing the Association or group shall be not more than three (3) at any and all steps of the grievance procedure, except arbitration if more than three (3) witnesses are needed.

3.023 No reprisals or recriminations shall be taken against any employee who files or takes part in a grievance.

3.03 Time Limits

3.031 The preparation and processing of grievances shall be conducted before or after school.

3.032 The time limitations set forth hereinafter for the submission of a grievance at any step shall be deemed of essence, and the failure to submit a grievance within the time specified shall be deemed a withdrawal of that grievance. Furthermore, failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.

3.04 Grievance Procedure

Step One

Before submission of a written grievance, the aggrieved party must discuss it with and attempt to resolve it informally with the immediate superior/principal. The aggrieved party will say that the discussion will pertain to a possible grievance.

Step Two

If the grievance is not resolved under Step One, and the aggrieved party wishes to proceed to Step Two, the aggrieved party must submit the grievance in writing to the immediate superior/principal (see Appendix A) not later than twenty (20) days after the occurrence of the act or condition upon which the grievance is based. The immediate superior/principal shall meet with the aggrieved party and one teacher employed by the Board who is a member of the Association with respect to the grievance and shall deliver to the aggrieved party a written statement in response to the grievance no later than ten (10) days after such conference. The written grievance shall cite the Articles of the Agreement which have allegedly been violated, misinterpreted and/or misapplied, identify the initial facts upon which the grievance is based and state the action requested.

Step Three

If the grievance is not satisfactorily resolved at Step Two, the aggrieved party may submit a copy of the written grievance along with a written request for a meeting with the Superintendent of Schools. This written information shall not be submitted later than five (5) days after receipt of the answer under Step Two. Within ten (10) days of receipt of such notice, the Superintendent (or his/her designated representative) alone, or with the aggrieved party's immediate superior/principal and/or one other person shall meet with the

aggrieved party and one teacher employed by the Board who is a member of the Association and one (1) representative of the Association (which may be an OEA UniServ Consultant) and shall deliver to the aggrieved party a written statement of position not later than ten (10) days after such conference.

Step Four

If the grievance is not resolved under Step Three, the aggrieved party may, not later than ten (10) days after receipt of the answer under Step Three, refer the grievance to arbitration by notifying the American Arbitration Association (AAA). A copy of such request shall be forwarded to the Superintendent and to the President of the Association. An arbitrator shall be selected using the alternate strike procedure and either party may request a second list.

a. The arbitrator shall be empowered only to base his/her decision upon some specified article and section of this agreement and shall have no power to add to, subtract from, disregard, alter, or modify this agreement by implication or otherwise. He/she shall neither imply nor infer obligations or conditions binding on the parties from this Agreement except as explicitly set forth herein.

b. The decision of the arbitrator, if rendered within and in accordance with the above-stated power, shall be issued within twenty (20) days from the date of the close of the hearing and shall be final and binding on the Board, the Association, and the grievant(s).

c. Cost of Arbitration

The fees and expenses of the arbitration shall be paid equally by the Board and the Association or the grievant if the Association has chosen not to process the grievance. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

## ARTICLE IV

## RIGHTS

4.01 Board of Education Rights

Unless the Board agrees otherwise in this Collective Bargaining Agreement, nothing shall impair the right and responsibility of the Board to:

4.011 Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Board, standards of services, its overall budget, utilization of technology, and organizational structure;

4.012 Direct, supervise, evaluate, or hire employees;

4.013 Maintain and improve the efficiency and effectiveness of governmental operations;

4.014 Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

4.015 Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;

4.016 Determine the adequacy of the work force;

4.017 Determine the overall mission of the Board as a unit of government;

4.018 Effectively manage the work force;

4.019 Take actions to carry out the mission of the Board as a governmental unit.

The Board is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement.

4.02 Association Rights

4.021 The bargaining agent shall have the sole and exclusive organizational rights to process grievances under this Agreement.

4.022 The bargaining agent shall have the sole and exclusive organizational right to use schoolmailboxes.

4.023 The bargaining agent shall have the sole and exclusive organizationalright to payroll deduction of dues.

4.024 The bargaining agent shall have the sole and exclusive organizational right to the exclusive use of a bulletin board designated by the principal in each building.

4.025 The bargaining agent shall have the sole and exclusive organizational right to have building meetings before or after school provided that said meetings do not interfere with the commencement or the ending of the school day. The building principal shall have at least twenty-four (24) hours advance notification of meetings.

4.026 The Association may use school equipment such as copiers, computers, typewriters, e-mail system, etc., for Association business with the permission of the building principal, if present. If principal is not present, the permission of Superintendent or Treasurer is necessary.

4.027 The Association may pick up a copy of the Board agenda when it is ready for distribution.

4.028 The Association shall have the right to address staff members at any staff meeting.

## ARTICLE V

## LEAVES

5.01 Sick Leave

5.011 Annual Allowance

Bargaining unit members shall be granted sick leave on the following basis: one and one-quarter (1 ¼ ) days for each completed month of service, or fifteen (15) days for each completed year of service.

5.012 Manner of Calculation

Any sick leave earned or unused in prior employment with another public school district or other agency of the State of Ohio shall, upon presentation of a certified copy stating the number of sick leave days earned and unused from such employers, be transferred to the bargaining unit member's account at the time of employment in the manner prescribed by state law.

5.013 Accumulated Sick Leave

The maximum number of sick leave days accumulated shall be two hundred seventy-six (276).

5.014 Approved Use of Sick Leave Days

Sick leave may be used by all bargaining unit members for those reasons and situations enumerated in the State Statute (O.R.C. 3319.141).

5.015 Definition of Immediate Family

As applied to absence because of illness, injury, or death in the employee's immediate family, the immediate family shall include the employee's spouse, fiancé, fiancée, domestic partner, legal guardian, son, daughter, mother, father, sister, brother, grandparents, grandchildren, aunt, uncle, niece and nephew, and in-laws of the same categories or as otherwise determined by the Superintendent.

5.016 Exhaustion of Sick Leave (Continued Fringes)

In the event a bargaining unit member uses all of his/her sick leave the employee may continue any or all benefits while on an approved unpaid leave of absence by making payment to the Treasurer not later than the 25th day of each month preceding the month for which the premium is due, with the exception of FMLA leave.

5.017 Falsification of Certificates

Falsification of either the physician's certificate, if submitted, or the member's statement is grounds for suspension or termination of employment.

5.018 The Superintendent may require any employee utilizing five (5) consecutive sick leave days to be examined by a physician. For sick leave use to continue, the physician must certify the employee's need for sick leave.

5.019 An employee who needs more than five (5) sick leave days for the death of a member of the employee's immediate family will submit to the Superintendent a notice in writing for an extended use of sick leave days. Such notice shall take place on or prior to the fifth day.

5.02 Military Leave

Any member of the bargaining unit who is drafted into any branch of the armed forces of the United States, or is called to active-duty service with a reserve unit, shall be reinstated in his/her position, or an equivalent position, when honorably discharged from such service. Application for reinstatement shall be made within ninety (90) days from the date of said release or discharge from military service. Nothing in this article shall limit the Board of Education from exercising any rights, freedoms, choices, or options granted to it by the Ohio Revised Code pertinent to military leave.

5.03 Assault Leave

Assault leave shall be granted to a bargaining unit member who is unable to work, and who, therefore, is absent from his/her assigned duties because of a physical disability resulting from a physical assault which assault is clearly unprovoked. Said leave shall not be charged against sick leave. Said employee shall be granted the aforementioned assault leave and shall be maintained on full pay status during such absence, up to a maximum of fifteen (15) working days. An employee shall be granted assault leave according to the following rules:

a. The incident, resulting in the absence of the bargaining unit member, must have occurred when the bargaining unit member was on duty during the course of employment with the Lowellville Local Board of Education while on the Board- owned premises or when he/she was required to be in attendance at a Board-approved or sponsored activity/event on or off Board premises. Upon notice to the principal or immediate supervisor that an assault upon a bargaining unit member has been committed, any employee of the Board, including the assaulted bargaining unit member, having information relating to such assault, shall, as soon as possible, prepare a written statement, giving all facts within the bargaining unit member's knowledge regarding said assault (the written statement shall include the time, date, place, and circumstances of the assault; the names of all persons who committed the assault, and the names of witnesses). The employee(s), including the bargaining unit member assaulted, shall sign said statement and present it to the building principal or immediate supervisor.

b. To qualify for assault leave, the bargaining unit member shall furnish a certificate from a licensed physician stating the nature of the disability and its likely duration, if requested, by the Superintendent. The Superintendent may require a licensed physician's statement justifying the continuation of the leave at any time during the leave.

c. An employee shall not qualify for payment for assault until the assault leave form and any requested physician's statement have been submitted to the Superintendent.

d. Employees shall not be permitted to accrue assault leave.

e. Payment for assault leave shall be at the assaulted employee's rate of pay in effect at the time of the assault or at the rate for which the member may become eligible in accordance with the Ohio Revised Code.

f. Falsification of a statement for assault leave by a teacher is grounds for suspension or termination of employment at the discretion of the Board of Education.

g. Such assault may be reported to the police by the bargaining unit member.

5.04 Educational Leave

Tenured certified/licensed personnel, after serving the Lowellville Local Schools seven (7) years, may apply for an educational leave of absence. Such leave may be granted, based upon the Superintendent's recommendation and with the approval of the Board of Education for the purpose of professional development, that results in an additional certification of completion or attendance and/or credential related to your current position and or licensure, upgrading certification or obtaining an advanced degree upon the following conditions:

a. The applicant must submit to the Superintendent by February 15 (fifteen) of the school year preceding the employee's requested leave, his/her application describing the advance study program for the leave including the name of the university or college at which he/she has been accepted if applicable. At the conclusion of the leave period, he/she shall provide evidence that the program was followed.

b. Hospitalization and insurance will not be paid by the Board of Education but may be purchased by the teacher at the discretion of the Treasurer.

c. A leave year shall not count for advancement in years of experience on the salary schedule. In cases where additional hours or degree earned would place him/her in a different pay column, movement to a new column would occur.

d. Applicants must file with the Board a written agreement to remain in the service of the Board for one year after the expiration of such leave. Exceptions may be made for employment outside of the educational field.

e. Educational leave may be granted to no more than one teacher each school year. No teacher may be granted educational leave concurrent with or for a year immediately following maternity leave or any other extended leave.

f. A bargaining unit member may be granted up to two educational leaves in a lifetime. At least seven (7) years of uninterrupted full-time teaching service shall occur before an individual bargaining unit member may be granted a second leave.

