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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

LIBERTY UNION-THURSTON
BOARD OF EDUCATION

AND

LIBERTY UNION-THURSTON
EDUCATION ASSOCIATION

JULY 1, 2015 - JUNE 30, 2018

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ARTICLE 1

RECOGNITION

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

ARTICLE 2

BARGAINING UNIT

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

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

ARTICLE 3

GRIEVANCE PROCEDURE

SECTION 1. GENERAL

- A. A grievance is an alleged violation, misinterpretation, or misapplication of a provision in this Agreement.
- B. A grievant may be an individual unit member or the Association. Grievance must also be signed by the Association President.
- C. A "day" during the school year shall mean a day school is in session; a "day" during summer break shall mean a scheduled day that the Board of Education office is open for business.
- D. No reprisal or recrimination shall be taken against any unit member for using this grievance procedure.
- E. The Association has the right to have a representative present at all hearings provided for in this procedure. By mutual agreement of the Superintendent and the Association President, the Board, the Association or both may have more than one (1) representative at grievance hearings.
- F. A unit member has the right to have an Association representative present at all hearings provided for in this procedure. By mutual agreement of the Superintendent and the Association President, the Board, the Association or both may have more than one (1) representative at grievance hearings.
- G. Time limits stated are maximum and can only be extended by written mutual agreement of the parties.
- H. A grievance may be withdrawn at any time without prejudice.

- I. The grievant must be present at all hearings provided for in this procedure, except for a grievance filed by the Association. A minimum of two (2) Association members shall be present at all hearings for grievances filed by the Association.
- J. Failure of the grievant to comply with timelines will be cause for the grievance to be dismissed.
- K. Failure of an administrator to comply with timelines will be cause for the relief sought to be granted.

SECTION 2. PROCEDURAL STEPS

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

- B. **INITIAL FILING**

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

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

- C. **PRINCIPAL'S LEVEL**

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

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

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

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

- D. **SUPERINTENDENT'S LEVEL**

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

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

E. **BOARD'S LEVEL**

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

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

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

F. **ARBITRATION**

1. The Association President, or his/her designee, and Superintendent, or his/her designee, shall have five (5) days from receipt of the intent to arbitrate to agree to an arbitrator. If agreement is not reached within that time, the Association may submit a demand for arbitration to the American Arbitration Association (AAA) to obtain an arbitrator in keeping with its voluntary rules and regulations.
2. The arbitrator shall hold hearings to obtain facts and information necessary to make his/her findings. The arbitrator's authority shall be limited to deciding only one (1) issue per hearing unless otherwise agreed to by both parties. The arbitrator shall be without authority to add to, amend, modify, delete, or abridge any term of this agreement. The award shall be binding on the parties.
3. Costs of the arbitrator shall be borne by the party that does not prevail. This will be determined by the arbitrator. In case the arbitrator cannot determine a prevailing party, he shall assess the costs equally to the Board and the Association.

ARTICLE 4

**BOARD OF EDUCATION RIGHTS AND RESPONSIBILITIES
AND ASSOCIATION RIGHTS**

BOARD OF EDUCATION RIGHTS AND RESPONSIBILITIES

The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio and of the United States, including, but without limiting the generality of the foregoing, all of the rights identified in Section 4117.08 of the Ohio Revised Code.

ASSOCIATION RIGHTS

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

The Association shall be granted the following privileges:

A. **USE OF SCHOOL FACILITIES**

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

B. **USE OF SCHOOL EQUIPMENT**

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

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

C. **USE OF INTERNAL COMMUNICATIONS SYSTEM**

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

D. **INFORMATION CONCERNING BOARD MEETINGS**

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

E. **INFORMATION CONCERNING BOARD POLICY**

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

F. **INFORMATION OF PUBLIC RECORD**

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

G. **BOARD MEETING PARTICIPATION**

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

H. **GENERAL TEACHERS' MEETING**

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

I. **TRANSACTION OF ASSOCIATION BUSINESS**

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

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

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

L. **INDIVIDUAL RIGHTS**

1. Neither the Board/Administration nor the Association shall discriminate against bargaining unit personnel on the basis of race, color, creed, age, national origin, sex, sexual orientation, gender identity, religion, handicap, or for the exercise of rights protected by the laws and Constitution of the United States and the laws and Constitution of the State of Ohio. The Board fully recognizes all

personal rights and freedoms granted unit members by the Constitution and will abide by all laws that pertain to the unit members it employs.

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

ARTICLE 5

PERSONNEL FILE

- A. There will be established and maintained two (2) official personnel files on each bargaining unit member. One file will be the official personnel file and the other for the LPDC information only. The files will be maintained in the Office of the Superintendent. The unit member shall receive a hand-delivered copy of any material placed in his/her files at or before the time of placement. The personnel files shall contain only items relating to work performance, discipline, and routine financial or personnel data and hiring information.
- B. Access to the official personnel files shall be available during regular office hours to the employee upon written request to the Superintendent or his/her designee. The review of such personnel files shall be in the presence of the Superintendent or his/her designee. Neither the files nor any part thereof shall be removed from the Superintendent's offices. No more than one (1) unit member may request to inspect his/her file during his/her free time or free period.
- C. Any other person, excluding the Superintendent, his/her designee, the Board as a unit, the Board's legal counsel, the unit member's immediate supervisor, unit member's representative and/or legal counsel, and central office personnel responsible for maintaining the files, shall not be granted entrance, or review of the files without notice to the unit member. The notice shall include the name, address, telephone number, name of their attorney and specific reasons for request, if available.
- D. Each member of the bargaining unit shall have the right to dispute the accuracy, relevancy, timeliness or completeness of information in writing contained in the files.
- E. Each member of the bargaining unit shall have the right to request in writing that such disputed materials be removed from the files. Such request shall specifically identify the material objected to and the basis for the dispute. When such a challenge is made, a reasonable investigation of the disputed information will be conducted by the Superintendent or his/her designated representative(s). Any information which cannot be verified or is found to be inaccurate or untimely by the Superintendent or an arbitrator will be deleted and/or corrected.
- F. Should it be determined that the disputed information should not be removed, the disputant will be permitted to include in the files a brief written statement of his/her position and a notation that the disputant protests that the disputed information contained in his/her files is inaccurate, irrelevant, outdated, or incomplete.

- G. All materials placed in the personnel files of a bargaining unit member shall be stamped as to the date the item was placed in the files and signed by the supervisor of the bargaining unit member. No anonymous documents shall be included in the personnel files of the bargaining unit member.
- H. If a unit member believes that any material included in his/her personnel files is derogatory to his/her conduct, service, or character, he/she shall have the right to respond to it in writing and have a copy of such written response attached to the material in the official files.
- I. Any disciplinary materials placed in the personnel files of a unit member shall not be considered for future disciplinary action after three (3) years, provided that the member has not received any other same or similar discipline in the intervening three-year period.
- J. The unit member may submit letters of merit, which shall be placed in his/her personnel files.
- K. A unit member may make one copy of all materials placed in his/her personnel files once during the term of this contract at no charge. Additional copies will be at five cents (5¢) per copy.

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

ARTICLE 6

PHYSICAL EXAMINATIONS AND COMMUNICABLE DISEASES

A. NONDISCRIMINATION

- 1. A unit member who has been exposed to or who contracts a chronic communicable infectious disease shall be treated no differently than a unit member with any other life threatening, contagious medical disability/illness.
- 2. No unit member shall be subjected to indiscriminate testing by the Board of Education for a chronic communicable/infectious disease. All testing, if performed at all, shall be performed only based on a reasonable belief that the unit member may have a communicable/infectious disease and to ensure the safety of students and other school personnel. All costs related to any testing or medical evaluation shall be borne by the Board.
- 3. The Board shall not discharge any unit member nor otherwise discriminate against any unit member with respect to wages, hours, terms or other conditions of employment on the basis of the fact that such unit member has contracted a chronic communicable/infectious disease, as determined by law.

ARTICLE 7

PERFORMANCE EVALUATION

I. PERFORMANCE EVALUATION FOR NON-OTES UNIT MEMBERS

- A. The purposes of unit member performance evaluation are as follows:
 - 1. To provide a sound basis for unit member improvement.
 - 2. To provide an objective measure of unit member effectiveness.

3. To guide administrative decisions regarding unit members' continued employment in the district. In the event the Board intends not to re-employ a limited contract unit member, the Board agrees to follow the procedures for non-renewal set forth in R.C. Chapter 3319 (HB 330). It is the intent of the parties to this agreement that the evaluation procedures set forth in this article shall supersede the evaluation procedures contained in Ohio Revised Code Chapter 3319. Upon request of the unit member, the Board shall provide a written statement describing the circumstances leading to non-renewal.
- B. Evaluation is the responsibility of the Administration. Evaluating Administrators must hold contracts in accordance with ORC § 3319.111 with a certificate valid for supervising. Unless both parties agree otherwise, unit members shall be evaluated only by Liberty Union-Thurston Local School District Administration who must be trained and certified as evaluators by the State of Ohio. Evaluations shall be conducted in an open, fair and uniform manner in keeping with the following:
1. Evaluations shall be based on first-hand observations of work performance which have been conducted openly and with the knowledge of the unit member. Evaluations shall be recorded on a standard system-wide evaluation form for non-OTES unit members (Appendix F).
 - a. Unit members new to the district shall be considered on probationary status each of the first two (2) years while on a limited contract. A new unit member shall be observed and given a written evaluation at least once each semester with a conference to be held after each written evaluation.
 - b. Limited contract unit members shall be evaluated at least once every year.
 - c. Continuing contract unit members shall be evaluated at least every two (2) years.
 - d. If a unit member is not evaluated in any given year, the presumption is that the unit member's performance for that year is rated at "acceptable" or at the previous evaluation level, whichever is greater, according to the evaluation form.
 2. The Administrator must schedule a conference with the unit member within seven (7) working days each time an observation is completed, for the purpose of discussing noted strengths and weaknesses with the unit member.
 - a. When an administrator notes an area of refinement, he/she shall make written suggestions to assist the unit member.
 - b. If the work of a unit member has not been satisfactory, the administrator must, at the time of the conference, give written indication of the areas of weakness and the plans he/she has made to help the unit member improve. The unit member will be given a reasonable and specific amount of time to show improvement and will be evaluated again at the end of the time period.
 - c. If the unit member disagrees with an administrator's comment on the unit member's evaluation form, the unit member shall have the right upon request to include or attach a written statement regarding the disagreement to the evaluation form. This statement must be signed and dated by the unit member and the administrator within five (5) working days of the evaluation conference. The administrator's signature on the unit member's statement indicates only receipt of the statement.
 - d. The original evaluation form shall be signed and dated by the unit member and the administrator conducting the evaluation. The unit member's signature indicates only receipt

of a copy and does not indicate he/she necessarily agrees with the content in part or in whole.

