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Master Contract Agreement

Between the

LOVELAND EDUCATION ASSOCIATION

an affiliate of the

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

and

THE BOARD OF EDUCATION

of the

LOVELAND CITY SCHOOL DISTRICT

Effective

JULY 1, 2026 through JUNE 30, 2029

TABLE OF CONTENTS

		Page
SECTION I		
Article 1 -	Recognition Agreement	2
Article 2 -	Association Rights	4
Article 3 -	Grievance Procedure	9
Article 4 -	Reduction in Force	17
Article 5 -	Disciplinary Action	19
Article 6 -	Working Conditions	20
Article 7 -	Evaluation	21
Article 8 -	No Discrimination/No Reprisal	28
Article 9 -	Board Policies	29
SECTION II		
Article 10 -	Pay Periods	31
Article 11 -	Change of Pay Brackets During the Year	31
Article 11A -	Tuition Reimbursement	31
Article 12 -	Salary Regulations	32
Article 13 -	Compensation	32
Article 14	Retired Teachers Employed by the District	33
Article 15 -	Supplemental Contracts and Salaries	34
Article 16 -	Supplemental Salary Schedule	36
Article 17 -	Travel Reimbursement	37
Article 18 -	Severance and Super Severance Pay	37
Article 19 -	STRS Pick-Up	38
Article 20 -	Insurance and Fringe Benefits	39
SECTION III		
Article 21 -	Job Descriptions	43
Article 22 -	Contract Year	43
Article 23 -	Contract Day	44
Article 24 -	Meetings Outside Contract Day	45
Article 25 -	Contracts	46
Article 26 -	Contract Renewal	46
Article 27 -	Class Size	47
Article 28 -	Emergency Period Substitutes	48
Article 29 -	Parent Conferences and Observations	49

TABLE OF CONTENTS (Continued)

		Page
SECTION IV		
Article 30 -	Bargaining Unit List	51
Article 31 -	In-service Workshops	51
Article 32 -	Academic Freedom	51
Article 33 -	Substitute Calling Procedure	52
Article 34 -	Dress Code	52
Article 35 -	Complaint Procedure	52
Article 36 -	Personnel Files	53
Article 37 -	Assignments, Vacancies, Promotions, Involuntary Transfers and Reassignments	56
Article 38 -	Admission of Non-Resident Students	58
Article 39 -	Subcontracting of Educational programs	61
Article 40 -	Complimentary Passes	61
SECTION V		
Article 41 -	Leave Form	63
Article 41A-	Employment While on Leave	63
Article 42 -	Personal Leave	63
Article 43 -	Professional Leave	63
Article 44 -	Assault Leave	65
Article 45 -	Sabbatical Leave	66
Article 46 -	Jury Duty or Subpoena	68
Article 47 -	Sick Leave	68
Article 48 -	Sick Leave Donation	70
Article 49 -	Unpaid Leaves of Absence	70
Article 50 -	Students Under IEP and Section 504 Plans	69
SECTION VI		
Article 51 -	Duration	74
Article 52 -	Complete Agreement	74
Article 53 -	Contrary to Law	74
Article 54 -	Labor/Management Committee	74
Article 55 -	Cameras in the Classroom	75

TABLE OF CONTENTS (Continued)

		Page
SIGNATURE PAGE		76
APPENDIX I -	Salary Schedules	77
APPENDIX Ia	Supplemental Salary Schedules - Athletics	80
APPENDIX Ib-	Supplemental Salary Schedules – Academic/Activity	83
APPENDIX Ic	Supplemental Salary Schedules – Fine Arts	85
APPENDIX II -	Ohio Revised Code 1347, 3309.41, 3313.20, 3313.47, 3317.13, 3317.14, 3319.11, 3319.111, 3319.13, 3319.141, 3323.01, 4117 and 4117.08	86
APPENDIX III	Memorandum of Understanding - Mentoring	87
APPENDIX IV -	Board Policies 3120.06, 9130.01, AG9130.01	88
APPENDIX V -	Glossary of Abbreviations	91
APPENDIX VI -	Memorandum of Understanding – Grandfathered Article 39	92
APPENDIX VII -	Submission of Transcript Form	93

SECTION I

Article 1	Recognition Agreement
Article 2	Association Rights
Article 3	Grievance Procedure
Article 4	Reduction in Force
Article 5	Disciplinary Action
Article 6	Working Conditions
Article 7	Evaluation
Article 8	No Discrimination/No Reprisal
Article 9	Board Policies

ARTICLE 1
RECOGNITION AGREEMENT

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

A. Recognition:

1. In that the Loveland Education Association, an affiliate of the NEA/OEA/SWOEA, has been certified by SERB, the Loveland Board of Education, hereinafter referred to as the "Board" hereby recognizes the Loveland Education Association, hereinafter referred to as the "Association" as the sole collective bargaining agent of those bargaining unit members specified in paragraph 3, they being referred to as "bargaining unit members" or "employees."

2. The Association recognizes that the Board is the duly elected body charged with the authority and responsibility to establish the educational and other policies of the Loveland City School District, and it is further charged by law with the sole authority and responsibility to establish the rules and regulations by which the school district shall be governed; accordingly, subject only to the limitations specifically set forth in this Contract. The Association recognizes that the Board retains all of the authority delegated to it pursuant to the Law, including but not limited to Sections 3313.20, 3313.47 and 4117.08 of the Ohio Revised Code.

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

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

between the Board and the employee. When a substitute employee has been assigned to one specific position for a period of sixty days, that employee then becomes a Long-Term Substitute, on the sixty-first day.

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

   a. Grievance - article 3
   b. Reduction in Force - article 4
   c. Pay Periods - article 10
   d. Travel Reimbursement – article 17
   e. Insurance and Fringe Benefits – article 20
   f. Emergency Period Substitute – article 28
   g. Parent Conferences - article 29
   h. Substitute Calling Procedure – article 33
   i. Prep and Conference Time – article 35
   j. All Leaves - articles 40 - 48

B. Procedures for conducting Negotiations

1. Negotiating Teams - The Board, or designated representatives(s) of the Board, will meet with representatives designated by the Association for the purpose of discussing and reaching mutually satisfactory agreements. Representatives shall be limited to five (5) representatives each of the Board and the Association, unless mutually agreed otherwise. Each team may also include up to two (2) observers.

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

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

C. Exchange of Information

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

D. Consultants

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

E. Reaching Agreement

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

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

F. Disagreement

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

G. Severability

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

ARTICLE 2
ASSOCIATION RIGHTS

A. The Association shall be allowed the use of school buildings for Association meetings of bargaining unit members provided there is no interference with any scheduled activities. The use of such buildings shall be arranged with the principal at least twenty-four (24) hours in

advance. The decision of the building principal concerning the use of the building shall be controlling. The use of the buildings shall not be unreasonably denied.

B. Communications

1. Association materials may be distributed in a reasonable manner through the intradistrict systems.

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

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

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

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

1. Training and experience grid

2. Treasurer's monthly financial reports

3. ODEW Forecast which shall include the following information:

a. Actual FTEs in each classification defined in the Cupp report for the previous two (2) and the current school years;

b. Projected FTEs in each classification defined in the Cupp report for the next two (2) school years;

c. The number of new hires for the previous two (2) and the current school years;

d. The average years of experience for salary placement of new hires for the previous two (2) and the current school years.

4. Auditor's Amended Certificates of Estimated Resources

5. Appropriation Resolution

6. Annual budget

7. Annual Summary Report and rate increase data for all insurance coverage.

8. Report on the allocation of stipend pool funds by building.

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

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

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

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

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

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

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

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

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

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

The Board will grant the Association ten (10) days for the use by bargaining unit members to conduct Association business. The Board will grant an additional four (4) days of Association leave to permit the Association president or designee to attend GCIC Board of Director Meetings. This release time will be in addition to each bargaining unit member's normal

personal leave days. Use of any Association release time must be approved by the President of the Association and the Superintendent which will not be unreasonably denied.

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

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

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

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

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

M. Association Payroll Dues Deduction

1. Payroll deductions of the total affiliated Association dues shall be provided at no cost to the member. Members may at any time sign and deliver to the Association an authorization form requesting payroll deduction of total affiliated Association membership dues and assessments, which shall be forwarded to the Board. Such authorization shall continue in effect until such time that said member gives written notice to the Association to discontinue such deductions or employment with the Board terminates. The Association dues will be deducted in equal amounts beginning with the second pay in October or within fourteen (14) days of receipt of the signed authorization form, whichever occurs last, and ending with second pay in July.

2. All money so deducted shall be direct deposited into the Association account. A list of employees for whom deductions were made and the amount for each said employee will be sent to the Association Treasurer. If a member gives written notice to the Association to discontinue such deductions, the Association shall provide to the Board Treasurer the names of said members, and at that time dues shall be discontinued. The Board shall not discontinue dues without authorization from the Association. The Association shall be responsible for reimbursing any member any owed dues that are taken out after the notification to the Association if the Association fails to notify the Board.

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

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

P. The Board will provide electronic copies of this contract to all LEA members, at LEA expense, within thirty (30) days after the contract is signed by the parties. The contract will also be made available to bargaining unit members through the district computer network. Official hard copy contracts of record will be maintained by the LEA President and the Superintendent/designee.

Q. An employee directory for the current school year shall be made available to all bargaining unit members on or before the first pay day in October. At the request of any bargaining unit member, his/her telephone number and/or address shall not be listed in the directory or disseminated in any way.

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

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

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

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

ARTICLE 3
GRIEVANCE PROCEDURE

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

DEFINITIONS:

Grievance

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

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

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

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

PROVISIONS:

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

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

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

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

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

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

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

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

PROCEDURE:

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

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

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

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

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

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

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

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

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

The Board’s decision is final and binding and shall end the grievance procedures under Procedure B.

Grievance Form A
Page _____ of _____

FORMAL GRIEVANCE PRESENTATION

STEP ONE

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

Grievant _____ Date Grievance Is Filed _____

Home Address of
Grievant _____

School _____ Principal or Other Administrator _____

Name of Representative That
Assisted in Writing This Grievance _____

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

_____

Statement of Grievance:

_____

_____

_____

_____

Remedy Sought:

_____

_____

_____

_____ _____
Signature of Grievant Date

Copy Filed with the Association _____ _____
yes no

Grievance Form B
Page ____ of _____

DECISION OF PRINCIPAL

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

Grievant _____

Date of Formal Grievance Presentation _____

Principal or Other Administrator _____

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

_____

_____

_____

_____

_____

_____

_____

Date of Decision _____ Signature of Principal _____

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

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

_____ I hereby appeal the above decision to Procedure _____.

Date of Response _____ Signature of Grievant _____

Copy Filed with the Association _____ _____
yes no

Grievance Form C
Page _____ of _____

DECISION BY SUPERINTENDENT

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

Grievant _____ Date of Formal Grievance Presentation _____

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

Decision of Superintendent and Reasons:

_____

_____

_____

_____

_____

_____

Date of Decision _____ Signature of Superintendent _____

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

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

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

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

Date of Response _____ Signature of Grievant _____

Copy Filed with the Association _____ yes _____ no

DECISION OF ARBITRATOR

Procedure Four-A

Date of Arbitration

Grievant _____ Hearing _____

Arbitrator's Response:

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

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

Date Mailed _____

Grievance Form E
Page _____ of _____

DECISION OF BOARD OF EDUCATION
Procedure Four-B

Grievant _____ Date of Formal Grievance Presentation _____

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

Date of Referral to Board _____ Signature of Grievant _____

Board Response:

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

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

Decision of Board of Education and Reasons:

_____

_____

_____

_____

_____

_____

Date of Decision _____ Signature of Board Chairman _____

Copy Filed with the Association _____ yes _____ no

ARTICLE 4
REDUCTION IN FORCE

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

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

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

C. Reductions needed beyond those available by attrition, as mentioned in B, will be made by suspending contracts. The Superintendent shall give notice of intent to suspend contracts to the Association fifteen (15) days prior to the Board action and to all bargaining unit members so affected fifteen (15) days prior to Board action. The Association and Superintendent shall confer on the reasons for such reduction within ten (10) days of receipt of notice of the Superintendent's intent to recommend such reduction to the Board. Except for extraordinary or catastrophic circumstances, any reductions shall take effect as of a date between the last contract day of any school year and the first contract day of the following school year.