5.05 Personal Leave

Each bargaining unit member may use three (3) personal leave days per year. The reason for requesting an unrestricted personal leave day need not be given. Unused personal leave may be added to accumulated sick leave provided it does not exceed maximum balance allowed by current Agreement.

a. With rare exception, approval for personal leave must be obtained from the Superintendent at least two (2) school days in advance of the need to use the leave. The rare exception would be in cases of emergency when obtaining advance approval would be impossible.

b. With rare exception, personal leave cannot be used the first week or the last week of school.

c. Personal leave days cannot be used the day before or the day after a scheduled school recess or any in-service or parent-teacher conference days, except upon prior approval from the Superintendent.

d. Personal leave days cannot be used for outside employment or personal recreation.

e. Personal leave may be denied after May 1st (unless for emergency) if there are more than two requests for the same day.

f. No more than three (3) bargaining unit members may be on personal leave on the same day unless this restriction is waived by the Superintendent.

g. Three (3) consecutive personal leave days may be taken only under rare circumstances upon approval by the Superintendent.

5.06 Parental Leave of Absence

5.061 Definition

A "parental leave" is defined as absence from school without pay by a teacher who is adopting a child, or is to become a parent by reason of pregnancy of his spouse, or for the purpose of child care.

5.062 Procedure for Parental Leave

A bargaining unit member who desires parental leave shall notify the Superintendent at least thirty (30) days in advance of the commencement of said leave. This notification shall be in writing and shall indicate the actual date for commencement of said leave. In emergency and unusual situations, the thirty (30) day written notification requirement shall be waived by the Superintendent of Schools.

5.063 Term of Parental Leave

All parental leaves may be for the remainder of the school year in which the child is born or adopted and the next succeeding school year. Said leave shall begin on the first day of the parental leave and the bargaining unit member shall notify the Superintendent as to the teacher's intention regarding the return to employment no later than thirty (30) days prior to the expiration of said leave when such leave is for twelve (12) months or more. If the bargaining unit member indicates his/her intention to return to work,

he/she shall follow the same procedure enumerated in all subsequent sections of the Parental Leave policy. Upon approval of the Superintendent and upon assuring of a special circumstance, a parental leave of absence may be extended for a period not to exceed one (1) school year.

All insurance coverage provided by the Board and desired by the bargaining unit member shall be continued, upon approval by the respective insurance carrier, for those who are on parental leave, upon the payment of the premium by the bargaining unit member to the Treasurer at the beginning of each month.

5.064 Termination of Parental Leave

Upon written request of the bargaining unit member to the Superintendent, which shall be tendered no later than April 1, a parental leave of absence may be terminated at any time after the birth of the child under the following conditions:

a. In the case of a bargaining unit member who was pregnant and is using parental leave, the bargaining unit member will be declared eligible to return to regular duties when she submits a written notice of her intent to return. In the case of a bargaining unit member who has adopted a child or whose wife has been pregnant, the bargaining unit member will be declared eligible to return to regular duties upon notification by the bargaining unit member to the Superintendent, said notice to be by April 1 or six months from the delivery of the child, whichever comes first.

The bargaining unit member shall be permitted to use all of the leave period stated in 5.064 a. of this Section.

b. Return to duties will be guaranteed no later than the first work day of the school year following the date that the individual is declared eligible for reinstatement (as prescribed in 5.064 a. above).

c. After reinstatement eligibility has been determined (as prescribed in 5.064 a. above), the Superintendent of Schools may recommend reassignment to duty at an

earlier time than that which is stated herein. It is further understood reassignment to duty in all cases of parental leave shall be in accordance with the recommendation of the Superintendent of Schools and the needs of the school system and that no employee will be placed in a position for which the employee is not certified/licensed.

5.065 Notification of Pregnancy

In the event that a bargaining unit member becomes pregnant, the bargaining unit member shall, as soon as possible, notify the Superintendent. Said notification of the condition of pregnancy shall be at the end of the fifth month. This notification shall be in writing and shall include the following:

a. Anticipated birth date of the baby.

b. In the event a bargaining unit member may desire to use accumulated sick leave for maternity purposes and/or unpaid parental leave, the bargaining unit member's statement should include the approximate date of the commencement of said leave(s).

5.066 Use of Sick Leave for Pregnancy Purposes

A bargaining unit member shall be permitted to use accumulated unused sick leave days for absence due to disability from pregnancy. Where a bargaining unit member is absent due to pregnancy, but has used all accumulated sick leave, she shall be given a Medical Leave of Absence without pay until the birth of the child.

All insurance coverage provided by the Board and desired by the bargaining unit member shall be continued.

5.067 Use of Sick Leave for Maternity Purposes

Bargaining unit members shall be granted the use of accumulated sick leave for absence due to child birth for six (6) weeks or as otherwise certified by a physician, which shall run simultaneously with FMLA leave.

5.068 Family and Medical Leave

Bargaining unit members shall be entitled to leave as provided in the Family and Medical Leave Act and its associated regulations.

5.07 Sick Leave Bank

5.071 Establishment

A. Each bargaining unit member may contribute one day of his/her accumulated sick leave to the Sick Leave Bank during the enrollment period. The enrollment period is from August 20 through September 15 of each school year. New bargaining unit members hired after the school year has commenced will have four (4) weeks to enroll. The donated day is not returnable.

B. During the year, additional days may be donated by bank members upon the agreement of the Sick Leave Committee.

C. If 10 participants are not enrolled by the initial enrollment deadline, the prospective members will have their donated days credited to their accumulated sick leave account and the bank will not be established.

5.072 Operational Procedures

A. Use of days from the Sick Leave Bank will be limited to those individuals who have contributed to the bank.

B Use of days from the Sick Leave Bank will be limited to personal illness of the Bargaining Unit member or the Bargaining Unit member's spouse, or the Bargaining Unit member's dependent children. A doctor's statement is required with the application in order to be considered.

C. Use of days from the Sick Leave Bank will be considered only after the individual has used all of his/her accumulated sick leave days and has used possible advances of sick leave days.

D. The maximum number of days that a person may use is 20% of the total days in the Bank at the end of the enrollment period, but not to exceed fifteen (15) days maximum. Additional days may be granted at the discretion of the Sick Leave Bank Committee, provided the request for additional days receives a two-thirds positive vote of the full Committee.

E. Each member of the Sick Leave Bank shall be required to contribute one (1) day per year to the Bank.

5.073 Sick Leave Bank Committee

A. The Bank will be operated on a voluntary basis. A committee shall be formed to administer the Bank and to provide the information whereby the business office of the Lowellville Local School District will keep the records. This committee shall be empowered to adopt rules and regulations and to make decisions required to administer the Sick Leave Bank, so long as those rules, regulations, and decisions do not modify the agreement contained herein. This committee will be titled the "Sick Leave Bank Committee" (hereafter referred to as the SBC). The SBC shall be composed of the following five (5) persons:

   1. The Lowellville Education Association President or his/her designee.

   2. Two bargaining unit members. These members are to be appointed by the Lowellville Education Association President.

   3. The Superintendent or his/her designee and the Treasurer or his/her designee.

      Effort should be made with these appointments to provide bargaining unit representation from all levels.

B. Should a vacancy occur on the SBC, a replacement for the vacant position shall be appointed by the authority making the original appointment.

C. One of the three bargaining unit SBC representatives will be selected to act as chairperson of the SBC. The Lowellville Education Association President will designate the chairperson prior to the first meeting of the SBC.

D. The SBC will be responsible for developing the forms needed to operate the Bank except for the Application to Use Days form.

E. Guidelines will be reviewed annually by the Sick Leave Bank Committee.

5.08 Emergency Leave

5.081 Entitlement

Emergency leave of absence from normal teaching duties up to a total of five (5) days per school year without pay may be granted by the administration.

5.082 Restrictions

Submission of satisfactory evidence acceptable to the administrator of an actual emergency situation shall be required. Falsification of the member's statement for the use of emergency leave shall be grounds for suspension or termination of employment.

5.09 Jury Duty

A bargaining unit member shall be entitled to leave for any time the member is required to perform jury duty. There shall be no financial penalty attached to such service in any way. Such days shall not be deducted from the accumulated sick leave, personal leave, or emergency leave days; however, payment for fulfilling said duty shall be remitted to the District.

## ARTICLE VI

## EMPLOYMENT PROCEDURES

6.01 School Year

The school year shall consist of the minimum number of instructional hours as required by state law and includes:

a. NEOEA Day or, prior to the in-service days at the beginning of the school year, an employee may select from a list of dates

provided by the Administration to serve in the place of NEOEA Day.

b. Day after the last student day of the school year.

c. Two In-service Days. The equivalent of two 1/2 (one-half) day segments will be reserved for either an LEA meeting, classroom preparation, required state or district trainings on your own, and/or clerical duties at the discretion of each LEA member.

d. Teachers will be given a total of one hour of classroom preparation time during each of the scheduled waiver days within the calendar school year. Due to scheduling, the hour allotment may be given at different times of the waiver day.

6.02 Teacher Work Day

The teacher work days shall be seven (7) hours and fifteen (15) minutes. Exceptions to this shall be the following:

a. Five (5) meetings per school year scheduled by the principal and/or Superintendent. None of these may extend more than one hour beyond the teacher work day.

b. A reasonable number of small group meetings which would extend beyond the work day but not exceed five (5) per year without the teacher's concurrence.

c. No teacher shall be required to attend more than two (2) evening school or school-related functions per school year, excluding parent-teacher conferences and open house.

d. The school day shall include a daily, minimum thirty (30) minute, duty-free, uninterrupted lunch period.

e. Conference period substitute pay is $25.00 (Twenty-Five Dollars) per period. Each teacher who is requested to substitute during his/her conference period is to fill out a conference period substitute form and turn it in to the principal's office to be processed. Pay for conference period coverage will be included in the second pay following the submission of the form. Teachers may refuse this request.

f. If instructional days are lost due to inclement weather or other calamity, the staff will not be required to make up the first five

(5) days lost to calamity but will be required to make up all other lost days to fulfill their contract.

Following the occurrence of the fifth ($5^{th}$) missed day, the Superintendent and the Association President shall meet to discuss how to best make-up missed instruction (i.e., scheduled make-up days) that have or may become required.