- e. The original evaluation form will be placed in the unit member's personnel file and a copy will be given to the unit member and one (1) copy will be retained by the principal.
 - f. No evaluations/observations will be scheduled on the day before Christmas vacation or the last day of the school year; but, this does not preclude disciplinary action in accordance with Article 36.
- 3. A copy of the district evaluation form will be included in the contract and provided to the unit members.
 - 4. The Administrator making an observation shall complete an evaluation form and hold a conference with the unit member.
 - 5. The evaluation procedures and requirements set forth in this Article shall supersede the evaluation procedures and requirements set forth in state law. Notwithstanding the provisions of the preceding, after a bargaining unit member is non-renewed all bargaining unit members will be entitled to all non-renewal procedural rights of state law.
 - 6. Association business conducted by Association officers/representatives will not be considered in the evaluation of such persons.

II. PERFORMANCE EVALUATION FOR OTES UNIT MEMBERS

- A. The purpose of teacher evaluations is as follows:
 - 1. To serve as a tool to advance the professional learning and practice of teachers individually and collectively in LU-T schools.
 - 2. To inform instruction.
 - 3. To assist teachers and administration in identifying and developing best educational practices in order to provide the greatest opportunities for student learning growth.
 - 4. To guide administrative decisions regarding unit members' continued employment in the District.
- B. The teacher evaluation procedure contained in this agreement applies to the following employees of the district:
 - 1. Teachers working under a license issued under sections 3319.22, 3319.26, 3319.222, or 3319.226 of the O. R. C. who spend at least fifty percent (50%) of their time providing student instruction.
 - 2. Teachers working under a permanent certificate issued under section 3319.222 of the O. R. C. as it existed prior to September 2003 who spend at least fifty percent (50%) of their time providing student instruction.
 - 3. Teachers working under a permanent certificate issued under section 3319.222 of the O. R. C. as it existed prior to September 2006 who spent at least fifty percent (50%) of their time providing student instruction.

C. Evaluation and SLO Committees for teacher evaluation shall be developed under the following conditions:

1. Unit members may serve on the committee on a voluntary basis.
2. The committee shall be responsible for reviewing and recommending changes in procedures and process, including the evaluation instrument for teacher evaluation.
3. The committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.
4. If there is legislative action by the Ohio General Assembly that impacts this topic, the parties to this agreement shall discuss this topic to determine whether adjustments are appropriate during the term of this agreement. The implications of changes made to the O. R. C. regarding evaluation may be bargained without opening the entire negotiated agreement.

The following matrix will be used to determine the SLO portion of the final summative rating.

SLO Scoring Matrix		
Percentage of students that met or exceeded growth target	Descriptive Rating	Numerical Rating
90-100	Most Effective	5
80-89	Above Average	4
70-79	Average	3
60-69	Approaching Average	2
59 or less	Least Effective	1

D. Evaluation is the responsibility of the Administration. Evaluating Administration must be credentialed evaluators in accordance with ORC 3319.111. Unit members shall be evaluated by individuals who have been approved by the Liberty Union-Thurston School District Board of Education and who are credentialed as provided in R.C. 3319.111. The list of Board-approved evaluators shall be provided to the LUTEA at the beginning of the school year.

1. Evaluations must include a minimum of two (2) observations consisting of a minimum of thirty (30) consecutive minutes and a minimum of two (2) walkthroughs. Unit members who are in the final year of a limited contract and who are under consideration for nonrenewal shall have a minimum of three (3) observations and a minimum of two (2) walkthroughs. Evaluations must be completed by May 1st and the final evaluation report provided to the unit member by May 10th. Unit members' evaluations shall be comprised of fifty percent (50%) performance and fifty percent (50%) student growth measures.
2. Unit members who are rated "Accomplished" may be evaluated once every three (3) years, provided that the unit member's student growth measures for the most recent year are at least average and provided that, in the years in which the unit member is not formally evaluated, he/she has one (1) observation and one (1) conference.
3. Unit members who are rated "Skilled" may be evaluated once every two (2) years, provided that the unit member's student growth measures for the most recent year are at least average and provided that, in the years in which the unit member is not formally evaluated, he/she has one (1) observation and one (1) conference.

4. The District may elect not to conduct an evaluation of unit members who have provided written notice of their retirement that has been accepted by the Board by December 1st of the year in which they intend to retire. The District may elect not to conduct an evaluation of unit members who are absent for fifty percent (50%) of more of the school year.
5. The parties agree that ODE's OTES Model shall be used for evaluations, including the OTES forms. Unit members shall develop either a Professional Growth Plan or an Improvement Plan. Unit members whose student growth measures are below average and/or whose overall rating is Ineffective must develop an Improvement Plan. All other unit members must develop a Professional Growth Plan.
6. If a unit member disagrees with an administrator's comment on the unit member's evaluation form, the unit member shall have the right to make a written statement regarding the disagreement to the evaluation form and to have it attached to the evaluation report to be placed in the employee's personnel file. A copy of the response shall be signed by both the member and the evaluator and a copy will be provided to the employee. The administrator's signature on the unit member's statement indicates only receipt of the statement.

ARTICLE 8

INDIVIDUAL CONTRACTS

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

A. LIMITED CONTRACTS

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

B. CONTINUING CONTRACTS

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

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

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

ARTICLE 9

REDUCTION IN FORCE

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

Reduction in force shall be in accordance with the provisions of Ohio Revised Code Section 3319.17 and shall be for one or more of the following reasons:

1. A decline in enrollment;
2. A return to duty of a unit member from leave of absence;
3. The suspension of schools;
4. Territorial changes affecting the District;
5. Financial reasons.

A. **SENIORITY LIST**

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

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

hundred twenty (120) days in a school year, does not constitute a "return" within the meaning of this Article.

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

B. ATTRITION

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

C. SUSPENSION OF CONTRACTS

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

D. REDUCTION IN FORCE

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

1. Before implementing a reduction in force, the Board shall give written notice to the Association, through its President, of its intent to affect a reduction in force. The Association shall be given the opportunity to address the Board in an open meeting during the next regularly scheduled meeting for the purpose of presenting, both orally and in writing, its views on the proposed reduction in force.
2. The Board shall proceed to suspend contracts in accordance with the recommendations of the Superintendent. Affected unit members shall be given written notice thirty (30) days prior to Board action of the Board's intent to suspend the contract or no later than May 15th. Within each area of certification affected by the reduction in force, contracts shall be suspended pursuant to the recommendations of the Superintendent who shall give preference to those unit members who have been rated higher on their final summative evaluations and, within each final summative evaluation rating, to those unit members who have continuing contracts. For unit members who have comparable final summative evaluations, preference shall be given based on seniority.

For the 2015-16 school year, all unit members shall be considered comparable except those unit members who are on an Improvement Plan based upon the teacher performance component of the evaluation only. If any reduction in force is implemented during or at the end of the 2015-16 school year, those unit members who are on Improvement Plans and who teach in the teaching field affected by the reduction in force shall be the first to be suspended, giving preference to those having continuing contracts over those having limited contracts..

After the 2015-16 school year, comparable evaluations shall be defined as follows:

- a. Unit members shall be placed in one (1) of three (3) groups for the purpose of a reduction in force, as described below. These groups shall be called "Group One," "Group Two," and "Group Three." Members within each group shall be deemed "comparable," except that members under continuing contracts shall be given preference over all members under limited contracts within the same Group.
 - i. Group One shall be comprised of all members who were rated "Ineffective" on their final summative evaluation using the calculation set forth below;

- ii. Group Two shall be comprised of all members who were rated "Developing" on their final summative evaluation using the calculation set forth below; and
 - iii. Group Three shall be comprised of all members who were rated "Skilled" or "Accomplished" on their final summative evaluation using the calculation set forth below.
 - b. Any reduction in force shall begin with members in Group One, followed by Group Two, and finally, Group Three.
 - c. For the 2015-16 and 2016-17 school years only, the teachers' performance rating only (not including student growth measures) shall determine which group the teacher is in. Thereafter, the teachers shall be placed in the aforementioned groups based upon an average of the three (3) most recent summative ratings calculated as follows:
 - i. Ratings of Accomplished shall equal four (4) points;
 - ii. Ratings of Skilled shall equal three (3) points;
 - iii. Ratings of Developing shall equal two (2) points;
 - iv. Ratings of Ineffective shall equal one (1) point.
 - d. The sum of teachers' most recent three (3) years shall be added together, divided by three (3), and rounded to the nearest whole number to find the "average" rating. The teacher shall then be placed in the appropriate Group based on his/her average rating. For example, a teacher rated Developing, Skilled, and Skilled in the most recent three (3) years would be placed in Group Three ($2+3+3 = 8 / 3 = 2.666$ which is rounded to 3 = Skilled).
 - e. Experienced teachers new to the District shall have their ratings from their prior district used in the calculation. First and second year teachers shall be placed in Group One. Third year teachers shall have their two (2) years' scores from their final summative rating averaged for placement in the appropriate Group.
 - f. Teachers rated Accomplished and who are evaluated once every three (3) years shall be deemed to be Accomplished (i.e., shall receive 4 points) for the years in which they are not formally evaluated. Teachers rated Skilled and who are evaluated once every three (3) years shall be deemed to be Skilled (i.e., shall receive 3 points) for the years in which they are not formally evaluated.
 - g. During implementation of a RIF, no reassignment or transfer shall occur that will cause a more senior unit member to be laid off before a less senior unit member.
 - h. Unit members placed on the RIF list may continue with the District's group insurance policies for the full length of time on the RIF list notifying the Treasurer, in writing, prior to the receipt of their last paycheck, and by paying the full premium on those policies they wish to keep in force, provided that such is consistent with COBRA.
3. Reduction in force shall be implemented at the end of a work year only.
 4. A unit member who is certified in multiple areas and whose contract has been suspended may elect to replace or "bump" another unit member with a lower evaluation rating in an area of certification unaffected by the RIF, or if the other unit member in an unaffected area of certification has a

comparable evaluation rating, he/she may be bumped if he/she has less seniority. The unit member "bumped" must have the lowest evaluation rating and be the least senior unit member in the unaffected area of certification.