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

E. Seniority shall be defined as continuous employment of a bargaining unit member beginning with the first date the bargaining unit member reported for duty. Continuous employment shall include all time on sick leave, Board approved leaves of absence, military leave, disability retirement to a maximum of five years, and all time during suspension pursuant to a reduction in force if the bargaining unit member has been recalled. Seniority shall be lost when a teacher resigns or retires and is accepted in the retirement system. In the event two or more members have the same seniority, the person with the earlier date of application submitted for the initial bargaining unit position granted will be more senior. If a tie remains, seniority will be determined by lot.

F. Procedure

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

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

2. Second, limited contract teachers shall be reduced first utilizing the following order:

    a. Licensure/Certification

    b. Competency as determined by a rolling three years' average rating of teacher performance of the formal evaluation

    c. When evaluations are comparable, seniority in the District shall prevail

3. Third, continuing contract teachers shall be reduced by utilizing the following order:

    a. Licensure/Certification

    b. Competency as determined by a rolling three years' average rating of teacher performance of the formal evaluation

    c. When evaluations are comparable, seniority in the District shall prevail

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

5. For the term of this Agreement, all evaluations resulting in a final holistic rating of Accomplished, Skilled, or Developing shall be deemed comparable. An evaluation resulting in a final holistic rating of Ineffective shall be considered less than comparable and may result in a teacher with more seniority being reduced before a teacher with less seniority.

G. Displacement rights may be exercised by those bargaining unit members affected by the reduction who are certified to teach in a different teaching field. The affected bargaining unit member may displace the least senior bargaining unit member who is currently assigned in the affected bargaining unit member's second area of certification provided that the evaluations of the displacing teacher and the displaced teacher are comparable as determined by Article 4(F)(5). The displaced bargaining unit member may also exercise displacement rights, if possible, or shall be part of the reduction in force. The displacing bargaining unit member must have completed two (2) successful years, in the second area of certification within the past five (5) years, or undertake a Superintendent approved in-service or training program in said teaching area. Cost for such program shall be borne by the Board.

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

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

2. Bargaining unit members on the recall list will be recalled in order of seniority for regular vacancies if their evaluations are comparable as determined by Article 4(F)(5), provided they are qualified and certified for that position.

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

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

5. If the bargaining unit member desires to continue his/her group insurance benefits, he/she may do so through COBRA coverage.

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

J. To the extent permitted by law, these reductions in force provisions shall supersede and replace ORC 3319.17.

ARTICLE 5
DISCIPLINARY ACTION

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

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

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

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

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

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

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

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

F. Disciplinary action, except for termination, is subject to the grievance procedure as set forth in this Contract. Any termination is subject to section 3319.16 of the Ohio Revised Code. Minor unrelated disciplinary matters that would result in a verbal warning under subsection 1 above shall not be utilized to advance progressive discipline if such matters occurred more than one year after the last disciplinary action and shall not be utilized to advance progressive discipline to termination under subsection F below.

ARTICLE 6
WORKING CONDITIONS

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

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

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

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

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

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

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

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

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

ARTICLE 7
EVALUATION

A. **OTES/OSCES EVALUATIONS** – The Board and Association are required to implement the Ohio Teacher Evaluation System ("OTES") evaluation framework for bargaining unit members who meet the definition of "Teacher" in Board Policy po3220 and for bargaining unit members who meet the definition of "School Counselor" in Board Policy po3223. The framework will be implemented in accordance with the rules and regulations promulgated by the Ohio Department of Education, statutory provisions related to OTES/OSCES, and Board policy. In addition, the parties agree upon the following:

1. Evaluators – Will be credentialed contracted employees of the Board of Education.

2. Evaluation Instrument – Will be the then-current OTES/OSCES process and forms used by the member's evaluator.

3. Orientation – Within twenty (20) workdays of the first teacher workday each year, each member shall be notified in writing of the name and position of the individual evaluating him/her for that school year. The District shall hold an OTES/OSCES overview meeting for members being evaluated no later than September 30th of each year.

4. Schedule for Evaluation

   i. Contract Not Expiring:

In any year when a member's contract does not expire, a minimum of two (2) formal observations shall be completed, with the first being a formal holistic observation and the second being a formal focused observation on identified focus areas. Each observation shall last a minimum of thirty (30) minutes, which the evaluator shall strive to make continuous minutes. In addition, at least two walkthroughs with an emphasis on identified focus areas (when applicable) shall be completed.

Observations shall be preceded by a conference between the evaluator and the member at least one (1) day and not more than five (5) workdays prior to the observation in order for the member to explain lesson plans and objectives for the class which will be observed. A post-observation conference shall be held between the evaluator and the member no longer than five (5) workdays after the formal holistic observation.

The post-observation conference after the first observation shall be held on or before December 10th. The second post-observation conference shall be held on or before May 1st. No later than May 10th, a copy of the formal written evaluation report shall be given to the member and a conference shall be held between the member and the evaluator.

ii. Contract Expiring:

In any year when a member's contract is expiring, a minimum of three (3) formal observations shall be completed unless the administration waives the third observation. Under no circumstances shall a member's contract be non-renewed unless a minimum of three (3) observations have been completed. The first observation shall be a formal holistic observation and the subsequent observations shall be formal focused observations on identified focus areas. Observations shall each last a minimum of thirty (30) minutes. In addition, at least two walkthroughs with an emphasis on identified focus areas (when applicable) shall be completed.

Observations shall be preceded by a conference between the evaluator and the member at least one (1) day and not more than five (5) workdays prior to the observation in order for the member to explain lesson plans and objectives for the class which will be observed.

All post-observation conferences shall be held between the evaluator and the member no longer than five (5) workdays after the observation.

The post-observation conference after the first observation shall be held on or before December 10th. The remaining post-observation conferences shall be held on or before May 1st, with the evaluator attempting to ensure that no two (2) observations occur within twenty (20) workdays of each other

No later than May 10th, a copy of the formal written evaluation report shall be given to the member and a conference shall be held between the member and the evaluator.

5. Walkthroughs

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

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

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

6. Response to Evaluation - The member shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the member's personnel file.

7. High Quality Student Data - High quality student data (i.e. local-determined data that provides evidence of student learning attributable to the teacher being evaluated) will not be utilized in evaluations during the 2021-2022 school year to the extent prohibited by law.

Under OTES 2.0, at least two measures of high-quality student data are used as evidence of student learning attributable to the teacher being evaluated. High-quality student data will meet the criteria listed in Board policy. Where applicable, high-quality student data will include value-added progress dimension data.

Teachers will select high quality student data in consultation with their evaluator.

Teachers will be responsible for providing evidence to their evaluator demonstrating that they have used high-quality student data in the following ways:

a. Critically analyze and reflect upon results to support improvement and enhancement of student learning;

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

c. Inform and adapt instruction to meet student needs; and

d. Measure student learning achievement and growth, as well as progress toward achieving state and local standards

8. Exemptions

If a member receives a final summative evaluation of Accomplished on his/her most recent evaluation, the member will be evaluated one every three school years, so long as the member submits a self-directed professional growth plan to the evaluator that focuses on specific areas identified in the observations and evaluation and the evaluator determines that the teacher is making progress on that plan.

If a member receives a final summative evaluation of Skilled on his/her most recent evaluation, the member will be evaluated one every two school years, so long as the member and evaluator jointly develop a professional growth plan that focuses on specific areas identified in the observations and evaluation and the evaluator determines that the teacher is making progress on that plan.

Notwithstanding the foregoing, the Superintendent/designee may elect to conduct more frequent evaluations on a member subject to the exemptions set forth in the foregoing two paragraphs in the event the Superintendent/designee determines there is a bona fide need to conduct more frequent evaluations.

In any year that a member is not evaluated according to the full cycle evaluation pursuant to this Article as a result of receiving a rating of accomplished or skilled on the member's most recent evaluation, he or she shall be evaluated using the off-cycle evaluation procedures.

The District shall not conduct an evaluation for any teacher who:

a. Was on leave for fifty percent (50%) or more of the school year and the teacher is employed under a continuing contract;

b. Submitted notice of retirement, and such notice has been acted upon by the Board of Education, on or before December 1 of the school year in which they plan to retire;

9. Professional Growth Plans (PGPs)

Professional growth and improvement plans shall be developed as follows:

a. Teachers whose evaluation rating is Accomplished shall develop a self-directed PGP and may choose, by mutual agreement with the Superintendent/designee, the credentialed evaluator for their next evaluation cycle.

b. Teachers whose evaluation rating is Skilled shall develop a PGP collaboratively with his/her credentialed evaluator and may have input on the selection of the credentialed evaluator for their next evaluation cycle.

c. Teachers whose evaluation rating is Developing shall develop a PGP that is guided by their assigned evaluator.

By September 30th, evaluators will meet with each teacher rated Accomplished to review the self-directed PGP for the current school year.

By September 30th, evaluators will meet with each teacher rated Skilled to collaboratively develop a PGP for the current school year.

By September 30th, evaluators will meet with each teacher rated Developing to develop a PGP with the teacher for the current school year.

PGPs will have no more than two (2) achievable goals per Evaluation Cycle.

10. Improvement Plans

A teacher in their first year of employment with the District shall not be placed on an improvement plan.

By September 30th, teachers whose evaluation rating is Ineffective shall develop a professional improvement plan with their assigned evaluator.

An improvement plan shall include:

a. Specific, measurable instructional practices to be observed;
b. Specific, evidence-based resources, and assistance to be provided; and
c. Clearly articulated timelines for the completion of the plan; and

A teacher placed on an improvement plan may request a teacher mentor/coach or another mutually agreed upon teacher of the District to facilitate further discussion between the teacher and the evaluator toward expectations in an improvement plan.

No Improvement Plan will have more than three (3) achievable goals per Evaluation Cycle. The Board shall provide professional development, mentoring/coaching, the allocation of financial resources to accelerate teacher growth and improvement; and support to poorly performing teachers.