Based upon the number of instructional hours completed to date and the potential for additional calamity days, the Board of Education, by resolution, may amend the school year calendar after consultation with the LEA.

6.03 Nondiscrimination

The Board and the Association agree that neither party shall discriminate against each other or against any member of the Employee Unit on the basis of race, color, age, creed, sex, religion, disability, or marital status as applied to the terms of this Agreement.

6.04 Teacher Fair Dismissal

Termination of a teacher's contract shall comply with the provisions of ORC 3319.16.

6.05 Job Security

As prescribed by law for continuing contract teachers and limited contract teachers, except as otherwise set forth in this Agreement.

6.06 Evaluation Procedures

6.061 Scope and Purpose

6.0611 Purposes

The purposes of teacher evaluation include but are not limited to:

a. To serve as a tool to advance the professional learning and practice of teachers individually and collectively in a school district.

b. To inform instruction.

c. To assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest

opportunity for student learning and achievement.

d. To increase collaboration between teachers within the district to improve student performance.

6.0612 Application

The State Board of Education's teacher evaluation procedure contained in this agreement applies to the following employees of the district:

a. Teachers working under a license issued under sections 3319.22, 3319.26, 3319.222, 3319.226 or 3319.301 of the Ohio Revised Code who spend at least fifty percent (50%) of their time providing student instruction.

b. Teachers who spend less than 50% of their time instructing students shall be evaluated through a district-created evaluation tool.

6.062 OTES Committee

6.0621 OTES Committee Authority

a. The committee shall be chaired jointly by a member of the Association and an Administrator. The committee shall be comprised of at least three (3) Association members appointed by the Association President and up to three (3) Administrators appointed by the Superintendent, who may serve as one of the members.

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

c. The OTES Committee shall be responsible for jointly developing, reviewing, and recommending the policy, procedures, and processes, including the evaluation tools, for teacher evaluation on an ongoing basis.

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

d. The OTES committee shall also serve to informally resolve any disputes which may arise as a result of walkthrough/ observations/evaluations.

Note: Teachers are advised to meet with the evaluator first in an effort to discuss the issue concerned before any issue is brought to the committee.

e. Changes or revisions to these evaluation procedures/processes may be made during negotiations for a successor agreement or through a Memorandum of Understanding between the Board and the Lowellville Education Association.

f. In the event of legislative action by the Ohio General Assembly that impacts this topic in any way the parties will agree to comply with changes after the expiration of this agreement unless otherwise required by law.

6.0622 HQSD Committee Operation

a. The HQSD Committee shall serve the purposes of assessing, reviewing, and approving HQSDs and providing related professional development for the employees of the Lowellville Local Schools.

b. The committee shall be chaired by a team of teachers.

c. Members of the committee will receive training on the writing of HQSD components and any other training that may become necessary for the committee.

d. Members of the committee shall receive release time or compensation for work outside the contractual work day for

committee work and training.

e. The HQSD committee shall recommend the policies and procedures for the HQSD portion of the evaluation to the Association and the Board. The committee will be responsible for reviewing and approving teacher created HQSD under the time restraints set by the committee.

f. Any committee work performed outside of the contractual work day shall be paid at a $25.00 hour per person rate not to exceed $300 per person per year.

6.063 Evaluators

Qualifications and Role

An evaluator must be a full-time, OTES credentialed Administrator of the Lowellville School District.

6.064 Commitment to Orientation and Professional Development

Professional Development

The board shall commit to the professional development of teachers by meeting the requirements of ORC 3319.112(A)(8)(9).

6.065 Evaluation Structure and Procedures

Schedule of Observations

a. A minimum of two (2) formal observations, one Formal Holistic Observation and one Formal Focused Observation, shall be conducted. A formal observation shall last a minimum of thirty (30) continuous minutes. It is recommended that there be at least three (3) weeks between formal observations.

Formal Holistic Observation

The first Formal Holistic Observation consists of the evaluator documenting all observed areas on the Teacher Performance Evaluation Rubric. A conference between the teacher and evaluator will occur after the Formal Holistic Observation to determine the identified area(s) of focus. The focus areas may be area(s) of strength, area(s) for improvement, or both. Teachers with a Final Holistic Rating of ACCOMPLISHED will select their own focus area(s).

Teachers with a Final Holistic Rating of SKILLED will select focus area(s) in collaboration with their evaluator. Teachers with a Final Holistic Rating of DEVELOPING will receive guidance from their evaluator to determine their area(s) of focus. Evaluators will select the focus area(s) for teachers with a Final Holistic Rating of INEFFECTIVE.

Formal Focused Observation

The second formal observation will be a focused on the area(s) identified after the earlier Formal Holistic Observation.

b. If the board has entered into a limited contract or an extended limited contract with a teacher pursuant to section 3319.11 of the Ohio Revised Code, the board shall perform a minimum of three formal observations during the evaluation cycle in any school year in which the board may wish to declare its intention not be reemploy a teacher pursuant to section 3319.11 of the Revised Code.

c. A teacher may request an additional formal observation; however, such request does not obligate the evaluator to complete the additional observation nor does it have any bearing on the Board's employment decision regarding said teacher.

Observation Conference

a. A pre-conference may be scheduled for a mutually agreed time and place.

b. The formal observation shall be scheduled.

c. A post-observation conference shall be held after each formal observation. The post observation conference shall take place within a reasonable time following the formal observation.

d. The evaluator shall make available copies of all written documentation including but not limited to notes, scripts, artifacts, and evidence collected during formal observations and walkthroughs.

# Walkthroughs/Informal Observations
# Ohio Teacher Evaluation System 2.0

## Walkthrough: General Form

**Teacher Name:** **Grade(s)/Subject Area(s):** **Date:**

**Evaluator Name:** **Time Walkthrough Begins:** **Time Walkthrough Ends:**

**Directions:** This form serves as a record of a walkthrough by the teacher's evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation, nor is this an exhaustive list of evidence that may be observed. This record, along with records of additional informal observations, will be used to inform the holistic evaluation of the teacher.

| **EVALUATOR OBSERVATIONS** | |
|---|---|
| ☐ Teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals | ☐ Communication strategies and questioning techniques check for understanding and encourage higher-level thinking |
| ☐ Instructional time is used effectively | ☐ Information is presented in multiple formats |
| ☐ Teacher combines collaborative and whole class learning opportunities | ☐ Routines, procedures and transitions are consistent, effective and maximize instructional time |
| ☐ Rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher are evident | ☐ Feedback is substantive, specific, timely and supports student learning |
| ☐ Lesson makes clear and coherent connections with student prior learning and future learning | ☐ Teacher selects, develops and uses multiple assessments |
| ☐ Teacher demonstrates content knowledge and uses content-specific language and strategies to engage students | ☐ Teacher uses differentiated instructional strategies and resources for groups of students |
| ☐ Other: | ☐ Other: |

| **Identified Focus Area(s) and Aligned Evidence, if Applicable:** |
|---|
| |

| **Evaluator Summary Comments:** |
|---|
| |

The teacher will have access to the walkthrough form, including all scripted and anecdotal documents relative to the walkthrough.

At least 4 walkthroughs shall be conducted in each evaluation cycle.

*It is understood that video or audio devices will not be used to collect teacher performance evidence.

For Teachers Rated Accomplished

A. A teacher who receives a rating of "Accomplished" on his/her most recent evaluation shall be evaluated once every three (3) school years. However, at least one observation which includes a conference with the teacher, must be held each year. Teachers with a rating of accomplished may choose their credentialed evaluator for the evaluation cycle.

B. Teachers with a final summative rating of Accomplished will develop a self-directed Professional Growth Plan. The Professional Growth Plan shall focus on the most recent evaluation and observations. The professional growth plan shall include the following components:

- Goal statement demonstrating performance on the Ohio Standards for the Teaching Profession
- Action steps and resources to achieve the goal and
- Qualitative or quantitative measurable indicators: Evidence indicating progress on the goal.

For Teachers Rated Skilled

A. A teacher who receives a rating of "Skilled" on his/her most recent evaluation shall be evaluated every two (2) years. However, at least one observation, which includes a conference with the teacher, must be held each year.

B. Teachers with a final summative rating of Skilled will develop a professional growth plan collaboratively with their credentialed evaluator and submit the plan to their credentialed evaluator. The professional growth plan shall include the following components:

- Goal statement demonstrating performance on the Ohio Standards for the Teaching Profession
- Action steps and resources to achieve the goal.

- Qualitative or quantitative measurable indicators: Evidence indicating progress on the goal.

Summative Rating of Developing or Ineffective Teacher

Teachers rated Developing or Ineffective for last year will be evaluated annually.

A. Teachers with a final summative rating of Developing will develop a professional growth plan collaboratively with their credentialed evaluator and submit the plan to their credentialed evaluator. The professional growth plan shall include the following components:

    - Goal statement demonstrating performance of the Ohio Standards for the Teaching Profession
    - Action steps and resources to achieve the goal
    - Qualitative or quantitative measurable indicators: Evidence indicating progress on the goal.

B. Teachers with a final summative rating of Ineffective must comply with an improvement plan developed by their credentialed evaluator. The improvement plan shall include the following components:

    - An Improvement Statement identifying specific area(s) for improvement as related to the Ohio Standards for the Teaching Profession;
    - A desired level of performance that is expected to improve and a reasonable time period to correct deficiencies;
    - A specific Plan of Action that must be taken by the teacher to improve his/her performance with sources of evidence (measurable goals) to document the completion of the improvement plan; and
    - A description of educational supports and/or opportunities for professional development needed to improve the identified area(s).

Finalization of Evaluation

Written Report- Evaluations will be completed by May 1st and each teacher will be provided a written report of the results of his/her evaluation no later than May 10. A copy of the formal written

evaluation report shall be made available to the teacher through OhioES and a conference shall be held between the teacher and the evaluator.

Completion ofEvaluation Cycle

The evaluation report shall be signed by the evaluator; and the evaluation report shall be signed by the teacher to verify notification to the teacher that the evaluation will be placed on file. The teacher's signature shall not be construed as evidence that the teacher agrees with the contents of the evaluation report.

## 6.066 Personnel Action

### 6.0661 Professional Improvement

In adherence with the Coaching Model, teachers deemed ineffective for one year shall not be considered for nonrenewal, but rather given the opportunity to improve their identified instructional needs through the use of an improvement plan. (Guidelines for Improvement Plans) A teacher may be placed on an improvement plan at any time based on deficiencies in any individual component of the evaluation system.