5. Unit members whose contracts have been suspended shall be placed on a Reduction in Force (RIF) list. Unit members employed under continuing contracts at the time of contract suspension may remain on the RIF list for a period of five (5) years. Unit members employed under limited contracts at the time of contract suspension may remain on the RIF list for a period of thirty-six (36) months after the contract suspension.
6. A unit member whose name appears on the RIF list shall be recalled when a position becomes available for which he/she is certified (temporary certifications excluded). Within a given area of certification, such offers are to be made in the reverse order of layoff. No new unit members may be employed by the Board while there are unit members on the RIF list who are certified (temporary certifications excluded) for the opening in question. Unit members who have acquired a new area of certification after being laid off shall be considered/interviewed for any vacancy not filled by recall in the area of certification they acquired after they were laid off.
7. The Board shall give written notice of an offer of recall by sending a registered or certified letter to said unit member at his/her last known address. It shall be the responsibility of each unit member to notify the Board of any change in address. The unit member's address, as it appears on the Board's records, shall be conclusive when used in connection with an offer or other notice to the unit member. If a unit member fails to accept the offer of recall in writing within fifteen (15) calendar days, excluding Saturdays, Sundays, and holidays, or within five (5) days, if the offer is delivered within ten (10) days prior to the start of a school year or semester, from the date said offer is delivered at the last known address of the unit member, said unit member shall be considered to have rejected said offer and shall be removed from the RIF list. No unit member whose continuing contract has been suspended shall be removed by the RIF list by reason of having declined recall to a position requiring a lesser percentage of full-time employment than the position the unit member last held while employed in the district.
8. A unit member on the RIF list upon accepting an offer shall return to the system with the same seniority, accumulation of sick leave days, and salary schedule placement as the unit member had at the time of contract suspension.
9. After being removed from the RIF list, a unit member must make application for employment in accordance with established procedures if he/she so desires to be considered for re-employment by the school district.

E. AVAILABILITY OF SENIORITY AND REDUCTION IN FORCE LISTS

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

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

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

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

ARTICLE 10

PROFESSIONAL GROWTH

The Superintendent may approve staff opportunities to attend the following:

- A. One (1) visit per year to other classrooms and other schools.
- B. Conferences, workshops or seminars:

Interested unit members should apply to their principal stating the nature of the meeting, the dates, and the probable cost. Unit members cannot request payment for conference registration and then receive college credit for the conference, workshop, or seminar.

- C. Training in classes and workshops offered within the Fairfield County School District.
- D. The Association shall be granted five (5) days per year for Association-related business, to be used by Association officers, building representatives, or other bargaining unit members designated by the President. Non-Association business meetings attended at the Administration's request will not be included as Association Business Days.

ARTICLE 11

ATTENDANCE AT EDUCATIONAL MEETINGS

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

A. MEETING CLASSIFICATIONS

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

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

B. CONSIDERATIONS AND GUIDELINES

1. It is in the best interests of the school district to be represented at such a meeting. Will the school benefit?
2. The unit member initiating the request is a member of the sponsoring state or national organization. Is the meeting or conference appropriate for the unit member making the request?
3. Necessary expenses are within the resources of the Board as indicated in the Appropriation measure.
4. Under normal circumstances, only one (1) unit member will be permitted to attend any given meeting.

5. Under normal circumstances, a unit member will not be permitted to attend more than one (1) state or national meeting per year. An example of an exception would be to accompany pupils participating in state or national contests. How many meetings has this unit member attended?
6. Requests will be submitted in writing, well in advance, to the building principal. The building principal will forward all requests to the Superintendent.
7. Can suitable arrangements be made for the employee's school responsibilities?

C. **REIMBURSEMENT**

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

ARTICLE 12

TUITION REIMBURSEMENT

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

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

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

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

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

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

The procedure for course approval and payment is as follows:

1. The unit member completes Course Approval Form (Appendix D) and forwards to the building principal for approval. The principal may request a meeting with the unit member regarding the course(s) set forth on the form. The form is forwarded to the Superintendent for approval. The form is forwarded to the Board Treasurer for file.
2. The unit member completes the course(s).

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

BACKGROUND CHECKS

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

ARTICLE 13

TRAVEL PAY

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

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

ARTICLE 14

SEVERANCE

A. SEVERANCE PAY

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

1. To be eligible for severance pay, the Board must accept the unit member's resignation for the purpose of retirement based upon the unit member's moving from active employment into the retirement system. The unit member must apply in writing to the Board for severance pay no later than ninety (90) days after the last paid date of service with the school system. The written application must be accompanied by an appropriate document from the retirement system indicating that the unit member is retired under the plan.

2. Severance pay shall be for the unit member's accrued but unused sick leave days at the time of retirement based on one-third (1/3) of the value of the accrued but unused sick leave days to a maximum of sixty-five (65) days. Bargaining unit members will be eligible to receive an additional fifteen (15) days of severance for each of the following, provided that notice of retirement effective at the end of the school year is received by the Superintendent's office by March 1, (1) Twenty-five (25) years of service to LU-T Schools and (2) Retire after their thirtieth (30th) year. When both of the conditions are met, the bargaining unit member would receive a total of thirty (30) additional days of severance pay. Payment shall be subject to all legal deductions. Contributions to the unit member's retirement system based upon monies paid for accrued unused sick leave will not be made by either the Board or the unit member.
3. Payment shall be based upon the unit member's daily rate of pay at the time of retirement as per the unit member's contract.
4. Payment shall be made only upon service retirement and is not authorized in the event of death of the teacher prior to State Teachers Retirement System approval of the retirant's application for retirement.
5. Severance pay shall be paid by check within sixty (60) calendar days of receipt of the unit member's written application and documentation from the unit member's retirement system as described in Paragraph 1. However, if the retiring unit member dies prior to receipt of severance pay, such severance pay shall be made to the deceased retirant's legal heirs, successors or assigns as provided by law, will, or the courts. The pay shall be subject to all legal deductions.
6. Payment of severance pay for unused sick leave shall eliminate all accrued sick leave of the unit member in the district.

ARTICLE 15

ASSAULT LEAVE

A. THREATS

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

B. ASSAULT DISABILITY

Workers' Compensation will determine.

C. MEDICAL EXAMINATION

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

D. **PERSONAL PROPERTY**

Unit members whose personal property (including, but not limited to, eyeglasses, hearing aid, dentures, watches, or articles of clothing necessarily worn or carried) is damaged in an assault on his/her person arising from and in the course of his/her employment may apply for and will be reimbursed costs of repairs or replacement. If an item is damaged beyond repair, actual value at the time of damage shall be reimbursed, not to exceed one thousand dollars (\$1,000). A paid receipt shall be provided to the Treasurer, excluding insurance coverage, if any.

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

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

ARTICLE 16

SICK LEAVE

1. a. There shall be fifteen (15) days of sick leave per school year for each full-time unit member employed by the Board. Unit members who render part-time, seasonal, intermittent, per diem, or hourly service shall be entitled to sick leave for the time actually worked at the same rate as that granted like full-time employees. A unit member employed as a substitute with an assignment to one (1) specific teaching position shall, after sixty (60) days of service, be granted sick leave. The basis for determining this number of days of sick leave shall be one and one-fourth (1 $\frac{1}{4}$) days per month for twelve (12) months. The sick leave shall be cumulative to a maximum of two hundred fifty (250) days except unit members who have accumulated two hundred fifty (250) days of sick leave shall start the school year with two hundred fifty-nine (259) days of sick leave, to be adjusted in June, at the end of the student year. Unused sick days accumulated over and above the two hundred fifty (250) day maximum in one (1) student school year shall not carry over to the next student school year.
- b. At the beginning of a full-time unit member's contract year, unit members with a cumulative total of less than five (5) days sick leave will be advanced the number of days necessary to bring their beginning total to five (5) days. If the sum of a unit member's cumulated days of sick leave at any time is below the maximum allowed accumulation, only a sufficient number of days shall be recorded to his/her credit to bring the total of the cumulated days of sick leave up to a maximum approved by the Board. No unused portion of the annual fifteen (15) days sick leave allowance per year shall be carried from one year to the next after the unit member has the maximum sick leave approved by the Board.
- c. If a unit member is employed during the school year, he/she shall be credited with days of sick leave in proportion to the fractional part of his/her term which remains at the rate of one and one-fourth (1 $\frac{1}{4}$) days per month.
- d. Sick leave shall be updated by the second pay per month.
2. Proof of illness or of absence for other reasons must be established with the Superintendent.
 - a. Each unit member absent more than three (3) consecutive days, may be required to furnish a satisfactory written signed statement listing the name and address of the attending physician and the dates when he/she was consulted to justify the use of sick leave when

absence is a result of personal illness or injury in the immediate family. The signing and filing of such absence report by a unit member shall be a certification by him/her that the facts and statements contained in said report are true and correct. The filing of any willfully false statement by a unit member shall be considered by the Board as grounds for suspension or termination of employment under Sections 3319.141 and 3319.16 of the Revised Code.

