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AGREEMENT

BETWEEN THE

LIBERTY-BENTON LOCAL BOARD OF EDUCATION

AND THE

LIBERTY-BENTON TEACHERS' ASSOCIATION

*Effective July 1, 2010 through July 1, 2013*

**TABLE OF CONTENTS**

ARTICLE I RECOGNITION DEFINITIONS ..... 1

    A. Recognition ..... 1

    B. Definitions..... 1

ARTICLE II NEGOTIATIONS PROCEDURE..... 2

    A. Scope of Negotiations ..... 2

    B. Request for Negotiations..... 2

    C. Negotiations Meetings ..... 2

    D. Representation..... 2

    E. Exchange of Information ..... 3

    F. News Releases ..... 3

    G. Agreement..... 3

    H. Disagreement ..... 4

    I. Distribution of Negotiated Agreements ..... 4

    J. Severability ..... 4

ARTICLE III GRIEVANCE PROCEDURE..... 5

    A. Definitions..... 5

    B. Procedural Steps..... 5

    C. General Provisions or Conditions ..... 7

    D. Grievance Form ..... 7

ARTICLE IV ASSOCIATION RIGHTS ..... 7

    A. Association Leave ..... 7

    B. Bulletin Boards/Mail..... 8

    C. Use of Facilities ..... 8

    D. Exclusive Representation..... 8

E.	Committee Representation.....	8
F.	Activities at Faculty Meetings .....	8
G.	Board Policy Notification .....	8
H.	Building Communications .....	9
I.	Labor-Management Meetings.....	9
J.	Board Agenda .....	9
ARTICLE V WORK DAY/WORK WEEK/WORK YEAR.....		10
A.	Work Day.....	10
B.	Attendance at Faculty Meetings/Parent Conferences .....	10
C.	Work Week.....	10
D.	Work Year.....	10
E.	School Calendar .....	11
F.	In-Service.....	11
G.	Open House.....	11
ARTICLE VI WORK CONDITIONS.....		11
A.	Class Size.....	11
B.	Personnel Files.....	11
C.	Staff Involvement.....	12
D.	Sequence of Teaching Contracts.....	12
E.	Substitute Teachers .....	13
F.	Telephones .....	13
G.	Vacancies .....	13
H.	Physical Examinations .....	14
I.	Activities Passes.....	14
J.	Travel Time.....	14

K.	Building Access .....	14
L.	IEP Writing .....	14
M.	Collaboration Time .....	14
N.	Teacher Misconduct.....	14
O.	Teacher Licensure.....	15
P.	Complaints Procedure.....	15
ARTICLE VII EVALUATION PROCEDURE .....		15
A.	Observation of All Teachers .....	16
B.	Evaluation of Teachers Whose Limited Contracts Expire in Current Year.....	16
C.	Evaluation of Teachers Whose Limited Contracts Do Not Expire in Current Year and Evaluation of Teachers on Continuing Contract.....	17
D.	Teacher Evaluation During 2012-2013 Contract Year: "The Bridge Year" .....	17
E.	2013-2014 Performance Standards Pilot & Related Teacher Evaluation Components Starting in 2012-2013 Contract Year .....	17
F.	Non-Renewal of Teachers on Limited Contract .....	18
G.	Employee Remediation Program .....	19
ARTICLE VIII REDUCTION IN FORCE.....		19
A.	Federal/State Funded Positions .....	19
B.	Notification .....	19
C.	Reduction by Attrition .....	20
D.	Suspension of Limited Contracts.....	20
E.	Seniority.....	20
F.	Suspension of Continuing Contracts.....	20
G.	Restoration Rights.....	20
H.	Consideration as Substitute.....	21

I.	Files.....	21
ARTICLE IX LEAVES OF ABSENCE (PAID AND UNPAID) .....		21
A.	Personal Leave (Paid) .....	21
B.	Sick Leave.....	22
C.	Assault Leave.....	23
D.	Leaves of Absence (Unpaid).....	24
E.	Professional Leave .....	24
F.	Jury Duty.....	25
G.	Family and Medical Leave Act:.....	25
H.	Pool for Catastrophic Illness and Injury .....	27
I.	Bereavement Leave.....	28
ARTICLE X INSURANCE PROVISIONS .....		28
A.	Continuation of Coverage .....	28
B.	Medical Insurance .....	29
C.	Waiver of Coverage .....	31
D.	Section 125 Plan .....	32
E.	Insurance Committee .....	32
F.	Group Life Insurance .....	32
G.	Dental Insurance .....	33
H.	Vision Insurance .....	33
ARTICLE XI SALARY AND REIMBURSEMENTS .....		34
A.	Salaries.....	34
	Performance-Based Compensation System .....	34
B.	Extra Duty Salaries .....	35
C.	Payroll Procedures .....	35

D.	Payroll Deductions for Association Dues .....	36
E.	Tuition Reimbursement .....	36
F.	Severance Pay .....	37
G.	STRS Pick-Up.....	38
H.	Mentor Program .....	38
I.	Mileage Reimbursement .....	38
J.	Special Education Work Pay .....	38
K.	Regular Class Coverage.....	38
L.	Annuity- Salary Reduction .....	39
ARTICLE XII HIRING OF RETIRED CERTIFICATED TEACHERS .....		39
ARTICLE XIII EFFECTS OF CONTRACT .....		41
A.	Non-Discrimination Clause .....	41
B.	Full Agreement .....	41
ARTICLE XIV DURATION.....		41
A.	Term of Agreement.....	41
B.	Signatures.....	42
APPENDIX A – EXTRA DUTY SALARY SCHEDULE .....		A-1
APPENDIX B - -2012 PROFESSIONAL GROWTH SELF-ASSESSMENT .....		B-1
APPENDIX C - 2012-2013 PERFORMANCE STANDARD PILOT.....		C-1

ARTICLE I  
RECOGNITION DEFINITIONS

A. Recognition

The Liberty-Benton Local Board of Education (hereinafter referred to as the “Board”) recognizes the Liberty-Benton Teachers’ Association (hereinafter referred to as the “Association”), an affiliate of the Ohio Federation of Teachers and the American Federation of Teachers, as the sole and exclusive bargaining representative for all full-time and part-time certificated employees, excluding administrative personnel, employed by the Board under a regular teaching contract.

Specifically excluded from the bargaining unit represented by the Liberty-Benton Teachers’ Association shall be substitutes, non-certificated employees, principals, assistant principals, the Superintendent, and administrative supervisory staff as defined in Chapter 4117 of the Ohio Revised Code.

B. Definitions

The following definitions apply to this Agreement unless expressly provided otherwise:

1. The “Association” means the Liberty-Benton Teachers’ Association, its affiliated organizations American Federation of Teachers [“AFT”] and Ohio Federation of Teachers [“OFT”], and persons acting on behalf of the Association or any affiliated organization.
2. The “Board” means the Liberty-Benton Local School District Board of Education and its administrators and others authorized to act on its behalf.
3. “Days” mean calendar days unless as defined in the Grievance Procedure, Article V.
4. “District” means the Liberty-Benton Local School District.
5. “Teacher” means an employee of the Board in the bargaining unit described in this Agreement.
6. “Immediate supervisor” means the supervisor to whom the teacher directly reports in relation to the subject or issue involved.

ARTICLE II  
NEGOTIATIONS PROCEDURE

A. Scope of Negotiations

Representatives of the Board and the Association will negotiate in good faith on all matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification or deletion of an existing provision of a collective bargaining agreement.

B. Request for Negotiations

1. If either of the parties desires to negotiate changes in salaries or other terms and conditions of employment which are within the authority of the Board to resolve, it shall notify the other party in writing not earlier than the first day of January, and not later than the first day of February. This notification shall include the date of writing and the signature of the individual making the request. Notification from the Association shall be served on the Superintendent and from the Board shall be addressed to the President of the Association.
2. Within ten (10) days after receipt of such notice (see C. below), an initial meeting will be scheduled for the purpose of permitting the party requesting negotiations to submit items for negotiations. Both parties shall submit their items for negotiations. The parties shall submit to each other their proposals for negotiations in such written detail so that the proposals, if agreed to by the other party, would express the whole agreement between the parties with respect thereto. Thereafter neither party shall submit additional items for negotiations except with the consent of the other party.

C. Negotiations Meetings

An agreement will be reached by the Board and representatives of the Association within ten (10) days of the request as to the time and place of the meeting which shall be held within thirty (30) days after the request has been submitted, unless both parties agree to an extension of time.

Further meetings may be held at the request of either party involved, and negotiations shall be completed by a mutually agreed time. Negotiations meetings shall be confidential and closed to the public unless mutually agreed to by both parties.

D. Representation

1. Representatives and/or members of the Board shall meet with designated representatives of the Association to negotiate in good faith. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives.

2. The parties may call upon competent professional and lay representatives to consider matters under discussion and to make suggestions. Up to three (3) consultants may be used by each of the parties in any of the negotiations meetings. Necessary clerical assistance costs shall be shared equally by the Board and the Association.
3. The parties may appoint joint study committees to research, study, and develop projects, reports and programs, and to make recommendations on matters under consideration. The committees shall report all findings to both parties. The reasonable costs for such committees shall be shared equally by the Board and the Association.

E. Exchange of Information

The Board and Superintendent agree to furnish the Association, upon request and in reasonable time, both prior to and during negotiations, all available information concerning financial resources of the District and such other information deemed necessary to assist the Association in developing intelligent, accurate, and constructive programs on behalf of the teachers, the students, and the educational program.

The Association agrees to furnish, upon request, all available information on its proposals to the Board to support the development of sound programs for the school district.

F. News Releases

Until complete agreement is reached on all matters which are the subjects of negotiations, no news releases or statements to the media shall be made unless approved by both the Board and the Association.

G. Agreement

1. As tentative agreement is reached on items which are the subjects of negotiations, the agreement shall be reduced to writing and initialed by the chief negotiator of each party. Such initialing shall be construed as a tentative agreement by both parties on that item or issue, subject to finalization by ratification by the Association and adoption by the Board.
2. When agreement has been obtained on all issues submitted to the process, or issues have otherwise been resolved, it shall be presented to the Association for ratification within ten (10) days and then to the Board for approval at the next regular Board meeting unless at its discretion the Board calls a special meeting at an earlier date.
3. Upon approval by both parties, all items agreed to through negotiations shall be incorporated into the "Negotiated Agreement" document. The revised contract shall be signed on behalf of the parties. There shall be three (3) signed copies of this document. One (1) copy shall be retained by the Board, one (1) copy by the Association, and one (1) copy will be sent to the State Employees Relations

Board. Within thirty (30) days or by the first day of the new school year (whichever is later), copies, of same shall be distributed by the Association to all persons in the bargaining unit. The Association shall be responsible for the typing of the Agreement and shall reproduce the contract. The cost of materials used in preparation of said copies shall be shared equally by the Board and the Association. The number of copies to be printed shall be mutually agreed to by the Superintendent and the Association President.

H. Disagreement

1. If agreement is not reached within sixty (60) days, or such greater lengths of time as the parties may mutually agree upon, either party may declare that a state of impasse exists. Upon declaration of impasse and the stating of issues upon which impasse exists, either party may request the use of a mediator to resolve issues of disagreement. Within seven (7) calendar days, a mediator shall be requested through the Federal Mediation and Conciliation Service (FMCS), according to their voluntary rules and regulations. The mediator shall meet with the parties either jointly or separately and shall take such steps as he/she deems appropriate to persuade the parties to resolve their differences and to effect a mutually acceptable agreement.
2. The parties agree that the mediation process, as outlined above, shall constitute a mutually agreed upon dispute settlement procedure that supersedes the statutory procedures set forth in O.R.C. 4117.14. The parties further agree that this mediation process shall be utilized for bargaining leading to a successor contract as well as for any interim bargaining which may occur during the life of the collective bargaining agreement between the parties.
3. If mediation, pursuant to the above, fails to reach an agreement, the Association may exercise their right under O.R.C. 4117.14 (D)(2) for a successor agreement only.

