



# NEGOTIATED AGREEMENT

12-10-14  
14-MED-02-0208  
1074-01  
K31617

Between The

LIBERTY CENTER LOCAL BOARD  
OF EDUCATION

And The

LIBERTY CENTER CLASSROOM  
TEACHERS' ASSOCIATION

Effective September 1, 2014  
to  
August 31, 2017

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**All evaluation forms and guidelines will be found in the Evaluation Procedure Reference Tool which is attached to this agreement.**

ARTICLE I  
ASSOCIATION RECOGNITION

A. ASSOCIATION RECOGNITION

The Liberty Center Local Board of Education (hereinafter referred to as the Board) recognizes the Liberty Center Classroom Teachers Association OEA/NEA (hereinafter referred to as the Association) as the sole and exclusive representative for all professional staff members employed by the Board in the employee bargaining unit as set forth in section B herein.

B. BARGAINING UNIT

The term "professional staff member" of the employee bargaining unit covered by this negotiated agreement is defined as all certificated/licensed personnel employed by the Board whether on leave, on per diem basis, or otherwise employed, or to be employed, tutors and/or part-time certified/licensed personnel regularly employed for the full school year. Substitutes employed for 60 or more days in the same assignment shall be considered to be members of the bargaining unit. However personnel on an administrative or supervisory contract and teachers employed by the county but assigned to Liberty Center shall not be considered to be members of the bargaining unit. In addition, except where salaries, fringe benefits, and working conditions may be determined by the conditions and provisions set forth in this Agreement for positions that may otherwise be held by the members of the bargaining unit, casual day to day or periodically employed, or certified/licensed personnel employed for supplemental/extracurricular positions only shall not be considered to be a part of the bargaining unit. The provisions above shall not be construed to prevent the Association from bargaining for salaries, fringe benefits, and other working conditions of non-bargaining unit employees whose job functions have a direct or indirect impact on bargaining unit working conditions or whose jobs may be filled by members of the bargaining unit.

C. ASSOCIATION/ADMINISTRATOR REPRESENTATION AT CONFERENCES

In the interest of mutual courtesy, either party shall notify the other party if it intends to have representation at an administrator/employee conference. Said notice shall be provided by the end of the day prior to this conference, except in emergency situations. If said notice is given, the receiving party shall also be entitled to representation without giving notice to the other party.

D. PRIVILEGES OF SUBSTITUTE TEACHERS, AND/OR PART-TIME CERTIFIED/LICENSED PERSONNEL EMPLOYED FOR THE FULL SCHOOL YEAR

Part-time certified/licensed personnel regularly employed for the full school year on a one-half (1/2) day or more basis will be entitled to leaves of absences, any of the fringe benefits, or any other rights and privileges accorded fulltime staff prorated to the amount of their service. A part-time employee shall be defined as any bargaining unit member employed for a one-half (1/2) day or more on a regular basis.

ARTICLE II  
NEGOTIATIONS PROCEDURES

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A. SCOPE OF NEGOTIATIONS

The Board of Education and the Association shall enter into negotiations with the purpose of achieving a signed agreement covering matters pertaining to wages, hours, terms, and work conditions of employment and the continuation, modification, or deletion of an existing provision of this collective bargaining Agreement.

B. PHILOSOPHY OF NEGOTIATIONS

LCCTA and the Board believe that teamwork and positive collaboration are the best hope for building constructive relationships through the honesty and openness through IBB or traditional bargaining. It is through collaborative team structures that we will maintain and improve all aspects of our school district, provide quality programs and services for our children, and improve student achievement.

In a climate of trust, openness, and honesty, the LCCTA and the Board have committed to Interest Based Bargaining (IBB) training for the negotiating teams. At the conclusion of the training, a mutual decision will be made whether to proceed with IBB or traditional bargaining. All IBB ground rules will be reached through mutual agreement. At any point during negotiations if traditional bargaining is selected, the traditional bargaining procedures are detailed in the remainder of this article.

C. WHILE NEGOTIATIONS ARE IN PROCESS

1. Both parties agree to conduct negotiations in good faith. "Good Faith" requires that the LCCTA and the Board be willing to react to each other's proposals and/or offer counter proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons and/or offer counter proposals. "Good Faith" means the obligation of the representative of the Board and the LCCTA to meet at reasonable times to deal with each other openly and fairly in an effort to reach an agreement on those matters being negotiated. The obligation to meet for the purpose of professional negotiations does not compel either party to agree on each and every proposal or make a concession on each and every proposal. The parties recognize that the Association and Board retain the right to final ratification.
2. Recording: No electronic recording devices shall be permitted in any negotiating session including caucuses.
3. Information: The Board and the LCCTA agree to supply available information that is specifically requested and routinely prepared. Except for costs of documents routinely prepared, actual costs of reproduction may be assessed to the requesting party.

D. NEGOTIATING PERIOD

The length of the negotiating period shall be at least forty-five (45) work days commencing with the initial agenda setting session, unless a shorter period is mutually agreed to. "Days" as used in this procedure shall be any day Monday through Friday exclusive of negotiated or school observed holidays. During the summer recess "days" shall be taken to mean any day Monday through Friday exclusive of federally observed holidays, leave days, or vacation days of any party employed on a 12-month contract.

Negotiations shall be initiated during the month of March prior to the expiration date of this Agreement.

The negotiating period shall not extend beyond June 15 of any calendar year, unless the extension is mutually agreed to by the Association and the Board.

**E. DIRECTING REQUESTS**

Requests from the Association shall be made directly to the Superintendent or his/her designee. Requests from the Board of Education or its designee shall be made to the President of the Association. A mutually convenient time for a meeting date shall be set within twenty (20) school days of the date of the request.

**F. COMPOSITION OF NEGOTIATING TEAMS**

The Association and the Board shall select without restriction those individuals who shall comprise their respective negotiating teams. Each team shall have no more than five (5) members. While no final agreement shall be executed without ratification by the LCCTA and the Board, the parties will mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and to make concessions in the course of negotiations. All negotiations shall be conducted exclusively between the teams, and in executive session. In addition to said teams, each party shall be authorized to admit up to two (2) observers to each meeting. Such observers shall be without the right to speak or communicate to either party during the negotiating sessions, and are subject to the same conditions as team members.

**G. NEGOTIATING SESSION**

The exchange of a complete list of proposals will occur at the initial meeting. The exchange shall also include a sufficient number of completed proposals so as to permit the parties to begin bargaining. Following the initial meeting, only counter proposals to the original proposals submitted at the initial meeting shall be offered by either party. A mutually agreeable time, date, and place of each subsequent session will be established prior to the conclusion of each session, except where impasse has been declared or a final agreement has been reached.

**H. OFFICIAL MINUTES**

Minutes may be kept by both the Board and the Association. Said minutes may be exchanged by either party if requested.

**I. CAUCUS**

Upon request of either party, the negotiating session shall be recessed to permit the requesting party to caucus for a period of time not to exceed thirty (30) minutes unless extended by mutual agreement.

**J. REQUESTS FOR ASSISTANCE**

The participants may call upon competent professional and lay representatives to consider the matter under discussion, and to make suggestions and have the right to utilize the services of consultants.

**K. DISTRICT INSURANCE COMMITTEE**

The District Insurance Committee will be designed to represent all district employee groups. The LCCTA will have proportionate representation on the committee. They will annually review the plan and report to the employee groups and the Board of Education. This committee is to be used as an expert resource and may make recommendations to the bargaining teams.

**L. NEWS RELEASE**

While negotiations are in progress, any release prepared for news media must be approved by both parties.

**M. AGREEMENT**

As tentative agreement is reached on each item during the negotiating period, the agreement shall be reduced to writing, and may be initialed by each team.

If agreement is reached on matters being negotiated, the tentative agreements reached between the negotiating teams shall be reduced to writing and submitted to the Association for its consideration. If ratified, such written agreement shall be submitted to the Board of Education for its consideration. Upon receipt of the ratified agreement, the Board of Education shall take action as soon as possible but not later than the next regular or special meeting of the Board of Education.

**N. FINAL AGREEMENT**

Upon ratification by both the Association and the Board of Education, five (5) copies of the total Agreement shall be signed by the President, Superintendent and Treasurer of the Board of Education and the President, Treasurer, and Chief Negotiator of the Association. Each party shall retain two (2) signed copies of the final Agreement. One (1) copy will be submitted to the State Employment Relations Board, herein referred to as SERB, pursuant to its rules and regulations.

As soon as practicable, but not later than forty-five (45) calendar days after ratification, the agreement shall be made available in PDF format and emailed to all LCCTA members, administrators, and board.

**O. DISAGREEMENT**

The impasse resolution procedures herein shall supersede the dispute settlement and procedures set forth under ORC 4117.14.

If the parties have negotiated for a period of at least sixty (60) calendar days and no agreement has been reached, either party may declare an impasse and submit the unresolved issues to the impasse procedure contained herein. Upon declaration of impasse either party may contact the Federal Mediation & Conciliation Service and request the services of a mediator.

Both parties hereby agree to give, upon request, such information as the mediator deems necessary.

Except by mutual consent, the selection and mediation process shall not extend for more than thirty (30) calendar days from the date of declaration of impasse. The parties shall be permitted to postpone or extend the mediation process by not more than fifteen (15) days and shall not extend beyond the expiration of this Agreement except by written agreement of the parties prior to such expiration. All such extensions shall be for a specified period of time.

The Association may exercise its right under 4117.14(d) (2), O.R.C. It is understood that this represents a MAD resolution procedure and supersedes the statutory impasse provisions.

ARTICLE III  
GRIEVANCE PROCEDURE

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A. DEFINITIONS

A "Grievance" is defined as a claim by a staff member, group of staff members, or Association (hereinafter called the grievant) that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.

An aggrieved party may be an individual or the Liberty Center Classroom Teachers Association in a class action grievance or a grievance affecting Association rights.

"Days" as used in this procedure shall be calendar days, exclusive of negotiated or school observed holidays. Grievances will be processed during the summer when all parties are available to meet.

"Representation or representative" as provided for in and throughout this procedure shall be: any member of the Association or its affiliates chosen by the aggrieved, legal counsel of the aggrieved, or any other person of the aggrieved's choosing, except that the aggrieved may not be represented by an officer or employee of any teachers' organization other than the recognized Association.

B. GENERAL PROVISIONS

The time limits provided for in this Article shall be strictly observed but may be extended by written agreement of the parties.

The grievant may have a local Association member present at the informal level meeting.

The grievant may be represented at all formal stages of the grievance procedure by any person of his/her own choosing so long as such representation is consistent with the representation provisions above. Any member of the bargaining unit will have the right to present grievances and have them resolved, without the intervention of the Association, as long as the resolution is not inconsistent with the terms of this agreement and as long as the Association has the opportunity to be present at any meeting or hearing where a resolution is reached.

The president of the Association or his/her designee and the grievant shall receive prior notice of each meeting held on Levels I through IV to resolve a formally filed grievance.

Nothing contained herein shall limit or otherwise exclude any grievant from seeking redress from any government agency, regulatory body, or any court of law with jurisdiction over this school district.

No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of participation or use of this grievance procedure.

A copy of all grievances and administrative responses shall not be filed in the personnel file of a teacher, but may be maintained in a separate grievance file. If a grievance appears to arise from the actions of an authority higher than the immediate supervisor and/or affects a group of members of the Association, it may, if mutually agreed upon by the Superintendent and the grievant (or the grievant's representative), be submitted at Level II described herein.

Formal hearings or meetings held under the grievance procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Such meetings or hearings shall have provision for: (a) initial presentation of the grievant's case, (b) explanation of the administration's position, (c) final summaries, if applicable, and with either party having the right, at its option, to waive any or all of the foregoing (a), (b), or (c). Formal hearings held under the Level IV procedure shall be structured so that due process is accorded to both sides.

A grievance may be withdrawn at any level without prejudice or record.

Suspension of processing a grievance at any level by the aggrieved party shall indicate the grievance has been resolved at that level.

The Board, the administration, and the Association will cooperate with the investigation of any grievance and further, the parties will furnish each other such information as is requested and available for the processing of any grievance. Should the administration determine that the investigation and/or processing of any grievance requires that a staff member and/or an Association representative be released from his regular assignment, he/she shall be released without loss of pay or benefits.

#### C. INFORMAL PROCEDURE

In the event that the grievant believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with the immediate administrator who has the authority to bring about a resolution of the alleged problem. The aggrieved party and/or administrator may have local Association representation at this meeting. An informal level grievance slip will be signed and dated by both parties at the conclusion of the meeting. (Informal grievance form attached.)

#### D. FORMAL

If a grievance is not resolved informally, said grievance may be processed in keeping with the following:

##### LEVEL I

The grievance is to be reduced to writing, including the alleged violation and relief sought. The specific section of this Agreement alleged to have been violated must be set forth in the grievance. Failure to do so shall render the grievance null and void. The grievance is to be submitted to the principal within thirty-five (35) days of the act or condition giving rise to the grievance. Within ten (10) days of the submission of the written grievance, the principal will meet with the grievant to discuss the stated grievance. The aggrieved party and/or the principal may have representation at this meeting. Within five (5) days of said meeting, the principal will provide a written response to the aggrieved. The Association and the Superintendent (or the Superintendent's designee) shall both be provided a copy of the disposition of the grievance by the principal. If the aggrieved is not satisfied with the written response, the aggrieved may submit the grievance to the Superintendent or his/her designee at Level II within ten (10) days of the receipt of the principal's response.

The failure of the principal to respond to the grievance within fifteen (15) days of its receipt will result in the grievance automatically being advanced to the next level as if timely appealed.

LEVEL II

Within ten (10) days of the receipt of the written grievance by the Superintendent or his/her designee, the Superintendent (or his/her designee) will meet with the grievant to discuss the stated grievance. The aggrieved party and/or the Superintendent may have representation at this meeting. Within five (5) days of said meeting, the Superintendent or his/her designee will provide a written response to the aggrieved. The Association and the principal shall be provided copies of the disposition of the grievance by the Superintendent or his/her designee. If the aggrieved is not satisfied with the written response, the aggrieved may submit the grievance to Level III by filing a request with the Superintendent within ten (10) days of the receipt of the Level II response.

The failure of the Superintendent to respond to the grievance within the fifteen (15) days of its advancement from Level I will result in a finding for the grievant. Failure of the grievant to proceed within the ten (10) days shall mean the grievance has been resolved by the disposition in Level I.

LEVEL III

If the Association is not satisfied with the disposition of the grievance by the Superintendent, the grievance may be referred to mediation (FMCS) by mutual agreement.

If unresolved at mediation the grievance may be referred to binding arbitration.