3. A unit member may use a part or all of the cumulated leave before the maximum approved by the local Board have accumulated. After any period of acceptable absence, as described in this sick leave plan, the leave can again be built up to the maximum of days. Unit members may use sick leave for absence due to personal illness, disability resulting from pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the employee's immediate family. Immediate family shall be defined as the member's spouse or significant other ("significant other" as used in this definition means one who stands in place of a spouse and who resides with the employee), parents, children, grandparents, siblings, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, step-parents, step-children, step-siblings, or a legal guardian or other person who stands in the place of a parent (in loco parentis).
4. A unit member planning to request a leave of absence and/or use of sick leave following childbirth shall make her request in writing, accompanied by a statement from her doctor indicating the expected delivery date. This request should be made at least ninety (90) days prior to her expected delivery date. For the purpose of this provision, a unit member may use up to six (6) weeks of sick leave following the birth of a child (up to eight (8) weeks if the child was delivered via cesarean section). The six (6) or eight (8) week period begins the date of the birth of the child. Verification of continuing disability after the six (6) or eight (8) week period of time will be required by the Superintendent, upon written notice to the unit member.
5. A unit member who transfers from a public agency to a school district shall be credited with the unused balance of his/her accumulation permitted in the school district to which the unit member transfers provided that such re-employment takes place within ten (10) years of the date of the last termination from public service.
6. Any unit member who uses all his/her accumulated sick leave may substitute unused personal, emergency, or other forms of leave provided for under Section 3319.08 of the Revised Code of Ohio.
7. All unit members whose sick leave has been exhausted, or who are on a disability leave of absence, or who are on an approved leave of absence may continue group term life, hospitalization, surgical, and any other health insurance coverage provided for in this agreement pursuant to COBRA. The cost of such coverage is to be paid by the unit member.
8. A unit member absent from work in excess of the number of sick leave or other authorized leave days accumulated by the unit member shall receive a salary deduction for those days that exceed the member's accumulated authorized leave days calculated by dividing the number of days in the unit member's duty year into the gross annual salary, thus arriving at a per-diem deduction.
9. For the purpose of this Article, a day shall be defined as a workday plus any meetings or duties before or after school.

ARTICLE 17

PERSONAL LEAVE

- A. All full-time unit members will be granted three (3) days of personal leave per school year, unless a unit member has "rolled over" an unused personal leave day from the previous year for a total of four (4) days for that school year. Personal leave may be used for periods of one-half (½) day. Part-time, hourly unit, and short year members shall have their days prorated appropriately.
- B. Personal leave shall be used for personal business that cannot be conducted at any other time except during the regular school day. Personal leave days may not be used during the first week of school. Additionally, personal leave may not be used the day before or the day after a vacation or holiday, or during the last week of school except in case of emergency or significant event as approved by the Superintendent and, except that, on one (1) occasion during the school year, members may use one (1) personal leave day on one of the following: either the day before or the day after a holiday or vacation, or during the last week of the school year. Unit members are to contact their building principal to request emergency personal leave. Unit members may not use more than two (2) personal leave days on consecutive work days, unless approved by the Superintendent. No more than five percent (5%) of the unit members in the building may take personal leave on any given day.
- C. Requests for personal leave shall be submitted for approval to the building principal at least one (1) week in advance of the day requested. Personal leave requests must be submitted on an electronic form and shall be granted on a first come, first served basis. If emergency circumstances make it impossible to submit the request in advance, the request must be made by telephone and then confirmed with the building principal. Failure to do so shall result in the loss of the requested leave.
- D. Unit members with unused personal leave days from the previous year may "roll over" a maximum of one (1) personal leave day to the following school year. Personal leave days that are unused and not "rolled over" shall be added to the unit member's cumulative total sick leave days effective July 1st of each year.
- E. For the purposes of this Article, a day shall be defined as a workday plus any meetings or duties before or after school.
- F. Unit members electing to "roll over" a personal leave day must notify the treasurer in writing by May 1st.

ARTICLE 18

JURY DUTY LEAVE

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

ARTICLE 19

PARENTAL LEAVE

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

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

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

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

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

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

LENGTH OF LEAVE

NOTIFICATION OF RESIGNATION

Grading period*

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

1 Semester*

First Semester - December 1
Second Semester - May 1

1 Year

May 1

*In accordance with the school calendar.

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

ARTICLE 20

LEAVE OF ABSENCE WITHOUT PAY

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

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

ARTICLE 21

NOTICE OF VACANCIES, ASSIGNMENTS, AND RE-ASSIGNMENTS

- A.
 - 1. A unit member vacancy is created when a bargaining unit member resigns, retires, dies and/or is terminated and/or non-renewed, or when a new bargaining unit position defined as any position created requiring an additional bargaining unit member and will be posted on the District's website. Postings shall include minimum qualification(s) for the position. If the vacancy should occur during the summer, electronic mail notification shall be sent to each unit member and a One Call Now notification will be made. Nothing in this Article shall require the Board to fill any position that is vacant. The Association President(s) shall receive electronic mail notification of all positions prior to posting (this includes vacancies occurring during the summer).
 - 2. Before the posting of a new bargaining unit position, a job description must be developed and the position approved by the Board of Education for hiring.
- B. In the spring when the building principal sends a questionnaire to each unit member asking if they plan to return, space will be added to enable the unit member to indicate if they desire a staffing change or consideration for a specific supplemental position. Any unit member indicating a desire for change will be notified directly by electronic mail or telephone during the summer if a position opens in which he/she has indicated an interest. Each notified unit member will have one (1) week from the date of the emailing or telephone call to contact the building principal or the Superintendent if he/she still desires a change. Seniority in the system will be given preference if the applicants are deemed similarly qualified by the Board.

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

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

ARTICLE 22

LENGTH OF SCHOOL YEAR AND WORK DAY

- A. The unit member work day shall not be longer than seven and one-half (7 1/2) hours.
 - 1. If a required meeting is scheduled, a unit member may be required to remain up to an extra three (3) hours per month beyond the work day. The Board will pay twenty-five dollars (\$25) per hour, in fifteen (15) minute segments for meetings that exceed the three (3) hour per month cap. Any meeting called and held on the same day shall be within the seven and one-half (7½) hour work day. This does not include early-dismissal days.

Kindergarten teachers and the district nurse shall be given a maximum of two (2) days before the beginning of each school year for screening (assessment and placement) of incoming students. The kindergarten teachers and the district nurse will be paid at their per diem rate.
 - 2. If a required duty is scheduled before or after the student day, the unit member will serve that duty. Duties will be assigned by the building principal or his/her designee so that the total minutes of duty time shall be assigned as nearly equal as possible among unit members unless a person can be hired to cover these duties. The duty schedule will be prepared in advance with the understanding that unit members may trade duties if the trade is agreeable to both unit members and approved by the building principal.
 - 3. The Board will pay twenty-five dollars (\$25) per hour in fifteen (15) minute segments for unit members who supervise duties beyond the seven and one-half (7½) hour unit member duty day.
 - 4. Unit members who require students to serve detention with them personally on an intermittent basis will not receive additional compensation.

5. IEP meetings will be conducted during the teacher day, if at all possible; however, if that is not possible, the Board will compensate the bargaining unit member at their per diem hourly rate of pay. (IEP will not count in the three (3) hour cap). If the IEP meeting occurs during the unit member's planning time, the unit member will be compensated twenty-five dollars (\$25) for the meeting. The parties understand that the Board must comply with the requirements of federal and state law regarding parents' rights concerning the scheduling of IEP meetings.

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

1. At least a thirty (30) minute, uninterrupted, duty-free lunch period plus six (6) minutes for student movement. Unit members may leave the building during their duty-free lunch period with notification to the building principal or designee.
2. Forty (40) consecutive minutes during the student day for educational planning time for all unit members in grades 5-12.
3. No less than two hundred (200) minutes within the seven and one-half (7½) unit member day will be scheduled for educational planning time for all unit members in Grades K-4 during the contract week.
4. Open house in K-8 and Freshman Orientation 9-12 will count as one-half (½) day toward second semester conference.

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

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

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

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

E. Scheduled parent-teacher conference days arranged by the Administration after consultation with building faculty may start at a time different from the regular starting time for unit members; however, such scheduled time shall not exceed seven and one-half (7½) continuous hours including a one-half (½) hour duty-free time for unit members.

F. **UNIT MEMBER YEAR**

The unit member year shall be defined as follows:

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

G. Teachers employed for Grades K-4 will be either full-time or half-time. A half-time elementary school teacher (Grades K-4) will be employed for two hundred twenty-five (225) minutes. A half-time teacher shall not be required to perform any duties outside of the two hundred twenty-five (225) minute period.

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

Any bargaining unit member in Grades 5-12 with at least three (3) assignments will receive a forty (40) consecutive minute paid planning period and receive fifty percent (50%) of contract, i.e. both salary and insurance benefits.

Any bargaining unit member in Grades 5-12 with four (4) assignments will receive a forty (40) consecutive minute paid planning period, full benefits, and will be paid sixty-two and five-tenths percent (62.5%) of contract/salary.

ARTICLE 23

STRS PICK-UP

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

ARTICLE 24

INSURANCE

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

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

See Appendix C for schedule of benefits.

B. **DENTAL**

The Board will provide and pay ninety percent (90%) of premiums for single and family coverage for unit members for the current dental program.

(Oasis 19-N-R&C 100/80/60/50 Plan, which was in effect during the 1987-88 school year).

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

Maximum Benefit Each Calendar Year:

For Class I, II, and III Services - - - - - \$1,000.00

Lifetime Maximum for Orthodontic

Services, Per Person - - - - - \$1,000.00

Individual Deductible - - - - - \$ 25.00

Family Deductible - - - - - \$ 50.00

Percentage (of Reasonable and Customary) or Scheduled Amounts Payable for Covered Dental Expenses:

Class I - 100% Class III - 60%

Class II - 80% Class IV - 50%

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

C. LIFE INSURANCE

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

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

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

D. RIGHT TO CHANGE CARRIERS

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

E. BENEFITS FOR LESS THAN FULL TIME UNIT MEMBERS

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

ARTICLE 25

SALARY SCHEDULE

A. BASE SALARY

- 1. Effective July 1, 2015, the base of the regular salary schedule (BA - 0) shall be \$32,111.93. Effective July 1, 2016, the base of the regular salary schedule (BA - 0) shall be \$32,754.17. Effective July 1, 2017, the base of the regular salary schedule (BA - 0) shall be \$33,409.25.

2. Bargaining unit members shall be advanced: three (3) steps/years for the 2015-16 school year; three (3) steps/years for the 2016-17 school year; and shall be caught up to their current step (i.e., the step they would have been on had there not been any step freezes) for the 2017-18 school year.

B. SALARY SCHEDULE INDEX

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

C. TEACHER RETIREES

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

ARTICLE 26

EXTENDED SERVICE

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

- A. The activity is requested or has received prior approval by the Administration.

