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STATE OF OREGON  
RELATIONS

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**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**LIBERTY UNION-THURSTON  
BOARD OF EDUCATION**

**AND**

**LIBERTY UNION-THURSTON  
EDUCATION ASSOCIATION**

**JULY 1, 2013- JUNE 30, 2015**

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## **ARTICLE 1**

### **RECOGNITION**

The Liberty Union-Thurston Board of Education, hereinafter referred to as the "Board", recognizes the Liberty Union-Thurston Education Association/OEA/NEA, hereinafter referred to as the "Association", as the sole and exclusive bargaining representative of certificated/licensed employees of the Board defined in Article 2 of this Agreement.

## **ARTICLE 2**

### **BARGAINING UNIT**

For the purpose of recognition and negotiations, the bargaining unit shall be defined as certificated/licensed regular, full-time and part-time employees, including classroom teachers, guidance counselors, reading teachers, librarians, nurses, and tutors. Bargaining unit members shall hereinafter be referred to as unit members.

Excluded from the bargaining unit shall be the Superintendent, Principals, and Assistant Principals who are engaged at least fifty percent (50%) of the time in administration and supervision of professional personnel, other certificated administrators, casual day-to-day substitutes, non-certificated/non-licensed, District Technology Coordinator, In-School Suspension positions, supervisors as defined in O.R.C. Section 4117.01(F), confidential employees as defined in O.R.C. Section 4117.01(J), and management level personnel as defined in O.R.C. Section 4117.01 (K), presently employed or who will be employed by the Board of Education during the term of this Collective Bargaining Agreement.

## **ARTICLE 3**

### **GRIEVANCE PROCEDURE**

#### **SECTION 1. GENERAL**

- A. A grievance is an alleged violation, misinterpretation, or misapplication of a provision in this Agreement.
- B. A grievant may be an individual unit member or the Association. Grievance must also be signed by the Association President.
- C. A day shall mean a scheduled day that the Board of Education office is open for business.
- D. No reprisal or recrimination shall be taken against any unit member for using this grievance procedure.
- E. The Association has the right to have a representative present at all hearings provided for in this procedure. By mutual agreement of the Superintendent and the Association President, the Board, the Association or both may have more than one (1) representative at grievance hearings.
- F. A unit member has the right to have an Association representative present at all hearings provided for in this procedure. By mutual agreement of the Superintendent and the Association President, the Board, the Association or both may have more than one (1) representative at grievance hearings.
- G. Time limits stated are maximum and can only be extended by written mutual agreement of the parties.

H. A grievance may be withdrawn at any time without prejudice.

I. The grievant must be present at all hearings provided for in this procedure, except for a grievance filed by the Association. A minimum of two (2) Association members shall be present at all hearings for grievances filed by the Association.

J. Failure of the grievant to comply with timelines will be cause for the grievance to be dismissed.

K. Failure of an administrator to comply with timelines will be cause for the relief sought to be granted.

## **SECTION 2. PROCEDURAL STEPS**

A. The Association shall have the exclusive right to file and process individual and Association grievances.

### **B. INITIAL FILING**

Within twenty-one (21) working days of when the bargaining unit member and/or Association knew or should have known of the event or action giving rise to the grievance, a grievance may be filed on an official grievance form. Said form shall provide for a statement of the grievance, relief sought, and signature of the grievant. See Appendix A for the Grievance Form. A grievance filed by the Association must be signed by the Association President.

All grievances shall be initially filed with the Principal. The Principal shall arrange a hearing within five (5) and conduct within ten (10) days of receipt of the grievance.

### **C. PRINCIPAL'S LEVEL**

If the subject of the grievance is not within the authority of the Principal to resolve, he/she shall so note and sign on the grievance form and provide copies to the grievant, Association President, and Superintendent, within five (5) days of the filing. Such shall be cause for the grievance to be processed at the Superintendent's level as hereinafter provided.

If the subject of the grievance is within the authority of the Principal to resolve, the Principal shall arrange a hearing within five (5), conduct within ten (10) days of the filing of the grievance. The hearing shall be at a time that is mutually agreed to by the Principal and the Association President or his/her designee. The purpose of the hearing is to discuss the grievance and attempt to resolve the matter, if possible.

Within five (5) days of the hearing, the Principal shall attach his/her response to the grievance and provide copies of said response to the Superintendent, Association President, and grievant.

If the grievant is not satisfied with the Principal's response, the grievant may request the grievance be moved to the Superintendent's level within ten (10) days of the initial hearing.

### **D. SUPERINTENDENT'S LEVEL**

Within five (5) days of receipt of the grievance, the Superintendent shall arrange and conduct within ten (10) days a hearing in the same manner and for the same purpose as set forth for the Principal's Level.

Within five (5) days after the hearing, the Superintendent shall provide his/her written response to the grievance to the grievant, with a copy to the Association President.

**E. BOARD'S LEVEL**

If the Superintendent's response does not satisfactorily resolve the grievance, the Association may give notice to the Superintendent of its intent to submit the grievance to the Board in keeping with the following provisions. Said notice shall be within five (5) days of receipt of the Superintendent's response.

The Board shall arrange and conduct a hearing at its next regular meeting, but no later than thirty-one (31) days from the time the Superintendent received the appeal, in the manner and for the same purpose as set forth for the Superintendent's level.

If the Board's response does not satisfactorily resolve the grievance, the Association may give notice to the Superintendent of its intent to submit the grievance to arbitration in keeping with the following provisions. Said notice shall be within five (5) days of receipt of the Board's response.

**F. ARBITRATION**

1. The Association President, or his/her designee, and Superintendent, or his/her designee, shall have five (5) days from receipt of the intent to arbitrate to agree to an arbitrator. If agreement is not reached within that time, the Association may submit a demand for arbitration to the American Arbitration Association (AAA) to obtain an arbitrator in keeping with its voluntary rules and regulations.

2. The arbitrator shall hold hearings to obtain facts and information necessary to make his/her findings. The arbitrator's authority shall be limited to deciding only one (1) issue per hearing unless otherwise agreed to by both parties. The arbitrator shall be without authority to add to, amend, modify, delete, or abridge any term of this agreement. The award shall be binding on the parties.

3. Costs of the arbitrator shall be borne by the party that does not prevail. This will be determined by the arbitrator. In case the arbitrator cannot determine a prevailing party, he shall assess the costs equally to the Board and the Association.

**ARTICLE 4**

**ASSOCIATION RIGHTS**

All Association rights under this contract shall be sole and exclusive rights.

The Association shall be granted the following privileges:

**A. USE OF SCHOOL FACILITIES**

1. Authorized representatives of the Association may use school facilities to transact official Association business or for membership or other meetings, provided that such activities or use do not interfere with classroom instruction, the responsibilities of bargaining unit and staff members, or interrupt other operations of the District. Such use shall also be in keeping with Board policy governing use of buildings.

2. The Association will not be required to complete building use forms for meetings held in a classroom immediately following the school day.

## **B. USE OF SCHOOL EQUIPMENT**

School equipment may be used by the Association under the following conditions:

1. When using the equipment, the Association agrees to accept responsibility for repairing or replacing any equipment damaged or lost while in its possession;
2. The equipment is not both unusually expensive and also subject to easy damage;
3. The equipment is in good condition;
4. The Association will provide a competent operator for any machines or equipment used;
5. The use of such equipment does not otherwise conflict with school usage of the same equipment;

## **C. USE OF INTERNAL COMMUNICATIONS SYSTEM**

1. The Board shall permit the Association to use the internal mail system (unit member mailboxes) or the internal communications system (employee lounge bulletin board) and e-mail, and such use shall be for the following Association business:
  - a. Notices of Association meeting;
  - b. Notices of Association elections;
  - c. Notices of appointments to Association offices;
  - d. Notices of results of Association elections;
  - e. Notices of Association social, educational, or recreational affairs; and
  - f. Other Association materials.
2. The Board may refuse to permit the Association use of the mail system or other internal communications system (for a particular item) if such use is for offensive or inflammatory purposes or if such use would otherwise violate any of the provisions of this section.
3. A copy of all announcements, publications, records, etc. shall be provided to the Superintendent upon request.
4. E-mail use by the Association will be permitted as long as the District is providing District-wide service. No additional cost will be incurred by the Board for Association e-mail use. LUTEA will be responsible for insuring acceptable use of e-mail for LUTEA business.

## **D. INFORMATION CONCERNING BOARD MEETINGS**

The Association shall receive an advance copy of the Agenda of each Board meeting. Additionally, any attachments and addendums sent to the Board members shall also be made available at the same time to the bargaining unit. Such material shall be sent at the same time said material is sent to the Board.

## **E. INFORMATION CONCERNING BOARD POLICY**

Policy materials will be updated as needed. Copies of the Board Policy will be available on the District Website. For those unit members employed after the beginning of the school year, copies of the unit member handbook will be distributed.

#### **F. INFORMATION OF PUBLIC RECORD**

All documents shall be provided to the Association President or his/her designee without charge, including names, addresses, phone numbers, building assignments, contract status, classification, experience and pay rate of bargaining unit members by October 15 of each year.

#### **G. BOARD MEETING PARTICIPATION**

The Association shall have the right to address the Board during public discussion at any regular Board meeting with prior notice given to the Superintendent in accordance with Board policy 9341.50.

#### **H. GENERAL TEACHERS' MEETING**

The Board shall allow the Association representative(s) to address unit members for one (1) hour following the general teachers' orientation program at the beginning of the year.

#### **I. TRANSACTION OF ASSOCIATION BUSINESS**

Duly authorized representatives of the Association and its affiliates may transact Association business on school property at any time before, after, or during the regular school day; provided, however, that no such business shall be transacted on any class time, nor shall such Association business, in any way, interfere with scheduled student-teacher, parent-teacher, or administrator-teacher conferences, other school functions or activities, classroom instruction, or with the responsibilities of unit members or other staff. All visitors, including Association representatives, must report to the building office during teaching hours and sign in before transacting such business, subject to approval of the building principal.

J. The Superintendent and Personnel Committee of the Board will be willing to offer a time to meet with the building staff to receive input on building needs as they relate to the process of the selection of the building principal.

K. The Board shall allow the Association's representatives to address the new members of the bargaining unit for thirty (30) minutes on the New Teacher Work/Meeting Day and for thirty (30) minutes at the end of the year Teachers' meeting. NOTE: There shall be no additional pay for this time.

### **ARTICLE 5**

#### **PERSONNEL FILE**

A. There will be established and maintained two (2) official personnel files on each bargaining unit member. One file will be the official personnel file and the other for the LPDC information only. The files will be maintained in the Office of the Superintendent. The unit member shall receive a hand-delivered copy of any material placed in his/her files at or before the time of placement. The personnel files shall contain only items relating to work performance, discipline, and routine financial or personnel data and hiring information

B. Access to the official personnel files shall be available during regular office hours to the employee upon written request to the Superintendent or his/her designee. The review of such personnel files shall be in the presence of the Superintendent or his/her designee. Neither the files nor any part thereof shall be removed from the Superintendent's offices. No more than one (1) unit member may request to inspect his/her files during his/her free time or free period.

C. Any other person, excluding the Superintendent, his/her designee, the Board as a unit, the Board's legal counsel, the unit member's immediate supervisor, unit member's representative and/or legal counsel, and central

office personnel responsible for maintaining the files, shall not be granted entrance, or review of the files without five (5) working days notice to the unit member. The notice shall include the name, address, telephone number, name of their attorney and specific reasons for request, if available.

D. Each member of the bargaining unit shall have the right to dispute the accuracy, relevancy, timeliness or completeness of information in writing contained in the files.

E. Each member of the bargaining unit shall have the right to request in writing that such disputed materials be removed from the files. Such request shall specifically identify the material objected to and the basis for the dispute. When such a challenge is made, a reasonable investigation of the disputed information will be conducted by the Superintendent or his/her designated representative(s). Any information which cannot be verified or is found to be inaccurate or untimely by the Superintendent or an arbitrator will be deleted and/or corrected.

F. Should it be determined that the disputed information should not be removed, the disputant will be permitted to include in the files a brief written statement of his/her position and a notation that the disputant protests that the disputed information contained in his/her files is inaccurate, irrelevant, outdated, or incomplete.

G. All materials placed in the personnel files of a bargaining unit member shall be stamped as to the date the item was placed in the files and signed by the supervisor of the bargaining unit member. No anonymous documents shall be included in the personnel files of the bargaining unit member.

H. If a unit member believes that any material included in his/her personnel files is derogatory to his/her conduct, service, or character, he/she shall have the right to respond to it in writing and have a copy of such written response attached to the material in the official files.

I. Any disciplinary materials placed in the personnel files of a unit member shall be automatically expunged after three (3) years.

J. The unit member may submit letters of merit, which shall be placed in his/her personnel files.

K. A unit member may make one copy of all materials placed in his/her personnel files once during the term of this contract at no charge. Additional copies will be at five cents (5¢) per copy.

All of the above is subject to the Ohio Revised Code.

## ARTICLE 6

### PHYSICAL EXAMINATIONS AND COMMUNICABLE DISEASES

#### A. NONDISCRIMINATION

1. A unit member who has been exposed to or who contracts a chronic communicable infectious disease including Acquired Immune Deficiency Syndrome (AIDS) and related conditions shall be treated no differently than a unit member with any other life threatening, contagious medical disability/illness, subject to the conditions herein.
2. No unit member shall be subjected to indiscriminate testing by the Board of Education for a chronic communicable/infectious disease. All testing, if performed at all, shall be performed in accordance with the procedures outlined in this Article.
3. The Board shall not discharge any unit member nor otherwise discriminate against any unit member with respect to

wages, hours, terms or other conditions of employment on the basis of the fact that such unit member has contracted a chronic communicable/infectious disease, as determined by law.

## **B. TESTING CRITERIA**

No unit member shall be required to submit to a medical evaluation of his physical or mental condition in regard to a chronic communicable infectious disease without determination of probable cause for said evaluation. The probable cause determination shall consist of (1) a report in writing as defined above, or (2) the unit member agreeing to voluntarily submit to such an evaluation.

## **C. MEDICAL EXAMINATION**

1. Within ten (10) working days after a determination that probable cause exists for medical evaluation or if a unit member voluntarily submits to a medical evaluation, a medical review team comprised of (a) a physician specializing in contagious diseases (if possible), (b) a physician from the appropriate public health district, (c) the unit member's primary care physician, and (d) the physician designated by the Superintendent as the school physician shall be convened by the Superintendent to conduct a medical evaluation of the unit member's condition. The medical review team shall provide for the examination of the unit member and may obtain, upon written, voluntary authorization of the unit member, unless otherwise provided by law, all relevant and pertinent medical information from the unit member's personal physician.

2. The report rendered by the medical review team shall be restricted to an evaluation of the unit member's medical condition and shall clearly provide:

a. Whether or not the unit member has been infected with a chronic communicable disease as alleged in the report to the Superintendent. If so, then the medical review team shall determine:

(1) Whether or not the unit member's current medical condition imposes a substantial health risk to himself/herself and/or to others in the school environment and the rationale for the finding. In making that determination, the medical review team shall consider:

(a) the nature of the risk of the unit member's medical condition (how the disease is transmitted);

(b) the duration of the medical condition (how long is the carrier infectious);

(c) the severity of the risk of the medical condition (what is the potential harm to third parties);

(d) the probability the disease will be transmitted and will cause varying degrees of harm; and

(e) other factors deemed pertinent by the review team, such as, but not limited to, the current state of medical knowledge and applicable law, the particular class assignment in question, and the degree to which the disease affects the employee's job performance.

(2) Whether or not the unit member is otherwise qualified to remain in his/her current job, for how long, and whether and under what circumstances the individual case should be reconsidered by the review team. "Otherwise qualified" means that the unit member is able to adequately perform all of the job requirements in spite of the unit member's medical condition.

3. All costs of the medical evaluation shall be borne by the Board.

#### **D. REASONABLE ACCOMMODATION**

1. Within ten (10) working days of receipt of a medical evaluation report indicating that a unit member's current medical condition imposes a substantial health risk to himself/herself and for others in the school environment or prevents the unit member from adequately performing all of said unit member's job requirements, the Superintendent shall provide written notification to the unit member specifying the action the Board shall take to reasonably accommodate the unit member's disabling condition, if the Board deems such accommodation to be warranted under the circumstances of the particular case.
2. Any attempt to reasonably accommodate the unit member's disabling condition shall not violate the existing contractual rights of other unit members. Prior to any attempt to reasonably accommodate the unit member's disabling condition, the Board shall seek input from Association representatives. If the Association believes that the proposed accommodation would violate the contract, the Association may request that the Board meet with appropriate representatives of the Association to negotiate a reasonable accommodation.
3. Any dispute regarding whether the Board has made a reasonable accommodation or whether the proposed accommodation is in compliance with the contract shall be subject to expedited final and binding grievance arbitration, or if discrimination is alleged, the normal procedures of the law.

#### **E. INVOLUNTARY REMOVAL OF A DISABLED UNIT MEMBER**

Prior to implementing a temporary or permanent involuntary removal of a unit member with a chronic communicable disease the Board shall first determine whether the provisions of O.R.C. §3319.13 are applicable under the circumstances of the particular case.

#### **F. DISABILITY RETIREMENT**

Subsequent to the determination that permanent removal of a disabled employee is justified, the Board shall support the unit member's application for disability retirement, to the same extent as it would for any other unit member's disability retirement application, if the unit member elects to make such application.

#### **G. CONFIDENTIALITY**

All reports of suspected carriers, and all aspects of the medical evaluation shall be treated as "highly confidential" unless the affected employee otherwise consents. Any report received or rendered during these procedures shall be released only to the Superintendent and the unit member unless otherwise permitted by state and/or federal law. Any discussion of a report by the Board shall be conducted in executive session. The sharing of information about a unit member with a chronic communicable disease will be on a "need to know" basis.

#### **H. EDUCATION**

The Board recognizes the need for education programs for all unit employees regarding chronic communicable diseases and their transmission, with specific emphasis on AIDS. The purpose of such programs shall be to reduce irrational fears regarding the diseases and their transmission within the school environment. The Board of Education will take all steps necessary and practical to provide such a program. Informational materials may be obtained directly from the Fairfield County Board of Health and the Ohio Department of Health.

I. **TIME LIMITS**

The time limits above may be extended by mutual agreement.

J. **LAW**

Nothing herein shall otherwise qualify the rights of the Superintendent and Board of Education or the unit member granted by law. Given the rapidly changing state of the law in this area, to the extent that there are any conflicts between the provisions of this and applicable law, applicable law shall govern.

**ARTICLE 7**  
**PROBATION AND PERFORMANCE EVALUATION**

A. The purposes of unit member performance evaluation are as follows:

1. To provide a sound basis for unit member improvement.
2. To provide an objective measure of unit member effectiveness.
3. To guide administrative decisions regarding unit members' continued employment in the district. In the event the Board intends not to re-employ a limited contract unit member, the Board agrees to follow the procedures for non-renewal set forth in R.C. Chapter 3319 (HB 330). It is the intent of the parties to this agreement that the evaluation procedures set forth in this Article shall supersede the evaluation procedures contained in Ohio Revised Code Chapter 3319. Upon request of the unit member, the Board shall provide a written statement describing the circumstances leading to non-renewal.

B. Evaluation is the responsibility of the Administration. Evaluating Administrators must hold contracts in accordance with ORC 3319.111 with a certificate valid for supervising. Unless both parties agree otherwise, unit members shall be evaluated only by Liberty Union-Thurston Local School District Administration, who must be trained and certified as evaluators by the State of Ohio. Evaluations shall be conducted in an open, fair, and uniform manner, in keeping with the following:

1. Evaluations will include classroom visitations, conferences, and use of a standard system-wide evaluation form. Evaluations shall be based on first-hand observations of work performance which have been conducted openly and with the knowledge of the unit member.
  - a. Unit members new to the district shall be considered on probationary status each of the first two (2) years while on a limited contract. A new unit member shall be observed and given a written evaluation at least once each semester with a conference to be held after each written evaluation.
  - b. Limited contract unit members shall be evaluated at least once every year.
  - c. Continuing contract unit members shall be evaluated at least every two (2) years.
  - d. If a unit member is not evaluated in any given year, the presumption is that the unit member's performance for that year is rated at "acceptable" or at the previous evaluation level, whichever is greater, according to the evaluation form.

2. The Administrator must schedule a conference with the unit member within seven (7) working days each time an observation is completed, for the purpose of discussing noted strengths and weaknesses with the unit member.
  - a. When an administrator notes "needs improvement" or "unsatisfactory" work, he/she shall make written suggestions to assist the unit member.
  - b. If the work of a unit member has not been satisfactory, the administrator must, at the time of the conference, give written indication of the areas of weakness and the plans he/she has made to help the unit member improve. The unit member will be given a reasonable and specific amount of time to show improvement and will be evaluated again at the end of the time period.
  - c. If the unit member disagrees with an administrator's comment on the unit member's evaluation form, the unit member shall have the right upon request to include or attach a written statement regarding the disagreement to the evaluation form. This statement must be signed and dated by the unit member and the administrator within five (5) working days of the evaluation conference. The administrator's signature on the unit member's statement indicates only receipt of the statement.
  - d. The original evaluation form shall be signed and dated by the unit member and the administrator conducting the evaluation. The unit member's signature indicates only receipt of a copy and does not indicate he/she necessarily agrees with the content in part or in whole.
  - e. The original evaluation form will be placed in the unit member's personnel file and a copy will be given to the unit member and one (1) copy will be retained by the principal.
  - f. No evaluations/observations will be scheduled on the day before Christmas vacation or the last day of the school year; but, this does not preclude disciplinary action in accordance with Article 36.
3. A copy of the district evaluation form will be included in the contract.
4. The Administrator making an observation shall complete an evaluation form and hold a conference with the unit member as per section C of this Article.
5. The evaluation procedures and requirements set forth in this Article shall supersede the evaluation procedures and requirements set forth in HB 330. Notwithstanding the provisions of the preceding, after a bargaining unit member is nonrenewed all bargaining unit members will be entitled to all non-renewal procedural rights of HB 330.
6. Association business conducted by Association officers/representatives will not be considered in the evaluation of such persons.

## ARTICLE 8

### INDIVIDUAL CONTRACTS

Pursuant to Ohio Revised Code at a meeting of the Board prior to June 1, the Superintendent shall present to the Board for its approval and confirmation a list of certificated personnel to be employed or re-employed with recommendations as to renewal or issuance of new contracts. Upon approval and confirmation of the Board, the Treasurer shall then issue contracts and notification of salaries.

#### A. LIMITED CONTRACTS

1. A unit member employed for the first time by the Liberty Union-Thurston Schools will be granted a one (1) year limited contract.
2. A unit member who has worked one (1) year for the Liberty Union-Thurston Schools is eligible for a second one (1) year limited contract (1+1).
3. A unit member who has worked two (2) years for the Liberty Union-Thurston Schools is eligible for a third one (1) year limited contract (1+1+1).
4. A unit member who has received three (3) one-year limited contracts in the Liberty Union-Thurston Schools is eligible for a two (2) year limited contract (1+1+1+2).

#### B. CONTINUING CONTRACTS

Continuing contracts will be issued in keeping with provisions of the Ohio Revised Code (Appendix E). Evaluations will be considered when issuing continuing contracts. In order to be considered for a continuing contract, any eligible unit member must provide written notice of his/her eligibility to the Treasurer on or before October 1<sup>st</sup> of the school year in which his/her limited contract is due to expire. If the unit member fails to provide written notice of his/her eligibility by October 1<sup>st</sup>, he/she will not be considered for a continuing contract until the conclusion of his/her next limited contract.

#### C. NOTICE OF NON-RENEWAL FOR LIMITED CONTRACTS

1. Notwithstanding Section 3319.11 of the Ohio Revised Code, any member of the bargaining unit employed under a limited contract whose regular teaching contract is not to be renewed shall be notified in writing on or before June 1. Receipt of such written notice in the U.S. mail by registered or certified mail to such unit member's last known mailing address shall constitute "notice" to the member.
2. Contract non-renewal for unsatisfactory work performance shall be documented by performance evaluation procedures contained in this contract and the Board is required to follow the procedures for non-renewal set forth in ORC 3319.11.