LEVEL IV

If the grievance is not resolved through mediation the Association may submit the grievance to binding arbitration by filing a request for arbitration with the Treasurer of the Board and the Superintendent. The demand for arbitration and the request for an arbitrator shall be submitted to the American Arbitration Association in accordance with the American Arbitration Association:

- 1) the American Arbitration Association rules for voluntary labor arbitration or
- 2) the American Arbitration Association rules for expedited labor arbitration shall likewise govern the arbitration proceeding. Both parties may be represented at the arbitration hearing.

The jurisdiction and authority of the arbitrator and his/her opinion and award shall be limited to the interpretation of the written provisions of this Agreement. The arbitrator shall have no power to alter, add to, or subtract from or in any way modify the terms and conditions of this Agreement. Claims not raised at previous levels of the grievance procedure may not be raised at arbitration unless claims are disclosed seven (7) days prior to the hearing. A court of competent jurisdiction shall be the appropriate forum for the resolution of disputes over whether or not any written provisions of said Agreement and Board policy, rules, regulations, practices and/or procedures affecting members of the bargaining unit are contrary to law.

In any arbitration proceeding where a question concerning the arbitrator's jurisdiction over the grievance is raised, the arbitrator shall make a separate decision on the question of this jurisdiction. In his/her decision, the arbitrator shall first rule upon the jurisdictional issues and, if he/she determines that he/she has no jurisdiction, he/she shall make no decision or recommendation concerning the merits of the grievance. Nothing contained herein shall prohibit the arbitrator from taking all evidence of the jurisdictional issues and the merits of the grievance in a single hearing.

The arbitrator will render his/her decision in writing within thirty (30) days, or such additional time as the parties may in writing agree, after any grievance has been submitted to him/her. His/her decision, when so rendered as required by law, will be binding upon both parties.

The cost of arbitration and the services of the American Arbitration Association shall be borne by the losing party of the arbitration hearing. The arbitrator's decision must clearly indicate the losing party in the decision.

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(Level I, II, III, IV forms attached.)

ARTICLE IV

ASSOCIATION AND TEACHER RIGHTS

A. USE OF SCHOOL BUILDINGS

The Association will have the right to use school buildings for union activities without cost during non-working hours for staff members, providing that custodians are on duty, and pursuant to the Board's policy concerning the use of school buildings.

B. USE OF SCHOOL EQUIPMENT

The Association will have permission to use individual school equipment, as needed for union activities, pursuant to the Board policy, when such equipment is not otherwise in use. Supplies in connection with such equipment used will be furnished by or paid for by the Association.

C. DISSEMINATION OF INFORMATION

The Association or its representatives shall have the right to:

1. Place notices, circulars, and other material in all bargaining unit members' mailboxes. A copy of all such materials will be given to the Superintendent or his/her designee and the building principal at the time of distribution. Use teacher mailboxes, email, and inter-school mail services will be used to distribute LCCTA information.
2. Use in each building a reasonable amount of space on existing bulletin boards located in each of the staff lounge areas.
3. Make brief Association announcements at the end of faculty meetings with prior approval of the building administrator in charge and have meeting announcements presented over the public address system.
4. The LCCTA President and/or designee shall have the opportunity to visit all school areas and send email for LCCTA business during the school day, if mutually agreed upon by the LCCTA President and Superintendent.

D. LABOR MANAGEMENT COMMITTEE

The Labor Management Committee will meet on a regular monthly basis to discuss contractual issues. The meeting dates and agendas will be set by the superintendent and LCCTA president. The Labor Management Committee shall consist of the LCCTA Executive Committee and administrators unless changed by mutual agreement. The Association will choose its members in accordance with Association guidelines.

E. PAYROLL DEDUCTION

The following payroll deductions will be provided at no cost to the professional staff member:

1. United Teaching Profession dues – Staff members may, at any time until September 30, sign and deliver to the Board an authorization form requesting membership dues and assessments of the recognized Association and its affiliates. Such authorization shall continue in effect until such time that said staff member gives written notice to the Treasurer of the Board to discontinue such deductions or employment with the Board terminates.

Such deductions will be made in 16 equal amounts for all those individuals so authorizing with the first pay check in October and ending in May. All money so deducted shall be remitted monthly to the Treasurer of the Association.

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The Treasurer of the Association shall provide the Treasurer of the Board of Education with the amounts of dues and assessments for each ensuing school year not later than September the 15th.

Should any staff member submit written notice to the Treasurer of the Board to discontinue such deductions, the Board Treasurer shall, within two (2) school days of the receipt of such written notice, provide the Association Treasurer the names of said staff members making such request.

#### F. BOARD MEETINGS

1. Meeting Notice and Agenda--The President of the Association will be given notice and supplied with all board agendas and teacher related addendum, (excluding employment attachments), of all regular and special Board meetings at the same time they are made available to the Board.
2. Association Participation--A representative of the Association shall be permitted to address or otherwise engage in discussion with the Board during the Board meeting in the same fashion as accorded to members of the general public. The Association may also request to be placed on the agenda by submitting a written request to the Superintendent five (5) days in advance of the meeting. Such request must indicate the item(s) to be discussed.

#### G. ASSOCIATION LEAVE

The Board shall authorize up to a maximum of three (3) total days of absence without loss of pay per school year to professional staff members elected to represent the Association or chosen to serve on programs or in an official representative capacity at Association meetings, conferences, conventions or functions. One (1) day will be used as a "lobby day" with approval of the Superintendent. Such leave may not be used for meetings, conferences, or conventions of any other teacher organizations. Except in cases of emergency, an advance request for use of this leave must be submitted by the President of the Association to the Superintendent or his/her designee at least two (2) weeks in advance.

#### H. RIGHTS UNDER THE LAW

Nothing contained herein will be construed to restrict or deny any rights professional staff members may have under the law.

#### I. NO REPRISAL CLAUSE

There will be no reprisals or penalties of any kind taken against or levied upon any professional staff member by reason of his/her membership in the Association or participation in any legal activities.

ARTICLE V  
EMPLOYMENT PRACTICES

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A. NOTICE OF VACANCY

The intent of this section is to provide an orderly process through which a certificated employee of the Liberty Center Local Schools will be able to learn of vacancies in the system for which he/she may wish to apply. Nothing agreed to herein shall diminish in any way the Board's authority to employ staff members as directed by the legislature in ORC 3319.07, or 3319.08 except as otherwise agreed to in this section of the negotiated Agreement. Nothing agreed to herein shall be construed to limit the Superintendent's authority to assign staff pursuant to ORC 3319.01.

1. All vacancies will be posted via school email to all staff members, including newly created positions during the summer when school is not in session. The Board shall not take formal action in filling said vacancies for at ten (10) days after the date of the email. It shall be the obligation of the professional staff individual to make known to the person listed on the posting in writing their desire for a vacancy upon being made aware of such vacancy within ten (10) days of the original posting date. Such notice will include the following:
  - a. Position(s) available
  - b. Deadline for application
  - c. Effective starting date
  - d. Certification and job description
  - e. Any additional pertinent information
2. Current bargaining unit members who have expressed interest according to Article V A 1 shall be considered first for vacancies.
3. A vacancy shall be defined as any position in the bargaining unit resulting from:
  - a. An employee's leaving employment as a result of a termination, resignation, or death.
  - b. An employee's non-renewal for just cause.
  - c. An employee's transfer to another bargaining unit position.
  - d. An employee's assuming a non-bargaining unit position.
  - e. An employee's leave of absence.
  - f. The creation of a new bargaining unit position.
4. In filling such vacancies, if all other factors are equal, as determined by the Board and/or Superintendent, length of service in the Liberty Center Local School District will be the deciding factor.
5. Within fourteen (14) calendar days after the Board's selection of an applicant, any Liberty Center staff applicant who was not selected for the position may request a conference with the Superintendent in order to discuss the reason(s) as to why he/she was not selected for said position. Such individual may be accompanied by a person of the applicant's selection. Upon request of the applicant, the reason(s) as set forth in the conference will be reduced to writing and given to said applicant within ten (10) school days following the conference.

B. VOLUNTARY TRANSFER

Staff members may request and the Board may grant a change of assignment in accordance with the following procedures:

1. Change of assignment request shall refer to (1) change in building, (2) change of year level, (3) change of subject. 14-02-0208
2. Transfer requests may be initiated by staff members using the following guidelines: 1074-01  
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  - a. A transfer request shall be put in writing and submitted to the office of the Superintendent by March 30<sup>th</sup> prior to the school year or within seven (7) days after vacancy posting.
  - b. No transfer shall be made during implementation of a RIF that will cause the lay-off of a more senior employee.

#### C. INVOLUNTARY TRANSFER/REASSIGNMENT

1. Reasonable effort shall be made to avoid involuntary transfers by fully utilizing the voluntary transfer procedure. When an involuntary transfer/reassignment needs to be made, seniority in the district shall be one factor considered. If a staff member is to be involuntarily transferred or reassigned, that staff member will be given a two (2) week notification. If the Administrator directs an involuntary transfer in the building, subject or grade level, notification with written reasons shall be given to the involved staff member.
2. Staff members being involuntarily transferred will be assigned only to a position for which they are certified. In discussing an involuntary transfer, there will be a meeting (within three (3) days of a written request) of the staff member(s) involved and the Superintendent or his/her designee to explain the reasons for the transfer. The involved staff member may request representation of his/her choosing for the meeting.
3. When personnel must be transferred as a result of changes in student enrollment at that particular grade level or class, a list of necessary changes shall be posted and the association president provided a copy of such transfer(s). The notification shall be made by May 15 of each school year.
4. By May 15, all staff members shall be given their tentative teaching assignments for the next school year. If a change in assignment is necessary after May 15, the Administration shall immediately notify the affected staff member(s). Final teaching assignments shall be mailed to all staff members no later than two (2) weeks prior to the start of the school year, except in the case of extenuating circumstances.

#### D. OBSERVATION AND EVALUATION

It is the responsibility of the Liberty Center Board of Education and the Liberty Center Classroom Teachers' Association to create an atmosphere favorable for all teachers and administrators to perform their duties in such a manner as to better meet the educational needs of the students. The Board and the Association believe this goal can be fostered by an effective evaluation program.

This evaluation program is designed to provide staff members an early indication of deficiencies; specific, reasonable, mutually developed, written recommendations for improvement; and ample opportunity for remediation. In those situations in which a staff member's performance is completely satisfactory, the procedure provides the assurance of a job well done which the staff member deserves to receive from his/her administrator. Evaluation shall be a continuous and cooperative enterprise between teachers and administrators.

Teacher performance in the workplace shall be evaluated for the following purposes:

- a. The improvement of the quality of classroom instruction.
- b. The provision for a means of professional growth.
- c. The provision for a sequential procedure for evaluation.

- d. The assessment of the performance of teachers for the purposes of recommending renewals, certificate/license renewals, the granting of continuing contracts, the issuance of contracts of lesser duration, non-renewal, or dismissal.

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All bargaining unit members meeting the statutory definition of teacher pursuant of the O.R.C. shall be evaluated in accordance with this Article, MOU, and the Evaluation Procedure Reference Tool entered into by the parties.

Bargaining unit members who do not meet the statutory definition of teacher shall be evaluated according to this article and relevant components found within the Evaluation Procedure Reference Tool. Those members shall be observed and evaluated using the same timelines and frequency for statutorily defined teachers as set forth in any mutually agreed upon memorandum of understanding entered into by the parties.

A Teacher Evaluation Committee shall be created consisting of representatives from Administration and the Association. At a minimum, the committee shall convene at the end of each year to review the evaluation procedure and make recommendation to the Board of Education and LCCTA members. These recommendations are subject to ratification by both parties prior to implementation.

Liberty Center's Evaluation Committee will have a committee structure of four (4) LCCTA members, one (1) must be President or his/her designee who can make decisions for the bargaining unit, and four (4) Administrators, one (1) must be the Superintendent or his/her designee who can make decisions for the Administrative Team.

- a. The committee will function on a consensus basis and will take the committee recommendations to their constituents to ratify.
- b. Duties of the Liberty Center Evaluation Committee will be to develop the process, forms, and definitions to be part of the Liberty Center Evaluation Process.
- c. LCCTA Members will be paid in accordance with Article VII Section G.
- d. The committee will create an Evaluation Procedure Reference Tool effective Fiscal Year 2016.

The committee's starting point is the current practice, board policy (November 17, 2014 adoption) this MOU on evaluation, and current forms.

It is agreed that any complaints regarding violations of either this Article, MOU, or procedures in the Evaluation Procedure Reference Tool shall be subject solely to the grievance procedure contained in this agreement and shall supersede and replace conflicting provisions of any evaluation of any requirements of Ohio Revised Code Section 3319.11 with which this provision is in conflict. This section is not intended to supersede the teacher's right to written notice of nonrenewal, his/her right to a statement of circumstances, his/her right to a hearing before the Board of Education, or the right to appeal the matter to court.

#### 1. Academic Freedom

Academic freedom shall be guaranteed to all staff members. Freedom of individual expression which exhibits the basic objectives of a democratic society will be encouraged. Each staff member must be mindful that his/her presentation(s) be open-minded, fair, responsible, and respectful of differing opinions of others.

The staff member, as a recognized professional, shall have the right and responsibility to choose those instructional methods he or she deem to be appropriate and effective with a given group of students provided that such instructional methods are within the constraints of operations of the building. Choice of methods shall not be considered an appropriate area for criticism in an evaluation unless the evaluator can reasonably document the ineffectiveness, detrimental effect(s),

disruption to other classes or building operations, or that the method(s) are outside the constraints of the curriculum.

Furthermore, unless it can be documented that a staff member's choice of instructional methods can be shown to be ineffective and generally detrimental to the classroom instruction, or detrimental to other classes and/or students, or disruptive of the educational process in the building, or inimical to the social, moral, and ethical development of students, criticisms of such teaching methods shall not be a factor in any recommendation for non-renewals or lesser contracts. Such documentation shall not be based on standardized tests or on other accountability measures which do not take into account the teaching conditions, the background and ability level of the students.

No staff member shall be criticized or otherwise threatened in the evaluation procedure on the basis of that staff member's expression of dissent in regard to the evaluator's academic, administrative or professional decisions, provided the staff member's dissent has been expressed in an ethical and professional manner. Likewise, an evaluator shall have the right to express dissent regarding the staff member's professional and academic decisions provided the dissent is expressed in an ethical and professional manner.

## 2. Supplemental Position Evaluation

The evaluator will make a good faith effort to note in writing any exemplary action of a coach or advisor, and shall note in writing any deficiency of a coach or advisor, within five (5) days of its occurrence.