### 6.0662 Nonrenewal of Teaching Contract

Limited contract teachers who have been employed two (2) or fewer years shall be notified by the Superintendent if they will not be recommended to the Board for rehiring for the next school year. Such notification shall be made at least ten (10) days prior to Board action on their contract. Prior to Board action on their contract, such teachers shall have the right to meet with the Board in executive session with representation to discuss the intended action on their contract.

This nonrenewal procedure for such teachers supersedes all provisions of O.R.C. Section 3319.11 and O.R.C. Section 3319.111, and such teachers shall have no right to challenge said nonrenewal pursuant to O.R.C. Sections 3319.11 or 3319.111 or through the negotiated grievance procedure or other tribunal.

After the two (2) year probationary period, a teacher who seeks relief from nonrenewal of a teaching contract may either pursue his/her rights under the collective bargaining agreement, including the right to the grievance procedure and arbitration or, at the teacher's option, pursue his/her statutory rights. Once selecting an option, the teacher is confined to the option.

## 6.07 Personnel Files

### 6.071 Personnel File Inspection and Rebuttal Material

All employees have the right to examine their personnel files and to make additions of pertinent rebuttal material in accordance with Section 1347 Revised Code. There shall be no more than one (1) official personnel file maintained for each employee and such file shall be maintained in the Superintendent's Office.

### 6.072 Restrictions

The right to review letters of recommendation is excluded from the above provision. No item from any anonymous source may be placed in the personnel file.

6.073 Each item placed in the file, shall indicate the date it was placed in the file.

6.074 No material of a derogatory nature shall be placed in an employee's personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he/she has reviewed the material by affixing his/her signature and the date to the copy to be filed. Said signature shall not be construed to indicate agreement with the contents of the signed document.

## 6.08 Non-Resident Student Attendance

Members of the bargaining unit represented by the Lowellville Education Association who are non-residents of the Lowellville Local School District shall be permitted to have their children attend school in the District tuition free.

6.09 Superintendent Advisory Committee

A Superintendent Advisory Committee shall be established to deal with building problems and other issues as they arise. The Committee shall not be used for hearing grievances. Committee shall consist of the Superintendent, the principal(s) and one representative from each of the following: primary, elementary and high school. The committee shall meet as needed.

6.10 Vacancies

6.101 Vacancy Defined

A vacancy shall be defined as a position that was previously held by a member of the Employee Unit which the Superintendent determines to fill or a position that is newly created.

6.102 Posting of Vacancies

A. When it has been determined by the Superintendent that a vacated position shall become a vacancy or that a new position shall be created, the Superintendent or designee shall post and e-mail notice of such vacancy for five (5) workdays. The Association President shall be given a copy of each notice of vacancy on or before the date of its posting. During the summer recess, such notice shall be accomplished by utilizing the all call to advise teachers to check their email to view the posting. Each new posting throughout the Summer shall be available for application for five (5) days that the central office is open.

B. Each notice of vacancy shall include the building(s) in which the vacancy exists, the grade level of the students to be supervised, and the qualifications required of each applicant. The qualifications required of any employee bidding on a vacant position shall be determined by the Superintendent and shall be consistent with the duties and responsibilities of the vacant position.

6.11 Long Term Substitutes

A. Long-term substitutes are defined as substitute teachers placed in the same assignment for more than sixty (60) days. All long-term substitutes shall receive a written contract of employment.

B. The employment of long-term substitutes shall be for the period specified in their contract of employment, and shall automatically expire at the end of that term without action by the Board or further notice to the teacher. Neither the provisions of Article VI, Evaluation and Non-Renewal, nor the provision of Section 3319.11 of the Ohio Revised Code, shall apply to long-term substitutes.

C. A long-term substitute shall be granted a year of service credit only if employed for a minimum of one hundred twenty (120) days (at least three and one-half (3 1/2) hours per day) in any one school year.

D. Neither the provisions of Article IX Reduction in Staff, nor the provisions of Section 3319.17, Ohio Revised Code shall apply to long-term substitutes or to permanent substitutes.

E. Neither the provisions of Article VI with respect to evaluation, nor the provisions of Sections 3319.111, 3319.11, or 3319.12 of the Ohio Revised code shall apply to long-term substitutes.

F. Beginning with the 61st day of employment, a long-term substitute shall be placed on the BA-0 step of the salary schedule.

6.12 Lowellville Local Professional Development Committee (LLPDC)

There shall be a local five (5) member Professional Development Committee for the purpose of administering the licensure/certification renewal process. The Association shall be a full and equal partner with the administration in the planning, development, and implementation of the law as it relates to the Lowellville Local Professional Development Committee. In

accordance with the law, a majority of the members of the LLPDC shall be practicing, classroom teachers.

The Committee shall be empowered according to law and determine its own structure, plans and criteria for approval of individual teacher education plans and CEU's subject to 0.A.C. 3301-24-08 and the Ohio Department of Education Guidelines for local professional development committees. The new members of the committee shall have paid release time to be trained. The committee shall have release time to do the work of the LLPDC.

6.13 Effects of an Educational Aide

Hiring of an educational aide to cover study hall will not result in the displacement of any bargaining unit member.

6.14 Continuing Contract Eligibility

Persons eligible for a continuing service contract must submit a written request for consideration for a continuing contract along with supporting documentation on or before January 15th of the year in which they are eligible. If the documentation is not received by January 15, the teacher will have to wait until the following school year to be considered for a continuing contract, unless the restriction is waived by the Board.

The documentation shall include either:

1. For bargaining unit members initially licensed prior to January 1, 2011, continuing contract eligibility is met if the teacher:

    a. Holds a professional, permanent, life certificate, senior professional or lead professional license; and

    b. Has completed either of the following:

        i. If the bargaining unit member did not hold a master's degree at the time of initially receiving an educator license, thirty (30) semester hours of coursework in the areas of licensure or in an area related to the teaching field since the initial issuance of that license; or

        ii. If the bargaining unit member held a master's degree at the time of initially receiving an educator license, six (6) semester hours or graduate

coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license.

2. For bargaining unit members initially licensed after January 1, 2011, continuing contract eligibility is met if the teacher:

    a. Holds a professional, senior professional or lead professional license; and

    b. Has held an educator's license for at least seven (7) years: and

    c. Has completed either of the following:

        i. If the bargaining unit member did not hold a master's degree at the time of initially receiving an educator license, thirty (30) semester hours of course work in the areas of licensure or in an area related to the teaching field since the initial issuance of that license; or

        ii. If the bargaining unit member held a master's degree at the time of initially receiving an educator license, six (6) semester hours or graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license.

3. The teacher must have taught for at least three of the last five years in the Lowellville Local School District. If the teacher attained continuing contract status in another school district, the teacher must have served at least two years in the Lowellville Local School District in order to be eligible for tenure, unless upon recommendation of the Superintendent and approval of the Board of Education tenure is approved prior to the expiration of this two-year period.

    The Board of Education is under no obligation to act on the request for tenure of teachers who either fail to timely provide the required notification as set forth above or who otherwise become eligible for continuing contract status after January 15th in any year.

## ARTICLE VII

## INSURANCES

7.01 Insurances: General Provisions

The Board shall offer health insurance coverage in accordance with the Mahoning County School Employees Insurance Consortium.

Eligible employees (employees working 30 hours or more per week) and their dependents up to 26 years of age shall be offered Board provided coverage

7.02 Specific Coverages

7.021 Comprehensive Major Medical Coverages

Employees shall be covered under the terms listed in the Summary of Benefits and Coverage provided by the Mahoning County School Employees Insurance Consortium (M.C.S.E.I.C.) a summary of which is accessible by the employee online.

a. Employee Contribution

Full-time bargaining unit members shall enroll in one of four tiers available for insurance and contribute 11% of coverage fees the 2024-2025 contract year, 11% of coverage fees the 2025-2026 contract year, and 11% of coverage fees the 2026-2027 contract year.

7.022 Premium Holiday Pay

When the Board receives a premium holiday from their insurance carrier or provider, all employees required to pay a premium percentage will not have to make such payment.

7.023 Term Life Insurance

The Board shall provide one hundred percent (100%) of the premium cost for group term life insurance in the amount of one hundred thousand dollars ($100,000) which includes an equal amount ($100,000) of accidental death and dismemberment coverage for each teacher now, or hereinafter employed.

7.03 Part-time employees

Part-time employees (i.e., employees who work less than 30 hours per week) shall have the option to purchase Board provided health insurance at full cost.

7.04 Effective Date

Any new employee of the bargaining unit will have an effective coverage date of September 1 of the current school year, providing forms are turned in before the fifteenth of September of the current school year.

New employees are responsible for inquiring in the board office for all forms necessary to acquire coverage for prescription, hospitalization, dental and life insurance.

All forms to acquire hospitalization, prescription, dental, and life insurance must be filled out and turned in before September 15 of the current year. Failure to do so will delay coverage until the first of the following month, October, of the current school year.

If an employee is under his/her spouse's coverage and this coverage is lost due to job loss, death, layoff or divorce, proof of such loss must be provided to the Board office. The employee may then sign up for hospitalization, prescription, or dental coverage(s). Effective date will be the date of loss of coverage. If the employee does not have a special enrollment/qualifying event as above and wishes to have coverage that was previously waived, employee can only apply during the designated enrollment period.

7.05 Summary of Benefits

A summary of insurance coverages shall be available online.