#### D. INDIVIDUAL RIGHTS

1. Neither the Board/Administration nor the Association shall discriminate against bargaining unit personnel on the basis of race, color, creed, age, national origin, sex, religion, handicap, or for the

exercise of rights protected by the laws and Constitution of the United States and the laws and Constitution of the State of Ohio. The Board fully recognizes all personal rights and freedoms granted unit members by the Constitution and will abide by all laws that pertain to the unit members it employs.

2. Bargaining unit members may participate, or refrain from participating, in all lawful political, civic, and professional activities, as long as such participation does not unduly disrupt the operations of the Board of Education, and as long as such participation takes place on the unit member's own personal time.
3. There will be no reprisals taken against any unit member by reason of his/her membership in the Association or participation (or lack thereof) in any of its activities, as long as such activities are not prohibited by law.
4. The right to privacy and recognition that one's personal life is not a condition of employment, unless it interferes with the effective performance of contract duties as determined by the Board of Education.

## **ARTICLE 9**

### **REDUCTION IN FORCE**

When the Board determines that staff reductions shall occur, it may effectuate such reductions by means of a reduction in force. As used in this Article, "reduction in force" means the suspension of contracts along seniority lines in the affected teaching fields as set forth in Ohio Revised Code Section 3319.17 and this Article. "Reduction in force," as used herein, does not refer to or include contract non-renewals as set forth in Ohio Revised Code Section 3319.11.

Reduction in force shall be in accordance with the provisions of Ohio Revised Code Section 3319.17.

#### **A. SENIORITY LIST**

All unit members in the Liberty Union-Thurston Schools shall be placed on a seniority list in their areas of certification, subject to the following rules. Unit members shall be placed on all lists for which they are certified (temporary certifications excluded). "Seniority" shall be defined in the following manner:

1. All unit members on continuing contracts have seniority over unit members on limited contracts.
2. Otherwise, seniority is determined by the length of continuous service in the Liberty Union- Thurston Local School District. Among those with the same length of continuous service, seniority shall be determined by:
  - a. the date of the Board meeting at which the unit member was hired, and then by,
  - b. the date on which the unit member submitted a completed job application.
3. Length of continuous service will not be interrupted or affected by authorized leaves of absence.
4. The continuous service of a unit member who has returned to employment following a resignation, reduction in force, or contract termination will be measured from the date of return unless the return

occurs in the school year immediately following or returning from RIF, in which case the unit members service will be considered to be uninterrupted. Substitute teaching for less than one hundred twenty (120) days in a school year, does not constitute a "return" within the meaning of this Article.

5. Retired/re-hired teachers will not accrue seniority.

## **B. ATTRITION**

The Board will attempt to keep the number of persons affected by a reduction in force to a minimum by not employing replacements for employees who retire or resign, or whose limited contracts are not renewed as per Ohio Revised Code Section 3319.11.

## **C. SUSPENSION OF CONTRACTS**

Reductions not achieved through attrition may be made by the suspension of contracts.

## **D. REDUCTION IN FORCE**

When the Board determines that it shall implement a reduction in force, the following shall apply:

1. Before implementing a reduction in force, the Board shall give written notice to the Association, through its President, of its intent to affect a reduction in force. The Association shall be given the opportunity to address the Board in an open meeting during the next regularly scheduled meeting for the purpose of presenting, both orally and in writing, its views on the proposed reduction in force.
2. The Board shall proceed to suspend contracts in accordance with the recommendations of the Superintendent. Affected unit members shall be given written notice prior to Board action of the Board's intent to suspend the contract. Within each area of certification affected by the reduction in force, contracts shall be suspended in reverse order of seniority as defined above.
3. Reduction in force shall be implemented at the beginning of a work year only.
4. A unit member who is certified in multiple areas and whose contract has been suspended may elect to replace or "bump" another unit member with less seniority in an unaffected area of certification. The unit member "bumped" must be the least senior unit member in the unaffected area of certification.
5. Unit members whose contracts have been suspended shall be placed on a Reduction in Force (RIF) list. Unit members employed under continuing contracts at the time of contract suspension may remain on the RIF list indefinitely. Unit members employed under limited contracts at the time of contract suspension may remain on the RIF list for a period of thirty-six (36) months after the contract suspension.
6. A unit member whose name appears on the RIF list shall be recalled when a position becomes available for which he/she is certified (temporary certifications excluded). Certification acquired after the effective date of a RIF shall not affect bargaining unit members' recall rights. Within a given area of certification, such offers are to be made in the order of seniority as it existed at the time of the contract suspensions. No new unit members may be employed by the Board while there are unit members on the RIF list who are certified (temporary certifications excluded) for the opening in question.
7. The Board shall give written notice of an offer of recall by sending a registered or certified letter to said unit member at his/her last known address. It shall be the responsibility of each unit member to notify the Board of any change in address. The unit member's address, as it appears on the Board's

records, shall be conclusive when used in connection with an offer or other notice to the unit member. If a unit member fails to accept the offer of recall in writing within fifteen (15) calendar days, excluding Saturdays, Sundays, and holidays, or within five (5) days, if the offer is delivered within ten (10) days prior to the start of a school year or semester, from the date said offer is delivered at the last known address of the unit member, said unit member shall be considered to have rejected said offer and shall be removed from the RIF list. No unit member whose continuing contract has been suspended shall be removed from the RIF list by reason of having declined recall to a position requiring a lesser percentage of full-time employment than the position the unit member last held while employed in the district.

8. A unit member on the RIF list upon accepting an offer shall return to the system with the same seniority, accumulation of sick leave days, and salary schedule placement as the unit member had at the time of contract suspension.
9. After being removed from the RIF list, a unit member must make application for employment in accordance with established procedures if he/she so desires to be considered for reemployment by the school district.

#### **E. AVAILABILITY OF SENIORITY AND REDUCTION IN FORCE LISTS**

Both the seniority lists and the Reduction in Force (RIF) lists described in this Article shall be made available to the Association President, the Treasurer, and each building principal.

#### **F. NON-RENEWAL AND SUSPENSION OF CONTRACTS, UNDER OHIO REVISED CODE**

Nothing contained herein shall abridge the Board's right to non-renew a limited contract as set forth in Section 3319.11 of the Ohio Revised Code or to suspend contracts as set forth in Section 3319.17 of the Ohio Revised Code.

- G. No full time bargaining unit member will have his/her full time position RIF'd to a part time position.

### **ARTICLE 10**

#### **PROFESSIONAL GROWTH**

The Superintendent may approve staff opportunities to attend the following:

- A. One (1) visit per year to other classrooms and other schools.
- B. Conferences, workshops or seminars: Interested unit members should apply to their principal stating the nature of the meeting, the dates, and the probable cost. Unit members cannot request payment for conference registration and then receive college credit for the conference, workshop, or seminar.
- C. Training in classes and workshops offered within the Fairfield County School District.
- D. The Association shall be granted five (5) days per year for Association-related business, to be used by Association officers, building representatives, or other bargaining unit members designated by the President. Non-Association business meetings attended at the Administration's request will not be included as Association Business Days.

## ARTICLE 11

### ATTENDANCE AT EDUCATIONAL MEETINGS

Unit member requests to attend educational meetings held outside the district shall be governed as follows:

#### A. MEETING CLASSIFICATIONS

Meetings must be approved in advance by the building principal and the Superintendent.

1. Curriculum-centered meeting requests will be made directly by the individual unit member to the building principal.
2. The guidelines below apply to all meetings whether expenses are paid by the unit member or the Board.

#### B. CONSIDERATIONS AND GUIDELINES

1. It is in the best interests of the school district to be represented at such a meeting. Will the school benefit?
2. The unit member initiating the request is a member of the sponsoring state or national organization. Is the meeting or conference appropriate for the unit member making the request?
3. Necessary expenses are within the resources of the Board as indicated in the Appropriation measure.
4. Under normal circumstances, only one (1) unit member will be permitted to attend any given meeting.
5. Under normal circumstances, a unit member will not be permitted to attend more than one (1) state or national meeting per year. An example of an exception would be to accompany pupils participating in state or national contests. How many meetings has this unit member attended?
6. Requests will be submitted in writing, well in advance, to the building principal. The building principal will forward all requests to the Superintendent.
7. Can suitable arrangements be made for the employee's school responsibilities?

#### C. REIMBURSEMENT

The Board will reimburse unit members for normal expenses for registration and transportation costs incurred while attending authorized conferences or other activities whose purpose is related to instructional or operational improvement in the district. Receipts must accompany expense statements. Estimated costs are to be submitted for approval prior to attendance. (Exception: Reading Recovery)

## ARTICLE 12

### TUITION REIMBURSEMENT

To be eligible for reimbursement, the unit member shall have completed one (1) year of employment in the LU-T School District and be returning for the second year.

Unit members under contract to the Board shall be reimbursed at 55% of the graduate rate of Ohio University-Athens per quarter hour or semester hour for undergraduate or graduate credit earned:

- (1) in the subject area of the unit member,
- (2) for requirements of advanced degrees,
- (3) for recertification, or
- (4) for expanded certification by unit members returning to the District.

The increment will be granted upon providing the Treasurer of the Board evidence of satisfactory completion of course work. An official grade report shall be proof of completion of course work. The payment will be granted within a reasonable time after submission to the Treasurer of satisfactory documentation as provided in this Article. Unit members who receive free or reduced tuition will be reimbursed within the guidelines of this Article only for actual out-of-pocket expenses. A course will be applied to a unit member's cap at the time the class is completed and official grade report is presented to the Treasurer's office.

All courses taken for credit on the Masters +30 level shall be for Graduate credit.

Any course taken for a letter grade must receive a letter grade of C or better. If there is no grade option, a course may be taken for "pass/fail."

The procedure for course approval and payment is as follows:

1. The unit member completes Course Approval Form (Appendix D) and forwards to the building principal for approval. The principal may request a meeting with the unit member regarding the course(s) set forth on the form. The form is forwarded to the Superintendent for approval. The form is forwarded to the Board Treasurer for file.
2. The unit member completes the course(s).
3. The unit member completes the Course Verification Form (Appendix D) attaches an official grade report of the course and forwards to the treasurer and Superintendent for approval. The form is forwarded to the Board Treasurer for payment.
4. At the conclusion of each fiscal year, the treasurer's office shall add up all approved courses and reimburse each approved course at a prorated rate based upon the total number of dollars in the pool available for reimbursement and the total cost of courses taken.
5. Payment will be made by the Board Treasurer upon submission of evidence of satisfactory completion.
6. To be eligible for reimbursement, the unit member shall have completed one (1) year of employment in the LU-T School District and be returning for the second year.
7. Unit members must submit tuition bills to the Treasurer within thirty (30) days of completion of the course for which reimbursement is sought. All bills must be submitted by June 15<sup>th</sup> to be eligible for payment by June 30<sup>th</sup> or by December 15<sup>th</sup> to be eligible for payment by December 30<sup>th</sup>.
8. The total available funds shall be \$12,500 per semester and a total of \$25,000 per fiscal year. Anything left of the \$25,000 at the end of fiscal year will be divided among those who have met or exceeded the maximum.

## **BACKGROUND CHECKS**

9. The Board will pay 100% of any costs incurred related to state and federal background checks required by the Ohio Revised Code

## **ARTICLE 13**

### **TRAVEL PAY**

The Board shall reimburse unit members for the authorized use of their personal vehicles at the current Internal Revenue rate effective July 1st of each year. Such reimbursement shall be for carrying out regularly assigned duties, and when taking pupils home during the school day. Attendance at staff meetings is not included. Distances shall be recorded by the unit member at the time of travel and submitted to the Treasurer once a month. Reimbursement shall be for actual mileage traveled.

Each unit member shall be responsible to certify a report to the Treasurer each month for payment. All reports must be signed by the Superintendent or his designated representative.

## **ARTICLE 14**

### **SEVERANCE**

#### **A. SEVERANCE PAY**

In accordance with Sections 3319.141 and 124.39 of the Revised Code, all unit members who present evidence of retirement from the State Teachers Retirement System at the time of retirement from active service with the district, shall be granted severance pay for their accrued but unused sick leave days, according to the following provisions:

1. To be eligible for severance pay, the Board must accept the unit member's resignation for the purpose of retirement based upon the unit member's moving from active employment into the retirement system. The unit member must apply in writing to the Board for severance pay no later than ninety (90) days after the last paid date of service with the school system. The written application must be accompanied by an appropriate document from the retirement system indicating that the unit member is retired under the plan.
2. Severance pay shall be for the unit member's accrued but unused sick leave days at the time of retirement based on one-third (1/3) of the value of the accrued but unused sick leave days to a maximum of sixty-five (65) days. Bargaining unit members will be eligible to receive an additional twenty (20) days of severance for each of the following, provided that notice of retirement effective at the end of the school year is received by the Superintendent's office by March 1, (1) Twenty-five (25) years of service to LU-T Schools and (2) Retire after their thirtieth (30th) year. When both of the conditions are met, the bargaining unit member would receive a total of forty (40) additional days of severance pay. Payment shall be subject to all legal deductions. Contributions to the unit members retirement system based upon monies paid for accrued unused sick leave will not be made by either the Board or the unit member.
3. Payment shall be based upon the unit member's daily rate of pay at the time of retirement as per the unitmember's contract.

4. Payment shall be made only upon service retirement and is not authorized in the event of death of the teacher prior to State Teachers Retirement System approval of the retirant's application for retirement.
5. Severance pay shall be paid by check within sixty (60) calendar days of receipt of the unit member's written application and documentation from the unit member's retirement system as described in Paragraph 1. However, if the retiring unit member dies prior to receipt of severance pay, such severance pay shall be made to the deceased retirant's legal heirs, successors or assigns as provided by law, will, or the courts. The pay shall be subject to all legal deductions.
6. Payment of severance pay for unused sick leave shall eliminate all accrued sick leave of the unit member in the district.

## **ARTICLE 15**

### **ASSAULT LEAVE**

#### **A. THREATS**

Any unit member who is threatened with bodily harm by an individual or a group while carrying out his/her assigned duties shall be offered reasonable protection by the school district. He/She shall immediately notify his/her building principal or supervisor. The principal or supervisor shall then immediately notify the Superintendent's office. Together they shall take immediate steps in cooperation with the unit member to provide every reasonable precaution for his/her safety. Precautionary steps including any advisable legal action shall be reported to the Superintendent's office at the earliest possible time. The District or the individual unit member may file a report with an appropriate law enforcement agency.

#### **B. ASSAULT DISABILITY**

Workers' Compensation will determine.

#### **C. MEDICAL EXAMINATION**

The assaulted injured unit member shall undergo such medical, psychological/psychiatric examinations by such examiners as are requested by the Board at school district expense if the bargaining unit member's assault leave absence exceeds five (5) days, and when found fit for duty shall return to employment. The Board shall pay all medical, psychological/psychiatric expenses not covered by the unit member's medical insurance and Worker's Compensation up to a limit of five thousand dollars (\$5,000).

#### **D. PERSONAL PROPERTY**

Unit members whose personal property (including, but not limited to, eyeglasses, hearing aid, dentures, watches, or articles of clothing necessarily worn or carried) is damaged in an assault on his/her person arising from and in the course of his/her employment may apply for and will be reimbursed costs of repairs or replacement. If an item is damaged beyond repair, actual value at the time of damage shall be reimbursed, not to exceed six hundred dollars (\$600). A paid receipt shall be provided to the Treasurer, excluding insurance coverages, if any.

E. Assault leave shall be a paid leave and shall not be charged against sick leave accumulation.

F. Assault leave shall be in effect on the first day of absence.

## ARTICLE 16

### SICK LEAVE

1. a. There shall be fifteen (15) days of sick leave per school year for each full-time unit member employed by the Board. Unit members who render part-time, seasonal, intermittent, per diem, or hourly service shall be entitled to sick leave for the time actually worked at the same rate as that granted like full-time employees. A unit member employed as a substitute with an assignment to one (1) specific teaching position shall, after sixty (60) days of service, be granted sick leave. The basis for determining this number of days of sick leave shall be one and one-fourth (1 1/4) days per month for twelve (12) months. The sick leave shall be cumulative to a maximum of two hundred fifty (250) days except unit members who have accumulated two hundred fifty (250) days of sick leave shall start the school year with two hundred fifty-nine (259) days of sick leave, to be adjusted in June, at the end of the student year. Unused sick days accumulated over and above the two hundred fifty (250) day maximum in one (1) student school year shall not carry over to the next student school year.
  - b. At the beginning of a full-time unit member's contract year, unit members with a cumulative total of less than five (5) days sick leave will be advanced the number of days necessary to bring their beginning total to five (5) days. If the sum of a unit member's cumulated days of sick leave at any time is below the maximum allowed accumulation, only a sufficient number of days shall be recorded to his/her credit to bring the total of the cumulated days of sick leave up to a maximum approved by the Board. No unused portion of the annual fifteen (15) days sick leave allowance per year shall be carried from one year to the next after the unit member has the maximum sick leave approved by the Board.
  - c. If a unit member is employed during the school year, he/she shall be credited with days of sick leave in proportion to the fractional part of his/her term which remains at the rate of one and one-fourth (1 1/4) days per month.
  - d. Sick leave shall be updated by the second pay per month.
2. Proof of illness or of absence for other reasons must be established with the Superintendent.
    - a. Each unit member absent more than three (3) consecutive days, may be required to furnish a satisfactory written signed statement listing the name and address of the attending physician and the dates when he/she was consulted to justify the use of sick leave when absence is a result of personal illness or injury in the immediate family. The signing and filing of such absence report by a unit member shall be a certification by him/her that the facts and statements contained in said report are true and correct. The filing of any willfully false statement by a unit member shall be considered by the Board as grounds for suspension or termination of employment under Sections 3319.091 and 3319.16 of the Revised Code.
3. A unit member may use a part or all of the cumulated leave before the maximum approved by the local Board have accumulated. After any period of acceptable absence, as described in this sick leave plan, the leave can again be built up to the maximum of days. Unit members may use sick leave for absence due to personal illness, disability resulting from pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the employee's immediate family. Immediate family shall be defined as any blood or marital relative.

4. A unit member planning to request a leave of absence and/or use of sick leave because of disability resulting from pregnancy shall make her request in writing, accompanied by a statement from her doctor indicating the expected delivery date. This request should be made at least ninety (90) days prior to her expected delivery date. For the purpose of this provision, disability resulting from pregnancy is the period during which the unit member is not physically and/or emotionally capable of performing all the duties and functions of her position. This beginning date of disability and the termination of the disability shall be established by written statement of the unit member's physician. Verification of continuing disability after delivery date may be required by the Superintendent, upon written notice to the unit member.
5. A unit member who transfers from a public agency to a school district shall be credited with the unused balance of his/her accumulation permitted in the school district to which the unit member transfers provided that such reemployment takes place within ten (10) years of the date of the last termination from public service.
6. Any unit member who uses all his/her accumulated sick leave may substitute unused personal, emergency, or other forms of leave provided for under Section 3319.08 of the Revised Code of Ohio.
7. According to Section 3313.202 of the Revised Code, the Board shall continue to carry on payroll records all unit members whose sick leave has been exhausted, or who are on a disability leave of absence, or who are on an approved leave of absence, for the purpose of group term life, hospitalization, surgical, and any other health insurance coverage provided for in this agreement. The cost of such coverage is to be paid by the unit member.
8. A unit member absent from work in excess of the number of sick leave or other authorized leave days accumulated by the unit member shall receive a salary deduction calculated by dividing the number of days in the unit members duty year into the gross annual salary, thus arriving at a per-diem deduction.
9. For the purpose of this Article, a day shall be defined as a workday plus any meetings or duties before or after school.

## ARTICLE 17

### PERSONAL LEAVE

- A. All full-time unit members will be granted three (3) days of personal leave per school year, unless a unit member has "rolled over" an unused personal leave day from the previous year for a total of four (4) for that school year. Personal leave may be used for periods of one-half (1/2) day. Part-time, hourly unit, and short year members shall have their days prorated appropriately.
- B. Personal leave shall be used for personal business that cannot be conducted at any other time except during the regular school day. Personal leave days may not be used the day before or the day after a vacation or holiday, or during the first and last week of school except in case of emergency or significant event as approved by the Superintendent. Unit members are to contact their building principal to request emergency personal leave. Unit members may not use four (4) personal leave days on consecutive workdays.
- C. Requests for personal leave shall be submitted for approval to the building principal at least forty-eight (48) hours in advance of the day requested. If emergency circumstances make it impossible to submit the request in advance, the request must be made by telephone and then confirmed with the building principal. Failure to do so shall result in the loss of the requested leave.
- D. Unit members with unused personal leave days from the previous year may "roll over" a maximum of one personal leave day to the following school year. Personal leave days that are unused and not "rolled over"

shall be added to the unit member's cumulative total sick leave days effective July 1st of each year.

- E. For the purposes of this Article, a day shall be defined as a workday plus any meetings or duties before or after school.
- F. Unit members electing to "roll over" a personal leave day must notify the treasurer in writing by May 1<sup>st</sup>.

## **ARTICLE 18**

### **JURY DUTY LEAVE**

- A. Unit members who are called for jury duty are to notify the Treasurer and the building principal promptly when such summons is received. According to the State Auditor, educators cannot be paid school salary and jury duty payment for the same day. The employee should contact the Treasurer to determine a procedure for handling this matter. Jury duty leave shall not reduce sick leave or personal leave accumulation.
- B. If a bargaining unit member has jury duty on a non-scheduled workday, the bargaining unit member shall keep the money.

## **ARTICLE 19**

### **MATERNITY/PATERNITY/FOSTER CARE/ADOPTION LEAVE**

Upon written request of the unit member, the Board may grant an unpaid leave of absence for a period not to exceed one year under the following conditions:

- A. The request is to be made ninety (90) days in advance of the baby's birth; however, an exception will be made in case of adoption, foster care with the intent to lead to adoption or unforeseeable circumstances.
- B. Leaves shall be without pay for maternity, paternity, foster care, and adoption. However, for an adoption, a bargaining unit member may use up to ten (10) days of paid leave, first using all remaining personal leave days and then sick leave, to total ten (10) days. Following the use of ten (10) days of paid leave, a bargaining unit member may then request unpaid leave for an adoption, but a maximum of 12 weeks paid and unpaid leave will be permitted as FMLA leave. (Paid and unpaid leave will run concurrently with FMLA leave).

The limited contract of an individual who has been granted a leave of absence will continue without interruption.

- C. Leaves will be granted for an entire year, or one (1) semester, or one (1) grading period. The unit member may request one (1) semester or grading period, then request a second semester or grading period if the request is made in writing to the Superintendent thirty (30) days prior to the end of the first leave.

Extension of leave may be granted by the Superintendent in cases of unforeseeable circumstances. The Superintendent may also grant early return from leave for unforeseeable circumstances.

- D. If the unit member will not be returning to the school system after the leave, the following conditions must be met:

**LENGTH OF LEAVE**

**NOTIFICATION OF RESIGNATION**

Grading period\*

Two (2) weeks prior to the end of the grading period

1 Semester\*

First Semester - December 1  
Second Semester - May 1

1 Year

May 1

\*In accordance with the school calendar.

- E. The employee will return at the beginning of a grading period.
- F. When the unit member returns from a leave of absence, every effort will be made to return the member to the position he/she held prior to the leave of absence.
- G. Seniority shall not be affected by this leave. Leaves shall be without fringe benefits, but unit members have the right to continue coverage by paying the premiums.

**ARTICLE 20**

**LEAVE OF ABSENCE WITHOUT PAY**

Upon written request of the unit member and recommendation of the Superintendent, the Board may grant a leave of absence for a period not to exceed one (1) year under the following conditions:

- A. Leaves shall be without pay, and without increment in the salary schedule. An individual on a limited contract who has been granted a leave of absence will have his/her contract run concurrently with his/her leave of absence. In short, the contract will not be held suspended in time until the return of the unit member.
- B. Leaves of absence without pay for one (1) year, (1) semester, or one (1) grading period per school calendar may be granted upon request.
- C. The Board shall be notified in writing of the unit member's intention to return by December 1 for a first semester leave of absence, and by April 1 for a second semester leave of absence, and by two (2) weeks before the end of the grading period before desiring termination of leave of absence.
- D. When a unit member returns from a leave of absence, every effort will be made to return the member to the position he/she held prior to the leave of absence.
- E. Seniority will not be affected by unpaid leave of absence.
- F. The unit member may continue insurance coverage at unit member's expense for the duration of the unpaid leave of absence.
- G. If personal illness is the reason for the request, a bargaining unit member may request a leave of absence for a period of not more than two consecutive school years, and the Board will grant such a request.