I. Distribution of Negotiated Agreements

After approval by both parties, negotiated items shall be incorporated into the "Negotiated Agreement" document between the Board and the Association. Three (3) copies of the "Negotiated Agreement" shall be provided by the Board to all Liberty-Benton libraries for employee reference.

J. Severability

This Agreement supersedes and prevails over all statutes of the State of Ohio (Except as specifically set forth in Section 4117.10 (A), Revised Code), and regulations of the employer. However, should a court of competent jurisdiction, determine after all appeals or times for appeal have been exhausted, that any provisions herein are unlawful, such provisions shall be automatically terminated but all other provisions of the Agreement shall remain in full force and effect.

The parties shall meet within ten (10) days after the final determination to bargain over its impact and to bring the Agreement into compliance. If the parties fail to reach agreement over the affected provision, the dispute settlement procedure as per Article 1, Section H., Disagreement, shall be utilized to resolve the dispute. It is further recognized that this will constitute as interim bargaining.

### ARTICLE III GRIEVANCE PROCEDURE

#### A. Definitions

*Grievance* - a claim by a bargaining unit member or the Association that there has been a misinterpretation, misapplication, or violation of the negotiated agreement.

*Days* - in this Grievance Procedure, the term "days" shall mean all weekdays, except Saturday, Sunday, legal holidays, or school calendar days not in session.

*Grievant* - An individual or the Association acting on behalf of an individual or a group of employee(s).

#### B. Procedural Steps

The grievant and his/her immediate supervisor are encouraged and directed to resolve problems through free and informal communications. Should such informal processes fail to satisfy the grievant, then a grievance may be processed as follows:

1. Within ten (10) working days following an incident giving rise to a grievance, the employee shall first discuss the matter, either personally or accompanied by a representative, with his/her principal or immediate supervisor who shall endeavor to effect a solution. The employee shall inform the principal that the discussion involves a grievance.
2. If the grievance is not mutually resolved within five (5) days after the discussion at Step 1, the employee may, within five (5) days of the Step 1 deadline, request to convene the Conflict Resolution Committee (CRC). The purpose of the CRC is to meet with the grievant and his/her immediate supervisor to attempt to resolve the grievance through collaborative problem solving techniques. The Board and the Association shall annually appoint three (3) representatives, each trained in interest based problem solving and consensus decision making. The active committee, comprised of two (2) Association representatives and two (2) Board representatives, excluding the grievant and his/her immediate supervisor, shall be selected from these six (6) people. If the employee chooses not to convene the CRC, the grievance is ended.

Within ten (10) days of the request to the CRC, the committee shall convene and meet with the grievant and his/her immediate supervisor to reach consensus. If the CRC cannot reach consensus, discussions and potential settlements developed in

the committee are considered confidential and shall not be introduced as evidence or testimony during any subsequent hearings.

3. If the CRC cannot reach a consensus within five (5) days of the initial meeting, the grievant may, within five (5) days submit a written appeal to the Superintendent on the form which can be obtained from the Association. Such hearing shall be conducted within five (5) working days after receipt of such request. If desired by the grievant, an Association representative may speak on behalf of the teacher. The Superintendent shall take action on the appeal of the grievance within five (5) working days after the receipt of the appeal or, if a hearing is requested, within five (5) working days after the hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant, the building principal or immediate supervisor, and the Association President.
4. If the grievant is not satisfied with the disposition of the grievance through Step 3, he/she may, within five (5) working days following the receipt of such disposition, submit a written appeal to the Board.

The grievant shall have the right to request a hearing with the Board. If desired by the grievant, an Association representative may speak on behalf of the grievant. Upon receipt of such request, the Board will set a date for the hearing and notify the grievant as to the time and place of such hearing. This hearing must take place within ten (10) working days of receipt of the grievance. The action taken by the Board and the reasons therefore will be given in writing within five (5) working days of the hearing and copies sent to the Superintendent, the building principal or immediate supervisor, the grievant, and the Association President.

5. If the decision of the Board is not satisfactory, the grievant may, with the approval of the Association, request the grievance be submitted for binding arbitration. The demand for binding arbitration shall be submitted to the American Arbitration Association (AAA) within ten (10) days after receipt of the Step 4 disposition. A copy of the demand will be mailed to the Superintendent at the same time as to AAA with return receipt requested or hand delivered with the date of receipt noted. An arbitrator shall be selected in accordance with the Voluntary Rules and Regulations of the American Arbitration Association. A hearing shall be held for the purpose of permitting each party the opportunity of presenting its case regarding the grievance. The decision of the arbitrator shall be in writing and shall be rendered to the Board and the Association within thirty (30) days following the conclusion of any necessary hearing(s). The decision of the arbitrator shall be binding. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The fees for and expenses of the arbitrator shall be shared equally by the Board and the grievant.

C. General Provisions or Conditions

1. The number of days indicated at each step is considered a maximum. However, the time limits may be extended by a written agreement of the employee and the administrator concerned.
2. If no response to a grievance is made within the stipulated time limits, the grievant may, within ten (10) working days of the deadline for such response, file the grievance at the next step. If the grievant does not file a grievance or an appeal within the time limits specified above for each step, then the grievance shall be considered waived at such point.
3. If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Step 3.
4. Hearings relative to this grievance procedure shall be conducted in such a manner as not to conflict with the regularly scheduled school day for the employee(s) involved, except as may be arranged with the approval of the administrator involved. An employee engaged during the school day on behalf of the Association with any representative of the Board, in any grievance, shall be released from regular duties without loss of salary.
5. The non-renewal of limited contracts shall be governed by Section 3319.11, Ohio Revised Code, and the termination of contracts shall be governed by Sections 3319.16 and 3319.161, Ohio Revised Code, and such non-renewals and terminations shall not be subject to the grievance procedure.
6. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
7. All participants in all steps of this grievance procedure shall be exempt from discipline, reprisal, coercion, or intimidation because of such participation.

D. Grievance Form

The form to be used in the processing of grievances can be obtained from the Association.

ARTICLE IV  
ASSOCIATION RIGHTS

A. Association Leave

The Association shall be granted a maximum of three (3) days annually for Association leave purposes. Application for the leave shall be approved by the Association President with a letter of notification to the Superintendent for his/her approval. Notification for the

Superintendent's approval must be submitted two (2) weeks in advance. All expenses for such leave, except for the substitute teacher, shall be borne by the bargaining unit member and/or the Association. This leave shall be in addition to any other leave to which the employee is entitled.

B. Bulletin Boards/Mail

The Association shall have the right to post notices on a bulletin board in each building which will be provided by the Board in an area frequented by teachers. The Association may use teacher mailboxes for communications to teachers without interference or censorship by the Board or Administration.

C. Use of Facilities

Upon advance notice to the building principal, the Association may use District facilities at reasonable times and on reasonable conditions, so long as such use does not interfere with the regular teacher work day or school activities. Authorized representatives of the Association may transact Association business on school property.

D. Exclusive Representation

The Association shall be the exclusive representative of members in the bargaining unit.

E. Committee Representation

When the Board of Education forms a committee in which the Board determines a need for teacher representation, one (1) member of said committee shall be appointed by the Association.

Whenever a committee is to be formed, the Superintendent shall notify the Association President in a timely fashion to allow the Association sufficient time to choose the teacher representative(s) to the committee.

F. Activities at Faculty Meetings

The Association shall be allowed to hold a meeting for reports and announcements on Association activities immediately after the conclusion of any faculty meeting, including the orientation program for new teachers.

G. Board Policy Notification

The Board shall provide the Association with one (1) copy of a Board policy handbook. The Superintendent will forward (in writing) any modification to this handbook within ten (10) work days of said change to the Association President.

H. Building Communications

A Building Communications Committee shall be in place as a proactive vehicle of collaborative communication to serve the needs of each building. Issues relating to efficient and effective building operations may be brought to the Building Communications Committee for consideration. The purpose is to open up communications and provide a network for discussion of issues which result in improving the quality of student achievement and contributing to an optimum learning environment in Liberty-Benton Schools. Either bargaining unit members or the administration may make use of this collaborative process to search out input and aid in decision making. The goal of the Building Communications Committee is to reach consensus on those issues presented to them. The Building Communications Committee does not have the authority to alter contract language, nor consider grievances.

The members of the Building Communications Committee will be trained annually in Interest-based bargaining principles (as instructed by the F.M.C.S.) to use effective communicating, listening, consensus decision making, and problem solving. Training will be provided to administrators and at least four (4) bargaining unit members per building. For each meeting, the Building Communications Committee will be comprised of up to two (2) administrators and up to two (2) bargaining unit members. The bargaining unit will be responsible for selecting their two (2) representatives at any given meeting. The administration will select its two (2) representatives.

The Building Communications Committee will meet monthly, unless the parties agree otherwise. Neither party may veto the issues to be presented by either side. The bargaining unit members may select one (1) issue to be discussed and the administration may select one (1) issue to be discussed at each meeting. Additional issues will only be discussed if mutually agreed. An agenda of items to be discussed will be developed in advance of each meeting.

I. Labor-Management Meetings

The Superintendent shall meet once a month with the Association President or his/her designee at the request of either party to discuss matters of concern to either or both groups. Requested meetings will be held at a time that is mutually acceptable to the parties involved. Renegotiations of the contract or grievances shall not be a function of these meetings. Clarification of the existing language or the grievance procedure may be permitted for discussion.

J. Board Agenda

All bargaining unit members will be able to access a digital copy of the agenda. Receipt for the agenda and minutes will be at the time of normal public distribution. One (1) set of attachments other than those prohibited by the right to privacy will be sent to the Association President along with a Treasurer's Report.

ARTICLE V  
WORK DAY/WORK WEEK/WORK YEAR

A. Work Day

The work day for all employees represented by the Association shall not exceed seven (7) hours and fifteen (15) minutes, inclusive of the time periods specified in the following paragraphs:

1. All employees shall be entitled to an uninterrupted, duty-free lunch period of not less than thirty (30) minutes.
2. Under normal circumstances all full-time employees shall be scheduled for at least two hundred (200) minutes per week of planning/conference time and may be assigned no additional duties during this time except on a volunteer basis. Also under normal circumstances, to the extent possible, a minimum block of planning/conference time shall be 25 (twenty-five) minutes.
3. No elementary teacher shall be required to supervise students any earlier than ten (10) minutes prior to the start of the student instructional day.
4. The building administrator for each district building shall set the time parameters within which the employees of the respective buildings shall perform the seven (7) hour and fifteen (15) minute work day.

B. Attendance at Faculty Meetings/Parent Conferences

Employees shall be expected to attend regularly scheduled faculty meetings and may be requested to participate in parent conferences at times which would extend the normal workday.

C. Work Week

The work week will be for five (5) days, Monday through Friday inclusively.

D. Work Year

For all employees represented by the Association (except those on extended service) the work year shall consist of one hundred eighty-four (184) days.

One existing workday prior to the beginning of the school year shall be used for teachers to work in their classrooms. One existing workday prior to the beginning of the school year shall be assigned by the administration for purposes deemed necessary by the administration.

E. School Calendar

Prior to the Superintendent meeting with the county superintendents to create a common calendar for future academic year(s), the Association shall submit to the Superintendent its interests and concerns regarding the school calendar.

F. In-Service

There shall be one In-Service duty day for all teachers, to be determined by the administration.

G. Open House

Open House shall occur during the work year.

ARTICLE VI  
WORK CONDITIONS

A. Class Size

Every effort will be made to limit maximum class size in grades K-12 to twenty-five (25) students per class.