Should a staff member receive a deficiency(s) on the evaluation instrument, including a casual observation, he/she will be given specific, reasonable, written recommendations for improving the noted deficiencies in a conference with the evaluator.

The staff member receiving written recommendations and the evaluator shall meet for one (1) additional conference to discuss the staff member's progress in improving the noted deficiencies. At the request of either party, progress conferences may be held the following school year.

The staff member will have the right to representation of his/her choosing for any conference with the evaluator.

## E. PROFESSIONAL PERSONNEL RECORDS

A personnel file for each bargaining unit member shall be maintained in the Superintendent's office. This file shall be considered confidential and the only official file.

Individual staff members will have access to their personnel files upon request. Requests of staff members to have access to their personnel files shall be handled by the administrator responsible for the specific file to which access is requested.

Those authorized for access to personnel files of staff members shall be limited to the Superintendent, Treasurer, and supervising building principal(s) and counsel of the Board of Education.

All materials placed in the personnel file of the professional staff member shall include the following:

1. The date the item was placed in the file.
2. Initials or signature of the staff member in whose file the entry is being made and the initials or signature of the administrator placing information in the file.

These personnel records shall include:

1. Application for employment, including those nonconfidential<sup>1</sup> references.
2. Copy of the latest contract, properly signed and/or salary notice<sup>2</sup>.
3. Health history card, if any.
4. Ohio teaching certificate.
5. Transcript of college credits showing the official record of the degree granted, original or certified copy.
6. Record of military service, if any.
7. Other documentation which has been properly placed in the file.

A staff member shall be notified by the administration of the placement in the file of any material which may be considered critical or complimentary of the conduct, performance, character or personality of the staff member. If a parental and/or student complaint is to become a matter of record for placement in the member's personnel file, the member shall be given a copy of such material at the time it is placed in his/her file. In addition, such staff member will have the opportunity to appeal the placement of any such material placed in the personnel file. The staff member shall acknowledge that he/she has read the material by affixing his/her signature to the copy to be filed. If the staff member refuses to sign, such refusal shall be noted on the material and it may be filed. Signature of a staff member shall not indicate agreement with the content of the material, but indicates only that the material has been inspected by the staff member. The staff member shall also have the opportunity to reply to such critical material in a written statement to be entered in the personnel file. Such reply must be presented to the building principal, who shall affix his/her signature thereto, acknowledging that the building principal has read the reply. Such signature shall not indicate agreement by the principal with the content of the reply.

Anonymous letters or materials shall not be placed in a professional staff member's file, nor shall they be made a matter of record with regard to the affected staff member.

A staff member shall be entitled to a copy, at no expense to the staff member, of any material in his/her personnel file.

A staff member may periodically review his/her personnel file and shall be entitled to a copy of any material in that file. A third party selected by the staff member at the option of the staff member may be present during such review. A representative of the administration, at the option of the administration, may also be present during such review. When a building principal leaves the employment of the school district all personnel files that he or she maintained shall be purged.

At no time nor under any circumstances will the confidential files of any staff member be opened to the public.

Any materials entered into a staff member's file may be grieved as to the accuracy, relevance, timeliness, or completeness of such material. If it is found to lack in any of the aforementioned, it shall be removed from the staff member's file. However, pursuant to the provision above, no grievance may be filed without first having exhausted the local file examination procedures as provided by ORC 1347.

Information in the personnel file may be removed upon mutual agreement of the staff member and the administrator making the entry, or the Superintendent. The staff member may submit letters of merit which may be placed in his/her personnel file.

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<sup>1</sup> Confidential information for which the employee has specifically signed a waiver may not be revealed.

<sup>2</sup> Such documents for all staff may be stored collectively in the same file.

The provisions of this section of the contract shall not be construed to limit the rights accorded to a staff member pursuant to ORC 1347.

#### F. SEQUENCE OF LIMITED TEACHING CONTRACTS

1. Upon initial employment of a staff member in the Liberty Center Local School District, the limited contract of employment shall be for a term of one (1) school year.

Succeeding limited contracts shall be as follows, assuming the staff member is renewed at the conclusion of each contract:

- |                                   |           |
|-----------------------------------|-----------|
| a. Second contract                | - 1 year  |
| b. Third contract                 | - 2 years |
| c. Fourth contract and thereafter | - 3 years |

Those staff members currently employed on limited contracts of more than three (3) years duration shall continue to be offered contracts of equal duration except as provided in division (2) below or in the event they become eligible for a continuing contract. Upon receipt of requirements for a continuing contract, the staff member may, with recommendation of the Superintendent, receive a continuing contract when other contracts are considered.

All eligible staff members shall be offered a multi-year contract as listed above unless offered a contract of lesser duration under Subsection 2 or non-renewed pursuant to the fair dismissal provisions of this Agreement.

2. Upon the recommendation of the Superintendent, the Board may grant a contract of lesser duration than prescribed by the normal sequence above on the following conditions:
  - a. An improvement plan in accordance with this agreement has been given.
  - b. The Superintendent shall notify the staff member in writing of his/her intended recommendation fifteen (15) calendar days prior to the Board's action on said contract. Such notice shall contain written reasons directed at professional improvement of the staff member and/or the basis for the Superintendent's recommendation. Such written reasons and/or basis shall be the sole and complete basis for the recommendation. All such reasons and/or basis for the recommendation shall be supported by data or by written comments.
  - c. If requested, any staff member so notified shall be entitled to a conference with the Superintendent and Building Principal and afforded the opportunity to discuss and to respond to the reasons and/or basis listed in said notification. Any such staff member shall have the opportunity to be accompanied and represented by a representative of his/her choice at said conference. The conference, if requested, shall be held within ten (10) school days of the request for same.
  - d. The Board shall notify such staff member on or before the 30th of April of its action upon the Superintendent's recommendation.
3. Staff members new to the system with previous teaching experience outside the district may be offered the initial contract of up to two (2) years duration upon recommendation of the Superintendent. Subsequent contract offers to such staff members shall follow the contract sequence noted above.
4. The contract of a long term substitute will come to an end upon the return of the bargaining unit member whose position was vacated, or the end of the school year, whichever occurs first, and the long-term substitute shall have no right to employment in any succeeding year unless offered a contract by the Board of Education. Specific Board of Education action to non-renew such employment contracts and written notice of non-renewal shall not be required.

G. REDUCTION IN FORCE/LAYOFF AND RECALL

1. Reasons for Reductions

To the extent that reductions are not achieved through attrition or the non-renewal of limited contracts for reasons other than reduction in force, and when by reason of decreased enrollment of pupils, return to duty of regular staff members after leaves of absence, by reason of suspension of schools territorial changes affecting the district or lack of essential financial resources, or the Board of Education decides that it will be necessary to reduce the number of staff members, it may make a reasonable reduction in accordance with the provisions below.

Suspension of teaching contracts pursuant to the provisions below for purposes of staff reduction due to lack of essential financial resources shall occur only in the period between the end of one school year and the start of the succeeding school year.

2. Suspension - Renewal Suspension

- a. All evaluations are comparable for the purposes of this Article only.
- b. If staff reduction is deemed necessary for any of the above reasons and all other provisions of this section have been fulfilled, then the reduction shall be made as follows:
  - Renewing expiring limited contract, then suspending such contracts; and/or
  - Suspending existing limited contracts, and/or
  - Suspending continuing contract.

3. Those contracts to be suspended and/or renewed-then-suspended will be selected as follows:

a. Seniority

All members of the bargaining unit will be placed on a seniority list for each teaching field for which they are properly certificated. Staff members serving under continuing contracts will be placed at the top of the list, in descending order of seniority. Staff members serving under limited contracts will be placed on the list under continuing contract staff members, also in descending order of seniority.

Seniority will be defined as the length of continuous service as certificated/licensed employee under regular contract in this district beginning with the first date the staff member reported for duties.

Continuous service employment shall include all time on sick leave, all time on Board approved leave of absence, all time on military leave of absence, all time on disability retirement to a maximum of five (5) years, and all time during suspension if the staff member is reinstated. Except for absence due to sick leave, or other paid leaves of absence, Board approved unpaid leaves of absence will not interrupt seniority, but the time spent on such a leave shall not count toward seniority.

If two (2) or more staff members have the same length of continuous service, seniority will be determined by:

- the date of the board meeting at which the staff member was hired, and then by;
- the date the staff member signed his/her initial employment contract in the district, and then;
- any remaining ties will be broken by lot.

Seniority shall be lost when a staff member resigns or retires. Disputes over a staff member's seniority shall be subject to the provisions of the grievance procedure. An updated seniority list will be available upon request. In addition to seniority and contract status, the list will give each staff member(s) areas of certification/licensure and present teaching assignment(s) and supplemental assignment(s), if any.

b. Least Senior Reduced

Reductions in a teaching field will be made by selecting the lowest person on the seniority list for that area of certification/licensure who is currently assigned to a position in that teaching field. A staff member so affected may elect to displace a staff member who holds a lower position on a seniority list for another area of certification/licensure provided such staff member has:

- (1) Taught for at least 120 days of full-time employment in the area of certification/licensure in which the displacement will occur during the four (4) years preceding the reduction, or
- (2) Taken academic coursework-either a 2-semester hour college course or its equivalent, or earned its equivalent of six (6) units of continuing education (CEU's)- in the area of certification/licensure which the displacement will occur during the last four (4) years preceding the reduction. The staff member shall receive prior approval by the superintendent that the coursework/continuing education he/she wishes to take meets the requirements of this provision. Any such election to displace another staff member must be made within ten (10) days of the time the staff member is notified he/she will be affected.

4. Notice of Intent to Reduce Staff/Conference/Hearing

When staff reduction is necessary, the Superintendent shall give notice of the intent to recommend the suspension and/or renewal-suspension of contracts to all staff members so affected and shall also give the complete list of affected individuals to the Association at the earliest practicable time, but not later than fifteen (15) calendar days prior to Board action to reduce staff, whichever comes first. The Association and each staff member whose contract is to be suspended (or renewed-suspended) under provisions of this section shall receive a copy of the entire seniority list at the time of notification of suspension or renewal suspension.

Each staff member so notified shall, upon request, be entitled to a conference with the Superintendent or his/her designated representative as to the reasons for such reduction. Such conference will be scheduled within five (5) school days of receipt of notice of the Superintendent's intent to recommend such reduction to the Board.

5. Employee Rights While on Reduction

The above section shall not diminish or void any right or privileges provided the Board or staff members in any state or federal law except as expressly and specifically set forth herein.

Staff members on the recall list will have the following rights:

- a. Staff member(s) on reduction are to be recalled in the order of seniority and tenure status when vacancies become available for which they are or have become qualified under the provisions specified herein:

Staff members on the recall list will be recalled in order of seniority for vacancies in areas for which they are certificated/licensed provided they have either:

- 1. Taught in that area of certification/licensure for at least 120 days of full-time employment during the four (4) years preceding the reduction, or
  - 2. Taken academic coursework—either a 2-semester hour college course or its equivalent, or earned its equivalent of six (6) units of continuing education— in the area of certification/licensure while on the recall list. The staff member on recall shall receive prior approval by the Superintendent that the coursework/continuing education he/she wishes to take meets the requirements of this provision.
- b. The recall list for those staff members on limited contracts shall be maintained for a period of three (3) years.
  - c. While a reduction continues, no substitute staff member(s) or any other person new to the system will be hired except where:
    - 1. There are no staff member(s) on layoff qualified to fill a vacant position or who become qualified by retraining, as specified above, or
    - 2. All qualified staff member(s) on layoff decline the offer to fill the vacancy.
  - d. The Board shall not contract out, sublet or otherwise permit any work previously performed by staff member(s) in the bargaining unit to be performed by individuals or entities who are not members of the bargaining unit except where mutually agreed upon by the parties after due notice and negotiation with the association.
  - e. Staff members whose contracts are suspended (or renewed - suspended) under the terms of this section are to be considered as being reduced in force (on layoff) and awaiting recall and not as being terminated with the system.

So long as any employee remains on layoff status, no current non-bargaining unit employee shall be assigned to fill that specific bargaining unit position that has been reduced in force.

Qualifications (certification/licensure) for a bargaining unit position that has been reduced in force shall not be changed so as to prevent the recall of a laid-off employee.

- f. Reduced staff members may choose to continue participation in the group health and dental insurance plans available to regular employees pursuant to Federal Cobra regulations. (Public law 99-272, title X). Continuation of life insurance coverage is available through conversion privileges with the insurance carrier.

- g. Acceptance of other full-time teaching employment with another school district shall extinguish all right to recall. P4 MED-02-0208

1074-01

- h. Each affected staff member shall have the right to unemployment compensation benefits during the layoff, within the regulations of the bureau of employment services. KS 1017

#### 6. Notification of Recall

It shall be the responsibility of each staff member to notify the Board of any change of address or change in certification/licensure.

The Board shall give written notice of an offer of re-employment by sending a registered or certified letter to the Association and to the most senior of those qualified staff members at their last known address. Any senior eligible staff member that fails to accept the offer of re-employment in writing within twelve (12) calendar days, excluding Sundays, and holidays, from the date said offer is mailed to the last known address of the affected staff member shall be considered to have rejected said offer, and shall be removed from the recall list.

#### 7. Status Upon Recall

A staff member on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority as he/she enjoyed at the time of layoff. Such staff member shall be credited with additional sick leave, if any, and be placed on the salary schedule in accordance with their respective training and experience at the time of recall.

### H. FAIR DISMISSAL

#### 1. Termination of Contract

The termination of a contract, during the term of such contract, shall be for those grounds as set forth in ORC Section 3319.16. The procedures for termination of a contract shall be as described by ORC. Section 3319.16.

#### 2. Suspension Pending Termination

A staff member suspended without pay, pursuant to ORC Section 3319.16, shall be paid his full salary for the period of suspension if, after the hearing, the decision of the referee is against termination and the Board accepts such decision.

#### 3. Non-renewal of Limited Contract

- a. The implementation of an improvement plan in accordance with this agreement shall not act as a bar to the non-renewal of a staff member at the conclusion of his/her initial one year contract.
- b. Should the limited contract of a staff member who will have not yet completed three (3) full, consecutive and current years of teaching service in the district by the end of the current school year be recommended by the Superintendent for non-renewal, written notice of same shall be given to said staff member at least fifteen (15) calendar days prior to the Board's action on said contract.

Any such staff member having received notice above may, within five (5) school days of the receipt of such notice of the intent to non-renew, request a meeting with the Superintendent to discuss the consideration of non-renewal. The requested meeting will be held within five (5) school days from date of the submission of the request. The staff member will be provided with

the full opportunity to present his/her position with regard to the consideration of the non-renewal.