## ARTICLE 21

### NOTICE OF VACANCIES, ASSIGNMENTS, AND REASSIGNMENTS

- A. 1. A unit member vacancy is created when a bargaining unit member resigns, retires, dies and/or is terminated and/or non-renewed, or when a new bargaining unit position defined as any position created requiring an additional bargaining unit member and will be posted on the faculty bulletin board of each building. Postings shall include minimum qualification(s) for the position. If the vacancy should occur during the summer, written notification shall be included with the unit member's next regular pay. Nothing in this Article shall require the Board to fill any position that is vacant. The Association President(s) shall receive notification of all positions prior to posting (this includes vacancies occurring during the summer).
2. Before the posting of a new bargaining unit position, a job description must be developed and the position approved by the Board of Education for hiring.

- B. In the spring when the building principal sends a questionnaire to each unit member asking if they plan to return, space will be added to enable the unit member to indicate if they desire a staffing change or consideration for a specific supplemental position. Any unit member indicating a desire for change will be notified directly by mail or telephone during the summer if a position opens in which he/she has indicated an interest. Each notified unit member will have one (1) week from the date of the mailing or telephone call to contact the building principal or the Superintendent if he/she still desires a change. Seniority in the system will be given preference if the applicants are deemed similarly qualified by the Board.

The Board will fill all posted positions if a qualified bargaining unit member (at the discretion of the Superintendent) has applied. If no bargaining unit members have applied, the posting can be withdrawn if no qualified candidates (at the discretion of the Superintendent) can be found.

- C. Supplemental positions shall be filled by the most qualified unit member applicant as determined by the judgment of the Board. If there are no qualified unit member applicants as determined by the Board, the Board shall follow Ohio Revised Code Section 3313.53 when filling the positions.
- D. Involuntary transfer will be defined as a transfer against the will of the bargaining unit member and shall not be arbitrary or capricious. If a bargaining unit member's assignment is changed after the beginning of the school year, the bargaining unit member will receive three (3) days of extended pay. Changing an assignment would be different grade level or different subjects. If a bargaining unit member's assignment is changed after the start of the second semester, the bargaining unit member will receive five (5) days of extended pay. If a position becomes available during the school year that a bargaining unit member requests, no extended pay will be granted.
- E. Notice of tentative assignments will be given to bargaining unit members on or before the end of each school year. In the event the Superintendent determines that a change of assignment may be necessary after tentative assignments have been provided, before finalizing his/her determination the Superintendent shall provide the affected bargaining unit member with an opportunity to meet with him/her to discuss the reasons for the proposed assignment and to hear the bargaining unit member's response and suggestions concerning the proposed change. It is the intent of this subsection to promote fair, equitable and professional relations concerning assignments. The Superintendent retains final authority to make assignments.

## ARTICLE 22

### LENGTH OF SCHOOL YEAR AND WORK DAY

A. The unit member work day shall not be longer than seven and one-half (7 1/2) hours.

1. If a required meeting is scheduled, a unit member may be required to remain up to an extra three (3) hours per month beyond the work day. The Board will pay twenty-five dollars (\$25) per hour, in fifteen (15) minute segments for meetings that exceed the three (3) hour per month cap. Any meeting called and held on the same day shall be within the seven and one-half (7 1/2) hour work day. This does not include early-dismissal days.

Kindergarten teachers and the district nurse shall be given a maximum of two (2) days before the beginning of each school year for screening (assessment and placement) of incoming students. The kindergarten teachers and the district nurse will be paid at their per diem rate.

2. If a required duty is scheduled before or after the student day, the unit member will serve that duty. Duties will be assigned by the building principal or his/her designee so that the total minutes of duty time shall be assigned as nearly equal as possible among unit members unless a person can be hired to cover these duties. The duty schedule will be prepared in advance with the understanding that unit members may trade duties if the trade is agreeable to both unit members and approved by the building principal.
3. The Board will pay twenty-five dollars (\$25) per hour in fifteen (15) minute segments for unit members who supervise duties beyond the seven and one-half (7 1/2) hour unit member duty day.
4. Unit members who require students to serve detention with them personally on an intermittent basis will not receive additional compensation.
5. IEP meetings will be conducted during the teacher day, if at all possible; however, if that is not possible, the Board will compensate the bargaining unit member at their per diem hourly rate of pay. (IEP will not count in the three (3) hour cap). If the IEP meeting occurs during the unit member's planning time, the unit member will be compensated twenty-five dollars (\$25) for the meeting. The parties understand that the Board must comply with the requirements of federal and state law regarding parents' rights concerning the scheduling of IEP meetings.

B. The work day for each full-time unit member will include the following:

1. At least a thirty (30) minute, uninterrupted, duty-free lunch period plus six (6) minutes for student movement. Unit members may leave the building during their duty-free lunch period with notification to the building principal or designee.
2. Forty (40) consecutive minutes during the student day for educational planning time for all unit members in grades 6-12.
3. No less than two hundred (200) minutes within the seven and one-half (7 1/2) unit member day will be scheduled for educational planning time for all unit members in Grades K-5 during the contract week.
4. Open house in K-8 and Freshman Orientation 9-12 will count as one-half (1/2) day toward second semester conference.

- C. Before a unit member is requested by the building principal to serve as a substitute, every effort shall be made to obtain a substitute. The unit member so assigned shall be compensated twenty-five (\$25) dollars for covering a class and ten (\$10) dollars for taking students during study hall. The study hall teacher will receive only one stipend.

It shall be the responsibility of the building principal to inform the Treasurer of earned compensation. The unit member shall receive such earned compensation on the next pay date after notification.

- D. A minimum of at least ten (10) minutes shall be scheduled for travel between the elementary school and the middle school for those unit members who are assigned to both work sites.

Unit members who must travel between the high school and the elementary school/middle school complex shall be scheduled a minimum of fifteen (15) minutes for travel between buildings.

- E. Scheduled parent-teacher conference days arranged by the Administration after consultation with building faculty may start at a time different from the regular starting time for unit members; however, such scheduled time shall not exceed seven and one-half (7 1/2) continuous hours including a one-half (1/2) hour duty-free time for unit members.

**F. UNIT MEMBER YEAR**

The unit member year shall be defined as follows:

180	instructional days
2	parent-teacher conference days
<u>2</u>	record days
184	TOTAL

- G. Teachers employed for Grades K-5 will be either full-time or half-time. A half-time elementary school teacher (Grades K-5) will be employed for two hundred twenty-five (225) minutes. A half-time teacher shall not be required to perform any duties outside of the two hundred twenty-five (225) minute period.

1. Any half-time bargaining unit member in Grades K-5 will receive fifty percent (50%) of salary and insurance benefits.
2. Any five-eighths (5/8) time unit member who is transferred or otherwise assigned to a half-time position in Grades K-5 shall receive the same level of pay and benefits as if he/she were employed five-eighths (5/8) time.
3. Current full-time positions shall not be split into part-time positions, unless mutually agreed to.
4. A bargaining unit member shall not be issued two (2) part-time contracts.

Any bargaining unit member in Grades 6-12 with at least three (3) assignments will receive a forty (40) consecutive minute paid planning period and receive fifty percent (50%) of contract, i.e. both salary and insurance benefits.

Any bargaining unit member in Grades 6-12 with four (4) assignments will receive a forty (40) consecutive minute paid planning period, full benefits, and will be paid sixty-two and five-tenths percent (62.5%) of contract/salary.

- H. Teachers new to the district shall be paid at their per diem rate for the New Teacher Work/Meeting Day.
- I. Kindergarten teachers shall have a professional day one day at the end of each of the first three grading periods.
- J. Teachers who have a dual enrollment class(es) shall have one professional at the end of each of the first three grading periods for dual enrollment.

**ARTICLE 23**

**STRS PICK-UP**

The Board will provide unit members STRS "pick-up" through the salary reduction procedure, as approved by STRS as long as accepted by IRS.

**ARTICLE 24**

**INSURANCE**

A. **MEDICAL** – Premiums for insurance shall be paid as follows:

- Family - Board pays eighty percent (80%)  
Member pays twenty percent (20%)
- Single - Board pays ninety percent (90%)  
Member pays ten percent (10%)

See Appendix C for schedule of benefits.

B. **DENTAL**

The Board will provide and pay ninety percent (90%) of premiums for single and family coverage for unit members for the current dental program. (Oasis 19-N-R&C 100/80/60/50 Plan, which was in effect during the 1987-88 school year).

The following is a summary, prepared by the carrier, of the current dental program schedule of benefits now provided through the plan currently in effect between the Board and carrier:

Maximum Benefit Each Calendar Year	
For Class I, II, and III Services .....	\$1,000.00
 Lifetime Maximum for Orthodontic	
Services, Per Person .....	 \$1,000.00

Individual Deductible..... \$25.00  
 Family Deductible ..... \$50.00

Percentage (Of Reasonable and Customary) Or Scheduled Amounts Payable for Covered Dental Expenses:

Class I	100%	Class III	60%
Class II	80%	Class IV	50%

Eligible dependent children who are full time students are covered to the age of 25.

**C. LIFE INSURANCE**

The following is a summary, prepared by the carrier, of the present life insurance schedule of benefits now provided through the policy currently in effect between the Board and carrier:

- 12. Eligible Classes - I - All eligible employees
- 13. Term Life Amount - \$35,000
- 14. AD & D Amount - \$35,000

The Treasurer shall investigate terms and conditions of making additional life insurance available to unit members who wish to purchase it at their cost. This information will be shared with the Association President and, if acceptable to the Board and the Association, shall be offered.

**D. RIGHT TO CHANGE CARRIERS**

The Board has the right to change carrier as long as the coverage is equal to or exceeds the current coverage at no additional cost to unit members and with prior notice to the Association.

**E. BENEFITS FOR LESS THAN FULL TIME UNIT MEMBERS**

The Board will pay fifty percent (50%) of the monthly premiums for unit members employed in K-5 with two hundred twenty-five (225) minute assignments and 6-12 with three (3) period assignments. Unit members in K-5 who are employed for more than two hundred twenty-five (225) minutes per day and 6-12 with four (4) assignments or more receive full benefits.

**ARTICLE 25**  
**SALARY SCHEDULE**

**A. BASE SALARY**

1. Effective July 1, 2013, the base of the regular salary schedule (BA - 0) shall be \$31,482.28 for the 2013-14 and 2014-15 school years.
2. Bargaining unit members shall not receive step increases during the 2013-2014 and 2014-15 school years.
3. Bargaining unit members shall receive a one-time payment of \$1000.00 in December 2013, and a one-time payment of \$1000.00 in December 2014.

**B. SALARY SCHEDULE INDEX**

<u>Yrs./ Exp.</u>	<u>BA</u>	<u>5 Yrs.</u>	<u>MA</u>	<u>MA+30</u>
0	1.0000	1.0400	1.1000	1.3100
1	1.0400	1.0850	1.1500	1.3700
2	1.0800	1.1300	1.2000	1.4300
3	1.1200	1.1750	1.2500	1.4900
4	1.1600	1.2200	1.3000	1.5500
5	1.2000	1.2650	1.3500	1.6100
6	1.2400	1.3100	1.4000	1.6700
7	1.2800	1.3550	1.4500	1.7300
8	1.3200	1.4000	1.5000	1.7900
9	1.3600	1.4450	1.5500	1.8500
10	1.4000	1.4900	1.6000	1.9100
11	1.4400	1.5350	1.6500	1.9700
12	1.4800	1.5800	1.7000	2.0300
13	1.5200	1.6250	1.7500	2.0900
14	1.5600	1.6700	1.8000	2.1500
15	1.6000	1.7150	1.8500	2.2100
18	1.6400	1.7600	1.9000	2.2700
25	1.6800	1.8050	1.9500	2.3300

**C. TEACHER RETIREES**

1. Retired teachers will begin at Step 5 of the Salary Schedule and progress one step a year until they would reach Step 10 and then they would be frozen.
2. One year contracts will only be issued.
3. The District is not bound by evaluations or contract sequence.
4. The District will not pay health benefits unless mandated by STRS rules.
5. It will be at the Board's discretion whether a retiree is hired and/or retained.
6. Retired/re-hired teachers will not accrue seniority.

## **ARTICLE 26**

### **EXTENDED SERVICE**

The Superintendent may recommend unit members for employment on extended service beyond the term of the regular school year, subject to all of the following regulations:

1. The activity is requested or has received prior approval by the Administration.
2. The activity is an extension of the regular classroom and supports the classroom.
3. The activity is not a regularly assigned duty as defined in Article 22, Section 2.
4. Salary will be determined by dividing the yearly base salary, as determined by the unit member's salary schedule, by the number of days in the unit member's duty year, as listed on the school calendar, and then multiplying this daily rate times the number of authorized extended service days.
5. All bargaining unit members not qualifying for extended service shall be granted one (1) day of extended service at the beginning of the school year: one-half (1/2) day for classroom preparation and one-half day for building meetings.

## **ARTICLE 27**

### **PAY PRACTICES**

#### **A. PAY DATES**

1. Unit members will be paid bi-weekly on twenty-six (26) checks per year. Pay day will be every other Friday, with first pay at the end of two (2) weeks after the start of the school year, regardless of the last pay period of the preceding year. All checks will be directly deposited.
2. It shall be the responsibility of the unit member to inform the Treasurer of a change of address.

#### **B. PAYROLL DEDUCTIONS OF DUES**

Authorized deduction of Association dues shall be made and transmitted according to procedures agreed to by the Board and Association.

#### **C. TAX SHELTERED ANNUITIES**

The Board shall provide payroll deduction for Board approved tax sheltered annuity programs.

#### **D. The Board shall provide payroll deduction for EPAC, Credit Union, and United Way.**

- E. All supplemental checks will be paid in a lump sum after the season is completed. A date for each season shall be chosen by the Treasurer, and all coaches for that season will be paid at that time, when all required duties are completed.

## ARTICLE 28

### SUPPLEMENTAL CONTRACTS

A. The Supplemental salaries are classified as follows:

#### Level 1

Instrumental Music (school year)

#### Level 1a

Head Football Coach  
Head Boys' Basketball Coach  
Head Girls' Basketball Coach

#### Level 2

Head Cross Country Coach (Boys & Girls combined)  
Head Boys' Soccer Coach  
Head Girls' Soccer Coach  
Head Volleyball Coach  
Head Wrestling Coach  
Head Baseball Coach  
Head Softball Coach  
Head Boys' Track Coach  
Head Girls' Track Coach  
High School Yearbook Advisor\*  
High School Vocal Music (school year)

#### Level 2a

Varsity Assistant Football Coach (4)  
JV Boys' Basketball Coach  
JV Girls' Basketball Coach

#### Level 3

Head Boys' Golf Coach  
Head Girls' Golf Coach  
Band Assistant  
Varsity Assistant Track Coach (2)  
JV Boys' Golf Coach  
JV Boys' Basketball Coach  
JV Girls' Basketball Coach  
JV Volleyball Coach  
JV Baseball Coach  
JV Softball Coach Fall  
Faculty Manager Winter  
Faculty Manager

#### **Level 4**

Varsity Basketball Cheerleading Coach  
Freshman Volleyball Coach  
Freshman Boys' Basketball Coach  
Freshman Girls' Basketball Coach  
Head Junior High Football Coach  
7<sup>th</sup> Grade Volleyball Coach  
8<sup>th</sup> Grade Volleyball Coach  
Junior High Cross Country Coach (Boys & Girls combined)  
7<sup>th</sup> Grade Boys' Basketball Coach  
8<sup>th</sup> Grade Boys' Basketball Coach  
7<sup>th</sup> Grade Girls' Basketball Coach  
8<sup>th</sup> Grade Girls' Basketball Coach  
Junior High Wrestling coach  
Junior High Boys' Track Coach  
Junior High Girls' Track Coach  
Musical Director

#### **Level 5**

Varsity Football Cheerleading Coach  
JV Basketball Cheerleading Coach  
Coordinator of Vocal and Instrumental Music for Musical  
Junior High Assistant Football Coach (2)

#### **Level 6**

JV Football Cheerleading Coach  
Junior High Basketball Cheerleading Coach  
High School Play  
Flag Corps Advisor  
Junior Class Coordinator  
Senior Class Coordinator  
LPDC (3 bargaining unit members) (school year)  
Mentors  
Knowledge Bowl Coach

#### **Level 7**

Junior High Football Cheerleading Coach  
Junior High Play

#### **Level 8**

Science Fair Chairman  
6<sup>th</sup> Grade Outdoor Education  
Honor Society Advisor  
Spelling Bee Advisor  
High School Student Council Advisor  
Middle School Student Council Advisor  
Department Heads

High School Model U.N.  
 Middle School Model U.N.  
 Middle School Yearbook  
 Elementary School Yearbook  
 Middle School Washington DC Trip Coordinator

The position of High School Yearbook Advisor will be a Level 3 if done as a class period during the normal school day. If it is not done during the normal school day, it will be a Level 2.

**B. SALARY AND YEARS OF SERVICE**

**INDEX**

<u>Level</u>	<u>0-1</u>	<u>2-4</u>	<u>5-7</u>	<u>8-10</u>	<u>11 +</u>
1	0.140	0.162	0.184	0.206	0.228
1a	0.100	0.122	0.144	0.166	0.188
2	0.082	0.104	0.126	0.148	0.170
2a	0.071	0.089	0.107	0.125	0.143
3	0.060	0.074	0.088	0.102	0.116
4	0.040	0.053	0.066	0.079	0.092
5	0.033	0.043	0.053	0.063	0.073
6	0.025	0.033	0.041	0.049	0.057
7	0.016	0.022	0.028	0.034	0.040
8	0.011	0.016	0.021	0.026	0.031

**SUPPLEMENTAL SALARY SCHEDULE 2013-2015**

LIBERTY UNION-THURSTON SCHOOLS

\$31,482.28

Bargaining unit members shall not receive step increases for the 2013-14 and 2014-15 school years.

<u>LEVEL</u>	<u>0 TO 1</u>	<u>2 TO 4</u>	<u>5 TO 7</u>	<u>8 TO 10</u>	<u>11 +</u>
1	\$4,407.52	\$5,100.13	\$5,792.74	\$6,485.35	\$7,177.96
1a	\$3,148.23	\$3,840.84	\$4,533.45	\$5,226.06	\$5,918.67
2	\$2,581.55	\$3,274.16	\$3,966.77	\$4,659.38	\$5,351.99
2a	\$2,235.24	\$2,801.92	\$3,368.60	\$3,935.29	\$4,501.97
3	\$1,888.94	\$2,329.69	\$2,770.44	\$3,211.19	\$3,651.94

4	\$1,259.29	\$1,668.56	\$2,077.83	\$2,487.10	\$2,896.37
5	\$1,038.92	\$1,353.74	\$1,668.56	\$1,983.38	\$2,298.21
6	\$787.06	\$1,038.92	\$1,290.77	\$1,542.63	\$1,794.49
7	\$503.72	\$692.61	\$881.50	\$1,070.40	\$1,259.29
8	\$346.31	\$503.72	\$661.13	\$818.54	\$975.95

The supplemental salary bases and amounts throughout the schedule will increase by the same percent as the base salary increases for that year. All increments and steps will be given when applicable.

**C. PROCEDURES FOR SALARY SCALE STEP PLACEMENT:**

1. Coaching of any given sport on a lower level than the varsity level shall be counted as experience on the varsity level at a rate of fifty percent (50%) of the total years of coaching experience within that sport. Half years of varsity experience shall be rounded to the next higher whole number. Supplemental positions which are on the same salary level will have experience count equally on that level.
2. Coaches shall be given equal pay for coaching either girls or boys sports.
3. Freshman activity experience will apply as past experience for reserve experience.
4. Varsity and reserve coaching experience would apply for placement on the freshman and junior high scales at one hundred percent (100%).
5. Up to five (5) years of coaching or extra-curricular experience may be transferred within the same sport or extra-curricular position.
6. All supplemental contracts will be non-renewed at the end of each year.

**ARTICLE 29**

**PROCEDURES FOR NEGOTIATIONS OF A  
SUCCESSOR AGREEMENT**

**A. SCOPE OF NEGOTIATIONS**

The obligation to bargain collectively means to negotiate in good faith at reasonable times and reasonable places and to execute a written contract incorporating the terms of any agreement reached. The obligation to bargain collectively does not require the Board or the Association to agree to a proposal nor does it require the making of a concession.

## **B. PROCEDURES FOR CONDUCTING NEGOTIATIONS**

1. Either party may request negotiations for a successor Agreement by submitting a notice to negotiate to the State Employment Relations Board (SERB) and to the other party between one hundred twenty (120) and ninety (90) days prior to the expiration of this Agreement.
2. Within fifteen (15) days of receipt of said notice, representatives of the parties shall meet and submit proposals for the successor Agreement. Said proposals shall be comprehensive in nature and no additional issues shall be introduced after the first session without mutual agreement. Subsequent bargaining sessions shall be set at times and dates as are mutually agreed to by the teams.

Negotiation teams will be limited to ten (10) members each, unless both parties mutually agree to a different number for specific meetings.

3. Negotiations sessions shall be conducted in executive session; however, each party may report on the progress of negotiations to their respective constituency.
4. Upon request of either bargaining team, a bargaining session may be recessed to permit a caucus.
  - a. When negotiations are conducted during regular school hours, released time shall be provided for the Association's negotiating team, up to a limit of five (5).
5. There shall be three (3) signed copies of the final Agreement. One (1) copy shall be retained by the Board, one (1) by the Association, and one (1) shall be submitted to the State Employment Relations Board.
6. As tentative agreement is reached on each issue, it shall be so noted and initialed by each party. When consensus is reached covering the areas under discussion, the proposed Agreement shall be reduced to writing as a tentative agreement, signed by the appropriate representatives, and submitted within thirty (30) calendar days to the Association and the Board for approval.
  - a. The final Agreement, as adopted by the Board and ratified by the Association, will be printed by a professional printer and presented to each member within thirty (30) days. The cost of the printing, including labor and materials for one hundred twenty-five (125) Association copies and seventy-five (75) Board of Education copies, shall be split by the parties. The Association shall be responsible for printing the contract.
7. In the event an agreement is not reached after forty-five (45) days from the first bargaining session, either of the parties shall have the option of requesting the assistance of a federal mediator under the guidelines of the Federal Mediation and Conciliation Service. The mediation process may be extended by mutual agreement of the parties.
8. Within forty-five (45) days prior to the expiration of the contract, the parties, by mutual agreement, may agree to another alternative dispute resolution procedure, including fact-finding. Any mutually agreed change shall be sent, in writing, to the State Employment Relations Board. A mutually agreeable fact-finder may be selected by the parties or by using the voluntary rules of the American Arbitration Association (AAA).
9. The parties may mutually agree to extend the above time lines.

## **ARTICLE 30**

### **TOTAL AGREEMENT**

- A. This Agreement is the complete understanding reached between the parties in the course of bargaining wages, hours, terms and other conditions of employment. Provisions herein shall supersede any previous Agreements or understandings between the parties. Any existing Board policies or regulations in conflict with the terms of this Agreement shall be revised to conform with the terms and conditions set forth herein. The Board reserves the right to adopt policies and regulations, as long as they do not conflict with this Agreement.

Neither the Association nor the Board waive any rights to bargain or refuse to bargain during the term of this Agreement respecting mandatory subjects of bargaining as defined in Ohio Revised Code Chapter 4117.08, except as may be limited by Chapter 4117.