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

ARTICLE 27

PAY PRACTICES

A. PAY DATES

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

B. PAYROLL DEDUCTIONS OF DUES

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

C. TAX SHELTERED ANNUITIES

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

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

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

ARTICLE 28

SUPPLEMENTAL CONTRACTS

A. The Supplemental salaries are classified as follows:

Level 1

Instrumental Music (school year)

Level 1a

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

Level 2

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

Level 2a

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

Level 3

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

Level 4

Varsity Basketball Cheerleading Coach
Freshman Volleyball Coach
Freshman Boys' Basketball Coach
Freshman Girls' Basketball Coach
Head Junior High Football Coach
7th Grade Volleyball Coach
8th Grade Volleyball Coach
Junior High Cross Country Coach (Boys & Girls)
7th Grade Boys' Basketball Coach
8th Grade Boys' Basketball Coach

7th Grade Girls' Basketball Coach
8th Grade Girls' Basketball Coach
Junior High Wrestling Coach
Junior High Boys' Track Coach
Junior High Girls' Track Coach
Musical Director

Level 5

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

Level 6

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

Level 7

Junior High Football Cheerleading Coach
Junior High Play

Level 8

Science Fair Chairman
6th Grade Outdoor Education
Honor Society Advisor
Spelling Bee Advisor
High School Student Council Advisor
Middle School Student Council Advisor
Department Heads
High School Model U.N.
Middle School Model U.N.
Middle School Yearbook
Elementary School Yearbook
Middle School Washington DC Trip Coordinator

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

B. SALARY AND YEARS OF SERVICE

INDEX

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

SUPPLEMENTAL SALARY SCHEDULE 2015-2018

LIBERTY UNION-THURSTON SCHOOLS					\$32,111.93
<u>SUPPLEMENTAL SALARY SCHEDULE</u>					
<u>2015-16</u>					
<u>LEVEL</u>	<u>0 TO 1</u>	<u>2 TO 4</u>	<u>5 TO 7</u>	<u>8 TO 10</u>	<u>11 +</u>
1	\$4,495.67	\$5,202.13	\$5,908.60	\$6,615.06	\$7,321.52
1A	\$3,211.19	\$3,917.66	\$4,624.12	\$5,330.58	\$6,037.04
2	\$2,633.18	\$3,339.64	\$4,046.10	\$4,752.57	\$5,459.03
2A	\$2,279.95	\$2,857.96	\$3,435.98	\$4,013.99	\$4,592.01
3	\$1,926.72	\$2,376.28	\$2,825.85	\$3,275.42	\$3,724.98
4	\$1,284.48	\$1,701.93	\$2,119.39	\$2,536.84	\$2,954.30
5	\$1,059.69	\$1,380.81	\$1,701.93	\$2,023.05	\$2,344.17
6	\$802.80	\$1,059.69	\$1,316.59	\$1,573.48	\$1,830.38
7	\$513.79	\$706.46	\$899.13	\$1,091.81	\$1,284.48
8	\$353.23	\$513.79	\$674.35	\$834.91	\$995.47

LIBERTY UNION-THURSTON SCHOOLS

\$32,754.17

SUPPLEMENTAL SALARY SCHEDULE

2016-17

LEVEL	0 TO 1	2 TO 4	5 TO 7	8 TO 10	11 +
1	\$4,585.58	\$5,306.18	\$6,026.77	\$6,747.36	\$7,467.95
1A	\$3,275.42	\$3,996.01	\$4,716.60	\$5,437.19	\$6,157.78
2	\$2,685.84	\$3,406.43	\$4,127.03	\$4,847.62	\$5,568.21
2A	\$2,325.55	\$2,915.12	\$3,504.70	\$4,094.27	\$4,683.85
3	\$1,965.25	\$2,423.81	\$2,882.37	\$3,340.93	\$3,799.48
4	\$1,310.17	\$1,735.97	\$2,161.78	\$2,587.58	\$3,013.38
5	\$1,080.89	\$1,408.43	\$1,735.97	\$2,063.51	\$2,391.05
6	\$818.85	\$1,080.89	\$1,342.92	\$1,604.95	\$1,866.99
7	\$524.07	\$720.59	\$917.12	\$1,113.64	\$1,310.17
8	\$360.30	\$524.07	\$687.84	\$851.61	\$1,015.38

LIBERTY UNION-THURSTON SCHOOLS \$33,409.25
SUPPLEMENTAL SALARY SCHEDULE
2017-18

LEVEL	0 TO 1	2 TO 4	5 TO 7	8 TO 10	11 +
1	\$4,677.30	\$5,412.30	\$6,147.30	\$6,882.31	\$7,617.31
1A	\$3,340.93	\$4,075.93	\$4,810.93	\$5,545.94	\$6,280.94
2	\$2,739.56	\$3,474.56	\$4,209.57	\$4,944.57	\$5,679.57
2A	\$2,372.06	\$2,973.42	\$3,574.79	\$4,176.16	\$4,777.52
3	\$2,004.56	\$2,472.28	\$2,940.01	\$3,407.74	\$3,875.47
4	\$1,336.37	\$1,770.69	\$2,205.01	\$2,639.33	\$3,073.65
5	\$1,102.51	\$1,436.60	\$1,770.69	\$2,104.78	\$2,438.88
6	\$835.23	\$1,102.51	\$1,369.78	\$1,637.05	\$1,904.33
7	\$534.55	\$735.00	\$935.46	\$1,135.91	\$1,336.37
8	\$367.50	\$534.55	\$701.59	\$868.64	\$1,035.69

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

C. PROCEDURES FOR SALARY SCALE STEP PLACEMENT:

1. Coaching of any given sport on a lower level than the varsity level shall be counted as experience on the varsity level at a rate of fifty percent (50%) of the total years of coaching experience at the lower level within that sport; provided that, any coach within the District who moves from a lower level to a higher level within the same sport shall not be placed at a step for coaching at the higher level that results in less coaching pay than he/she received while coaching at the lower level. Half years of varsity experience shall be rounded to the next higher whole number. Supplemental positions which are on the same salary level will have experience count equally on that level.
2. Freshman activity experience will apply as past experience for reserve experience.
3. Varsity and reserve coaching experience would apply for placement on the freshman and junior high scales at one hundred percent (100%).
4. Up to five (5) years of coaching or extra-curricular experience may be transferred within the same sport or extra-curricular position.

5. All supplemental contracts will automatically expire at the end of each year without the need for the Board to take any action or provide any notice to the supplemental contract holder.

ARTICLE 29

PROCEDURES FOR NEGOTIATIONS OF A SUCCESSOR AGREEMENT

A. SCOPE OF NEGOTIATIONS

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

B. PROCEDURES FOR CONDUCTING NEGOTIATIONS

1. Either party may request negotiations for a successor Agreement by submitting a notice to negotiate to the State Employment Relations Board (SERB) and to the other party between one hundred twenty (120) and ninety (90) days prior to the expiration of this Agreement.

2. Within fifteen (15) days of receipt of said notice, representatives of the parties shall meet and submit proposals for the successor Agreement. Said proposals shall be comprehensive in nature and no additional issues shall be introduced after the first session without mutual agreement. Subsequent bargaining sessions shall be set at times and dates as are mutually agreed to by the teams.

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

3. Negotiations sessions shall be conducted in executive session; however, each party may report on the progress of negotiations to their respective constituency.

4. Upon request of either bargaining team, a bargaining session may be recessed to permit a caucus.

- a. When negotiations are conducted during regular school hours, released time shall be provided for the Association's negotiating team, up to a limit of five (5).

5. There shall be three (3) signed copies of the final Agreement. One (1) copy shall be retained by the Board, one (1) by the Association, and one (1) shall be submitted to the State Employment Relations Board.

6. As tentative agreement is reached on each issue, it shall be so noted and initialed by each party. When consensus is reached covering the areas under discussion, the proposed Agreement shall be reduced to writing as a tentative agreement, signed by the appropriate representatives, and submitted within thirty (30) calendar days to the Association and the Board for approval.

- a. The final Agreement, as adopted by the Board and ratified by the Association, will be printed by a professional printer and presented to each member within thirty (30) days. The cost of the printing, including labor and materials for one hundred twenty-five (125) Association copies and seventy-five (75) Board of Education copies, shall be split by the parties. The Association shall be responsible for printing the contract.

7. In the event an agreement is not reached after forty-five (45) days from the first bargaining session, either of the parties shall have the option of requesting the assistance of a federal mediator under

the guidelines of the Federal Mediation and Conciliation Service. The mediation process may be extended by mutual agreement of the parties.

8. Within forty-five (45) days prior to the expiration of the contract, the parties, by mutual agreement, may agree to another alternative dispute resolution procedure, including fact-finding. Any mutually agreed change shall be sent, in writing, to the State Employment Relations Board. A mutually agreeable fact-finder may be selected by the parties or by using the voluntary rules of the American Arbitration Association (AAA).
9. The parties may mutually agree to extend the above time lines.

ARTICLE 30

TOTAL AGREEMENT

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

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

ARTICLE 31

INTERIM BARGAINING

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

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

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

ARTICLE 32

LABOR/MANAGEMENT COMMITTEE

A committee shall be organized, consisting of the President of the Association and three (3) Association members, Superintendent, Building Level Administrators, and a Board Member to meet upon the request of either party to attempt

to resolve any problems which either party may wish to discuss. A minimum of two (2) meetings per year will be held, on the third Monday of October and April, unless both parties agree to meet beyond the minimum.

ARTICLE 33

CLASS SIZE

During the 2015-16, 2016-17, and 2017-18 school years, the average maximum class size by grade level shall be as follows:

<u>Grades</u>	<u>Average Maximum Class Size by Grade Level</u>
K-4	28 (If this maximum is exceeded, an additional teacher will be employed)
5-12	28 (Reasonable effort will be made to keep classes in Grades 5-12 to 28 per class).

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

Grades

5-12	170 Total students served, per day ¹ , per semester. Excluded are special area music, P.E., study halls, and non-instructional supervisory duties. One full-time aide shall be hired to assist these areas. First priority shall be given to chorus 7-12.
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The percent of time a special education student is out of the regular classroom will be deducted from the calculation of the student/teacher ratio.

For those bargaining unit members who are less than full-time, the maximum number of students in Grades 5-12 shall be pro-rated according to the time of their contract.