11. Evaluation Program Review

The Association and Board agree that the Labor/Management committee will regularly review the effectiveness of the policies, procedures, and processes, including the evaluation instrument and determination of HQSD of the Evaluation Program.

11.1 Administrative Feedback

It is the desire of the Board, the building principals, and the Association that the building principals receive meaningful feedback from the Association with respect to the management and operation of each building. The Association may gather input from each teacher and produce written summative feedback to each building principal regarding the management and operation of each building. Such written feedback shall be submitted on or before March 15th of each year. In the event a building principal or the Association President wishes to have a discussion regarding such submitted feedback, the Association President and building representative shall meet with the building principal within ten (10) calendar days of receiving a request for such a meeting.

B. **Non-OTES/OSCES Evaluations** – The language in this sub-section applies only to those teachers who are not under the evaluation requirements of 3319.111 and 3319.12 and 3319.113 of the Ohio Revised Code et al. as of the date of ratification of this Agreement. The evaluation of these bargaining unit members shall continue to follow the existing procedure as outlined herein. The Board and the Association agree that any evaluation program under this sub-section will include the following:

1. A uniform instrument for rating bargaining unit members.

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

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

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

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

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

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

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

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

10. Bargaining unit members shall be evaluated annually through a system, which includes self-assessment and informal or formal administrative assessment(s). Any bargaining unit member will have the option of acquiring and presenting a peer-assessment to the evaluator.

11. Evaluation of bargaining unit members with limited contracts up for renewal includes:

    a. Self-assessment and a pre-evaluation conference with the building administrator.

    b. Formal evaluation with at least one (1) observation by January 15, and completed by January 25.

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

12. Evaluation of bargaining unit members on multi-year limited contracts not up for renewal includes:

    a. Self-assessment

    b. Observation by an administrator for at least thirty (30) minutes on at least one (1) occasion, with the written observation being provided to the bargaining unit member.

    c. Evaluation conference with building administrator if requested by the bargaining unit member or administrator.

    d. Formal evaluation may be conducted as deemed appropriate by the building administrator.

13. Evaluation of bargaining unit members on continuing contracts includes:

    a. Self-assessment

    b. Evaluation conference with building administrator if requested by the bargaining unit member or administrator.

    c. Formal evaluation may be conducted as deemed appropriate by the building administrator.

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

ARTICLE 8
NO DISCRIMINATION/NO REPRISAL

A. There shall be no discrimination or reprisal of any kind, by the Board, against any employee because of membership in the Association.

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

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

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

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

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

ARTICLE 9
BOARD POLICIES

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

The Board agrees that policies LEA (Student Teaching and Internships) and KLB (Public Complaints About the Curriculum or Instructional Materials) are among those policies that must remain constant during the school year. The Board agrees that when changes become necessary to these policies, they will only be altered during the months of June, July and August.

SECTION II

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

ARTICLE 10
PAY PERIODS

The Contract year shall be divided into twenty-four (24) equal pay periods. The first pay will be the fifth (5th) of the month. Subsequent pay-days shall fall alternately on the twentieth (20th) and fifth (5th) of each month for the remainder of the Contract year. Newly hired bargaining unit members shall have the option of electing to be advanced a portion of their salary, specifically three (3) workdays at their per diem rate of pay subject to all applicable withholdings, to be paid on August 20th. The amount of such advanced salary shall be deducted in equal amounts from each of the remaining pay periods during the bargaining unit members first contract year. Bargaining unit members who wish to elect this option must notify the Treasurer on or before August 1st of their first contract year.

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

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

Holidays

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

ARTICLE 11
CHANGE OF PAY BRACKETS DURING THE YEAR AND TUITION REIMBURSEMENT

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

B. Employees wishing to move to another column of the salary schedule based upon additional hours shall file the form available online and attached hereto as APPENDIX VIII with the Treasurer of the Board by September 15, along with satisfactory evidence of the completion of the qualifying additional hours. If the hours meet the conditions set forth in this paragraph, the Treasurer shall place the employee on the appropriate column of the schedule, with the employee being paid on the new step of the schedule beginning with the first day of the school year.

C. The Board will provide 100% tuition reimbursement to bargaining unit members, up to a maximum of six (6) credit hours each, and up to a total Board contribution of $60,000 during a contract year (July 1-June 30). Prior to beginning any coursework, bargaining unit members shall apply for tuition reimbursement using the online platform. Coursework must meet the definition in the first

paragraph of Article 11 – Change of Pay Brackets During the Year. The bargaining unit member must have earned a "B" or better or "pass" a pass/fail class to be eligible. The annual reimbursement amounts are based on coursework completed during the contract year (July 1 – June 30). Reimbursement for coursework completed between July 1 - December 31, shall be limited to $35,000. Reimbursement for coursework completed from January 1– June 30 shall be limited to $25,000, plus any carry over from the first period. Unencumbered funds as of June 30 up to $10,000 will carry over to the next fiscal year. Only bargaining unit members returning to the district are eligible for this program. Bargaining unit members must submit an official grade report from the granting institution, as well as proof of personal out of pocket tuition payment. Tuition Reimbursement will be paid out on a first come first served basis until maximums have been reached.

ARTICLE 12
SALARY REGULATIONS

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

B. One year's teaching experience shall be defined as not less than one hundred twenty (120) days of teaching during a given school year. A year of military service is defined as eight (8) continuous months or more in active military service. Maximum credit for experience outside Loveland District - 12 years. This provision shall supersede ORC 3317.13B.

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

D. It is the responsibility of the bargaining unit member to inform the Superintendent's office of any change in qualification for salary adjustments.

E. A stipend of $1,000 will be paid annually, at the conclusion of the school year, to any bargaining unit member who instructed in an area in which they are Nationally Board Certified provided that evidence of such certification is provided to the Superintendent or designee upon request.

ARTICLE 13
COMPENSATION

A. The base salary of all professional employees shall be paid in accordance with the salary rates set forth in the adopted schedules. The base salary is pay for a normal teaching load. The

schedule is based upon the principle of equal pay for qualifications and experience. (Salary Schedule in Appendix 1.)

The base salary shall increase by 3% for the 2026-2027 school year.
The base salary shall increase by 2% for the 2027-2028 school year.
The base salary shall increase by 3% for the 2028-2029 school year.

ARTICLE 14
RETIRED TEACHERS EMPLOYED BY THE DISTRICT

If the Board elects to employ a teacher who has retired and is receiving benefits through the State Teachers Retirement System (STRS), including a teacher previously employed by the Board, the following provisions shall apply:

A. For initial placement, a teacher shall be given credit for one-third of their years of service in Loveland City Schools, and placed on no higher than Step Ten (10) on the salary schedule for his/her teaching experience. The Board and the teacher shall not be subject to Chapter 3317 of the Ohio Revised Code with regard to salary placement.

A teacher hired under this Article shall not advance on the salary schedule for each year of additional service.

B. The Board shall provide health, life, dental, and vision insurance in accordance with the provisions of this Agreement.

C. The teacher employed shall not be entitled to receive a second severance or super severance pay.

D. The teacher is entitled to accumulate and use sick leave in accordance with the provisions of this Agreement.

E. The teacher shall be hired under limited contracts for up to three (3) years only which shall automatically expire at the end of this term and shall not be subject to the nonrenewal requirements.

F. For purposes of reduction in force, such employee shall begin with zero (0) years seniority in the District.

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

H. Unless specifically limited by this Article, all other terms and conditions of this contract shall be in full force and effect for the teacher.

ARTICLE 15
SUPPLEMENTAL CONTRACTS AND SALARIES

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

B. Nothing herein contained shall be construed to prohibit the Board from offering a supplemental contract to any individual, with employees receiving first consideration. Such additional time to be paid at the rate as established by contract, provided that no individual bargaining unit member shall be required to accept a supplemental contract, with the exception of B(1). Nor shall anything herein contained be construed to prohibit the addition of supplementary contract categories to the schedules as proposed. Such positions shall be a matter for negotiations. The Supplemental Salary Schedule, with a listing of supplemental positions and the dollar amounts to be paid for the performance of the supplemental duty, shall be attached to this document.

1. The Board may require that the following teaching positions accept the corresponding supplemental position(s), however, in that case, the teacher's performance of duties of the supplemental position shall not be used as a basis to justify any non-renewal, reduction, or discipline of the underlying teaching contract:

a.	Band Director	LHS Marching Band, LHS Band Director
b.	LHS Choir Director	LHS Choir Director, LHS Show Choir
c.	LHS Jazz Band Director	LHS Jazz Band Director
d.	LHS Orchestra Director	LHS Orchestra Director
e.	LMS Band Director	LMS Band Director
f.	LMS Choir Director	LMS Choir Director
g.	LIS Music Teachers	Beginning Band, Beginning Choir, Beginning Orchestra
h.	Elementary Music Teachers	Elementary Music Directors

2. The Board may require that the following teaching position accept the corresponding supplemental position, however, this teaching position will be filled by mutual agreement with the teacher. In the event the teaching position cannot be filled by mutual agreement with a teacher, the Board may assign the teaching position to a qualified teacher, in which case the teacher may not be required to accept the corresponding supplemental position if he/she provides a plausible reason to the

Superintendent/designee that he/she is unable to meet the time commitments of the supplemental position.

a. LHS Yearbook Yearbook

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

D. Supplemental Review Committee.

1. A Supplemental Review committee (SRC) shall be appointed by the Board and the Association.

   a. The Committee shall be comprised of six (6) members. Three (3) members shall be appointed by the President of the Association. Three (3) members shall be appointed by the Superintendent.

   b. At such time as an appointee is no longer able or appointed to serve, the President of the Association or Superintendent as applicable will name a replacement.

2. The SRC will be responsible for making a recommendation to the Superintendent, after reviewing requests submitted by teachers and administrators, for:

   a. Adding a position. Any position added by the supplemental committee between negotiation years will expire at the end of this Agreement and shall be re-evaluated/re-recommended by the supplemental committee at the time of the next negotiation period of this Agreement.

   b. Moving a supplemental to a higher placement on the supplemental salary schedule to be moved only at such time a new negotiated agreement between the Board and the Association is agreed upon.

   c. Reviewing all supplemental contract job descriptions and placement on the supplemental salary schedule prior to the expiration of this agreement.

   d. Designing a Proposal Process for any of the above additions, moves or creations.

   f. SRC members who receive or oversee a supplemental under consideration shall be required to abstain from voting on said supplemental.

3. The SRC shall review positions that have been paid for three (3) or more years from the stipend pool that qualify for at least a $500 payment in order to determine if such a position should be considered for inclusion on the supplemental salary schedule.

4. The Superintendent, upon receipt of the SRC recommendations, shall consider said recommendations and take appropriate action. The Superintendent will inform the SRC of his/her decision prior to recommendation to the Board.

5. The SRC shall adopt its own procedures and meeting dates notifying the Association President and the Superintendent.

ARTICLE 16
SUPPLEMENTAL SALARY SCHEDULE

A. The salaries of the supplemental positions are based on Supplemental Salary Schedules in Appendix Ia, Appendix Ib and Appendix Ic.

