

STATE EMPLOYMENT
RELATIONS BOARD

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LIBERTY LOCAL BOARD OF EDUCATION

LASE

September 1, 2013 – August 31, 2016

NEGOTIATED AGREEMENT

ARTICLE I. RECOGNITION

1.01 Statement of Recognition

The Liberty Local Board of Education, hereinafter referred to as the "Board" or the "Employer," recognizes the Liberty Association of School Employees (LASE), affiliated with the Ohio Education Association and the National Education Association, hereinafter referred to as the "Association," as the sole and exclusive bargaining representative of all members of the bargaining unit for the purpose of arriving at contractual agreements on wages, hours, or terms and other conditions of employment, and the continuation, modification, or deletion of an existing provision of this agreement.

1.02 Definition of Bargaining Unit

1.021 Inclusions

The bargaining unit shall include all full-time certified/**licensed**, part-time certified/**licensed**, regular full-time classified and regular part-time classified personnel as hereinafter defined. Teachers shall be defined as in ORC Section 3319.09, including guidance counselors, federally funded program teachers, school nurses, and tutors. Part-time teachers shall be defined as teaching less than thirty- three (33) hours per week. Classified employees shall consist of those paid from the general, cafeteria and title funds, subject to exclusions contained in Section 1.022 of this Article including Secretaries, Educational Aides, Lunchroom Aides, Cooks, Custodians, Mechanics, Maintenance, Media Center Aides, Bus Drivers and Intervention Assistants.

1.022 Exclusions

Those positions excluded from the bargaining unit shall be: all administrative personnel and all substitute teachers, Supervisor of Transportation, Supervisor of Food Services, Supervisor of Custodial Services, and further excluding all secretaries employed in the Board office, student employees and substitute employees. Also excluded from the dues deduction provisions are the current cafeteria employees working approximately two (2) hours per day (not to exceed ten (10) employees). Included in these ten (10) employees are four (4) lunchroom recess aides and six (6) lunchroom workers, two (2) per kitchen. In the event any of the

said ten (10) employees should permanently replace a Lunchroom 3 and 4 Hour Worker, then such employee shall be subject to the dues deduction provision. These employees may voluntarily join the dues deduction provision.

1.03 Tutors

1.031 The term "tutors" as used in this Contract shall refer only to certificated/licensed staff classified as learning disabled, developmentally disabled, speech and hearing tutors and/or other certificated/licensed staff classified as regular tutors (working with **at least** one (1), but no more than six (6) students) who perform their services in Liberty Local School District Buildings. Certificated/licensed staff members who perform tutorial services outside the buildings of the Liberty Local School District (e.g., at a residence or hospital) (home instruction tutors) shall not be deemed included within this definition.

1.032 Tutors shall be compensated on an hourly rate based on BA-0 of the salary schedule for all hours worked in student contact time performing tutorial services.

1.033 For purposes of Section 6.06, a tutor shall have seniority only as a tutor. Should a certificated/licensed staff member who is employed as a tutor subsequently become a regular classroom teacher under a regular teaching contract, such individual's non "tutor" seniority shall commence from the date of such other employment and shall not include any service time as a tutor.

1.034 It is understood and agreed that not all Sections of this Contract are applicable to Tutors. The following Sections of this Contract shall not be deemed applicable to Tutors:

- Section 5.06..... Sabbatical Leave
- Section 5.085.....Insurance - Parental Leave
- Section 5.106..... Insurance - Medical Leave
- Section 5.112..... Insurance - Exchange or Foreign Teaching Leave
- Section 5.12.....Workshop/Conference/Clinic/State Tournament Leave
- Section 6.023..... Involuntary Transfer
- Section 6.07.....School Year/School Day

Section 6.09..... Class Size/Class Load
Section 6.15..... Experience Credit
Section 8.01..... Insurances
Section 8.06..... Tuition Reimbursement
Section 9.01..... Salary Schedules
Section 9.02..... Supplemental Contracts
Section 9.03..... Placement
Section 9.06..... Substituting

1.04 Subcontracting

In the event the Board determines to subcontract services which are currently performed by members of the bargaining unit, the Association president shall be notified in writing of such determination and the Association shall be given an opportunity to meet with the Board and present the Association position on subcontracting.

ARTICLE II. NEGOTIATIONS PROCEDURE

2.01 Request for Negotiations

A meeting for the purpose of beginning negotiations shall be called between February 1 and February 15 upon the written request of the Association or the Board filed prior to February 1 of the year in which this Contract expires. Requests from the Association shall be made to the Superintendent. Requests from the Board shall be made to the President of the Association. Upon mutual agreement by the parties, alternate timelines and/or negotiation procedures may be established.

2.02 Exchange of Proposals

Proposals shall be exchanged by the parties at the first meeting and shall in form and detail specify that to which agreement is sought. Thereafter, new proposals may not be submitted. Topical listings shall constitute a failure to comply with this paragraph and shall be disregarded.

2.03 Composition of the Negotiating Team

The negotiating teams shall be composed of not more than five persons. Each team shall select a chief spokesperson who shall be in attendance at each negotiating session unless otherwise agreed by the parties.

2.04 Exchange of Information and Views

The parties agree to furnish each other, upon request and in reasonable time, available information concerning matters being negotiated. Access to available information in such form as it may exist constitutes compliance with this provision. Neither party is obligated to develop data or information not in existence or to work, re-work, re-draft, summarize, compute, or otherwise develop data or information in other than its existing form.

2.05 Requests for Assistance

All parties have the right to utilize the services of lay or professional consultants. Such consultants may attend negotiation sessions in addition to the regular negotiating team and shall have speaking rights at such sessions.

2.06 Negotiation Period

The negotiation period shall be sixty (60) calendar days commencing with the first meeting.

2.07 Agreement

As tentative agreement is reached on each item, it shall be reduced to writing, initialed and dated. When completed and ratified by the Association and approved by the Board, it shall become a part of the official minutes of the Board.

2.08 Disagreement

2.081 Mediation

In the event that agreement is not reached in forty-five (45) days from the first bargaining session on a matter or matters being negotiated, either party may request that the Federal Mediation and Conciliation Service provide a mediator to facilitate bargaining and the other party shall participate. The assistance of the mediator shall continue until a new contract is agreed or until the expiration of the existing contract. Mediation may continue after the expiration date by mutual agreement. **The negotiations procedure set forth in this Article supersedes and takes precedence over any inconsistent time limits or procedures set forth in Section 4117.14 of the Ohio Revised Code. Mediation, as set forth herein, constitutes the parties' mutually agreed upon exclusive dispute settlement procedure and shall operate in lieu of any and all of the settlement procedures set forth in Section 4117.14 of the Ohio Revised Code.**

2.082 Cost of Mediation

The cost of mediation, if any, shall be shared equally by the Board and the Association.

ARTICLE III. GRIEVANCE PROCEDURE

3.01 Definitions

- 3.011 "Association" shall mean the Liberty Association of School Employees.
- 3.012 "Administration" shall mean the Superintendent, Assistant Superintendent, directors, supervisors, coordinators, building principals, and assistant principals.
- 3.013 "Board of Education" and "Board" shall mean the Liberty Local Board of Education.
- 3.014 "Days" shall mean actual working days unless specified differently. During the months of June, July and August when school is not in session, "Days" shall mean Monday through Friday except days when the Board office is closed. All grievances initiated in the summer shall commence at Step II except for full-time classified employees who shall file at Step I. Days in the summer may be extended up to ten (10) days upon notification by either party.
- 3.015 "Grievance" shall mean a claim by a member(s) that there has been a violation, misinterpretation or misapplication of the Contract between the Association and the Board.
- 3.016 "Grievant" shall mean a member(s) and his/her representative (which is the Association) initiating a claim as defined in 3.015. (Where more than one person is a grievant, each shall sign the grievance.)
- 3.017 "Immediate Supervisor" shall mean that administrator having immediate supervisory responsibility over the grievant.
- 3.018 "Member" shall mean a member of the bargaining unit described in Article I, Section 1.02, of this Contract.

3.02 Rights of the Grievant and the Association

- 3.021 A grievant shall be accompanied at all times and at all formal steps of the grievance procedure by a representative of the Association.

3.022 The purpose of these procedures is to secure, at the lowest level administrator having authority to resolve the grievance, equitable solutions to grievances. All parties agree that grievances will be kept as confidential as is appropriate and processed as expeditiously as possible.

3.03 Time Limits

3.031 The number of days and the time limits indicated at each step in the procedure shall be the maximum.

3.032 If the grievant does not file a grievance in writing within twenty (20) days of the occurrence or knowledge of the act, then the grievance shall be considered waived.

3.033 If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed settled on the basis of the disposition at that step, and further appeal shall be barred.

3.034 Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.

3.035 All notices of hearings, dispositions of grievances, written grievances and appeals shall be in writing and hand-delivered or mailed by certified mail, return receipt requested. The bargaining agent shall receive copies of all notices.

3.036 Every reasonable effort will be made to process grievances to a satisfactory conclusion by the end of a school year.

3.037 Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.

3.04 Grievance Procedure

3.041 Formal Procedure

Step I

Grievance shall be pursued by submitting a completed Grievance Report Form (**Appendix “ “**), Step I, in duplicate by the 20th day following the occurrence or knowledge of the act. **The Grievance Report Form shall include the date of the alleged grievance, a description of the facts supporting the grievance, the Article or Articles allegedly violated, and the relief sought by the grievant.** Copies of this form shall be submitted by the grievant to the immediate supervisor and to the chairperson of the Association Grievance Committee. Within five (5) days of receipt of the Grievance Report Form, the immediate supervisor shall meet with the grievant. The immediate supervisor shall write a disposition of the grievance within three (3) days after such meeting by completing Step I Grievance Report Form and returning a copy to the grievant and the Superintendent.

Step II

If the grievant is not satisfied with the disposition of the grievance in Step I, the grievant shall complete Grievance Report Form Step II and submit same to the Superintendent within five (5) days of receipt of its disposition at Step I level. Within ten (10) days of receipt of the grievance form, the Superintendent shall meet with the grievant. Within three (3) days of the meeting, the Superintendent shall write his/her disposition of the grievance by completing his/her position of Step II, forwarding a copy to the grievant, the Association, and the immediate supervisor.

Step III

If the grievant is not satisfied with the disposition made by the Superintendent, then the grievant shall complete Grievance Report Form Step III and submit same to the President of the Board within five (5) days of the disposition by the Superintendent either by hand delivery with receipt acknowledgement as set forth in Section 3.035, or by certified mail with a return receipt requested with the date of receipt recorded thereon.

The Board as its option may meet with the grievant for the purpose of reviewing such grievance. The meeting shall be held in executive session unless otherwise required by law. **If the Board determines to hear the grievance**, such meeting shall be held within fifteen

(15) days of receipt by the President of the Step III Grievance Report Form **or at the next regular Board meeting occurring after the fifteen (15) days.** Following such meeting, the disposition of the grievance shall be written by the Board of Education and given to the grievant by the President of the Board of Education within seven (7) days.

Step IV

If the grievant is not satisfied with the disposition of the grievance by the Board of Education at Step III, the grievant (through the Association) may request a hearing before an arbitrator by completing Grievance Report Form Step IV. The grievant's request for arbitration or mediation shall be made within five (5) days following either the receipt by the President of the grievant's request for arbitration or mediation or disposition of the grievance in Step III or the lapse of fifteen (15) days following grievant's submission of the Grievance Report Form to the President under Step III, whichever occurs first. The grievant's request for arbitration or mediation shall be by certified mail with return receipt requested to the President of the Board. Within five (5) days following receipt by the President of the grievant's request for arbitration, The Board or its designated representative and the grievant shall mutually petition the American Arbitration Association in accordance with the rules of the American Arbitration Association. Either party may request a second list of arbitrators.

Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of the American Arbitration Association.

The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding to both the Board and the Association.

The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this Collective Bargaining Contract, nor add to, detract from, or modify the language therein in

arriving at a determination of any issue presented that is proper with the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination.

The costs for arbitration shall be shared equally by the Association and the Board.

3.05 Miscellaneous

Nothing contained in this procedure shall be construed as limiting the individual right of a member having a complaint or problem to discuss the matter informally with members of the administration through the normal channels of communication.

In the event the Association determines, at any level of the grievance procedure, that a grievance should not be carried further, the grievant may continue the procedure but shall be liable for all expenses incurred thereafter in such proceeding.

3.06 Exclusivity of the Grievance Procedure

The parties agree that any dispute which is or could be the subject of a grievance is to be resolved through the grievance procedure of this Agreement.

It is further understood that the parties individually and collectively agree that there will be no interruption or cessation of work in connection with a dispute arising under this Contract.

ARTICLE IV. RIGHTS

4.01 Board of Education Rights

The Board hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and of the United States, limited only by the specific and express terms of this Contract and the Ohio Statutes and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Ohio, and the Constitution and laws of the United States.

4.02 Association Rights

- 4.021 The bargaining agent shall have the sole and exclusive organization rights to process grievances under this Contract.
- 4.022 The bargaining agent shall have the organizational right to use school mailboxes, email, telephone and fax.
- 4.023 The bargaining agent shall have the organizational right to use interschool mail privileges.
- 4.024 The bargaining agent shall have the sole and exclusive organizational right to payroll deduction of dues and/or service fees, if required.
- 4.025 The bargaining agent shall have the organizational right to the use of a bulletin board designated by the principal in each building.
- 4.026 The bargaining agent shall have the organizational right to have building meetings before or after school provided that said meetings do not interfere with the commencement or the ending of the school day. The building principal shall have at least twenty-four (24) hours advance notification of meetings.
- 4.027 Association business such as membership recruitment, preparing and/or disseminating union promotional material, or other similar activities which are not clearly for the purpose of enforcing this Agreement on behalf of a bargaining unit member shall not be conducted during regularly scheduled work hours.

4.03 Payroll Deduction of Dues

Once a bargaining unit member has joined the Association, he/she shall only remove his/her authorization for dues deduction as provided by law.

4.04 Service Fee

4.041 All bargaining unit members who are not members of the Association shall pay a monthly service fee equivalent to the monthly dues uniformly required of such members, not including initiation fees, fines or assessments, as certified by the Association to the Treasurer before each school year and as further necessary to be accurate. Such payment shall be subject to a rebate procedure provided by the Association meeting all requirements of applicable state and federal law.

4.042 Such service fee shall be automatically deductible in ten (10) equal installments beginning with the first paycheck of the second semester of the school year.

4.043 The balance of any annual deductions shall be deducted from the final paycheck of a non-member bargaining unit member resigning his/her position, receiving a leave of absence, or terminating his/her employment after the opening of school.