When class size exceeds an average of thirty (30) students in a grade level for grades K-5, an aide will be provided for that grade level.

When class size exceeds thirty (30) students in grades 6-8, an aide will be provided for that class.

When class size exceeds thirty-two (32) students in a class for grades 9-12, an aide will be provided for that class.

B. Personnel Files

The Superintendent will develop and implement a comprehensive and efficient system of personnel records, under the following guidelines:

1. A personnel folder for each employee will be accurately maintained in the Board office.
2. In addition to the application for employment and references, personnel folders will contain records and information relative to compensation, evaluations, and such other information as may be required by the state or considered pertinent.
3. At no time shall the personnel file for a teacher be opened to the public unless the material requested is considered as public information as per statute.
4. Each employee will have the right, upon request, to review the contents of his/her own personnel file as per statute. Such request will be made to the

Superintendent and scheduled for a time convenient for the parties involved. The employee may be accompanied by another individual of his/her choice.

5. The employee shall be informed of any written complaint by a parent, student, or any other person which is directed toward them if such will become a matter of records in the personnel file. The employee shall have the right for inspection, rebuttal and a hearing to determine the accuracy of such material.
6. Employees may make written rebuttal to any information contained in the file. Any written objection must be content-appropriate and signed by the staff member and will become part of the employee's personnel file. Anonymous material from unidentified sources will not be placed in a staff member's file.
7. When a teacher's personnel file is reviewed for information other than personal data (i.e., date of birth, address, Social Security number, etc.) a record will be kept of who reviewed it, the date reviewed and the reasons for such review. The Board reserves the right to review the personnel file in executive session during any Board meeting.

C. Staff Involvement

The administration may consult with the professional staff on building and District-wide concerns. This consultation may include, but not be limited to, such topics as student discipline, staff meetings, supplies, and room assignments. Such consultation, however, shall not restrict the Board's right to manage the District in their determination of the best interest of Liberty-Benton Local Schools.

D. Sequence of Teaching Contracts

1. For full-time bargaining unit members, the sequence for the issuance of limited teaching contracts shall be as follows:

	<u>Length of Contract</u>
1st contract	one year
2nd contract	one year
3rd contract	one year
4th contract	two year
5th contract	three years
(and all subsequent limited contracts)	

2. The Board and the administration retain the right to deviate from the above sequence in situations which require performance improvement. The reasons for this deviation shall be documented and presented to the employee in writing.
3. All part-time teachers shall be issued only one-year limited contracts.

4. Full-time bargaining unit members shall be eligible for continuing contracts upon completion of any multi-year contract and other applicable requirements in accordance with Ohio Revised Code Section 3319.11. The Superintendent shall make the final determination with respect to continuing contract eligibility and shall make a recommendation regarding the same to the Board when appropriate. If the Superintendent determines that a bargaining unit member is not eligible for continuing contract, then the Superintendent will provide that bargaining unit member with an explanation as to why he/she was not eligible for a continuing contract. Continuing contracts may also be awarded to bargaining unit members who have attained a continuing contract in another school district in Ohio, upon the determination and recommendation of the Superintendent.

5. Certificates/Licenses

Unit members shall notify the Treasurer as soon as any new certificate/license is received by the individual. It shall be the responsibility of each unit member to apply and qualify for the renewal of any certificate/license and to file such certificate/license with the Treasurer.

6. Teachers eligible for continuing contract shall submit a request in writing to the Superintendent by March 1.

E. Substitute Teachers

Every effort will be made to obtain substitute teachers for all absent classroom teachers.

F. Telephones

An area in each building shall be designated for use of faculty members who need to have confidential phone conferences in a location which provides privacy. Personal long distance calls are to be charged to staff members' private home phones.

G. Vacancies

As vacancies in teaching and/or extra-curricular positions become known to the administration, and the Board makes the determination to fill those vacancies, the vacancy(ies) shall be posted on bulletin boards in each building. Vacancies which occur subsequent to the close of the school year will be listed on the Board of Education's website.

Members of the present staff interested in positions announced shall submit a written statement indicating the position desired to the Superintendent within ten (10) days after the vacancy is posted. All such requests shall be given full consideration before an employment recommendation is made for any position posted as a vacancy.

H. Physical Examinations

The Board agrees that if any employee is required by the Board to have a physical examination or x-ray, the Board shall pay the cost of such x-ray or examination as long as the examination includes only those items on a prescribed physical form.

I. Activities Passes

Each Association member shall receive a general admission family pass to all activities sponsored by Liberty-Benton schools, except to events with limited seating, to which each member shall receive two (2) general passes per event.

J. Travel Time

Adequate travel time shall be provided for teachers moving between District school buildings. Such time will not be in lieu of planning time.

Compensation for travel between buildings shall be made at the end of each semester contingent upon the submission to the Treasurer of mileage logs.

K. Building Access

Upon request, all members of the bargaining unit will be given building access outside the work day.

L. IEP Writing

For the purpose of writing individual education plans (IEP) and performing responsibilities related to testing, a special education teacher will be provided two (2) hours of release time per special education student per school year for which such teacher is writing those students' IEPs and performing testing responsibilities. The designated amount of release time shall not exceed five (5) days per school year. Such teacher must elect to use such release time in whole day increments. The teacher must provide the District three (3) work days notice prior to using such release time in order to find a substitute.

M. Collaboration Time

The Board of Education will provide two hours five (5) times per school year through the conveyance of late start days for the purposes of collaboration. The administration and employees shall work together to develop appropriate guidelines and programming related to the use of this collaboration time. Final approval of collaboration time, guidelines and programming shall be made by the building administrator.

N. Teacher Misconduct

Any teacher who is engaged in any of the following acts will be reported immediately to the Superintendent of Public Instruction:

1. Guilty plea to or conviction of any disqualifying offense defined in Ohio Revised Code Section 3319.39 or any other criminal offenses applicable to teachers as defined in Ohio Revised Code Section 3319.31;
2. Initiation of termination or non-renewal proceedings against the teacher as a result of any act that is unbecoming to the teaching profession or any disqualifying criminal offense as defined in Ohio Revised Code Section 3319.39 or any other criminal offense applicable to teachers as defined in Ohio Revised Code Section 3319.31;
3. Resignation due to threat of termination or non-renewal proceedings against the teacher as a result of any act that is unbecoming to the teaching profession or any disqualifying criminal offenses as defined in Ohio Revised Code Section 3319.39 or any other criminal offense applicable to teachers as defined in Ohio Revised Code Section 3319.31;
4. Resignation due to or in the course of an investigation by the Board into whether or not the teacher has committed an act that is unbecoming to the teaching profession or a disqualifying criminal offense as defined in Ohio Revised Code Section 3319.39 or any other criminal offense applicable to teachers as defined in Ohio Revised Code Section 3319.31.

Teachers are under a continual obligation to report any and all of the above actions to the Superintendent within two (2) days of knowledge of the action on the part of the teacher.

O. Teacher Licensure

Any teacher who does not possess a valid teaching license on or before the first day of the first payroll period of any school year shall not be permitted to teach nor shall be compensated for teaching until such time as he/she has furnished the treasurer with a copy of his/her valid teaching license.

P. Complaints Procedure

No anonymous complaints, including complaints and/or allegations made by unidentified accusers, and anonymous letters, will be considered unless independently verified as a result of due diligence by the administration regarding an employee.

If a complaint is made in writing regarding an employee, a copy of the complaint shall be delivered to the employee. The employee shall have the opportunity to respond in writing to the complaint.

## ARTICLE VII EVALUATION PROCEDURE

The primary purpose of evaluation is teacher improvement. It is the aim of evaluation to point out specific strong points and weaknesses, to give suggestions for improvement when necessary, and to have the evaluators ensure follow-ups in the listed areas of weakness.

A new evaluation form will be developed by LBTA and administrators by September 1, 2010. This form will have both a teacher self evaluation component and an administrator component. This form will also more closely reflect job performance expectations of District teaching staff and best practices.

A. Observation of All Teachers

Each teacher in the District shall be observed at least one (1) time each year. An observation must be at least thirty (30) minutes in length. A written record shall be kept of each observation, and signed by the teacher with his/her comments. If a teacher disagrees with the report, within five (5) days of receiving the form, the teacher may submit a written statement to be attached to the evaluation report. Such a statement will contain specific reasons why the teacher disagrees with the report. The report will become part of the teacher's file.

When a teacher teaches in more than one (1) building, he/she shall be evaluated by each administrator under whom he/she teaches.

B. Evaluation of Teachers Whose Limited Contracts Expire in Current Year

All full-time teachers whose limited contracts expire in the current year shall be evaluated in accordance with the provisions set forth below, which are consistent with those found in Ohio Revised Code Section 3319.11.1.

1. An evaluation shall be conducted at least twice in the school year in which the limited contract is expiring. One evaluation shall be conducted and completed no later than the fifteenth (15<sup>th</sup>) day of January of the year in which the limited contract is expiring and the teacher being evaluated shall receive a written report of the results of such evaluation not later than the twenty-fifth (25<sup>th</sup>) day of January of the year in which the limited contract is expiring. The other evaluation shall be conducted and completed between the tenth (10<sup>th</sup>) of February and the first (1<sup>st</sup>) day of April and the teacher being evaluated shall receive a written report of the results of such evaluation not later than the tenth (10<sup>th</sup>) day of April.
2. If a teacher whose limited contract is expiring in the current year receives results of the evaluation that indicates that there is a problem with the teacher's performance, the Superintendent and LBTA president shall be alerted.
3. All part-time teachers whose limited contracts expire in the current year shall be evaluated in accordance with the following provisions, which specifically supersede the evaluation procedures found in Ohio Revised Code Section 3319.11.1: An evaluation shall be conducted at least once in the school year in which the limited contract is expiring. The evaluation shall be conducted and completed no later than the fifteenth (15<sup>th</sup>) day of January of the year in which the limited contract is expiring and the teacher being evaluated shall receive a written report of the results of such evaluation not later than the twenty-fifth (25<sup>th</sup>) day of January of the year in which the limited contract is expiring.

C. Evaluation of Teachers Whose Limited Contracts Do Not Expire in Current Year and Evaluation of Teachers on Continuing Contract

All teachers whose limited contracts do not expire in the current year and all teachers who hold continuing contract status with the District shall be evaluated at least once per school year. The results of such evaluation shall be reduced to writing and shared with the teacher before the end of the school year.

D. Teacher Evaluation During 2012-2013 Contract Year: "The Bridge Year"

For purposes of determining teacher compensation for the 2012-2013 contract year, the parties negotiated a hybrid model. The hybrid model employs a one-year bridge document as the link in teacher thinking about compensation between their pre-existing salary schedule index to the new performance-based model. The bridge document that will be employed is called the "2011-2012 Professional Growth Self-Assessment" ("Self-Assessment"), found at Appendix B to this Agreement.

Each LBTA bargaining unit member must complete the bridge document in order to be eligible for negotiated compensation for the 2012-2013 contract year.

E. 2013-2014 Performance Standards Pilot & Related Teacher Evaluation Components Starting in 2012-2013 Contract Year

Starting in the 2012-2013 school year, teachers will be assessed, and their future compensation in contract years 2013-2014 and beyond, will be incrementally correlated to certain weighted performance-based evaluation standards. Fifty-percent (50%) of the weighted standards will be driven by District State Report Card performance; twenty-five percent (25%) of which will be assessed through district-wide performance on the State Report Card; the remaining twenty-five percent (25%) by building-wide performance.

The remaining fifty percent (50%) of the weighted standards will be divided into three categories: Goal Setting (5%); Teacher Performance (30%) and Communication/Professionalism (15%).