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

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

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

D. Notifications for supplemental salary contracts shall be not later than June 1 for year-long, winter and spring activities. Notifications for supplemental salary contracts shall be not later than January 30 for fall and summer activities.

E. In the event the Board seeks reductions in the number of extended days of bargaining unit positions herein, the Board will discuss the reductions with the Union prior to any Board action.

F. In the event any building's stipend pool is unassigned by the end of the first semester, all certified employees will be notified of the total remaining funds and may apply on a district-wide basis.

ARTICLE 17
TRAVEL REIMBURSEMENT

A. In arranging schedules for bargaining unit members who are assigned to more than one building within the district, an effort will be made to limit the amount of inter-school travel. Any employee assigned to two (2) or more buildings during a day shall be reimbursed for that required travel between buildings at a rate that adheres to the IRS guidelines for vehicle reimbursement.

Travel reimbursement does not apply to supplemental contract work and travel related thereto within the Loveland City School District.

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

ARTICLE 18
SEVERANCE PAY

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

A. Severance pay will be calculated using unused accrued sick leave up to a maximum of 270 days. The Board will pay bargaining unit members thirty-five (35) days plus twenty-five (25) percent of unused sick leave days above thirty-five (35) at the time of retirement.

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

C. Payment for sick leave on this basis will eliminate sick leave credit accrued by the bargaining unit member at that time. Such payment may be made only once to any given bargaining unit member at the time of retirement as defined and regulated by the State Teachers Retirement System of the State of Ohio, or in accordance with the STRS defined contribution program provided that the bargaining until member is fifty (50) or more years old, is not working as a certified educator for at least sixty (60) days, and STRS has confirmed that the bargaining unit member has met the eligibility requirements to receive a lifetime annuity from STRS.

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

Super Severance Pay. In the event a bargaining unit member resigns his/her employment with the Board for retirement purposes effective the end of the work year that he/she first becomes eligible to retire with reduced or unreduced benefits through the State Teachers' Retirement System (STRS) and

who actually retires through STRS at the end of that year, or is enrolled in the STRS defined contribution plan and resigns at the end of the contract year in which he or she turns fifty (50) or fifty five (55) years old, is not working as a certified educator for at least sixty (60) days, and STRS has confirmed that the bargaining unit member has met the eligibility requirements to receive a lifetime annuity from STRS, he/she shall receive a lump sum payment of $8,000.00 plus severance pay as provided in the contract. In the event a bargaining unit member is enrolled in the STRS defined contribution plan and resigns at the end of the contract year in which he or she turns fifty-nine and one-half (59 1/2) years old, is not working as a certified educator for at least sixty (60) days, and STRS has confirmed that the bargaining unit member has met the eligibility requirements to receive a lifetime annuity from STRS, he/she shall receive a lump sum payment of $4,000.00 plus severance pay as provided in the contract. In order to be eligible for such super severance pay, such member must submit an irrevocable letter of resignation of employment for retirement purposes to the Board no later than February 15th of such year. Any bargaining unit member who elects not to resign his/her employment with the Board at the end of the work year in which he/she first becomes eligible to retire with reduced or unreduced benefits through the STRS shall forfeit his/her right to any payment pursuant to this provision and shall be entitled only to severance pay pursuant to Article 18 of this contract upon retirement.

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

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

ARTICLE 19
STRS PICK-UP

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

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

ARTICLE 20
INSURANCE AND FRINGE BENEFITS

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

Upon request, the Association president shall meet with the Superintendent and Treasurer in the event the Board believes that it might be able to obtain coverage through another consortium that is less costly and substantially similar to the coverage provided through the Greater Cincinnati Insurance Consortium. No change to the insurance carrier, broker or consortium shall be made by the Board without the Association's consent. Both parties shall have the right to bring their representative and health insurance specialists to the meeting.

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

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

C. When both spouses are employed by the school district, only one family plan or two single plans will be offered. The Board contribution to the health insurance premium shall be five percent (5%) more than the level of the Board contribution to the health insurance plans as set forth at section I of this article. Spouses realizing this benefit prior to July 1, 2004 shall be grandfathered at a rate of 100% of premium paid by the Board.

D. Any bargaining unit member who is eligible for and elects not to take Board health insurance, shall receive a stipend of $50.00 each payroll as long as the bargaining unit member is not enrolled in the health insurance plan offered by the Board. When both spouses are employed by the school district, only one family plan or two single plans will be offered, and if either one of the bargaining unit members participates in the district's insurance, as either the insured employee or a beneficiary under a policy, neither spouse is eligible for the stipend referenced in this Article. In the event neither spouse carries the district's medical insurance plan, each spouse would be entitled to the stipend referenced in this Article. Any bargaining unit member not covered by insurance may sign up during the open enrollment period. Any bargaining unit member who was covered by a spouse's insurance plan and loses that coverage shall be entitled to enroll in the group plan within thirty-one (31) days of the loss of coverage. Any bargaining unit member who is hired after the start of school will have thirty-one (31) days to sign up for the insurance plans.

Appropriate insurance carrier's contract regarding other enrollment policy will take precedent.

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

F. Insurance in force for the dependent(s) the date of the bargaining unit member's death will remain in force without payment of premium until the earliest of the following dates:

1. Remarriage of the surviving spouse, in which case the coverage for all dependents terminates;

2. The date a covered person ceases to qualify as a dependent for any reason other than lack of primary support by the bargaining unit members;

3. Two years from the date of the bargaining unit member's death.

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

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

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

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

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

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

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

N. The Board shall provide fingerprinting services at no cost for BCI and FBI background checks of all bargaining unit members who have been employed by the Board for at least five continuous years, provided that the bargaining unit members obtain such fingerprint services through the Human Resources office of the Board.

SECTION III

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

ARTICLE 21
JOB DESCRIPTIONS

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

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

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

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

ARTICLE 22
CONTRACT YEAR

A. The work year for bargaining unit members on regular teaching contracts shall be as follows: a minimum of the number of instructional days required to comply with R.C. 3313.48(A), and maximum 184 teacher contract days, including ½ day for LEA directed meetings, with the time set in collaboration with administration.

1. The calendar shall include a minimum of two (2) half-days and two (2) full days of uninterrupted teacher record keeping/work days. The full days shall be one each at the beginning of the school year and at the end of the second quarter, the half-days shall be one each at the end of the first and third quarter.

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

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

D. The official closing of schools by the Superintendent of Schools on account of severe weather or emergency conditions (calamity days) shall not result in loss of pay. In the event the Superintendent of Schools closes the school more than six (6) times for a calamity during the

school year, any future calamity days will be worked by bargaining unit members in the following manner:

1. Bargaining unit members will report to work from 10:00 a.m. to 3:00 p.m.

2. The day shall be teacher-directed with the exception of ninety (90) minutes which may be utilized/reserved for administrative use, if necessary.

3. The only exception for reporting to work would be in the event a Level 2 or Level 3 snow emergency has been declared in the county where the bargaining unit member resides or where the building to which they are assigned is located.

It is the responsibility of the Board to adopt a school calendar. Prior to the Board adopting the calendar, the Superintendent and the Association shall meet and jointly develop a calendar for the purposes of recommendation to the Board.

ARTICLE 23
CONTRACT DAY

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

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

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

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

E. All elementary bargaining unit members (K-4) and special area elementary bargaining unit members (art, music, health and physical education) shall be provided preparation time of at least thirty (30) consecutive minutes each with at least one (1) per day inside the student day. Each bargaining unit member shall have at least two hundred twenty-five (225) minutes of preparation time per week. Not more than seventy-five (75) minutes of preparation time shall occur outside of the student day. No more than two (2) preparation periods shall occur in one (1) day. Each bargaining unit member shall have at least one (1) preparation period per day.

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

F. In grades 5-12, preparation and conference time is to be at least forty-five (45) consecutive minutes daily. To achieve a preparation/conference time of forty-five (45) consecutive minutes, the passing time at the beginning or end of a regular class period may be counted.

G. Intervention Specialists who have the responsibility for developing and writing IEPs may be provided up to the equivalent of two (2) release days during the school year, scheduled by mutual agreement with the Superintendent/designee, for the purpose of IEP writing and/or modifying.

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

I. All K-4 teachers will be provided one (1) professional day to be scheduled either as a whole day or two half days. If two half days, two teachers must schedule opposite halves on the same day. The work done on the professional day shall be at the discretion of each teacher, as will the location where the work is completed.

ARTICLE 24
MEETINGS OUTSIDE CONTRACT DAY

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

A. Bargaining unit members may be required to remain after the end of their regular workday without additional compensation not more than one (1) day every two (2) weeks to attend faculty or other professional meetings of not more than thirty (30) minutes duration or one (1) day per month of not more than forty-five (45) minutes duration. All such meetings shall begin no later than fifteen (15) minutes after student dismissal time. No later than September 15th, the Association representatives of the building and the building principal shall meet to determine the meeting schedule (including length and frequency) of the building for the year.

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

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

D. Bargaining unit members and other certificated staff members are required to attend one Open House meeting as well as other "public relations" type meetings on an as-scheduled basis

which are related to the building, grade level, or teachers' curriculum area. There will be a maximum of two (2) other such "public relations" meetings where attendance is required.

E. The Building Principal may offer compensatory time to bargaining unit members who work or supervise school functions which may be utilized on a day agreed to in advance by the Building Principal and bargaining unit member.

ARTICLE 25
CONTRACTS

A. Succession of Limited Contracts

Limited contracts shall be issued on the following basis:

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

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

C. In order to be considered for and eligible to receive a Continuing Contract, a bargaining unit member on fully cycle evaluation must notify the Superintendent or designee in writing by January 1, that he/she will be eligible for and wishes to be considered for a Continuing Contract for the next school year. In order to be considered for and receive a Continuing Contract, a bargaining unit member on off cycle evaluation must notify the Superintendent or designee in writing by October 15th, that he/she will be eligible for and wishes to be considered for a Continuing Contract for the next school year. Academic/Certification criteria must be met by the date the Board acts on contracts in April. Failure to provide this notification shall constitute a waiver of any claimed statutory right to a Continuing Contract and shall result in the issuance of a Limited Teaching Contract for the next school year if the bargaining unit member is renewed.

ARTICLE 26
CONTRACT RENEWAL

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

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

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

C. This procedure shall supersede ORC 3319.11, 3319.111

ARTICLE 27
CLASS SIZE

A. Because the early years are the crucial ones for developing learning behavior, and inasmuch as the pupil-teacher ratio is directly related to the volume of a bargaining unit member's work, efforts will be made to achieve a goal of twenty-five (25) pupils as a maximum for grades K-4.

B. In grades 5-12, inasmuch as the pupil-teacher ratio is directly related to the volume of a bargaining unit member's work, efforts will be made to achieve a goal of twenty-eight (28) pupils per class as the maximum.

C. At the option of the Administration, up to an eight-period day in grades 5 - 12 may be implemented, provided every attempt is made to achieve a goal of 165 students as a maximum daily load for a bargaining unit member.