ARTICLE 34

AGENCY FEE

A. PAYROLL DEDUCTION OF FAIR SHARE PLAN

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

¹ Total students on grade scan sheets.
9059977v2

B. NOTIFICATION OF THE AMOUNT OF FAIR SHARE FEE

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

C. SCHEDULE OF FAIR SHARE FEE DEDUCTIONS

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

D. TRANSMITTAL OF DEDUCTIONS

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

E. PROCEDURE FOR REBATE

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

F. ENTITLEMENT TO REBATE

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

G. BOARD INDEMNIFICATION

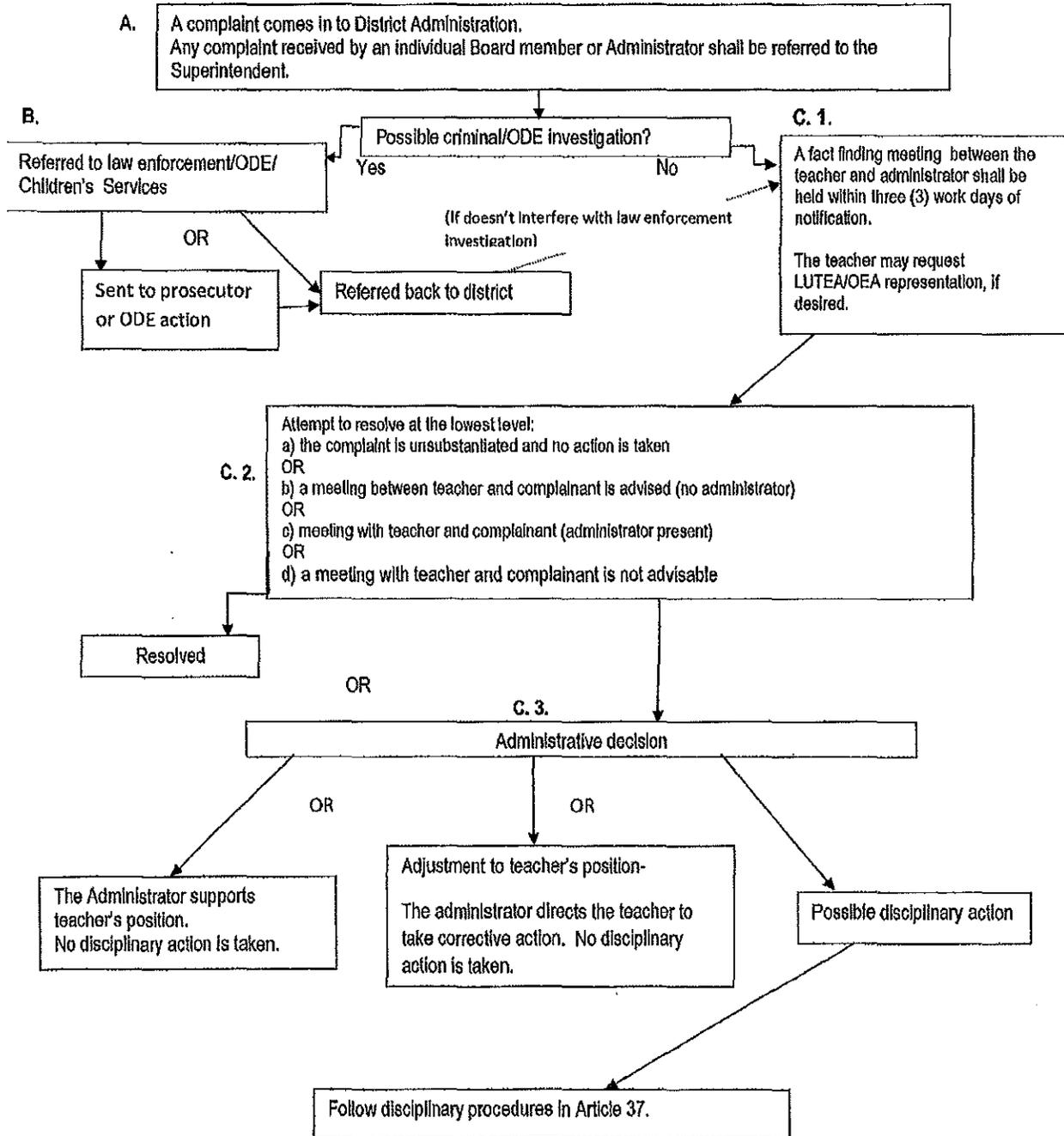
The Association agrees to indemnify the Board for any cost or liability, including punitive damages, incurred as a result of the implementation and enforcement of this provision provided that:

1. The Association shall use their counsel to defend the Board. The Board shall give a ten (10) day written notice of any claim made or action filed against the Board by a non-member for which indemnification may be claimed.
2. The Board agrees to:
 - a. Give full and complete cooperation and assistance to the Association at all levels of the proceeding;
 - b. Permit the Association or its affiliates to intervene as a party if it so desires; and

- c. To not oppose the Association or its affiliates' application to file briefs Amicus Curiae in the action.
- 3. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

ARTICLE 35

COMPLAINTS AGAINST BARGAINING UNIT MEMBERS



ARTICLE 36

DISCIPLINARY ACTION

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

A. A hearing will be scheduled by a District Administrator with the unit member prior to taking disciplinary action. LUTEA-OEA representation will be included in the hearing if requested by the unit member.

Every attempt will be made to resolve the matter quickly, by scheduling a disciplinary hearing within three (3) work days from notification, or, if necessary to ensure and accommodate proper unit member representation, within five (5) work days.

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

OR

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

D. **Disciplinary action is taken.**

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

E. **Documentation:**

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

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

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

ARTICLE 37

CERTIFICATION

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

ARTICLE 38

TUITION CREDIT

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

ARTICLE 39

TEACHER EDUCATION, CERTIFICATION AND LICENSURE

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

ARTICLE 40

IMPLEMENTATION AND DURATION

This Agreement shall be effective from 12:01 am., July 1, 2015 and continue in full force and effect through 12:00 midnight, June 30, 2018.

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

FOR

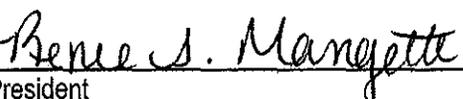
LIBERTY UNION-THURSTON
LOCAL BOARD OF EDUCATION

LIBERTY UNION-THURSTON
EDUCATION ASSOCIATION/OEA/NEA



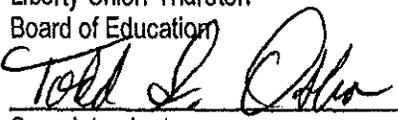
President
Liberty Union-Thurston
Board of Education

10-22-15
Date



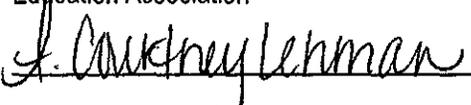
President
Liberty Union-Thurston
Education Association

10/22/15
Date



Superintendent

10/22/2015
Date



Liberty Union-Thurston
Education Association

10-22-15
Date



Treasurer

10/22/15
Date

CREDIT FLEXIBILITY
MEMORANDUM OF UNDERSTANDING

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

The LUTEA and the Board agree as follows:

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

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

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

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

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

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

- D. If the student has an IEP,

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

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

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

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

 President Date
 Liberty Union-Thurston
 Board of Education

 Co-President Date
 Liberty Union-Thurston
 Education Association

 Superintendent Date

 Co-President Date
 Liberty Union-Thurston
 Education Association

GRIEVANCE FORM

Grievance No. _____ Date Filed _____
LIBERTY UNION – THURSTON

Grievant's Name _____ Position _____ Building _____

GRIEVANCE DEFINED (Include Article#) _____

Date of action (on which this grievance is based)

RELIEF SOUGHT _____

Note: Attach additional relevant documents or statements.

Signature of grievant _____

Signature of Association President _____

****STEP I:** Date filed _____

Administrative Response _____

(Add attachment if additional space is needed)

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

Grievant's Response to Step I. Administrative Response:

_____ The above response resolves this grievance and the matter is hereby resolved.

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

_____ Grievant's Signature _____ Date _____

cc: Superintendent, LU-TEA

****STEP 2:** Date of filing at Step 2 _____

Date of Hearing _____

Administrative Response _____

(Add attachment if additional space is needed)

Administrator's Signature Date

cc: Grievant, LU-TEA

Grievant's Response to Step 2. Administrative Response:

_____ The above response resolves this grievance

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

Grievant's Signature Date

****STEP 3:** Date of filing at Step 3 _____

Date of Hearing _____

Board Response _____

(Add attachment if additional space is necessary)

Signatory for the Board Position Date

cc: Superintendent, LU-TEA, Grievant

Grievant's Response to Step 3. Board Response:

_____ The above response resolves this grievance

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

Grievant's Signature Date

cc: LU-TEA, Superintendent

SALARY SCHEDULE 2015-2018

SALARY SCHEDULE		2015-16	LIBERTY UNION THURSTON SCHOOLS		
6/16/2015				046888	
	Experience	B.A.	5 YRS.	M.A.	M.A.+ 30
	0	\$32,111.93 1.0000	\$33,396.41 1.0400	\$35,323.12 1.1000	\$42,066.63 1.3100
	1	\$33,396.41 1.0400	\$34,841.44 1.0850	\$36,928.72 1.1500	\$43,993.34 1.3700
	2	\$34,680.88 1.0800	\$36,286.48 1.1300	\$38,534.32 1.2000	\$45,920.06 1.4300
	3	\$35,965.36 1.1200	\$37,731.52 1.1750	\$40,139.91 1.2500	\$47,846.78 1.4900
	4	\$37,249.84 1.1600	\$39,176.55 1.2200	\$41,745.51 1.3000	\$49,773.49 1.5500
	5	\$38,534.32 1.2000	\$40,621.59 1.2650	\$43,351.11 1.3500	\$51,700.21 1.6100
	6	\$39,818.79 1.2400	\$42,066.63 1.3100	\$44,956.70 1.4000	\$53,626.92 1.6700
	7	\$41,103.27 1.2800	\$43,511.67 1.3550	\$46,562.30 1.4500	\$55,553.64 1.7300
	8	\$42,387.75 1.3200	\$44,956.70 1.4000	\$48,167.90 1.5000	\$57,480.35 1.7900
	9	\$43,672.22 1.3600	\$46,401.74 1.4450	\$49,773.49 1.5500	\$59,407.07 1.8500
	10	\$44,956.70 1.4000	\$47,846.78 1.4900	\$51,379.09 1.6000	\$61,333.79 1.9100
	11	\$46,241.18 1.4400	\$49,291.81 1.5350	\$52,984.68 1.6500	\$63,260.50 1.9700
	12	\$47,525.66 1.4800	\$50,736.85 1.5800	\$54,590.28 1.7000	\$65,187.22 2.0300
	13	\$48,810.13 1.5200	\$52,181.89 1.6250	\$56,195.88 1.7500	\$67,113.93 2.0900
	14	\$50,094.61 1.5600	\$53,626.92 1.6700	\$57,801.47 1.8000	\$69,040.65 2.1500
	15	\$51,379.09 1.6000	\$55,071.96 1.7150	\$59,407.07 1.8500	\$70,967.37 2.2100
	18	\$52,663.57 1.6400	\$56,517.00 1.7600	\$61,012.67 1.9000	\$72,894.08 2.2700
	25	\$53,948.04 1.6800	\$57,962.03 1.8050	\$62,618.26 1.9500	\$74,820.80 2.3300