4.044 The Board will provide the Association with a single printout showing the non-member bargaining unit members from whom such service fees were deducted. This itemized statement with a transmittal letter will be prepared monthly.

4.045 The foregoing provisions regarding service fees shall be subject to all requirements of Ohio Revised Code, Section 4117.09 (C) and all other applicable law of the subject matter.

4.046 The Association agrees to defend, indemnify and hold harmless the Board, its individual members, the Superintendent, Treasurer, and other members of the Administration, in any claim, demand, action or cause of action brought to contest collection or other elements of administration of the Agency Fee.

ARTICLE V. LEAVES OF ABSENCE

5.01 Sick Leave

5.011 Annual Allowance

Bargaining unit members shall be granted sick leave on the following basis: one and one-quarter (1 1/4) days for each completed month of service, or fifteen (15) days for each completed year of service.

5.012 Manner of Calculation

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

5.013 Accumulated Sick Leave

The maximum number of sick leave days accumulated shall be unlimited.

5.014 Approved Use of Sick Leave Days

Classified employees will report their absence to the building principal or immediate supervisor as early as possible as and not later than one (1) hour before their duty time. Each new employee, upon signing a contract for the school year, shall be entitled to five (5) days absence with pay until the five (5) have been earned as indicated above. Sick leave may be granted in increments of one-half (1/2) day with prior approval. The employee must make the request two (2) full business days prior to the start of the work day.

Sick leave days may be used by all bargaining unit members for the following reasons:

- A. Personal illness.
- B. Death in the immediate family, when the immediate family is construed to mean husband, wife, children, father, mother, sister, brother, or similar relative by marriage; or death in the

household. Up to three days' sick leave shall be granted.

Up to two days sick leave shall be granted for a death of other family members not included in the definition of immediate family such as aunt, uncle, niece, nephew or cousin or similar relative by marriage.

Up to one day shall be granted for attendance at calling hours or funeral services of a close friend

- C. Pregnancy - a signed statement from the employee's physician certifying the pregnancy and that the employee is disabled and cannot perform the duties required.
- D. Injury, contraction of or exposure to a contagious disease which could be communicated to others.
- E. Illness or injury in the member's immediate family.

5.015 Exhaustion of Sick Leave

In the event a bargaining unit member uses all of his/her sick leave, the Board shall provide fringe benefits as per this Contract for up to thirty (30) days **(12 weeks if the employee is on approved FMLA qualifying leave)** following the exhaustion of the sick leave benefits provided however, that as a condition of said payment the bargaining unit member shall furnish the Board written verification from a physician of the need for the employee to remain away from employment **and requests unpaid leave in accordance with Ohio Revised Code Section 3319.13**. In the event benefits provided by the Board are exhausted, **an employee on an approved unpaid leave of absence** may continue any or all benefits by making payment to the Treasurer **of the entire premium amount** not later than the 25th day of each month proceeding the month for which the premium is due.

5.016 Falsification of Sick Leave Form or Certificates

- A. Falsification of either the sick leave form or physician's certificate, if submitted, or the member's statement is ground for suspension or termination of employment.

- B. An employee who uses more than five (5) consecutive days of sick leave for personal illness or personal injury must complete and submit a sick leave form together with a verification from his/her attending physician of the duration of the personal illness or personal injury which justified the use of sick leave. (See Appendix A)

5.017 Incentive for Non-use of Sick or Personal Leave

Employees shall be eligible for an attendance incentive for non-use of sick **or personal** days. The eligibility period shall be based upon the fiscal year (July 1 – June 30). The incentive will be payable each July. **This provision shall sunset on August 31, 2016, unless the parties agree to extend same during successor contract negotiations.**

The amount of the incentive shall be based upon the employee's per diem rate at the time of payment.

Payment is based on the number of months an employee works during their normal contract year, and the number of sick **or personal** days used by the employee, according to the following scale:

Number of sick/ personal days used July 1 – June 30	Incentive 12 month employees	Incentive all other employees
0	3 days pay	2 days pay
.5 - 1	2.5 days pay	1.5 days pay
1.5 - 2	2 days pay	1 day pay
2.5 - 3	1.5 days pay	.5 day pay
3.5 - 4	1 day pay	0

5.018 Sick Leave Bank

5.0181 Establishment

- A. Each bargaining unit member may contribute one (1) day of his/her accumulated sick leave to the Sick Leave Bank during the enrollment period. The initial enrollment period will be September 1 to October 31, 2001. Thereafter, enrollment periods will be from August 20 through September 15 of each school year. New employees will have thirty (30) days from the date of employment to enroll.

The donated day is not returnable nor does it count against the attendance incentive.

- B. During the year, additional time may be donated by bank members upon the agreement of the Sick Leave Bank Committee.
- C. If fifteen (15) participants are not enrolled by the initial enrollment deadline, there will be no deduction of sick leave days and the bank will not be established.
- D. No donations may be made except as provided in this section.
- E. The Association has the responsibility to inform bargaining unit members of the Sick Leave Bank and enrolling interested parties, and supplying this information to the Treasurer's Office. Communication regarding the operation of the Sick Leave Bank will rest with the Sick Leave Bank Committee and the Association and not the Board or Treasurer's Office.

5.0182 Operational Procedures

- A. Use of days from the Sick Leave Bank will be limited to those individuals who have contributed to the bank.
- B. Use of days from the Sick Leave Bank will be limited to **catastrophic** illness of **or injury to** the Bargaining Unit member, spouse, or dependent children. A doctor's statement is required with the application in order to be considered. Members may not use days in the Sick Leave Bank to extend parental leave; **however, medical complications which would otherwise qualify are not prohibited. The recuperation from surgeries or other procedures which could otherwise have reasonably been scheduled during school vacation periods will not qualify for Sick Leave Bank donation. In addition, bargaining unit members whose sick leave has been depleted by intermittent use may not qualify for this benefit.**
- C. Use of days from the Sick Leave Bank will be considered by the Sick Leave Bank Committee

only after the individual has used all of his/her accumulated sick leave, **personal leave, and/or vacation** days and has used possible advances of sick leave days.

- D. The maximum number of days that a person may use is 20% of the total days in the Bank at the end of the enrollment period. Additional days may be granted at the discretion of the Sick Leave Bank Committee.
- E. Members shall not be required to repay days used from the Sick Leave Bank.

5.0183 Sick Leave Bank Committee

- A. The Bank will be operated on a voluntary basis. A committee shall be formed to administer the Bank and to provide the information whereby the Treasurer's office of the Board will keep the records. This committee shall be empowered to adopt rules and regulations and to make decisions required to administer the Sick Leave Bank, so long as those rules, regulations, and decisions do not modify the agreement contained herein. Decisions of the Sick Leave Bank Committee shall be considered final and are not subject to the grievance procedure. This committee will be titled the "Sick Leave Bank Committee" (hereafter referred to as the SBC). The SBC shall be composed of the following five (5) persons:
 - 1. Superintendent of the Board or his/her designee.
 - 2. The Association President or his/her designee.
 - 3. Treasurer of the Board or his/her designee.
 - 4. Two bargaining unit members. These members are to be appointed by the Association President and shall be participants of the Sick Leave Bank.
- B. Should a vacancy occur on the SBC, a replacement for the vacant position shall be

appointed by the authority making the original appointment.

- C. One of the three bargaining unit SBC representatives will be selected to act as chairperson of the SBC. The Association President will designate the chairperson prior to the first meeting of the SBC.
- D. The SBC will be responsible for developing the forms needed to operate the Bank.
- E. Guidelines will be reviewed annually by the Sick Leave Bank Committee.

5.02 Assault Leave

The Board shall grant a paid assault leave not to exceed fifteen (15) workdays per assault, in lieu of paid sick leave, for certified/licensed bargaining unit employees who are disabled due to a physical disability resulting from an assault which occurs in the course of Board employment or which occurs while carrying out an approved school-related assignment. Any amount of salary payable pursuant to this Section shall be reduced by the amount of any worker's compensation awarded for temporary disability due to said assault injury for the period for which such salary is paid. In order to be eligible for a leave, the employee shall be required to submit a physician's verification that a disabling condition exists due to the employment-related assignment. Additional days of assault leave, in lieu of sick leave, shall be granted by the Superintendent up to a maximum of sixty (60) workdays, based on the physician's verification that the employee cannot perform the tasks required for his/her position. The Superintendent may require a second opinion from a qualified physician.

Assault leave is also conditioned upon the submission of a statement regarding the assault which shall include the nature of the assault, the date of its occurrence, the name(s) of the individual(s) causing the assault or the description of the individual(s) if the name(s) is/are unknown, and the facts surrounding the assault. Any bargaining unit member seeking assault leave must cooperate fully in any District investigation of the assault.

5.03 Personal Leave

Each employee shall be entitled to four (4) days of personal leave per fiscal year (July 1 – June 30). Such leave shall be granted upon notification to the appropriate supervisor or designee no later than one and one-half (1 ½) hours prior to the start of the school day on the day the employee wishes to leave. All such days granted shall be with pay. All unused personal days will be converted to sick days at the end of each fiscal year. Other than as defined below, all other days remain unrestricted.

The following days are defined as restricted for both certified and classified employees;

- The first teacher day of the school year.
- The school day before the start of winter break or spring break.
- The school day after the end of winter break or spring break.

Restricted personal time is subject to the following reasons with verification required upon request of the building principal or supervisor and Superintendent. Personal leave may be granted in increments of one-half (1/2) day with prior approval. The employee must make the request two (2) full business days prior to the start of the work day.

- A. Religious holidays for the observance of high or major holidays (such as Christmas) of the employee's faith.
- B. Required attendance of a person at an institution of higher learning for the purpose of an examination, for registration, or for graduation.
- C. Required attendance of a spouse, son, or daughter at an institution of higher learning for the purpose of examination and/or registration.
- D. Attendance at a funeral of a relative or a close friend, or as performing as a pallbearer at a funeral.
- E. When required to appear in a court as a litigant or witness.
- F. Attendance at graduation ceremonies of a member of the immediate family from high school or an institution of higher learning.
- G. Required attendance by a person in any government or professional bureau or office, when such bureau or office is not open for business on Saturday, or when such business cannot be conducted during other than working hours.

- H. Emergency moving from one residence to another – one day.
- I. Weather conditions of such a nature to make it impossible for an employee to report for work; such conditions as being cut off by high water, obstructions, stuck in snow, etc.
- J. Accidents involving property used by the employees.
- K. Hospitalization or illness of a close relative or member of a household, which is not covered by sick leave.
- L. Attendance at one's own wedding or the wedding of a relative or participation in the wedding of a close friend.
- M. Honeymoon or trip following one's own wedding.
- N. Any comparable reason approved by the Superintendent.

5.04 Association Leave - With Pay

5.041 OEA Representative Assembly Leave

A maximum of three (3) bargaining unit members shall be allowed released time to attend the Ohio Education Association Representative Assemblies each year. A total of five (5) days may be used for this purpose each school year.

5.042 Conference Leave

5.0421 Release Time

Released time shall be allowed for bargaining unit members to attend instruction, professional development, or human relations conferences sponsored by the Ohio Education Association. The number of work days released shall not exceed a total of five in a school year.

5.0422 Notification

Notification for released time to attend one of the previously mentioned conferences shall be made to the Superintendent at least two weeks prior to the released time.

5.0423 Attendance

The bargaining unit members to attend conferences shall be members of the Association and elected or appointed to attend one or more of the previously mentioned conferences by the Association Executive Committee or general membership.

5.05 President's Leave

The Association President shall, with notification to the Superintendent and Building Principal or Building Supervisor at least one day in advance, be granted a maximum of three (3) days' leave with pay per school year to conduct Association business.

5.06 Sabbatical Leave

5.061 Entitlement

A leave of absence, if requested, shall be granted to any teacher for professional study and improvement for a period not to exceed one school year after five (5) years teaching in the Liberty Schools. Annual increments provided by the salary schedule shall be granted. No more than one percent (1%) of the teachers may be on such leave at one time nor shall this be granted to the same teacher more than once in a three year period, nor to the same teacher when other members of the staff have filed a request for such leave.

5.062 Fringe Benefits

All fringe benefits provided by the Board and desired by the teacher shall be continued, upon approval by the respective insurance carrier, for those who are on sabbatical leave, upon the payment of the premium by the teacher to the Treasurer not later than the 25th day of each month preceding the month for which the premium is due.

5.07 Short Term Unpaid Leave

Bargaining unit members who need a short term leave may apply to the Superintendent for a leave of up to five days. The

bargaining unit member shall provide reasons for the leave, and days shall be unpaid.

5.08 Parental Leave of Absence

5.081 Definition

A "parental leave" is defined as absence from school without pay by a certified/licensed employee who is pregnant, is adopting a child, or is to become a parent by reason of pregnancy of his spouse.

In order to be eligible for parental leave, an employee shall have one (1) or more years of service with the Board.

5.082 Notification of Pregnancy

In the event that an employee becomes pregnant, the employee shall notify the Superintendent of the condition of pregnancy by the end of the fifth month as designated by a certificate of the attending physician. This notification shall be in writing and shall include the following:

- A. A medical certificate signed by the employee's physician confirming the pregnancy.
- B. The medical certificate shall indicate the anticipated birth date of the baby.
- C. In the event an employee may desire a parental leave, the employee's statement should include the approximate date of the commencement of said leave.

5.083 Procedure for Parental Leave

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

5.084 Term of Parental Leave

All parental leaves may be for the remainder of the school year in which the child is born or adopted and the subsequent year. Said leave shall begin on the first day of the parental leave and the employee shall notify the Superintendent as to the employee's intention regarding the return to employment no later than thirty (30) days prior to the expiration of said leave. If the employee indicates his/her intention to return to work, he/she shall follow the same procedure enumerated in all subsequent sections of the parental leave policy. Upon approval of the Board of Education and upon assuring of a special circumstance, a parental leave of absence may be extended for a period not to exceed one (1) school year for employees with two (2) or more years.

5.085 All insurance coverage provided by the Board and desired by the employee shall be continued for those who are on parental leave, upon the payment of the premium by the employee to the Treasurer not later than the 25th day of each month preceding the month for which the premium is due.