- c. Should the limited contract of a staff member who will have completed three (3) or more full consecutive and current years of teaching service in the district by the end of the current school year be recommended by the Superintendent for non-renewal, a written notice containing reason(s) for said recommendation shall be given to said staff member at least fifteen (15) calendar days prior to the Board's action on said contract.

Any such staff member having received notice above may, within five (5) school days of the receipt of the notice of the intent to non-renew, request a meeting with the Superintendent to discuss the reasons and consideration of non-renewal. The requested meeting will be held within five (5) school days from the date of the submission of the request. The staff member will be provided with the full opportunity to present evidence, and to otherwise respond, explain and/or rebut the basis for the consideration for non-renewal. Within five (5) days of the meeting with the Superintendent, the staff member may file with the Treasurer of the Board of Education a request for a hearing before the Board. Such hearing shall be held on or before the meeting date in which action on said contract is due to be taken. The staff member may be represented by any person of his/her choice. The staff member and/or his representative will be provided with the full opportunity to present evidence and to otherwise respond, explain and/or rebut the basis for the consideration for non-renewal.

4. All supplemental contracts shall automatically expire on June 30th each year.

I. EMPLOYMENT PRACTICES – Nondiscrimination

The Board's policy of nondiscrimination extends to students, staff, job applicants, the general public and individuals with whom it does business and applies to race, color, national origin, citizenship status, religion, sex, economic status, age or disability.

The Board does not permit discriminatory practices and views harassment as a form of discrimination. Harassment is defined as intimidation by threats of or actual physical violence; the creation, by whatever means, of a climate of hostility or intimidation; or the use of language, conduct or symbols in such a manner as to be commonly understood to convey hatred, contempt or prejudice or to have the effect of insulting or stigmatizing an individual.

Employees or students who engage in discrimination of another employee or student shall be subject to disciplinary action.

Permission, consent or assumption of risk by an individual subjected to discrimination does not lessen the prohibition contained in this policy.

No one shall retaliate against an employee or student because he/she files a grievance; assists or participates in an investigation, proceeding or hearing regarding the charge of discrimination of an individual; or because he/she has opposed language or conduct that violates this policy.

ARTICLE VI  
LEAVES OF ABSENCE (PAID AND UNPAID)

12-10-14  
14-MED-02-0208  
1074-01  
K31617

A. SICK LEAVE

1. Each full-time professional staff member shall be entitled to fifteen (15) days sick leave with pay for each school year under contract and shall accrue sick leave at the rate of one and one-fourth (1 1/4) days for each calendar month under contract.
2. Sick leave will be cumulative to an amount of 220 days and may be transferred from one school district to another in the State of Ohio. A certified record of unused sick leave must be presented to the school before credit can be given.
3. Each newly hired certified/licensed staff member who has no accumulated sick leave, or any certified/licensed staff member who has exhausted his/her sick leave, will be advanced an accumulation of sick leave of at least five (5) days. Each professional staff member under regular, full-time contract but absent because of illness, will continue to accumulate sick leave at the rate of one and one-fourth (1 1/4) days per month.
4. Any professional staff member having terminated employment with the Board will have their accumulated sick leave reinstated upon re-employment, provided such sick leave has not been used in the employ of another Board of Education or other agency of the State of Ohio covered by such provision.
5. A professional staff member re-employed by the Board who, since leaving the employ of the Board, has been employed by other Boards of Education or by State, county, or municipal governments in Ohio, will receive full credit up to two hundred twenty (220) days, for sick leave accumulated both in the prior employ of the Board and while in the employ of other agencies of the State of Ohio as shown in the records of the last employing agency.
6. Any professional staff member being employed by the Board, who, preceding this employment, has been in the employ of another Board of Education, State, county, or municipal government in Ohio will receive full credit up to two hundred twenty (220) days, for the sick leave accumulated in this previous employment as shown in the records of the last employing organization.
7. Professional staff members absent when school is cancelled due to inclement weather or otherwise not in session due to a holiday will not be charged with sick leave.
8. Professional staff members shall be responsible for notifying the appropriate authority of an impending absence as soon as possible completing appropriate documentation so that appropriate arrangements can be made to secure a substitute. Lesson plans from the teaching staff must be available to the substitute. In the event the process changes, staff will be notified by administration.
9. Pursuant to ORC 3319.141, sick leave shall be granted for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury or death in the employee's immediate family.
  - a. Injury and/or illness in the immediate family:

For purposes of injury or illness, one's immediate family will be interpreted as spouse, child, father, mother, step children, and grandchildren.

b. Death in the family:

In the event of death in the immediate family, immediate family shall include spouse, mother, child, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchildren, grandparents, aunts and uncles.

10. Falsification of a sick leave statement is grounds for suspension or termination, pursuant to ORC 3319.16.
11. Those employees who render part-time, seasonal, intermittent, per diem, or hourly service shall be entitled to sick leave pursuant to ORC 3319.141.
12. Any staff member missing fifteen (15) days in a school year is required to furnish a doctor's note for any absence thereafter.
13. An absence of less than one (1) hour of contracted time shall not be counted against attendance unless a period substitute requests emergency substitute pay.

**B. SICK LEAVE BANK**

B1. Only Bargaining Unit Members who conform to the following criteria and voluntarily contribute to the sick leave bank will be eligible to derive benefits from the sick leave bank.

- a. Bargaining Unit Members desiring membership in the sick leave bank shall enroll prior to September 30, beginning with the first student day. A Bargaining Unit Member hired after the enrollment period shall have thirty (30) working days from their employment date to enroll under this provision.
- b. If the Bargaining Unit Member drops from the sick leave bank during the open enrollment period, all sick leave donated by the individual shall remain in the bank.
- c. Bargaining Unit Members with less than three (3) years experience in the District, who has no accumulated sick leave, or less than fifteen (15) days, but desire to join the sick leave bank, shall not be required to donate days to the bank until their accumulation exceeds fifteen (15) days. Once accumulation reaches fifteen (15) days, the Bargaining Unit Member shall contribute the necessary days to the bank in order to clear his/her deficit of owed days.

The term "owed days" is defined to mean the three (3) initial enrollment days to join the bank plus any additional open enrollment required days that have not yet been donated.

- d. Members of the bank shall contribute three (3) days to initially enroll. If the number of days in the sick leave bank total fifty (50) or less days, the committee, at its discretion, may establish other open enrollment periods during the school year. Each subsequent time additional days are requested by the Sick Bank Committee they must be contributed/owed to stay in.
- e. If Bargaining Unit Members who were eligible at the inception of the sick leave bank chooses to join after the inception, they must make up all days, which they would have been accessed if they would have joined when they were first eligible.
- f. The sick leave bank shall not accumulate more than two hundred (200) days.
- g. The Association shall hold harmless and indemnify the Board, for any claims made against the Board, which are based upon aspects of the Sick Leave Bank's operation, which are within the exclusive control of the Association.

- h. The sick leave bank may not award more than forty-five (45) days to each employee per contract year (Sept. 1 – Aug. 30).

- i. If an employee with a sick leave balance leaves Liberty Center Schools with "owed days" from the sick leave bank those days are returned to the sick leave bank prior to transferring their balance to the next employer.

- j. For the purposes of sick leave calculation, days granted by the sick leave bank will not be considered as accumulated days.

B2. Administration of the Sick Leave Bank and Procedures:

- a. The sick leave bank is the sole and exclusive right of the committee to administer.
- b. The Association shall establish criteria for a committee and the appointment of committee members.
- c. The President of the Association or designee shall preside as chairperson over the committee meetings and is responsible for calling meetings when necessary. The chairperson shall handle all communication to the Board's Treasurer in regard to sick leave day advancement to any applicant.
- d. Members may make application to the Sick Leave Bank Committee by sending a letter to the chairperson requesting the number of days needed and a signed doctor's statement or a letter detailing the reason(s) why their absence from work will run beyond their total number of accumulated sick leave days. Members shall exhaust all paid leave plus three (3) deduct days to be eligible for sick leave bank days. This request may be submitted by the Bargaining Unit Member or by a person acting on behalf of the Bargaining Unit Member in the event the member is unable to file the request.
- e. The decision of the committee is final and binding on the applicant and thus is not subject to the grievance procedure.
- f. The request for sick leave day(s) from the bank shall be considered for catastrophic reasons related to conditions due to the following:
1. Personal illness.
  2. Attend to illness in the immediate family as defined in contract in Article VI, Section A9(a), (b).
  3. Death within the immediate family found in Article VI, Section A9(b).
  4. Persons in need of additional days due to the birth of a child or the adoption of a child and, due to catastrophic reasons requiring additional time.
- g. Requests for day(s) from the sick leave bank can be made prior to the expiration of the Bargaining Unit Member's accumulated sick leave days.
- h. Should the Bargaining Unit Members return before the assigned day(s) have been used, the remaining days shall be returned to the sick leave bank balance.

- i. At the end of each year, the sick leave bank committee shall review the guidelines of the sick leave bank and its use. If the committee feels changes need to be made, the chairperson will present these concerns to the Association's Executive Committee. The Executive Committee will discuss and vote on the proposals. Any changes will then be put into a Memorandum of Understanding and Bargaining Unit Members will be notified of any changes.

### C. PERSONAL/EMERGENCY LEAVE

1. Each bargaining unit member shall be granted three (3) Unrestricted Personal/Emergency Leave days per school year with no deduction in pay for personal or emergency situations, which cannot be attended to outside school hours.
2. In order to make use of a leave day or of a portion of such day, the staff member will submit to his/her building principal written notice of his/her intention to be absent on a form provided by the Superintendent. On this form the staff member will indicate the date of the intended absence, whether the absence is to be for a full or a half day, and whether a substitute will be needed.
3. The leave form shall be submitted to the building principal at least seventy-two (72) hours or three (3) calendar days prior to the intended date of absence. Except that in case(s) of unanticipated personal emergency, the Superintendent or his/her designee shall be contacted as soon as possible and the leave form shall be completed immediately upon return to duty.
4. No leave day nor any portion thereof can be used on a teacher work day, a parent-teacher conference day, or within the first five (5) or the last five (5) school days of the school year. Personal/emergency leave may be granted on these days if written application is made to the Superintendent (before the leave or within twenty-four (24) hours of return to duty) explaining that the reason for the leave was emergency in nature, that the need for the leave was due to circumstances beyond the control of the staff member, and that the reason for the leave could not be conducted on another day. Such reasons may include, but not be limited to, funerals, personal or home emergencies, or ceremonies involving the staff member's immediate family. Funerals should always be given the utmost consideration.

Personal days may be wrapped around a holiday with prior notice. If the notice is three (3) weeks prior to the holiday, the administration will locate a substitute. If three (3) weeks notice is not given, the teacher will be responsible to locate a substitute.

5. Personal leaves will be granted on a first come basis with no more than three (3) elementary teachers and a combination of four (4) middle school and/or high school teachers on any given day. Exceptions may be granted for the same reasons and following the same guidelines as outlined in Number 4 above.
6. If an employee does not use any of his/her personal days or any deduct days in a school year, he/she will receive a stipend in the amount of \$200 at the end of the contract year. If an employee uses only one personal day or one deduct day, he/she will receive a stipend of \$100 at the end of the contract year.

D. PROFESSIONAL LEAVE

Released time to attend approved professional meetings, conferences, athletic clinics, visitations, curriculum development sessions, etc., may be granted to provide the opportunity for certified/licensed staff members to advance professionally.

Use:

1. Professional staff members who attend such meetings or conferences shall be considered assigned to duty with full payment of salary and benefits. Such approved leave will not be deducted from accrued or earned sick leave or personal leave.
2. Athletic clinics shall be defined as any opportunity that allows a staff member to grow in his/her responsibilities as a coach, including, but not limited to, clinics, rules interpretation meetings, state tournaments, etc.
3. Requests for professional leave shall be submitted in writing to Building Principal or Supervisor at least three (3) days in advance and shall specify the purpose, duration, and estimated cost of such leave. Approval to attend such a meeting shall be secured in advance from the Superintendent or his/her designee. After attendance at any professional meeting where reimbursement as provided herein will be applicable, the staff member will prepare a form requesting reimbursement. Reimbursements will be granted when the staff member provides the Superintendent and Building Principal with a written summary of the meeting. If requested by the Superintendent, the staff member will also be present at the next regular meeting of the Board of Education to present a brief summarization of the meeting.
4. Staff members will be limited to no more than five (5) school days of self-requested professional leave per school year.
5. Upon approval of the Superintendent or his/her designee, professional staff members may be granted professional leave for the following reasons:
  - a. To attend professional conferences/seminars
  - b. To participate in curriculum development meetings
  - c. To conduct professional visitations
  - d. To participate in a professional seminar
  - e. To attend athletic clinics, meetings, tournaments
  - f. To participate in other Board of Education approved activities that will promote the professional growth of the teacher, coach, advisor, and/or the school system

Reimbursement:

The following reimbursement provisions shall be in effect for staff member requested professional leave:

As supported by receipts, approved reimbursement will be paid (exclusive of substitutes) or the necessary and reasonable expenses of:

1. Transportation equivalent to the use of a privately owned automobile on a cents per mile basis to a maximum of 400 miles round trip or exceptions as approved by Superintendent. The reimbursement rate shall be the IRS designated rate per mile.

Trips reimbursed from athletic funds shall be reimbursed at 32 cents per mile to a maximum of 400 miles round trip or exceptions as approved by Superintendent.

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Mileage for reimbursement shall be calculated from Liberty Center or the staff member's home (whichever is less) to the actual site of the meeting, conference, clinic, etc.

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2. All food receipts must be itemized.
3. Total district costs for any one teacher's self-requested professional leave during any one school year shall not exceed \$500.00.
4. Staff members shall not be reimbursed from professional development funds for attendance at any athletic clinic. Likewise, reimbursement from athletic clinic funds shall not be deducted from the \$500.00 professional development allowance.
5. Staff members receiving outside grant funds to attend professional meetings shall be able to use both grant funds and professional development funds for reimbursement, provided that: 1) grant funds are used first, and 2) total reimbursement from both sources does not exceed monies spent. The staff member shall submit a copy of the grant check along with receipts for the professional meeting in order to be reimbursed from professional development funds. Outside grant funds shall not be deducted from the \$500.00 professional development allowance.
6. College credit courses must meet the limitations of the Professional Development Program provision in this Agreement.

The following provisions shall be in effect for district-requested professional leave:

1. Costs incurred for district-requested leave shall not count in the \$500.00 maximum professional leave benefit.
2. As supported by receipts, approved reimbursement will be paid for the necessary and reasonable expenses of:
  - a. Use of a privately owned automobile calculated from Liberty Center or the staff member's home (whichever is less) on a cents per mile basis at the IRS designated rate per mile, or the least expensive common carrier whose schedule provides such transportation in a timely manner.
  - b. All food receipts must be itemized.
  - c. Necessary lodging.
3. Cost of substitute(s) shall be borne by the district.