D. When developing class schedules and/or the student composition of a class, the Board will address differentiating levels of students' abilities/needs and balance the number of students with specialized instructional needs between available teacher/courses. Not later than May 15, at the request of the LEA Building representatives, the Building administrator and LEA selected intervention specialists, will meet and discuss efforts made to achieve balance. The group may reconvene as needed to review potential changes. The parties agree that any alleged violation of this subsection is not subject to the grievance procedure of this Agreement.

E. Class lists shall be made available to members no later than forty-eight (48) hours prior to the class lists being provided to parents. The class list(s) provided to members shall include the name of the teacher and relevant information. During this forty-eight (48) hour period, the member shall have the opportunity to discuss with the building administrator any concerns(s) with students assigned to the teacher class list. The class list(s) shall be made available to parents any time after the end of the forty-eight (48) hour period.

ARTICLE 28
EMERGENCY PERIOD SUBSTITUTES

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

1. There are no qualified substitute teachers available.

2. A bargaining unit member teaches a class when his/her regular schedule calls for him/her to have a conference period.

3. In grades K-4, students are temporarily assigned for forty-five (45) minutes or more.

B. For K-4 bargaining unit members who serve as substitutes, they will be paid on the following basis:

1. If the students of bargaining unit member "A" are divided among other bargaining unit members, the receiving bargaining unit members' rate of pay shall be $30.00 per hour. Minimum payment shall be one hour.

C. For 5-12 grade bargaining unit members, the rate of pay shall be $30.00 per hour. Minimum payment shall be one hour

D. A bargaining unit member has the right to refuse to substitute without any reprisal from the administration. In the event a physical incident occurs while a bargaining unit member is substituting for another bargaining unit member and they do not hold the required certification to teach the class, the Board of Education agrees not to impose disciplinary action unless just cause exists while taking into consideration the issue of certification and shall hold the bargaining unit member harmless in accordance with its obligation with Ohio law.

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

F. The provisions of this Article shall not apply to the Tiger Time professional development period.

ARTICLE 29
PARENT CONFERENCES AND OBSERVATIONS

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

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

SECTION IV

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

ARTICLE 30
BARGAINING UNIT LIST

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

The President of the Association shall be provided a list of all new bargaining unit members no later than five (5) days after the first day of the school year each year and a directory shall be provided to all bargaining unit members. At the request of any bargaining unit member, his/her telephone number and/or address shall not be listed in the directory or disseminated in any way.

ARTICLE 31
IN-SERVICE WORKSHOPS

The Board may provide bargaining unit members three (3) district wide in-service workshops, conferences, and programs designed to improve the quality of instruction. On district wide in-service days, bargaining unit members shall begin and end their workdays from 7:30 AM until 3:00 PM with at least one (1) hour lunch period. Such days must be announced when the Board approves that school year's calendar, but not later than the end of the previous school year. Attendance at such district wide in-service training programs beyond the in-service workday shall be at the employee's discretion without the fear of reprisal or negative evaluation. Under normal circumstances, Personal Leave days will not be granted by the Superintendent on in-service workdays. In addition, there shall be two and one-half (2.5) teacher workdays where bargaining unit members shall begin and end their workdays at their regularly scheduled times.

ARTICLE 32
ACADEMIC FREEDOM

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

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

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

ARTICLE 33
SUBSTITUTE CALLING PROCEDURE

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

ARTICLE 34
DRESS CODE

Dress and grooming of bargaining unit members shall at all times be in good taste, non-distracting, and appropriate for classroom teaching. This requirement will be reflected in the employee handbook.

ARTICLE 35
COMPLAINT PROCEDURE

The procedure outlined in this Article applies only to parent/guardian complaints against bargaining unit members. Complaints between bargaining unit members shall be handled in accordance with the appropriate Board Policy, if applicable.

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

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

If a complaint is anonymous, the bargaining unit member will be notified of the complaint. Anonymous complaints may not be used in any discipline process contained in this Agreement unless evidence exists to verify actual wrongdoing by the bargaining unit member.

PROCEDURE:

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

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

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

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

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

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

ARTICLE 36
PERSONNEL FILE

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

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

C. Access to the File:

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

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

D. Personnel File Contents:

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

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

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

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

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

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

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

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

G. Removal of Materials in File:

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

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

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

H. Exceptions:

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

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

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

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

I. Initial Employment Items:

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

1. Official transcripts of college work.

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

3. Records of pre-employment medical examinations.

4. Records of employment history with this school district and previous employment with other school districts. Information included in this record may consist of:

a. Numbers of years taught and dates.

b. Records of sick days accumulated.

c. Certificate numbers.

d. Building, grade level, and course assignments.

e. Position on salary schedule and current salary.

f. Any additional information included in reports sent by other school districts shall be subject to the stipulations in this section of this article.

g. Bureau of Criminal Investigation report and fingerprint check.

J. Unauthorized Access:

The contents of the personnel file of a bargaining unit member shall not be disclosed to any person who is not a Board member, Board employee, or contractor of the Board, except in accordance with the provisions of this Contract, as ordered by a court of law through a validly issued subpoena, through the Ohio public records law or other state law or as authorized in writing by the bargaining unit member.

ARTICLE 37
ASSIGNMENT, VACANCIES, PROMOTIONS, INVOLUNTARY TRANSFERS & REASSIGNMENTS

A. Vacancies

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

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

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

2. Letters or emails of request for consideration must be submitted to the supervisor/principal of the vacant position by 4:00 p.m. within seven (7) calendar days of the original posting date. and shall be the only written document necessary for consideration.

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

4. Employees from within the district shall receive either written or oral confirmation of the receipt of their request for consideration.

5. A current employee who requests consideration for a vacancy in a building in which they currently are not assigned shall be entitled to a meeting with the Principal of the building in which the vacancy exists if they hold the proper licensure for the vacant position.

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

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

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

    a. Vacancies will be sent to bargaining unit members via district email.

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

9. The Human Resources Director will provide intent forms and data regarding transfers requested, granted, and denied by August 1 each year to the LEA President. Upon review, the HR Director and LEA President may meet to discuss.

B. Involuntary Transfer and Assignment

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

2. If a reassignment or transfer (change in building) becomes necessary following subject notification, communication of such change shall be made promptly to the affected bargaining unit member. The administration shall consider input from the affected bargaining unit member concerning such change.

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

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

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

C. Promotions

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

ARTICLE 38
ADMISSION OF NON-RESIDENT STUDENTS

This article is discontinued except for all full-time bargaining unit members, who prior to July 1, 2004 had at least one child enrolled through Article 38. For those grandfathered, all of their existing children with birthdates prior to July 1, 2004 will be eligible to apply for enrollment in Loveland Schools according to the following criteria:

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

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

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

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

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

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

C. Guidelines for non-tuition students:

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

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

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

APPLICATION FOR ADMISSION AS A NON-TUITION STUDENT

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

Name of School Last Attended: _____

Last School Telephone Number:_____

Name of Parent or Guardian:_____

Address of Student: _____

_____Home School District:_____

Home Telephone Number:_____

Signature: _____ Date: _____

****

(For Office Use Only)

Most Recent Report Card: _____ yes _____ no

Legal Evidence of Birth: _____ yes _____ no

Admission Granted: _____ (Date)

Admission Rejected: _____ (Date)

Parents Notified: _____ (Date)

_____ _____

Superintendent's/Designee's Signature Date

ARTICLE 39
SUBCONTRACTING OF EDUCATIONAL PROGRAMS

Whenever the district is interested in subcontracting any educational program, the LEA shall be given input in the decision-making process prior to any final decision being made by the Board of Education. The Board of Education retains the right to make any final decision on any subcontracting opportunity provided approval of a subcontracting arrangement does not result in a reduction of force. Any subcontracted work, however, must be taught by someone certified by the State Department of Education. Any courses offered through an online provider shall be supervised by a member if offered as a part of the student day.

ARTICLE 40
COMPLIMENTARY PASSES

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

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

B. Tickets and/or passes are not transferable.

SECTION V

Article 41	Leave Form
Article 41A	Employment While on Leave
Article 42	Personal Leave
Article 43	Professional Leave
Article 44	Assault Leave
Article 45	Sabbatical Leave
Article 46	Jury Duty or Subpoena
Article 47	Sick Leave
Article 48	Sick Leave Donation
Article 49	Unpaid Leaves of Absence
Article 50	Students Under Individualized Education Plan (IEP) or Section 504 Plans

ARTICLE 41
LEAVE FORM

Bargaining unit members will utilize AESOP or other District-approved software for an electronic leave form.

ARTICLE 41A
EMPLOYMENT WHILE ON LEAVE

Bargaining unit members shall not be employed elsewhere as an employee or independent contractor while on any paid leave of absence. Unless otherwise approved by the Superintendent or his/her designee, bargaining unit members shall not be employed elsewhere as an employee or independent contractor while on any unpaid leave of absence where such employment involves the provision of educational services to students for which a teaching license is required.

These prohibitions do not include self-employment that the bargaining unit member was engaged in prior to commencing a leave of absence.

ARTICLE 42
PERSONAL LEAVE

A. Bargaining unit members shall be provided three (3) personal leave days per school year. Personal leave may not be used to extend a vacation or holiday, for other employment, or on a scheduled in-service day under normal circumstances.

B. Any member may flex up to two (2) days for religious holidays observed by his/her established religious faith for which the school calendar does not already provide time off. The flex day(s) shall be worked by the member on a non-contractual day during the school year. These days shall not be considered personal days or sick leave. Notice of intent to use practicing faith leave must be made in writing to the Human Resources Officer by September 1 of the current school year and must include the date and nature of the religious holiday being observed and the alternative date the member will work. The member will use their badge to swipe in and swipe out of the building as documentation for fulfilling the alternative workday.

C. Request for personal leave days, except in the case of an emergency, must be made in writing to the school principal (or designee) at least three (3) work days preceding the day being requested. Notice of approval or non-approval shall be made in writing as soon as possible. If the personal leave is denied the bargaining unit member will be notified by phone immediately, or as soon as possible, if not available immediately.

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

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

Option II: If an employee has accumulated five personal days and does not use any personal leave during their work year, they may convert all their accumulated personal leave to sick leave, up to the maximum allowable stated in Article 47. An employee cannot convert only a portion of the unused leave. The following year they will be provided three personal days.

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

ARTICLE 43
PROFESSIONAL LEAVE

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

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

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

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

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

F. Professional leave may be utilized to attend a current Loveland student's funeral service with priority given to professional staff most recently working with that student.

ARTICLE 44
ASSAULT LEAVE

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

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

1. Nature of injury.

2. Date and time of occurrence.

3. Identification of the individuals causing the assault if known.

4. Facts and circumstances surrounding the assault.

5. A certification from a licensed physician describing the nature of the injury sustained causing absence. If the employee is eligible for assault leave, but not worker's compensation, the Board will pay the cost of the physician's initial examination over and above that covered by the individual's insurance.

6. A statement indicating a willingness to pursue legal action against the assaulter(s).

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

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

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

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

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

expelled or denied admittance to the bargaining unit member's class to the extent permitted by law.