## **ARTICLE 31**

### **INTERIM BARGAINING**

During the term of this Agreement, legislative or State Board of Education mandates, whose implementation would change the terms and conditions of employment, may arise. If such mandates occur, the Board shall give the Association at least thirty (30) calendar days notice of the intended change. After notification, the Labor Management Committee shall meet within ten (10) days to discuss the impending change. If the Labor Management Committee is unable to resolve the issue, it shall be the Association's responsibility then to initiate bargaining by filing written notice with the Superintendent within ten (10) calendar days. If the Association does not make a timely request for bargaining, the Board may implement its intended change thirty (30) days after the Labor Management Committee meeting.

Upon Association request and during the bargaining period of thirty (30) calendar days, the Board's and Association's representatives will bargain in good faith. If there is no agreement between the parties within thirty (30) calendar days from the initial notice from the Board, the parties will mediate the issue with the assistance of a mediator approved by both parties. The mediation period shall not exceed two (2) weeks.

If there is no agreement after the mediation period, the Board may implement its last offer and the Association may proceed in accordance with O.R.C. Section 4117.14(1)(2).

## **ARTICLE 32**

### **LABOR/MANAGEMENT COMMITTEE**

A committee shall be organized, consisting of the President of the Association and three (3) Association members, Superintendent, Building Level Administrators, and a Board Member to meet upon the request of either party to attempt to resolve any problems which either party may wish to discuss. A minimum of two (2) meetings per year will be held, on the third Monday of October and April, unless both parties agree to meet beyond the minimum.

## ARTICLE 33

### BOARD OF EDUCATION RIGHTS AND RESPONSIBILITIES

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, including, but without limiting the generality of the foregoing, all of the rights identified in Section 4117.08 of the Ohio Revised Code.

## ARTICLE 34

### CLASS SIZE

Beginning with the 1999-2000 school year, the average maximum class size by grade level shall be as follows:

<u>GRADES</u>	<u>AVERAGE MAXIMUM CLASS SIZE BY GRADE LEVEL</u>
Pre K	17
K-1	24 (If this maximum is exceeded, one [1] full time aide will be assigned for that grade level)
2-5	25 (If this maximum is exceeded, one [1] full time aide will be assigned for that grade level)
K-5	28 (If this maximum is exceeded, an additional teacher will be employed)
6-12	28 (Reasonable effort will be made to keep classes in Grades 6-12 to 28 per class).

The obligation to hire an aide under the foregoing limits will arise only where the average number of students enrolled in a grade level exceeds the limit stated above of average maximum pupils for a period of twenty (20) consecutive school days. Once the average maximum class size enrolled in a grade level exceeds the limit for twenty (20) consecutive school days, the Board must hire an aide as set forth above for the remainder of the school year.

The obligation to hire a teacher under the foregoing limits will arise only where the average number of students enrolled in a grade level exceeds the limit of twenty-eight (28) average maximum pupils for a period of thirty (30) consecutive school days or forty (40) calendar days, whichever comes first. Once the average maximum class size enrolled in a grade level exceeds the limit for thirty (30) consecutive school days or forty (40) calendar days, whichever comes first, the Board must hire a teacher as set forth above for the remainder of the school year.

Multi-age classes shall be excluded from the foregoing provisions and shall have no more than twenty-four (24) students. There will not be split grade level classes.

## **GRADES**

6-12 170 Total students served, per day<sup>1</sup>, per semester. Excluded are special area music, P.E., study halls, and non-instructional supervisory duties. One full-time aide shall be hired to assist these areas. First priority shall be given to chorus 7-12.

The percent of time a special education student is out of the regular classroom will be deducted from the calculation of the student/teacher ratio.

For those bargaining unit members who are less than full-time, the maximum number of students in Grades 6-12 shall be pro-rated according to the time of their contract.

## **ARTICLE 35**

### **AGENCY FEE**

#### **A. PAYROLL DEDUCTION OF FAIR SHARE PLAN**

The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the LU-TEA, a fair share fee for the Association's representation of such non-members during the term of this contract.

#### **B. NOTIFICATION OF THE AMOUNT OF FAIR SHARE FEE**

Notice of the amount of the annual fair share fee, which shall not be more than one hundred percent (100%) of the Unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about October 15 of each year during the term of this contract for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

#### **C. SCHEDULE OF FAIR SHARE FEE DEDUCTIONS**

1. All fair share fee payers - Payroll deduction of such fair share fees shall begin at the first payroll period in January except that no fair share fee deduction shall be made for bargaining unit members employed after October 31 until the second paycheck, which period shall be the required probationary period of newly employed bargaining unit members.
2. Upon termination of membership during the membership year - The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

#### **D. TRANSMITTAL OF DEDUCTIONS**

The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

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<sup>1</sup> Total students on grade scan sheets.

**E. PROCEDURE FOR REBATE**

The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Ohio Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and of Ohio.

**F. ENTITLEMENT TO REBATE**

Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

**G. BOARD INDEMNIFICATION**

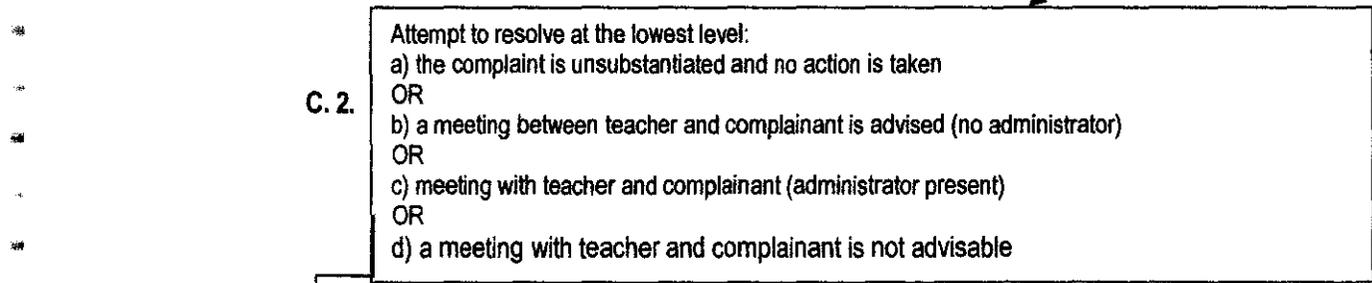
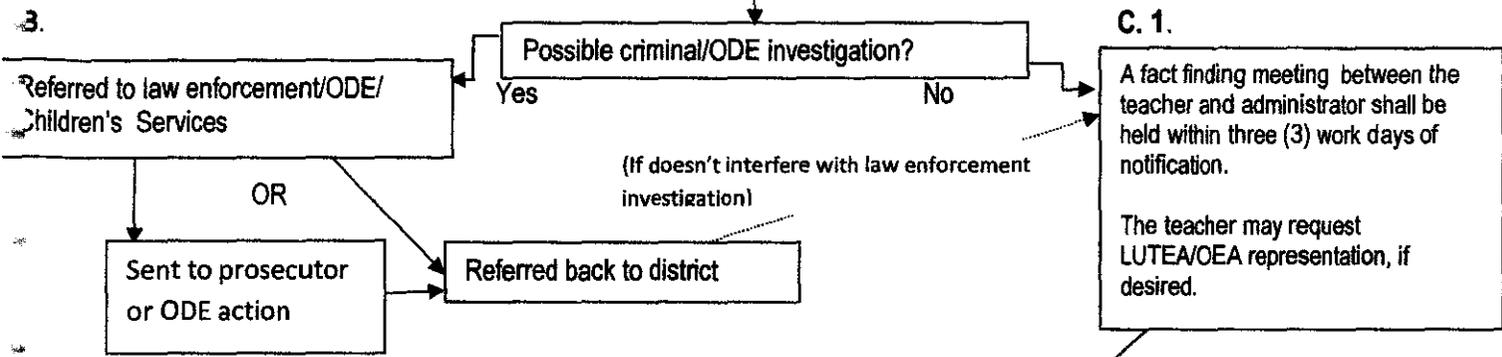
The Association agrees to indemnify the Board for any cost or liability, including punitive damages, incurred as a result of the implementation and enforcement of this provision provided that:

1. The Association shall use their counsel to defend the Board. The Board shall give a ten (10) day written notice of any claim made or action filed against the Board by a non-member for which indemnification may be claimed.
2. The Board agrees to:
  - a. Give full and complete cooperation and assistance to the Association at all levels of the proceeding;
  - b. Permit the Association or its affiliates to intervene as a party if it so desires; and
  - c. To not oppose the Association or its affiliates' application to file briefs Amicus Curiae in the action.
3. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

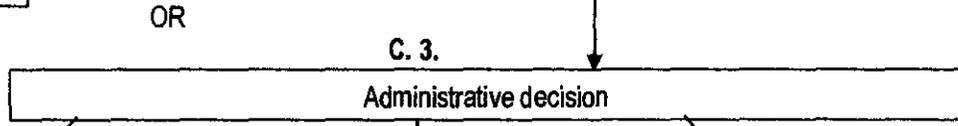
**ARTICLE 36**

**COMPLAINTS AGAINST BARGAINING UNIT MEMBERS**

**A.** A complaint comes in to District Administration.  
Any complaint received by an individual Board member or Administrator shall be referred to the Superintendent.



Resolved



OR

The Administrator supports teacher's position.  
No disciplinary action is taken.

OR

Adjustment to teacher's position-  
The administrator directs the teacher to take corrective action. No disciplinary action is taken.

OR

Possible disciplinary action

Follow disciplinary procedures in Article 37.

**ARTICLE 37**  
**DISCIPLINARY ACTION**

Disciplinary action is defined as any written reprimand, written warning, or suspension without pay.

A. A hearing will be scheduled by a District Administrator with the unit member prior to taking disciplinary action. LUTEA/OEA representation will be included in the hearing if requested by the unit member.  
Every attempt will be made to resolve the matter quickly, by scheduling a disciplinary hearing within three (3) work days from notification, or, if necessary to ensure and accommodate proper unit member representation, within five (5) work days.

B. The issue is resolved with no disciplinary action taken.  
No documentation is placed in the unit member's personnel file.

OR

C. No unit member shall be subject to disciplinary action except for just cause.

**Disciplinary action is taken.**

D. 1. All disciplinary actions and related matters shall be conducted in private, and kept confidential to the extent permitted by law.  
2. Nothing herein shall prevent the teacher from being temporarily reassigned or being placed on paid leave of absence while the situation is being resolved.  
3. No action taken against a unit member due to personal activities if does not interfere with contracted duties.  
4. District administrators will report possible violations of professional conduct standards to the Ohio Department of Education Office of Professional Conduct.

**Documentation:**

E. 1. Written disciplinary documents shall be filed in the unit member's personnel file, except when directed otherwise by the Ohio Department of Education Office of Professional Conduct.  
2. Whenever written documentation of disciplinary action is placed in the unit member's personnel file, a copy is given to the unit member and to the appropriate Administrator, and LU-T Board. The written documentation must be signed and dated by the unit member and the appropriate Administrator. The unit member's signature indicates only receipt and not that he/she necessarily agrees with the contents in part or in whole.  
3. The unit member may write a statement in reference to the action taken, and this statement shall be included in the unit member's personnel file.  
4. Any information that is placed in the unit member's personnel file shall be in accordance with Article 5, entitled "Personnel Files."

F. **Appeal:** The unit member may request a review of the disciplinary action with the LU-T Board through written request submitted to the Superintendent, no less than three (3) work days prior to the next Board meeting.

G. Nothing herein shall otherwise preclude the Board of Education from instituting non-renewal and/or contract termination proceedings pursuant to Ohio Revised Code when in the sole discretion of the Board it is determined that such action is warranted.

## **ARTICLE 38**

### **CERTIFICATION**

A bargaining unit member who has not taught in an area of certification/licensure for two (2) years or more may drop that certification/licensure at any time. A bargaining unit member who is teaching in an area of certification/licensure and desires to drop certification/licensure for that area must inform the Superintendent for possible re-assignment or possible termination of contract status.

## **ARTICLE 39**

### **TUITION CREDIT**

Bargaining unit members' children, whether the unit member lives in an adjacent or non-adjacent school district, shall be given priority within the Board's open enrollment policy. Such enrollment shall be subject to the conditions of the Board's open enrollment policy and tuition free.

## **ARTICLE 40**

### **TEACHER EDUCATION, CERTIFICATION AND LICENSURE**

- A. The Local Professional Development Committee (LPDC) will be administered in accordance with the LPDC document dated 2002, which is hereby included as part of this Agreement.
- B. The LPDC shall be provided secretarial services up to two hours per month.

ARTICLE 41

**IMPLEMENTATION AND DURATION**

This Agreement shall be effective from 12:01 a.m. July 1, 2013 and continue in full force and effect through 12:00 midnight, June 30, 2015.

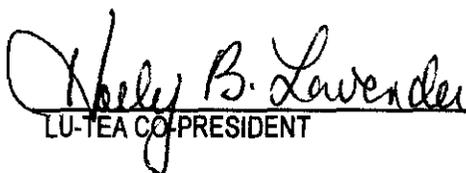
By affixing our signatures to this Agreement, it is affirmed that our respective party has taken necessary action to authorize us to enter into this Agreement.

FOR

**LIBERTY UNION-THURSTON  
LOCAL BOARD OF EDUCATION**

**LIBERTY UNION -THURSTON  
EDUCATION ASSOCIATION/OEA/NEA**

 05/23/13  
BOARD PRESIDENT Date

 5/20/13  
LU-TEA CO-PRESIDENT Date

 5/31/13  
BOARD TREASURER Date

 5/22/13  
LU-TEA CO-PRESIDENT Date

 5/31/13  
SUPERINTENDENT Date

 5/22/13  
LU-TEA NEGOTIATOR Date

MEMORANDA  
OF  
UNDERSTANDING

## **IMPLEMENTATION OF LIBERTY UNION-THURSTON TEACHER EVALUATION SYSTEM**

### **MEMORANDUM OF UNDERSTANDING**

As a result of the agreement reached between the Liberty Union-Thurston Education Association (the "LUTEA") and the Liberty Union-Thurston Local School District Board of Education (the "Board"), the LUTEA and the Board enter into this memorandum of understanding for the purpose of setting forth the terms of their agreement regarding the implementation of a new teacher evaluation system (LUT-TES) within the district. If ratified by the Board and the LUTEA, this MOU shall be in effect during the 2013-14 and 2014-15 school years and will be subject to negotiation at the 2015 bargaining.

The LUTEA and the Board agree as follows:

- A. The purpose of the Liberty Union-Thurston Teacher Evaluation System (LUTTES) is to provide a focus for professional development for all teachers, appropriate for their own level of experience and expertise, with the ultimate goal of enhancing student learning. It is based on the Ohio Standards for the Teaching Profession.
- B. The teacher evaluation procedures contained in this agreement apply to the following employees of the District:
  - 1. Teachers working under a license issued under sections 3319.22, 3319.26, 3319.222 or 3319.226 of the Ohio Revised Code who spend at least fifty (50) percent of their time providing student instruction.
  - 2. Teachers working under a permanent certificate issued under sections 3319.222 of the Ohio Revised Code as it existed prior to September 2003 who spend at least fifty (50) percent of their time providing student instruction.
  - 3. Teachers working under a permanent certificate issued under sections 3319.222 of the Ohio Revised Code as it existed prior to September 2006 who spend at least fifty (50) percent of their time providing student instruction.
  - 4. Teachers working under a permit issued under sections 3319.301 of the Ohio Revised Code who spend at least fifty (50) percent of their time providing student instruction.
- C. During the term of this agreement, guidance counselors and school nurses will be evaluated using the old evaluation system described in Article 7 of the master agreement.
- D. All unit members will receive professional development on the evaluation process, procedures, and tools.
- E. The summative evaluation is the responsibility of the Administration. Unless both parties agree otherwise, unit members shall be evaluated only by Liberty Union-Thurston Local

School District Administration, who must be trained and certified as evaluators by the State of Ohio. Evaluating administrators may not use procedures and tools from the LU-TTES or the model Ohio Teacher Evaluation System (OTES) to evaluate the unit members who are being evaluated under the old evaluation system, described in paragraph C above.

- F. The LU-TTES shall be reviewed annually by the Evaluations Committee, comprised of administrators and teachers from each building. Any adjustment(s) made by the Evaluations Committee that results in a change or revision to the evaluation process during the term of the agreement will be subject to ratification by the Board and the Association, and subject to the Ohio Revised Code.

In the event that legislative action taken at the State or Federal level impacts the procedures or outcomes described in this document, the interim bargaining procedures described in Article 31 of the master agreement will be followed.

## G. Structure and Procedures

### **Structure:**

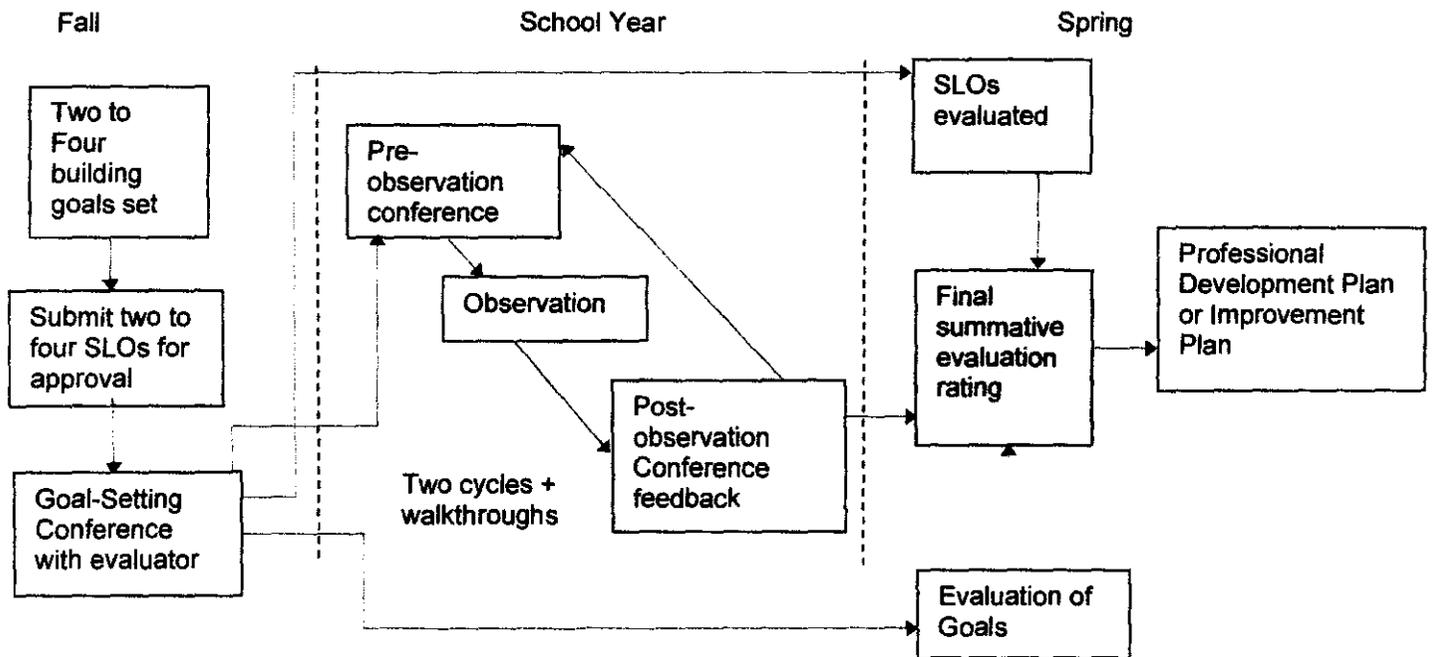
Teacher “effectiveness” can be described as:

- 1) What the teacher *knows* – as evidenced by education and training
- 2) What the teacher *does* – as evidenced by a professional evaluation
- 3) What the teacher *produces* – as evidenced by student learning

The LUTTES annually evaluates what each teacher knows and does through the use of a modified Danielson professional evaluation rubric with four Domains: Planning and Preparation, The Classroom Environment, Instruction, and Professional Responsibilities. Student learning will be evaluated through the use of approved student growth measures.

All teachers will go through a goal-setting process at the beginning of each school year. Each teacher will be observed formally and/or informally at least twice per year, depending on the teacher’s experience and expertise. Evidence from observations and progress toward goals will combine to produce a professional evaluation rating. The professional evaluation and the student growth measures each make up fifty percent (50%) of the overall evaluation, and combine to produce the final summative rating, as shown in Figure 1:

**Figure 1: Overview of LUTTES teacher evaluation activities**



**Procedures:**

Each teacher is assigned to one of the following Tiers, depending on their licensure level, experience, and expertise:

**Tier 1: New Teachers**

*Includes: beginning teachers (Resident Educators) and experienced teachers new to the district*

Tier 1 is primarily intended to provide evidence to support continued employment in the district, movement to Tier 2 - the Career Teacher level, and/or the transition of a Resident Educator towards a Professional Educator license. The procedures and relationships supported in Tier 1 help new teachers to develop personally and professionally, and help to promote an understanding of the importance of evaluation and of reflecting on professional practice.

All beginning teachers will participate in the Resident Educator program, and will be assigned an experienced teacher as a mentor. The mentor serves as a coach and guide, and may participate as needed in the evaluation of the Resident Educator.

Experienced teachers new to the district are required to go through Tier 1 for one or two years, at the discretion of the building administrator, based on the outcome of the first year evaluation.

## **Required Activities:**

- 1) **Goal Setting** – Form 2 will be provided to new teachers near the beginning of the school year. Experienced teachers new to the district should complete Form 2 and submit it to their building administrator no later than the second Friday in September, along with two to four Student Learning Objectives (SLOs). Form 2 may be submitted either by hard copy, or electronically using the eTPES system. SLOs will be submitted using Form 3. SLOs returned for revision must be resubmitted by the first Friday in October. First year Resident Educators should work with their mentor to complete these forms.
- 2) **Initial meeting** – By the third Friday in October, the building administrator will meet with each teacher to review the SLOs. The purpose of this meeting is to set expectations for student growth. The mentor may attend this meeting if the teacher is a Resident Educator.
- 3) **Formal observations** – at least two formal observations will be conducted each year for Tier 1 teachers. All formal observations must be completed by April 15<sup>th</sup>. The second observation may focus primarily on areas of growth, as evidenced by the first observation. Additional formal observations may be done at the discretion of the building administrator.

For Tier 1 teachers, one of the formal observations must be of extended duration. This is defined as an observation of at least two consecutive hours, or an observation of the same class period for three consecutive days. The focus of this observation will cover Domains I, II, and III.

Each formal observation will include a pre-observation and post-observation conference. Prior to the pre-observation, the teacher will complete Form 4 (Pre-Observation) and be prepared to discuss them with the building administrator. The mentor may attend each of these conferences.

After the observation, the teacher will complete Form 5 (Observation Reflection), and submit it to the building administrator within one (1) day after the observation. For the second observation, the teacher will submit both Form 5 and Form 6 (Professional Responsibilities).

The post-observation conference shall be held within seven (7) school days of the formal observation. At each post-observation conference, the teacher will receive a copy of Form 7 (Observation Report Formative Summary).

- 4) Should the teacher disagree with any of the ratings earned in a formal observation, the teacher may submit additional evidence to the building administrator within ten (10) school days of the post-observation conference. Upon receipt of such additional evidence, the building administrator shall schedule a conference with the teacher to review the evidence. The conference shall be scheduled within five (5) school days from submission of the additional evidence by the teacher. After reviewing the evidence with

the teacher, the building administrator will make a determination within two (2) days after the conference either to adjust the rating(s) or to maintain the original rating(s). The additional evidence shall be included with the documentation of the original evidence maintained for the observation.

- 5) Informal observations may be held at the discretion of the building administrator. Informal observations conducted by an administrator will generally include anything that reflects overall professionalism. They may include unannounced classroom observations, walkthroughs, observations of professional behavior in a variety of settings, and involvement in extra-curricular school activities or other school functions. When an informal observation is conducted, the administrator conducting the observation will afterward provide feedback to the teacher within five (5) school days, and the teacher will receive a copy of the walkthrough form.

Informal observations may also be conducted by a Lead Teacher, a Master Teacher, an approved mentor, or an approved Tier 3 teacher, for the purpose of providing feedback to the teacher. Such observations conducted by experienced teachers are for formative purposes only, and may not be used as part of the final summative evaluation.