SALARY SCHEDULE		2016-17		LIBERTY UNION THURSTON SCHOOLS	
6/16/2015				046888	
	<u>Experience</u>	<u>B.A</u>	<u>5 YRS.</u>	<u>M.A.</u>	<u>M.A.+ 30</u>
	0	\$32,754.17	\$34,064.34	\$36,029.59	\$42,907.96
		1.0000	1.0400	1.1000	1.3100
	1	\$34,064.34	\$35,538.27	\$37,667.30	\$44,873.21
		1.0400	1.0850	1.1500	1.3700
	2	\$35,374.50	\$37,012.21	\$39,305.00	\$46,838.46
		1.0800	1.1300	1.2000	1.4300
	3	\$36,684.67	\$38,486.15	\$40,942.71	\$48,803.71
		1.1200	1.1750	1.2500	1.4900
	4	\$37,994.84	\$39,960.09	\$42,580.42	\$50,768.96
		1.1600	1.2200	1.3000	1.5500
	5	\$39,305.00	\$41,434.03	\$44,218.13	\$52,734.21
		1.2000	1.2650	1.3500	1.6100
	6	\$40,615.17	\$42,907.96	\$45,855.84	\$54,699.46
		1.2400	1.3100	1.4000	1.6700
	7	\$41,925.34	\$44,381.90	\$47,493.55	\$56,664.71
		1.2800	1.3550	1.4500	1.7300
	8	\$43,235.50	\$45,855.84	\$49,131.26	\$58,629.96
		1.3200	1.4000	1.5000	1.7900
	9	\$44,545.67	\$47,329.78	\$50,768.96	\$60,595.21
		1.3600	1.4450	1.5500	1.8500
	10	\$45,855.84	\$48,803.71	\$52,406.67	\$62,560.46
		1.4000	1.4900	1.6000	1.9100
	11	\$47,166.00	\$50,277.65	\$54,044.38	\$64,525.71
		1.4400	1.5350	1.6500	1.9700
	12	\$48,476.17	\$51,751.59	\$55,682.09	\$66,490.97
		1.4800	1.5800	1.7000	2.0300
	13	\$49,786.34	\$53,225.53	\$57,319.80	\$68,456.22
		1.5200	1.6250	1.7500	2.0900
	14	\$51,096.51	\$54,699.46	\$58,957.51	\$70,421.47
		1.5600	1.6700	1.8000	2.1500
	15	\$52,406.67	\$56,173.40	\$60,595.21	\$72,386.72
		1.6000	1.7150	1.8500	2.2100
	18	\$53,716.84	\$57,647.34	\$62,232.92	\$74,351.97
		1.6400	1.7600	1.9000	2.2700
	25	\$55,027.01	\$59,121.28	\$63,870.63	\$76,317.22
		1.6800	1.8050	1.9500	2.3300

SALARY SCHEDULE		2017-18		LIBERTY UNION THURSTON SCHOOLS	
6/16/2015				046888	
	Experience	B.A	5 YRS.	M.A.	M.A.+ 30
	0	\$33,409.26	\$34,745.63	\$36,750.19	\$43,766.13
		1.0000	1.0400	1.1000	1.3100
	1	\$34,745.63	\$36,249.05	\$38,420.65	\$45,770.69
		1.0400	1.0850	1.1500	1.3700
	2	\$36,082.00	\$37,752.46	\$40,091.11	\$47,775.24
		1.0800	1.1300	1.2000	1.4300
	3	\$37,418.37	\$39,255.88	\$41,761.58	\$49,779.80
		1.1200	1.1750	1.2500	1.4900
	4	\$38,754.74	\$40,759.30	\$43,432.04	\$51,784.35
		1.1600	1.2200	1.3000	1.5500
	5	\$40,091.11	\$42,262.71	\$45,102.50	\$53,788.91
		1.2000	1.2650	1.3500	1.6100
	6	\$41,427.48	\$43,766.13	\$46,772.96	\$55,793.46
		1.2400	1.3100	1.4000	1.6700
	7	\$42,763.85	\$45,269.55	\$48,443.43	\$57,798.02
		1.2800	1.3550	1.4500	1.7300
	8	\$44,100.22	\$46,772.96	\$50,113.89	\$59,802.58
		1.3200	1.4000	1.5000	1.7900
	9	\$45,436.59	\$48,276.38	\$51,784.35	\$61,807.13
		1.3600	1.4450	1.5500	1.8500
	10	\$46,772.96	\$49,779.80	\$53,454.82	\$63,811.69
		1.4000	1.4900	1.6000	1.9100
	11	\$48,109.33	\$51,283.21	\$55,125.28	\$65,816.24
		1.4400	1.5350	1.6500	1.9700
	12	\$49,445.70	\$52,786.63	\$56,795.74	\$67,820.80
		1.4800	1.5800	1.7000	2.0300
	13	\$50,782.08	\$54,290.05	\$58,466.21	\$69,825.35
		1.5200	1.6250	1.7500	2.0900
	14	\$52,118.45	\$55,793.46	\$60,136.67	\$71,829.91
		1.5600	1.6700	1.8000	2.1500
	15	\$53,454.82	\$57,296.88	\$61,807.13	\$73,834.46
		1.6000	1.7150	1.8500	2.2100
	18	\$54,791.19	\$58,800.30	\$63,477.59	\$75,839.02
		1.6400	1.7600	1.9000	2.2700
	25	\$56,127.56	\$60,303.71	\$65,148.06	\$77,843.58
		1.6800	1.8050	1.9500	2.3300

SCHEDULE OF BENEFITS
Liberty Union-Thurston Local Schools

MEDICAL PLAN
Effective July 1, 2012

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

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

SCHEDULE OF BENEFITS / DENTAL

	Dental Expense Coverage
Calendar Year Deductible	\$25.00 per Person
	<u>Benefit Percentage After Deductible</u>
* Diagnostic, Preventative	100%
Basic Restorative	80%
Oral Surgery	80%
Major Restorative, Prosthodontics	60%
Orthodontia	50%
	* Deductible Waived
Calendar Year Maximum	\$1,000.00 per Person
	<u>Other Maximums</u>
Orthodontics	\$1,000.00 per Lifetime
Eligible Dependents Covered to Age	19 years or 25 years (if full-time student)
Effective Date of Coverage	Date of Hire

DENTAL SERVICES

Diagnostic and Preventative
Oral Exams and Cleaning

Fluoride Treatment
Pain Treatment
Diagnostic X-Rays
After Hours Examinations

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

Major Restorative
Installation of Fixed Bridgework
Replacement of Existing Bridgework or Dentures

Oral Surgery
Impacted Teeth / Extractions

General Anesthesia Emergency
Oral Surgical Procedures
Consultations

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

Inlays, On-lays, Gold Fillings, Crowns Initial
Installation of Partial or Full Dentures

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

South Central Ohio Insurance Consortium Health Plan

Amendment No.: 94
Effective Date: January 1, 2015
Summary Plan Description: South Central Ohio Insurance Consortium Health Plan for Employees of Liberty Union-Thurston Local Schools – Medical Benefits
Dated: July 1, 2011

Pursuant to the Plan Sponsor's right to amend the Plan Document for South Central Ohio Insurance Consortium Health Plan (the "Plan"), the Plan is hereby amended effective January 1, 2015 below:

- I. Within the above named Summary Plan Description, the section titled **MEDICAL BENEFITS** is hereby revised by the **ADDITION** of the attached **MEDICAL BENEFITS SCHEDULE AND PRESCRIPTION DRUG BENEFIT SCHEDULE- MINIMUM VALUE PLAN**, Effective January 1, 2015.

Whereupon, to record the adoption of the foregoing, South Central Ohio Insurance Consortium, has caused this document to be executed, on its behalf on this 22nd day of June, 2015.