## ARTICLE VIII

## COMPENSATION

8.01 Salary Schedule and Index

As currently provided with the following Base Salary increases:

| | |
|---|---|
| **2024 - 2025** | **3.0%** |
| **2025 - 2026** | **3.0%** |
| **2026 - 2027** | **3.0%** |

**SEE ATTACHED SALARY SCHEDULE**

## SALARY- LOWELLVILLE K-12 SCHOOL- Effective September 1, 2024- 3%

**Base= $40,264**

| Step | BA | BA+20 | MA | MA+10 | MA+20 | MA+30 |
|---|---|---|---|---|---|---|
| 0 | 40,264 | 41,472 | 43,485 | 44,491 | 45,498 | 46,505 |
| | 1.00000 | 1.03000 | 1.08000 | 1.10500 | 1.13000 | 1.15500 |
| 1 | 42,132 | 43,340 | 45,550 | 46,557 | 47,564 | 48,570 |
| | 1.04640 | 1.07640 | 1.13130 | 1.15630 | 1.18130 | 1.20630 |
| 2 | 44,000 | 45,208 | 47,616 | 48,622 | 49,629 | 50,636 |
| | 1.09280 | 1.12280 | 1.18260 | 1.20760 | 1.23260 | 1.25760 |
| 3 | 45,868 | 47,076 | 49,681 | 50,688 | 51,695 | 52,701 |
| | 1.13920 | 1.16920 | 1.23390 | 1.25890 | 1.28390 | 1.30890 |
| 4 | 47,737 | 48,945 | 51,747 | 52,754 | 53,760 | 54,767 |
| | 1.18560 | 1.21560 | 1.28520 | 1.31020 | 1.33520 | 1.36020 |
| 5 | 49,605 | 50,813 | 53,812 | 54,819 | 55,826 | 56,832 |
| | 1.23200 | 1.26200 | 1.33650 | 1.36150 | 1.38650 | 1.41150 |
| 6 | 51,473 | 52,681 | 55,878 | 56,885 | 57,891 | 58,898 |
| | 1.27840 | 1.30840 | 1.38780 | 1.41280 | 1.43780 | 1.46280 |
| 7 | 53,341 | 54,549 | 57,944 | 58,950 | 59,957 | 60,963 |
| | 1.32480 | 1.35480 | 1.43910 | 1.46410 | 1.48910 | 1.51410 |
| 8 | 55,210 | 56,418 | 60,009 | 61,016 | 62,022 | 63,029 |
| | 1.37120 | 1.40120 | 1.49040 | 1.51540 | 1.54040 | 1.56540 |
| 9 | 57,078 | 58,286 | 62,075 | 63,081 | 64,088 | 65,094 |
| | 1.41760 | 1.44760 | 1.54170 | 1.56670 | 1.59170 | 1.61670 |
| 10 | 58,946 | 60,154 | 64,140 | 65,147 | 66,153 | 67,160 |
| | 1.46400 | 1.49400 | 1.59300 | 1.61800 | 1.64300 | 1.66800 |
| 11 | 60,814 | 62,022 | 66,206 | 67,212 | 68,219 | 69,225 |
| | 1.51040 | 1.54040 | 1.64430 | 1.66930 | 1.69430 | 1.71930 |
| 12 | 62,683 | 63,890 | 68,259 | 69,278 | 70,284 | 71,291 |
| | 1.55680 | 1.58680 | 1.69530 | 1.72060 | 1.74560 | 1.77060 |
| 13 | 64,551 | 65,759 | 70,337 | 71,343 | 72,350 | 73,356 |
| | 1.60320 | 1.63320 | 1.74690 | 1.77190 | 1.79690 | 1.82190 |
| 14 | 66,435 | 67,643 | 72,402 | 73,409 | 74,415 | 75,422 |
| | 1.65000 | 1.68000 | 1.79820 | 1.82320 | 1.84820 | 1.87320 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 15 | 68,448 | 69,656 | 74,488 | 75,494 | 76,501 | 77,508 |
| | 1.70000 | 1.73000 | 1.85000 | 1.87500 | 1.90000 | 1.92500 |
| 16 SM1 BACH | 69,865 | 71,073 | 76,501 | 77,508 | 78,514 | 79,521 |
| | 1.73519 | 1.76519 | 1.90000 | 1.92500 | 1.95000 | 1.97500 |
| 17 SM1 MAS | 69,865 | 71,073 | 77,918 | 78,925 | 79,931 | 80,937 |
| | 1.73519 | 1.76519 | 1.93518 | 1.96019 | 1.98519 | 2.01018 |
| 18 SM-II | 71,282 | 72,490 | 79,334 | 80,341 | 81,348 | 82,354 |
| | 1.77037 | 1.80037 | 1.97036 | 1.99537 | 2.02037 | 2.04536 |
| 20 SM-III | 72,698 | 73,906 | 80,751 | 81,758 | 82,764 | 83,770 |
| | 1.80555 | 1.83554 | 2.00554 | 2.03055 | 2.05554 | 2.08054 |

**SALARY- LOWELLVILLE K-12 SCHOOL- Effective September 1, 2025- 3%**

**Base= $41,472**

| Step | BA | BA+20 | MA | MA+10 | MA+20 | MA+30 |
|---|---|---|---|---|---|---|
| 0 | 41,472 | 42,716 | 44,789 | 45,826 | 46,863 | 47,900 |
| | 1.00000 | 1.03000 | 1.08000 | 1.10500 | 1.13000 | 1.15500 |
| 1 | 43,396 | 44,640 | 46,917 | 47,954 | 48,990 | 50,027 |
| | 1.04640 | 1.07640 | 1.13130 | 1.15630 | 1.18130 | 1.20630 |
| 2 | 45,320 | 46,564 | 49,044 | 50,081 | 51,118 | 52,155 |
| | 1.09280 | 1.12280 | 1.18260 | 1.20760 | 1.23260 | 1.25760 |
| 3 | 47,244 | 48,489 | 51,172 | 52,209 | 53,245 | 54,282 |
| | 1.13920 | 1.16920 | 1.23390 | 1.25890 | 1.28390 | 1.30890 |
| 4 | 49,169 | 50,413 | 53,299 | 54,336 | 55,373 | 56,410 |
| | 1.18560 | 1.21560 | 1.28520 | 1.31020 | 1.33520 | 1.36020 |
| 5 | 51,093 | 52,337 | 55,427 | 56,464 | 57,500 | 58,537 |
| | 1.23200 | 1.26200 | 1.33650 | 1.36150 | 1.38650 | 1.41150 |
| 6 | 53,017 | 54,261 | 57,554 | 58,591 | 59,628 | 60,665 |
| | 1.27840 | 1.30840 | 1.38780 | 1.41280 | 1.43780 | 1.46280 |
| 7 | 54,942 | 56,186 | 59,682 | 60,719 | 61,755 | 62,792 |
| | 1.32480 | 1.35480 | 1.43910 | 1.46410 | 1.48910 | 1.51410 |
| 8 | 56,866 | 58,110 | 61,809 | 62,846 | 63,883 | 64,920 |
| | 1.37120 | 1.40120 | 1.49040 | 1.51540 | 1.54040 | 1.56540 |
| 9 | 58,790 | 60,034 | 63,937 | 64,974 | 66,010 | 67,047 |
| | 1.41760 | 1.44760 | 1.54170 | 1.56670 | 1.59170 | 1.61670 |
| 10 | 60,714 | 61,959 | 66,064 | 67,101 | 68,138 | 69,175 |
| | 1.46400 | 1.49400 | 1.59300 | 1.61800 | 1.64300 | 1.66800 |
| 11 | 62,639 | 63,883 | 68,192 | 69,229 | 70,265 | 71,302 |
| | 1.51040 | 1.54040 | 1.64430 | 1.66930 | 1.69430 | 1.71930 |
| 12 | 64,563 | 65,807 | 70,307 | 71,356 | 72,393 | 73,430 |
| | 1.55680 | 1.58680 | 1.69530 | 1.72060 | 1.74560 | 1.77060 |
| 13 | 66,487 | 67,731 | 72,447 | 73,484 | 74,520 | 75,557 |
| | 1.60320 | 1.63320 | 1.74690 | 1.77190 | 1.79690 | 1.82190 |
| 14 | 68,428 | 69,672 | 74,574 | 75,611 | 76,648 | 77,685 |
| | 1.65000 | 1.68000 | 1.79820 | 1.82320 | 1.84820 | 1.87320 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 15 | 70,502 | 71,746 | 76,723 | 77,759 | 78,796 | 79,833 |
| | 1.70000 | 1.73000 | 1.85000 | 1.87500 | 1.90000 | 1.92500 |
| 16 SM1 BACH | 71,961 | 73,205 | 78,796 | 79,833 | 80,870 | 81,906 |
| | 1.73519 | 1.76519 | 1.90000 | 1.92500 | 1.95000 | 1.97500 |
| 17 SM1 MAS | 71,961 | 73,205 | 80,255 | 81,292 | 82,329 | 83,365 |
| | 1.73519 | 1.76519 | 1.93518 | 1.96019 | 1.98519 | 2.01018 |
| 18 SM-II | 73,420 | 74,664 | 81,714 | 82,751 | 83,788 | 84,824 |
| | 1.77037 | 1.80037 | 1.97036 | 1.99537 | 2.02037 | 2.04536 |
| 20 SM-III | 74,879 | 76,123 | 83,173 | 84,210 | 85,247 | 86,283 |
| | 1.80555 | 1.83554 | 2.00554 | 2.03055 | 2.05554 | 2.08054 |