- 6) A final summative conference will be held with the teacher on or before May 10<sup>th</sup>. The purpose of the conference will be to provide the teacher with a review of performance and feedback from the formal and informal evaluation activities, and to determine the summative evaluation rating. The teacher will receive a copy of the Final Summative Rating of Teacher Effectiveness – Form 9 – at the final summative conference.
- 7) During the final summative conference, the teacher and building administrator shall collaboratively develop either a professional growth plan (Form 10) OR an improvement plan (Form 11) for the following school year. The plan will be used to focus areas of professional development based on areas of strength and/or areas of growth, to enable the teacher to improve their practice.

Teachers who make expected or above expected student growth and who have received no “unsatisfactory” ratings on any of the components of the LU-TTES performance evaluation rubric shall be placed on a professional growth plan. Teachers who make below expected student growth and/or who have received a rating of “unsatisfactory” overall or on any of the components of the LU-TTES performance evaluation rubric shall be placed on an improvement plan, as described in Tier 4. The improvement plan is intended to identify areas for guidance and support needed to help the teacher improve.

- 8) All beginning teachers are required to participate in the Resident Educator program, and will be assigned an experienced teacher as a mentor. The mentor serves as a coach and guide, and may participate in guiding the Resident Educator in their evaluation. Any peer evaluations done by the mentor are for formative purposes only, are confidential between the Resident Educator and the mentor, and may not be used as part of the summative evaluation.

## **Tier 2: Career Teachers**

*Includes: Teachers holding a Professional Educator license*

Most teachers in the district will be evaluated at the Tier 2 level. The primary purpose of Tier 2 is to support the professional growth of teachers within the district. The procedures in Tier 2 provide structured support of a collaborative school environment that promotes mastery of the Ohio Standards for the Teaching Profession. The outcome of the Tier 2 evaluation is intended to show areas of strength and areas for improvement, and will be used to focus the teacher's individual professional development plan, as well as to provide support and direction for the district's overall plan for school improvement.

### **Required Activities:**

- 1) **Goal Setting** – Teachers will complete Form 2 with one or two professional goals and submit it to their building administrator no later than the second Friday in September, along with two to four Student Learning Objectives (SLOs). Form 2 may be submitted either by hard copy, or electronically using the eTPES system. SLOs will be submitted using Form 3. SLOs returned for revision must be resubmitted by the first Friday in October.
- 2) **Initial meeting** – By the third Friday in October, the building administrator will meet with each teacher to review the SLOs. The purpose of this meeting is to set expectations for student growth.
- 3) **Formal observations** – at least two formal observations will be conducted each year for career teachers. All formal observations must be completed by April 15<sup>th</sup>. The second observation may focus primarily on areas of growth, as evidenced by the first observation.

Each formal observation will include a pre-observation and post-observation conference. Prior to the pre-observation, the teacher will complete Form 4 (Pre-Observation) and be prepared to discuss them with the building administrator. The pre-observation conference may be omitted for the second observation, if mutually agreed upon by the teacher and administrator.

After the observation, the teacher will complete Form 5 (Observation Reflection), and submit it to the building administrator within one (1) day after the observation. For the second observation, the teacher will submit both Form 5 and Form 6 (Professional Responsibilities).

The post-observation conference shall be held within seven (7) school days of the formal observation. At each post-observation conference, the teacher will receive a copy of Form 7 (Observation Report Formative Summary).

- 4) Should the teacher disagree with any of the ratings earned in a formal observation, the teacher may submit additional evidence to the building administrator within ten (10)

school days of the post-observation conference. Upon receipt of such additional evidence, the building administrator shall schedule a conference with the teacher to review the evidence. The conference shall be scheduled within five (5) school days from submission of the additional evidence by the teacher. After reviewing the evidence with the teacher, the building administrator will make a determination within two (2) days after the conference either to adjust the rating(s) or to maintain the original rating(s). The additional evidence shall be included with the documentation of the original evidence maintained for the observation.

- 5) Informal observations may be held at the discretion of the building administrator. Informal observations conducted by an administrator will generally include anything that reflects overall professionalism. They may include unannounced classroom observations, walkthroughs, observations of professional behavior in a variety of settings, and involvement in extra-curricular school activities or other school functions. When an informal observation is conducted, the administrator conducting the observation will afterward provide feedback to the teacher within five (5) school days, and the teacher will receive a copy of the walkthrough form.

Informal observations may also be conducted by a Lead Teacher, a Master Teacher, an approved mentor, or an approved Tier 3 teacher, for the purpose of providing feedback to the teacher. Such observations conducted by experienced teachers are for formative purposes only, and may not be used as part of the final summative evaluation.

- 6) A final summative conference will be held with the teacher on or before May 10<sup>th</sup>. The purpose of the conference will be to provide the teacher with a review of performance and feedback from the formal and informal evaluation activities, and to determine the summative evaluation rating. The teacher will receive a copy of the Final Summative Rating of Teacher Effectiveness – Form 9 – at the final summative conference.
- 7) During the final summative conference, the teacher and building administrator shall collaboratively develop either a professional growth plan (Form 10) OR an improvement plan (Form 11) for the following school year. The plan will be used to focus areas of professional development based on areas of strength and/or areas of growth, to enable the teacher to improve their practice.

Teachers who make expected or above expected student growth and who have received no “unsatisfactory” ratings on any of the components of the LU-TTES performance evaluation rubric shall be placed on a professional growth plan. Teachers who make below expected student growth and/or who have received a rating of “unsatisfactory” overall or on any of the components of the LU-TTES performance evaluation rubric shall be placed on an improvement plan, as described in Tier 4. The improvement plan is intended to identify areas for guidance and support needed to help the teacher improve.

### **Tier 3: Master Teachers**

*Includes: Teachers who have successfully completed the requirements for the Master Teacher designation or who are National Board Certified, and teachers with at least seven (7) years experience who have been rated "Distinguished"*

Tier 3 is similar to Tier 2 in that it is intended to support professional growth over the duration of the teacher's career. Because Master Teachers are preferred as mentors and may be serving as teacher leaders within their building, Tier 3 professional development activities may focus more on leadership. The procedures in Tier 3 are centered around goal-setting and leadership.

#### **Required Activities:**

- 1) Goal Setting – Teachers will complete Form 2 with one or two professional goals and submit it to their building administrator no later than the second Friday in September, along with two to four Student Learning Objectives (SLOs). Form 2 may be submitted either by hard copy, or electronically using the eTPES system. SLOs will be submitted using Form 3. SLOs returned for revision must be resubmitted by the first Friday in October.
- 2) Initial meeting – By the third Friday in October, the building administrator will meet with each teacher to review the SLOs. The purpose of this meeting is to set expectations for student growth.
- 3) Formal observations – at least two formal observations will be conducted each year for career teachers. All formal observations must be completed by April 15<sup>th</sup>. The second observation may focus primarily on areas of growth, as evidenced by the first observation.

Each formal observation will include a pre-observation and post-observation conference. Prior to the pre-observation, the teacher will complete Form 4 (Pre-Observation) and be prepared to discuss them with the building administrator. The pre-observation conference may be omitted for the second observation, if mutually agreed upon by the teacher and administrator.

After the observation, the teacher will complete Form 5 (Observation Reflection), and submit it to the building administrator within one (1) day after the observation. For the second observation, the teacher will submit both Form 5 and Form 6 (Professional Responsibilities).

The post-observation conference shall be held within seven (7) school days of the formal observation. At each post-observation conference, the teacher will receive a copy of Form 7 (Observation Report Formative Summary).

- 4) Should the teacher disagree with any of the ratings earned in a formal observation, the teacher may submit additional evidence to the building administrator within ten (10) school days of the post-observation conference. Upon receipt of such additional evidence, the building administrator shall schedule a conference with the teacher to review the evidence. The conference shall be scheduled within five (5) school days from submission of the additional evidence by the teacher. After reviewing the evidence with the teacher, the building administrator will make a determination within two (2) days after the conference either to adjust the rating(s) or to maintain the original rating(s). The additional evidence shall be included with the documentation of the original evidence maintained for the observation.
- 5) Informal observations may be held at the discretion of the building administrator. Informal observations conducted by an administrator will generally include anything that reflects overall professionalism. They may include unannounced classroom observations, walkthroughs, observations of professional behavior in a variety of settings, and involvement in extra-curricular school activities or other school functions. When an informal observation is conducted, the administrator conducting the observation will afterward provide feedback to the teacher within five (5) school days, and the teacher will receive a copy of the walkthrough form.

Informal observations may also be conducted by a Lead Teacher, a Master Teacher, an approved mentor, or an approved Tier 3 teacher, for the purpose of providing feedback to the teacher. Such observations conducted by experienced teachers are for formative purposes only, and may not be used as part of the final summative evaluation.

- 6) A final summative conference will be held with the teacher on or before May 10<sup>th</sup>. The purpose of the conference will be to provide the teacher with a review of performance and feedback from the formal and informal evaluation activities, and to determine the summative evaluation rating. The teacher will receive a copy of the Final Summative Rating of Teacher Effectiveness – Form 9 – at the final summative conference.
- 7) During the final summative conference, the teacher and building administrator shall collaboratively develop either a professional growth plan (Form 10) OR an improvement plan (Form 11) for the following school year. The plan will be used to focus areas of professional development based on areas of strength and/or areas of growth, to enable the teacher to improve their practice.

Teachers who make expected or above expected student growth and who have received no “unsatisfactory” ratings on any of the components of the LU-TTES performance evaluation rubric shall be placed on a professional growth plan. Teachers who make below expected student growth and/or who have received a rating of “unsatisfactory” overall or on any of the components of the LU-TTES performance evaluation rubric shall be placed on an improvement plan, as described in Tier 4. The improvement plan is intended to identify areas for guidance and support needed to help the teacher improve.

## **Tier 4: Intensive Assistance**

*Includes: Beginning and experienced teachers who are in need of remediation, teachers who have been given an “unsatisfactory” rating in one or more of the professional evaluation domains, or a “below expected” rating in measures of student growth.*

Tier 4 is intended to be temporary, and is a good faith effort to support and guide teachers in meeting the expectations set forth in the Ohio Standards for the Teaching Profession. The Intensive Assistance plan provides structured and focused supervision and intense professional development for the teacher who is not consistently demonstrating proficiency in one or more areas.

The decision to place a teacher in Tier 4 should be a collaborative one between the teacher and the building administrator. However, the administrator may direct that the teacher be placed on the plan. The plan may be implemented at any time. Because of the personal nature of the plan, confidentiality is expected of all participants. Tier 4 consists of two phases:

### **Phase 1: Acknowledgement**

In the acknowledgement phase, the building administrator identifies a problem relating to student growth or the evaluation rubric that is *characteristic* of a teacher’s performance rather than a one-time occurrence, that results in a rating of “unsatisfactory” on one or more of the LU-TTES components. After identifying the problem, the building administrator shall contact the teacher in writing to notify him/her of the problem, and schedule a meeting with the teacher within ten (10) school days of notification. At this meeting, the teacher and building administrator shall develop an improvement plan (Form 11), and collaboratively discuss a means to resolve the problem and to set a timeframe in which it should be resolved.

At the conclusion of the designated timeframe, the teacher and building administrator will meet to collaboratively complete an Improvement Plan Evaluation (Form 12). The building administrator will conduct a progress review and will make one of the following recommendations:

- The problem is resolved. The teacher is removed from the Acknowledgement phase and continues to work within their current Tier.
- The problem is not resolved. Within five (5) school days of the final meeting of the Acknowledgement phase, the teacher is notified in writing of their placement into the Tier 4 Intensive Assistance phase. Placement into Tier 4 suggests specific professional development activities as agreed upon by the teacher and the administrator, which may supersede activities planned in the teacher’s annual goal-setting.

### **Phase 2: Assistance**

Within five (5) school days of the final meeting of the Acknowledgement phase, the teacher will be notified in writing of their placement in Assistance Tier 4. A copy will be forwarded to the Superintendent’s office, and will be placed in the teacher’s personnel file.

The teacher shall also be notified of their right to request assistance from the teacher association. A conference will be held between the teacher and the administrator to complete Form 12, that must include a specific statement of the problem(s). The plan will include strategies to be applied in achieving the goals, intended timelines for the strategic action(s), and specific criteria for evaluating the successful completion of the plan. The plan may identify a mentor or a team of individuals who have the knowledge and skills to assist the teacher in improving his/her performance.

At the end of the timeframe designated in the improvement plan, the teacher and building administrator will meet to collaboratively complete an Improvement Plan Evaluation (Form 12). One of three recommendations will be made:

- 1) The problem addressed in the improvement plan is resolved. The teacher is removed from the Assistance Tier 4 and continues to work in his/her previous Tier.
- 2) Progress is noted but the problem addressed in the improvement plan is not completely resolved. The timeline may be extended, but may not exceed eighteen (18) months. The teacher continues in the Assistance Tier 4.
- 3) The problem addressed in the improvement plan is not resolved. Improvement criteria were not met within the designated timeframe. Actions are then taken by the district to move towards a recommendation for termination of contract.

## **Determination of Professional Evaluation Rating**

The Professional Evaluation rating constitutes fifty percent (50%) of the final summative evaluation rating. The Professional Evaluation rating is a *holistic* rating, and is not an average. The rating is determined as follows:

1. All evidence from the year will be considered, with attention given to trends. All observations, conferences, and daily interactions will be considered. During this step, it is important to consider trends in a teacher's practice. For example, was his/her practice consistent? Did it improve, or decline in one or more areas? If a pattern of evidence in a particular standard area demonstrates a trend, the evaluator may consider placing more emphasis on the area of improvement or decline.
2. Minimum thresholds of competency will be considered. It is possible that a serious deficiency in one area could receive more weight than positive ratings in other areas, depending on the potential effect of the deficiency on the teacher's students, their colleagues, and the school as a whole.
3. The final performance evaluation rating is and must be supported by evidence from formal and informal observations, artifacts provided by the teachers, and other relevant evidence collected throughout the evaluation cycle.

### **Distinguished**

A rating of Distinguished indicates that the teacher is a leader and model in the classroom, school, and district, exceeding expectations for performance. The teacher consistently strives to improve his or her instructional and professional practice, and contributes to the school or district through the development and mentoring of colleagues.

### **Effective**

A rating of Effective indicates that the teacher consistently meets expectations for performance, and fully demonstrates most or all competencies. This rating is the rigorous, expected performance level for most experienced teachers.

### **Developing**

A rating of Developing indicates that the teacher demonstrates minimum competency in many of the teaching standards, but may struggle with others. The teacher is making progress, but requires ongoing professional support for necessary growth to occur.

### **Unsatisfactory**

A rating of Unsatisfactory indicates that the teacher consistently fails to demonstrate minimum competency in one or more teaching standards. There is little or no improvement over time. The teacher requires immediate assistance, and needs to be placed on an improvement plan.

## Student Growth

Because the ultimate goal of effective teaching is student learning, a measure of progress toward that goal is included in each teacher's overall effectiveness rating. The LU-TTES includes multiple measures of student growth, which are used to determine a Student Growth rating.

The Student Growth rating will be based on the attainment of targets on Student Learning Objectives (SLOs), approved Vendor Assessments (when applicable), and Value-Added data (when applicable) as follows:

### SLOs:

- 1) In early August, before the school year begins, each principal will meet with a team of teachers from their building to examine the previous year's data, and to set two to four target areas of focus for the building, related to student growth.
- 2) In collaboration with their building administrator, each teacher will write two to four SLOs. Goals for student growth should be related to the target areas for student learning developed by the principal and teacher team prior to the beginning of the school year.

The teacher will write one SLO for each goal related to student growth, using the guidelines below. SLOs may be written by individual teachers or by teams of teachers, and must be submitted for review and approval no later than the second Friday in September. Teachers are encouraged to give a pretest at the beginning of the school year, to aid in the writing of SLOs.

- 3) All SLOs will first be reviewed by the SLO approval committee - which shall be comprised of district teachers with equal representation from each building - for content, rigor of target(s), and quality of evidence. Final approval on SLOs will be given by the building administrator. Any SLOs returned to the teacher for revision must be resubmitted no later than the first Friday in October.
- 4) Scoring of SLOs. At the end of the interval of instruction, the teacher should explain the results of all sources of evidence used to assess the SLO. The results should be expressed numerically and in relation to the previously set target(s) in the SLO. The teacher will complete one SLO scoring template (Form 8) for each SLO. The completed scoring template shall include the baseline data, target, and post-assessment data for each student. The score for the SLO is determined as follows:

<b>% of students that exceeded/ met growth target</b>	<b>Descriptive Rating</b>	<b>Numerical Rating</b>
90 - 100	Most Effective	5
80 - 89	Above Average	4
70 - 79	Average	3
60 - 69	Approaching Avg.	2
59 or less	Least Effective	1

- 6) To ensure integrity, the SLO committee will conduct a random audit of the SLO assessment data annually. SLOs will be randomly selected for evaluation at the end of the SLO cycle in April, and will be reviewed for accuracy in scoring and reporting. Teachers should store all SLO materials, including pretest and posttest data, data summaries, the SLO itself, the SLO scoring template, and copies of all student assessments for a minimum of one year. The audit may change the SLO rating.

### **Weighting of Student Growth Measures**

Student Growth Measures shall be weighted as follows, unless superseded by Ohio Law:

**Teachers who instruct Value-Added subject exclusively:**

<p>2013-14 School Year: Teacher Level Value-Added 26%, SLOs 24%          2014-15 School Year and Thereafter: Teacher Level Value-Added 50%</p>
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**Teachers who instruct Value-added subjects, but not exclusively:**

<p>Teacher Level Value-Added          20 – 50%, proportionate to teacher’s          schedule</p>	<p><b>Student Learning Objectives (SLOs)</b>   <b>Based on Local Measures of Student Growth          0 – 30% , proportionate to teacher’s schedule</b></p>
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**Teachers with Approved Vendor Assessments:**

<p>Vendor Assessments     26%          (STAR, etc.)</p>	<p><b>Student Learning Objectives (SLOs)</b>   <b>Based on Local Measures of Student Growth - 24%</b></p>
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**Teachers without Value-Added or Vendor Assessments:**

<p><b>Student Learning Objectives (SLOs)</b>   <b>Based on Local Measures of Student Growth - 50%</b></p>
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The overall Student Growth rating will be determined following the procedures for student growth measures outlined by the Ohio Department of Education.

## Sources of Evidence for SLOs

### Group A

Locally approved district assessments, appropriate for the subject and grade level. These assessments will be reviewed annually by the Evaluations committee, with final approval by the Liberty Union-Thurston Board of Education. Examples include but are not limited to:

- District approved pre/post tests
- Standards based grade card (K-1 only)
- Dibels
- IEP progress
- STAR-Reading
- STAR-Math
- DRA (K-2, Reading)
- Analytical Reading Inventory
- Brignance test
- KRA-L
- STAR-EL

### Group B (Other Options)

- A portfolio of student work samples
  - May be writing samples, a journal, or other examples of student produced work that demonstrates improvement over the course of the school year
  - Must demonstrate a cross-section of student abilities
- Performance Assessments – should demonstrate what a student knows and can DO. Examples include but are not limited to:
  - Running record of reading fluency and comprehension
  - Observation Survey (includes Letter ID, Word Test, CAP, HSIW, Writing Vocabulary, Running Records)
  - Recordings
  - Lexile levels
  - Slosson
- Project-based (problem-solving) assessments
  - Preferably inquiry-based, as appropriate for student age and ability

### Other sources of Assessment Evidence

OAA or OGT scores  
Math Notebooks  
SMART response data  
Physical Fitness data  
Reading improvement  
Accelerated Reader

Reading tests  
Lab Journals  
Vocabulary  
student reflection pieces  
organizational skills (IEP)

Reading Logs  
Writing Portfolios  
Concept (“big idea”) journals  
Presidential physical fitness  
progress records

## Determination of Final Summative Rating

The professional evaluation and the student growth measures each make up fifty percent (50%) of the overall evaluation, and combine to produce the final summative rating, as shown in Table 3.

**Table 3: Teacher Final Summative Rating\***

		Performance Evaluation Rating			
		Distinguished	Effective	Developing	Unsatisfactory
Student Growth Measures	Above	Distinguished	Distinguished	Developing	Unsatisfactory
	Expected	Developing	Developing	Developing	Unsatisfactory
	Below	Developing	Unsatisfactory	Unsatisfactory	Unsatisfactory

\*As required by the Ohio Department of Education

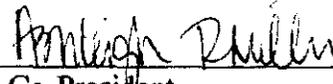
**FOR THE BOARD:**

**FOR THE LUTEA:**

 05/23/13  
 President  
 Liberty Union-Thurston  
 Board of Education  
 Date

 5/20/13  
 Co-President  
 Liberty Union-Thurston  
 Education Association  
 Date

 5/31/13  
 Superintendent  
 Date

 5/22/13  
 Co-President  
 Liberty Union-Thurston  
 Education Association  
 Date

## **REDUCTION IN FORCE**

### **MEMORANDUM OF UNDERSTANDING**

As a result of the agreement reached between the Liberty Union-Thurston Education Association (the "LUTEA") and the Liberty Union-Thurston Local School District Board of Education (the "Board"), the LUTEA and the Board enter into this memorandum of understanding for the purpose of setting forth the terms of their agreement regarding reduction in force. If ratified by the Board and the LUTEA, this MOU shall be in effect during the 2013-14 and 2014-15 school years and will be subject to negotiation at the 2015 bargaining.

The LUTEA and the Board agree as follows:

There will be no reduction in force (RIF) during the term of this agreement except for attrition.

For the 2013-14 and 2014-15 school years, the procedures in this memorandum of understanding supersede the procedures in Article 9 of the master agreement.

When the Board determines that staff reductions shall occur, it may effectuate such reductions by means of a reduction in force. As used in this agreement, "reduction in force" means the suspension of contracts in the affected teaching fields as set forth in Ohio Revised Code Section 3319.11 and this agreement. "Reduction in force," as used herein, does not refer to or include contract non-renewals as set forth in Ohio Revised Code Section 3319.11.

Reduction in force shall be in accordance with the provisions of Ohio Revised Code Section 3319.17.

#### **A. ATTRITION**

The Board will attempt to keep the number of persons affected by reduction in force to a minimum by not employing replacements for employees who retire or resign, or whose limited contracts are not renewed as per Ohio Revised Code 3319.11.

#### **B. SUSPENSION OF CONTRACTS**

Reductions not achieved through attrition may be made by suspension of contracts.

#### **C. REDUCTION IN FORCE**

When the Board determines that it shall implement a reduction in force, the following shall apply:

1. Before implementing a reduction in force, the Board shall give written notice to the Association, through its President, of its intent to affect a reduction in force. The Association shall be given the opportunity to address the Board in an open meeting during the next regularly

scheduled meeting for the purpose of presenting, both orally and in writing, its views on the proposed reduction in force.

2. The Board shall proceed to suspend contracts in accordance with the recommendations of the Superintendent. Affected unit members shall be given written notice prior to Board action of the Board's intent to suspend the contract. Within each area of certification affected by the reduction in force, contracts shall be suspended in order as defined by the procedures described in Section H.2 and shown in the RIF Flowchart in Section H.5 of this agreement.

3. Reduction in force shall be implemented at the beginning of a work year only.

4. A unit member who is certified in multiple areas and whose contract has been suspended may elect to replace or "bump" another unit member in an unaffected area of certification, following the bumping procedures described in Section H.3 of this agreement.

5. Unit members whose contracts have been suspended shall be placed on a Reduction in Force (RIF) list. Unit members employed under continuing contracts at the time of contract suspension may remain on the RIF list indefinitely. Unit members employed under limited contracts at the time of contract suspension may remain on the RIF list for a period of thirty-six (36) months after the contract suspension.

6. A unit member whose name appears on the RIF list shall be recalled when a position becomes available for which he/she is certified (temporary certifications excluded). Certification acquired after the effective date of a RIF shall not affect bargaining unit members' recall rights. Within a given area of certification, such offers are to be made in the order described in Section H.2 and shown in the RIF flowchart in Section H.5 of this agreement, as it existed at the time of contract suspensions. No new unit member may be employed by the Board while there are unit members on the RIF list who are certified (temporary certifications excluded) for the opening in question.