5.086 Early Termination of Parental Leave by Request of Employee

Upon written request of the employee to the Superintendent, a parental leave of absence may be terminated at any time after the birth of the child under the following conditions:

- A. In the case of an employee who was pregnant, the employee will be declared eligible to return to regular duties when she submits a written medical certification signed by her physician that she is physically and emotionally able to resume full-time employment.
- B. In the case of an employee who has adopted a child or whose wife has been pregnant, the employee will be declared eligible to return to regular duties upon notification by the employee to the Superintendent, no later than thirty (30) days prior to the desired expiration of the leave.
- C. **Certified/licensed** staff returning from sabbatical, parental leave, medical leave or family medical

leave of absence as defined by contract may not return if date of return is less than thirty (30) days from the end of the school year or ten (10) days from the end of a grading period. It is understood that the Board of Education will extend applicable medical benefits to those returning under these circumstances from Family Medical Leave.

- D. After reinstatement eligibility has been determined, the Superintendent of Schools may recommend reassignment to duty at an earlier time than that which is stated herein, but in all cases of parental leave, reassignment shall be in accordance with the recommendation of the Superintendent of Schools and the needs of the school system. At the end of the leave, the employee shall be returned to a position for which she holds a valid certificate/license.

5.087 Use of Sick Leave for Pregnancy Purposes

- A. An employee shall be permitted to use accumulated unused sick leave days for absence due to pregnancy. Where an employee is absent due to pregnancy, but has used all accumulated sick leave, she shall be given a Medical Leave of Absence, without pay, for not more than one full school year. Such leave may be extended for a period not to exceed an additional school year due to special circumstances upon approval of the Board of Education.
- B. All insurance coverage provided by the Board and desired by the employee shall be continued, upon approval by the respective insurance carrier, for those who are on such leave, upon payment of the premium by the employee to the Treasurer not later than the 25th day of each month preceding the month for which the premium is due.
- C. The use of sick leave after the birth of a child is comparable to the use of sick leave for other medical reasons. Therefore, as soon as medical examination verifies that the employee is medically able to come back to work, parental leave shall become effective and sick leave pay ends.

- D. Sick leave may not be used by an employee taking parental leave for the pregnancy of his spouse or the adoption of a child except for those reasons listed in the Ohio Revised Code 3319.141.

5.09 Family and Medical Leave Act of 1993 (FMLA)

A. Eligibility

1. An eligible staff member may take up to twelve (12) work weeks of unpaid leave ("FMLA leave") in any twelve (12) month period for one (1) or more of the following circumstances:
 - a. the birth of an employee's child and to care for the child up to age one ;
 - b. the placement of a child with an employee for adoption or foster care, up to a twelve (12) month period after the placement;
 - c. to care for the spouse, child, or parent of an employee when that family member has a serious health condition;
 - d. the employee's inability to perform the functions of the position because of the employee's own serious health condition. Such a condition may be an illness, injury, impairment, or physical or mental conditions that involves in-patient care in a hospital, hospice, or residential treatment facility or requires continuing treatment by a health-care provider. (M.D. or D.O.); and/or
 - e. **any "qualifying situation" that arises out of the fact that the employee's spouse, son, daughter or parent is on covered active duty, or has been notified of an impending call or order to covered active duty. Additionally, eligible employees may take up to twenty-six (26) weeks of unpaid leave in a "single 12-month period" to care for a covered service member with a serious injury or illness.**
2. To be eligible for FMLA Leave, the employee must:
 - a. have been working for the Board for at least twelve (12) months before the leave request

(these do not need to be consecutive months);
and

- b. have worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period preceding the FMLA leave.

3. Twelve Month Period

The twelve (12) month period for the purposes of the FMLA shall be measured backward from the date a staff member uses any Family and Medical Leave Act Leave.

4. Usage of FMLA

- a. The Board shall require or the staff member may request that all accrued paid vacation leave, medical or sick leave, or personal leave be used to substitute for the family leave described in this section. In cases in which the District has employed both the husband and the wife, the total amount of family leave is twelve (12) weeks for the couple, except when the leave is due to the serious health condition of either the husband or wife.
- b. Leave under FMLA shall entitle the staff member to up to twelve weeks of board-paid hospitalization and major medical insurance only. The staff member shall receive no board-paid compensation other than hospitalization and major medical insurance while on FMLA leave.

5. Inconsistencies Between the Agreement and FMLA

All terms which are not defined in Section 5.09 of the Agreement shall have the same meaning as those terms defined in the Family and Medical Leave Act of 1993. If there are any inconsistencies between Section 5.09 of the Agreement and the Family and Medical Leave Act of 1993, the Family and Medical Leave Act of 1993 **and lawful amendments thereto**, shall prevail.

5.10 Medical Leave

- 5.101 In order to be eligible for medical leave, an employee shall have two (2) or more years of service with the Board.

A written application for a leave of absence, or an extension of a leave of absence, without pay, for medical reasons due solely to the physical condition of the employee making such request, must be accompanied by a statement from the attending doctor and be approved by the school physician; said statement must indicate the nature of the illness and definitely recommend that the employee be relieved of duties.

- 5.102 The request for leave shall be granted for the remainder of the school year, or for an entire school year, with the possibility of a renewal of the leave, upon written request, according to the provisions of Section 3319.13 of the Ohio Revised Code. An earlier termination of this leave, if requested in writing by the employee, shall be at the discretion of the Superintendent, and in accordance with the needs and interest of the schools.

- 5.103 At least thirty (30) days before an employee on a leave of absence for medical reasons expects to resume his/her duties, the employee or someone acting in the employee's behalf, must request, in writing, the reinstatement of said the employee to the staff. Failure to comply with this regulation shall be deemed an automatic resignation.

- 5.104 Not less than ten (10) days before termination of leave, a doctor's statement approved by the school physician must be submitted by the employee. This statement shall certify that the employee has been examined and will be able to resume duties with the Board when the leave of absence expires.

- 5.105 Whenever any employee has been absent from active service a sufficient number of days to exhaust his/her accumulated sick days, and continues in absence without applying for a leave of absence under this Section, the Superintendent shall investigate the facts of the case and shall have the authority to recommend to the Board that an unrequested leave of absence be granted according to the provisions set forth in Section 3319.13 of the Ohio Revised Code. Any employee who

refuses to comply with the terms of such a leave shall be considered to have terminated his/her contract.

- 5.106 All insurance coverage provided by the Board and desired by the employee shall be continued, upon approval by the respective insurance carrier, for those who are on such leave, upon payment of the premium by the employee to the Treasurer not later than the 25th day of each month preceding the month for which the premium is due.

5.11 Exchange or Foreign Teaching Leave

- 5.111 After three or more consecutive years of contractual service in the Liberty Local School District, leaves of absence shall be granted for teaching outside the continental United States or in an approved teacher-exchange program. Such leaves shall be for one year and may be extended for an additional year upon written request of the employee. Annual increments provided by the salary schedule shall be granted for the year or years of teaching abroad.

5.112 Insurance Benefits

All fringe benefits provided by the Board and desired by the teacher shall be continued, upon approval by the respective insurance carrier, for those who are on sabbatical leave, upon the payment of the premium by the teacher to the Treasurer not later than the 25th day of each month preceding the month for which the premium is due.

5.12 Workshop/Conference/Clinic/State Tournament Leave

Upon submission of a proper application and approval by the Superintendent, full-time teachers **may** be granted two (2) days per fiscal year (July 1 – June 30), classified employees **may** be granted one (1) day, to attend a workshop or conference or clinic or state tournament in the area of present employment or extra duty assignment for that school year. Bargaining unit members seeking highly qualified status **may** be granted two additional days per fiscal year. The provision for bargaining unit members seeking highly qualified status limits the two additional days to programs sponsored by the Mahoning, Trumbull or Columbiana County Educational Service Centers. Reimbursement will be limited to mileage. Not more than two employees may be absent from any building to attend any single event, except by permission of the Superintendent.

Applications for attending will be considered on the basis of date of submission.

At least two weeks prior to the conference or workshop or clinic or state tournament date, the employee must present to the supervisor a copy of a completed application for attendance at the workshop, conference or clinic. Included with the application for attendance shall be materials indicating the sponsor, nature, purpose and duration of the workshop, conference or clinic. After review by the supervisor, the application will be submitted to the Superintendent for consideration. The employee will be advised at least one week prior to the conference date as to whether his or her application has been approved.

Reimbursement for workshop, conference, clinic, or state tournament leave during the summer months will be made in September of the next school year provided the employee continues to be employed within the school district.

The Board will provide a paid substitute for the days and will pay for the cost of attendance at the workshop, conference, clinic or state tournament, including conference fee, travel and meals, upon submission of proper documentation.

5.13 Military Service

5.131 Regular Duty

5.1311 Indefinite leaves of absence shall be granted to employees who leave the employ of the Board to serve in the Armed Forces of the United States in compliance with the requirements of the Ohio Revised Code.

5.1312 Employees discharged under honorable conditions shall resume the contract status held prior to entering military service, subject to passing a physical examination and subject to other constraints, if any, of the Ohio Revised Code. Such contract status shall begin at the beginning of the school semester following return from the Armed Services.

5.1313 Upon reinstatement, such employees shall receive credit on the salary schedule for time

spent in the military service in accordance with the Ohio Revised Code.

5.14 Jury Duty Leave

All regular employees on jury duty shall be paid their salary for the number of days they are required to serve **on a jury**, up to the time the employee shall be released from further service.

5.15 Misuse of Leave

The misuse by any employee of any of the leaves of absence provided in this Article shall be grounds for disciplinary action.

ARTICLE VI. EMPLOYMENT PROCEDURES FOR TEACHING STAFF

6.01 Teacher Assignment

6.011 No teacher shall be assigned to a position ("primary teaching assignment(s)") for which he/she is not certificated/licensed. (This section does not apply to casual substituting referred to in Article VIII, Section 8.06)

6.012 Teacher(s) who will be affected by change of grade, subject, or building assignment will be notified in writing and consulted by the principal as soon as it is practicable. Such changes will be voluntary where possible.

6.02 Transfers

6.021 Buildings are defined as High School, W.S. Guy including the Commons, and E.J. Blott.

Wherever applicable within this Agreement, Blott School shall be considered one separate building and Guy School including the Commons Area, shall be considered one separate facility. The high school shall be considered one separate facility.

6.022 Voluntary Transfers

A. Teachers who desire a transfer for the subsequent school year should file a written request on or about March 15. The request should contain a first preference and a second preference. Each preference should also contain the desired building, grade level, and/or subject.

B. No later than May 15, the Superintendent shall post, via a staff bulletin, a list of known vacancies for the next school year.

C. After the July 10 resignation deadline, members of the bargaining unit shall be notified of further vacancies by including notice of such opening with their paychecks or by letter to the Association President.

- D. When a position becomes available, all members of the bargaining unit who are qualified by certification/licensure, have the right to apply and shall be interviewed.
- E. If such request for a transfer is denied, the building principal will notify the member upon request in writing of the reason(s) said request was denied.
- F. If the bargaining unit member wishes to appeal the building principal's decision, he/she must do so in writing to the Superintendent within five (5) working days of receipt of the letter of denial. Furthermore, the Superintendent shall respond to the bargaining unit member's letter of appeal within five (5) working days.
- G. The Superintendent shall determine the final placement of all bargaining unit members.

6.023 Involuntary Transfer

When it becomes necessary for a teacher to be transferred, from one building to another, the least senior teacher, as seniority is defined in RIF lists, shall be transferred when no teacher certified/licensed in the area concerned has volunteered **unless legitimate educational reasons exist for the transfer of other than the least senior teacher.** Transfers and assignments within a building need not be accomplished with **reference to seniority** so long as such transfers or assignments are **for legitimate educational reasons.** **Transfers may not to be arbitrary, capricious or disciplinary in nature.**

6.03 Certificated/Licensed Vacancies

6.031 Vacancy is defined as a certificated/licensed position in the school district which has been occupied and for whatever reason it becomes no longer occupied and the Superintendent, in his/her discretion, decides the position is to be continued and filled.

- A. All certificated/licensed openings including but not limited to regular, supplemental and/or promotional positions that occur during the school year shall be adequately published by being posted in all buildings. Any objection by the Association or an employee for failure to post a

certificated/licensed opening shall be made to the Superintendent prior to the Board meeting at which employment action is to be taken. All qualified teachers shall be given adequate opportunity to make application for such positions during the school year. The notice shall clearly set forth a description of and the qualifications for the position, including duties, salary range, and procedure for application.

During the summer months when school is not in session, all members of the bargaining unit shall be notified of any openings by including notice of such openings with their paycheck or by mail.

- B. All certificated/licensed vacancies shall be posted for at least five (5) work days.
- C. Each member of the bargaining unit submitting an application within the proper time frame and meeting the required job certification for posted vacancy shall be granted an interview.
- D. A bargaining unit member who becomes an administrator after being issued a Supplemental Contract(s) shall be permitted to fulfill the Supplemental Contract(s). For the following school year, the Supplemental Contract(s) shall be posted in accordance with Article 6.03 of this Agreement.

6.04 Contracts

6.041 Individual Limited Contract - Regular

All teachers employed by the Board shall be issued written contracts in accordance with the Ohio Revised Code. Such contracts shall include the following information:

- A. Name of teacher.
- B. Name of the school district and Board of Education employing said teacher.
- C. Type of contract, limited or continuing - if limited, the number of years contract is to be in effect.
- D. Annual compensation (schedule and step).

- E. Teacher agreement that he/she shall abide by Board adopted policies.
- F. Provision for signature and date of signature of the teacher being contracted.
- G. Any provisions called for by the terms of this contract.

6.042 Continuing Contract

Teachers employed by the Board **under a continuing contract** shall be issued written notices of salary in accordance with the Ohio Revised Code. Such notice of salary shall include the following information:

- A. Name of teacher.
- B. Name of the school district and Board of Education employing said teacher.
- C. Annual compensation (schedule and experience) to be paid for the period of the notice.

6.05 Teacher Evaluation

The evaluation of the work of any teacher is the responsibility of the administration, but the development of an appropriate and fair instrument and procedure for evaluation is of proper concern to the entire teaching staff and administration. The primary purpose of teacher evaluations is to aid in the professional development of each certificated/licensed staff member.

The evaluation of certificated/licensed bargaining unit members shall be performed using the evaluation instrument in Appendix B. Each May, a review of the procedure(s) and instrument(s) shall be conducted. This review shall include five to ten representatives of the Association who will meet with the administration. Changes in the form shall be by mutual agreement.

- A. Part of any evaluation procedure for continuing contract teachers shall be a provision that any teacher found deficient in a professional competency shall be notified in writing at least nine weeks prior to a final evaluation and thus have a sufficient notice to correct all professional deficiencies. Part of any evaluation procedure for limited contract teachers shall follow the procedures as outlined in the Ohio Revised Code, Sections 3319.11 and 3319.111.