The purpose of the new performance-based evaluation system is to assure that every LBTA bargaining unit member has an annual review/assessment of his/her skills, goals, and performance. The annual evaluation is not new to the District, but will be more rigorous than in past years and will also permit each teacher who is not up for contract renewal with the opportunity to more proactively participate in his/her individual evaluation process.

The instrument that was negotiated to assess teacher performance in this brand new context is called the "2012-2013 Performance Standards Pilot" ("Pilot"), contained in Appendix C and summarized herein as follows:

1. Goal Setting

As part of the Pilot, starting with the 2012-2013 contract year, goal setting will be required for all LBTA bargaining unit members. Goal setting in this context will include not only personal goals being set by each teacher, but also building goals and professional goals. Personal goals will be valued at two percent (2%) and will be individual and unique to each teacher, while building goals will be valued at one percent (1%) and will be established collaboratively between each building principal and his/her teaching staff. Professional goals will be valued at two percent (2%) and will be individually established, but focused on the art of teaching.

2. Teacher Performance

In the Pilot, teacher performance will be assessed by teacher evidence and submission and administrator review of lesson plans (valued at five percent (5%)), teacher participation in individual conferences and meetings concerning students (valued at five percent (5%)), and data analysis for instruction (valued at five percent (5%)). Teacher performance will also be assessed in the Pilot through traditional LBTA contract observation and evaluation methods (for those teachers who are up for contract renewal/non-renewal during the 2012-2013 contract year); and through the employment of the Self-Assessment instrument for all others. Whichever method is employed, the results of which will be valued at fifteen percent (15%).

3. Communication/ Professionalism

The final component of the newly negotiated Pilot system is an assessment of individual bargaining unit member levels of communication and professionalism. This metric involves an assessment of punctuality (valued at five percent (5%)), teaching-related activities that bargaining unit members engage in outside the normal school day (valued at five percent (5%)), and teacher participation in continuing education and professional development (valued at five percent (5%)).

F. Non-Renewal of Teachers on Limited Contract

1. The Superintendent's decision to recommend non-renewal of a limited contract shall be based upon the teacher's performance. When such decision is made there shall be evidence of at least two (2) evaluations in accordance with section B.1., herein.

When specific weaknesses or areas of concern are identified, a conference between the teacher and the immediate supervisor will be held to discuss the weaknesses or concerns, and suggestions and instruction for improvement will be made by the immediate supervisor. Subsequent evaluation records shall reflect the extent to which the suggestions or instructions are carried out by the teacher.

2. At least one (1) week before the Board meeting at which non-renewal is to be acted upon, the Superintendent shall meet the teacher to discuss the reason(s) for the recommendation of non-renewal. At this meeting the teacher shall have the right to have a representative of his/her choice present.
3. A teacher may request a meeting with the Board of Education prior to Board action on the question of the teacher's non-renewal. At this meeting the teacher and/or his/her representative may address the Board.

G. Employee Remediation Program

The purpose of the Employee Remediation Program shall be to provide professional, peer-to-peer support to Liberty-Benton teachers who have been identified by the administration as needing professional improvement. Teachers who are to offer peer-to-peer support shall be jointly appointed by the Superintendent and LBTA president. It is understood that the role of the support teacher's input shall be advisory in nature. A written report of findings from the support teacher shall be presented to management when final consideration of re-employment is made. It is understood that the right to consider employment contract status and the right to evaluate employees shall be reserved to management.

ARTICLE VIII  
REDUCTION IN FORCE

A reduction of staff members may be made in the event that a reduction becomes necessary by reason of decreased enrollment of pupils on a district-wide or program-wide basis, the district begins operating at a deficit-spending level at which point any RIF implemented would not cause the district's staffing levels to fall below state minimum standards, return to duty of regular teachers after leaves of absence, or by reason of suspension of schools or territorial changes affecting the District. This reduction will be made in accordance with the following provisions:

A. Federal/State Funded Positions

A reduction in staff whose positions were funded by federal and/or state monies as of July 1,1995, may be made due to financial reasons - or a decrease in enrollment in their specific program areas. Such action shall, however, not reduce staffing levels in each program below the level they were at as of July 1,1995. Existence of this clause does not waive the employee's rights under Article VIII - Reduction In Force except under the specific circumstances mentioned in this paragraph.

B. Notification

On or before March 30 preceding a staff reduction, the Superintendent shall advise the Association as to why the reduction is deemed necessary, what teaching fields are to be affected, the extent of the anticipated reduction, and will provide the Association at that time with a seniority list of all employees in each teaching field. Those on continuing contracts shall be listed first according to continuous service in the District; then those limited contracts shall be listed by continuous service in the District.

C. Reduction by Attrition

Any reduction in staff will first be accomplished through attrition insofar as it is possible to do so (i.e., the number of persons affected by a reduction in staff will be kept to a minimum by not employing replacements for employees who retire or resign). The employment of replacements for some positions may be necessary, however, in the event that employees in the District do not possess the necessary certification for a position that needs to be filled.

D. Suspension of Limited Contracts

If further reductions are necessary, the Board shall proceed to suspend contracts in accordance with the recommendations of the Superintendent of Schools who shall, within each teaching field affected, give preference to teachers on continuing contracts and to teachers who have greater seniority. For purposes of this Agreement, the term "teaching field affected" shall mean affected areas of instruction as determined by areas of licensure issued by the Ohio Department of Education. Teachers who possess multiple licensure areas and who have more seniority in licensure areas that are not affected by reduction in force shall be transferred to other positions for which they are qualified, by seniority of limited and continuing contract status.

E. Seniority

Seniority shall be defined as the total number of years of continuous employment in the Liberty-Benton Local Schools.

Employees using any Board approved leave of absence shall not lose the seniority held prior to the leave, nor shall they gain additional seniority for the time on leave.

Seniority shall start as of the date the Board acted to employ the employee. In the case of more than one (1) teacher with the same date of employment, evaluation shall be the determining factor.

F. Suspension of Continuing Contracts

Employees whose continuing contracts are suspended shall have the right of restoration to continuing service status in the order of seniority of service in the District, if and teaching positions become vacant or are created for which any of such employees are or become qualified.

After restoration of employees with continuing contracts, those on limited contracts shall be restored based on seniority.

G. Restoration Rights

Restoration rights for employees whose limited contracts were suspended shall commence upon the effective date of the suspension and shall continue through the next

two (2) full school years. For employees with continuing contracts, restoration rights shall continue until the employee is returned to a teaching position.

During the restoration period, an employee shall be eligible to have his/her insurance coverage continued (when allowed by the insurance agent), provided the employee pays the premium.

An employee may be removed from the recall list if he/she:

1. waives his/her recall rights in writing,
2. resigns,
3. fails to accept recall to a full-time position for which he/she is certificated/licensed within ten (10) work days of notification,
4. fails to report to work within ten (10) work days after receipt of the notice of recall, unless sick or injured.

H. Consideration as Substitute

Employees not employed as a result of the staff reduction will be given preferential consideration as substitute teachers.

I. Files

Personnel files and written notifications of contract suspension or non-renewal which are the result of the above procedures shall clearly indicate that such was due to a reduction in staff.

ARTICLE IX  
LEAVES OF ABSENCE  
(PAID AND UNPAID)

A. Personal Leave (Paid)

All bargaining unit members shall be granted up to three (3) days of unrestricted, noncumulative, paid leave each school year.

1. During the first and last week of the school year, members must obtain permission from the Superintendent or designee to use unrestricted personal leave.
2. Special care will be taken to avoid, if possible, using this leave during semester exam periods.
3. Personal leave requests must be made on the appropriate form.
4. Except in emergencies, all requests for personal leave shall be submitted at least forty-eight (48) hours in advance of the day for which leave is to be used. In

emergencies, efforts shall be made to arrange telephone clearance with the Superintendent or designee and a leave form shall be completed upon return.

5. Not more than ten percent (10%) of the members per unit (K-5, 6-8, or 9-12) shall be granted a personal day on the same day. Leaves shall be granted on a first come, first served basis. During the month of May, all bargaining unit members shall be restricted to the use of one (1) personal leave day unless a bargaining unit member experiences extenuating circumstances. In such case, the bargaining unit member shall review the nature of the extenuating circumstances with the Superintendent for consideration/approval.
6. Personal leave shall not be deducted from the employee's accumulated sick leave.
7. Members utilizing personal leave in violation of these provisions shall be the subject of disciplinary action.
8. Any bargaining unit member who has unused personal leave days at the end of any school year shall be permitted to convert he unused personal leave days to accrued sick leave at the end of each school year.

B. Sick Leave

1. Each regular contract teacher shall be entitled to fifteen (15) days sick leave with pay for each year under contract which shall be credited at the rate of one and one-fourth (1 1/4) days of each completed month of service. The amount of sick leave credited to an employee shall accumulate to a maximum of two hundred twenty-five (225) days. Each teacher who has no accumulated sick or personal leave may be able to receive an advance of five (5) sick days in a school year, at the Superintendent's discretion, to be charged against the sick leave he/she subsequently accumulates under this section.
2. Employees may use sick leave, upon approval from the Superintendent of Schools, for absence due to:
  - a. Personal illness, injury, or exposure to contagious disease quarantined by the Board of Health.
  - b. Illness in the immediate family. The term "immediate family," in the case of illness, shall be interpreted as meaning, parents, children, regardless of the place of residence, and relatives living within the household of the individual.
  - c. Death in the immediate family. The term "immediate family," in the case of death, shall be interpreted as meaning parents, spouse, or children of the employee, or children who hold similar status, regardless of the place of residence.

- d. Death of brother, sister, mother-in-law, or father-in-law limited to three (3) school days. Necessary travel time would be included in that period.
  - e. Death of other relative limited to one (1) school day, plus a maximum of two (2) days' travel time, when necessary.
  - f. Pregnancy which results in illness or complications. The Superintendent may request a written statement from the attending physician.
3. Each certificated staff member under regular or full-time contract having used all available sick leave, but absent because of illness, will continue to accumulate sick leave at a rate of one and one-fourth (1 1/4) days per month for so long as he/she is on paid status.
  4. Any professional staff member being employed by the Board who, preceding his/her employment, has been in the employ of another Board of Education, state, county or municipal government in Ohio will receive full credit for the sick leave accumulated in previous employment to a maximum of two hundred and five (205) days as shown in the records of the last employing organization.
  5. Professional staff members that are absent when school is canceled shall not be charged with sick leave provided that no substitute was paid for that day.
  6. Professional staff members who are absent on sick leave for more than five (5) successive days in a semester shall be required to furnish a statement to the Superintendent from the staff member's treating physician which substantiates the use of sick leave for contractually-permitted purposes.

C. Assault Leave

An employee who is absent due to disability from a clearly unprovoked physical attack that involves or concerns another employee, student, or parent/guardian of a student of this school district, that occurs while in attendance at any official school function and in the course of the employee's employment will, subject to the approval of the Superintendent, be granted up to twenty (20) working days assault leave. During such leave, the employee will be maintained on full-pay basis. Assault leave will not be charged against sick leave earned or earnable by the employee.

Assault leave will be granted under this policy when the employee completes the following:

1. Has a signed, written statement, justifying the granting and use of assault leave,
2. Provides a certificate from a licensed physician stating the nature and duration of the disability and the necessity of absence from regular employment.
3. Agrees to file criminal prosecution against the person or persons involved if recommended by the Superintendent after consultation with the employee.

Falsification of either the signed statement or the physician's statement shall be grounds for suspension or termination of employment.

D. Leaves of Absence (Unpaid)

A leave of absence for up to one (1) year shall be granted by the Board of Education to members of the bargaining unit (ORC 3319.13) where illness or other disability is the reason for the request.

A leave of absence for up to one (1) year may be granted by the Board of Education to members of the bargaining unit (ORC 3319.13) for educational, professional, or other purposes determined appropriate by the Board.