7. The Board shall give written notice of an offer of recall by sending a registered or certified letter to said unit member at his/her last known address. It shall be the responsibility of each unit member to notify the Board of any change in address. The unit member's address, as it appears on the Board's records, shall be conclusive when used in connection with an offer or other notice to the unit member. If a unit member fails to accept the offer of recall in writing within fifteen (15) calendar days, excluding Saturdays, Sundays, and holidays, or within five (5) days, if the offer is delivered within ten (10) days prior to the start of a school year or semester, from the date said offer is delivered at the last known address of the unit member, said unit member shall be considered to have rejected said offer and shall be removed from the RIF list.

8. A unit member on the RIF list upon accepting an offer shall return to the system with the same seniority, accumulation of sick leave days, and salary schedule placement as the unit member had at the time of contract suspension.

9. After being removed from the RIF list, a unit member must make application for employment in accordance with established procedures if he/she so desires to be considered for reemployment by the school district.

#### D. AVAILABILITY OF REDUCTION IN FORCE LISTS

The Reduction in Force (RIF) list described in this agreement shall be made available to the Association President, the Treasurer, and each building principal.

#### E. NON-RENEWAL AND SUSPENSION OF CONTRACTS, UNDER OHIO REVISED CODE

Noting contained herein shall abridge the Board's right to non-renew a limited contract as set forth in Section 3319.11 of the Ohio Revised Code or to suspend contracts as set forth in Section 3319.17 of the Ohio Revised Code.

F. No full time bargaining unit member will have his/her full time position RIF'd to a part time position.

#### G. ANNUAL REVIEW

During the term of this agreement, the RIF procedures described in this agreement shall be reviewed annually by a RIF Review Committee, comprised of administrators and teachers from each building. Any adjustment(s) made by the RIF Review Committee that results in a change or revision to the RIF procedures during the term of the agreement will be subject to ratification by the Board and the Association, and subject to the Ohio Revised Code.

In the event that legislative action taken at the State or Federal level impacts the procedures or outcomes described in this agreement, the interim bargaining procedures described in Article 31 of the master agreement will be followed.

#### H. DEFINITIONS AND PROCEDURES

##### **1. Definitions:**

**a. Pool:** A pool is defined as a group of teachers grouped by qualification area in the specific grade level bands or subject areas listed below:

K-3

4-8, by grade level or area that the RIF'd person is qualified to teach

9-12, by subject area

Specials (by area)

**b. Preference:** When a teacher is given "preference," it means that the teacher has a higher ranking within the group, where ranking is determined by the procedure described in Section H.2 of this agreement. Preference for teachers with continuing contracts is given in each of the three evaluation rating categories described in the RIF Flowchart shown in Section H.5 of this agreement.

**c. Comparable:** “comparable” evaluations are defined as follows:

- a. Effective and Distinguished evaluations are considered comparable.
- b. Developing evaluations are considered comparable.
- c. Ineffective evaluations are considered comparable.
- d. Groups (a), (b), and (c) above are not comparable with each other.

## **2. Determination of RIF order:**

RIF order will be determined following the procedures described below, as shown in the RIF FLOWCHART in Section H.5 of this agreement. RIF order within a pool will be established based on contract status and evaluation ratings, as follows:

- a. Retired, rehired teachers in the pool are RIF'd first.
- b. If there are no retired, rehired teachers in the pool, teachers with overall Ineffective ratings are considered. If there are multiple teachers with overall Ineffective ratings within the pool, the four-level sequence of tie-breakers will be used to break the tie.
- c. If there are no teachers with overall Ineffective ratings in the pool, teachers with overall Developing ratings are considered. If there are multiple teachers with overall Developing ratings within the pool, the four-level sequence of tie-breakers will be used to break the tie.
- d. If there are no teachers with overall Developing ratings in the pool, teachers with overall Effective or Distinguished ratings are considered. If there are multiple teachers with overall Effective or Distinguished ratings within the pool, the four-level sequence of tie-breakers will be used to break the tie.

## **3. Bumping:**

The flowchart “ranks” teachers within the initial pool. If the RIF'd teacher is qualified for (an)other position(s) in the district, a new pool is created from all teachers with the same certification area(s), and the flowchart process is repeated. It is possible that the repeat process may contain multiple pools, and that it may be repeated multiple times until the RIF'd person is determined. Within a pool, retired rehired teachers are RIF'd first, regardless of evaluation rating, and may not bump other teachers.

## **4. Use of Value-Added in RIF decisions:**

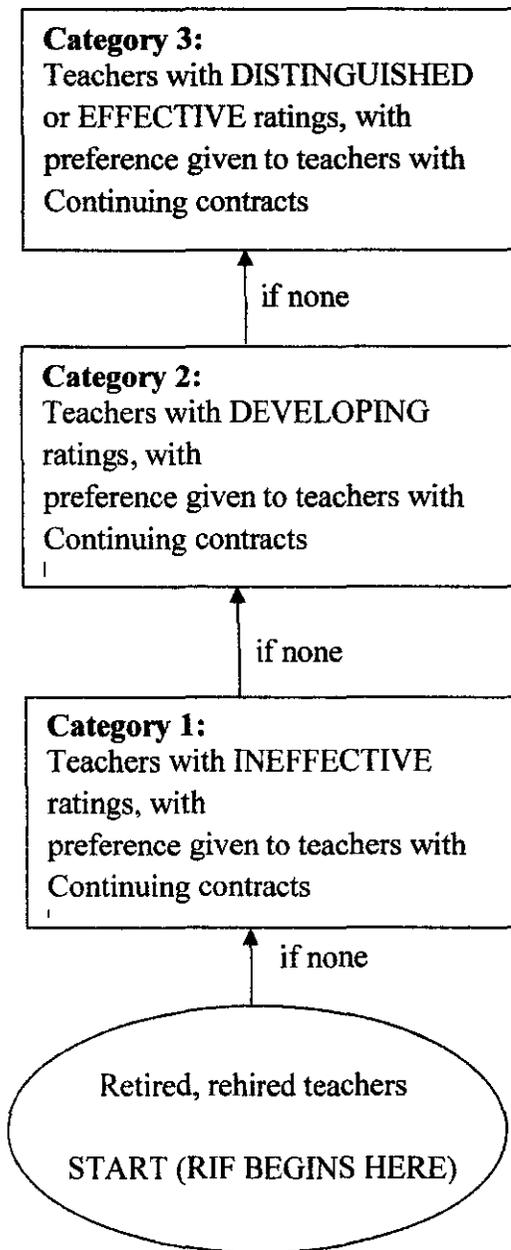
Through the 2017-18 school year, all teachers will write a minimum of two SLOs. In the event of a Reduction in Force (RIF), teachers for whom value-added comprises greater than or equal to fifty percent (50%) of their total student growth measures will receive a modified student growth rating. The modified student growth rating is determined with the same method used for

calculating the student growth rating for all other teachers, but with value-added and SLOs both included and equally weighted. If the modified student growth rating changes the teacher's overall summative rating, the modified summative rating will be used to determine RIF order. This modification is made *only* for the purpose of determining RIF order, and does not affect the teacher's actual summative evaluation rating for reporting purposes.

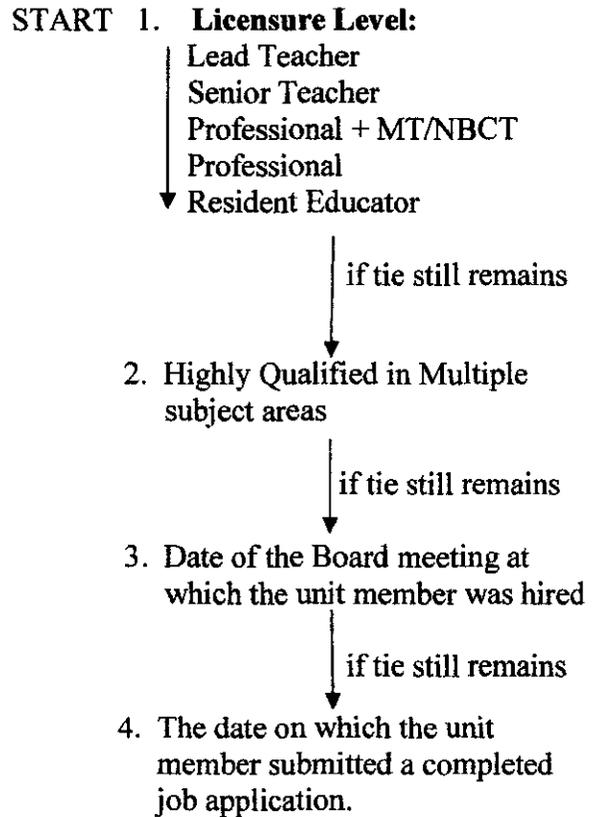
Beginning with the 2018-19 school year, the modification will be made for teachers for whom value-added comprises greater than or equal to fifty percent (50%) of their total student growth measures AND who have fewer than three consecutive years of value-added in the same subject area.

**5. Determination of RIF order:**

RIF FLOWCHART



**TIE BREAKERS**



Start at lowest populated level  
IF more than one, THEN go to Tie Breaker

**FOR THE BOARD:**

A. Michael Kover 05/13/13  
President Date  
Liberty Union-Thurston  
Board of Education

P. E. Math 5/31/13  
Superintendent Date

**FOR THE LUTEA:**

Wendy B. Lavender 5/20/13  
Co-President Date  
Liberty Union-Thurston  
Education Association

Annig R Miller 5/22/13  
Co-President Date  
Liberty Union-Thurston  
Education Association

# MEMORANDUM OF UNDERSTANDING

## ELEMENTARY AIDES

The Liberty Union-Thurston Local Education Association (the "LUTEA") and the Liberty Union- Thurston Local School District Board of Education (the "Board") enter into this Memorandum of Understanding ("MOU") for the purposes of setting forth the terms of their agreement reached during contract negotiations for a successor collective bargaining agreement ("Agreement" .) If ratified by the Board and the LUTEA as part of the successor Agreement, this MOU shall be in effect during the 2013-14 and 2014-15 school years and shall expire on June 30, 2015.

### ARTICLE 34

#### CLASS SIZE

Beginning with the 1999-2000 school year, the average maximum class size by grade level shall be as follows:

<u>Grades</u>	<u>Average Maximum Class Size by Grade Level</u>
Pre-K	17
K-1	24 (If this maximum is exceeded, one [1] full-time aide will be assigned for that grade level)
2-5	25 (If this maximum is exceeded, one [1] full-time aide will be assigned for that grade level)
K-5	28 (If this maximum is exceeded, an additional teacher will be employed)
6-12	28 (Reasonable effort will be made to keep classes in Grades 6-12 to 28 per class).

The obligation to hire an aide under the foregoing limits will arise only where the average number of students enrolled in a grade level exceeds the limit stated above of average maximum pupils for a period of twenty (20) consecutive school days. Once the average maximum class size enrolled in a grade level exceeds the limit for twenty (20) consecutive school days, the Board must hire an aide as set forth above for the remainder of the school year.

The obligation to hire a teacher under the foregoing limits will arise only where the average number of students enrolled in a grade level exceeds the limit of twenty-eight (28) average maximum pupils for a period of thirty (30) consecutive school days or forty (40) calendar days, whichever comes first. Once the average maximum class size enrolled in a grade level exceeds the limit for thirty (30) consecutive school days or forty (40) calendar days, whichever comes first, the Board must hire a teacher as set forth above for the remainder of the school year

<u>Grades</u>	<u>Average Maximum Class Size by Grade Level</u>
6-12	170 Total students served, per day <sup>1</sup> , per semester. Excluded are special area music, P.E., study halls, and non-instructional supervisory duties. One full-time aide shall be hired to assist these areas. First priority shall be given to chorus 7-12.

Multi-age classes shall be excluded from the foregoing provisions and shall have no more than twenty-four (24) students. There will not be split grade level classes.

The percent of time a special education student is out of the regular classroom will be deducted from the calculation of the student/teacher ratio.

For those bargaining unit members who are less than full-time, the maximum number of students in Grades 6-12 shall be pro-rated according to the time of their contract.

**FOR THE BOARD:**

*S. Michael Rader* 05/23/13  
President Date  
Liberty Union-Thurston  
Board of Education

*B. E. Math* 5/31/13  
Superintendent Date

**FOR THE LUTEA:**

*Wally B. Lavender* 5/20/13  
Co-President Date  
Liberty Union-Thurston  
Education Association

*Anthony R. Niles* \_\_\_\_\_  
Co-President Date  
Liberty Union-Thurston  
Education Association





# COLLABORATION TIME

## MEMORANDUM OF UNDERSTANDING

The Liberty Union-Thurston Education Association (the LUTEA") and the Liberty Union - Thurston Local School District Board of Education (the "Board") enter into this Memorandum of Understanding ("MOU") for the purpose of setting forth the terms of their agreement reached during contract negotiations for a successor collective bargaining agreement ("Agreement".) If ratified by the Board and the LUTEA as part of the successor Agreement, this MOU shall be in effect during the 2013-14 and 2014-15 school years and will be subject to negotiation at the 2015 bargaining.

The LUTEA and Board agree as follows:

1. During the 2013-14 and 2014-15 school years, at the middle school and high school there shall be a 25 minute period of time during the teacher work day. This time shall be used primarily for collaboration among teachers and/or professional development.
2. During the 2013-14 school year, the Board will provide for district-wide waiver days and one-hour delays starts to the student day. This time shall be used primarily for teacher work and professional development required for school reform initiatives at the building level. Waiver days and one-hour delays starts shall be scheduled as follows:

One waiver day in August.

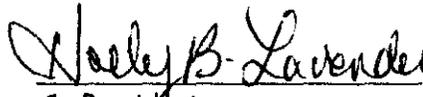
One one-hour delay start per month in each of the months September through May.

APPROVED BY THE BOARD:

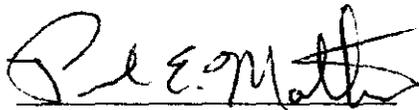
  
President  
Liberty Union-Thurston  
Board of Education

05/23/13  
Date

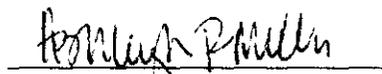
APPROVED BY THE LUTEA:

  
Co-President  
Liberty Union-Thurston  
Education Association

5/20/13  
Date

  
Superintendent

5/31/13  
Date

  
Co-President  
Liberty Union-Thurston  
Education Association

5/29/13  
Date

**CREDIT FLEXIBILITY**  
**MEMORANDUM OF UNDERSTANDING**

As a result of SB311, The Liberty Union-Thurston Education Association (the "LUTEA") and the Liberty Union-Thurston Local School District Board of Education (the "Board") enter into this memorandum of understanding for the purpose of setting forth the terms of their agreement regarding the offering of a Credit Flexibility program within the district. If ratified by the Board and the LUTEA, this MOU shall be in effect during the 2013-14 and 2014-15 school years and will be subject to negotiation at the 2015 bargaining.

The LUTEA and the Board agree as follows:

- A. A floating committee shall be formed to review and approve/disapprove student Flexible Credit applications. The committee shall be comprised of at minimum the high school principal, a high school teacher, and either the high school or middle school guidance counselor. The teacher should be highly qualified in the subject area and, when applicable, will serve as the teacher of record for the student who has applied. If the application for Flexible Credit is for an existing course, the teacher of the course shall be given the opportunity to participate in the approval process.

Depending on the student and the nature of the proposal, the principal may assign additional teachers to serve on the committee:

1. An additional content specialist may be assigned.
2. If the student has an IEP or a 504 plan, an intervention specialist may be assigned. In the case of an IEP, the intervention specialist should be the person responsible for the student's IEP, if possible.
3. If the student has an IEP, the principal may assign an intervention specialist or the IEP team to serve on the committee and/or as the teacher of record in lieu of the content specialist.

- B. Committee meetings for approval/disapproval of applications, or appeals, shall be conducted during the teacher work day if at all possible; however in cases when that is not possible, the Board will compensate bargaining unit members at a rate of \$20 per hour. Committee meetings will not count toward the three (3) hour cap as defined in Article 22.A.1.

- C. In some cases a teacher of record may be assigned. The assignment of the teacher of record will be made by the high school principal. It is assumed that the teacher of record will be someone certified in the subject area, preferably the teacher currently teaching the course if the flexible credit is for a course currently offered. Exceptions may be made at the discretion of the principal in the case of a student with an IEP.

If a teacher of record is assigned, the teacher should make arrangements with the principal for time as needed to address the requirements of a student's approved credit flexibility proposal, such as: creating assessments, meeting with the student periodically for the purpose of monitoring progress, or proctoring an exam. If it is necessary for the teacher to meet with the student, the teacher should meet with the student during the normal school day if at all possible; however in cases when that is not possible, the Board will compensate the teacher at a rate of \$20 per hour. Such meetings will not count toward the three (3) hour cap as defined in Article 22.A.1.

- D. If the student has an IEP,
1. if the teacher of record is a content specialist, the supporting intervention specialist may attend meetings between the teacher of record and the student and assist in the creation of assessments, as specified in the IEP. The supporting intervention specialist shall be the same person on the committee that made the initial approval.

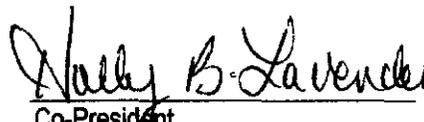
2. intervention specialists shall receive the same compensation as content specialists for student assistance related to an approved credit flexibility proposal or for serving as a teacher of record.
- E. For the purpose of determining a grade or level of mastery, the committee will conduct a final review upon completion of the work in the student's approved proposal. It is expected that the teacher of record (or IEP team) will remain the primary authority. However, the final decision will reside with the committee. The committee may request to see documentation or other student work to support the decision.
- F. In the event that a student fails to achieve credit and/or the desired grade and appeals the decision, the appeals committee will include the superintendent, the ESC curriculum supervisor, the teacher of record, and/or if the student has an IEP, the supporting intervention specialist(s). Additional members may be assigned if needed, at the discretion of the superintendent.

APPROVED BY THE BOARD:

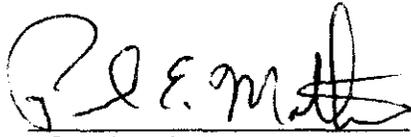
APPROVED BY THE LUTEA:

  
 President  
 Liberty Union-Thurston  
 Board of Education

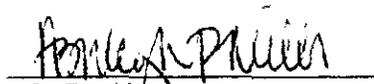
05/23/13  
 Date

  
 Co-President  
 Liberty Union-Thurston  
 Education Association

5/20/13  
 Date

  
 Superintendent

5/31/13  
 Date

  
 Co-President  
 Liberty Union-Thurston  
 Association

5/27/13  
 Date  
 Education

## APPENDICES

GRIEVANCE FORM

Grievance No. \_\_\_\_\_ Date Filed \_\_\_\_\_

LIBERTY UNION-THURSTON

Grievant's Name \_\_\_\_\_ Position \_\_\_\_\_ Building \_\_\_\_\_

GRIEVANCE DEFINED (Include Article#) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of action (on which this grievance is based)

RELIEF SOUGHT \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Note:** Attach additional relevant documents or statements.

Signature of grievant \_\_\_\_\_  
Signature of Association President \_\_\_\_\_

**\*\*STEP I:** Date filed \_\_\_\_\_

Administrative Response \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Add attachment if additional space is needed)

Administrator's Signature \_\_\_\_\_ Position \_\_\_\_\_ Date \_\_\_\_\_  
cc: Superintendent, LU-TEA, Grievant

**Grievant's Response to Step I. Administrative Response:**

\_\_\_\_\_ The above response resolves this grievance and the matter is hereby resolved.  
\_\_\_\_\_ The above response does not resolve this grievance and it is hereby requested that the matter be carried to Step 2 of the Grievance procedure.

\_\_\_\_\_ Grievant's Signature \_\_\_\_\_ Date \_\_\_\_\_

cc: Superintendent, LU-TEA

**\*\*STEP 2:** Date of filing at Step 2 \_\_\_\_\_  
Date of Hearing \_\_\_\_\_

Administrative Response \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(Add attachment if additional space is needed)*

\_\_\_\_\_  
Administrator's Signature Date

cc: Grievant, LU-TEA

**Grievant's Response to Step 2. Administrative Response:**

\_\_\_\_\_ The above response resolves this grievance

\_\_\_\_\_ The above response does not resolve this grievance and it is hereby submitted to Step 3 of the Grievance procedure.

\_\_\_\_\_  
Grievant's Signature Date

**\*\*STEP 3:** Date of filing at Step 3 \_\_\_\_\_  
Date of Hearing \_\_\_\_\_

Board Response \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(Add attachment if additional space is necessary)*

\_\_\_\_\_  
Signatory for the Board Position Date

cc: Superintendent, LU-TEA, Grievant

**Grievant's Response to Step 3. Board Response:**

\_\_\_\_\_ The above response resolves this grievance

\_\_\_\_\_ The above response does not resolve this grievance and it is hereby submitted to arbitration.