- B. Part of any evaluation shall be a provision that a personal characteristic, ordinarily apart from a professional teaching competency, shall not be part of an evaluation unless it is reasonable that the personal characteristic impairs the effectiveness of the individual as a teacher.

6.06 Reduction in Staff

6.061 Scope of Procedure

The following procedures shall govern the reduction of certified/licensed staff made necessary through **the reasons set forth in law** (decreased enrollment of pupils, **return to duty of regular teachers after leave of absence, suspension of schools, territorial changes affecting the District, or financial reasons**). Such procedures may be subject to revision in order to insure compliance with State and Federal laws relating to employment decisions. The procedures contained herein for such reduction in certificated/licensed staff shall not pertain to contracts non-renewed in accordance with Ohio Revised Code Section 3319.11 and to teachers employed as replacements for teachers on leave of absence.

6.062 Attrition

Subject only to the exceptions contained herein, the number of persons affected by a reduction in force will be kept to a minimum by not employing replacements for teachers who die, retire, or resign, or whose limited contracts are not renewed on the basis of performance. The employment of replacements for some positions may be necessary in the event that teachers in the system do not possess the necessary certification/licensure and do not have qualifications and experience equal to the person to be hired for the position, and the position is one that needs to be filled. Attrition, moreover may not be sufficient to accomplish a reduction in force in full.

6.063 Reduction in Force

Reductions under this RIF procedure which cannot be achieved through attrition shall be made by suspension of contracts on or before April 30 for the following school year.

6.064 **Contract Suspension**

- A. **When conducting a RIF, the Board will suspend contracts in accordance with the Superintendent's recommendation who shall, within each teaching field affected, give preference first to teachers on continuing contracts. The Board will not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations. For the transition period of this Agreement only, comparable evaluations of OTES teachers will be defined as all evaluation ratings above "Ineffective." Thereafter, unless the parties negotiate otherwise, comparability of will be determined in relation to the effectiveness ratings defined in the Board's standards-based teacher evaluation policy included in this agreement in accordance with Ohio Revised Code Sections 3319.111 and 3319.112. For bargaining unit members not subject to the Board's standards-based evaluation policy (non-OTES teachers), the Administration will determine comparability of evaluations, which decisions will not be arbitrary or capricious.**
- B. Seniority will be applied as follows:
- All certificated/licensed employees shall be placed on a seniority list within their area or areas of certification/licensure. These seniority lists shall govern matters of retention and recall subject to the exceptions provided for in 6.064 A above.
- C. Consistent with the provisions of 6.064 A above, exceptions to preferences for retention based on seniority may be made when it is necessary to do so in order to comply with State and Federal laws relating to employment with the aforesaid 6.064 A above.
- D. Seniority shall be determined by the length of continuous service in the bargaining unit as a certified/licensed employee. If two or more teachers have the same length of continuous service, then seniority will be determined by:

1. The date of the Board meeting at which the teacher was hired, and then by:
2. **Date and time of the most recent Liberty Local Schools application. All applicants must have a Liberty application on file and this requirement will be reflected in the posting. If this does not break the tie, then:**
3. **By the toss of a coin. The affected employees shall be present as well as the President of the Association. The President shall toss the coin.**

Length of continuous service will not be interrupted or affected by authorized leaves of absence.

- E. **The teachers whose contracts are suspended pursuant to this Article shall have the right of restoration to service status if and when teaching positions become vacant or are created for which any of such teachers are or become qualified. No teacher whose contract has been suspended pursuant to this Article shall lose that right of restoration to service status by reason of having declined recall to a position that is less than full-time or, if the teacher was not employed full-time just prior to suspension of the teacher's contract, to a position requiring a lesser percentage of full-time employment than the position the teacher last held while employed in the District. Seniority shall not be the basis for rehiring a teacher, except when making a decision between teachers who have comparable evaluations.**
- F. Notice of recall shall be given by telephone, **email**, or registered mail to the last telephone number or last address given by the teacher to the Board. It shall be the responsibility of the teacher to keep the Board advised in writing of an **email address**, telephone number and mailing address at which he/she can be reached. **Teachers whose contracts are suspended pursuant to a reduction in force may designate, in writing,**

their preferred method of notice of recall, which will be honored by the Board.

- G. Subject to the exception provided for in 6.064 A above, teachers notified on or before **June 1st** that their contracts will be suspended shall be offered re-employment **as set forth above** should openings occur for which they have the necessary certification/licensure. Teachers who are offered but who decline re-employment for such an opening need not be offered re-employment again in openings which may occur after the teacher's declination of re-employment. However, teachers who held full-time positions at the time of suspension may decline recall to a part-time position and remain on the RIF list. Teachers offered re-employment in neither the course of the school year following their suspension notice nor in the school year subsequent thereto, must make application for employment in accordance with established procedures if they desire to be considered for future employment. The rights herein granted to a suspended teacher shall be forfeited by the teacher should he or she (1) waive his or her recall rights in writing; (2) resign; (3) fail to accept recall as provided for herein; and (4) fail to report to work in a position that he or she has accepted within five (5) school days after receipt of the notice of recall, unless such recalled teacher is prohibited from doing so because of physical illness or injuries.
- H. On or before November 1 of each school year, the Superintendent shall provide the President of the Association with a list showing the seniority of each teacher then employed by the Board.
- I. Nothing contained herein shall abridge the Board's right to non-renew a limited contract teacher in accordance with Ohio Revised Code Section 3319.11 or to utilize the procedures provided for in Ohio Revised Code Section 3319.17, **the requirements of which may not be altered by this Agreement as set forth in that statute.**

6.07 School Year/School Day

6.071 School Year

The school year shall consist of the following:

1. 180 pupil contact days, two of which may be utilized as parent-teacher conference days at the Blott and Guy Schools. The parent-teacher conference day during the first semester shall be held the evening(s) of Thanksgiving Day week with the following day (Wednesday) a scheduled workday with teachers not required to attend. The parent-teacher conference day during the second semester shall be held the evening(s) of the week before President's Day with the following day (Friday) a scheduled workday with teachers not required to attend. Evening conference days will be selected by the building administration and building **staff**.

Parent-Teacher conference days for Liberty High School shall be held on **two** evenings selected by the high school administration and the high school faculty. The hours shall not exceed the hours of teachers in the Blott and Guy schools for conferencing and hospitality.

Open houses will be conducted as in the past, and teacher attendance is required. Except in unusual situations, the administration will limit curriculum meetings to no more than two (2) one hour meetings per month and building meetings to no more than two (2) one hour meetings per month. Meetings scheduled outside the established school day will require a forty-eight (48) hour staff notification except in an emergency situation. These meetings are conducted outside the established school day and teacher attendance is required. This does not preclude the right to conduct teacher meetings within the established school day.

2. In addition, three days over the 180 days shall be used as non-teaching days. These days shall be the first and last days of the official school calendar and one day, as scheduled, during the school year. On the last clerical day of the school year, teachers will be permitted to leave at noon if they have been checked out by their building principal.

6.072 School Day

The school day shall not be longer than 7 hours, 15 minutes of consecutive time and shall include a 30-minute, duty-free, uninterrupted lunch period.

6.073 Lunch Period

- A. The school day shall include a daily, minimum thirty (30) minute, duty-free, uninterrupted lunch period.
- B. Teachers may leave the building during lunch periods and, with principal approval, at other unassigned times.

6.074 Preparation Period

- A. All part time teachers who teach at least three classes per day will receive a daily preparation period.
- B. These teachers will be paid at their current hourly rate for this preparation period.
- C. Part time teachers who do not teach at least three classes will not receive a preparation period.

6.075 Make-up Days

- 6.0751 When a school or schools are closed due to weather or other unexpected event on a scheduled student contact day, teachers in the building(s) affected will not be required to report to work and will not be charged with any leave.
- 6.0752 The Superintendent shall seek the input of the LASE President prior to designating days during the school year to serve as make-up days when the number of days exceeds the number of calamity days allowed by the State of Ohio.
- 6.0753 Teachers in the affected buildings will report to the buildings on the designated make-up days. Such make-up days shall be

considered a part of the school year and not an additional compensation day.

6.08 Personnel Files

- A. Employees shall have the opportunity to reply to critical material by a written statement to be attached to the file copy, **if submitted within thirty (30) business days after the issuance of the document(s).**
- B. Employees shall be informed of any complaint by a parent, student, or administrator which is directed toward the employee and which will become a matter of record.
- C. Anonymous letters or materials shall not be placed in an employee's file, nor shall they be made a matter of record.
- D. Each employee shall have the reasonable right upon request to review the contents of his or her own file, with the exception of confidential references which were used in conjunction with or prior to his or her employment.
- E. An employee shall be entitled to a copy, at Board expense, of any material in his or her own file.
- F. Any item placed in an employee's file of a disciplinary nature shall not, after four (4) years, be considered for future corrective disciplinary action provided that no intervening discipline has occurred or unless mutually agreed otherwise by the parties.

6.09 Class Size/Class Load

6.091 Class Size

The Liberty Board of Education agrees that reduced class size promotes quality education. The Board will endeavor to maintain a class sizes **within the parameters of state law and regulations.**

To address safety issues, anytime the student roster exceeds 35 in the Liberty High School study hall, faculty and administration will meet at the request of the assigned study hall teacher to resolve the issue.

6.092 Class Load

- A. In the high school, each teacher shall be assigned not less than one planning period per work day.

- B. The practice of requiring a regular classroom elementary teacher to be present in physical education classes instructed by a certified/licensed physical education teacher will be discontinued.
- C. The practice of requiring a regular classroom elementary teacher to be present in the library when a certified/licensed librarian is present will be discontinued.
- D. At the E.J. Blott Elementary building, homeroom teacher bargaining unit members shall not assume playground and/or cafeteria duty. Non homeroom teachers may be assigned playground and/or cafeteria duty not to exceed 30 minutes per day based upon his/her availability. However, Non-homeroom teachers shall only be assigned one homeroom class per instructional period.

6.10 Resident Educator Program

1. **The Resident Educator Program for beginning teachers licensed after January 1, 2011, is for the purpose of providing educators with coaching, mentoring and guidance that are critical to improving their skills and knowledge and student achievement. The Resident Educator Program will be a Program administered and funded by the Board. This program shall be separate from and shall not replace the employee evaluation system.**
2. The Administration shall select the mentors for **Resident Educators** from a pool of bargaining unit volunteers only and no bargaining unit member can be required to serve as a mentor.
3. The mentor **resident educator** relationship is solely for the purpose of formative assistance. No information obtained in this relationship shall serve as a basis for any summative evaluation of the **resident educator's** performance. All information, written or oral, shall not be used in any employment or re-employment situation by the Board.
4. **In addition to mutually agreed upon released time in coordination with the building administration, each Mentor/Facilitator Teacher shall receive supplemental pay in accordance with the chart below. In addition,**

the Board will pay all training fees required for Mentor/Facilitator Teachers to receive the mandatory ODE State Training.

YEAR	First R.E.	Additional R.E.
Year One	\$800.00	\$400.00
Year Two	\$800.00	\$400.00
Years 3 & 4	\$500.00	\$250.00

5. General

- A. Other than a notation to the effect that a teacher served as a Mentor Teacher, the teacher's activities as a Mentor Teacher shall not be part of that staff member's evaluation.**
- B. No Resident Educator shall be required to remain in a resident educator program after advancing to a professional educator license.**
- C. Mentor Teachers shall not participate in the District's evaluation of any Resident Educator.**
- D. Mentor Teacher shall not be requested or directed to make any recommendation regarding the continued employment of the Resident Educator.**
- E. No Mentor Teacher shall be requested or directed to divulge information from the written documentation, or confidential Mentor/Resident Educator discussions. Any violation of this tenet by the Mentor Teacher shall constitute grounds for immediate removal from his/her role as Mentor Teacher.**
- F. At any time, either the Mentor Teacher or the Resident Educator may request to have a new Mentor assigned. The Mentor and the Resident Educator must operate in a trusting and comfortable relationship; therefore, no specifics shall be given as to the request or granting of this option and no prejudice or evaluation is to be given any such change.**
- G. All Mentor Teachers and Resident Educators shall keep confidential all discussions, actions, materials and other information to the**

extent permitted by law.

- H. **Mentor Teachers shall communicate directly with the Resident Educators and shall not discuss/report the performance and progress of the Resident Educator with any administrator, assessor, or other teacher, other than a resident educator program coordinator, if such a position is filled.**

6.11 Fair Dismissal

- A. Termination of contract of a teacher shall be in keeping with provisions of Section 3319.16 and related statutory law.
- B. All bargaining unit members with four years' experience in Liberty Local Schools are granted the following rights: non-renewal of contract shall be preceded by written notification to the teacher from the Board stating the intent to consider non-renewal of contract and the reasons for such consideration. Teachers being so notified for either termination of contract or non-renewal of contract shall be given the opportunity to address the Board with counsel, prior to any official action of the Board.
- C. Teachers being so notified shall be given the opportunity to resign prior to any official action of the Board.
- D. This action shall cover work done under all regular and supplemental contracts.

6.12 Continuing Contract Requests

- A. At its regularly scheduled meeting in April, the Board will act upon all requests for continuing contracts which have been filed to present processing of the request at that meeting. Teachers shall **provide written** notice of eligibility and intention to be granted tenure no later than **December 1** of the school year in which continuing contract status is being sought. The Board may choose to defer a decision on tenure until the expiration of any limited contract for any teacher requesting continuing contract during the term of a multi-year limited contract that is not due to expire in the contract year of the request.
- B. Extended Limited Contracts The Superintendent may recommend reemployment of the bargaining unit

member, if continuing service status has not previously been attained elsewhere, under an extended limited contract for a term not to exceed two (2) years, provided the Superintendent gives the member written reasons directed at the professional improvement of the teacher member on or before June 1st. Upon subsequent reemployment of the bargaining unit member only a continuing contract may be entered into. To the extent that this procedure for granting an extended limited contract differs with that found in Ohio Revised Code Section 3319.11, the parties intend that this provision replaces and supersedes same.

6.13 School Phones and Fax

All teachers have the right to reasonable use of the school telephone and fax for both personal and school business calls. They shall reimburse the school for the cost of any personal toll calls.

6.14 Student Discipline

The administration recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. In accordance with the laws of the State of Ohio, a teacher, a principal, or administrator may use such force as is reasonably necessary to quell a disturbance threatening physical injury to others, to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil for the purpose of self-defense, or for the protection of persons or property.