## SALARY- LOWELLVILLE K-12 SCHOOL- Effective September 1, 2026- 3%

**Base= $42,716**

| Step | BA | BA+20 | MA | MA+10 | MA+20 | MA+30 |
|---|---|---|---|---|---|---|
| 0 | 42,716 | 43,997 | 46,133 | 47,201 | 48,269 | 49,337 |
| | 1.00000 | 1.03000 | 1.08000 | 1.10500 | 1.13000 | 1.15500 |
| 1 | 44,698 | 45,979 | 48,324 | 49,392 | 50,460 | 51,528 |
| | 1.04640 | 1.07640 | 1.13130 | 1.15630 | 1.18130 | 1.20630 |
| 2 | 46,680 | 47,961 | 50,516 | 51,584 | 52,651 | 53,719 |
| | 1.09280 | 1.12280 | 1.18260 | 1.20760 | 1.23260 | 1.25760 |
| 3 | 48,662 | 49,943 | 52,707 | 53,775 | 54,843 | 55,911 |
| | 1.13920 | 1.16920 | 1.23390 | 1.25890 | 1.28390 | 1.30890 |
| 4 | 50,644 | 51,925 | 54,898 | 55,966 | 57,034 | 58,102 |
| | 1.18560 | 1.21560 | 1.28520 | 1.31020 | 1.33520 | 1.36020 |
| 5 | 52,626 | 53,907 | 57,090 | 58,158 | 59,225 | 60,293 |
| | 1.23200 | 1.26200 | 1.33650 | 1.36150 | 1.38650 | 1.41150 |
| 6 | 54,608 | 55,889 | 59,281 | 60,349 | 61,417 | 62,485 |
| | 1.27840 | 1.30840 | 1.38780 | 1.41280 | 1.43780 | 1.46280 |
| 7 | 56,590 | 57,871 | 61,472 | 62,540 | 63,608 | 64,676 |
| | 1.32480 | 1.35480 | 1.43910 | 1.46410 | 1.48910 | 1.51410 |
| 8 | 58,572 | 59,853 | 63,664 | 64,732 | 65,799 | 66,867 |
| | 1.37120 | 1.40120 | 1.49040 | 1.51540 | 1.54040 | 1.56540 |
| 9 | 60,554 | 61,835 | 65,855 | 66,923 | 67,991 | 69,059 |
| | 1.41760 | 1.44760 | 1.54170 | 1.56670 | 1.59170 | 1.61670 |
| 10 | 62,536 | 63,817 | 68,046 | 69,114 | 70,182 | 71,250 |
| | 1.46400 | 1.49400 | 1.59300 | 1.61800 | 1.64300 | 1.66800 |
| 11 | 64,518 | 65,799 | 70,238 | 71,305 | 72,373 | 73,441 |
| | 1.51040 | 1.54040 | 1.64430 | 1.66930 | 1.69430 | 1.71930 |
| 12 | 66,500 | 67,781 | 72,416 | 73,497 | 74,565 | 75,633 |
| | 1.55680 | 1.58680 | 1.69530 | 1.72060 | 1.74560 | 1.77060 |
| 13 | 68,482 | 69,763 | 74,620 | 75,688 | 76,756 | 77,824 |
| | 1.60320 | 1.63320 | 1.74690 | 1.77190 | 1.79690 | 1.82190 |
| 14 | 70,481 | 71,763 | 76,812 | 77,879 | 78,947 | 80,015 |
| | 1.65000 | 1.68000 | 1.79820 | 1.82320 | 1.84820 | 1.87320 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 15 | 72,617 | 73,898 | 79,024 | 80,092 | 81,160 | 82,228 |
| | 1.70000 | 1.73000 | 1.85000 | 1.87500 | 1.90000 | 1.92500 |
| 16 SM1 BACH | 74,120 | 75,401 | 81,160 | 82,228 | 83,296 | 84,364 |
| | 1.73519 | 1.76519 | 1.90000 | 1.92500 | 1.95000 | 1.97500 |
| 17 SM1 MAS | 74,120 | 75,401 | 82,663 | 83,731 | 84,799 | 85,866 |
| | 1.73519 | 1.76519 | 1.93518 | 1.96019 | 1.98519 | 2.01018 |
| 18 SM-II | 75,623 | 76,904 | 84,165 | 85,234 | 86,302 | 87,369 |
| | 1.77037 | 1.80037 | 1.97036 | 1.99537 | 2.02037 | 2.04536 |
| 20 SM-III | 77,125 | 78,407 | 85,668 | 86,737 | 87,804 | 88,872 |
| | 1.80555 | 1.83554 | 2.00554 | 2.03055 | 2.05554 | 2.08054 |

8.02 General Conditions Affecting Salary Schedules

8.021 All Bachelor's Degree teachers will advance to SuperMax I following completion of Step #15 on the salary schedule. Bachelor's Degree teachers will advance to Supermax II upon completion of eighteen years of teaching experience. Bachelor's Degree teachers will advance to Supermax III on completion of twenty years of teaching experience.

8.022 All Master's Degree teachers will advance to Supermax I following completion of Step #16 on the salary schedule. Master's Degree teachers will advance to Supermax II upon completion of eighteen years of teaching experience. Master's Degree teachers will advance to Supermax III on completion of twenty years of teaching experience.

8.023 Guidance Counselors, either full or part-time may be offered extended time on a supplemental contract. Such supplemental contract may be up to twenty (20) days. The rate of pay for such a supplemental contract would be the employee's daily rate for each day worked.

8.024 Teachers who complete additional coursework beyond the Bachelor's Degree or the Master's Degree, will receive credit on the salary schedule as indicated. These hours must be graduate semester hours. Transcripts indicating completion of graduate hours must be submitted to the Treasurer no later than August 10 for the upcoming school year. Included must be the number of semester hours earned.

8.025 Longevity

Upon completion of twenty-one (21) years (a year shall consist of 120 days or more) of teaching from initial date of hire at the Lowellville School District, Bargaining unit members shall receive an annual payment of seven hundred and fifty dollars ($750.00). Payment will be made in the first regular pay in December of each year.

8.03 Payroll Deductions

Payroll deductions shall be available to members of the Association (Lowellville Education Association) bargaining unit for the following items:

A. Association dues.

B. Annuities - only to those agencies which have four (4) or more teachers enrolled. However, no teacher who is employed for the 2000 - 2001 school year and has had deductions for annuities for a specific agency shall lose this service for deductions for that agency.

C. Associated School Employees Credit Union.

D. United Appeal.

E. Federal withholding tax, state tax, and Lowellville city tax.

F. State Teachers Retirement System.

G. U.S. Federal Government Savings Bonds.

H. The Fund for Children and Education.

I. Any school district income tax which requires a deduction affected by a teacher's district of residence.

Items D and G would be deducted from the first pay of the month; all others from each pay.

Item A shall be deducted in equal amounts for twenty (20) pays.

8.04 Pay Checks

Direct deposit of 26 pays shall be mandatory for all bargaining unit members.

The year preceding a fiscal year that 27 pays occurs, the President of the Association and the Treasurer shall meet no later than July 1st to select a pay period where a one-week skip will occur,

8.05 Mileage Reimbursement

The Board shall pay for authorized automobile expense in an amount equal to the per mile allowance established by the IRS.

| **8.06 Supplemental Salary Schedules** | | $40,264 | $41,472 | $42,716 |
|---|---|---|---|---|
| **Position** | **Percent** | 2024-25 | 2025-26 | 2026-27 |
| Academic Challenge Advisor | 3.0% | 1208 | 1244 | 1281 |
| AM Duty (30 min. before school) | 3.5% | 1409 | 1452 | 1495 |
| Class Advisor - gr. 9 | 1.5% | 604 | 622 | 641 |
| Class Advisor - gr. 10 | 1.5% | 604 | 622 | 641 |
| Class Advisor - gr. 11 | 6.0% | 2416 | 2488 | 2563 |
| Class Advisor - gr. 12 | 4.0% | 1611 | 1659 | 1709 |
| Danceline Advisor | 5.0% | 2013 | 2074 | 2136 |
| Drama Club Advisor | 8.0% | 3221 | 3318 | 3417 |
| English Festival Advisor | 1.0% | 403 | 415 | 427 |
| FTA Advisor | 1.0% | 403 | 415 | 427 |
| Music - Director | 20.0% | 8053 | 8294 | 8543 |
| Music - Assistant | 10.0% | 4026 | 4147 | 4272 |
| LPDC (3 at 3% each) | 3.0% | 1208 | 1244 | 1281 |
| Mentor - Lead | 2.0% | 805 | 829 | 854 |
| Mentor - Years 1 and 2 (each) | 2.0% | 805 | 829 | 854 |
| Art Club Advisor | 1.0% | 403 | 415 | 427 |
| NHS Advisor | 3.0% | 1208 | 1244 | 1281 |
| PM Duty (30 min. after school) | 3.5% | 1409 | 1452 | 1495 |
| SADD Advisor | 1.0% | 403 | 415 | 427 |
| Spanish Club Advisor | 1.0% | 403 | 415 | 427 |
| Student Council Advisor | 3.0% | 1208 | 1244 | 1281 |
| Yearbook Advisor | 10.0% | 4,026 | 4147 | 4272 |
| Washington D.C. Advisor | 1.0% | 403 | 415 | 427 |

| **8.06 Supplemental Salary Schedules** | | $40,264 | $41,472 | $42,716 |
|---|---|---|---|---|
| **Position** | **Percent** | 2024-25 | 2025-26 | 2026-27 |
| Athletic Director | 21.0% | 8455 | 8709 | 8970 |
| Baseball -Varsity | 12.0% | 4832 | 4977 | 5126 |
| Baseball - Assistant | 6.0% | 2416 | 2488 | 2563 |
| Baseball - Assistant | 6.0% | 2416 | 2488 | 2563 |
| Baseball Assistant (Minimum 20)** | 5.0% | 2013 | 2074 | 2136 |
| Basketball -Boys Varsity | 21.0% | 8455 | 8709 | 8970 |
| Basketball - Boys JV (or 2 at 5.5%) | 11.0% | 4429 | 4562 | 4699 |
| Basketball - Boys Varsity Assistant | 10.0% | 4026 | 4147 | 4272 |
| Basketball - Boys Freshman (Minimum 6)** | 8.0% | 3221 | 3318 | 3417 |
| Basketball - Boys 8th (If the 7th & 8th grade teams are combined only one stipend will be paid and the coaches will split it.) | 8.0% | 3221 | 3318 | 3417 |
| Basketball - Boys 7th (If the 7th & 8th grade teams are combined only one stipend will be paid and the coaches will split it.) | 8.0% | 3221 | 3318 | 3417 |
| Basketball - Girls Varsity | 21.0% | 8455 | 8709 | 8970 |
| Basketball - Girls JV (or 2 at 5.5%) | 11.0% | 4429 | 4562 | 4699 |
| Basketball - Girls Asst. Varsity | 10.0% | 4026 | 4147 | 4272 |
| Basketball - Girls 8th (If the 7th & 8th grade teams are combined only one stipend will be paid and the coaches will split it.) | 8.0% | 3221 | 3318 | 3417 |
| Basketball - Girls 7th (If the 7th & 8th grade teams are combined only one stipend will be paid and the coaches will split it.) | 8.0% | 3221 | 3318 | 3417 |
| Bowling - Head | 6.0% | 2416 | 2488 | 2563 |