#### E. LEGAL LEAVE

When a professional staff member is required and/or subpoenaed by a court, the Board will grant a leave for legal purposes. Said leave shall not be deducted from any other type of leave. Pay for days of absence on a school day due to legal leave shall be based upon the difference between the professional staff member's regular compensation and the remuneration received for serving as a juror or witness (not including meal and travel allowances or living expenses).

F. ASSAULT LEAVE

A staff member assaulted while in the course of his/her employment and physically disabled for 10 or more days as a result of an assault, shall remain on the payroll as a regular employee and shall receive all benefits as if on sick leave for up to ten (10) days. To be eligible for assault leave, the certified employee shall:

- a. Make a written statement concerning the assault on forms provided by the Board.
- b. Provide a certificate from a licensed physician stating the nature and duration of the disability and the necessity of absence from regular duties.

The days so used will not be deducted from sick leave. Falsification of any of the employee's statement or the physician's statement shall be grounds for suspension or termination of employment under 3319.16 Ohio Revised Code.

G. LEAVE OF ABSENCE WITHOUT PAY

1. General Provisions

Upon request of the teacher, the Board of Education may grant a leave of absence without pay for a period of not more than two (2) consecutive school years for educational or professional or other purposes, and shall grant said leave where illness, disability, or child care is the reason for the request. Upon subsequent request, such leave may be renewed by the Board in its sole discretion.

The request shall state the reason for the required leave, the date the leave is to begin and the date the leave is to end. The staff member on leave shall complete an intent form, as requested by the Superintendent.

The granting of a leave of absence shall not be construed to extend a limited contract past its term or prevent the non-renewal of a staff member's contract.

Persons returning from leaves of absence are subject to assignment by the Superintendent to a position within their area of certification/licensure.

Early return - Any staff member on an approved leave of absence as set forth above may request an early termination of the leave by submitting such request to the Superintendent. The staff member must notify the Superintendent by March 30<sup>th</sup> in the last year of their leave of absence if they intend to come back the following year.

2. A staff member will be granted a leave of absence for the following reasons:

- a. Illness and/or disability - the employee shall be obligated to provide evidence of his/her illness or disability and submit same along with any request for this form of leave of absence.

Such requests shall indicate the expected period of disability which shall be supported by the evidence of the disability. If such evidence is in the form of a physician's statement, such statement will indicate the period of expected disability.

- b. Child Care Leave - A staff member who wishes to remain home with a newly born infant or newly adopted child shall file a request for child care leave with the Superintendent ninety (90) days prior to initiating said leave. Exception to the ninety (90) day notice may occur for adoption purposes.

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The Board shall grant an unpaid child care leave for the remainder of the school year in which the leave is requested.

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If the request is made and the leave begins at the beginning of the second semester thereafter, the leave shall be for the remainder of the school year in which the leave is requested and/or for the following first semester of the next school year at the option of the staff member.

3. Other leaves of absence may be granted by the Board upon written request of a teacher.
  - a. Graduate Study - Such leave must be approved in advance by the Superintendent. Upon acceptance of this leave the staff member agrees, if requested by the Board, to return to the Liberty Center Local School District to teach for a period of at least one (1) school year.

Upon written request of the staff member, the Superintendent will provide a written explanation and/or basis for any such leave which is not approved. Such explanation and/or basis will not be debatable or grievable.

ARTICLE VII

PROFESSIONAL COMPENSATION AND PAYROLL PRACTICES

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A. REGULAR SALARY SCHEDULE

The basic salaries of staff members covered by this contract shall be adjusted to reflect the rates set forth herein. For the 2014-2015 school year, the Board will increase the base salary by 2.5%. For the 2015-2016 school year, the Board will increase the base salary by 2%. For the 2016-2017 school year, the Board will increase the base salary by 2%.

B. SALARY SCHEDULE PLACEMENT

The maximum years of credit for experience outside the school system shall be ten (10). Years of service for salary schedule placement purposes shall be credited according to the following:

1. All years of teacher service in the district regardless of training level with each year consisting of at least one hundred twenty (120) days under a teacher's contract.
2. All years of teaching service in a chartered, non-public school located in Ohio as a teacher certified/licensed pursuant to Section 3319.22 of the ORC, or in another public school regardless of training level with each year consisting of at least one hundred twenty (120) days under a teacher's contract.
3. All years of teaching service in a chartered school or institution or a school or institution that subsequently became chartered or a chartered special education program, or a special education program that subsequently became chartered operated by the state as a teacher certified pursuant to Section 3319.22 of the ORC regardless of training level with each year consisting of at least one hundred twenty (120) days.
4. All years of active military service in the armed forces of the United States as defined in Section 3307.22 of the ORC to a maximum of five (5) years. For purposes of this calculation, a partial year of active military service of eight (8) continuous months or more in the armed forces shall be counted as a full year.

C. CONTINUING CONTRACTS

Continuing contracts shall only be granted to:

1. A teacher holding a Professional License (5 year), Permanent, or Life Certificate who has completed either one of the following:
  - a. 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 (30) 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 Educations shall adopt.
  - b. If the teacher held a Master's Degree at the time of initially receiving a teacher's certificate under the former law or an educator license, six (6) 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 of Education shall adopt. AND

2. A teacher completing three (3) years of successful teaching in Liberty Center Schools, ~~141412D-02-0208~~ years of successful teaching in the Liberty Center School District, if tenure had been attained previously in another Ohio system prior to employment in the Liberty Center School District! 1074-01

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(Any teacher employed by the Board who will become eligible for continuing contract for the succeeding school year and/or at the expiration of the current limited contract, shall apply in writing to the superintendent for Continuing Contract by November 15<sup>th</sup> of the school year in which their current contract with the Board shall expire. If they are in the middle of a three (3) year contract, they must wait until the end of that contract to obtain continuing status.)

**D. CERTIFIED/LICENSED STAFF SALARY SCHEDULES AND INITIAL PLACEMENT ON SALARY SCHEDULE OF RETIREES**

Upon hiring an individual to fill a teaching position, where that individual has previously retired from Liberty Center or any other public school district, the Superintendent shall have the sole discretion to recommend to the Board of Education the years of service credit to be granted to that individual, providing that a minimum of five (5) years of "actual teaching" and "military experience", as defined by ORC 3317.12(A), is given to that individual. The Superintendent shall not be precluded from recommending more than ten (10) years of actual teaching experience. Placement on salary schedule will be at the appropriate educational level attained. Retirement from district shall be considered a break in employment for seniority purposes. Former employees of district will be precluded from service credit earned prior to retirement.

In determining the amount of service credit to be recommended for an initial placement on the teacher's salary schedule, the Superintendent may consider the following criteria:

1. All years of service credit in the Liberty Center School District regardless of training level with each year consisting of at least 120 days under a teacher's contract.
2. Years of teaching service in a charter, non-public school located in Ohio as a teacher certified pursuant to Section 3319.22 of the Ohio Revised Code, or in another public school regardless of training level with each year consisting at least 120 days under a teacher's contract.
3. Years of teaching service in a chartered school or institution or school or institution that subsequently became chartered or a chartered special education program, or a special education program, or a special education program subdivision or other local government unit of the state as a teacher certified pursuant to Section 3319.22 of the Ohio Revised Code regardless of training level with each year consisting of at least 120 days.
4. Years of active military service in the Armed Forces of the United States as defined in Section 3307.22 of the Ohio Revised Code for a maximum of five (5) years. For the purpose of this calculation, a partial year of active military service of eight (8) continuous months or more in the Armed Forces shall be counted as a full year.
5. The Superintendent shall not be prohibited from granting service credit for teaching experience in schools outside Ohio or outside the United States, or for prior work experience which is related to the teaching profession. The Superintendent shall also have the discretion to grant a full-year's credit for certain teaching service even though service may consist of less than 120 days.

Returning retirees hired by the Board shall be employed under one (1) year limited contracts. The Board may evaluate returning retirees in accordance with the evaluation procedure contained in the collective bargaining agreement between the Board and the Liberty Center Education Association. However, any returning retiree hired is ineligible for continuing contract status and/or to receive a continuing employment contract from the Board, and any right thereto is specifically waived by this provision.

A returning retiree is eligible for insurance coverage per this agreement.

This provision is specifically intended to supersede the requirement of ORC 3319.11, ORC 3319.11, ORC 3317.13, ORC 3317.14, Chapter 3307 of the Ohio Revised Code and any other conflicting provision of the Ohio Revised Code.

E. PROFESSIONAL EXPERIENCE AND EDUCATIONAL ADVANCEMENT

All staff members shall indicate, on forms provided by the Board, the additional course work, if any, taken in the past year. Those staff members who have taken no additional course work shall also complete the form to indicate that no additional course work has been completed in the past year.

All staff members qualifying for advanced placement on the salary schedule as a result of additional course work will submit an official transcript or grade report and written request for advancement on the salary scale to the Treasurer of the Board on or before September 30 of the school year for advancement beginning with the first semester or not later than February 15 for advancement beginning with the second semester.

All such advancements shall be retroactive to the beginning of the appropriate semester. The first payment for such advancement on the salary schedule shall begin not later than the close of the second pay period following the deadline for the submission of official transcripts or grade records and except for any retroactivity shall be uniformly and equally distributed among all subsequent pays for the remainder of the school year.

F. DIRECT DEPOSIT

Except in special cases where the salary would not be sufficient to warrant payment in this manner, all employees shall be paid in 26 pay periods, every two weeks on alternating Fridays, with salary payments to be made two week in arrears. Payment will begin not later than the third Friday after the beginning of the school year. There will not be more than 26 pay periods in a given calendar year. Salary checks will be issued the Friday following the close of the two (2) week pay period or the day preceding a scheduled bank holiday should the Friday fall during the aforementioned except when the pay day falls in the next calendar/fiscal year.

The LCCTA membership will be paid through mandatory direct deposit. E-mail notification of direct deposit will be mandatory for all members.

G. EXTENDED TIME COMPENSATION

Certified/Licensed staff employed beyond the regular nine (9) month school year will be issued supplemental contracts for extended time. Such employees will be paid at a daily rate based on the employee's base salary (according to the current salary schedule).

Compensation for Committee Work

Bargaining unit members serving on district committees, other than those specified in this agreement, will receive released time or be compensated if meetings are not held during the contracted school day. The rate of compensation shall be \$10.00 per hour up to a maximum of \$50.00 per day.

Bargaining unit members serving on BLT and/or DLT will receive a \$300.00 annual stipend. The BLT will include four (4) to seven (7) members, DLT will include up to twelve (12) members from across the bargaining unit. This stipend is compensation for after school meetings and summer meetings. This stipend will be paid at the last pay at the end of the school year. Each building administrator should give a list of BLT members to the Treasurer at the beginning of May.

Bargaining unit members serving on the Evaluation Committee will receive \$20.00 per hour.

Compensation for Elementary Family Night

A stipend for Elementary Family Night will be paid to teachers at \$25 per participant.

H. OUTSIDE OF SCHOOL DAY COMPENSATION

Any staff member chosen to teach or supervise outside of the school day for purposes of, but not limited to, homebound tutoring, academic tutoring, homework clinic, disciplinary classes, shall be compensated at the rate of twenty (\$20.00) per hour.

I. STUDENT TEACHER SUPERVISION HONORARIUM

The Board of Education agrees when one or more colleges or universities desire to place their students in the classroom for the purpose of their participating in teacher education experiences, that certificated/licensed personnel, who agree to serve as supervisors of teacher education experiences may accept an honorarium or stipend from the college and/or university to be paid by the district through payroll.

J. ANNUAL SALARY NOTICES

The parties agree that annual salary notices pursuant to ORC 3319.12 are waived.

K. OTHER PAYROLL DEDUCTIONS

The Board agrees to make the following deductions upon the yearly written request of the employee, provided that no fewer than five (5) employees participate in any one plan. United Way and Ohio Tuition Trust Authority shall be the only exceptions to the five (5) member stipulation.

- a. Credit Union
- b. Income Protection Insurance
- c. Tax Sheltered Annuities - A calculation form indicating the maximum excludable allowance of the employee's salary must be submitted in accordance with IRS code, Section 403. In the event that an employee chooses a "special option", a calculation form detailing the determination of the special amount must be submitted. The responsibility for the proper calculation is that of the employee, and, accordingly, all calculations must be signed by the employee and insurance company representative. Companies are to provide such forms.
- d. Cancer Insurance
- e. United Way
- f. Political contributions of not less than \$1.00 per pay period
- g. Savings Bonds
- h. Ohio Tuition Trust Authority
- i. LCSEF – (Liberty Center Schools Educational Foundation)
- j. Purchase STRS service credit
- k. 457 Deferred Compensation Plan

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

Except for Association dues withholding as otherwise provided herein, said deduction(s) shall commence with the first check of the next month following submission of the request and shall continue in equal amounts for the remainder of the checks in the year.

L. HOSPITAL SURGICAL/MAJOR MEDICAL

The Board shall provide health insurance coverage for each certificated/licensed employee ~~431617~~ hereafter employed and his/her dependents. Such coverage will be the choice of the employee among any plans offered by the Northern Buckeye Health Plan (NBHP). An open enrollment period will be held annually and the employee will have the opportunity to enroll in either plan each year. The open enrollment will be held in November and the plan will go into effect January 1 of each year and will operate on a calendar year basis.

The employee will pay a portion of the premium each year. The premium portion paid by the employee will be a pre-tax contribution. The Board will pay the premium for the cost of single coverage and family coverage at a rate not greater than 92% of the cost of Access Plus 1 and the employee will pay the balance. The employee share of such premium cost will be uniformly and equally divided and withheld from each affected individual's paycheck.

In the event the employee elects a HDHP, the Board will contribute to a Health Savings Account (HSA) in the amount of \$1500 per family plan or \$1000 per single plan. The contribution will be made in quarterly installments beginning with the first pay in January.

Full-time or part-time employees who are employed for less than 15 hours weekly shall not be eligible for health insurance benefits.

M. DENTAL INSURANCE

The Board shall provide employee and family dental insurance protection equal to or exceeding the current breadth and level of benefits and coverage in effect as of June 1, 1998. Adult orthodontics will be provided in the coverage. Dental plan shall be the premium plan.

The Board will pay eighty percent (80%) of the full cost of family coverage.

The employee's share of such premium cost will be uniformly and equally divided and withheld from each affected individual's paycheck.

N. VISION INSURANCE

The Board shall provide employee and family vision insurance. The Board will pay one hundred percent (100%).