6.15 Experience Credit

Teachers hired **with prior teaching experience** will be granted up to one (1) year service credit for each year of public school experience, **for no less than five (5) but no more than up to fourteen (14) years of credit at the discretion of the Superintendent.**

6.16 Liberty Local Professional Development Committee (LLPDC)

A local Professional Development Committee shall be established in accordance with Senate Bill 230, the teacher licensure law. Time spent outside of the school day which is approved in advance by the Superintendent shall be paid at the employee's current per diem rate.

ARTICLE VII EMPLOYMENT PROCEDURES FOR CLASSIFIED STAFF

7.01 Work Week

The standard work week shall be defined as forty (40) hours per week, commencing 12:00 Midnight Sunday through 11:59 p.m. Friday of each week. Work week schedules may not be changed to prevent overtime eligibility of employees.

Full-time classified employees shall be assigned eight (8) hours a day, five (5) days per week, unless another work week is mutually agreeable.

7.02 Overtime

Employees shall be paid time and one-half (1 1/2) their regular rate of pay for all hours worked in excess of forty (40) hours per week. Employees requested to work on any designated holiday shall be paid at the rate of time and one-half (1 1/2) their regular rate of pay in addition to the regular holiday pay. Compensatory time may be taken by the employee in lieu of premium pay by mutual agreement. Compensatory time shall be accrued at the rate of one and one-half (1 1/2) hours off for each hour worked overtime. **Accumulated compensatory time can accrue to no more than ten (10) hours at any given time.**

When the administration determines that overtime is necessary, it shall first be offered to employees in the classification on a voluntary basis according to seniority within the classification. If the necessary overtime cannot be covered voluntarily, then overtime shall be assigned to classification employees on a rotating basis in order of reverse classification seniority, and shall be equalized in increments of four (4) hours. **See Appendix 10.02L.**

7.03 Seniority

7.031 Definition

Seniority shall be defined as an employee's length of continuous service in a classified bargaining unit position from the first date legally hired under contract, unless classification seniority is specifically referred to in a section of this Agreement.

7.032 Classification Seniority

Classification seniority shall be defined as an employee's length of continuous service in a job classification in the bargaining unit.

7.033 Tie Breaker

Ties in seniority shall be broken through the following procedure:

1. Most recent date of hire, **resulting in employment with the District which has not been interrupted by a break in service.** If this does not break the tie, then
2. Date and time of most recent **Liberty Local Schools** application. **All applicants must have a Liberty application on file and this requirement will be reflected in the posting.** If this does not break the tie, then
3. By the toss of a coin. The affected employees shall be present as well as the President of the Association. The President shall toss the coin.

7.034 Break in Seniority

Legal separation shall be defined as a letter of resignation accepted by the Board, Board resolution terminating the contract of an employee, provided that the employee's termination is upheld after appeal (or is not appealed), or notification of the Board's intent not to renew a limited contract of an employee. Employees hired under State and Federally funded programs shall accrue seniority from the date first employed, however funding is derived.

7.04 Layoff and Recall

If it becomes necessary to reduce the number of employees in a job classification due to abolishment of positions, lack of funds or lack of work, the following procedure shall govern such layoff:

- a. The number of people affected by reduction in the force will be kept to a minimum by not employing replacements insofar as practical of employees who resign, retire or otherwise vacate a position.

- b. When it becomes necessary to lay off employees **following attrition**, for reasons as stated above, the affected employee shall be laid off in the affected classification according to their classification seniority with the Board with the least senior employee laid off first.
- c. Authorized leaves of absence do not constitute an interruption in continuous service.

The following classifications shall be used for the purpose of defining classification seniority in the event of a layoff.

Maintenance	Cafeteria Manager*
Custodial	Cook
Mechanic	Lunchroom Worker
Secretary	Educational Aides
Media Center Aide	Bus Driver
	Intervention Assistant

*formerly Head Cook--name change only.

The Board of Education shall determine in which classification the layoff should occur and the number of employees to be laid off. In the classification of layoff, employees on probation shall be laid off before any employee in that classification employed under a continuing contract is laid off.

Twenty (20) days prior to the effective date of layoffs, the Board of Education shall prepare and post for inspection in a conspicuous place a list containing the names, seniority dates and classifications and indicate which employees are to be laid off. Each employee to be laid off shall be given advance written notice of layoff. Each layoff notice shall state the following:

- a. Reason for the layoff or reduction.
- b. The effective date of layoff.
- c. A statement advising the employee of their rights of reinstatement from the layoff.

For the classifications in which the layoff occurs, the Board shall prepare a reinstatement list and all employees employed under probationary contract shall be placed on the reinstatement list in the reverse order of layoff. The names of all employees under the continuing contract status of employment shall be placed on a separate reinstatement list in the reverse order of layoff. Reinstatement shall be made from this list before any new employees are hired in that classification or any employee is reinstated from the probationary list.

Vacancies which occur in the classification of layoff shall be offered to the employees standing highest on the layoff list in that classification before the next person on the list may be considered. It shall be the responsibility of the employee to keep the Board informed of his/her current address and telephone number. A certified letter mailed to the last known address of the employee shall be sufficient notice of offer to recall. Any employee who declines reinstatement shall be removed from the reinstatement name list.

The employee's name shall remain on the appropriate list for a period of two (2) years from the effective date of layoff. If reinstatement from the layoff during this period occurs, such employee shall retain all previous accumulated seniority and a notice of reinstatement shall be made by certified mail.

Employees displaced according to this Article or by reason of abolishment of position shall have the opportunity to bump an employee in a classification in which the employee previously worked on the basis of seniority the employee had accrued in the previous classification.

Substitute, casual or seasonal employees in a classification shall be laid off before regular employees.

7.05 Job Classifications

Job classifications—The Board agrees to establish the following classifications:

Maintenance	Cafeteria Manager*
Custodial	Cook
Mechanic	Lunchroom Worker
Secretary	Educational Aides
Intervention Assistant	Bus Driver
Media Center Aide	

*formerly Head Cook—name change only.

The **eleven (11)** classifications noted above shall each be a separate position and the contract and job description shall be distinct for each of these classifications.

The Board retains the right to alter, change or abolish any job classification at any time. Should such action be under

consideration, the Board agrees to notify LASE prior to official Board Action.

Buildings Defined

Wherever applicable within this Agreement, Blott School shall be considered one separate building and Guy School including the Commons Area, shall be considered one separate facility. The high school shall be considered one separate facility.

7.051 Bus Driver

A. Supervision

School bus drivers shall be employed to drive in accordance with the direction of the Transportation Supervisor or designee, the rules and regulations of the State of Ohio, and the rules and regulations of the Board.

B. Regular Runs (Trips)

Regular Runs (Trips) are those established for the transportation of students to and from their school of attendance.

All drivers shall be assigned their regular schedules by the Transportation Supervisor or designee and any changes shall be in compliance with the provisions of this Agreement.

C. Extra Trips

1. Definition

An EXTRA TRIP shall be defined as any trip over and above the regular runs established for the transportation of students to and from their school of attendance and any trip or regular assigned run on days when Liberty schools are not in session (including weekends, holidays, and vacations).

2. Entitlement

All contract regular drivers are to be offered extra trips on a seniority rotation basis.

Extra trips which interfere with a driver's regular runs shall be offered to drivers on the respective roster. Drivers may have the option of driving their regular runs or the extra trip. Drivers who choose the extra trip shall forfeit the pay for their regular run (only that regular run which the driver does not drive).

Drivers with Make-ups shall receive first offers until all Make-ups have been filled.

In order to facilitate roster rotation, drivers who will be on Personal Leave or away on driving duty at time of extra trip offering may give prior, all-inclusive, acceptance or refusal. An attempt to contact any or all other on-duty drivers shall be made before continuing extra-trip offering bypassing over them.

3. Roster Schedule

The Transportation Supervisor or Designee shall be responsible to post and maintain on a regular basis an Extra Trip calendar which can easily be viewed by all drivers.

- a. The Trip Roster shall be for extra trips commencing between 7:01 A.M. and 7:00 P.M.

The Secondary Roster shall be for extra trips commencing outside the hours of the trip roster.

The Trip Roster to be utilized during the school year, on a Monday through Friday schedule when Liberty Schools are in session. The Secondary Roster shall be utilized when Liberty Schools are not in session.

When Liberty Schools are not in session and non-public schools are in session, each non-public run shall be considered as a single package with multiple trips for the total number of days in question. Each day shall equal a trip and shall be charged to the driver on the Secondary

extra trip Roster. Initial refusal of one of the packages shall equal only one refusal; however, after acceptance of a package, refusals shall be counted on a daily basis. In the event that a driver is unable to complete a package, the remaining days will be offered as another package with the same restrictions. All other current extra trip rules apply.

Seniority rotation of all rosters shall be continued and maintained from year to year.

New regular drivers shall be added to the rosters on their effective date (contract) of hire.

Overnight extra trips (regardless of commencing time) shall be offered utilizing the Secondary Roster.

A Kindergarten Roster shall be utilized for substituting for absent Kindergarten drivers. It shall contain all drivers who choose to be included and be maintained on a seniority rotation basis. No makeups will be given.

b. Notification/(Offering)

The Transportation Supervisor or designee shall notify and offer to drivers, at least twenty-four (24) hours in advance, extra trips for which requests (orders) have been received. Whenever possible, Extra Trips will be offered on Thursday for the following week (Sunday – Saturday). Drivers may choose from all trips posted in this time period per specific roster rotation.

It is the responsibility of the Transportation Supervisor or designee to inform those responsible for ordering buses for extra trips, to do so as to comply with said advance notification.

The Transportation Supervisor or designee shall post and maintain a roster of all drivers offered extra trips and dates. Trip requests received after offering for the day has begun shall be added to the roster immediately and offered so as to continue the rotation from that point with no backtracking or trading.

When a previously offered and accepted extra trip reopens for any reason, other than a driver retraction or inability to complete a trip, it shall be considered as a new trip offering. Should an extra trip necessitate less than twenty-four (24) hours notice, the trip shall be offered so as to continue the roster rotation.

The Transportation Supervisor or designee shall exhaust rotation schedule but in cases where time will not permit, shall have the right to choose a driver most available.

The Transportation Supervisor or designee shall not approve trading unless necessary to avoid using substitutes.

c. (Charging)/Exceptions

Drivers with Make-ups shall receive first offers until all Make-ups have been filled.

Extra trips shall be charged to the driver in rotation as accepted or not available with the following exceptions:

- (1) The extra trip is cancelled after being accepted (not availables stand as charged.)
- (2) Received less than twenty-four (24) hours notice and refused the extra trip for any reason except those

referenced above in 7.051C, Section 3b.

- (3) Overnight extra trips shall be charged at the rate of one (1) trip per day.
- (4) Make-ups shall be given to drivers for all uncharged extra trips, including multiple-trip packages.

D. Substitutes

- 1. Substitute drivers shall be utilized for extra trips and Kindergarten regular runs ONLY in the event regular drivers are not available and rosters have been exhausted.
- 2. Regular drivers who may be available for substituting for other absent regular drivers shall be called prior to utilizing substitutes and paid their regular contract rate.
- 3. All Kindergarten regular runs shall be offered annually to regular drivers on a seniority basis prior to the utilization of substitutes or other outside drivers.

E. Compensation

On occasion when bus drivers make extra trips, they shall be paid for these duties. Their extra trip pay shall be computed in the following manner:

Trip

Less than 2 hours	70% daily rate
2 - 3.2 hours	80% daily rate
More than 3.2 hours.....	100% daily rate

Secondary:

4 hours or less 100% daily rate
Any extra trip time over four (4) hours shall be at their regular hourly rate and to be paid in fifteen (15) minute segments. Each day of an overnight trip shall be 100% daily rate plus all on-duty hours in excess of four (4) hours. All drivers (or other employees using Board owned vehicles) shall be advanced necessary expense monies, when trip

being taken is expected to incur same (fuel, turnpike fees, entrance fees, meals, etc.).

Kindergarten rate is to be based on half ($\frac{1}{2}$) contract or one-half ($\frac{1}{2}$) of driver's regular daily rate.

Bus drivers' salary schedules shall be based on four (4) hours per day. Any regular run time, including all related duty time, over four (4) hours shall be at their regular hourly rate and to be paid in fifteen (15) minute segments. Bus drivers shall work in accordance with the school calendar, four (4) hours per day, exclusive of extra trips.

Bus drivers' pay for sick leave, personal leave, and holiday pay shall be computed on four (4) hours only.

Bus drivers shall be paid a minimum of two (2) hours Call-Out Pay at their regular hourly rate for the following:

- (1) Extra trip cancellations when notified after reporting for duty (no earlier) than thirty (30) minutes prior to the scheduled departure time).
- (2) When called out before or after regular hours.
- (3) When circumstances cause regular runs to be revised i.e., early dismissal.

The driver's hourly rate shall be paid to all bus drivers for all hours in attendance at the Annual Drivers Safety Meeting.

F. Duties

Each driver shall complete a pre-trip inspection.

Each driver should thoroughly sweep out her/his bus at least once a day.

Extra trip drivers shall clean the bus interior and refuel.

G. Attendance at Meetings

The Drivers shall attend one (1) regularly scheduled safety meeting each year and such other meetings that may be scheduled for any specific reason, not to exceed three (3) meetings annually over and above the Annual County Safety Meeting with each session not to exceed thirty (30) minutes. Unlimited meetings may be held during regular paid time.

7.052 Custodian

Employees who are hired to perform services as custodians will work on the basis of a forty (40) hour work week.

Starting and quitting times are adjusted by their supervisor. Overtime is reimbursable at one and one-half (1 1/2) times the regular rate of pay.

To qualify for each step in the experience level, a minimum of six (6) months service under contract must be completed before July 1st of a given year.

Custodians assigned to the afternoon turn will receive a ten cent (\$.10) per hour shift differential rate above the salary schedule.

Custodians assigned to the midnight turn will receive a ten cent (\$.10) per hour differential rate above the salary schedule.

A minimum of two (2) hours at time and one-half (1 1/2) shall be paid to any custodian, maintenance, mechanic or helper when employee is called out prior to his regular starting time or on a non-scheduled work day.

All overtime rates are to be paid according to the turn worked.

7.053 Educational/Media Center Aide

Educational/Media Center Aides shall obtain proper certification/licensure.

Educational Aides shall work five (5) days per week, **(*This language is contingent upon the final ruling of the pending arbitration).**

Media Center Aides shall work five days per week. (***This language is contingent upon the final ruling of the pending arbitration**).

The above employees shall be responsible to the building principal for assignment of duties and hours of duty.

Educational Aides may substitute, on a rotating basis, for and only for the secretary in the building to which the aide is assigned at the discretion of the principal.

Tasks which fall within the above job description may be assigned at the discretion of the building principal.