| **8.06 Supplemental Salary Schedules** | | $40,264 | $41,472 | $42,716 |
|---|---|---|---|---|
| **Position** | **Percent** | 2024-25 | 2025-26 | 2026-27 |
| Bowling – JV | 4.0% | 1611 | 1659 | 1709 |
| Cheerleading Varsity/JV (or 2 at 5%) | 10.0% | 4026 | 4147 | 4272 |
| Cheerleading 7 & 8 | 5.0% | 2013 | 2074 | 2136 |
| Cross Country HS | 8.0% | 3221 | 3318 | 3417 |
| Cross Country 7 & 8 | 4.0% | 1611 | 1659 | 1709 |
| Football Varsity | 21.0% | 8455 | 8709 | 8970 |
| Football - Assistant | 10.0% | 4026 | 4147 | 4272 |
| Football - Assistant | 10.0% | 4026 | 4147 | 4272 |
| Football - Assistant | 10.0% | 4026 | 4147 | 4272 |
| Football - Assistant | 10.0% | 4026 | 4147 | 4272 |
| Football - Assistant | 10.0% | 4026 | 4147 | 4272 |
| Football - 7 and 8 Head | 9.0% | 3624 | 3732 | 3844 |
| Football - 7 and 8 Asst. | 8.0% | 3221 | 3318 | 3417 |
| Golf- Boys | 4.0% | 1611 | 1659 | 1709 |
| Golf- Girls | 4.0% | 1611 | 1659 | 1709 |
| Head High School Indoor Track (Grades 9-12) | 4.0% | 1611 | 1659 | 1709 |
| Softball - Varsity | 12.0% | 4832 | 4977 | 5126 |
| Softball - Assistant | 6.0% | 2416 | 2488 | 2563 |
| Softball - Assistant | 6.0% | 2416 | 2488 | 2563 |
| Softball - Asst. (Min. 20) | 5.0% | 2013 | 2074 | 2136 |
| Assistant AD (or 2 at 6%) | 12.0% | 4832 | 4977 | 5126 |
| Ticket Manager | 5.0% | 2013 | 2074 | 2136 |

| **8.06 Supplemental Salary Schedules** | | $40,264 | $41,472 | $42,716 |
|---|---|---|---|---|
| **Position** | **Percent** | 2024-25 | 2025-26 | 2026-27 |
| Track Head Boys HS | 12.0% | 4832 | 4977 | 5126 |
| Track Head Girls HS | 12.0% | 4832 | 4977 | 5126 |
| Track Asst. Boys HS | 8.0% | 3221 | 3318 | 3417 |
| Track Asst. Girls HS | 8.0% | 3221 | 3318 | 3417 |
| Track- 7 and 8 Boys | 8.0% | 3221 | 3318 | 3417 |
| Track- 7 and 8 Girls | 8.0% | 3221 | 3318 | 3417 |
| Volleyball- Head Varsity | 12.0% | 4832 | 4977 | 5126 |
| Volleyball JV / Asst. Varsity | 8.0% | 3221 | 3318 | 3417 |
| Volleyball – 8th<br>(If the 7th & 8th grade teams are combined only one stipend will be paid and the coaches will split it.) | 8.0% | 3221 | 3318 | 3417 |
| Volleyball – 7th<br>(If the 7th & 8th grade teams are combined only one stipend will be paid and the coaches will split it.) | 8.0% | 3221 | 3318 | 3417 |
| Wellness Program | 1.0% | 403 | 415 | 427 |
| Strength Conditioning for All Sports – Year-Round | 6.0% | 2416 | 2488 | 2563 |
| **Total** | | $224,270 | $231,003 | $237,926 |

*Each sports program will be permitted up to one volunteer.

**After the first game, otherwise the supplemental should be prorated at 25% of the total.

8.061 The Board shall provide release time to teachers who work with the Fair Board displays, Science Fair, Industrial Arts Show, or Art Show upon approval of the Building Principal or Superintendent.

8.062 Upon agreement of the Board, the Head Coach may forfeit a portion of his/her supplemental salary to be used to hire an additional Assistant Coach or Coaches.

8.063 Bargaining Unit Members who teach College Credit Plus (CCP) courses shall receive additional compensation of 4% of the Base Salary Step 0 for each course taught.

8.07 Supplemental Contracts (Payment)

All supplemental positions which the Board intends to fill will be posted internally for seven (7) business days prior to being posted externally.

Any bargaining unit member who applies for a supplemental contract shall be granted an interview and considered for the position before it is offered to an applicant outside the bargaining unit.

All supplemental contracts for services performed throughout the school year shall be paid during the regular pay periods, in December, March, and June, whichever of these three follow completion of the supplemental contract.

8.08 Supplemental Contracts (Duration)

Notwithstanding 3319.11 of the Ohio Revised Code, supplemental contracts shall expire on the last day students are in attendance for that school year without notice to the employee unless the Board, upon the recommendation of the Superintendent, takes action to offer said member a renewal of such supplemental contract.

8.09 Severance Pay

A certificated/licensed employee with ten (10) years of service in the Lowellville Local School District, upon retirement from active service under the provisions of the Ohio State Teachers Retirement System, shall receive severance pay equal to twenty-five percent (25%) of his/her

accumulated unused sick leave days. However, two hundred and thirty-six (236) days is the maximum number of sick leave days which may be used for the calculation of severance pay. Such payment shall be based on the per diem rate of pay at the time of retirement. Payment is to be made upon evidence of approval of retirement benefits by the Ohio State Teachers Retirement System; provided that the retirement be affected within ninety (90) days of the last day of active service. Such payment will eliminate all sick leave credit accrued by the employee. Such payment shall be made only once to any employee.

8.10 STRS Pickup Utilizing the Salary Reduction Method

The Board of Education of the Lowellville Local School District herewith agrees with the Lowellville Education Association to pick-up utilizing the salary reduction method contributions to the State Teachers Retirement System paid upon behalf of the employees in the bargaining unit under the following terms and conditions:

A. The amount to be "picked up" on behalf of each employee shall be the current required percentage as stipulated by the STRS of the employee's gross annual compensation which shall be reduced by an amount equal to the amount "picked up" by the Board for the purpose of State and Federal tax only.

B. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment.

C. The pick-up shall become effective October 1, 1984 and shall apply to all compensation including supplemental earnings thereafter.

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.

E. Payment for sick leave, personal leave, severance and supplementals, including unemployment and worker's compensation, shall be based on the employee's daily gross pay prior to reduction as basis (e.g., gross pay

divided by the number of days in a teacher's contract).

F. The amount on the employee's salary notice or contract shall be the amount used for calculating retirement pay.

## ARTICLE IX

## REDUCTION IN FORCE

If the Board determines that it is necessary to reduce the number of bargaining unit positions due to return to duty of regular teachers after leaves of absence, suspension of schools, territorial changes affecting the District, decreased enrollment of pupils in the District or in an area in which a reduction is deemed necessary, abolishment of positions, or for financial reasons, then the following procedures shall apply:

A. The Board shall notify the Union President that a reduction is necessary.

B. The Board shall attempt to keep such reduction to a minimum by means of attrition, i.e., not replacing unit members who resign or retire, or not replacing unit members who are non-renewed.

C. All members of the bargaining unit will be placed on a seniority list for each teaching field for which they are properly certificated/licensed. Unit members serving under continuing contracts will be placed at the top of the list, in descending order of seniority. Unit members serving under limited contracts will be placed on the list under continuing contract unit members, also in descending order of seniority. Those unit members serving under a Resident Educator license will be placed on the list under limited contract unit members in descending order of seniority. Unit members hired under the provisions in Article XI shall be the first to be subject to reduction in force based upon the *average* of their evaluation score.

All teachers will be ranked as follows:

The three most recent evaluation cycles will be used and a numeric value applied for purposes of creating comparable evaluations:

a. Accomplished = 4 points
b. Skilled = 3 points
c. Developing = 2 points

d. Ineffective = 1 point

The three evaluation cycles will be scored, added together and placed into the following comparable groups:

Group I= 11-12 points
Group II = 6-1O points
Group III = 3-5 points

Teachers with lower seniority will be moved ahead of teachers with greater seniority in each of the continuing contract and limited contract categories and Resident Educator only if their evaluation score is in a group that is superior. This process will be applied to the seniority list after the third and each subsequent evaluation cycle.

Teachers who do not meet the criteria for comparable evaluations (i.e., three evaluations cycles) will be ranked below the Continuing and Limited Contract categories in descending order based upon the average of their evaluation score.

D. Recommended reductions in a teaching field will be made by selecting the lowest person on the seniority list (adjusted for comparable evaluation rankings) for that area of certification/licensure who is currently assigned to a position in that teaching field. A unit member so affected may elect to displace a unit member who holds a lower position on a seniority list (adjusted for comparable evaluation rankings) for another area of certification/licensure.

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

1. No new unit member will be employed by the Board while there are unit members on a recall list who are certificated/licensed for the vacancy.

2. Unit members on the recall list will be recalled in order of seniority of those teachers with comparable evaluations for vacancies in areas for which they are certificated/ licensed.

3. If a vacancy occurs, the Board will send an announcement to the last known address of all unit

members on the recall list who are certificated/licensed for the position. It is the unit member's responsibility to keep the Board informed of his/her current address. All unit members are required to respond in writing, via certified mail, to the District office within seven (7) calendar days. The most senior of those responding will be given the vacant position. Any unit member who fails to respond within fourteen (14) calendar days or declines to accept the position, shall be removed from the recall list. A unit member may reject a position that is not equal to the position from which he/she was RIF'd and not forfeit his/her recall rights

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

F. This Article shall not require the Board to fill any vacancy, nor shall it interfere with any other lawful personnel procedures in the District.

## ARTICLE X

## DETERMINING BARGAINING UNIT SENIORITY

Seniority:

1. Seniority shall be defined as the employee's length of continuous service with the District in a bargaining unit position commencing from the employee's first day of work.

   Seniority accrual for part-time employees shall be prorated on the basis of the full-time accrual.

2. Exclusions

   a. Service rendered beyond the normal school year shall not be considered toward accumulated seniority.

   b. Years of service in supervisory or administrative positions shall not be considered toward accumulated seniority.

3. Breaking of Seniority

a. A layoff that does not exceed twenty-four (24) months and time spent on disability retirement, or any Board-approved leave of absence, shall neither be construed to constitute a break in seniority nor to constitute years of service credit for salary purposes.

b. An employee shall break his seniority:

(1) Upon resignation.

(2) Upon discharge.

(3) Upon failure to report from layoff within the designated time period after proper notification has been provided.

(4) Upon overstaying a leave of absence unless excused by the Superintendent.

(5) Upon permanent retirement.

4. Ties in Seniority Date

In the event that two (2) or more employees in the same area of certification/licensure share the same seniority date, they shall be placed on the seniority list in accordance with the date of the Board meeting at which the Board acted upon their initial employment. If a tie still exists, the employees shall be placed on the seniority list in accordance with the date of their most recent application for employment in a bargaining unit position with the Board. If a tie still exists, the employees who share the same seniority date shall participate in a coin toss in the presence of the Superintendent and an LEA representative.