An employee desiring such a leave shall present, in writing, a request stating clearly the reason and purpose of the leave to the Superintendent. The Superintendent shall report the request to the Board at the next regular meeting. Without the employee's request, the Board may grant a leave of absence to a staff member because of physical or mental disability.

If a leave of absence is granted in accordance with the terms and reasons above, it may be extended for a second year by written request presented to the Superintendent and with the approval of the Board.

Any employee who is on leave of absence who wishes to return to his/her duties at the beginning of the following school year shall notify the Superintendent of such intention not later than March 31.

Upon return from a leave of absence, a teacher shall resume the contract status held prior to such leave and will be returned to a position for which he/she is qualified. Teachers using any Board approved leave of absence shall not lose seniority held prior to the leave, nor shall they gain additional seniority for the time on leave.

E. Professional Leave

All certificated employees shall be entitled to two (2) days of professional leave each school year. The days may be used to attend professional meetings, workshops, clinics, or visits to other schools, which are related to the employee's current assignment.

Additional professional leave days beyond the two (2) mentioned above may be approved by the Superintendent.

Professional leave should be applied for in writing at least one (1) week in advance. The application shall indicate the date(s) on which professional leave is to be taken, the professional nature of the activity to be attended, and an estimate of expenses. Upon approval of the Superintendent, the Board shall pay expenses of the person using professional leave, up to a maximum of two hundred and fifty dollars (\$250) a day per bargaining unit member, as follows:

1. Registration fees.
2. The cost of lodging.
3. Mileage.

In addition, the Board shall also provide the cost of a substitute.

Upon return from professional leave, the employee must submit a statement of all actual expenses which shall be accompanied by receipts. In addition, the employee may be requested to make a presentation to the Board, students, faculty or community members reflecting experiences gained during the professional leave.

F. Jury Duty

If any employee is summoned for and required to serve on jury duty, he/she shall be paid the regular full salary for the number of days involved, provided the check received for jury duty (except meal and travel allowances, if applicable) is endorsed payable to the Liberty Benton Local Board of Education. Such leave shall not be deducted from sick leave.

G. Family and Medical Leave Act:

Notwithstanding other provisions of this Agreement, the board agrees to abide by the provisions of the Family and Medical Leave Act ("FMLA") of 1993, including but not limited to the provisions set forth in this section.

1. Eligibility

A teacher must have worked for the district for a total of 12 calendar months and must have worked at least 1,250 hours during the 12-month period immediately preceding the teacher's request for FMLA Leave to be eligible for benefits under the FMLA.

2. Leave Provisions

- a. Each eligible teacher entitled to shall be granted upon request up to 12 work weeks of unpaid leave during the 12 calendar month period beginning on the date the teacher's first FMLA leave begins (i.e., the twelve-month period is specific to each teacher) to care for a newborn child or for a child, parent or spouse who has a serious health condition as defined by the FMLA, or to recover from the teacher's own serious health condition as defined by the FMLA. Such leave may be taken for the care of a newly adopted or newly placed foster child, as well as a newborn child. Such leave may also be taken due to an exigency (as defined in FMLA) arising out of the fact that the staff member's spouse, son, daughter, or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a

contingency operation. The administration may request written verification of the teacher's qualifying reason for FMLA Leave, and such request may be in the form of a treating physician verifying an existing qualifying condition.

In addition, an eligible staff member who is a spouse, son, daughter, parent or next of kin (i.e., the nearest blood relative) or a covered service member shall be entitled to a total of twenty-six (26) work weeks of leave during a twelve (12) month period to care for the service member ("Service Member Family Leave.") Service Member Family Leave shall only be available during a single twelve (12) month period. Additionally, during the single twelve (12) month period described in this paragraph, an eligible staff member shall be entitled to a combined total of twenty-six (26) work weeks of leave under this paragraph and general FMLA leave described in the preceding paragraph. Nothing in this paragraph shall be construed to limit the availability of general FMLA leave under the preceding paragraph during any other twelve (12) month period. A covered service member is defined as a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. Serious injury or illness for purposes of Service Member Family Leave is defined as an injury or illness incurred by the member in line of duty on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating.

- b. In the event that a teacher is eligible for and entitled to FMLA Leave under the terms of this contract and the Act itself, and the teacher opts to use another form of leave that is provided for under this contract, the period of said leave shall run concurrently with the teacher's period of eligible and available FMLA Leave.
- c. The teacher shall give at least 30 days' notice to the administration for foreseeable leave that is taken pursuant to this section. In the event that leave under this section is not foreseeable and thereby the tendering of 30 days' notice is not practicable, the teacher shall provide such notice to the administration as soon as possible.
- d. The administration may require a teacher on FMLA Leave to submit subsequent medical recertifications periodically as to the teacher's or the teacher's family member's current medical status and the teacher's intent to return to work.
- e. The administration may also require a teacher on FMLA Leave, prior to returning to work, to submit verification from a treating physician of the teacher's fitness and eligibility to return to work for the district.

H. Pool for Catastrophic Illness and Injury

The LBTA and the Board agree to establish a Sick Leave Pool for the licensed/certificated staff except for rehired/retired employees. The purpose of the Pool shall be to provide a staff member who has exhausted all sick leave with the opportunity to apply for additional sick leave days for personal catastrophic illness or personal injury on the following scale:

0-3 years of experience with Liberty-Benton:	30 day maximum/school year
4-10 years of experience with Liberty-Benton:	20 day maximum/school year
11-15 years of experience with Liberty-Benton:	10 day maximum/school year

Administration and use of the Pool shall be subject to the following rules and guidelines:

1. The Pool shall be administered by a committee of four (4) members. Two (2) members shall be selected by LBTA. Two (2) members shall be selected by the Board. All decisions shall be made by a unanimous vote of all members of the committee. All voting shall be confidential. Decisions of the committee are final, and cannot be appealed through any means or methods provided in the Collective Bargaining Agreement or otherwise.
2. The employee on his/her own behalf shall present in writing the request using the developed form to the LBTA president. The request must be complete in order for the committee to consider the request. The president shall present the request to the committee for consideration. The number of days requested may be adjusted by the committee as necessary. The committee may request proof of the catastrophic nature of the illness/injury that is the subject of the request. Such proof shall consist of written information provided by the treating physician that corroborates the explanation provided in the request, and also provides an expected return to work date. An employee may make only one (1) request per school year. An employee may not make a request in any school year in which the total number of days remaining in the employee's contract year is less than the total number of days requested from the Pool.
3. A form will be provided for certified staff to indicate willingness to contribute sick leave days to the Pool. LBTA shall compile the donation forms as needed and the LBTA president shall submit the compiled forms to the Treasurer immediately for payroll reconciliation. Each employee may contribute up to a maximum of five (5) sick leave days per school year. Upon receipt of the donation forms, the Treasurer will immediately deduct from each donating member's accumulated sick leave balance the indicated number of donated sick leave days.
4. This Pool will not be used in lieu of or in substitute for applying for STRS disability retirement.

I. Bereavement Leave

During each school year, up to three (3) successive work days will be granted with pay to attend the funeral/memorial service of a member of the employee's immediate family and to take care of family business. It is the employee's responsibility to reasonably determine the number of additional days that will be necessary. These days will not accumulate and will not be deducted from sick leave. If additional leave days are needed, they shall be deducted from sick leave.

During each school year, if there is a funeral/memorial service for a person not in the immediate family, personal leave may be taken to attend the service. If all personal days have been taken, the employee may use sick leave (maximum of three (3) days) for this purpose.

"Immediate family" is defined for the purposes of bereavement leave to include parents, children, spouse, mother-in-law, father-in-law, brother, sister, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and any references to those considered as "step" (child, mother, father, etc.), and any relatives living in the same household in permanent residency with the employee.

ARTICLE X  
INSURANCE PROVISIONS

A. Continuation of Coverage

Members shall be eligible for medical, group life, dental and vision insurance plans. Benefits provided under these insurances shall not be less than those provided in the Agreement effective for the 1992-93 school year, except as described in the following insurance sections.

Effective October 1, 2005, enhancements to the current medical insurance plan offered to employees have been determined by the Hancock County School Consortium and shall remain in effect unless changed by the Consortium.

For those that choose insurance coverages, the Board shall provide full twelve-month coverage commencing with the first day of school (or September 1, whichever is first) and ending twelve (12) months later (or August 31, whichever is last). This insurance shall continue in effect during paid absences as provided for in this Agreement, due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the employee's immediate family. This insurance shall also continue in effect during approved Family and Medical Leave consistent with Board Policy. Employees on unpaid leaves of absence may choose to continue participation in this group insurance by remitting the premiums to COBRA administration for the Board of Education. Such remittance shall not be required more than thirty (30) days in advance. When necessary, premiums on behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage. For those members, who discontinue District employment prior to the fifteenth (15th) day of any month during the school year, all insurance shall



- (1) There will be a single medical coverage and one hundred dollars (\$100.00) for un-reimbursed medical, other available benefits, or cash.
- (2) There will be a family medical coverage and two hundred dollars (\$200.00) for un-reimbursed medical, other available benefits, or cash.

If cash is elected, in lieu of the amounts allowed for un-reimbursed medical or other available benefits under the Section 125 Plan, those amounts will be subject to all applicable payroll withholding taxes except the STRS amounts. Payment will be made on August 31 of the year following the year of election.

- d. For part-time employees who are employed one-half (1/2) time or more, the Board will pay a proportion of the full-time employee's single or family benefit that equals the percentage of time the part-time employee works.
- e. The following cost containment provisions shall be included in the hospitalization insurance coverage:
  - i. pre-certification of non-emergency hospital admissions
  - ii. mandatory second-opinion on fourteen (14) specific surgical procedures

A maximum of two hundred dollars (\$200.00) per occurrence will be required from the employee for noncompliance with either of these cost containment provisions.

- f. Bargaining unit member deductibles and out of pocket coinsurance paid to date for insurance plan year 2009 will be carried over and applied to same with change in plan; as well as, Board will pay individual bargaining unit member difference between current deductibles and new deductibles amounts actually paid and incurred by bargaining unit members for insurance plan year 2010, but the Board will only pay the difference between current deductibles and new deductibles amounts actually paid by individual bargaining unit members from the time period January 1, 2010 through December 31, 2010. Further, the Board will only pay the difference between current deductibles amounts and new deductibles amounts actually paid and incurred by individual bargaining unit members upon submission by individual bargaining unit member of verifiable documentation from the insurance provider that establishes actual amounts paid by individual bargaining unit member from time period January 1, 2010 through December 31, 2010, to be paid in one (1) payment.

- g. For the 2009 and 2010 insurance plan years, the Board will reimburse eligible LBTA bargaining unit members (eligibility defined in Article X, Section B of the LBTA negotiated Agreement) the difference between deductibles paid by each eligible LBTA bargaining unit member on an individual basis for the plan year at issue versus the calendar year deductible that was in effect prior to August 1, 2009. The Board's maximum reimbursement liability for a single policy will be \$200 per plan year and the Board's maximum reimbursement liability for a family policy will be \$400 per plan year. The minimum amount to be reimbursed per plan year shall be \$5.00.

In order to receive this reimbursement, eligible LBTA bargaining unit members must submit all required final EOB documentation for the calendar year to the Treasurer no later than June 1 of the following plan year at issue, but no earlier than January 1 following the plan year at issue.

The precise amount the Board will reimburse each eligible LBTA bargaining unit member will be determined by the EOBs submitted by each eligible LBTA bargaining unit member.

6. There shall be a coordination of medical insurance benefits. No employee shall be eligible to have his/her medical insurance bills paid if said bills are paid by an insurance policy other than the one carried on the employee by the Liberty-Benton Local Schools.

The spouse of an employee must take coverage at their place of employment if no cost is involved.