\_\_\_\_\_  
Grievant's Signature Date

cc: LU-TEA, Superintendent

**APPENDIX B**

**SALARY SCHEDULE 2013-2015**

<u>SALARY SCHEDULE</u>		<u>2011-12</u>		<u>LIBERTY UNION THURSTON SCHOOLS</u>	
	<u>Experience</u>	<u>B.A</u>	<u>5 YRS.</u>	<u>M.A.</u>	<u>M.A.+ 30</u>
	0	\$31,482.28	\$32,741.57	\$34,630.51	\$41,241.79
		1.0000	1.0400	1.1000	1.3100
	1	\$32,741.57	\$34,158.27	\$36,204.62	\$43,130.72
		1.0400	1.0850	1.1500	1.3700
	2	\$34,000.86	\$35,574.98	\$37,778.74	\$45,019.66
		1.0800	1.1300	1.2000	1.4300
	3	\$35,260.15	\$36,991.68	\$39,352.85	\$46,908.60
		1.1200	1.1750	1.2500	1.4900
	4	\$36,519.44	\$38,408.38	\$40,926.96	\$48,797.53
		1.1600	1.2200	1.3000	1.5500
	5	\$37,778.74	\$39,825.08	\$42,501.08	\$50,686.47
		1.2000	1.2650	1.3500	1.6100
	6	\$39,038.03	\$41,241.79	\$44,075.19	\$52,575.41
		1.2400	1.3100	1.4000	1.6700
	7	\$40,297.32	\$42,658.49	\$45,649.31	\$54,464.34
		1.2800	1.3550	1.4500	1.7300
	8	\$41,556.61	\$44,075.19	\$47,223.42	\$56,353.28
		1.3200	1.4000	1.5000	1.7900
	9	\$42,815.90	\$45,491.89	\$48,797.53	\$58,242.22
		1.3600	1.4450	1.5500	1.8500

	10		\$44,075.19	\$46,908.60	\$50,371.65	\$60,131.15
			1.4000	1.4900	1.6000	1.9100
	11		\$45,334.48	\$48,325.30	\$51,945.76	\$62,020.09
			1.4400	1.5350	1.6500	1.9700
	12		\$46,593.77	\$49,742.00	\$53,519.88	\$63,909.03
			1.4800	1.5800	1.7000	2.0300
	13		\$47,853.07	\$51,158.71	\$55,093.99	\$65,797.97
			1.5200	1.6250	1.7500	2.0900
	14		\$49,112.36	\$52,575.41	\$56,668.10	\$67,686.90
			1.5600	1.6700	1.8000	2.1500
	15		\$50,371.65	\$53,992.11	\$58,242.22	\$69,575.84
			1.6000	1.7150	1.8500	2.2100
	18		\$51,630.94	\$55,408.81	\$59,816.33	\$71,464.78
			1.6400	1.7600	1.9000	2.2700
	25		\$52,890.23	\$56,825.52	\$61,390.45	\$73,353.71

## SCHEDULE OF BENEFITS

Liberty Union-Thurston Local Schools

MEDICAL PLAN  
Effective July 1, 2012

	Plan	
Deductible amount (per calendar year)	In Network	Out-of-Network
Per Individual	\$250 (does not apply to non-network)	\$500 (does apply to in-network)
Per Family	\$500 (does not apply to non-network)	\$1000 (does apply to in-network)
<b>Out-of-pocket limit (excluding deductibles &amp; copays)</b>		
Per Individual	\$2500 (does not apply to non-network)	\$5000 (does apply to in-network)
Per Family	\$5000 (does not apply to non-network)	\$10,000 (does apply to in-network)
<b>Benefits</b>		
<b>Supplemental Accident</b>		
Hospital Emergency Room (including related charges)	\$75 copay; waived if admitted within 48 hours	\$75 copay; waived if admitted within 48 hours
Physician Office Visit	\$25 copay (all inclusive)	\$35 copay; deductible and 60%
Urgent Care Visit	\$35 copay (all inclusive)	\$45 copay; deductible and 60%
<b>Preventive Care</b>		
Routine Well Child Care	100%	60% after ded. and \$30 copayment
Mammogram	100%	60% after ded. and \$30 copayment
Routine Pap Smear – Lab Work	100%	60% after deductible
Routine Preventive Office Visit	100%	60% after deductible and copayment
Other Preventive Care – Lab	100%	Deductible and 60%; \$200 annual maximum*
Other Covered Services	Deductible and 80%	Deductible and 60%
<b>Other Benefits Limits</b>		
Skilled Nursing Maximum per Calendar year	Deductible and 80%; 31 days max.	Deductible and 60%; 31 days max.
Home Health Care	Deductible and 80%; 30 visit max	Deductible and 60%; 30 visit max
Hospice Care	Deductible and 80%	Deductible and 80%
Neuromuscular Skeletal Adj.	Deductible and 80%; 20 visits per calendar year	Deductible and 60%; 20 visits per calendar year
Outpatient Physical Therapy and Occupational Therapy	Deductible and 80%; 20 visits; additional visits must have prior authorization	Deductible and 60%; 20 visits; additional visits must have prior authorization
Speech Therapy	Deductible and 80%; services will not be duplicated	Deductible and 60%; services will not be duplicated

Deductible amount (per calendar year)	Plan	
	In Network	Out-of-Network
Emergency Ambulance Service – Air & Ground	Deductible and 80% (prior authorization for non-emergency)	Deductible and 80% (prior authorization for non-emergency)
Prescription Drug per Calendar Year	Refer to Drug Plan (34 day supply) \$15 copay generic \$30 copay formulary \$60 copay Brand	Same as In-Network
Mail-Order Drug Program	\$30 copay generic \$60 copay formulary \$90 copay brand name (90 day supply)	
Private Duty Nursing per Calendar Year	Deductible and 80%; 40 visit max	Deductible and 60%; 40 visit max
TMJ Syndrome Maximum Benefits per Calendar Year	Deductible and 80%; surgery and appliance only	Deductible and 60%; surgery and appliance only
Infertility Services	Not covered	Not covered
Lifetime Human Organ Transplant Maximum	Unlimited	Unlimited
Plan Maximum Lifetime Benefit	Unlimited Lifetime – 1 million annual limit	Unlimited Lifetime – 1 million annual limit

**SCHEDULE OF BENEFITS / DENTAL**

Dental Expense Coverage

Calendar Year Deductible .....\$25.00 Per Person

Benefit Percentage - After Deductible

\* Diagnostic, Preventative ..... 100%  
 Basic Restorative.....80%  
 Oral Surgery.....80%  
 Major Restorative, Prosthodontics.....60%  
 Orthodontia.....50%

\*Deductible Waived

Calendar Year Maximum .....\$1000.00 Per Person

Other Maximums

Orthodontics .....\$1000.00 Per Lifetime

Eligible Dependents covered to Age.....19 years or 25 years (if full-time student)

Effective Date of Coverage..... Date of hire

## DENTAL SERVICES

Diagnostic and Preventative  
Oral Exams and Cleaning

Oral Surgery  
Impacted Teeth/Extractions

Fluoride Treatment  
Pain Treatment  
Diagnostic X-Rays  
Consultations  
After Hours Examinations

General Anesthesia Emergency  
Oral Surgical Procedures

Basic Restorative  
Fillings - Amalgam, Silicate, Acrylic  
Root Canal Therapy, Endodontia  
Treatment of Gum Disease  
Repair of Bridgework and Dentures  
Extractions  
Space Maintainers  
Sealants

Orthodontia  
Full-Banded Orthodontia Treatment  
Appliance for Tooth Guidance  
Retention Appliances - Not in connection with  
full-banded treatment

Major Restorative  
Inlays, Onlays, Gold Fillings, Crowns Initial  
Installation of Fixed Bridgework Installation  
of Partial or Full Dentures  
Replacement of Existing Bridgework or Dentures

All covered charges are subject to usual, customary and reasonable fees.

## APPENDIX E

## Appendix E: Degree and Graduate Credit Requirements for Continuing Contracts

(D) A continuing contract is a contract that remains in effect until the teacher resigns, elects to retire, or is retired pursuant to former section 3307.37 of the Revised Code, or until it is terminated or suspended and shall be granted only to the following:

(1) Any teacher holding a professional, permanent, or life teacher's certificate;

(2) Any teacher who meets the following conditions:

(a) The teacher was initially issued a teacher's certificate or educator license prior to January 1, 2011.

(b) The teacher holds a professional educator license issued under section 3319.22 or 3319.222 or former section 3319.22 of the Revised Code or a senior professional educator license or lead professional educator license issued under section 3319.22 of the Revised Code.

(c) The teacher has completed the applicable one of the following:

(i) If the teacher did not hold a master's degree at the time of initially receiving a teacher's certificate under former law or an educator license, thirty semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state board of education shall adopt;

(ii) If the teacher held a master's degree at the time of initially receiving a teacher's certificate under former law or an educator license, six semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state board shall adopt.

(3) Any teacher who meets the following conditions:

(a) The teacher never held a teacher's certificate and was initially issued an educator license on or after January 1, 2011.

(b) The teacher holds a professional educator license, senior professional educator license, or lead professional educator license issued under section 3319.22 of the Revised Code.

(c) The teacher has held an educator license for at least seven years.

(d) The teacher has completed the applicable one of the following:

(i) If the teacher did not hold a master's degree at the time of initially receiving an educator license, thirty semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt;

(ii) If the teacher held a master's degree at the time of initially receiving an educator license, six semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt.

(E) Division (D) of this section applies only to continuing contracts entered into on or after October 16, 2009. Nothing in that division shall be construed to void or otherwise affect a continuing contract entered into prior to that date.

**LIBERTY UNION-THURSTON TEACHER EVALUATION FORM (OLD) APPENDIX F**

**NAME** \_\_\_\_\_ **POSITION** \_\_\_\_\_ **DATE OF OBSERVATION** \_\_\_\_\_

**CODES: EXCEEDS - Exceeds the expectations of the Liberty Union-Thurston Local School District.**

**ACCEPTABLE - Meets the expectations of the LU-T Local School District.**

**NEEDS IMPROVEMENT - Needs to improve in order to meet the expectations of the LU-T Local School District**

**UNACCEPTABLE - Performance is unacceptable and does not meet the expectations of the LU-T Local School District. (Needs a Plan of Action Attached)**

**1. Follows Course(s) of Study** \_\_\_\_\_ **Exceeds** \_\_\_\_\_ **Acceptable** \_\_\_\_\_ **Needs Improvement** \_\_\_\_\_ **Unacceptable**

**2. Instructional Methods** \_\_\_\_\_ **Exceeds** \_\_\_\_\_ **Acceptable** \_\_\_\_\_ **Needs Improvement** \_\_\_\_\_ **Unacceptable**

**3. Knowledge of Subject Area** \_\_\_\_\_ **Exceeds** \_\_\_\_\_ **Acceptable** \_\_\_\_\_ **Needs Improvement** \_\_\_\_\_ **Unacceptable**

**4. Follows Board and Administrative Policies** \_\_\_\_\_ **Exceeds** \_\_\_\_\_ **Acceptable** \_\_\_\_\_ **Needs Improvement** \_\_\_\_\_ **Unacceptable**

**5. Communication Skills with Students, Parents, Staff & Administrators** \_\_\_\_\_ **Exceeds** \_\_\_\_\_ **Acceptable** \_\_\_\_\_ **Needs Improvement** \_\_\_\_\_ **Unacceptable**

**6. Professional Development**

     *Exceeds*      *Acceptable*      *Needs Improvement*      *Unacceptable*

**7. Accuracy and Timeliness of Grading Procedures and Student Records**

     *Exceeds*      *Acceptable*      *Needs Improvement*      *Unacceptable*

**8. Classroom Management & Supervision of Students and Student Activities**

     *Exceeds*      *Acceptable*      *Needs Improvement*      *Unacceptable*

**GENERAL COMMENTS (Both Evaluator & Employee)**

\_\_\_\_\_  
Signature of Teacher

\_\_\_\_\_  
Signature of Evaluator

\_\_\_\_\_  
Date

**LIBERTY UNION-THURSTON PLAN OF ACTION**

**NAME** \_\_\_\_\_

**PAGE** \_\_\_\_\_ **of** \_\_\_\_\_

<b>PLAN OF ACTION</b>	<b>Completion Date</b> _____
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<b>PLAN OF ACTION</b>	<b>Completion Date</b> _____
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<b>PLAN OF ACTION</b>	<b>Completion Date</b> _____
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\_\_\_\_\_  
Signature of Teacher

\_\_\_\_\_  
Signature of Evaluator

\_\_\_\_\_  
Date

## APPENDIX G

### LU-TTES PERFORMANCE EVALUATION RUBRIC

## Appendix G: Liberty Union – Thurston Schools Teacher Evaluation Rubric

### Domain 1: Planning and Preparation

Component	Unsatisfactory	Developing	Effective	Distinguished
<b>1a: Demonstrating Knowledge of Content and Pedagogy</b>	<p>In planning and practice, the teacher makes content errors or does not correct errors made by students.</p> <p>The teacher displays little or no understanding of the range of pedagogical approaches suitable to student learning.</p>	<p>The teacher is familiar with the important concepts in the discipline but may display lack of awareness of how these concepts relate to one another.</p> <p>The teacher's plans and practice reflect a limited range of pedagogical approaches or some approaches that are not suitable to the students.</p>	<p>The teacher displays solid knowledge of the important concepts in the discipline and how these relate to one another.</p> <p>The teacher's plans and practice reflect familiarity with a wide range of effective pedagogical approaches.</p>	<p>The teacher displays extensive knowledge of the important concepts in the discipline and how these relate both to one another and to other disciplines.</p> <p>The teacher's plans and practice reflect familiarity with a wide range of effective pedagogical approaches, anticipating student misconceptions.</p>
<b>1b: Demonstrating Knowledge of Students</b>	<p>The teacher displays little or no understanding of students' special needs, skills, knowledge, and language proficiency.</p> <p>The teacher does not indicate that such information is valuable.</p>	<p>The teacher displays a basic knowledge of students' special needs, skills, knowledge, and language proficiency, using limited sources. Knowledge, however, may be incomplete or inaccurate.</p>	<p>The teacher displays knowledge of students' special needs, skills, knowledge, and language proficiency, using a variety of sources.</p> <p>The teacher applies this knowledge to groups and to the class.</p>	<p>The teacher actively seeks extensive knowledge of students' special needs, skills, knowledge, and language proficiency, using a variety of sources. The teacher applies this knowledge to groups, to the class, and to individual students.</p>
<b>Evidence</b>				

Component	Unsatisfactory	Developing	Effective	Distinguished
<b>1c: Setting and Assessing Instructional Outcomes</b>	<p>Outcomes represent low expectations for students. Goals are too general and/or do not reflect Ohio Standards.</p> <p>Assessment procedures are not congruent with instructional outcomes.</p>	<p>Outcomes represent moderately high expectations for students. Does not demonstrate measurable goals.</p> <p>Some of the assessment procedures are aligned with the instructional outcomes in both content and process, but many are not.</p>	<p>Most outcomes represent high expectations. All instructional outcomes are clear, written in the form of student learning. Goals are measurable and align with Ohio Standards. Many of the assessment procedures are aligned with the instructional outcomes in both content and process.</p> <p>Assessment methodologies may have been adapted for groups of students.</p>	<p>All outcomes represent high expectations. All instructional outcomes are clear, written in the form of student learning. Goals are measurable and align with Ohio Standards. Proposed approach to assessment is fully aligned with the instructional outcomes in both content and process.</p> <p>Assessment methodologies have been adapted for individual students, as needed.</p>
<b>1d: Demonstrating Knowledge of Resources</b>	<p>The teacher is unaware of available resources and makes little or no attempt to find them.</p>	<p>The teacher is aware of available resources in the school and district, but is not aware of many outside the district.</p>	<p>The teacher is aware of available resources in the school and district and is aware of many outside the district.</p>	<p>The teacher has extensive awareness of available resources in the school and district and utilizes resources outside the district when needed.</p>
<b>Evidence</b>				

## Domain 1: Planning and Preparation

Component	Unsatisfactory	Developing	Effective	Distinguished
<b>1e: Designing Coherent Instruction</b>	Activities are not designed to engage students. The lesson has no clearly defined structure. There is no differentiation for students.	Some activities are suitable for and engage students. Structure is recognizable. Progression of activities is uneven. There is no differentiation for students.	Most activities are suitable for and engage students. Structure is recognizable and well planned, with appropriate and varied use of instructional groups. Progression of activities is even. There is some differentiation for groups.	Activities are differentiated and highly suitable to diverse learners. The lesson's structure is clear and allows for different pathways according to diverse student needs. Progression is highly coherent.
<b>1f: Inclusion Settings</b>	The teacher does not take part in developing collaborative lessons, activities, and assessments.	The teacher takes part in developing some collaborative lessons, activities, and assessments, but participation is limited.	The teacher takes part in developing collaborative lessons, activities, and assessments.	The teacher is proactive in developing collaborative lessons, activities, and assessments.
<b>Evidence</b>				

**Additional notes for Domain 1:**

## Domain 2: The Classroom Environment

Component	Unsatisfactory	Developing	Effective	Distinguished
<b>2a: Creating an Environment of Respect and Rapport</b>	Teacher interaction with at least some students is negative, demeaning, sarcastic, or inappropriate to the age or culture of the students. Students exhibit disrespect for the teacher.	Teacher-student interactions are generally appropriate but may reflect occasional inconsistencies, favoritism, or disregard for students' cultures. Students exhibit only minimal respect for the teacher.	Teacher-student interactions are friendly and demonstrate general caring and respect. Such interactions are appropriate to the age and cultures of the students. Students exhibit respect for the teacher.	Teacher interactions with students reflect genuine respect and caring for individuals as well as groups of students. Students exhibit a high degree of respect for teacher as an individual.
<b>2b: Establishing a Culture for Learning</b>	Instructional outcomes, activities and assignments, and classroom interactions convey low expectations for at least some students.  Students demonstrate little or no pride in their work, and may not be completing the assigned task.	Instructional outcomes, activities and assignments, and classroom interactions convey only modest expectations for student learning and achievement.  Students minimally accept the responsibility to complete work, and invest little of their energy into its quality.	Instructional outcomes, activities and assignments, and classroom interactions convey high expectations for most students.  Students accept the teacher's insistence on work of high quality and demonstrate pride in that work.	Instructional outcomes, activities and assignments, and classroom interactions convey high expectations for all students. Students appear to have internalized these expectations. Students demonstrate attention to detail and take obvious pride in their work.
<b>2c: Managing Classroom Procedures</b>	Considerable instructional time is lost in performing non-instructional duties, transitions, and materials/supplies.	Transitions are efficient, routines for handling materials/supplies function moderately well, and non-instructional duties are only fairly efficient, resulting in some loss of instructional time.	Transitions, routines for handling materials/supplies occur smoothly, and efficient systems for performing non-instructional duties are in place.	There are well established non-instructional duties, transitions, materials/supplies, with students assuming considerable responsibility for productivity as needed. When age appropriate, uses student input to design, implement, and adjust a classroom management system.
<b>Evidence</b>				

## Domain 2: The Classroom Environment

Component	Unsatisfactory	Developing	Effective	Distinguished
<b>2d: Managing Student Behavior</b>	<p>No standards of conduct appear to have been established, or students are confused as to what the standards are.</p> <p>Student behavior is not monitored, and the teacher is unaware of what the students are doing.</p> <p>The teacher does not respond to misbehavior, or the response is inconsistent, is overly repressive, or does not respect the student's dignity.</p>	<p>Standards of conduct appear to have been established, and most students seem to understand them.</p> <p>The teacher is generally aware of student behavior but may miss the activities of some students.</p> <p>The teacher attempts to respond to student misbehavior but with inconsistent results.</p>	<p>Standards of conduct are clear to all students.</p> <p>The teacher is alert to student behavior at all times.</p> <p>The teacher's response to misbehavior is appropriate and successful and respects the student's dignity.</p>	<p>Standards of conduct are clear and are demonstrated by students with minimal intervention from the teacher.</p> <p>Monitoring by the teacher is subtle and preventive.</p> <p>The teacher's response to misbehavior is highly effective and sensitive to students' individual needs. Uses research-based strategies to manage behavior.</p>
<b>Evidence</b>				

**Additional notes for Domain 2:**

### Domain 3: Instruction

Component	Unsatisfactory	Developing	Effective	Distinguished
<p><b>3a: Communicating with Students</b></p>	<p>The teacher's purpose in a lesson or unit is unclear to students.</p> <p>The teacher's directions and procedures or explanations of content are unclear or confusing to students, or use inappropriate language.</p> <p>The lesson has no clearly defined structure, or the pace of the lesson is too slow, or rushed, or both.</p>	<p>The teacher attempts to explain the instructional purpose, with limited success.</p> <p>The teacher's directions and procedures are clarified after initial student confusion, or explanations of content are uneven – some are done skillfully but some are difficult to follow. Does not always provide alternative ways of explanation.</p> <p>The lesson has a recognizable structure, although it is not uniformly maintained throughout the lesson. Pacing is inconsistent.</p>	<p>Teacher's purpose for the lesson or unit is clear (including where it is situated within broader learning).</p> <p>The teacher's directions and procedures are clear to students. Explanations of content are appropriate and connect with students' knowledge and experience.</p> <p>The lesson has a clearly defined structure. Pacing is generally appropriate.</p>	<p>The teacher makes the purpose of the lesson or unit clear, including where it is situated within broader learning, and linking that purpose to student interest.</p> <p>The teacher's directions and procedures are clear to students and anticipate possible student misunderstanding. Explanations of content are imaginative and connect with students' knowledge and experience. Students are able to contribute to the explanation of content to their peers.</p> <p>The lesson's structure is highly coherent, allowing for reflection. Pacing is appropriate for all students.</p>
<p><b>Evidence</b></p>				

### Domain 3: Instruction

Component	Unsatisfactory	Developing	Effective	Distinguished
<p><b>3b: Using Questioning and Discussion Techniques</b></p>	<p>The teacher's questions are virtually all of poor quality, with low cognitive challenge. Interaction between teacher and students is predominantly recitation style, or only a few students dominate the discussion</p>	<p>The teacher's questions are a combination of low and high quality. The teacher makes some attempt to engage all students in genuine discussion, but with only limited success</p>	<p>Most of the teacher's questions are of high quality. Adequate time is provided for students to respond. The teacher creates a genuine discussion among students, engaging all students..</p>	<p>The teacher's questions are of uniformly high quality, with adequate time for students to respond. The teacher creates and guides a genuine discussion among students, engaging all students, and stepping aside when appropriate</p>
<p><b>3c: Engaging Students in Learning</b></p>	<p>Activities and assignments are inappropriate for students' age and background. Students are not engaged. Instructional groups are inappropriate to the students or to the instructional outcomes. Instructional materials and resources are unsuitable for the instructional purposes or do not engage students. In inclusion settings, the teacher does not collaborate to ensure groups are productive and appropriate.</p>	<p>Activities and assignments are appropriate and engaging to some, but others are not engaged. Instructional groups are only partially appropriate to the students or only moderately successful in advancing the instructional outcomes of the lesson. Instructional materials and resources are only partially suitable for the instructional purposes, or students are only partially engaged with them. In inclusion settings, the teacher occasionally collaborates to ensure groups are productive and appropriate.</p>	<p>Most activities and assignments are appropriate to students, and almost all students are actively engaged in exploring content. Instructional groups are productive and appropriate to the students or to the instructional purposes of the lesson. Instructional materials and resources are suitable for the instructional purposes and engage students. The teacher balances teacher-directed instruction and student-led learning. In inclusion settings, the teacher collaborates to ensure groups are productive and appropriate.</p>	<p>Students are consistently engaged in the activities and assignments in their exploration of content. Instructional groups are productive and fully appropriate to the students or to the instructional purposes of the lesson. Instructional materials and resources are varied and appropriate for the ability levels of students, and foster students' ownership of their own learning. Teacher provides access to additional and/or differentiated materials as needed. In inclusion settings, the teacher collaborates to ensure groups are productive and fully appropriate.</p>
<p><b>Evidence</b></p>				

### Domain 3: Instruction

<b>Component</b>	<b>Unsatisfactory</b>	<b>Developing</b>	<b>Effective</b>	<b>Distinguished</b>
<p><b>3d: Assessment in Instruction</b></p>	<p>Students are aware of little or none of the assessment criteria used to evaluate their work.</p> <p>The teacher rarely assists students in setting goals, self-assessing, or in monitoring their learning.</p> <p>The teacher rarely provides useful feedback to students either verbally or in writing.</p>	<p>Students are aware of only some of the assessment criteria used to evaluate their work.</p> <p>The teacher inconsistently attempts to assist students in setting goals, in self-assessing, and in monitoring their learning.</p> <p>The teacher inconsistently provides useful feedback that students make use of to enhance their learning.</p>	<p>Students are aware of the assessment criteria used to evaluate their work.</p> <p>The teacher consistently assists students in setting rigorous goals, in self-assessing, and in monitoring their learning so that they know where they stand academically at all times.</p> <p>The teacher consistently provides useful verbal feedback which students regularly make use of to enhance their learning.</p>	<p>When appropriate, students are involved in establishing the criteria for proficient work and are highly knowledgeable about the assessment criteria.</p> <p>The teacher consistently and effectively assists students in setting rigorous goals, in self-assessing, in monitoring their learning, and in taking responsibility for their progress.</p> <p>The teacher provides highly informative written and/or verbal feedback which students consistently use to significantly enhance their learning.</p>
<p><b>Evidence</b></p>				

### Domain 3: Instruction

Component	Unsatisfactory	Developing	Effective	Distinguished
<b>3e: Demonstrating Flexibility and Responsiveness</b>	When a student has difficulty learning, the teacher either gives up or blames the student or the student's home environment	Teacher accepts the responsibility for the success of all students but has only a limited repertoire of instructional strategies to draw upon.	Teacher persists in seeking approaches for students who have difficulty learning, drawing on a broad repertoire of strategies	Teacher persists in seeking approaches for students who need help, using an extensive repertoire of strategies and soliciting additional resources from the school.
<b>3f: Implementing Strategies for Response to Intervention</b>	<p>The teacher rarely or never uses assessment results to inform or adjust instructional practices, to diagnose, or to monitor student learning. The teacher does not or rarely implements intervention strategies.</p> <p>The teacher rarely or never responds or collaborates with other staff to assist struggling students.</p> <p>The teacher persists in using a particular strategy even when data show the strategy to be ineffective.</p>	<p>The teacher inconsistently uses formative and summative assessment results, with limited impact on instructional practices. The teacher reviews assessment data but inconsistently diagnoses and monitors student learning.</p> <p>The teacher implements some intervention strategies.</p> <p>The teacher responds and collaborates with other staff to assist struggling students, but on an inconsistent basis.</p>	<p>The teacher consistently uses results from formative and summative assessments embedded in the curriculum to monitor student progress, and to differentiate instructional practices for groups of students.</p> <p>The teacher consistently analyzes a variety of assessments to diagnose and monitor student learning, and implements strategies to show growth academically and socially.</p> <p>The teacher consistently responds and collaborates with other staff to assist struggling students.</p>	<p>The teacher consistently and effectively uses a wide variety of formative and summative assessment results to differentiate instructional practices for individual students as well as groups of students. Progress is articulated and celebrated. The teacher clearly and consistently analyzes a variety of assessments to diagnose, to continuously monitor student learning, and implements intervention strategies to show growth academically and socially.</p> <p>The teacher is proactive in responding and collaborating with other staff to assist struggling students.</p>
<b>Evidence</b>				

## Domain 4: Professional Responsibilities

Component	Unsatisfactory	Developing	Effective	Distinguished
<b>4a: Reflecting on Teaching</b>	The teacher does not know if a lesson was effective or achieved its goals, or profoundly misjudges the success of a lesson. The teacher has no suggestions for how a lesson could be improved.	The teacher has a generally accurate impression of a lesson's effectiveness and the extent to which instructional goals were met. The teacher makes general suggestions for a how a lesson could be improved.	The teacher makes an accurate assessment of a lesson's effectiveness and the extent to which it achieved its goal, and can cite general references to support the judgment. The teacher makes a few specific suggestions of how the lesson could be improved.	The teacher makes a thoughtful and accurate assessment of a lesson's effectiveness and the extent to which it achieved its goals, citing many specific examples from the lesson and weighing the relative importance of each. The teacher draws on an extensive repertoire of skills and offers specific alternate actions, complete with the probable success of different courses of action.
<b>4b: Maintaining Accurate Records</b>	The teacher's system for maintaining information on student completion of assignments is in disarray. The teacher has no system for maintaining information on student progress in learning, or the system is in disarray. The teacher's records for non-instructional activities are in disarray, resulting in errors and confusion.	The teacher's system for maintaining information on student completion of assignments is rudimentary, and timeliness of entering grades is inconsistent. The teacher's system for maintaining information on student progress in learning is rudimentary and inconsistently done. The teacher's records for non-instructional activities adequate, but they require frequent monitoring to avoid errors.	The teacher's system for maintaining information on student completion of assignments is fully effective, in that most grades are entered in a timely manner. The teacher's system for maintaining information on student progress in learning is done in a timely and consistent manner. The teacher's system for maintaining information on non-instructional activities is organized and is usually done in a timely and consistent manner.	The teacher's system for maintaining information on student completion of assignments is fully effective, in that all grades are entered in a timely manner. The teacher's system for maintaining information on student progress in learning is done in a timely and consistent manner, and availability is communicated to parents and/or students. The teacher's system for maintaining information on non-instructional activities is well organized and is always done in a timely and consistent manner.