Correction of Inaccuracies in Seniority Lists

Each employee must notify the Board in writing of any inaccuracies which affect his/her seniority status. Otherwise, changes shall not be made. The Board shall investigate all reported inaccuracies and make such adjustment as may be in order. All changes/adjustments shall be reflected in the next posting.

## ARTICLE XI

## EMPLOYMENT OF RETIRED TEACHERS

A. It is understood that if the Board desires to hire retired teachers, that such employees be employed under terms and conditions which differ in some respects from those established by the Negotiated Agreement for teachers who have not attained retirement status with the State Teachers Retirement System. A retired teacher is a teacher who has attained service retirement status with the State Teachers Retirement System and is otherwise qualified by certification/licensure and background for public school teaching in Ohio.

B. Where a teaching vacancy exists which the Board may fill by hiring a properly certified/licensed teacher who is not already employed by the Board, the Board may consider and employ retirees for any such vacancy upon the recommendation of the Superintendent.

C. A retiree shall be paid at the second year salary step level of the appropriate training column, regardless of years of service in any Ohio public or private school, and so long as employed by the Board shall not advance on the salary schedule based on additional years of service. This section shall expressly supersede Chapter 3317 of the Ohio Revised Code. A retiree may be hired on a part-time basis, in which case salary shall be pro-rated based upon a full workday of 7.25 hours.

D. A retiree shall receive a one-year limited teaching contract which shall expire automatically at the end of the stated term. No notice of non-renewal is required. Continuation of the employment of a retiree through offering new one-year limited contracts which automatically expire shall be at the election of the Board and upon recommendation of the Superintendent. A retiree is not eligible for a continuing teaching contract regardless of years of employment as a retiree with the Board. The parties specifically waive all rights for such employees pursuant to O.R.C. Sections 3319.11 and 3319.111.

E. A retiree shall accumulate and may use sick leave in accordance with Article V of the Negotiated Agreement, but

shall not be entitled to severance pay under Article VIII of the Negotiated Agreement or under law upon conclusion of employment as a retiree.

F. A retiree shall not be eligible for Board provided health insurance unless the retiree is ineligible to receive health insurance through STRS. If ineligible for health insurance benefits through STRS, a retiree will be eligible to participate in the Board's health insurance coverage (single coverage only and/or dependent) on par with any other teacher as provided in this Agreement.

G. A retiree shall not accumulate seniority in the bargaining unit, and has no right of recall in the event of a reduction in force under Article IX of the Negotiated Agreement, or under O.R.C. Section 3319.17.

H. The Board and the Association expressly intend that this Article supersede any differing or inconsistent terms of the Negotiated Agreement or provisions of the Ohio Revised Code which pertain to teacher employment, including but not limited to terms, provisions and statutes pertaining to teacher salary and salary schedule advancement, contract status, duration of contract, procedural requirements for contract non-renewal, evaluation requirements related to teacher contract non-renewal, reduction in force, seniority and severance pay, and regardless of whether such terms or provisions are specifically cited herein.

I. Any provisions of the Negotiated Agreement governing mentorship shall not apply to a retiree. This Article shall not apply to a retiree who is already employed by the Board under a teaching contract at the date on which this Agreement is effective.

J. The parties expressly agree and fully intend this provision to supersede and take precedent over the provisions of Revised Code Section 3317.13 and any and all other inconsistent of contrary state or federal statutes, laws and/or regulations.

## ARTICLE XII

## RESIDENT EDUCATOR PROGRAM

The Resident Educator Program for beginning teachers licensed after January 1, 2011, is for the purpose of providing educators with coaching, mentoring, and guidance that are critical to improving their skills and knowledge and student achievement. The Resident Educator Program will be a Program administered and funded by the Board.

This program shall be separate from and shall not replace the negotiated employee evaluation system.

A. Definitions

1. Resident Educator Program

   The two-year program is designed to provide newly licensed Ohio educators quality mentoring and guidance. Successful completion of the residency program is required to advance to a five-year Professional Educator License.

2. Mentor

   A Mentor is a teacher trained and assigned to provide professional support to a Resident Educator following the guidelines and protocols of the Resident Educator Program.

3. Resident Educator

   A Resident Educator is a teacher employed under a Resident Educator License.

4. Formative Assessment

   Formative assessment is diagnostic and designed to yield information that will help teachers identify specific areas for skill enhancement. Formative assessment consists of collaboration among professionals to provide adequate feedback and assistance to support the growth of individual professional achievement.

B. Mentors

1. Qualifications

a. The Mentor Teacher must have a minimum of five (5) consecutive years of teaching experience and at least three (3) years in the District or subject area assigned (i.e., elementary, middle school, special education, etc.) and shall be a classroom teacher.

b. A teacher who agrees to be a Mentor Teacher must be trained to act as a mentor through the Ohio Department of Education Instructional Mentoring program.

c. The Mentor Teacher must hold a valid teaching certificate/license and may be assigned to Resident Educators with the same area of certification/license.

d. The Mentor must have demonstrated the ability to work cooperatively and effectively with the professional staff members and have extensive knowledge of and proven experience in implementing a variety of classroom management and instructional techniques.

2. Selection of Mentor Teachers

Mentor Teacher assignments shall be made by the Superintendent or his/her designee upon mutual consent of the Mentor. Should no Mentor be available in the area of certification/licensure or should the Mentor refuse the assignment, the Lead Mentor shall assume the assignment.

3. Ideally, Mentors shall have one Resident Educator assigned at a time; but in no case shall a Mentor have more than two (2) Resident Educators at a time.

C. General

1. Other than a notation to the effect that a teacher served as a Mentor Teacher, the teacher's activities as a

Mentor Teacher shall not be part of that staff member's evaluation.

2. No Resident Educator shall be required to remain in a Resident Educator Program after advancing to a Professional Educator License.

3. Mentor Teachers shall not participate in the District's evaluation of any Resident Educator.

4. Mentor Teacher shall not be requested or directed to make any recommendation regarding the continued employment of the Resident Educator.

5. No Mentor Teacher shall be requested or directed to divulge information from the written documentation, or confidential Mentor/Resident Educator discussions. Any violation of this tenet by the Mentor Teacher shall constitute grounds for immediate removal from his/her role as Mentor Teacher.

6. At any time, either the Mentor Teacher or the Resident Educator may request to have a new Mentor assigned. The Mentor and the Resident Educator must operate in a trusting and comfortable relationship; therefore, no specifics shall be given as to the request or granting of this option and no prejudice or evaluation is to be given any such change.

7. All Mentor Teachers and Resident Educators shall keep confidential all discussions, actions, materials and other information to the extent permitted by law.

8. Mentor Teachers shall communicate directly with the Resident Educators and shall not discuss/report the performance and progress of the Resident Educator with any administrator, assessor, or other teacher.

## ARTICLE XIII

## EFFECTS

13.01 Equal Opportunity

The Board is an equal employment opportunity employer and will continue to abide by all state and federal equal employment laws. In so doing, the Board will depend heavily on the full and effective utilization of qualified persons regardless of race, color, age, sex, religion, creed, disability, national origin, political affiliation, marital status, or other prejudicial restrictions. Furthermore, it is the Board's moral and legal obligation to insure that all applicants are considered for employment without regard to the aforementioned prejudicial restrictions. Likewise, there shall be no discrimination against any incumbent teacher based upon any of these prejudicial limitations.

13.02 Maintenance of Standards

The Board shall maintain all terms, conditions, and benefits of employment provided for in this contract, at not less than the level in effect as of its effective date.

13.03 Conflict with Law

If any provision of this document, or any application of the provisions of this document, or any agreement reached under its terms, conflicts with any federal or state law, now or hereafter enacted or issued in a manner not permitted by 4117 O.R.C., such provision (only to the extent such provision, application, or agreement is in conflict with any federal or state law), application, or agreement shall be inoperative but the remaining provisions hereof shall remain in effect.

13.04 Waiver of Negotiations During the Term of Agreement

The Board shall retain all rights, powers, duties subjects of bargaining not already contained in this Contract, and were not addressed during the bargaining process.

13.05 Entire Agreement Clause

This Contract supersedes and cancels all previous agreements, verbal or written or based on alleged past practices between the Board and Association and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall

not be binding upon either party unless executed in writing by the parties hereto.

If any portion of this Contract is ruled invalid for any reason, the remainder of the Contract shall remain in full force and effect.

13.051 In the event the Board is required to implement a provision to be in compliance with the Elementary and Secondary Education Act which affect wages, hours, other terms and conditions of employment of any bargaining unit members, including modifications of an established past practice or to an existing provision in the current agreement, the Board shall give written notice of such requirements to the Lowellville Education Association. Within fourteen (14) calendar days of receiving such notice, the LEA may submit a written demand to bargain the effects of the proposed required implementation on wages, hours or other terms and conditions of employment of any bargaining unit members. If a demand for bargaining is made, the parties shall engage in good-faith bargaining for a period of not more than thirty (30) days.

13.06 Agreement in Writing

The Board shall make available an electronic copy of the completed agreement.

It is mutually agreed that this Collective Bargaining Agreement will continue in full force and effect until August 31, 2027 and that all teachers will continue performing their duties in a normal manner during the duration of the Agreement. During any and all negotiations, the teachers agree to continue performing their duties in a normal and efficient professional manner.

13.07 Duration of Contract

This Contract shall become effective at 12:01 a.m. on September 1, 2024, and shall continue in full force and effect until midnight, August 31, 2027.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above-mentioned.

LOWELLVILLE LOCAL BOARD OF EDUCATION

Christine Sawicki
Superintendent

Andrea Apisa
Treasurer

Tracie Parry
Principal

Jeff Hammond
Assistant Principal

Jennifer Johnson
Board President

LOWELLVILLE EDUCATION ASSOCIATION

Jeannine Reamer
LEA President

Robert Antonucci
LEA Vice President (Negotiating Team)

Ivan Solak
Negotiating Team Member

Alayne Commings
Negotiating Team Member

Dr. Gary Carlile
Labor Relations Consultant, OEA

APPENDIX A FORMAL GRIEVANCE FORM

Aggrieved Party: _____

Date of Informal Grievance Meeting: _____

Date of Formal Grievance Filing: _____

.....

Statement of Grievance:

_____

Signature of Grievant or Association Representative