### C. Waiver of Coverage

The following benefit shall be provided under Section 125 of the Internal Revenue Code. A member who is eligible in the Board provided insurance plan who elects to decline family and single medical insurance program, via a written waiver, shall be entitled to receive one thousand dollars (\$1,000.00) per fiscal year. This payment will be made in an annual payment on August 31 the year following said statement of waiver. Employees electing to waive this insurance coverage from the Board agree to remain out of the Board's insurance plan for the life of this contract from the open enrollment date for electing insurance coverage. If the member waives coverage from the Board and subsequently loses their insurance coverage, they can apply to re-enroll in the Board's plan in less than the contract period. Such employees shall receive a pro-rated share, one hundred dollars (\$100.00) per month, not to exceed one thousand dollars (\$1,000.00) per year of the one thousand dollars (\$1,000.00) payment on the August 31 date stated herein. This waiver of coverage option is not available when both spouses are employed by the Board. The waiver for part-time employees choosing to participate shall be pro-rated to their contracted time with the Board of Education. Members who voluntarily or involuntarily terminate their employment with the Board or upon death or disability shall receive a pro rata share of the one thousand dollars (\$1,000.00).

This plan remains in effect for one (1) year from the commencement of the first date for open enrollment. It shall only continue if the equivalent of two (2) full-time family coverages or more participate in the waiver program. Should the equivalent of two (2) full-time family coverages not participate, then this Section (Item C) shall be null and void from the contract. Any individual that was not enrolled in the Board provided medical insurance plan in the 1992-93 school year shall not be counted as waiving said coverage for the purposes of this paragraph (i.e. "2"). Should the waiver program not be continued pursuant to this Section (Item C.) all participants shall be allowed to resume full participation pursuant to this Article in the Board provided insurance plan.

D. Section 125 Plan

The benefits provided to employees by Section 125 of the Revenue Act of 1978 shall be made available to any bargaining unit member so requesting that their benefit elections be nontaxable. An amount not to exceed twenty-five percent (25%) of salary may be set aside by the employee for the selection of benefits, under Section 125 of the Internal Revenue Code, which includes the nontaxable benefits of major medical, disability, cancer, dental, non-reimbursed medical, and dependent care. This plan shall be administered by the employer with a third party administrator selected by the Board as the enroller and record keeper of the Plan. The third party administrator shall provide the School District a hold harmless and a record keeping agreement that will further hold the employer risk-free under the IRS provisions regulating non-reimbursed medical payments.

The employer nor the employee shall incur any fees for the setup, enrollment and administrative services provided.

The Board will provide the opportunity for teachers who have less than five (5) years of total service credit with STRS to purchase disability insurance through the Section 125 plan. The Board will contribute fifty percent (50%) of the cost of the premium to a maximum of twenty dollars (\$20.00) per month.

E. Insurance Committee

An Insurance Committee shall be established by and between the Board and the LBTA to discuss the status of the district's medical insurance and to continually evaluate the status and cost-effectiveness of the district's medical insurance plan and to make recommendations to the Board and Association regarding same and areas for improvement. Said Committee shall meet at least two (2) times per year. Membership on the Committee shall consist of three (3) representatives/designees of the Board and three (3) representatives of each Association. The district's insurance consultant shall be present at such meetings.

F. Group Life Insurance

The Board shall provide for each full-time employee a term life insurance policy in the amount of fifty thousand dollars (\$50,000). The Board shall provide for each one-half

time or more employee a term life insurance policy in the amount of twenty-five thousand dollars (\$25,000).

Bargaining unit members may purchase additional term life insurance through payroll deduction at the optional group rate, in increments of five thousand dollars (\$5,000), up to a maximum coverage allowed by the Life Insurance Carrier, in addition to Board paid coverage. To enroll, the employee must notify the Treasurer in writing between September 1 and September 15. Payroll deductions shall begin the first pay in October. Modifications of this provision may be necessary to comply with requirements of the insurance carrier. The insurance company shall provide a Section 79 document to provide this benefit a tax exempt status.

G. Dental Insurance

The Board shall pay the full monthly premium for each full-time employee and his/her family (if applicable) for Oasis Trust Dental Insurance, or a comparable carrier upon agreement of both parties. The dental benefits provided shall be equal to or exceed the following specifications:

1. Payment based on a percentage of reasonable and customary fees charged by a dentist:  
  
CLASS I- Preventative and Diagnostic 100%  
CLASS II - Basic Restorative 80%  
CLASS III Major Restorative 60%  
CLASS IV- Orthodontia 60%
2. A calendar year maximum for all CLASS I, II, and III expenses of \$1,000.00 per person.
3. A lifetime maximum for CLASS IV (Orthodontia) expenses of \$1,500.00 per person.
4. An individual deductible per calendar year of \$25.00 per CLASSES II and III and a family deductible per calendar year of \$50.00.

For part-time employees who are employed one-half time or more, the Board will pay a proportion of the full-time employee's benefit that equals that percentage of time the part-time employee works.

H. Vision Insurance

The Board will make available vision insurance coverage. The policy will be determined by the Board and shall include annual vision check-up and lens replacement benefits. The Board will pay eighty percent (80%) of the premium per month and the employee will pay twenty percent (20%) of the premium per month for either single or family coverage. When both the wife and the husband are employed by the Board, the entire cost of one (1) family insurance plan for both individuals will be paid by the Board.

For part-time employees who are employed one-half time or more, the Board will pay a proportion of the full-time employee's benefit that equals the percentage of time the part-time employee works.

ARTICLE XI  
SALARY AND REIMBURSEMENTS

A. Salaries

There shall be no increase in the starting salary for the 2010-2011 school year (it shall be equal to the starting salary for the 2009-2010 school year, i.e. \$29,165.23). For the 2011-2012 school year, the 2009-2010 starting salary shall be increased by one percent (1%) (\$29,456.88) and a merit pay system shall be established for all bargaining unit members based upon the following criteria:

1. On an individual bargaining unit member basis, a one quarter percent (.25%) lump sum increase (not on base salary) shall be in effect for all bargaining unit members whose attendance for the 2011-2012 school year is at ninety-seven percent (97%) or greater at the end of the 2011-2012 school year. Such payments will be made on the last pay period of June.

The starting salary for the 2012-2013 school year shall be determined through a contract reopener, the terms of which are more fully described below herein as follows:

Performance-Based Compensation System

1. For the 2012-2013 contract year, all LBTA bargaining unit members who were eligible to receive a step or column increase for the 2012-2013 contract year based upon the negotiated salary schedule index for the 2010-2012 contract years will receive the actual dollar value equivalent of the step and column increases for the 2012-2013 that those bargaining unit members would otherwise have been eligible to receive on the negotiated salary schedule index. This is the only form of merit compensation base salary increase these bargaining unit members will receive for the 2012-2013 contract year, and will only be given if these bargaining unit members submit a completed 2011-2012 Professional Growth Self-Assessment Form upon checkout with the building principal (contained in Appendix A of this Agreement).
2. For the 2012-2013 contract year, LBTA bargaining unit members who were not eligible to receive a step or column increase for the 2012-2013 contract year (including bargaining unit members who fall under the negotiated category of rehire-retire) based upon the negotiated salary schedule index for the 2010-2012 contract years will receive a dollar value equivalent of a two percent (2%) merit compensation increase on their individual base salary in effect for the 2011-2012 contract year. This is the only form of merit compensation base salary increase these bargaining unit members will receive for the 2012-2013 contract year, and will only be given if these bargaining unit members submit a completed 2011-2012 Professional Growth Self-Assessment Form upon checkout with the building principal (contained in Appendix A of this Agreement).

- 3 Effective at the start of the 2012-2013 contract year (July 1, 2012), there will no longer be a salary schedule index in effect for the LBTA bargaining unit. Instead, compensation for bargaining unit members for the ensuing school year will be determined by operation and implementation of the 2012-2013 Performance Standards Pilot ("Pilot"). Compensation for all bargaining unit members for the ensuing school year will be contingent upon full and timely participation in the Pilot. Any conflicting documentation or evidence submitted by either an individual bargaining unit member or a building principal for review during the Pilot in regards to an individual bargaining unit member's Pilot assessment will be reviewed by an appellate board comprised of the LBTA President and Superintendent for purposes of making a final assessment of the individual bargaining unit member's Pilot. Pilot documentation shall be maintained in the Treasurer's Office
- 4 Any bargaining unit member who, as of the start of the 2011-2012 contract year, was enrolled in and working towards column movement on the formerly negotiated salary index in place for the 2010-2012 contract years and who attains eligibility for formerly established column movement by September 15, 2013 and submits written documentation to Treasurer regarding same, shall receive the dollar value equivalent of such former column movement by September 15, 2013.
- 5 Base salary for all supplemental contracts for 2012-2013 contract year will be increased by one percent (1%).

B. Extra Duty Salaries

Employees who perform extra-curricular duties shall be paid in accordance with the Extra Duty Salary Schedule which is attached hereto as Appendix A B. Payment for extra-curricular duties shall only be made if and when contractual duties for the extra-curricular position are actually performed.

If the Board determines the need to create a new extra-curricular position, the Board shall have the right to create the position.

Should the need arise for co-advisors of any given position, rate of compensation shall be mutually agreed upon between the Association Executive Committee and the Superintendent.

A Supplemental Review Committee shall be established for purposes of reviewing, on an annual basis, the status of the supplemental positions in the District. The Committee shall consist of two (2) representatives of the Board and two (2) representatives of the Association. The Committee shall meet at least annually during the term of this Agreement.

C. Payroll Procedures

An employee's annual salary shall be paid in twenty-six (26) equal installments starting with the first Friday permitted by law following the start of the school year and continuing every other Friday thereafter. Employees have the right to utilize direct

deposit of paychecks. During the summer vacation for employees not on direct deposit of paychecks, said paychecks will be mailed or an employee may pick up his/her paycheck at the school. At any other vacation time, the employee paychecks will be handled by direct deposit or must be picked up at the school on the regular payday during the hours of 8:00 a.m. and 12:00 p.m. No two (2) checks will be issued the day prior to any vacation.

All deductions from a teacher's paycheck shall be equally divided between the first two (2) checks issued in a given month. Monies deducted for credit unions, annuities, non-group insurance plans, and Association dues shall be forwarded to the appropriate party in such timely manner as to meet the requirements of the normal billing cycle of each group involved.

D. Payroll Deductions for Association Dues

Payroll deductions for the Liberty-Benton Teachers' Association, AFT, OFT, dues will be made for employees who authorize same. The deductions will commence with the first paycheck in October and will be evenly deducted from twenty-two (22) paychecks (October through August).

If for any reason the Board fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention (in writing) by the Association's Treasurer.

For individuals who authorize same, dues deductions shall be on a continuous basis from year to year unless the individual member notifies the School District's Treasurer otherwise in writing (with a copy to the Association President and Association Treasurer) during the first ten (10) days of the school year.

By October 1 of each school year the Association President (or designee) shall provide the School District Treasurer with the following lists and any necessary payroll deduction forms:

1. a list of all members desiring annual payroll deduction,
2. a list of all members desiring continuous payroll deduction, for the first time,
3. a list of those members who have continuous payroll deductions from previous years.

All such lists shall indicate the total amount of dues to be deducted for each individual employee.

E. Tuition Reimbursement

Upon prior approval of the Superintendent or his/her designee, the Board shall reimburse bargaining unit members for tuition costs for graduate or undergraduate courses up to a

maximum of one thousand five hundred fifty dollars (\$1,550.00) per person per year for the duration of this contract, (September 1 through 31), upon proof of successful completion of the course(s) and evidence of a standard verifiable receipt of fees paid. The total dollar amount available for use under this section shall be forty-nine thousand dollars (\$49,000). Any unused portion of any annual tuition amount shall not be rolled over for use in any other fiscal year.