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

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

G. A bargaining unit member who is absent from work due to an illness, impairment, or mental condition which was the result of a student crisis (e.g. student death, student suicide, school shooting, etc.) that occurred during the employment of the bargaining unit member may be eligible for crisis leave. Full pay status (days not charged as sick leave) pursuant to crisis leave may be granted for a period of up to thirty (30) days.

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

   a. Nature of illness, impairment, or mental condition.

   b. Date and time of student crisis leading to occurrence.

   c. Facts and circumstances surrounding the student crisis.

   d. A certification from a licensed physician describing the nature of the illness, impairment, or mental condition causing absence. If the employee is eligible for crisis leave, but not worker's compensation, the Board will pay the cost of the physician's initial examination over and above that covered by the individual's insurance.

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

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

ARTICLE 45
SABBATICAL LEAVE

A. Any bargaining unit member who has completed at least five (5) years as an employee of the Board may be granted a sabbatical leave of absence for professional study, research and/or

professional improvement for one (1) or two (2) semesters, with the provision that the member shall receive a partial annual salary equal to the difference between the substitute teacher's pay and the member's expected salary, in accordance with the Ohio Revised Code.

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

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

D. Application shall be sent to the Superintendent. The applications shall include the plans for the use of the sabbatical leave and shall meet all requirements as established by a Sabbatical Leave Committee. The Sabbatical Leave Committee shall be composed of the Superintendent, one elementary school principal, one middle school or senior high school principal, one supervisor, and five (5) bargaining unit members. The bargaining unit members shall be selected by the Association. The Sabbatical Leave Committee shall be responsible for the final selection(s) of the applicants chosen.

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

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

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

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

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

ARTICLE 46
JURY DUTY OR SUBPOENA

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

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

ARTICLE 47
SICK LEAVE

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

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

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

D. Maximum Accumulation - The maximum accumulation of sick leave days shall be 340 days.

E. Use of Sick Leave - A bargaining unit member may use sick leave for absence due to personal illness, pregnancy related illness, injury, exposure to contagious disease which could be

communicated to other employees, and to illness, injury, or death in the employee's immediate family, or other funerals.

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

G. The Superintendent may grant the use of sick leave for other reasons.

H. After ten (10) applications or five (5) consecutive days of sick leave in a contract year, the administration may question sick leave use, require physician verification and/or an explanation. Misuse of sick leave may be grounds for disciplinary action.

I. For individuals requesting leave as part of maternity/paternity/adoption:

a. FMLA allows for up to twelve (12) weeks of unpaid leave during a twelve (12) month period if a teacher has worked at least one thousand two hundred fifty (1250) hours during the preceding twelve (12) month period.

b. The District will require a teacher to use their accrued sick leave for any amount of time prior to their due date if medically required, and for time medically required for recovery (approximately eight (8) calendar weeks) immediately following delivery.

c. The teacher will be required to contact or have someone contact the Personnel Office within forty-eight (48) hours of their delivery so that their leave may be calculated properly.

d. If a teacher is required by doctor's order to stay off work for longer than eight (8) weeks after delivery, the teacher may use accrued sick leave to cover these days also.

e. Any days after the eight (8) weeks post-delivery period that are not medically required will be at a "FMLA-unpaid" status and will be "docked" from the teacher's paycheck according to the number of days missed during a given pay period.

f. The teacher will be required to provide a "Fitness-for-Duty" statement from their doctor prior to reporting to work after the FMLA leave.

g. For Paternity Leave – a father with a newborn may use accrued leave for a maximum of fifteen (15) days within ninety (90) days following the birth of the child. Any additional time will be at a "FMLA-unpaid" status and will be "docked" from their paycheck according to the number of days missed during a given pay period.

h. For Adoption – an adoptive parent who qualifies for FMLA leave may use accrued paid leave for a maximum of six (6) calendar weeks immediately following the placement of a child five years of age or younger or a maximum of two (2) calendar weeks immediately following the placement of a child over the age of five (5). Any

additional time will be at a "FMLA-unpaid" status and will be "docked" from your paycheck according to the number of days missed during a given pay period.

ARTICLE 48
SICK LEAVE DONATION

A. Donations and Eligibility

Any employee who, themselves, a spouse, child or parent has a catastrophic illness, injury, or non-elective surgery as verified by a medical professional and approved by Human Resources may be eligible for sick leave donation. For purpose of this benefit, a catastrophic condition may include, but is not limited to, a heart attack, stroke, cancer, serious complications due to surgery, and life-threatening accidents. A catastrophic illness incapacitates the employee and requires continuing supervision and treatment from a healthcare provider. The form to request this leave will be found in Appendix L.

1. All requests shall be considered confidential.

2. Employees must first exhaust all paid leave before making a request for sick leave donation.

3. The maximum number of days that any one employee may receive, per fiscal year, under this provision is thirty (30) days.

4. Requests for sick leave donations shall go to the LEA President. The LEA President will convene a three (3) member committee to review the request and determine if approval is merited. When a request is approved, the LEA President will seek donations from bargaining unit members. No member may donate more than five (5) days per instance. The LEA President will notify the Treasurer with names of donors and the number of days donated.

5. All decisions regarding sick leave are final, binding, and not subject to grievance.

6. Donated days are non-returnable.

ARTICLE 49
UNPAID LEAVES OF ABSENCE

A. Request/Renewal:

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

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

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

C. A member may apply for intermittent unpaid leave up to 15 days per school year for medical purposes only.

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

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

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

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

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

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

ARTICLE 50
STUDENTS UNDER INDIVIDUALIZED EDUCATION PLANS (IEP) OR SECTION 504 PLANS

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

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

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

SECTION VI

Article 51	Duration
Article 52	Complete Agreement
Article 53	Contrary to Law
Article 54	Labor/Management Committee
Article 55	Cameras in the Classroom

ARTICLE 51
DURATION

Except as otherwise may be provided herein, this Contract shall become effective July 1, 2026, and shall remain in full force and effect until June 30, 2029 at which time it shall expire.

ARTICLE 52
COMPLETE AGREEMENT

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

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

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

ARTICLE 53
CONTRARY TO LAW

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

ARTICLE 54
LABOR/MANAGEMENT COMMITTEE

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

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

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

ARTICLE 55
CAMERAS IN THE CLASSROOM

A bargaining unit member will be consulted prior to the utilization of a camera in the classroom for the purposes of providing instruction to students who are unable to attend school because of a disability or health-related reason. Mutual agreement will be reached between the administration and the teacher on a plan for the use of a camera in such circumstances.

SIGNATURE PAGE

Association Ratification on the 11th Day of March, 2026.

Greg Croskey, President
Loveland Education Association

Date 4/9/26

Katie Rose, Immediate Past President
Loveland Education Association

Date 4.9.26

Megan Little, Co-Vice President
Loveland Education Association

Date 4-9-26

Chris Switzer, Co-Vice President
Loveland Education Association

Date 4/9/26

Kelen Weathers , Member
Loveland Education Association

Date 4-10-26

Approved by The Board on the 17th Day of March, 2026.

Rev. Jonathan Eilert, President
Loveland Board of Education

Date 4/21/26

Mike Broadwater, Superintendent
Loveland City Schools

Date 4/9/26

John Espy, Treasurer
Loveland City Schools

Date 3/17/26

APPENDIX I

LCSD LEA SALARY SCHEDULE 2026-27

	BA	BA150	MA	MA +10	MA +20	MA +30
STEP	Salary	Salary	Salary	Salary	Salary	Salary
1	49,711	52,793	55,427	57,913	60,398	63,256
2	52,007	55,090	58,013	60,498	62,983	65,842
3	54,304	57,385	60,597	63,082	65,569	68,427
4	56,601	59,682	63,182	65,668	68,153	71,011
5	58,897	61,979	65,768	68,253	70,738	73,597
6	61,193	64,276	68,352	70,837	73,323	76,182
7	63,490	66,572	70,937	73,423	75,908	78,766
8	65,787	68,869	73,522	76,008	78,493	81,351
9	68,084	71,166	76,107	78,592	81,077	83,937
10	70,380	73,463	78,692	81,177	83,663	86,521
11	72,677	75,759	81,277	83,763	86,248	89,106
12	74,974	78,055	83,862	86,347	88,832	91,692
13	77,271	80,352	86,447	88,932	91,418	94,276
14	79,566	82,649	89,032	91,518	94,003	96,861
15	81,863	84,945	91,616	94,102	96,587	99,447
16	84,160	87,242	94,202	96,687	99,173	102,031
17	86,457	89,539	96,786	99,272	101,758	104,616
18	86,457	89,539	96,786	99,272	101,758	104,616
19	88,753	91,836	99,371	101,857	104,342	107,201
20	88,753	91,836	99,371	101,857	104,342	107,201
21	91,050	94,132	101,957	104,442	106,927	109,786
22	91,050	94,132	101,957	104,442	106,927	109,786
23	93,347	96,429	104,541	107,027	109,513	112,371
24	93,347	96,429	104,541	107,027	109,513	112,371
25	93,347	96,429	104,541	107,027	109,513	112,371
26	93,347	96,429	104,541	107,027	109,513	112,371
27	94,425	97,507	105,759	108,245	110,730	113,588
28	94,425	97,507	105,759	108,245	110,730	113,588
29	94,425	97,507	105,759	108,245	110,730	113,588
30	94,425	97,507	105,759	108,245	110,730	113,588
31	94,425	97,507	105,759	108,245	110,730	113,588
32	94,425	97,507	105,759	108,245	110,730	113,588
33	94,425	97,507	105,759	108,245	110,730	113,588
34	94,425	97,507	105,759	108,245	110,730	113,588
35	94,425	97,507	105,759	108,245	110,730	113,588

For the 2026-2027 Salary Schedule:
Bargaining unit members whose annual salary is less than $50,000 on this salary schedule shall receive a stipend paid equally over all paydays to ensure an annual salary of $50,000.