O. SECTION 125 CAFETERIA PLAN

The Board of Education will put into place a benefit plan as provided under section 125 of the Internal Revenue Code (the Plan). The plan will include those benefits established in the negotiated agreement and to the extent permissible under current regulations, provide for the tax shelter of any payments required of bargaining unit members for the purchase of those benefits. Any such plan will be subject to change in the event of a change in the applicable tax laws or regulations. The Association will be notified prior to the implementation of any such change.

P. LIFE INSURANCE BENEFITS

The Board shall purchase from a carrier of its choice a group term life insurance policy in the amount of \$50,000 for each certificated/licensed employee, plus an equal amount of accidental death and dismemberment coverage.

Q. CONTINUATION OF INSURANCE COVERAGE

The Board shall continue to carry on the payroll records all members of the bargaining unit whose leave accumulation has expired and/or who are on an approved leave of absence, but the Board will not pay any portion of the premium(s) due while the employee is under the provisions as stated above. The employee may continue insurance coverage pursuant to Federal Cobra regulations (Public Law 99-272, Title X).

R. SEVERANCE PAY

Severance pay shall be a lump sum payment to eligible employees according to the following provisions:

1. Eligibility

An employee's eligibility for severance pay shall be determined as of the final date of employment. The following terms must be met:

- a. The individual must retire from employment with public schools in Ohio. The employee retires under regulations adopted by either the Ohio teacher's retirement system or the Ohio school employees' retirement system.
- b. The individual must be eligible for disability or service retirement as of the last date of employment.
- c. Within thirty (30) days of the last date of employment, the individual must substantiate acceptance into one of the State retirement systems by having received and shown the first retirement check or other verification of retirement to the Treasurer.
- d. After presentation of such evidence, the severance pay check will be issued as follows: (1) one-half (1/2) within 30 days following the date of the employee's retirement; and (2) one-half (1/2) during the first 30 days of the next following calendar year. The severance pay will be paid to an IRS Section 403(B) Accumulated Leave Plan as adopted by the Board of Education.

For retirees under the age of 55, the severance pay will not qualify for the IRS Section 403(B) Accumulated Leave Plan as adopted by the Board of Education. The severance pay will be paid in cash unless the retiree directs the district office to pay the funds into a 403(B) or 457 Deferred Comp plan that is an approved provider for the district.

- e. Any employee who meets the service requirements of the above division and who dies while in the employ of the school district, shall, on the day of death, be deemed to have terminated employment by means other than retirement, and payment of all severance pay shall be made in the manner prescribed in ORC 2113.04.

2. Benefit Calculation

The amount of the severance pay check due an employee shall be computed as follows:

- a. The employee's accrued but unused sick leave shall be multiplied by one-fourth, except that the product thus obtained shall not exceed the value of fifty-five (55) days of accrued but unused sick leave.
- b. The product obtained in item one shall be multiplied by the per diem rate of pay appropriate for that individual's placement on the salary schedule. The per diem rate of pay shall be computed

by dividing the employee's teaching salary by the number of days which that employee is required to work under the terms of the contract in effect at the time of such retirement.

- c. Receipt of the payment for the accrued but unused sick leave as outlined above when an employee retires under the designation of retirement shall eliminate all sick leave credit accrued by the employ.

### 3. Early Announcement Retirement Incentive

Bargaining Unit Members who are qualified to retire and notify the Superintendent prior to February 1<sup>st</sup> of each year will receive a \$1,000 retirement incentive. This is paid to an IRS Section 403B Accumulated Leave plan.

### 4. Service Retirement Recognition Stipend

Bargaining Unit Members who retire from Liberty Center Local Schools who are qualified for and receive service retirement benefits from STRS will be eligible for a service recognition retirement stipend. This stipend will be in the amount of \$15,000. In order to qualify for the stipend, the member must give notice of intent to retire to the Superintendent or his designee not later than March 1<sup>st</sup> of the first year in which he/she is eligible to retire, and to retire at the end of that school year. The end of school year includes any or all student days or make up days and teacher work days for calamity reasons. Anyone eligible to retire may use this at the end of the 2009-2010 school year then revert to only being eligible for the stipend the first year of eligibility to retire.

The service retirement recognition stipend will be paid to an IRS Section 403(B) Accumulated Leave Plan as adopted by the Board of Education. The stipend will be paid in two (2) installments on the same schedule as the severance pay (Art. VI, Section S, 1d).

For retirees under the age of 55, the service retirement recognition stipend may only be paid in cash per IRS regulations.

## S. PROFESSIONAL DEVELOPMENT PROGRAM

With the prior approval of the Superintendent, any staff member who enrolls in up to twelve (12) semester hours or eighteen (18) quarter hours per contract year of course work related to his/her instructional responsibilities at an accredited college or university shall be reimbursed to a maximum of \$100.00 per quarter hour and/or \$150.00 per semester hour from the Board for his/her tuition upon the successful completion of such course work. Such reimbursement will not be granted until the staff member provides the Superintendent with a written summary of the approved course, and until the Treasurer is provided with a grade report or a transcript showing the course was completed and a receipt documenting payment of the class including the amount and method of payment (i.e. cancelled check, credit card receipt, etc.). Such reimbursement will also not be granted unless the staff member receives a "B" or an equivalent passing grade (under a pass/fail system).

Applications for reimbursement should be submitted prior to enrollment in approved course work.

## T. STRS PICKUP

The Board of Education will "pick up" (assume and pay), utilizing the salary reduction method, contributions to the State Teachers Retirement System paid on behalf of bargaining unit employees under the following terms and conditions:

1. The amount to be picked-up and paid on behalf of each employee shall be the total bargaining unit member contribution as required in Section 3307.51 of the Revised Code or any statutory increases therein, of the bargaining unit member's gross annual compensation, at no cost to the Board of

Education, and upon approval of the retirement system. The bargaining unit member's gross annual compensation shall be reduced for the purposes of State and Federal tax only by an amount equal to the amount picked-up and paid by the Board of Education.

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2. The Board shall compute and remit all applicable contributions to the STRS based upon annual salary and/or earned compensation which includes the amount of pick-up computed herein, but assumes no further liability.
3. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment. No bargaining unit member covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.
4. The pick-up shall apply to all compensation including supplemental earnings.
5. The current deferred taxation of the "pick-up" is determined solely by the I.R.S. and any tax liability becomes the full responsibility of the employee. The Board may refuse to "pick-up" as so directed by the State Teachers Retirement System or the Internal Revenue Service or should the rules and regulations of the I.R.S., or STRS, change so as to render this procedure unworkable, the parties agree to return, without penalty, to the former method of computing employee/employer contributions.
6. Payment for all paid leaves - sick leave, personal leave, severance, supplementals, including unemployment and worker's compensation - shall be based on the employee's daily gross pay prior to the reduction for "pick-up purposes" (e.g. gross pay divided by the number of days in a staff member's contract).

**Liberty Center Local Schools  
Certified Salary Schedule  
2014-2015**

12-10-14  
14-MED-02-0208  
1074-01  
K31617

**2.5% Base Increase**

Yrs. Exp.	B.A.	135-149 Hrs.	150 Hrs.	M.A.	M.A.+15 Hrs.	M.A.+30 Hrs.
0	\$33,610	\$34,786	\$35,290	\$38,651	\$39,996	\$41,340
Index	1.000	1.035	1.050	1.150	1.190	1.230
1	\$35,290	\$36,467	\$36,971	\$40,332	\$41,676	\$43,020
Index	1.050	1.085	1.100	1.200	1.240	1.280
2	\$36,971	\$38,147	\$38,651	\$42,012	\$43,357	\$44,701
Index	1.100	1.135	1.150	1.250	1.290	1.330
3	\$38,651	\$39,828	\$40,332	\$43,693	\$45,037	\$46,381
Index	1.150	1.185	1.200	1.300	1.340	1.380
4	\$40,332	\$41,508	\$42,012	\$45,373	\$46,718	\$48,062
Index	1.200	1.235	1.250	1.350	1.390	1.430
5	\$42,180	\$43,357	\$43,861	\$47,222	\$48,566	\$49,910
Index	1.255	1.290	1.305	1.405	1.445	1.485
6	\$44,029	\$45,205	\$45,709	\$49,070	\$50,415	\$51,759
Index	1.310	1.345	1.360	1.460	1.500	1.540
7	\$45,877	\$47,054	\$47,558	\$50,919	\$52,263	\$53,608
Index	1.365	1.400	1.415	1.515	1.555	1.595
8	\$47,726	\$48,902	\$49,406	\$52,767	\$54,112	\$55,456
Index	1.420	1.455	1.470	1.570	1.610	1.650
9	\$49,574	\$50,751	\$51,255	\$54,616	\$55,960	\$57,305
Index	1.475	1.510	1.525	1.625	1.665	1.705
10	\$51,591	\$52,767	\$53,271	\$56,632	\$57,977	\$59,321
Index	1.535	1.570	1.585	1.685	1.725	1.765
11	\$53,608	\$54,784	\$55,288	\$58,649	\$59,993	\$61,338
Index	1.595	1.630	1.645	1.745	1.785	1.825
12	\$55,960	\$57,137	\$57,641	\$61,002	\$62,346	\$63,690
Index	1.665	1.700	1.715	1.815	1.855	1.895
13	\$58,313	\$59,489	\$59,993	\$63,354	\$64,699	\$66,043
Index	1.735	1.770	1.785	1.885	1.925	1.965
14	\$60,666	\$61,842	\$62,346	\$66,043	\$67,388	\$68,732
Index	1.805	1.840	1.855	1.965	2.005	2.045
15-19 years	\$2,050.00					
20-23 years	\$2,650.00					
24-26 years	\$3,250.00					
27+ years	\$3,850.00					
30+ years	\$4,600.00					

**Liberty Center Local Schools  
Certified Salary Schedule  
2015-2016**

12-10-14  
14-MED-02-0208  
1074-01  
K31617

**2% Base Increase**

<b>Yrs. Exp.</b>	<b>B.A.</b>	<b>135-149Hrs.</b>	<b>150Hrs.</b>	<b>M.A.</b>	<b>M.A.+15 Hrs.</b>	<b>M.A.+30 Hrs.</b>
0	\$34,282	\$35,482	\$35,996	\$39,424	\$40,796	\$42,167
Index	1.000	1.035	1.050	1.150	1.190	1.230
	\$35,996	\$37,196	\$37,710	\$41,138	\$42,510	\$43,881
Index	1.050	1.085	1.100	1.200	1.240	1.280
2	\$37,710	\$38,910	\$39,424	\$42,852	\$44,224	\$45,595
Index	1.100	1.135	1.150	1.250	1.290	1.330
3	\$39,424	\$40,624	\$41,138	\$44,567	\$45,938	\$47,309
Index	1.150	1.185	1.200	1.300	1.340	1.380
4	\$41,138	\$42,338	\$42,852	\$46,281	\$47,652	\$49,023
Index	1.200	1.235	1.250	1.350	1.390	1.430
5	\$43,024	\$44,224	\$44,738	\$48,166	\$49,537	\$50,909
Index	1.255	1.290	1.305	1.405	1.445	1.485
6	\$44,909	\$46,109	\$46,623	\$50,052	\$51,423	\$52,794
Index	1.310	1.345	1.360	1.460	1.500	1.540
7	\$46,795	\$47,995	\$48,509	\$51,937	\$53,308	\$54,680
Index	1.365	1.400	1.415	1.515	1.555	1.595
8	\$48,680	\$49,880	\$50,394	\$53,823	\$55,194	\$56,565
Index	1.420	1.455	1.470	1.570	1.610	1.650
9	\$50,566	\$51,766	\$52,280	\$55,708	\$57,079	\$58,451
Index	1.475	1.510	1.525	1.625	1.665	1.705
10	\$52,623	\$53,823	\$54,337	\$57,765	\$59,136	\$60,508
Index	1.535	1.570	1.585	1.685	1.725	1.765
11	\$54,680	\$55,880	\$56,394	\$59,822	\$61,193	\$62,565
Index	1.595	1.630	1.645	1.745	1.785	1.825
12	\$57,079	\$58,279	\$58,794	\$62,222	\$63,593	\$64,964
Index	1.665	1.700	1.715	1.815	1.855	1.895
13	\$59,479	\$60,679	\$61,193	\$64,621	\$65,993	\$67,364
Index	1.735	1.770	1.785	1.885	1.925	1.965
14	\$61,879	\$63,079	\$63,593	\$67,364	\$68,735	\$70,107
Index	1.805	1.840	1.855	1.965	2.005	2.045
15-19 years	\$2,050.00					
20-23 years	\$2,650.00					
24-26 years	\$3,250.00					
27+ years	\$3,850.00					
30+ years	\$4,600.00					

**Liberty Center Local Schools  
Certified Salary Schedule  
2016-2017**

12-10-14  
14-MED-02-0208  
1074-01  
K31617

**2% Base Increase**

<b>Yrs. Exp.</b>	<b>B.A.</b>	<b>135-149 Hrs.</b>	<b>150 Hrs.</b>	<b>M.A.</b>	<b>M.A.+15 Hrs.</b>	<b>M.A.+30 Hrs.</b>
0	\$34,968	\$36,191	\$36,716	\$40,213	\$41,611	\$43,010
Index	1.000	1.035	1.050	1.150	1.190	1.230
1	\$36,716	\$37,940	\$38,464	\$41,961	\$43,360	\$44,759
Index	1.050	1.085	1.100	1.200	1.240	1.280
2	\$38,464	\$39,688	\$40,213	\$43,709	\$45,108	\$46,507
Index	1.100	1.135	1.150	1.250	1.290	1.330
3	\$40,213	\$41,437	\$41,961	\$45,458	\$46,857	\$48,255
Index	1.150	1.185	1.200	1.300	1.340	1.380
4	\$41,961	\$43,185	\$43,709	\$47,206	\$48,605	\$50,004
Index	1.200	1.235	1.250	1.350	1.390	1.430
5	\$43,884	\$45,108	\$45,633	\$49,129	\$50,528	\$51,927
Index	1.255	1.290	1.305	1.405	1.445	1.485
6	\$45,808	\$47,031	\$47,556	\$51,053	\$52,451	\$53,850
Index	1.310	1.345	1.360	1.460	1.500	1.540
7	\$47,731	\$48,955	\$49,479	\$52,976	\$54,375	\$55,773
Index	1.365	1.400	1.415	1.515	1.555	1.595
8	\$49,654	\$50,878	\$51,402	\$54,899	\$56,298	\$57,697
Index	1.420	1.455	1.470	1.570	1.610	1.650
9	\$51,577	\$52,801	\$53,326	\$56,822	\$58,221	\$59,620
Index	1.475	1.510	1.525	1.625	1.665	1.705
10	\$53,675	\$54,899	\$55,424	\$58,920	\$60,319	\$61,718
Index	1.535	1.570	1.585	1.685	1.725	1.765
11	\$55,773	\$56,997	\$57,522	\$61,018	\$62,417	\$63,816
Index	1.595	1.630	1.645	1.745	1.785	1.825
12	\$58,221	\$59,445	\$59,969	\$63,466	\$64,865	\$66,264
Index	1.665	1.700	1.715	1.815	1.855	1.895
13	\$60,669	\$61,893	\$62,417	\$65,914	\$67,313	\$68,711
Index	1.735	1.770	1.785	1.885	1.925	1.965
14	\$63,116	\$64,340	\$64,865	\$68,711	\$70,110	\$71,509
Index	1.805	1.840	1.855	1.965	2.005	2.045
15-19 years	\$2,050.00					
20-23 years	\$2,650.00					
24-26 years	\$3,250.00					
27+ years	\$3,850.00					
30+ years	\$4,600.00					