To qualify for reimbursement a course must fit into one of the following categories:

1. related to the bargaining unit member's teaching assignment and/or related area of responsibility at Liberty-Benton.
2. would lead to another area of certification and/or licensure.
3. would lead to another advanced degree in the profession of education.
4. necessary for renewal or upgrading of a teaching certificate and/or license.

The Request for Approval Form will be available from the Superintendent's office. The form shall be completed and submitted to the Superintendent prior to the first class meeting. The fiscal year amount available for reimbursement shall be based on a first come first serve basis with the receipt date of the Request for Approval Form being the determining factor. The purpose of this approval process shall be to determine that the course fits into one of the above stated categories.

In order to receive reimbursement, an individual must submit evidence that at least a "B" grade was received in the course taken, as well as a standard verifiable receipt of fees paid. In the case of pass/fail courses, a passing grade will be required. Payment will be made for tuition reimbursement within fifteen (15) days of the date on which an employee provides proof that a course(s) has been successfully completed.

For purposes of determining how much reimbursement an employee is entitled to, the date on which a course is completed shall be the determining factor. Payments shall not be made in any fiscal year after the cap for reimbursement for a particular fiscal year has been reached. In the event an employee submits for reimbursement after the fund has been depleted, the member shall be permitted to submit for the next following fiscal year. Reimbursement for summer courses will only be made to those individuals who return to work in the Liberty-Benton School District the following school year. Exception to this will be made for those on a Board approved leave of absence and for those whose contracts were suspended due to a staff reduction.

#### F. Severance Pay

Severance pay shall be calculated on the basis of twenty-five percent (25%) of the accumulated sick leave days times the pay rate as of the last pay period prior to retirement. The individual must have not less than seven (7) years of service with the Liberty-Benton Local School District.

Severance will include death. In the case of death, severance will be paid to the beneficiary(ies) designated by the employee on the Group Policyholder form, or if none, to be so paid then to the estate of the deceased employee.

G. STRS Pick-Up

The Board of Education agrees to designate each employee's mandatory contributions to the State Teachers Retirement System as "picked up" by the Board as contemplated by Internal Revenue Service Rulings 77-462 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097. The amount of the employee's income reported by the Board as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then current percentage amount of the employee's STRS contribution which has been designated as "picked up" by the Board. The amount designated as "picked up" by the Board shall be included when computing final average salary, daily rate of pay, severance pay, supplemental salary, and extended service pay.

This policy applies without exception to all employees represented by the Liberty-Benton Teachers' Association. The pick-up shall become effective April 1, 1984, and shall be applied to all earnings paid after that date. The amount to be tax sheltered on behalf of each employee shall be the rate of the employee contribution established by STRS. Any modification in the rate will be adjusted upon publication by STRS.

H. Mentor Program

A teacher mentor program will be established when funding becomes available from any source and directed for mentor programs.

I. Mileage Reimbursement

Mileage at the IRS rate.

J. Special Education Work Pay

Any teacher who is required to participate outside the teacher contract day in an individual education plan (IEP), multi-factor evaluation (MFE), or as an intervention assistance team (IAT) member will be paid the BAO hourly rate. Such pay will not exceed the equivalent of thirty-six (36) hours of pay per teacher per school year at the BAO hourly rate to perform these duties.

Any teacher requested or required by the administration to assume any work for another teacher under this section shall be paid the BAO hourly rate for any actual hours worked in excess of the thirty-six (36) hour annual cap stated above.

K. Regular Class Coverage

Any teacher who, at the request and approval of the building administrator, covers a class period for a teacher who is absent will be paid ten dollars (\$10) per class period covered.

L. Annuity- Salary Reduction

The benefits provided to employees by salary reduction, also known as tax deferred annuities, shall be made available to any bargaining unit member requesting such benefits, provided IRS guidelines are met.

This plan will be administered by the employer, who will protect both employee and employer from loss, by requiring that all providers comply with IRS regulations, and Board of Education policy.

The provider shall agree to accept responsibility for all costs, expenses, fees and any damages incurred by the Board and/or the annuitant in connection with the implementation, administration and total operation of the Plan by reason of a challenge to the maximum exclusion allowance computed for any participant of the Plan.

The intent of this language is to hold the District and employee harmless and risk-free by assuring provider compliance of IRS regulations.

ARTICLE XII  
HIRING OF RETIRED CERTIFICATED TEACHERS

1. This provision determines all changes to the collective bargaining agreement in effect between the parties as they relate to the rehiring of retired teachers in the district. (Note: the words "rehired" or "reemployed" as used in this section shall refer to any retired teacher under a state teacher retirement system who is hired into this district, whether previously an employee of the Liberty-Benton Local School District or any other school district.)
2. There shall be no guarantee of reemployment of any teacher in the district if the teacher retires or is already retired.
3. To be eligible for reemployment, a retired teacher must have accepted severance pay and must have eliminated his/her sick leave upon retirement from his/her prior employment.
4. A retired teacher may receive consideration for reemployment when the administration has determined that no other non-retired teachers are available or suitable.
5. A retired teacher who is reemployed will not be granted severance or payment of any kind for accrued sick leave upon the severance for any reason of the retired teacher's reemployment.
6. Retirement is a break in service and all seniority attained by a retired teacher prior to his/her retirement reverts to zero. Retired teachers shall not accumulate seniority under reemployment and retired teachers shall have no seniority so long as they are reemployed by the district.

7. Any retired teacher who is rehired shall be employed under a one-year limited contract, with notification to be given on or before April 30 if he/she is going to be reemployed by the district or if the contract will be non-renewed for the following year. Retired teachers who are rehired are not subject to the provisions of Ohio Revised Code Sections 3319.11, 3319.111 or 3319.08 and the decision of the Board is final with respect to the evaluation and non-renewal of reemployment contracts.
8. Retired teachers shall never be eligible for continuing contract status.
9. Retired teachers shall be evaluated using the same evaluation instrument that is used to evaluate other certified contract teachers in the district. A retired teacher may file a rebuttal to any evaluation with which he/she disagrees.
10. For contract years 2010-2011 and 2011-2012, rehired teachers shall be placed at BA Step 5 of the district's salary schedule that is in effect for certified staff as of the date of rehire. If rehired for additional year(s), rehired teachers will not advance on the district's salary schedule; rather they will forever remain at BA Step 5.

Starting with the 2012-2013 contract year, rehired teachers who were employed as rehire-retired teachers for the 2011-2012 contract year will receive the dollar value equivalent of two percent (2%) merit compensation increase on their individual base salary in effect for the 2011-2012 contract year, but will only receive this additional compensation if they submit a completed 2011-2012 Professional Growth Self-Assessment Form upon checkout with the building principal.

11. In the event of a reduction in force, the provisions of Article VIII herein shall not apply.
12. Sick leave for rehired teachers shall begin at zero each contract year and shall accumulate at the rate specified in Article IX herein up to a maximum of fifteen (15) days per contract year. The Board may advance up to five (5) sick days to a rehired teacher if needed. Sick leave shall not accumulate for rehired teachers from year to year.
13. Retired teachers who are rehired are not eligible for tuition reimbursement for continuing education. However, such employees are eligible for professional leave as well as for reimbursement of professional expenses as provided for in the applicable provisions of the contract.
14. Retired teachers who are rehired will be responsible for all required taxes, including Medicare taxes, even if the teacher was exempt from such prior to retirement.
15. Retired teachers are not entitled to participate in any insurance benefits provided by the district to bargaining unit members under the terms of this agreement.

16. The Liberty-Benton Teachers' Association shall represent all retirees reemployed as contract teachers by the district.
17. In the event that provisions in this section are rendered invalid by operation of law, or by decision or order of a tribunal of competent jurisdiction, either party may terminate the invalid or unlawful provisions of this section, by giving notice, at least thirty (30) days prior to the effective date of such termination.

ARTICLE XIII  
EFFECTS OF CONTRACT

A. Non-Discrimination Clause

The Board recognizes the civil rights/contractual rights pursuant to this Negotiated Agreement of all members of the bargaining unit and agrees that it will not discriminate against any of the members of this bargaining unit in any manner prohibited by state and/or federal law.

The enforcement of this provision shall be obtained in the appropriate state and/or federal agency responsible for enforcement.

B. Full Agreement

This Agreement contains the full and complete negotiated agreement between the Liberty-Benton Board of Education and the Liberty-Benton Teachers' Association.

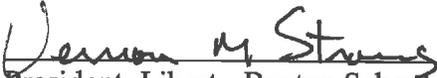
ARTICLE XIV  
DURATION

A. Term of Agreement

This agreement shall remain in full force and effect through 12:00 Midnight on June 30, 2013. This contract attested to this \_\_\_ day of \_\_\_\_\_, 2012, by and between the parties will bind the Liberty-Benton Board of Education and the Liberty-Benton Teachers' Association as agreed.

B. Signatures

BOARD OF EDUCATION:

  
\_\_\_\_\_  
President, Liberty-Benton School  
District Board of Education

  
\_\_\_\_\_  
Superintendent, Liberty-Benton School  
District Board of Education

\_\_\_\_\_  
Negotiator

\_\_\_\_\_  
Date

10/8/12

LIBERTY-BENTON TEACHERS'  
ASSOCIATION:

  
\_\_\_\_\_  
President, Liberty-Benton Teachers'  
Association

  
\_\_\_\_\_

\_\_\_\_\_  
Negotiator

\_\_\_\_\_  
Date

10/6/12

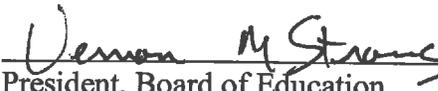
CERTIFICATION OF THE NEGOTIATED AGREEMENT  
BETWEEN THE LIBERTY-BENTON BOARD OF  
EDUCATION AND THE LIBERTY-BENTON TEACHERS ASSOCIATION

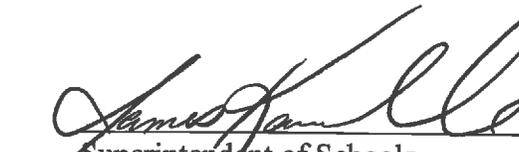
The undersigned, Treasurer and President of the Board of Education of Liberty-Benton Local School District, Ohio, and the Superintendent of Schools of Liberty-Benton Local School District, Ohio, hereby certify that the District has in effect for the term of the attached contract (July 1, 2010 through June 30, 2013) the authorization to levy taxes, including the renewal of existing levies, which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to fulfill all obligations of the attached negotiated agreement between The Liberty-Benton Board of Education and The Liberty-Benton Teachers Association.

This certificate is given in compliance with Sections 5705.41, 5705.412 and 5705.44 of the Revised Code.