LCSD LEA SALARY SCHEDULE 2027-28						
	BA	BA150	MA	MA +10	MA +20	MA +30
STEP	Salary	Salary	Salary	Salary	Salary	Salary
1	50,705	53,849	56,536	59,071	61,606	64,522
2	53,047	56,191	59,173	61,708	64,243	67,159
3	55,390	58,533	61,809	64,344	66,880	69,796
4	57,733	60,876	64,446	66,981	69,516	72,432
5	60,075	63,219	67,083	69,618	72,153	75,069
6	62,417	65,562	69,719	72,254	74,789	77,706
7	64,760	67,903	72,356	74,891	77,426	80,341
8	67,103	70,246	74,993	77,528	80,063	82,978
9	69,446	72,589	77,629	80,164	82,699	85,615
10	71,787	74,932	80,266	82,801	85,336	88,251
11	74,130	77,274	82,903	85,438	87,973	90,888
12	76,473	79,617	85,539	88,074	90,609	93,525
13	78,816	81,959	88,176	90,711	93,246	96,161
14	81,158	84,302	90,813	93,348	95,883	98,798
15	83,501	86,644	93,449	95,984	98,519	101,435
16	85,843	88,987	96,086	98,621	101,156	104,071
17	88,186	91,330	98,722	101,258	103,793	106,708
18	88,186	91,330	98,722	101,258	103,793	106,708
19	90,528	93,673	101,359	103,894	106,429	109,345
20	90,528	93,673	101,359	103,894	106,429	109,345
21	92,871	96,014	103,996	106,531	109,066	111,981
22	92,871	96,014	103,996	106,531	109,066	111,981
23	95,214	98,357	106,632	109,168	111,703	114,618
24	95,214	98,357	106,632	109,168	111,703	114,618
25	95,214	98,357	106,632	109,168	111,703	114,618
26	95,214	98,357	106,632	109,168	111,703	114,618
27	96,314	99,457	107,875	110,410	112,945	115,860
28	96,314	99,457	107,875	110,410	112,945	115,860
29	96,314	99,457	107,875	110,410	112,945	115,860
30	96,314	99,457	107,875	110,410	112,945	115,860
31	96,314	99,457	107,875	110,410	112,945	115,860
32	96,314	99,457	107,875	110,410	112,945	115,860
33	96,314	99,457	107,875	110,410	112,945	115,860
34	96,314	99,457	107,875	110,410	112,945	115,860
35	96,314	99,457	107,875	110,410	112,945	115,860

LCSD LEA SALARY SCHEDULE 2028-29						
	BA	BA150	MA	MA +10	MA +20	MA +30
STEP	Salary	Salary	Salary	Salary	Salary	Salary
1	52,226	55,464	58,232	60,843	63,454	66,457
2	54,639	57,878	60,948	63,559	66,170	69,174
3	57,052	60,289	63,663	66,274	68,887	71,889
4	59,465	62,702	66,379	68,991	71,602	74,604
5	61,877	65,115	69,096	71,707	74,317	77,321
6	64,289	67,528	71,811	74,421	77,033	80,037
7	66,703	69,941	74,526	77,138	79,749	82,752
8	69,116	72,354	77,242	79,854	82,465	85,467
9	71,529	74,767	79,958	82,569	85,179	88,184
10	73,941	77,180	82,674	85,285	87,896	90,899
11	76,354	79,592	85,390	88,001	90,612	93,615
12	78,768	82,005	88,105	90,716	93,327	96,332
13	81,181	84,418	90,821	93,432	96,044	99,046
14	83,592	86,831	93,537	96,149	98,760	101,762
15	86,005	89,243	96,252	98,864	101,474	104,479
16	88,418	91,656	98,969	101,579	104,191	107,194
17	90,832	94,070	101,683	104,295	106,907	109,910
18	90,832	94,070	101,683	104,295	106,907	109,910
19	93,244	96,483	104,399	107,011	109,622	112,625
20	93,244	96,483	104,399	107,011	109,622	112,625
21	95,657	98,895	107,116	109,727	112,338	115,341
22	95,657	98,895	107,116	109,727	112,338	115,341
23	98,070	101,308	109,831	112,443	115,054	118,057
24	98,070	101,308	109,831	112,443	115,054	118,057
25	98,070	101,308	109,831	112,443	115,054	118,057
26	98,070	101,308	109,831	112,443	115,054	118,057
27	99,203	102,441	111,110	113,722	116,333	119,336
28	99,203	102,441	111,110	113,722	116,333	119,336
29	99,203	102,441	111,110	113,722	116,333	119,336
30	99,203	102,441	111,110	113,722	116,333	119,336
31	99,203	102,441	111,110	113,722	116,333	119,336
32	99,203	102,441	111,110	113,722	116,333	119,336
33	99,203	102,441	111,110	113,722	116,333	119,336
34	99,203	102,441	111,110	113,722	116,333	119,336
35	99,203	102,441	111,110	113,722	116,333	119,336

APPENDIX Ia

LOVELAND ATHLETIC SUPPLEMENTAL SALARY SCHEDULE 2026-2029

VARSITY	TIER I			2026-2027	2027-2028	2028-2029	#	Bldg
Head Coach	Basketball	Boys	Girls	10,425	10,634	10,953	2	LHS
	Football			10,425	10,634	10,953	1	LHS
	Wrestling	Boys	Girls	10,425	10,634	10,953	2	LHS

VARSITY	TIER II			2026-2027	2027-2028	2028-2029	#	Bldg
Head Coach	Baseball/Softball	Boys	Girls	7,529	7,680	7,910	2	LHS
	Cross Country	Boys	Girls	7,529	7,680	7,910	2	LHS
	LaCrosse	Boys	Girls	7,529	7,680	7,910	2	LHS
	Soccer	Boys	Girls	7,529	7,680	7,910	2	LHS
	Swimming			7,529	7,680	7,910	1	LHS
	Track	Boys	Girls	7,529	7,680	7,910	2	LHS
	Volleyball	Boys	Girls	7,529	7,680	7,910	2	LHS
Assistant	Basketball	Boys	Girls	7,529	7,680	7,910	2	LHS
	Football			7,529	7,680	7,910	7	LHS
	Wrestling	Boys	Girls	7,529	7,680	7,910	2	LHS
JUNIOR VARSITY								
Head Coach	Basketball	Boys	Girls	7,529	7,680	7,910	2	LHS
	Football			7,529	7,680	7,910	1	LHS

VARSITY	TIER III			2026-2027	2027-2028	2028-2029	#	Bldg
Assistant	Soccer	Boys	Girls	5,791	5,907	6,084	2	LHS
	Volleyball	Boys	Girls	5,791	5,907	6,084	2	LHS
JUNIOR VARSITY								
Head Coach	Wrestling			5,791	5,907	6,084	1	LHS

VARSITY	TIER IV			2026-2027	2027-2028	2028-2029	#	Bldg
Assistant	Baseball/Softball	Boys	Girls	5,212	5,316	5,475	2	LHS
	LaCrosse	Boys	Girls	5,212	5,316	5,475	3	LHS
JUNIOR VARSITY								
Head Coach	Baseball/Softball	Boys	Girls	5,212	5,316	5,475	2	LHS
	LaCrosse	Boys	Girls	5,212	5,316	5,475	2	LHS
	Volleyball	Boys	Girls	5,212	5,316	5,475	2	LHS
	Soccer	Boys	Girls	5,212	5,316	5,475	2	LHS
FRESHMAN								
Head Coach	Basketball	Boys	Girls	5,212	5,316	5,475	2	LHS
	Football			5,212	5,316	5,475	1	LHS
MIDDLE SCHOOL								
Head Coach	Basketball	Boys	Girls	5,212	5,316	5,475	6	LMS
	Football			5,212	5,316	5,475	2	LMS
	Wrestling			5,212	5,316	5,475	1	LMS

VARSITY	TIER V			2026-2027	2027-2028	2028-2029	#	Bldg
Head Coach	Bowling	Boys	Girls	4,633	4,726	4,868	2	LHS
	Cheerleading			4,633	4,726	4,868	2	LHS
	Competitive Cheer			4,633	4,726	4,868	1	LHS
	Golf	Boys	Girls	4,633	4,726	4,868	2	LHS
	Tennis	Boys	Girls	4,633	4,726	4,868	2	LHS

VARSITY	TIER VI			2026-2027	2027-2028	2028-2029	#	Bldg
Head Coach	Academic Quiz Team	Boys	Girls	4,054	4,135	4,259	1	LHS
	Diving			4,054	4,135	4,259	1	LHS
Assistant	Cross Country	Boys	Girls	4,054	4,135	4,259	2	LHS
	Swim	Boys	Girls	4,054	4,135	4,259	1	LHS
	Track	Boys	Girls	4,054	4,135	4,259	4	LHS
JUNIOR VARSITY								
Assistant	Wrestling			4,054	4,135	4,259	1	LHS
FRESHMEN								
Assistant	Football			4,054	4,135	4,259	1	LHS
MIDDLE SCHOOL								
Coach	Cross Country	Boys	Girls	4,054	4,135	4,259	2	LMS
Assistant	Football			4,054	4,135	4,259	4	LMS
	Lacrosse	Boys	Girls	4,054	4,135	4,259	2	LMS
	Track	Boys	Girls	4,054	4,135	4,259	2	LMS

VARSITY	TIER VII			2026-2027	2027-2028	2028-2029	#	Bldg
Head Coach	Dance Team			3,475	3,545	3,651	1	LHS
Head Coach	Esports			3,475	3,545	3,651	1	LHS
OTHER								
Coach	Soccer Goalkeeper	Boys	Girls	3,475	3,545	3,651	2	LHS
JUNIOR VARSITY								
Coach	Cheerleading			3,475	3,545	3,651	2	LHS
	Golf	Boys	Girls	3,475	3,545	3,651	2	LHS
	Tennis	Boys	Girls	3,475	3,545	3,651	2	LHS
	Track	Boys	Girls	3,475	3,545	3,651	2	LHS
FRESHMEN								
Coach	Baseball			3,475	3,545	3,651	1	LHS
	Cheerleading (Fall)			3,475	3,545	3,651	1	LHS
	Cheerleading (Winter)			3,475	3,545	3,651	1	LHS
	Volleyball		Girls	3,475	3,545	3,651	1	LHS
MIDDLE SCHOOL								
Head Coach	Volleyball		Girls	3,475	3,545	3,651	4	LMS
Head Coach	Volleyball	Boys		3,475	3,545	3,651	1	LMS

VARSITY	TIER VIII			2026-2027	2027-2028	2028-2029	#	Bldg
Assistant Coach	Academic Quiz Team			2,896	2,954	3,043	1	LHS
MIDDLE SCHOOL								
Coach	Cheerleading			2,896	2,954	3,043	4	LMS
Assistant Coach	Cross Country			2,896	2,954	3,043	2	LMS
	Lacrosse	Boys	Girls	2,896	2,954	3,043	4	LMS
	Tennis	Boys	Girls	2,896	2,954	3,043	2	LMS
	Track			2,896	2,954	3,043	4	LMS
	TIER IX						#	Bldg
Asst. Coach	Esports			1,737	1,772	1,825	1	LHS
Coach	Winter Track	Boys	Girls	1,737	1,772	1,825	2	LHS
Coach	Unified Track			1,737	1,772	1,825	1	LHS
	OTHER						#	Bldg
	Special Needs Support	Boys	Girls	1,158	1,181	1,216	1	DIST
	Event Manager			28.95/hr max 1158 (40 hours)	29.53/hr max 1181 (40 hours)	30.42/hr max 1216 (40 hours)	1	LHS
	Event Manager			28.95/hr max 1158 (40 hours)	29.53/hr max 1181 (40 hours)	30.42/hr max 1216 (40 hours)	1	LMS