Educational Aides' assignment/time allocation forms may be used when either an educational aide or staff member indicates there is a concern regarding excessive assignment or equalization of work load among the educational aides. The form will be used for a sufficient period of time to permit the supervisor to study the problem. The supervisor shall make the necessary changes to correct the problem. After such changes the assignment/time forms shall be terminated.

Educational Aides will be assigned to monitor classrooms as needed. The assignment will be similar to that expected of a teacher with the exception that a teacher will be assigned to assist the educational aide should there be a need of professional assistance in the performance of this responsibility. For the benefit of the students and the employees the Board agrees that no educational aide employee shall be required to monitor three (3) classrooms at one time.

Tasks which do not fall within the approved job description, which are considered by the building principal to be an emergency, may be assigned at his/her discretion. An emergency shall be a temporary situation which will not become a part of the regular daily duties. Should such added duties cause increased work load, the teacher or principal shall make every effort to help relieve the work load.

7.06 Assignments and Transfers

7.061 Temporary Assignments

Temporary assignments may be made in the event of an emergency. Such assignment shall end with the termination of the emergency as determined by the administration with the employee to have recourse through the grievance procedure.

7.062 Medical Transfer

The administration may give alternate work when the same is available to an employee who has become medically unable to perform his/her regular job duties. The alternate work may constitute lateral transfer to a related class but shall be constituted only by mutual agreement with LASE and the concurrence of the employee.

7.063 Transfer from One Classification to Another

Transfer from one classification to another.

- a. No transfer of any employee shall be made from one classification to another without following the job posting procedures established by agreement between the Association and the Board.
- b. When a new position is created or an existing position becomes vacant, the Board shall first consider the employees under contract to the Liberty Schools who presently serve in another classification and have signified interest in transferring to the classification in which the new position or vacancy exists through the job posting procedures established by the agreement between the Association and the Board.

7.07 Vacancies

7.071 Definition of Vacancy

A vacancy shall be defined as a newly created position, or a position previously held by a member of the bargaining unit which the Board determines to fill.

7.072 Job Posting Procedures

A. Job Posting

1. The board shall post all vacancies in the schools, bus garage, and the administrative office for at least five (5) working days, at the end of which the bidding shall be closed. A copy of the job posting for each vacancy shall be sent to the President of the Association.
2. The posting of vacancies shall include, but not be limited to, qualifications, hours per day/week, rate of pay, place of **initial** assignment and the person to whom the request shall be submitted. A copy of the job description shall be available in the office of the Superintendent, or his designee.
3. The posting period shall begin not later than ten (10) working days from the time the Board creates a new position or declares a vacancy.

B. Request for Position

An employee must make a request for a vacancy, in writing, to the appropriate supervisor, the Superintendent, or his/her designee within seven (7) days of the last day of posting.

C. Selection Process

1. If an employee currently working in a classification bids for a vacancy in the classification and is deemed by the Board to be qualified for the position, he/she shall be awarded the position based on classification seniority defined in 7.032 and shall work the probationary period set forth in 4. below. For vacancies in which an employee in the classification does not submit a bid, the vacancy shall be awarded on the basis of the qualifications, previous job experience, degree of satisfaction with the skills and work performance by the applicant in his/her present or former position.
2. In the event two (2) or more applicants are **under final consideration for employment and** reasonably equal in qualifications, **and one or more of such applicants are**

current employees, seniority with the Board shall be the determining factor in awarding the position.

3. A school employee shall receive first consideration on any new position.
4. Present employees who are awarded a bid or who change job classifications, shall serve a twenty (20) working day probationary period. If the employee determines he/she does not want to stay in the position, or if the Board or its designee determines that the employee's work is not satisfactory, the employee shall be returned to his/her former position. During the probationary period, the Board may hire a substitute to fill the vacancy created by the bid or transfer.
5. Any regular position being filled by a substitute employee for fifteen (15) consecutive working days, except in cases of extended illnesses, injury, vacation, authorized leave or another job assignment, shall be considered a regular position, and shall be posted as such in accordance with the procedure outlined in paragraph A. 1, 2, and 3, above.
6. All regular positions **which are to be** filled under the provisions of this section shall be awarded at the next Board meeting or a time period not to exceed forty-five (45) days following paragraph B.

7.073 Involuntary Transfer from One Shift to Another

A. Definition of Shift

The day shift begins between 6:00 a.m. and 8:00 a.m.; the afternoon shift begins between 2:00 p.m. and 4:00 p.m.; the midnight shift begins between 10:00 p.m. and 12:00 Midnight.

B. Procedure

If it becomes necessary to involuntarily transfer an employee from one shift to another, the least

senior employee within the affected classification shall be transferred.

Exceptions to this procedure are:

The Board shall not be required to transfer the least senior employee if that employee is not qualified to perform the duties in the new position provided that:

1. The Board shall transfer the least senior employee who is qualified to perform the duties of the position and
2. Written reasons why the least senior employee was not transferred shall be furnished upon the request of the Association.

7.08 Employment Practices of Classified Employees

Notwithstanding the provisions of the salary schedules of the various job classifications, the following shall be the employment practices of the Board for classified employees.

7.081 Service Credit on Salary Schedule

New employees who have worked in another school system or held a comparable position in business, industry or other public service in the same classification may be given credit for each year of experience on the appropriate salary schedule. However, no new employee shall be placed at a higher salary level than the youngest employee in the classification to which they are being assigned.

A minimum of six (6) months of employment may equal the first year of experience; thereafter, one (1) calendar year of employment will equal one (1) year of experience on the salary schedule.

Any employee who "fills in" for an absent regular employee in a higher wage classification shall after five (5) consecutive work days, receive the rate of pay for that classification based on the "substitute" employee's service credit and until such time as the regular employee returns.

This learning period shall be required only once. Thereafter, no learning period will be required for the advancement.

7.09 Employment Contracts

All non-teaching employees employed by the Liberty School System shall be granted a contract as provided for in O.R.C. Section 3319.081.

All contracts or salary notices shall accurately reflect the number of hours to be performed hourly rate, classification and annual salary.

7.10 Evaluation

The evaluation of the work of the classified employees is the responsibility of the administration. The evaluation shall be conducted in a fair and impartial manner regarding the work performance and personal qualities of an employee as they relate to the job.

Each May, a review of the evaluation instruments(s) shall be conducted **upon request of the Association President. If requested**, the review shall include five to ten representatives of the Association who will meet with the Administration. Changes in the form shall be by mutual agreement.

The evaluation of classified bargaining unit members shall be performed using the evaluation instrument in Appendix C. The evaluator's rating and comments shall not be subject to the grievance procedure.

*The following
language shall
be added to
the bottom of
the classified
staff
evaluation*

7.11 Personnel File

- A. Employees shall have the opportunity to reply to critical material by a written statement to be attached to the file copy, **if submitted within thirty (30) business days following the issuance of the document(s).**

- B. Employees shall be informed of any complaint by a parent, student, or administrator which is directed toward the employee and which will become a matter of record.
- C. Anonymous letters or materials shall not be placed in an employee's file, nor shall they be made a matter of record.
- D. Each employee shall have the reasonable right upon request to review the contents of his or her own file, with the exception of confidential references which were used in conjunction with or prior to his or her employment.
- E. An employee shall be entitled to a copy, at Board expense, of any material in his or her own file.
- F. Any item placed in an employee's file of a disciplinary nature shall not, after four (4) years, be considered for future corrective disciplinary action provided that no intervening discipline has occurred or unless mutually agreed otherwise by the parties.

7.12 Building Use - Classified Personnel

A custodian must be on duty whenever a building is open to a group that is unrelated to the school. The assignment for any other group will be at the discretion of the administration after consultation with the custodian rep.

A cafeteria employee must be on duty whenever a kitchen or kitchen equipment is to be used by a group that is unrelated to the school. The assignment for any other group will be at the discretion of the administration. Cafeteria employees shall not be responsible for loss of supplies or loss/damage to equipment occurring when unsupervised groups use the kitchen facilities.

Whenever it is necessary for a custodian to work overtime for non-school connected activities other than his/her regularly scheduled hours, an additional charge shall be made. This rate shall be an amount equivalent to one and one-half (1 ½) times the custodian's hourly rate of pay plus an amount equivalent to the hourly cost of fringe benefits. There shall be a minimum charge of four (4) hours at the above rate for programs on Saturday or Sunday. Preparation for and clean-up following such programs shall not be done during the regular work hours for custodial employees.

Whenever it is necessary for cafeteria employees to work other than regularly scheduled hours, an additional charge shall be made for non-school connected activities. The rate shall be

made for non-school connected activities. The rate shall be an amount equivalent to one and one-half (1½) times the cafeteria worker's hourly rate of pay plus an amount equivalent to the hourly cost of fringe benefits.

7.13 Lunch Periods/Breaks

Any and all employees required or expected to be on duty (call) during their lunch period shall receive paid time for said period. All other employees are to receive an uninterrupted lunch period.

All employees working three (3) consecutive hours shall receive a fifteen (15) minute paid "break" which shall be taken during the normal work shift. A specific fifteen (15) minute period shall be designated by the Supervisor.

7.14 Available Additional Time

As openings occur or an additional time is available as a result of a vacancy within a classification of employment due to absence, vacation or for other reasons, the senior employee capable of performing such work within that classification shall be afforded the opportunity to work the additional time (provided there is no overtime pay) prior to substitute personnel being afforded such additional time.

7.15 Fee Reimbursement

The Board shall pay the necessary costs incurred by bargaining unit members for all mandatory tests, procedures, and license fees, as herein delineated:

- a. Aides Certification renewal (\$10.00)
- b. C.D.L. renewal (CDL component)
- c. Annual Driver abstract
- d. Each bus driver will receive a special payment of \$60.00 for successful completion of the required six (6) year C.D.L. recertification training.
- e. Each bus driver will receive a special payment of \$15.00 for the successful completion of a required random drug test.

7.16 Dispensing of Medicine

Every reasonable effort shall be used to **have trained bargaining unit members** dispense medication to students.

The Board shall defend, indemnify and hold harmless each bargaining unit member in any claim, demand or cause of action brought against the bargaining unit member complying with a Board and/or administrative directive to dispense medicine to students.

7.17 Mandatory Meetings

The Superintendent may call mandatory employee meetings. All employees will be paid for attending. Employees will be expected to attend all mandatory meetings unless absent on one of the approved leaves. If make-up of a mandatory meeting is required, notice will be sent to all absent employees at least five (5) working days in advance of the makeup.

ARTICLE VIII BENEFITS

8.01 Insurances

The Board shall provide a program of insurance benefits, including life insurance, medical benefits, prescriptive drug benefits, vision benefits, and dental benefits according to the specifications set forth in **the Schedule of Benefits set forth in Appendix ____**. The benefits are provided for each **eligible** bargaining unit member who elects such coverages, now or hereafter employed, and his/her eligible dependents. The Association President shall be notified in writing not less than thirty (30) days prior to the effective date of the change in carriers.

- For employees working six (6) hours or more daily, the Board shall pay **ninety percent (90%)** of the premium cost for their basic medical benefits, **with the employee paying the remaining ten percent (10%) capped at the following levels, payable in 24 installments:**
Calendar Year 2014: \$140.00 per month
Calendar Year 2015: \$154.00 per month
Calendar Year 2016: \$170.00 per month

The monthly amount for employees (regardless of single or family plan) will be determined by calculating the cost of insurance and dividing that amount by the number of eligible employees being insured by the District under this provision, capped at the above amounts.

- **Effective July 1, 2013, employees scheduled to work four (4) hours or less per day, shall not be eligible for any type of insurance benefits exclusive of current bus drivers and employees grandfathered by the previous M.O.U.**
- **Subject to the above, eligible employees working less than six (6) hours per day may access Board health insurance with the employee paying a pro-rated share of the premium, based on a six (6) hour day. For example, a four and ½ hour (4.5) employee shall pay 25% of insurance premiums.**

Any person wishing to opt out of hospitalization/major medical insurance benefits shall notify the Treasurer directly, in writing, by July 1 to opt out for the following school year. The Treasurer shall send forms to all employees in May to offer the opportunity to opt out of hospitalization/major medical insurance coverage for the following school year. **Eligible employees who opt out**

of Board-provided insurance coverage will be paid a lump-sum of \$1200, payable through the District's Section 125 Plan. If opting out is selected by a member, hospitalization/major medical insurance coverage with the Liberty Local Board of Education shall cease with the first teacher day of the school year and be dropped until the first teacher day the following school year. All opt out payments for **eligible** employees working less than six (6) hours will be pro-rated based on the percentage an employee works of a (six) 6 hour day.

Teachers newly hired to the District up through the month of September shall have a period of two weeks to decide to opt out of hospitalization/major medical insurance benefits for the remainder of the school year and be paid the entire amount. Teachers hired after the 30th of September shall have the same two week time period to decide, but will receive a pro rata amount of the opt out payment based on the percentage of the school year worked, not the months employed. Newly hired classified employees will receive a pro rata amount of the opt out payment based on the percentage worked of their contract year.

8.011 Life Insurance

During the term of this Contract, the Board shall provide group term life and accidental death and dismemberment benefits for all bargaining unit members. The amount of life insurance and accidental death and dismemberment shall be \$75,000.

Life Insurance is convertible to a whole life policy at the employee's expense at the employee's attained age. Conversion of application must be made within thirty-one (31) days of a qualifying event.

8.012 Medical Insurance

The Board shall maintain an IRS qualified Section 125 (FSA) plan for each employee. Employees may utilize Section 125 (FSA) plans to pay health care and/or dependent care expenses for themselves and their dependents, with annual contributions limited to \$1500.00 single and \$3000.00 family. Employees participating in the MRP and Section 125 (FSA) plans may utilize either plan as a premium pass-through for the premium contribution. Requests for reimbursement of health care expenses will be paid first from the

employee Section 125 (FSA) plan, if funds are available, and then from the MRP plan, if applicable. Employees shall not be assessed administrative fees for the MRP or Section 125 (FSA) plans.

8.0121 **The Board shall offer a plan that equals the 60% minimum value as defined by the Affordable Care Act once defined to eligible employees who may otherwise not meet affordability requirements. This plan may also be offered to any employee who elects the coverage as an option to the existing plan.**

8.013 Dental Coverage

The Board shall provide dental coverage as outlined in the Schedule of Benefits available in the Board Office. The Board shall pay 90% of the cost and the employee shall pay 10% of the cost. The employee shall have the option of single, family, or no coverage at all.

8.014 Prescriptions

The Board shall provide prescription drug coverage as outlined in the Schedule of Benefits available in the Board Office.