**Liberty Center Local Schools Certified Salary Schedule**  
**SUPPLEMENTAL SALARIES**  
Schedule of Increments for Additional Assigned Duties

12-10-14  
14-MED-02-0208  
1074-01  
K31617

**I. COACHING CATEGORIES**

- A. Football, Boys' and Girls' Basketball, Wrestling - Category I
- B. Volleyball - Category II
- C. Boys' and Girls' Track, Baseball, Softball - Category III
- D. Cross Country - Category IV  
Golf

Years Experience	0-2	3-5	6-8	9-11	12-14	14+
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**I. BASKETBALL (Boys and Girls)**

Head Coach	15	16	17	18	19	20
Assistants	10	11	12	13	14	15
Freshman	8	9	10	11	12	13
Junior High	7	8	9	10	11	12

**FOOTBALL**

Head Coach	15	16	17	18	19	20
Assistants	10	11	12	13	14	15
Freshman	8	9	10	11	12	13
Junior High	7	8	9	10	11	12

**WRESTLING**

Head Coach	15	16	17	18	19	20
Assistants	10	11	12	13	14	15
Junior High	7	8	9	10	11	12

Years Experiences	0-2	3-5	6-8	9-11	12-14	14+
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**II. VOLLEYBALL**

Head Coach	14	15	16	17	18	19
Assistant	9	10	11	12	13	14
Freshman	7	8	9	10	11	12
Junior High	6	7	8	9	10	11

**III. SOFTBALL/BASEBALL**

Head Coach	13	14	15	16	17	18
Assistant	8	9	10	11	12	13

**TRACK (Boys and Girls)**

Head Coach	13	14	15	16	17	18
Assistant	8	9	10	11	12	13
Junior High	6	7	8	9	10	11

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**SOCCER (Boys and Girls)**

Head Coach	13	14	15	16	17	18
Assistant	8	9	10	11	12	13

**IV. CROSS COUNTRY**

Head Coach	10	11	12	13	14	15
Assistant	8	9	10	11	12	13
Junior High	5	6	7	8	9	10

**GOLF**

Head Coach	9	10	11	12	13	14
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GAME MANAGER	18	19	20	21	22	23
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**CHEERLEADER ADVISORS**

Football	4	10% for both
Basketball	5	10% for both
Freshman	3	
Jr. High	5	

WRESTLERETTES	4
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**OTHER COMMENTS:**

- A. No present coach should be paid a lower percentage than they are presently paid. All present coaches are grandfathered in. Use both old/new schedules during transition.
- B. Any coach moving down in a position of a particular sport will keep their years of experience on the salary schedule.
- C. Any coach moving up in a position of a particular sport will be paid at a rate no less than what they were making previously.
- D. Longevity Stipend - \$1,000.00 for any head coach who has been in a paid position for 18 years or more. \$500.00 for any other coach who has been in a paid position for 18 years or more.

**Schedule of Increments for Additional Assigned Duties**

The percentage supplemental will increase according to the scale with the number of years experience in that position/activity provided the years of service have not been interrupted for more than three years (e.g. K-12 class advisor that chooses to take a senior class advisor would maintain longevity).

1074-01  
K-12

<u>Class Advisorships</u>	0-2 yrs	3-5 yrs	6-8 yrs	9-11 yrs	12-14 yrs	14+ yrs
Senior Class	6.00%	6.25%	6.50%	6.75%	7.00%	7.25%
Junior Class	8.00%	8.25%	8.50%	8.75%	9.00%	9.25%
Sophomore Class	6.00%	6.25%	6.50%	6.75%	7.00%	7.25%
Freshman Class	4.00%	4.25%	4.50%	4.75%	5.00%	5.25%
<u>Others</u>						
National Junior Honor Society	1.00%	1.25%	1.50%	1.75%	2.00%	2.25%
Spanish Club	1.00%	1.25%	1.50%	1.75%	2.00%	2.25%
Art Club	1.00%	1.25%	1.50%	1.75%	2.00%	2.25%
Jr. Great Books	1.00%	1.25%	1.50%	1.75%	2.00%	2.25%
Jr. Great Books	1.00%	1.25%	1.50%	1.75%	2.00%	2.25%
SADD	1.00%	1.25%	1.50%	1.75%	2.00%	2.25%
Elementary Musical	1.00%	1.25%	1.50%	1.75%	2.00%	2.25%
Elementary Art Show	1.00%	1.25%	1.50%	1.75%	2.00%	2.25%
Junior High Quiz Team	1.00%	1.25%	1.50%	1.75%	2.00%	2.25%
Future Business Leaders of America	1.00%	1.25%	1.50%	1.75%	2.00%	2.25%
Tiger Tales (with 1 instructional period)	1.00%	1.25%	1.50%	1.75%	2.00%	2.25%
National Honor Society	2.00%	2.25%	2.50%	2.75%	3.00%	3.25%
Student Council Junior High	2.00%	2.25%	2.50%	2.75%	3.00%	3.25%
Student Council-Elementary	2.00%	2.25%	2.50%	2.75%	3.00%	3.25%
District Mentors	2.00%	2.25%	2.50%	2.75%	3.00%	3.25%
District Mentor Coordinator 0 Teachers	2.00%	2.25%	2.50%	2.75%	3.00%	3.25%
Weight Room Coordinator	2.00%	2.25%	2.50%	2.75%	3.00%	3.25%
District Mentor Coordinator 1-3 Teachers	4.35%	4.60%	4.85%	5.10%	5.35%	5.60%
HS Quiz Team	5.00%	5.25%	5.50%	5.75%	6.00%	6.25%
Student Council-High School	5.00%	5.25%	5.50%	5.75%	6.00%	6.25%
Pit Band Director	5.00%	5.25%	5.50%	5.75%	6.00%	6.25%
Asst. Musical Director	6.00%	6.25%	6.50%	6.75%	7.00%	7.25%
Asst. Band Director	6.00%	6.25%	6.50%	6.75%	7.00%	7.25%
District Mentor Coordinator 4+Teachers	8.00%	8.25%	8.50%	8.75%	9.00%	9.25%
Yearbook	9.00%	9.25%	9.50%	9.75%	10.00%	10.25%
Musical Director	9.00%	9.25%	9.50%	9.75%	10.00%	10.25%
Director of Bands	10.00%	11.00%	12.00%	13.00%	14.00%	15.00%

Article VIII  
TEACHING CONDITIONS

12-10-14  
14-MED-02-0208  
1074-01  
K31617

A. SCHOOL CALENDAR

Prior to the circulation of alternate calendars the Superintendent will obtain input from LCCTA members.

The Superintendent will provide the Association with alternate calendars so that the Association may indicate its preference. The Association will be given at least five (5) school days in which to circulate such calendar options and otherwise assess the preference of the certified/licensed staff.

For the purposes of calamity days, any student instruction hours over 1001 will be used for calamity day calculations.

B. SCHOOL YEAR

1. The work-year for staff members, unless on extended time contracts, shall not exceed one hundred and eighty four (184) days.
2. Included in the one hundred eighty four (184) days shall be the following:
  - a. 180 student contact days
  - b. Two (2) teacher workdays—one (1) workday at the beginning of the school year, and one (1) at the end of the school year.
  - c. Two (2) days designated as Professional Development activities planned by the District Leadership Team (DLT).

C. SCHOOL DAY

1. The school day for all full time teaching employees shall be 7.5 hours (7:30 a.m. – 3:00 p.m.) inclusive of a daily duty-free 30 minute lunch period for each teacher. If all members of the team agree, the team may propose to the principal an alternative to the 7:30 a.m. arrival time. Building staff meetings will average no more than two (2) per month. Adjustment of an individual teacher's day for scheduling of a class on a flextime basis may be done with agreement between teacher and principal.
2. On parent teacher conference days staff members shall provide recommendations on the working hours not to exceed fifteen (15) hours in a two (2) day period.

D. TEACHER WORK DAYS

On the first teacher work day no more than two (2) hours will be used for building staff meetings. The rest of the time will be reserved to permit teacher preparation of classrooms and/or materials. The other days will be for work/planning, grading, or other preparations; individual check-out meetings shall include general meeting(s) of the faculty as designated by the principal.

E. NOTICE FOR SCHOOL CLOSING/DELAYS

A decision to close or delay a school day shall be communicated by the Superintendent to KQ 1074-01 media to announce. Unit members shall not be required to report for duty if their building is closed.

In the event that the board extends the school day after the calamity time bank has been used (pursuant to board policy EBCA), bargaining unit members having appointments on said days who would otherwise have to use sick leave or personal leave to maintain their scheduled appointments will be excused from school early up to a maximum of one hour prior to the student dismissal time. Those bargaining unit members needing the early dismissal shall not suffer any loss of pay nor be charged any use of leave. Bargaining unit members who do not have scheduled appointments may leave after students are dismissed.

In the event of school delays, extended days, or planned early dismissals, all high school class periods shall meet a minimum of twenty (20) minutes, with student contact time equalized as much as possible.

All scheduled vacations on the school calendar shall remain in effect and make-up days shall be added at the end of the school year.

F. COLLABORATION/PROFESSIONAL DEVELOPMENT TRAINING

1. The Building Leadership Team (BLT) and the District Leadership Team (DLT) would be responsible for the planning and scheduling of all in-service programs. Staff members shall be provided with the topic of the in-service three (3) days prior to the in-service. One representative from each Building Leadership Team (BLT) and the District Leadership Team (DLT) will jointly implement the plan.
2. Professional Development days will be scheduled on the second Wednesday of the month. The following requirements/items will be included:
  - a. Collaboration/Professional Development time will be two (2) hours on delayed start days.
  - b. The student day will be delayed two (2) hours on the second Wednesday of each scheduled month.
  - c. Results of collaboration meetings shall be communicated to the Building Leadership Team (BLT) in a manner to be determined by the Building Leadership Team (BLT).

G. GRADE PREPARATION

Prior to the date of grade submission for the first three (3) grading periods, the administration will provide two (2) full teacher days to allow teachers time to prepare and submit grade averages.

H. GRADING PERIODS

Grades will be issued at nine (9) week intervals to elementary, junior, and high school students. Interim reports will be issued to all students who are achieving at a less than average or satisfactory level as defined by the Board-adopted grading policy. Interim reports shall not be due on the first day following Thanksgiving and spring vacations.

I. CLASS SIZE

Class size shall be equalized as much as possible, with built in flexibility to take into consideration high needs students, preps, and duties.

J. EMERGENCY PERIOD SUBSTITUTES

In the event regular substitutes are not hired, professional staff members may volunteer to serve as period substitutes during their regularly scheduled preparation periods.

1. Requests for period substitutions shall be made as far ahead as possible.
2. Substitution shall be made within the professional staff member's department and/or grade level when possible.
3. Requests for period substitutes shall be distributed as equally as possible among professional staff members desiring to substitute.
4. In the event no voluntary period substitutes are available, the principal may require a professional staff member to serve as a period substitute so as to provide supervision of all classes.
5. Classroom teaching staff who volunteer or are required to substitute on an emergency period basis as provided herein shall be compensated at a rate of \$7.50 per class per period.
6. Elementary classroom teaching staff (K-5) who volunteer or are required to cover the students of another teacher (in such cases where a substitute teacher is unavailable) shall receive the substitute teachers' rate of pay as adopted by the Liberty Center Local Board of Education. If more than one teacher covers the class, the substitute pay shall be divided among those teachers covering the class.

Substitutions will be made within the same grade level when possible. The building principal will determine how the absent teacher's students will be covered for the day. The total amount paid to substitutes for one day's teacher absence is the daily substitute rate.

7. Guidance counselors will only be used as the last alternative.

K. DRESS AND GROOMING GUIDELINES

All employees shall dress in good taste to promote a professional image for the school.

1. Except for physical education classes, field trips and work days, staff will not be permitted to wear shorts while performing their regular school duties during the school day.
2. Staff members shall dress neatly and maintain good personal hygiene.
3. Staff members will not be allowed to wear blue jeans while performing their regular school duties during the school day. Blue jeans are permitted on teacher workdays and on field trips or any unusual circumstances that have been pre-approved by the building principal. If it is deemed appropriate by the Superintendent, then he/she will issue a memo regarding the wearing of blue jeans on an in-service day.

It is the responsibility of the entire staff to promote a good professional image during school hours and at all school functions.

L. DUTY FREE LUNCH PERIOD

Each staff member employed by the Board of Education of a school district shall be granted at least thirty (30) minutes for lunch each school day, during which time he/she shall not be required to perform any school activity.

Duties shall be assigned to the entire staff on a rotational basis in a fair and equitable manner. Staff members who wish to leave the school during their 30-minute lunch period shall notify the principal or duty personnel prior to leaving.

M. ASSOCIATION REPRESENTATION IN THE SELECTION OF ADMINISTRATIVE CANDIDATES

When a new administrator is being sought, the Association may be invited to appoint a representative from the elementary staff, the junior high school staff, the high school staff, and its executive committee to participate in the administrative selection process.

N. BUILDING ACCESS

Building keys and/key cards will be made available to all teaching staff members. Each bargaining unit member will be provided a set of keys and/or key card that will give them access to the building, their classroom and a copier/printer. The staff member will pay to replace lost sets of keys at a cost of \$100.00 or a key card at a cost of \$10.00.

O. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

The Local Professional Development Committee (LPDC) shall be formed for the Liberty Center Local School District in compliance with the appropriate provisions of the Ohio Revised Code. The rights, benefits and privileges granted by Senate Bill 230 shall be in effect.