Date: 9-13, 2012

  
\_\_\_\_\_  
Treasurer, Board of Education  
Liberty-Benton School District

  
\_\_\_\_\_  
President, Board of Education  
Liberty-Benton School District

  
\_\_\_\_\_  
Superintendent of Schools  
Liberty-Benton School District

## APPENDIX A

Page 1 of 2

### LIBERTY-BENTON LOCAL SCHOOLS

#### Extra Duty Salaries

#### ACTIVITY

#### PERCENT OF CURRENT BASE SALARY

	1st Year	2nd Year	3rd Year	5th Year	With 8 years LB Excess
1 Athletic Director	15.50%	17.00%	19.00%	21.00%	23.00%▲
1 Middle School Athletic Supervisor	5.00%	6.00%	7.00%	8.00%	9.00%◄
1 Head Football	14.00%	15.50%	17.50%	19.50%	21.50%▲
4 Assistant Football	8.00%	9.00%	10.50%	12.00%	13.50%▼
1 Middle School Football	4.50%	5.50%	6.50%	7.50%	8.50%
2 Assistant Middle School Football	4.00%	4.50%	5.00%	5.50%	6.00%
2 Head Basketball, Boys & Girls	14.00%	15.50%	17.50%	19.50%	21.50%▲
6 Assistant Varsity Basketball, Boys & Girls	8.00%	9.00%	10.50%	12.00%	13.50%▼
2 8th Grade Basketball, Boys & Girls*	4.00%	4.50%	5.00%	5.50%	6.00%
2 7th Grade Basketball, Boys & Girls*	4.00%	4.50%	5.00%	5.50%	6.00%
1 Head Volleyball	10.00%	11.00%	12.50%	14.00%	15.50%►
2 Assistant Varsity Volleyball	6.50%	7.00%	7.50%	8.00%	8.50%◄
1 8th Grade Volleyball	4.50%	5.00%	5.50%	6.00%	6.50%
1 7th Grade Volleyball	4.50%	5.00%	5.50%	6.00%	6.50%
2 Head Track, Boys & Girls	10.50%	12.00%	13.50%	15.00%	16.50%►
2 Assistant Varsity Track, Boys & Girls	4.50%	5.50%	6.50%	7.50%	8.50%◄
1 Assistant Varsity Track **	3.00%	4.00%	4.00%	4.50%	5.00%◄
2 Jr. High Track, Boys & Girls	4.00%	5.50%	6.50%	7.50%	8.50%
2 Assistant Jr. High Track, Boys & Girls**	3.00%	3.50%	4.00%	4.50%	5.00%
2 Head Cross Country, Boys & Girls	10.00%	11.50%	13.00%	14.50%	16.00%►
2 Jr. High Cross Country, Boys & Girls	4.00%	5.00%	6.00%	7.00%	8.00%◄
1 Assistant Varsity Cross Country ***	3.00%	3.50%	4.00%	4.50%	5.00%
1 Assistant Jr. High Cross Country ***	3.00%	3.50%	4.00%	4.50%	5.00%
2 Head Baseball/Fast Pitch Softball	10.00%	11.50%	13.00%	14.50%	16.00%►
2 Assistant Baseball/Fast Pitch Softball	4.75%	5.75%	6.75%	7.75%	8.75%◄
1 Weight Trainer	7.00%	8.00%	9.00%	10.00%	11.00%►
1 Head Wrestling	10.00%	11.00%	12.50%	14.00%	15.50%►
1 Assistant Wrestling	6.00%	7.00%	8.00%	9.00%	10.00%◄
1 Head Golf	10.00%	11.00%	12.50%	14.00%	15.50%►
Grants Coordinator	10% of base and administration fee, if allowed by grant.				
2 Head Soccer, Boys & Girls	10.00%	11.00%	12.50%	14.00%	15.50%►
2 Assistant Soccer, Boys & Girls	6.50%	7.00%	7.50%	8.00%	8.50%◄
1 High School Cheerleaders	9.00%	10.00%	11.50%	13.00%	14.50%►
1 Jr. High Cheerleaders	5.50%	6.50%	7.50%	8.50%	9.50%

LIBERTY-BENTON LOCAL SCHOOLS  
Extra Duties Salaries  
PERCENT OF CURRENT BASE SALARY

	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	5 <sup>th</sup> Year	With 8 years LB Exper
1 High School Yearbook	10.00%	11.50%	13.00%	14.50%	16.00%▶
1 Newspaper Advisor	3.00%	3.50%	4.50%	5.50%	6.50%●
1 Senior Sponsor	3.20%	3.40%	3.60%	3.80%	4.00%◀
1 Junior Sponsor	2.50%	3.00%	3.50%	4.00%	4.50%◀
1 Prom Advisor	3.00%	3.50%	4.00%	4.50%	5.00%◀
1 Sophomore Sponsor	2.90%	3.40%	3.90%	4.40%	4.90%●
1 Freshman Sponsor	1.40%	1.50%	1.60%	1.70%	1.80%●
1 High School Student Council	3.40%	4.40%	5.40%	6.40%	7.40%◀
1 Jr. High Student Council	2.00%	2.50%	3.00%	3.50%	4.00%●
1 High School Honor Society	1.80%	2.00%	2.40%	2.60%	2.80%◀
1 Jr. High Honor Society	1.20%	1.30%	1.40%	1.50%	1.60%●
1 Audio Visual Coordinator	5.00%	5.50%	6.00%	6.50%	7.00%◀
1 Director of Productions (Per production)	3.00%	4.00%	5.00%	6.00%	7.00%◀
1 Vocal Director (Per musical)	2.30%	2.50%	2.80%	3.10%	3.40%●
1 Musical Conductor (Per musical)	2.30%	2.50%	2.80%	3.10%	3.40%●
1 Technical Director (Per production)	2.30%	2.50%	2.80%	3.10%	3.40%●
1 Choreographer (Per musical)	1.50%	1.70%	2.00%	2.30%	2.60%●
1 Costumer (Per production)	1.50%	1.70%	2.00%	2.30%	2.60%●
1 Ticket Coordinator (Per production)	0.80%	0.90%	1.00%	1.10%	1.20%●
1 Instrumental Music Director (.111 of current salary and includes summer)	11.10%	11.10%	11.10%	11.10%	11.10%▲
1 Summer/Fall Assistant Band Director	6.00%	6.50%	7.00%	7.50%	8.00%▼
1 Elementary Musical (Per production)	0.70%	0.80%	0.90%	1.00%	1.10%●
1 District Accompanist (Solo/Ensemble)	1.00%	1.10%	1.20%	1.30%	1.40%●
1 Instrumental Concerts & Contests	1.50%	1.70%	2.00%	2.30%	2.60%●
1 Vocal Musical Concerts & Contests	1.50%	1.70%	2.00%	2.30%	2.60%●
1 Winterguard	2.50%	2.70%	3.00%	3.30%	3.60%●
1 Flag Corps	1.50%	1.70%	2.00%	2.30%	2.60%●
1 High School Majorette Advisor	2.00%	2.20%	2.50%	2.80%	3.10%●
1 Jr. High Majorette Advisor	0.70%	0.80%	0.90%	1.00%	1.10%●
1 High School Quiz Bowl Advisor	3.00%	3.20%	3.50%	3.80%	4.10%◀
1 Jr. High Quiz Bowl Advisor	1.50%	2.00%	2.50%	3.00%	3.50%●
1 Odyssey of the Mind Advisor	2.00%	2.20%	2.50%	2.80%	3.10%●
1 Art Show, Per Presentation	.70%	.80%	.90%	1.00%	1.10%●
1 Science Fair Coordinator	2.00%	2.20%	2.50%	2.80%	3.10%●
1 Science Olympiad	2.00%	2.20%	2.50%	2.80%	3.10%●
1 Project Happy Advisor/Coordinator	2.00%	2.20%	2.50%	3.00%	3.50%●
1 Drama Club	2.00%	2.50%	3.00%	3.50%	4.00%◀
1 French Club	2.00%	2.50%	3.00%	3.50%	4.00%◀
1 Spanish Club	2.00%	2.50%	3.00%	3.50%	4.00%◀
1 Speech Team Advisor/Coordinator	2.00%	2.50%	3.00%	3.50%	4.00%◀

▲ After 8 Years of Service with LB, these Positions Will Receive \$140 Per Additional Year of Service;

▶ After 8 Years of Service with LB, the Following Positions Will Receive \$110 Per Additional

Year of Service:

▼ After 8 Years of Service with LB, the Following Positions Will Receive \$75 Per Additional

Year of Service:

◄ After 8 Years of Service with LB, the Following Positions Will Receive \$50 Per Additional

Year of Service:

■ After 8 Years of Service with LB, the Following Positions Will Receive \$35 Per Additional

Year of Service:

● After 8 Years of Service with LB, the Following Positions Will Receive \$25 Per Additional

Year of Service:

Notes: \* - Coach for a second team will be added when participation warrants, as determined by the Superintendent.

\*\* - One Assistant Varsity Track coach may be added based on participation, as determined by the Superintendent.

\*\*\* - One Assistant Jr. High Track coach for both boys and girls may be added based on participation, as determined by the Superintendent.

\*\*\*\* - One Assistant Cross Country coach will be added based on participation, as determined by the Superintendent.

**THE BOARD WILL DETERMINE EACH YEAR WHICH POSITIONS WILL BE FILLED**

A stipend will be paid to bargaining unit members for participating in sixth (6<sup>th</sup>) grade outdoor education overnight trips that occur during the school year at a recognized educational camp. The stipend shall be fifty dollars (\$50) per overnight stay. Bargaining unit members who stay overnight, as well as bargaining unit members who participate on a daily basis, will be paid roundtrip mileage from their school to the outdoor education camp site.

**APPENDIX B**

**2011-2012 PROFESSIONAL GROWTH SELF-ASSESSMENT**

Name: \_\_\_\_\_ Building: (please circle) ES MS HS

Current Assignment: \_\_\_\_\_

**Directions:** Please complete Parts I & II below. Your Professional Growth Self-Assessment is due at checkout with your building principal.

**Part I:** Please reflect on your professional growth during the 2011-2012 school year. Consider the following eight (8) areas for your reflection:

- |                             |   |
|-----------------------------|---|
| a) Growth in Curriculum     | g) New Use of Data to Impact Student Performance  |
| b) Professional Growth      | h) Other Professional Practice You Deem Impactful to Your Professional Growth of Performance as an Educator |
| c) Community Impact         |   |
| d) Technology Growth        |   |
| e) Teaching Style Growth    |   |
| f) Leadership Position Held |   |

Choose **TWO (2)** of the areas above and write about those in the spaces below.

1. Identify Area: \_\_\_\_\_

Description:

2. Identify Area: \_\_\_\_\_

Description:

**PART II:** Please list a professional goal: (one you accomplished this year **OR** one you wish to set for next year).

\_\_\_\_\_  
Employee: \_\_\_\_\_ Date \_\_\_\_\_

Printed Name Signature

Principal: \_\_\_\_\_ Date \_\_\_\_\_

Printed Name Signature

\*2012-2013 Compensation is contingent upon timely completion and submission of this form.

\*\*At submission, both parties will receive a signed copy of this document. A copy will be maintained in the District Treasurer's office.

**APPENDIX C**

<b>2012-2013 Performance Standard Pilot</b>						
<b>Goal Setting (teachers submit evidence by September 30, 2012 and April 1, 2013)</b>		<b>Teacher Performance (teachers submit evidence by December 23, 2012 and April 1, 2013)</b>		<b>Communication/Professionalism (teachers submit evidence by April 1, 2013)</b>		<b>Academic Performance</b>
5%	<b>Weight</b>	30%	<b>Weight</b>	15%	<b>Weight</b>	<b>Weight 50%</b>
Personal goals	2%	Lesson plans	5%	Punctuality/progress book/school day	5%	Determined by district state report card. 25% District/25% Building
Building goals (to be determined between staff and administration)	1%	Parent/teacher/IEP conference	5%	Teaching related activities beyond school day/faculty meetings/contact with parents/leadership	5%	
Professional goals	2%	Data analysis for instruction	5%	Continuing education/professional development	5%	
		LBTA/observation/evaluation or self-evaluation tool	15%			
	5%		30%		15%	
<b>SUM OF 50%</b>						<b>SUM OF 50%</b>

\*\*\*\*\*Percentage of pool will be established through the 5 year forecast. The amount of the pool to be negotiated with LBTA.

\*\*\*\*\*All finalized data submission will be due by April 1, 2013

**EVIDENCE OF ALL CATEGORIES SHALL BE MAINTAINED AND PRODUCED BY LBTA BARGAINING UNIT MEMBER**

Teacher Signature \_\_\_\_\_ Date \_\_\_\_\_

Principal Signature \_\_\_\_\_ Date \_\_\_\_\_