8.015 Vision

The Board shall provide vision benefits as outlined in the Schedule of Benefits available in the Board Office.

8.02 Severance Pay

An employee with ten (10) or more years of service in the Liberty School District who elects to retire from active service shall receive in one lump sum payment, one-fourth (1/4) of the value of unused accumulated sick leave, **not to exceed eighty (80) days**, multiplied by the employee per diem rate at the time of retirement.

Payment shall be made upon written evidence of approval of retirement from the applicable retirement system (State Teachers Retirement System for certificated/licensed employees, and School Employees Retirement System for non-certificated employees). Payment shall be made no later than six months after the last date of employment. Payment shall be considered to eliminate all sick leave credit. Such payment shall be made only once to any employee.

8.03 Paid Holidays for Classified Staff

All regular classified employees working less than eleven (11) months annually shall be entitled to the following paid holidays:

New Year's Day	Martin Luther King Day
President's Day	Memorial Day
Good Friday	Labor Day
Thanksgiving Day	Christmas Eve
Christmas Day	

Those regular classified employees working eleven (11) or more months annually shall be entitled to the following paid holidays:

New Year's Day	Martin Luther King Day
President's Day	Memorial Day
Good Friday	Fourth of July
Labor Day	Thanksgiving Day
Day after Thanksgiving	Christmas Eve
Christmas Day	New Year's Eve

The designated holidays which may fall on Saturday shall be celebrated on the preceding Friday. Those holidays falling on a Sunday shall be observed on the following Monday.

8.04 Vacations for Classified Staff

All classified employees who work forty-eight (48) weeks or more per year shall be eligible and entitled to paid vacations as indicated below:

Employed 1 year	10 days
Employed 7 years	15 days
Employed 13 years	20 days
Employed 20 years	25 days
Employed 25 years	28 days

Classified employees who work forty-eight (48) or more weeks per year, may take their vacation any time during the year with the approval of the Superintendent or designee.

Employees with the most continuous service in the school district shall have preference in the selection of vacation dates. Employees shall give one (1) month notice before taking vacation unless an emergency, as approved by the Superintendent, arises.

Vacation time cannot be accumulated from year to year and must be taken within the year following the anniversary of

employment. Unused vacation days will be paid in January at the employee's daily rate as of December 31.

Employees hired on or after July 1, 2013, will be eligible for vacation, as set forth above, only if they are twelve (12) month employees (260 day contracts).

Current secretaries employed as of the effective date of this negotiated agreement will accumulate vacation as per Section 8.04.

8.05 Calamity Day and Early Dismissal Payments for Classified Staff

8.051 Calamity Day Payment

A. Employees not required to Work on Calamity Days

When schools are closed by the Superintendent due to epidemic or calamity (e.g. adverse weather), all employees shall not be required to report to work unless they have duties to perform at schools that remain in session. Those employees not required to work shall be paid their regular rate of pay for scheduled hours on such calamity days.

B. Employees Required to Work on Calamity Days

Employees required to work on a calamity day when all school buildings are closed shall be paid at one and one-half (1 1/2) times their regular straight time hourly rate for all hours actually worked and their straight time hourly rate for any hours remaining which are normally required to be worked.

8.052 Early Dismissal Payment

A. Employees Dismissed Early

When an early dismissal is declared by the Superintendent due to an emergency, employees that are dismissed early shall be paid for their normal work day. This includes bus drivers completing their routes.

B. Employees Required to Work Past Early Dismissal

Employees that must work past the early dismissal shall be paid at one and one-half (1 1/2) times

their regular straight time hourly rate for all hours actually worked and their straight time hourly rate for any hours remaining which are normally required to be worked.

8.053 Overtime Standard

Hours required to be worked and actually worked during a calamity day or an early dismissal shall be calculated toward meeting the overtime standard.

8.06 Tuition Reimbursement

The Board shall pay **reimburse teachers up to** \$700 per teacher per year (July 1 - June 30) toward re-certification costs, tuition fees, textbooks, and lab fees, in a job-related or academic-related course of instruction for all teachers with a Masters Degree or above.

For all teachers with less than a Masters Degree, the Board shall ~~pay~~ **reimburse teachers up to** \$800 per teacher, per year (July 1 – June 30), toward re-certification costs, tuition fees, textbooks, and lab fees, in a job-related or academic-related course of instruction.

ARTICLE IX. COMPENSATION FOR TEACHING STAFF

9.01 Salary Schedules

All September experience increases will be paid as of the first teacher day of that school year.

9.013 Teacher Index and Salary Schedule Effective September 1, 2013.

The B.A. Base shall be \$29,777 (0% increase) for the duration of this contract with a re-opener at the end of the 2nd year of the contract for compensation only, conditioned upon the District being released from Fiscal Emergency by the ODE District Oversight Commission on or before July 1, 2015 and the District having the ability to certify an increase in base wages.

9.014 Effective September 1, 2013

EXP.	BA	BA+15 Hours	MA	MA+15	MA+30
0	\$29,777 1.000	\$31,266 1.050	\$32,755 1.100	\$34,244 1.150	\$35,732 1.200
1	31,325 1.052	32,811 1.10188	34,448 1.15688	35,911 1.206	37,400 1.256
2	32,874 1.104	34,355 1.15375	36,142 1.21375	37,579 1.262	39,067 1.312
3	34,422 1.156	35,900 1.20563	37,836 1.27063	39,246 1.318	40,735 1.368
4	35,971 1.208	37,445 1.25750	39,529 1.32750	40,914 1.374	42,402 1.424
5	37,519 1.260	38,989 1.30938	41,223 1.38438	42,581 1.430	44,070 1.480
6	39,067 1.312	40,534 1.36125	42,916 1.44125	44,249 1.486	45,737 1.536
7	40,616 1.364	42,079 1.41313	44,610 1.49813	45,916 1.542	47,405 1.592
8	42,164 1.416	43,623 1.46500	46,303 1.55500	47,584 1.598	49,072 1.648
9	43,713 1.468	45,168 1.51688	47,997 1.61188	49,251 1.654	50,740 1.704
10	45,261 1.520	46,713 1.56875	49,690 1.66875	50,919 1.710	52,408 1.760
11	46,809 1.572	48,257 1.62063	51,384 1.72563	52,586 1.766	54,075 1.816
12	48,358 1.624	49,802 1.67250	53,078 1.78250	54,254 1.822	55,743 1.872
13	49,906 1.676	51,347 1.72438	54,771 1.83938	55,921 1.878	57,410 1.928
14	51,455 1.728	52,891 1.77625	56,465 1.89625	57,589 1.934	59,078 1.984
15	53,003 1.780	54,436 1.82813	58,158 1.95313	59,256 1.990	60,745 2.040
20	54,551 1.832	55,981 1.880	59,852 2.010	60,924 2.046	62,413 2.096
24	56,100 1.884	57,525 1.93187	61,545 2.06687	62,591 2.102	64,080 2.152
28	57,648 1.936	59,074 1.98387	63,212 2.12287	64,259 2.158	65,748 2.208

9.02 Supplemental Contracts

The following represents the supplemental contract pay for the duration of this agreement. In addition, no supplemental contract holder will receive an increase in compensation over that paid to them for the 2012-2013 contract year.

Sept. 2013

Faculty Manager	0.19	1 st	\$6,125
of Athletics	0.21	2 nd	6,770
	0.23	3 rd	7,415
	0.25	4 th	8,060
	0.27	5 th	8,705
Head Coach	0.17	1 st	\$5,481
Football	0.18	2 nd	5,803
Wrestling	0.19	3 rd	6,125
Basketball	0.20	4 th	6,448
	0.21	5 th	6,770
Assistant Coaches	0.10	1 st	\$3,224
Football	0.11	2 nd	3,385
Wrestling	0.11	3 rd	3,546
Basketball	0.12	4 th	3,707
	0.12	5 th	3,869
Head Coach	0.09	1 st	\$2,902
Baseball	0.10	2 nd	3,063
Volleyball	0.10	3 rd	3,224
Soccer	0.11	4 th	3,385
Softball	0.11	5 th	3,546
Track			
Assistant Coach	0.05	1 st	\$1,612
Baseball	0.06	2 nd	1,773
Volleyball	0.06	3 rd	1,934
Softball	0.07	4 th	2,096
Track - Asst.	0.07	5 th	2,257
Track - Junior High			
Head Coach	0.05	1 st	\$1,612
Cross Country	0.06	2 nd	1,773
Golf	0.06	3 rd	1,934
Tennis	0.07	4 th	2,096
	0.07	5 th	2,257

Cross Country	0.03	1st	\$967
Assistant Coach	0.03	2nd	1,064
	0.04	3rd	1,161
	0.04	4th	1,257
	0.04	5th	1,354
Athletic Trainer	0.17	1st	\$5,481
(full year)	0.18	2nd	5,803
	0.19	3rd	6,125
	0.20	4th	6,448
	0.21	5th	6,770
Cheerleading	0.05	1st	\$1,612
Senior High	0.06	2nd	1,773
	0.06	3rd	1,934
	0.07	4th	2,096
	0.07	5th	2,257
Cheerleading-9th	0.04	1st	\$1,290
	0.05	2nd	1,451
	0.05	3rd	1,612
	0.06	4th	1,773
	0.06	5th	1,934
Cheerleading	0.03	1st	\$967
7th/8th Grade	0.03	2nd	1,064
	0.04	3rd	1,161
	0.04	4th	1,257
	0.04	5th	1,354

Cheerleader Chaperone	\$250		
Newspaper Advisor	0.06	1st	\$1,934
Yearbook Advisor	0.07	2nd	2,096
	0.07	3rd	2,257
	0.08	4th	2,418
	0.08	5th	2,579
Band Director	0.17	1st	\$5,481
	0.18	2nd	5,803
	0.19	3rd	6,125
	0.20	4th	6,448
	0.21	5th	6,770
Vocal Music	0.04	1st	\$1,290
Drama Advisor	0.05	2nd	1,451
	0.05	3rd	1,612
	0.06	4th	1,773
	0.06	5th	1,934
Speech-Debate	0.06	1st	\$1,934
Coach	0.07	2nd	2,096
	0.07	3rd	2,257
	0.08	4th	2,418
	0.08	5th	2,579
Saturday Gym Program	0.03		\$967
Flag Football			
A.F.S. Advisor			
Sophomore Class Sponsor			
Adult Education	0.08		\$2,418
Detention	0.06		\$1,934
Asst. Speech Coach	0.025		\$806
Other Approved Clubs Per Hour or Activities			\$13.31
Hourly Rate -			\$16.88

(Tutoring - summer school, etc.)

Extended Service--per diem rate

9.03 Placement

Teachers shall be placed on the appropriate salary column using the following parameters:

- A. During the term of this Agreement, newly employed teachers shall be placed at his/her training and experience level on the salary schedule consistent with this Agreement.
- B. Compensation for training based column advancements on the teachers' salary schedule will not be granted retroactively.
- C. Hours are cumulative from the date of the degree and beyond.
- D. Column advancements shall take place at the beginning of the first and second semesters upon submission of transcripts to the Superintendent's Office, and will follow the guidelines established by the Treasurer's Office.

9.04 STRS Pickup

- A. In accordance with Internal Revenue Service Rulings 77-462, 81-35 and 81-36, the Association and the Board agree the Board shall pick up each teacher's mandatory contributions to the State Teachers Retirement System of Ohio (STRS), provided that no teacher's total is increased by such pickup nor is the Board's total contribution to STRS increased thereby. The dollar amount to be "picked up" by the Board:
 - 1. Shall equal the then-current percentage amount of the teacher's mandatory STRS contribution;
 - 2. Shall be credited by STRS as employee contributions under authority of Ohio Attorney General Opinion 82-097;
 - 3. Shall be included in computing final average salary;
 - 4. Shall not be reported by the Board as subject to current federal and state income taxes;

5. Shall be reported by the Board as subject to city income taxes;
6. Shall not affect the calculation of a teacher's rate of pay for any purpose whatsoever, including making salary adjustments because of absence, calculating severance pay, or in reporting teacher-authorized credit information to financial institutions.

Each teacher will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pickup" in combination with other tax deferred compensation plans.

B. Procedure

1. For purpose of this section, the total annual salary and salary per pay period for each member shall be the salary otherwise payable under this Agreement, as amended. The total annual salary and salary per pay period for each member shall be payable by the Board in two parts: (1) deferred salary, and (2) cash salary. A member's deferred salary shall be equal to that percentage of said member's total salary or salary per pay period which is required from time to time by the State Teachers Retirement System (STRS) to be paid as an employee contribution by said member shall be paid by the Board to STRS on behalf of said member as a "pickup" of the STRS employee contribution otherwise payable by said member. A member's cash salary shall be equal to said member's total annual salary or salary per pay period less the amount of the pickup for said member and shall be payable, subject to applicable payroll deductions, to said member. The Board's total combined expenditures for members' total annual salaries otherwise payable under this Agreement, as amended, (including pickup amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.
2. The Board shall compute and remit its employer contributions to STRS based upon total annual salary, including the "pickup." The Board shall

report for federal and Ohio income tax purposes as a member's gross income said member's total annual salary, less the amount of the pickup. The Board shall report for municipal tax income purposes as a member's gross income said member's total annual salary, including the amount of the pickup. The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authority.

3. An addendum to each member's contract currently in effect shall be prepared and distributed which states (1) that the member's contract salary is being restated as consisting of (a) a cash salary component, and (b) a "pickup" component, which is equal to the amount of the employer contribution to STRS being "picked up" by the Board in behalf of the member; and (2) that sick leave, severance, vacation, appropriate supplemental, and extended service pay shall be calculated upon both the cash salary component and the pickup component of the member's restated salary.
4. The pickup shall apply to all payroll payments made after the adoption of this Agreement, as amended by the addition of this Section.

9.05 Secondary Department Duty

Each secondary department shall receive \$200.00 plus the equivalent of \$100.00 per full time teacher in each department. The money shall be expended for duties performed by chairpersons, other members of the department, and/or other services, equipment, or supplies as shall be jointly determined by the department and the administration.

9.06 Substituting

Teachers who, at the request of the Administration, assume all or part of the teaching responsibilities of absent teachers will be reimbursed. Less than an hour's work shall be prorated. Payment shall be made within 30 days. Title I teachers will be used as classroom substitutes only as a last resort.

ARTICLE X COMPENSATION FOR CLASSIFIED STAFF

10.01 Longevity

Payments shall be cumulative from level to level.

Longevity increments for employees who have completed nine (9) years of continuous service with the Board shall be as follows:

10th year	\$175.00
15th year	\$200.00
20th year	\$225.00
25th year	\$275.00
30th year	\$325.00

Amounts specified are based on employees working 2,080 hours per year. Increments shall be pro-rated for employees working fewer than 2,080 hours. Those eligible for longevity will receive payment by the second regular pay of July.