PLAN SPONSOR:

South Central Ohio Insurance Consortium

Richard Spindler
By: Chair
Title:

PARTICIPATING EMPLOYER:

Liberty Union-Thurston Local Schools

David Butler Jr
By: TREASURER
Title:

South Central Ohio Insurance Consortium Health Plan
Amendment #94 & Summary of Material Modification
Effective Date: January 1, 2015

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**MEDICAL BENEFITS SCHEDULE
MINIMUM VALUE PLAN**

Effective January 1, 2015

	NETWORK PROVIDERS	NON-NETWORK PROVIDERS
<p>Note: The maximums listed below are the total for Network and Non-Network expenses. For example, if a maximum of 60 days is listed twice under a service, the Calendar Year maximum is 60 days total which may be split between Network and Non-Network providers.</p>		
DEDUCTIBLE, PER CALENDAR YEAR		
Per Covered Person	\$5,000	\$10,000
Per Family Unit	\$10,000	\$20,000
The Network Deductible amounts will be combined with the Non-Network Deductible amounts.		
The Calendar Year deductible is waived for the following Covered Charges:		
- In Network Routine Care Benefits		
MAXIMUM OUT-OF-POCKET AMOUNT, PER CALENDAR YEAR (including deductibles)		
Per Covered Person	\$6,500	\$13,000
Per Family Unit	\$13,000	\$26,000
The Network Out-of-Pocket amounts will be combined with the Non-Network Out-of-Pocket amounts.		
The Plan will pay the designated percentage of Covered Charges until out-of-pocket amounts are reached, at which time the Plan will pay 100% of the remainder of Covered Charges for the rest of the Calendar Year unless stated otherwise.		
The following charges do not apply toward the out-of-pocket maximum:		
Non-Precertification penalties		
Amounts over Usual and Reasonable Charges		
COVERED CHARGES		
Inpatient Hospital Services		
Room, Board, and Miscellaneous Expenses	50% after deductible	50% after deductible
Non-Network Inpatient admissions as a result of an emergency will be paid same as In-Network.		
Outpatient Hospital Services		
Surgical Facilities	50% after deductible	50% after deductible
Other Outpatient Services	50% after deductible	50% after deductible
Emergency Room Visit	50% after deductible	Paid same as Network
Urgent Care Facility	50% after deductible	50% after deductible
Skilled Nursing Facility	50% after deductible	50% after deductible
Physician Services		
Inpatient visits	50% after deductible	50% after deductible
Office visits	50% after deductible	50% after deductible

South Central Ohio Insurance Consortium Health Plan
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	NETWORK PROVIDERS	NON-NETWORK PROVIDERS
Surgery	50% after deductible	50% after deductible
Anesthesia	50% after deductible	50% after deductible
Diagnostic Testing (X-ray & Lab)	50% after deductible	50% after deductible
Home Health Care	50% after deductible	50% after deductible
Hospice Care	50% after deductible	50% after deductible
Ambulance Service	50% after deductible	50% after deductible
Mental Disorders/Substance Abuse	Paid based on the type of service(s) received.	
Preventive Care		
Routine Well Care	100%	50% after deductible
Includes: office visits, pap smear, mammogram, gynecological exam, routine physical examination, x-rays, laboratory tests, prostate specific antigen test, colonoscopies, sigmoidoscopies and anoscopy, proctosigmoidoscopy, medical tests and other preventive services as required by law.		
Other Medical Services and Supplies	50% after deductible	50% after deductible

**PRESCRIPTION DRUG BENEFIT SCHEDULE
MINIMUM VALUE PLAN**

January 1, 2015

PRESCRIPTION DRUG BENEFIT	
	BENEFIT
Pharmacy Option (30 Day Supply)	
Generic Drugs	50%
Preferred Brand Name Drugs	50%
Non-Preferred Brand Name Drugs	50%
Specialty Drugs	50%
Mail Order Option (90 Day Supply)	
Generic Drugs	50%
Preferred Brand Name Drugs	50%
Non-Preferred Brand Name Drugs	50%
Specialty Drugs	50%
Refer to the Prescription Drug Section for details on the Prescription Drug benefit.	

Note: Prescription Drug expenses under the Prescription Drug Program do not apply to the Calendar Year Deductible. Prescription Drug expenses do apply to the Out-of-Pocket Maximum under Medical Benefits section of this Plan.

Summary of Material Modification
To all Participants under the
South Central Ohio Insurance Consortium Health Plan

This is a Summary of Material Modifications ("SMM") regarding the South Central Ohio Insurance Consortium Health Benefit Plan for employees of Liberty Union Local Schools (the "Plan"). This SMM supplements and amends the Summary Plan Description ("SPD") previously provided to you. The effective date of the changes in this SMM is January 1, 2015, unless an alternative effective date is specified below. Please do three things:

- (1) Carefully read this SMM. If you have any questions, contact the Plan Administrator;
- (2) Keep this SMM with your Summary Plan Description; and
- (3) Mark the sections of your Summary Plan Description that have been changed, so when you look at that section of your Summary Plan Description, you will be reminded that the change described in this SMM has occurred.

Effective January 1, 2015 the following changes apply:

- I. Within the Summary Plan Description for Liberty Union Local Schools, the section titled **MEDICAL BENEFITS** is hereby revised by the **ADDITION** of the attached **MEDICAL BENEFITS SCHEDULE AND PRESCRIPTION DRUG BENEFIT SCHEDULE- MINIMUM VALUE PLAN, Effective January 1, 2015.**

If you have questions about this Summary of Material Modification or about the Plan, or need a copy of the Summary Plan Description, please check with your employer's benefits office.

South Central Ohio Insurance Consortium Health Plan
Amendment #94 & Summary of Material Modification
Effective Date: January 1, 2015

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COURSE APPROVAL FORM

File: GCL-1-E

LIBERTY UNION-THURSTON SCHOOLS
 1108 S MAIN ST,
 BALTIMORE, OHIO 43105

REASON FOR TAKING THE COURSE

- _____ 1. In the Subject area of Unit Member
- _____ 2. Requirements of Advanced Degree
- _____ 3. Re-certification
- _____ 4. Expanded Certification

I plan to take the following course(s):

No.	Course	Hrs*	Graduate / Undergraduate	College / University

During the _____ term, 20. (Summer, please indicate I or II term.)

These courses have been approved by the building principal and by the superintendent.

* Please designate whether quarter or semester hours

 Teacher's Signature

 Principal

 Date Initiated

 Superintendent

Complete one copy.

 Treasurer

- [Adopted: June 28, 1976]
- [Revised: December 14, 1981]
- [Revised: September 30, 1991]
- [Revised: July 1, 1996]
- [Adopted: January, 2000]
- [Reviewed: December 10, 2012]

LIBERTY UNION-THURSTON SCHOOLS
 1108 S MAIN ST
 BALTIMORE, OHIO 43105

Attached is a transcript of end-of-the-course grade report which makes me eligible for reimbursement for college credits earned up to a \$2,000 maximum per fiscal (July 1st - June 30th) year.

I am, therefore, entitled to reimbursement for course work completed as listed below:

No. Hours		Amount
	Undergraduate Hours @ \$271.00	\$ _____
	Graduate Hours @ \$321.00	\$ _____
	TOTAL	\$ _____

APPROVED:

 Teacher's Signature

 Principal

 Date

 Superintendent

 Treasurer

Submit one copy to the Treasurer

Unit members must submit tuition bills to the Treasurer within thirty (30) days of completion of the course for which reimbursement is sought. All bills must be submitted by December 15th to be eligible for payment by December 30th or by June 15th to be eligible for payment by June 30th.

- [Adopted: January 10, 2000]
- [Amended: July 1, 2001]
- [Amended: July 1, 2006]
- [Amended: July 1, 2010]
- [Reviewed: December 10, 2012]
- [Revised: April 14, 2014]

DEGREE AND GRADUATE CREDIT REQUIREMENTS FOR CONTINUING CONTRACTS

- A. A continuing contract is a contract that remains in effect until the teacher resigns, elects to retire, or is retired pursuant to former section 3307.37 of the Revised Code, or until it is terminated or suspended and shall be granted only to the following:
1. Any teacher holding a professional, permanent, or life teacher's certificate;
 2. Any teacher who meets the following conditions:
 - a. The teacher was initially issued a teacher's certificate or educator license prior to January 1, 2011.
 - b. The teacher holds a professional educator license issued under section 3319.22 or 3319.222 or former section 3319.22 of the Revised Code or a senior professional educator license or lead professional educator license issued under section 3319.22 of the Revised Code.
 - c. The teacher has completed the applicable one of the following:
 - i) If the teacher did not hold a master's degree at the time of initially receiving a teacher's certificate under former law or an educator license, thirty semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state board of education shall adopt;
 - ii) If the teacher held a master's degree at the time of initially receiving a teacher's certificate under former law or an educator license, six semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state board shall adopt.
 3. Any teacher who meets the following conditions:
 - a. The teacher never held a teacher's certificate and was initially issued an educator license on or after January 1, 2011.
 - b. The teacher holds a professional educator license, senior professional educator license, or lead professional educator license issued under section 3319.22 of the Revised Code.
 - c. The teacher has held an educator license for at least seven years.
 - d. The teacher has completed the applicable one of the following:
 - i) If the teacher did not hold a master's degree at the time of initially receiving an educator license, thirty semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt;
 - ii) If the teacher held a master's degree at the time of initially receiving an educator license, six semester hours of graduate coursework in the area of licensure or in an area related to

the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt.

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



Accent Information Systems

Phone: 740-548-7378
 Fax: 740-548-7329
 585 Sunbury Rd.
 Delaware, OH 43015

Invoice

Number: **60620**
 Date: **9/14/2015**
 Source: Agreement No. 20

Bill-To

Attn: Mr. David Butler
Liberty Union Schools
1108 S. Main Street
Baltimore, OH 43105 U.S.A.

Ship-To

Attn: Mr. John Labelle
 Liberty Union Schools
 1108 S. Main Street
 Baltimore, OH 43105 U.S.A.
 Phone: (740) 862-4107

Acct. No.	A/R Cust. No.	Acct. ID	Customer PO	Reference	Sales Rep	Ship Via	Terms
9925	LUS	LUS			Steven D. Hearst		Due 15 days from date of invoice

Qty.	Item ID	Description	UOM	Ea. Price	Total
3.00	AVC ALG RTL	Accent Voice Cloud - Analog Device Gateway Rental	EA	\$20.00	\$60.00 ^T
1.00	AVC CCF	Accent Voice Cloud - Crossconnect fee	EA	\$150.00	\$150.00 ^T
1.00	AVC INT TRP	Accent Voice Cloud - Internet Transport Fee	EA	\$300.00	\$300.00 ^T
14.00	AVC STD Z	Accent Voice Cloud - Standard User License (Prorated September)	EA	\$9.80	\$137.20 ^T
164.00	AVC STD Z	Accent Voice Cloud - Standard User License	EA	\$14.00	\$2,296.00 ^T
1.00	CRF	Regulatory Cost Recovery Fee	EA	\$162.85	\$162.85
1.00	OHTRS	Ohio TRS Fee	EA	\$7.07	\$7.07
1.00	OHVOIP	Ohio Sales Tax	EA	\$222.32	\$222.32
2.00	SIP DIR FEE	Directory Listing Fee	EA	\$7.00	\$14.00 ^T
23.00	SIP VOICE CH	Voice Cloud SIP Channel	EA	\$12.00	\$276.00 ^T
				Item Total:	\$3,625.44

Recurring billing from 10/01/2015 through 10/31/2015

Total Amount Due: \$3,625.44

(* denotes repair item)