The LPDC shall have a district level scope. It shall consist of three (3) teachers and two (2) administrators for a total of five (5) members. The exclusive bargaining representative (LCCTA) shall have discretion in choosing the three (3) teacher members to serve on the LPDC. In the case of administrator plan review, the committee shall be made up of a majority of administrators. The Superintendent will designate the two (2) administrative personnel to serve on the LPDC. LPDC members will serve for a three (3) year term provided they remain employed by the Board. Teaching vacancies shall be filled by designation of the exclusive bargaining representative (LCCTA). The Superintendent shall appoint members to fill administrative vacancies.

Meetings shall be scheduled at least quarterly. Additional meetings may be scheduled as decided by a majority of the members. All meetings shall take place outside normal student instructional hours at the convenience of committee members. The members shall be paid a stipend of \$20 per hour for work performed outside their contractual working hours. The committee will promulgate by-laws, procedures and policies to be recommended for adoption by the Board of Education. Such procedures must include an appeals process and process for the conduct of elections.

The committee's responsibilities shall include, but not be limited to, approval of Individual Professional Development Plans for certified employees, development and approval of all district or building professional development activities, approval of C.E.U.s, coursework, workshops, in-service, or any other activity that could be used for professional growth credit.

P. MASTER TEACHER PROGRAM

If the district decides to participate in the Master Teacher Program, or similar program, the following will govern the program and committee.

1. To establish a Master Teacher Committee for the purpose of designating teachers in the building/district as a Master Teacher.
2. The committee shall be odd-numbered and shall be comprised of a majority of practicing teachers with a maximum of five (5) total members. The Association will choose its members for the Committee in accordance with Association and/or Standards Board guidelines.
3. The Master Teacher Committee shall determine the time, location, and number of committee meetings with a maximum of twelve (12) meetings per year. The Master Teacher Committee members shall be provided release time or be compensated on the same basis as the LPDC pursuant to the Collective Bargaining Agreement.
4. The Master Teacher Committee members shall jointly establish its Plan of Operation for the appropriate designation of a Master Teacher, including but not limited to, the application and review processes, the dissemination of general information to local association members, and the appeal procedure.
5. The Association shall determine the length of the term of office for the local Association members serving on the Master Teacher Committee.
6. The Master Teacher Program is a voluntary process.
7. Under no circumstances is the involvement in the activities of the Master Teacher Program to be used for adverse employment decisions by the employer.
8. Nothing in the Master Teacher process shall have an adverse impact on the educator's performance evaluation as established in the Collective Bargaining Agreement as the feedback from the Master Teacher Committee is strictly for professional growth purposes.
9. In the event of an in-term vacancy or removal, the teacher member shall be replaced by the Association in accordance with Association guidelines.
10. As determined by the committee and approved by the administration, the Association Master Teacher Committee members shall be provided on-going training by the employer, at Board expense, to ensure consistent application of the Master Teacher criteria.
11. The Master Teacher Committee shall be provided with reasonable equipment, paper, and other materials necessary to perform its duties, as well as adequate and secure space for the safe and secure storage of records, files and any other work and material requiring storage and/or file space.
12. The Master Teacher Committee appeals procedure is not subject to the grievance/arbitration procedure outline in the Collective Bargaining Agreement. Issues for appeal are limited to procedural matters in Master Teacher Committee appeals process.

Q. EXTRA EDUCATIONAL SUPPLIES ALLOTMENT

The School Board agrees to appropriate \$165 per teacher for educational supplies to be used in the classroom. The educational supplies are to be purchased by the teacher with receipts presented to the treasurer for reimbursement. The teachers' appropriations are not to be used for classroom/food treats and are in addition to normal educational supplies requisitioned through the building principal. Reimbursement checks will be issued three (3) times a year (beginning of the year and at the end of each semester).

R. TUITION WAIVER

The Board of Education agrees to allow non-resident bargaining unit members who have submitted the appropriate application, the right to have their children attend Liberty Center Schools tuition free. Application must be submitted to the superintendent by May 1 of each year. Non-resident bargaining unit members are asked to submit the Liberty Center Open Enrollment application to meet this requirement. The application must comply with the district open enrollment regulations. The application must also meet the following criteria:

1. Students will only be accepted if class size enrollment does not exceed accepted levels and additional staff is not required.
2. Non-resident bargaining unit members who have submitted the appropriate application will have priority over all new open enrollment students.

Staff members shall be notified in writing by July 30 of their acceptance or denial.

ARTICLE IX  
OTHER PROVISIONS

12-10-14  
14-MED-02-0208  
1074-01  
K31617

A. MANAGEMENT RIGHTS

The Association recognizes that the Board is the duly elected body charged by law with the authority and responsibility to establish the educational and other policies of the Liberty Center Local School District and is further charged by law with the authority and responsibility to establish the rules and regulations by which the District shall be governed. Accordingly, subject only to the limitations specifically set forth in this Agreement or as set forth by law, the Association recognizes that the Board retains all of its statutory authority including but not limited to the authority and responsibility with respect to the management, supervision and control of the Liberty Center Local School District, including the right to employ, direct, assign, evaluate, terminate, non-renew, promote, demote, layoff and transfer employees; the right to establish and amend from time to time policies, rules and regulations not inconsistent with the provisions of this Agreement which are to be applicable to and observed by the employees; the right to determine, in accordance with law, the school calendar, the hours of the school day, the beginning and end of the school day, class size, pupil/teacher ratio and curriculum changes; and to determine all other matters and to exercise all other rights, with respect to the control and administration of the school district which are reposed by law in the Board and at the discretion of the Board.

B. NO STRIKE

Neither the Association, nor its agents, nor any bargaining unit member shall strike or engage in any slowdown, withholding of services or concerted activities designed to interfere with the normal operations of the school district during the term of this Agreement.

C. IN TERM BARGAINING

When in term bargaining is necessary pursuant to ORC 4117, the Association shall meet with the Administration for the purpose of such required bargaining within two (2) work days of such request.

D. AMENDMENT

This Agreement may be altered, deleted from, added to, or otherwise modified only through voluntary mutual consent of both parties in a written, signed amendment to this Agreement except that either party may, by request, open negotiations whenever there has been a change that affects wages, hours, or terms and conditions of employment. The submission of requests and subsequent negotiations for amendments following mutual agreement to amend and/or requests to reopen as set forth above shall be conducted in accordance with the negotiations procedures herein except that request for amendments and/or such reopening may be made at any time by either party. All such amendments shall be considered finalized upon ratification by the Board and the Association.

E. SEVERABILITY

The terms of this Agreement shall not apply where inconsistent with constitutional, statutory, or other legal provisions. If any provision of this Agreement is found to be contrary to law by the Supreme Court of the United States, or by any court having jurisdiction over Liberty Center Local School District from whose judgment or decree, no appeal has been taken within the time provided for doing so, such provision shall be null and void. However, the remainder of the Agreement shall remain in full force and effect. The parties of agreement shall meet within fifteen (15) school days to negotiate substitute provisions provided, however, that said substitute provisions shall not limit or such negotiations do not resolve the matter within twenty-one (21) school days thereafter, the normal impasse procedures will be used. Upon agreement and ratification by the parties, substitute provisions shall be incorporated into

12-10-14

this Agreement by written and signed amendments by the parties hereto. For such cases, all the provisions of this Agreement shall remain in effect for the duration of the contract, except in those sections where a shorter duration is specified.

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**F. DURATION OF AGREEMENT**

This Agreement shall be effective as of September 1, 2014, and, except as may be amended or modified pursuant to the provisions herein, shall remain in full force and effect through August 31, 2017. On or before April 1, prior to the expiration of this Agreement or specified provisions hereof, the parties shall begin negotiations for a new Agreement.

ARTICLE X  
FAIR SHARE FEE

12-10-14  
14-MED-02-0208  
1074-01  
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A. PAYROLL DEDUCTION OF FAIR SHARE FEE

The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Liberty Center Classroom Teachers' Association 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 shall be transmitted by the Association to the Treasurer of the Board on or about September 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 with the first payroll period following thirty (30) days after receipt of the financial disclosure information by the fair share payer.

2. Termination of Membership During 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.

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 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 the State 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.

NEGOTIATED AGREEMENT

Signature Page

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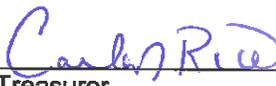
Liberty Center Classroom Teachers'  
Association

Liberty Center Board of Education

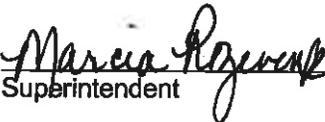
  
\_\_\_\_\_  
President Date 11/21/2014

  
\_\_\_\_\_  
President Date 11/24/14

  
\_\_\_\_\_  
Treasurer Date 11/21/2014

  
\_\_\_\_\_  
Treasurer Date 11/24/14

  
\_\_\_\_\_  
Negotiations Chairperson Date 11/21/2014

  
\_\_\_\_\_  
Superintendent Date 11/24/14

**Informal Grievance Discussion Report**

Date: \_\_\_\_\_ 12-10-14  
14-MED-02-0208  
1074-01  
K31617

Brief Description of Issue Discussed as Possible Grievance:

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Signature of Administrator

\_\_\_\_\_  
Date Signed

LIBERTY CENTER LOCAL SCHOOL DISTRICT GRIEVANCE REPORT FORM: LEVEL II Number 12-10-14

Confirmation of Filing Date: 14-MED-02-0208  
Assoc. Pres. 1074-01  
Principal K31617

Name of Grievant \_\_\_\_\_  
Date Filed with Principal \_\_\_\_\_

Article and Section of Alleged Violation \_\_\_\_\_  
Date of Alleged Violation \_\_\_\_\_

Statement of Grievance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Relief Sought: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Grievant(s) \_\_\_\_\_

Date Signed \_\_\_\_\_

Disposition by Principal \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Principal \_\_\_\_\_

Date Signed \_\_\_\_\_

- Principal's Copy
- Superintendent's Copy
- Association's Copy

If any space provided is insufficient, addenda may be affixed to this report. Grievance number, date, and signature should be placed on any addenda.

LIBERTY CENTER LOCAL SCHOOL DISTRICT GRIEVANCE REPORT FORM: LEVEL III Number 12-10-14  
Confirmation of Filing Date: 14-MED-02-0208  
Name of Grievant \_\_\_\_\_ Date Referred To Mediation \_\_\_\_\_  
Assoc. Pres. 1074-01  
Superintendent K31617

Article and Section of Alleged Violation \_\_\_\_\_ Date of Alleged Violation \_\_\_\_\_

Statement of Grievance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Relief Sought: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Grievant(s) \_\_\_\_\_

Date Signed \_\_\_\_\_

Disposition by Superintendent \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Superintendent \_\_\_\_\_

Date Signed \_\_\_\_\_

- Superintendent's Copy
- Superintendent's Copy
- Association's Copy

If any space provided is insufficient, addenda may be affixed to this report. Grievance number, date, and signature should be placed on any addenda.

LIBERTY CENTER LOCAL SCHOOL DISTRICT GRIEVANCE REPORT FORM: LEVEL IV Number 12-10-14

Confirmation of Filing Date: 14-MED-02-0208

Name of Grievant \_\_\_\_\_  
Date Referred To Arbitration \_\_\_\_\_

Assoc. Pres. 1074-01  
Superintendent \_\_\_\_\_  
Treasurer K31617

Article and Section of Alleged Violation \_\_\_\_\_

Date of Alleged Violation \_\_\_\_\_

Statement of Grievance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Relief Sought: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Grievant(s) \_\_\_\_\_

Date Signed \_\_\_\_\_

- Principal's Copy
- Superintendent's Copy
- Association's Copy

If any space provided is insufficient, addenda may be affixed to this report. Grievance number, date, and signature should be placed on any addenda.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
LIBERTY CENTER LOCAL SCHOOL DISTRICT BOARD OF EDUCATION  
AND THE  
LIBERTY CENTER CLASSROOM TEACHERS' ASSOCIATION**

12-10-14  
14-MED-02-0208  
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This Memorandum of Understanding is entered into by and between the Liberty Center Classroom Teachers' Association (hereafter referred to as "Association") and the Liberty Center Local School District Board of Education (hereafter referred to as "Board of Education") and shall become effective upon execution by all parties.

**WHEREAS**, the Board of Education and Association are parties to a collective bargaining agreement the effective dates of which are 9/1/14 and 8/31/17;

**WHEREAS**, the Agreement contains provisions regarding the evaluation of teachers and the reduction in force of teachers;

**WHEREAS**, the parties wish to supplement the Agreement.

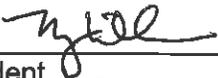
**NOW, THEREFORE**, the parties agree to the following provisions:

1. Credentials of evaluators must have a current Ohio Department of Education OTES credentials and be employed by the District as a licensed administrator.
2. The timelines and frequency for observations and evaluations for OTES evaluated teachers and non-OTES teachers shall be as set forth in Ohio Revised Code sections 3319.111 and 3319.112, and this memorandum of understanding. The first observation shall occur no later than January 15<sup>th</sup>, the second observation shall be completed no later than April 1<sup>st</sup> and the third observation, if it is to be completed, no later than April 15<sup>th</sup>. A pre-observation conference may be held at least one (1) work day before each formal observation. Any additional pre-observation conferences may be by mutual agreement. A post observation conference may be held within ten (10) work days after each formal observation unless mutually waived by the administrator and teacher. The post observation form may be provided to the teacher within ten (10) work days of the post observation conference. If a teacher requests a Pre or Post Conference it shall be held. Observations shall not occur on the day immediately before or after a holiday period. Excepting walkthroughs, all monitoring and observations shall be conducted openly with the full knowledge of the teacher.
3. Walkthroughs will be utilized for OTES teachers. The walkthroughs shall be documented through the OTES/Evaluation Committee designed walk through tool. There will be a minimum of two (2) but no more than ten (10) documented walkthroughs for OTES teachers. The administrator will provide the member with feedback no later than seven (7) work days after the walk through. Nothing herein should be construed to prohibit administration from informally observing teachers.
4. Teachers may attach a written response to the observation or evaluation, which will be included in the personnel file.
5. Any evaluation policy changes to Board Policy Evaluation of Certified Staff (GCN-1/AFC-1) will be upon the recommendation of the evaluation committee that have been ratified by both. Only necessary legal updates will be reflected and included in the MOU upon approval at the November 17<sup>th</sup>, 2014 Board Meeting.

This Memorandum shall become effective upon ratification by LCCTA and the Board.

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**Liberty Center Classroom Teachers' Association**

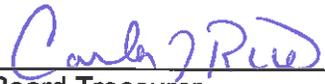
By:   
President

Date: 11/21/2014

**Liberty Center Local School District Board of Education**

By:   
Board President

Date: 11/24/14

By:   
Board Treasurer

Date: 11/24/14