10.02 Salary Schedules

A. 250 DAY SECRETARY

<u>EXP</u>	<u>RATE/HR</u>	<u>RATE/DAY</u>
<i>September 1, 2013 -- 2016 (0%)</i>		
0	\$15.00	\$120.00
1	15.34	122.72
2	15.68	125.44
3	16.02	128.16
4	16.39	131.12
5	16.70	133.60
6	17.04	136.32
7	17.36	138.88

Secretaries - paid 8 hour work day, excluding thirty-minute lunch break; **250 days**.

HOLIDAYS

Martin Luther King Day	July Fourth	Christmas Eve
President's Day	Labor Day	Christmas Day
Good Friday	Thanksgiving Day	New Year's Day
Memorial Day	Day after Thanksgiving	New Year's Eve

Work NEOEA day. Earned vacation per agreement. Days worked vary as per school calendar.

**10.02 B. MEDIA CENTER AIDE
-SALARY SCHEDULE-**

<u>EXP</u>	<u>RATE/HR</u>
2013-2016 (0%)	
0	\$13.38
1	13.53
2	13.67
3	13.80
4	13.94
5	14.07
6	14.31
7	14.52

Media Center Aides' salaries are based on the number of days students are in session, including parent/teacher conference days.

HOLIDAYS		
Martin Luther King Day	Memorial Day	Christmas Eve
President's Day	Labor Day	Christmas Day
Good Friday	Thanksgiving Day	New Year's Day

**10.02 C. EDUCATIONAL AIDE
-SALARY SCHEDULE-**

<u>EXP</u>	<u>RATE/HR</u>
September 1, 2013 – 2016 (0%)	
0	\$12.76
1	12.89
2	13.04
3	13.18
4	13.31
5	13.45
6	13.62
7	13.79

Educational Aides' salaries are based on the number of days students are in session, including parent/teacher conference days.

HOLIDAYS		
Martin Luther King Day	Memorial Day	Christmas Eve
President's Day	Labor Day	Christmas Day
Good Friday	Thanksgiving Day	New Year's Day

Contingent upon final ruling of the pending arbitration

10.02 D. LUNCHROOM AIDE
-SALARY SCHEDULE-

EXP RATE/HR

*September 1, 2013 – 2016
(0%)*

0	\$9.52
1	9.52
2	9.52
3	9.52
4	9.52
5	9.52
6	9.52
7	9.52

Work day is 1 1/2 hours per day.
Days worked are days students are in session.

HOLIDAYS

Martin Luther King Day	Memorial Day	Christmas Eve
President's Day	Labor Day	Christmas Day
Good Friday	Thanksgiving Day	New Year's Day

10.02 E. LUNCHROOM 3 & 4 HOUR WORKERS
-SALARY SCHEDULE-

EXP	RATE/HR	RATE/DAY 3 HRS	RATE/DAY 4 HRS
<i>September 1, 2013 – 2016 (0%)</i>			
0	\$12.45	\$37.35	\$49.80
1	12.57	37.71	50.28
2	12.71	38.13	50.84
3	12.83	38.49	51.32
4	12.89	38.67	51.56
5	13.02	39.06	52.08
6	13.15	39.45	52.60

Cafeteria workers' salary is based on 179 work days.

4 hour worker--179 days in session plus 9 paid holidays = $179 + 9 \times 4 = 752$ hours.

3 hour worker--179 days in session plus 9 paid holidays = $179 + 9 \times 3 = 564$.

HOLIDAYS		
Martin Luther King Day	Memorial Day	Christmas Eve
President's Day	Labor Day	Christmas Day
Good Friday	Thanksgiving Day	New Year's Day

10.02 F. COOK - 6 HOUR WORKER
-SALARY SCHEDULE-

<u>EXP</u>	<u>RATE/HR</u>	<u>RATE/DAY</u>
<i>September 1, 2013 – 2016 (0%)</i>		
0	\$13.02	\$78.12
1	13.23	79.38
2	13.47	80.82
3	13.72	82.32
4	13.97	83.82
5	14.21	85.26
6	14.43	86.58

Full time cafeteria workers' salary is based on 179 work days. Full time: 179 days plus 9 paid holidays plus 1 day prior to school opening = 189 x 6 hours per day = 1134 hours.

HOLIDAYS		
Martin Luther King Day	Memorial Day	Christmas Eve
President's Day	Labor Day	Christmas Day
Good Friday	Thanksgiving Day	New Year's Day

Computation: Cafeteria Manager = proper step at 1134 hours at 1.20 ratio.

10.02 G. CUSTODIAN/BOILER OPERATOR
-SALARY SCHEDULE-

EXP	AM RATE	DAILY RATE	PM RATE	DAILY RATE
<i>September 1, 2013 – 2016</i> (0%)				
0	\$15.81	\$126.48	\$15.91	\$127.28
1	16.09	128.72	16.20	129.60
2	16.45	131.60	16.55	132.40
3	16.78	134.24	16.89	135.12
4	17.04	136.32	17.14	137.12
5	17.39	139.12	17.50	140.00
6	17.74	141.92	17.84	142.72
7	18.25	146.00	18.35	146.80

HOLIDAYS

Martin Luther King Day	July Fourth	Christmas Eve
President's Day	Labor Day	Christmas Day
Good Friday	Thanksgiving Day	New Year's Day
Memorial Day	Day after Thanksgiving	New Year's Eve

Earned vacation per agreement.

10.02 H. CUSTODIAN/MECHANIC HELPER
-SALARY SCHEDULE-

<u>EXP</u>	<u>AM</u> <u>RATE</u>	<u>DAILY</u> <u>RATE</u>	<u>PM</u> <u>RATE</u>	<u>DAILY</u> <u>RATE</u>
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September 1, 2013 – 2016
(0%)

0	\$15.43	\$123.44	\$15.54	\$124.32
1	15.71	125.68	15.81	126.48
2	16.06	128.48	16.17	129.36
3	16.43	131.44	16.53	132.24
4	16.70	133.60	16.79	134.32
5	17.03	136.24	17.13	137.04
6	17.37	138.96	17.48	139.84
7	17.72	141.76	17.82	142.56

HOLIDAYS

Martin Luther King Day
President's Day
Good Friday
Memorial Day

July Fourth
Labor Day
Thanksgiving Day
Day after Thanksgiving

Christmas Eve
Christmas Day
New Year's Day
New Year's Eve

Earned vacation per agreement.

10.02 I. MAINTENANCE/MECHANIC
-SALARY SCHEDULE-

EXP	AM RATE	DAILY RATE	PM RATE	DAILY RATE
<i>September 1, 2013 – 2016 (0%)</i>				
0	\$16.46	\$131.68	\$16.56	\$132.48
1	16.77	134.16	16.88	135.04
2	17.10	136.80	17.20	137.60
3	17.47	139.76	17.57	140.56
4	17.80	142.40	17.90	143.20
5	18.11	144.88	18.21	145.68
6	18.50	148.00	18.60	148.80
7	18.88	151.04	18.98	151.84

HOLIDAYS		
Martin Luther King Day	July Fourth	Christmas Eve
President's Day	Labor Day	Christmas Day
Good Friday	Thanksgiving Day	New Year's Day
Memorial Day	Day after Thanksgiving	New Year's Eve

Earned vacation per agreement.

**10.02 J. BUS DRIVER
-SALARY SCHEDULE-**

EXP	HOURLY RATE	DAILY RATE 4 HR	Half-Day RATE 2 HR
<i>September 1, 2013 – 2016 (0%)</i>			
0	\$16.70	\$66.80	\$33.40
1	17.04	68.16	34.08
2	17.39	69.56	34.78
3	17.69	70.76	35.38
4	18.01	72.04	36.02
5	18.34	73.36	36.68
6	18.69	74.76	37.38

Bus drivers' schedule is based on the number of days students are in session plus 9 paid holidays, 178 + 9 = 187 days.

Kindergarten drivers' schedule is based on the number of days students are to be transported.

HOLIDAYS		
Martin Luther King Day	Memorial Day	Christmas Eve
President's Day	Labor Day	Christmas Day
Good Friday	Thanksgiving Day	New Year's Day

**10.02 K. INTERVENTION ASSISTANT
-SALARY SCHEDULE-**

EXP	RATE/HR	RATE/DAY
September 1, 2013 – 2016		
(0%)		
0	\$13.74	\$92.75
1	14.15	95.51
2	14.56	98.28
3	14.96	100.98
4	15.36	103.68
5	15.77	106.45
6	16.18	109.22
7	16.63	112.25

183 days per year.
Nine Paid Holidays

***Contingent upon final ruling of the pending arbitration.**

10.03 SERS Pickup

1. The Board agrees to pickup the employee's required contribution to the State Employees Retirement System (hereinafter "SERS"), utilizing the salary reduction method, at no cost to the Board. For purposes of this section, the total annual salary and salary per pay period shall be the salary otherwise payable under this Agreement. Salary shall be paid in two parts: (1) deferred salary and (2) cash salary. A member's deferred salary shall be equal to the required amount of contribution to SERS to be paid by the employee and shall be paid to SERS by the Board on behalf of said member as a "pickup" of the SERS employee contribution otherwise payable by said member.
2. The Board shall report for Federal and Ohio income tax purposes the employee's gross income less the deferred salary component (pickup). The Board shall report for municipal income tax purposes the employee's gross income including the amount of the deferred salary component (pickup). The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authority.
3. The Board's total combined expenditures for members' total annual salaries otherwise payable under this Agreement (including pickup amounts) and its employer contributions to SERS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.
4. An addendum to each member's contract currently in effect shall be prepared and distributed which states (1) that the member's contract salary is being restated as consisting of (a) a cash salary component, and (b) a "pickup" component, which is equal to the amount of the employer contribution to SERS being "picked up" by the Board in behalf of the member; and (2) that sick leave, severance, personal leave, vacation, and overtime pay shall be calculated upon both the cash salary component and the pickup component of the member's restated salary.
5. The pickup shall apply to all payroll payments made after the adoption of this Agreement, as amended by the addition of this Section.

ARTICLE XI PAYROLL PROCEDURES

11.01 Direct Deposit

A program of direct deposit of employee payroll checks will be **maintained**.

Paydays will be on Thursdays. When school is not in session, direct deposit stubs will be mailed/**emailed** not later than the **Wednesday** prior to the Thursday payday.

11.02 Payroll Deductions

The Treasurer of the Board shall make deductions for the following as authorized by the individual employees:

1. Federal Income Tax
2. State Income Tax
3. Local Income Tax
4. State Teachers Retirement System or State Employees Retirement System
5. Professional Dues
6. Tax Sheltered Annuity
7. Savings Bonds
8. United Appeal
9. Educators Political Action Committee
10. Paycheck Protection Insurance
11. Credit Union
12. Representation Fee
13. IRA Individual Retirement Accounts
14. Ohio Tuition Authority
15. IRS Section 125 (FSA) Plan

Monies deducted for any of the above shall be mailed the 15th of each month to the named recipient.

11.03 Pay Periods

Except by agreement between the Board and the Association, except where 27 pays are necessary, employee salaries shall be paid in 26 equal installments on alternate Fridays. Teachers not to be employed in the following year shall have the option to have their contract paid off in one lump sum in the first pay following the close of school. A teacher wishing to exercise such option shall notify the Superintendent of same at least two weeks prior to the close of school.

ARTICLE XII: EFFECTS-DISTRIBUTION

12.01 Effects

This Contract constitutes the entire Contract between the parties and it supersedes all prior and contemporaneous understandings (written or oral) not specifically incorporated herein. No change in a specific term of this Contract shall be made during the life of this Contract except by mutual agreement, but otherwise neither party shall have a duty to negotiate with respect to any matter during such period. The terms and conditions set forth in this Contract shall be observed and adhered to for the life of this Contract.

12.02 Equal Opportunity

The Board is an equal employment opportunity employer and will continue to abide by all state and federal equal employment laws.

12.03 Severability

If any provision of this Contract or any application of this Contract to any employee or group of employees shall be found to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law. All other provisions or applications shall continue in full force and effect.

12.04 No Work Stoppage for Term of Contract

The Association shall not cause, engage in, or sanction any strike or work stoppage during the term of this Agreement.

12.05 Distribution

Upon completion of this Contract, it shall be reproduced at the joint expense of the Association and Board. Representatives of the Board and representatives of the Association shall proof the final copy submitted for reproduction. Each party shall receive the number of copies requested for distribution.

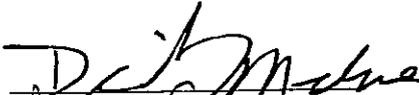
12.06 Duration of Contract

This Contract shall become effective at 12:01 AM on September 1, **2013** and shall continue in full force and effect until midnight, August 31, **2016**.

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

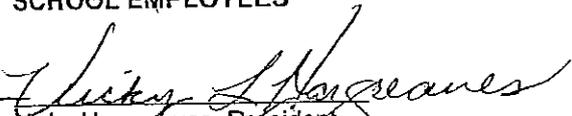
IN WITNESS WHEREOF, the parties have caused this Contract to be executed on the day and year first above-mentioned.

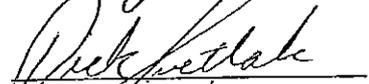
LIBERTY LOCAL BOARD OF
EDUCATION

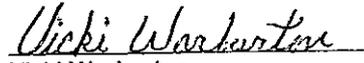

David Malone, President

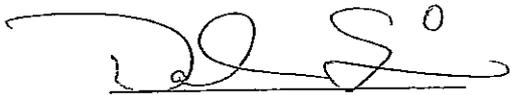

Stan Watson, Superintendent

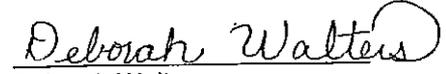
LIBERTY ASSOCIATION OF
SCHOOL EMPLOYEES


Vicky Hargreaves, President


Rick Svetlak


Vicki Warburton


Darlene Sierra


Deborah Walters

Librarian's Per Diem Rate

The Liberty Local Board of Education, hereinafter the "Board", and the Liberty Association of School Employees, hereinafter the "Association", and a bargaining unit member employed by the Board as a librarian assigned to the Blott/Guy library, agree as follows:

Effective the first work day of the 1995-96 school year and continuing each workday thereafter, the workday for the librarian shall be eight (8) hours and zero (0) minutes; and such additional forty-five (45) minutes shall be at the librarian's per diem rate on a pro rata basis.

Date: August 24, 1995