APPENDIX Ib

LOVELAND ACADEMIC SUPPLEMENTAL SALARY SCHEDULE 2026-2029				
Tier I				
Activity	BLDG	**2026-2027**	**2027-2028**	**2028-2029**
Robotics	LHS	3,475	3,545	3,651
Yearbook	LHS	3,475	3,545	3,651
Saturday School/ Detention	LHS	3,475	3,545	3,651
Washington DC Trip Coordinator	LMS	3,475	3,545	3,651
Tier II		**2026-2027**	**2027-2028**	**2028-2029**
District Music Advisor	Dist	2,896	2,954	3,043
LPDC Chair	Dist	2,896	2,954	3,043
Asst. Robotics	LHS	2,896	2,954	3,043
Class Advisors- Seniors	LHS	2,896	2,954	3,043
Class Advisors-Freshman	LHS	2,896	2,954	3,043
Class Advisors-Juniors* (Also does Prom)	LHS	2,896	2,954	3,043
Class Advisors-Sophomores	LHS	2,896	2,954	3,043
Dept Chair - Art	LHS	2,896	2,954	3,043
Dept Chair - English	LHS	2,896	2,954	3,043
Dept Chair - Foreign Language	LHS	2,896	2,954	3,043
Dept Chair - Health/PE	LHS	2,896	2,954	3,043
Dept Chair - Math	LHS	2,896	2,954	3,043
Dept Chair - Music	LHS	2,896	2,954	3,043
Dept Chair - Science	LHS	2,896	2,954	3,043
Dept Chair - Social Studies	LHS	2,896	2,954	3,043
Dept Chair - Special Education	LHS	2,896	2,954	3,043
Dept Chair - Tech/Business	LHS	2,896	2,954	3,043
National Honor Society	LHS	2,896	2,954	3,043
Student Activity	LHS	2,896	2,954	3,043
Student Council	LHS	2,896	2,954	3,043
Tigers, Inc	LHS	2,896	2,954	3,043
Robotics	LMS	2,896	2,954	3,043
Yearbook	LMS	2,896	2,954	3,043
Tier III				
K-8 SUBJECT AREA LEADERS		**2026-2027**	**2027-2028**	**2028-2029**
English Language Arts	LECC	2,317	2,363	2,434
Math	LECC	2,317	2,363	2,434
Science/Social Studies	LECC	2,317	2,363	2,434
English Language Arts	LPS	2,317	2,363	2,434
Math	LPS	2,317	2,363	2,434
Science/Social Studies	LPS	2,317	2,363	2,434
English Language Arts	LES	2,317	2,363	2,434
Math	LES	2,317	2,363	2,434
Science	LES	2,317	2,363	2,434
Social Studies	LES	2,317	2,363	2,434
English Language Arts Split - 5th & 6th	LIS	2,317	2,363	2,434
Math - 5th & 6th	LIS	2,317	2,363	2,434
Science - 5th & 6th	LIS	2,317	2,363	2,434

Social Studies - 5th & 6th	LIS	2,317	2,363	2,434
Special Education	LIS	2,317	2,363	2,434
English Language Arts	LMS	2,317	2,363	2,434
Math	LMS	2,317	2,363	2,434
Science	LMS	2,317	2,363	2,434
Social Studies	LMS	2,317	2,363	2,434
Saturday School/ Detention	LMS	2,317	2,363	2,434
K-8 Grade Level Coordinators		**2026-2027**	**2027-2028**	**2028-2029**
Kindergarten	LECC	2,317	2,363	2,434
First Grade	LPS	2,317	2,363	2,434
Second Grade	LPS	2,317	2,363	2,434
Third Grade	LES	2,317	2,363	2,434
Fourth Grade	LES	2,317	2,363	2,434
Fifth Grade	LIS	2,317	2,363	2,434
Sixth Grade	LIS	2,317	2,363	2,434
Seventh Grade	LMS	2,317	2,363	2,434
Eighth Grade	LMS	2,317	2,363	2,434
Student Activities				
Newspaper	LHS	2,317	2,363	2,434
Prom	LHS	2,317	2,363	2,434
Student Council	LMS	2,317	2,363	2,434
National Junior Honor Society	LMS	2,317	2,363	2,434
Mentor Teacher Chair	Dist	2,317	2,363	2,434
Tier IV				
Link Crew	LHS	1,500	1,530	1,576
Tier V				
Local Professional Development/Mentors		**2026-2027**	**2027-2028**	**2028-2029**
Ambassador	LHS	1,158	1,181	1,216
LPDC Member	LHS	1,158	1,181	1,216
LPDC Member	LHS	1,158	1,181	1,216
LPDC Member	LMS	1,158	1,181	1,216
LPDC Member	LIS	1,158	1,181	1,216
LPDC Member	LES	1,158	1,181	1,216
LPDC Member	LPS	1,158	1,181	1,216
LPDC Member	LECC	1,158	1,181	1,216
Mentor Teachers (14 - Positions)	DISTRICT	1,158	1,181	1,216
Site Supervisor (10 Events)	LMS	1,158	1,181	1,216
Camp Kern Coordinator	LIS	1,158	1,181	1,216
Tier VI				
		500	510	525
STIPEND POOL				
Payout to be distributed per building	LHS	12,000		
based upon approval process	LMS	10,500		
	LIS	8,000		
	LES	1,000		
	LPPS	1,000		
	LECC	1,000		

APPENDIX 1c

LOVELAND FINE ARTS SUPPLEMENTAL SALARY SCHEDULE 2026-2029

DIRECTOR	TIER I	2026-2027	2027-2028	2028-2029	#	Bldg	
	Marching Band	7,159	7,521	7,979	1	LHS	
	Show Choir	7,159	7,521	7,979	1	LHS	

DIRECTOR	TIER II	2026-2027	2027-2028	2028-2029	#	Bldg
	Band	4,176	4,387	4,654	1	LHS
	Choir	4,176	4,387	4,654	1	LHS
	Jazz Band	4,176	4,387	4,654	1	LHS
	Orchestra	4,176	4,387	4,654	1	LHS

DIRECTOR	TIER III	2026-2027	2027-2028	2028-2029	#	Bldg
	Band	3,579	3,761	3,989	1	LMS
	Choir	3,579	3,761	3,989	1	LMS
	Orchestra	3,579	3,761	3,989	1	LMS
	Show Choir	3,579	3,761	3,989	1	LMS
Assistant	Show Choir	3,579	3,761	3,989	2	LHS
	Marching Band	3,579	3,761	3,989	2	LHS
	Marching Band Brass	3,579	3,761	3,989	1	LHS
	Marching Band Guard	3,579	3,761	3,989	2	LHS
	Marching Band Percussion	3,579	3,761	3,989	1	LHS
	Marching Band Woodwind	3,579	3,761	3,989	1	LHS

DIRECTOR	TIER IV	2026-2027	2027-2028	2028-2029	#	Bldg	
	Drama (per show)	2,983	3,134	3,325	1	LHS	Max 2 events/year
	Stage Band	2,983	3,134	3,325	1	LMS	
Assistant	Band	2,983	3,134	3,325	1	LHS	
	Choir	2,983	3,134	3,325	1	LHS	
	Pep Band	2,983	3,134	3,325	1	LHS	
	Show Choir Band	2,983	3,134	3,325	1	LHS/LMS	

DIRECTOR	TIER V	2026-2027	2027-2028	2028-2029	#	Bldg	
	Drama Assistant Director (per show)	2,319	2,436	2,584	2	LHS	Max 2 events/year
	Drama Musical Director (school year max)	2,319	2,436	2,584	1	LHS	
	Drama (per show)	2,319	2,436	2,584	1	LMS	Max 2 events/year
	Drama Producer (both shows)	2,319	2,436	2,584	1	LHS	
	Drama Producer (both shows)	2,319	2,436	2,584	1	LMS	
	Winter Percussion	3,579	3,761	3,989	1	LHS	
	Winter Guard	3,579	3,761	3,989	1	LHS	
	Beginning Band	2,319	2,436	2,584	2	LIS	
	Beginning Choir	2,319	2,436	2,584	1	LIS	
	Beginning Orchestra	2,319	2,436	2,584	2	LIS	

DIRECTOR	TIER VI	2026-2027	2027-2028	2028-2029	#	Bldg	
	Drama Musical	1,789	1,880	1,994	1	LMS	
Assistant	Drama (per show)	1,789	1,880	1,994	2	LMS	Max 2 events/year
Assistant	Show Choir	1,789	1,880	1,994	1	LMS	
Advisor	Thespian Society	1,789	1,880	1,994	1	LHS	

ELEMENTARY	OTHER	2026-2027	2027-2028	2028-2029	#	Bldg	
	Music Directors	298	313	333	4	LECC, LES & LPS	Max 4 events/year
	Fine Arts Night	298	313	333	4	LES , LIS & LPS	Max 4 events/year
	Drama Tech Director (per show)	562	590	626	1	LMS	Max 2 events/year
	Drama Tech Director (per show)	562	590	626	1	LHS	Max 2 events/year

APPENDIX II

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

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

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

APPENDIX III

RESIDENT EDUCATOR MENTORING

- The Board shall have a mentoring program for Resident Educators (RE) in years 1, 2, and 3, as defined by the Ohio Department of Education.
- The program shall be coordinated by a bargaining unit member who has received Ohio Department of Education mentoring training and will be selected by the Administration.
- Teacher mentors will be selected by from the Association by the coordinator and the administration. Mentors must receive Ohio Department of Education mentoring training.
- The salaries of the coordinator and the mentors shall be computed by multiplying the appropriate index number by the BA column, Step 5 and listed in the Supplemental Salary Schedule.
- It is agreed that the posting process will not be required in the selection of the coordinator and mentors. If mentors have more than one EYT mentee, they will receive full stipend for each.
- Every mentee in the district will be assigned a mentor.
- New teachers who do not qualify for the Resident Educator program may be assigned a mentor at the discretion of the administration. Mentors in these situations would be compensated according to the above.
- The Memorandum will expire June 30, 2021

For the Association: _____ Date: _____

For the Board: _____ Date: _____

APPENDIX IV

3120.06 - SELECTING STUDENT TEACHERS/ADMINISTRATIVE INTERNS

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

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

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

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

The following conditions shall also be met:

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

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

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

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

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

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

R.C. 2909.34, 3319.282, 3319.39

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

9130.01 - PUBLIC COMPLAINTS ABOUT THE CURRICULUM OR INSTRUCTIONAL MATERIALS

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

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

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

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

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

2. Following receipt of the formal complaint, the Superintendent provides for a re-evaluation of the material in question. He/She arranges for the appointment of a review committee from among the faculty and community to consider the complaint.

3. The Superintendent reviews the complaint and the committee's re-evaluation and renders a decision in the matter. Should the decision be unsatisfactory to the complainant, it may be appealed to the Board.

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

R.C. 3329.07; 3329.08; 3329.09

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

Adoption 6/15/99

AG9130.01 – COMPLAINT REVIEW COMMITTEE PROCEDURES

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

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

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

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

B. requests that specified material be removed from curriculum.

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

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

When films or other nonprint materials are challenged for their appropriateness for use in the school instructional program by parents or legal guardians, the appropriate form provided for this purpose shall

be used. Written information specifying the precise nature of the objection shall be given. If a complainant wants to review the materials, they may do so in a designated area on District property. When such a request for reconsideration is received, the committee procedures shall be as follows:

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

A building review committee will function as follows.

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

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

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

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

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

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APPENDIX V

Glossary of Abbreviations

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