**Evidence:**

## Domain 4: Professional Responsibilities

Component	Unsatisfactory	Developing	Effective	Distinguished
<b>4c: Communicating with Families</b>	<p>The teacher provides little or no information about the instructional program to families. The teacher makes no attempt to engage families in the instructional program, or efforts are inappropriate.</p> <p>The teacher provides minimal information about individual students and classroom programming. Teacher does not respond, or responds insensitively, to family concerns about students.</p>	<p>The teacher participates in the school's activities for family communication and engagement, but provides no additional information beyond what the school offers.</p> <p>The teacher adheres to the school's required procedures for communicating with families.</p>	<p>The teacher provides information to families, as appropriate, about the instructional program, and provides opportunities for family involvement.</p> <p>The teacher communicates with families about students' progress, and is available as needed to respond to family concerns.</p>	<p>The teacher provides frequent information to families, as appropriate, about the instructional program, and provides a variety of opportunities to enhance family participation.</p> <p>The teacher provides information to families frequently on student progress. Response to family concerns is handled with great professionalism and sensitivity.</p>
<b>4d: Participating in a Professional Community</b>	<p>The teacher's relationships with colleagues are negative or are self-serving.</p> <p>The teacher avoids participation in a culture of professional collaboration, resisting opportunities to become involved.</p> <p>The teacher avoids becoming involved in school events and/or district projects.</p>	<p>The teacher maintains cordial relationships with colleagues to fulfill duties that the school or district requires.</p> <p>The teacher becomes involved in the school's culture of professional collaboration when invited to do so.</p> <p>(Examples: participating in building professional development activities, using activities from building professional development in the classroom when requested to do so)</p> <p>The teacher participates in school events and/or district projects if specifically asked.</p>	<p>Relationships with colleagues are characterized by mutual support and cooperation.</p> <p>The teacher actively participates in a culture of professional collaboration.</p> <p>(Examples: report on a professional development activity to building staff, using activities from professional development in the classroom)</p> <p>The teacher actively seeks out participation in school events and/or district projects, and makes a contribution to their success.</p>	<p>Relationships with colleagues are characterized by mutual support and cooperation. The teacher takes initiative in assuming leadership among the faculty.</p> <p>The teacher takes a leadership role in promoting a culture of professional collaboration.</p> <p>(Examples: Lead a book study, initiate an action research project or study, sharing effective instructional practices)</p> <p>The teacher actively seeks out participation in school events and/or district projects, and makes a contribution to their success. The teacher assumes a leadership role in at least one aspect of school life, such as a major school event, a district project, a grade level team, etc.</p>

**Evidence:**

## Domain 4: Professional Responsibilities

Component	Unsatisfactory	Developing	Effective	Distinguished
<b>4e: Growing and Developing Professionally</b>	The teacher engages in no professional development activities to enhance knowledge or skill, and/or fails to appropriately identify areas for professional growth. The teacher resists feedback on teaching performance from either supervisors or more experienced colleagues. The teacher makes no effort to share knowledge with others or to assume professional responsibilities.	The teacher participates in professional activities to a limited extent when they are convenient. The teacher accepts, with some reluctance, feedback on teaching performance from both supervisors and professional colleagues. Areas of strengths and weaknesses are identified to establish professional growth goals. The teacher finds limited ways to contribute to the profession	The teacher seeks out opportunities for professional development to enhance content knowledge and pedagogical skill, and sets goals based on data. The teacher welcomes feedback from colleagues when made by supervisors or when opportunities arise from professional collaboration. The teacher participates actively in assisting other educators.	The teacher actively and consistently seeks out opportunities for professional development to enhance content knowledge and pedagogical skill based on self-assessment and student data, and implements new strategies within the classroom. The teacher seeks out feedback on teaching from both supervisors and colleagues. The teacher initiates activities to contribute to the profession.
<b>4f: Showing Professionalism</b>	The teacher displays a pattern of unethical behavior in interactions with colleagues, students, and the public. The teacher does not comply with school and district regulations.	The teacher displays a pattern of ethical behavior in most situations. The teacher complies minimally with school and district regulations, doing just enough to get by.	The teacher displays high standards of ethical behavior. The teacher complies fully with school and district regulations.	The teacher can be counted on to hold the highest standards of ethical behavior, and takes a leadership role with colleagues. The teacher complies fully with school and district regulations, taking a leadership role by encouraging others and suggesting ways to improve.
<b>4g: Due Process Compliance (Intervention and Gifted Specialists only)</b>	The teacher rarely addresses the standards on the due process checklist.	The teacher inconsistently addresses the standards on the due process checklist.	The teacher consistently addresses the standards on the due process checklist.	The teacher consistently addresses the standards on the due process checklist, and takes on leadership roles within the school or district in writing IEPs or WEPs and in supporting the needs of students

**Evidence:**

## APPENDIX H

### LU-TTES FORMS

## Using the Ohio Standards for the Teaching Profession for Self-Assessment

Ohio's Standards for the Teaching Profession can and should be used for self-assessment, and to identify areas for growth and professional development. One way to consider your strengths and weaknesses as a teacher is to respond to focused, guiding questions related to effective instructional practices. Any questions to which you respond at levels 1, 2, or 3 may be areas for growth. Although you may wish to do the activity with a trusted peer or colleague to allow for additional discussion and reflection, this tool is intended to be confidential and need not be submitted with your goal setting form. This is an opportunity for you to be personal and honest in your assessment for self-improvement, as you refine your goals for your professional evaluation.

### Standard 1: Students

Teachers understand student learning and development, and respect the diversity of the students they teach.

**ESSENTIAL QUESTION:** *Do you understand your students' backgrounds and learning styles and needs, and expect that all of your students can achieve?*

Consider each of the statements below. Choose the response that most accurately represents your performance.

I understand how students learn, and I know the developmental characteristics of different age groups of students.	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I use my knowledge of what students know and are able to do to meet the needs of all of my students.	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I expect that all students will achieve to their full potential.	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I demonstrate respect for my students' diverse cultures, language skills, backgrounds, and experiences.	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I assist in the appropriate identification, instruction, and intervention for gifted students, students with special needs, and at-risk students.	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always

### Standard 2: Content

Teachers know and understand the content area for which they have instructional responsibility.

**ESSENTIAL QUESTION:** *Do you have a deep understanding of the content you teach?*

Consider each of the statements below. Choose the response that most accurately represents your performance.

I use my knowledge of content-specific concepts, assumptions and skills to plan effective instruction.	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I use my knowledge of content-specific instructional strategies to effectively teach the central concepts and skills of my discipline.	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I understand and use common core and/or Ohio revised content standards.	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I connect my discipline with other content areas to plan and deliver effective instruction.	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I connect content to relevant life experiences and career opportunities.	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always

### Standard 3: Assessment

Teachers understand and use varied assessments to inform instruction, evaluate and ensure student learning.

**ESSENTIAL QUESTION:** *Do you understand and effectively use varied assessments?*

Consider each of the statements below. Choose the response that most accurately represents your performance.

I understand varied types of assessments, their purposes, and the data they generate.	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I select, develop, and use a variety of diagnostic, formative, and summative assessments.	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I analyze data to monitor students' progress and learning, and to plan, differentiate, and modify instruction.	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I collaborate and communicate student progress with students, parents, and colleagues.	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I involved learners in self-assessment and goal setting to address gaps between performance and potential (when applicable).	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always

### Standard 4: Instruction

Teachers plan and deliver effective instruction that advances the learning of each individual student.

**ESSENTIAL QUESTION:** *Do you plan and deliver effective instruction that advances the learning of each individual student?*

Consider each of the statements below. Choose the response that most accurately represents your performance.

I align my instructional goals and activities with school and district priorities, with the Common Core and/or Ohio's revised content standards.	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I use information about students' learning and performance to plan and deliver instruction designed to close achievement gaps.	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I communicate clear learning goals and link learning activities to those goals.	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I apply my knowledge of how students think and learn to my planning and instruction.	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I differentiate instruction to meet the needs of all students, including gifted students, students with special needs, and at-risk students.	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I create and select activities that are designed to help students become independent learners and complex problem-solvers.	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I use resources effectively, including technology, to enhance student learning.	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always

### Standard 5: Learning Environment

Teachers create learning environments that promote high levels of learning and achievement for all students.

**ESSENTIAL QUESTION:** *Have you created a learning environment that promotes learning and high achievement?*

Consider each of the statements below. Choose the response that most accurately represents your performance.

I treat all students fairly, and I have established a classroom environment that is respectful, supportive, and caring.	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I have created a classroom environment that is physically and emotionally safe.	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I motivate my students to work productively and to take responsibility for their own learning.	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I create learning situations in which students work independently, collaboratively, and/or as a whole class.	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I maintain an environment that is conducive to learning for all students.	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always

### Standard 6: Collaboration and Communication

Teachers collaborate and communicate with other educators, administrators, parents, and the community to support student learning.

**ESSENTIAL QUESTION:** *Do you collaborate and communicate effectively with your colleagues, administrators, parents, and the community?*

Consider each of the statements below. Choose the response that most accurately represents your performance.

I communicate clearly and effectively.	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I share responsibility with parents and caregivers to support student learning, emotional and physical development, and mental health.	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I collaborate effectively with other teachers, administrators, and school and district staff.	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I collaborate effectively with the local community and community agencies, when appropriate, to promote student learning.	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always

### Standard 7: Professional Responsibility and Growth

Teachers assume responsibility for professional growth, performance, and involvement as an individual and as a member of a learning community.

**ESSENTIAL QUESTION:** *Do you assume responsibility for your professional performance and development?*

Consider each of the statements below. Choose the response that most accurately represents your performance.

I understand, uphold, and follow professional ethics, policies, and legal codes of professional conduct.	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I take responsibility for engaging in continuous and purposeful professional development.	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I seek opportunities to impact the quality of my teaching, make school improvements, and increase student achievement.	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always

# FORM 2 - Professional Goal Setting

# Liberty Union-Thurston Teacher Evaluation System

Teacher

Goal Setting and Planning for Goal 1 (to be completed by teacher and evaluator at the beginning of the year)		
<p>Data Sources that Indicate Need for Action (from various sources as relevant)</p> <p>1.</p> <p>2.</p> <p>3.</p>	<p>Domain (s) for Goal 1 – check all that apply</p> <p>1. <input type="checkbox"/> Planning and Preparation</p> <p>2. <input type="checkbox"/> The Classroom Environment</p> <p>3. <input type="checkbox"/> Instruction</p> <p>4. <input type="checkbox"/> Professional Responsibilities</p>	
<p>SMART (specific, measureable, attainable, relevant, and time-bound) Goal 1:</p>		
Action Steps for Goal 1	Evidence	Timeline

**Goal Setting and Planning for Goal 2 (to be completed by teacher and evaluator at the beginning of the year)**

Data Sources that Indicate Need for Action (from various sources as relevant)

- 1.
- 2.
- 3.

Domain (s) for Goal 2 – check all that apply

1.  Planning and Preparation
2.  The Classroom Environment
3.  Instruction
4.  Professional Responsibilities

SMART (specific, measureable, attainable, relevant, and time-bound) Goal 2:

Action Steps for Goal 2	Evidence	Timeline

### Form 3 - Student Learning Objective Template

(Please list all content areas and/or courses and grade levels in which you currently teach.)

**Teacher:**

**Grade level(s):**

**Year:**

**Content Area and Course(s):**

**Statement of Objective:** (Please specify whether this is a mastery or progress objective.)

**Students:** *Which students will be included in this objective? Does this objective address all students or a sub-group of students? How many students? Form which grades and/or courses?*

**Content and Standards:** *Within the identified content area, what knowledge, skills, or behaviors will be targeted? To which standards does this objective align?*

**Interval of Instruction:** *Each SLO should apply for the duration of one entire course. For some courses, it could be one quarter, one semester, or one year.*

**Assessment(s):** *What assessments will be used to measure whether students met the objective? Who developed the assessment? Why is it the best assessment for the objective?*

**Growth Target:** *What is the target level of performance for all students and/or for sub-groups? How much growth is required to meet that target? Is one growth target appropriate for all students, or should tiered growth targets be implemented?*

**Rationale for Growth Target:** *What baseline data or information was used to determine that the growth target is challenging but achievable within the given time frame?*

**Administration of Assessments:** *Describe how the assessment(s) will be administered and scored.*

Approved by SLO team    Date: \_\_\_\_\_    Approved by Principal: \_\_\_\_\_

Signature, Date

Returned for revision    Suggestions:

# Liberty Union-Thurston Teacher Evaluation System

## FORM 4: Pre-Observation Form

**Teacher:**

**Evaluator:**

**Date of Pre-Conference:**

**Date of Observation:**

**Time of Observation:**

**Grade level:**

**Curriculum Area Observed:**

**Please answer the questions below:**

1. Briefly describe the students in this class, including those with special needs.

2. What are the goals for this lesson? What do you want the students to learn?

3. How do the above goals support the district's curriculum?

4. How do you plan to engage students in the content? What will you do? What will the students do?

5. What difficulties do students typically experience in this area, and how do you plan to anticipate and overcome these?

6. What instructional materials or other resources, if any, will you use? (Attach sample materials, if possible.)

7. How do you plan to assess student achievement of your goals? What procedures will you use? (Attach any tests or performance tasks, with rubrics or scoring guides.)

8. What Ohio Standards for the Teaching Profession will be demonstrated in this observation? (See Form 1)

Teacher comments pertaining to observation setting: List any items you might want to call to the attention of the evaluator.

# Liberty Union-Thurston Teacher Evaluation System

## FORM 5 - Observation Reflection Form

*To be submitted to evaluator 1 day after observation completion*

**Teacher:**

**Evaluator:**

**Date of Observation:**

**Time of Observation:**

**Grade level:**

**Curriculum Area Observed:**

**Post Conference Date:**

1. As I reflect on this lesson, to what extent are students actively engaged?
2. Did the students learn what I intended? Were my instructional goals met? How do I know?
3. Did I alter my goals or instructional plan as I taught the lesson? If so, why?
4. If I had the opportunity to teach this lesson again to this same group of students, what would I do differently? Why?
5. Provide several examples of student work related to this lesson. The samples should reflect the full range of student ability in your class and include the feedback you provide to students on their papers, if applicable.

---

Teacher's signature

date

---

Evaluator's signature

date

## Liberty Union-Thurston Teacher Evaluation System

### FORM 6 - Professional Responsibilities form for Teachers

Teacher:

Evaluator:

Grade level:

Curriculum Area:

Conference Date:

1. In what ways do you ensure that families and appropriate staff are informed of student progress or needs?

2. Briefly describe your record keeping system:

3. List any professional growth activities and/or courses in which you have participated for this school year. Which of these activities support reflective practice? How will they contribute toward your skills and knowledge of the Ohio Professional teaching standards and/or the Ohio Content standards?

4. In what ways do you participate in the professional/ learning community of the school district?

# Liberty Union-Thurston Teacher Evaluation System

## FORM 7 - Observation Report Formative Summary

Teacher:

Evaluator:

Date of Observation:

Observation #:

Grade level:

Curriculum Area Observed:

Instructions: Please rate the teacher's performance on any of the criteria for which you feel you have appropriate data/evidence. Please use the following scale:

**U = unsatisfactory    D = developing    E = effective    Di = distinguished**

Domain	Rating			
	U	D	E	Di
<b>Domain 1: Planning and Preparation</b>				
a. Demonstrating Knowledge of Content Pedagogy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Demonstrating Knowledge of Students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Setting and Assessing Instructional Outcomes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Demonstrating Knowledge of Resources	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Designing Coherent Instruction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Inclusion Settings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Comments for Domain 1:</b>				
<b>Domain 2: The Classroom Environment</b>				
a. Creating an Environment of Respect and Rapport	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Establishing a Culture for Learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Managing Classroom Procedures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Managing student behavior	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Comments for Domain 2:</b>				
<b>Domain 3: Instruction</b>				
a. Communicating with Students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Using Questioning and Discussion Techniques	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Engaging Students in Learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Assessment in Instruction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Demonstrating Flexibility and Responsiveness	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Implementing Strategies for Response to Intervention	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Comments for Domain 3:</b>				
<b>Domain 4: Professional Responsibilities</b>				
a. Reflecting on Teaching	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Maintaining Accurate Records	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Communicating with Families	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Participating in a Professional Community	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Growing and Developing Professionally	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Showing Professionalism	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Due Process Compliance (Intervention and Gifted specialists only)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Comments for Domain 4:</b>				









## Liberty Union-Thurston Teacher Evaluation System

### FORM 9 - Final Summative Rating of Teacher Effectiveness

Teacher:

Building:

Grade/Subject:

**Record the ratings for Each Component**

Component	Unsatisfactory	Developing	Effective	Distinguished
Performance Rating Rubric (50%)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Below Expected Growth</b>	<b>Expected Growth</b>	<b>Above Expected Growth</b>	
Student Growth Measures (50%)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Comments:

**Final Summative Rating:**    **Unsatisfactory**    **Developing**    **Effective**    **Distinguished**

\*The final summative rating represents the average of multiple measures of effectiveness.

If a rating of unsatisfactory is earned in any of the performance areas OR in student growth, an Improvement Plan should be developed and implemented in that area.

Check here if an improvement plan has been recommended

**Teacher Signature/ Date** \_\_\_\_\_

**Evaluator Signature/ Date** \_\_\_\_\_

The signatures of the teacher and the evaluator indicate that the rating has been shared and discussed. An improvement plan is developed when the teacher's performance in one or more areas is scored as unsatisfactory or their final summative rating performance is unsatisfactory. The teacher may provide additional information to the evaluator within 10 working days of receipt of this form. The Improvement Plan should be attached to this form.

# FORM 10 - Professional Growth Plan

# Liberty Union-Thurston Teacher Evaluation System

As a result of the evaluation process, teachers and evaluators should focus on accelerating and continuing teacher growth through professional development. Professional development should be individualized to the needs of the teacher, and specifically relate to his/her areas of refinement as identified in the teachers' evaluation. The evaluator should recommend professional development opportunities, and support the teacher by providing resources (e.g., time, financial).

**Self-Directed**

**Collaborative**

Teacher

Evaluator

<p align="center"><u>Annual Focus</u></p> <p align="center">These are addressed by the evaluator as appropriate for this teacher.</p>	<p align="center"><u>Date</u></p> <p align="center">Record dates when discussed</p>	<p align="center"><u>Areas for Professional Growth</u></p> <p align="center">supports needed, resources, professional development</p> <p align="center">Comments during conference with teacher and evaluator are made appropriate to the needs of the teacher.</p>
<p><b>Goal 1: Student Achievement/Outcomes for Students</b></p> <p><i>Goal Statement:</i></p> <p><i>Evidence Indicators:</i></p>		
<p><b>Goal 2: Teacher Performance on the Ohio Standards for the Teaching Profession</b></p> <p><i>Goal Statement:</i></p> <p><i>Evidence Indicators:</i></p>		

Evaluator Signature

Date

Teacher Signature

Date

*The signatures above verify that the teacher and evaluator have discussed and agreed upon this Professional Growth Plan.*

# FORM 11 – Improvement Plan

# Liberty Union-Thurston Teacher Evaluation System

Teacher Name:

Grade level/Subject:

School Year:

Building:

Date of Evaluation:

Written improvement plans are to be developed in the circumstances when an educator makes below expected academic growth with his/ her students AND/OR receives an overall ineffective rating or an ineffective rating on any of the components of the OTES system. The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If corrective actions are not made within the time as specified in the improvement plan, a recommendation may be made for dismissal or to continue on the plan.

**Section 1: Improvement Statement** - List specific areas for improvement as related to the *Ohio Standards for the Teaching Profession*. Attach documentation.

Performance Standard(s) Addressed in this Plan	Date(s) Improvement Area or Concern Observed	Specific Statement of the Concern: Areas of Improvement

**Section 2: Desired Level of Performance** – List specific measurable goals to improve performance. Indicate what will be measured for each goal.

Beginning Date	Ending Date	Level of Performance Specifically Describe Successful Improvement Target(s)

## Form 11 - Improvement Plan (continued)

### Section 3: Specific Plan of Action

Describe in detail specific plans of action that must be taken by the teacher to improve his/her performance. Indicate the sources of evidence that will be used to document the completion of the improvement plan.

Actions to be Taken	Sources of Evidence that Will Be Examined

### Section 4: Assistance and Professional Development

Describe in detail specific supports that will be provided as well as opportunities for professional development.

--

Date for this Improvement Plan to Be Evaluated:

Teacher's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*The evaluator's signature on this form verifies that the proper procedures as detailed in the local contract have been followed.*



# FORM 12 – Improvement Plan Evaluation

# Liberty Union-Thurston Teacher Evaluation System

Teacher Name:

Grade level/Subject:

School Year:

Building:

Date of Evaluation:

The improvement plan will be evaluated at the end of the time specified in the plan. Outcomes from the improvement plan demonstrate the following action to be taken;

Improvement is demonstrated and performance standards are met to a satisfactory level of performance\*

The Improvement Plan should continue for time specified:

The Improvement Plan should continue for \_\_\_\_\_ , but with the following modifications:

Dismissal is recommended.

Comments: Provide justification for recommendation indicated above and attach evidence to support recommended course of action.

*I have reviewed this evaluation and discussed it with my evaluator. My signature indicates that I have been advised of my performance status; it does not necessarily imply that I agree with this evaluation.*

Teacher's Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Evaluator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*The evaluator's signature on this form verifies that the proper procedures as detailed in the local contract have been followed.*

\*The acceptable level of performance varies depending on the teacher's years of experience. Teachers in residency—specifically in Years 1 through 4—are expected to perform at the Developing level or above. Experienced teachers—with five or more years of experience—are expected to meet the Proficient level or above.