
AGREEMENT

Between the

**LIBERTY LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

and the

**LIBERTY ASSOCIATION OF
SCHOOL EMPLOYEES**

September 1, 2022 – August 31, 2024

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
I	RECOGNITION	1-4
	1.01 Statement of Recognition.....	1
	1.02 Definition of Bargaining Unit.....	1-2
	1.03 Tutors	2-3
	1.04 Subcontracting	3
	1.05 Chain of Command.....	3-4
II	NEGOTIATIONS PROCEDURE	4-5
	2.01 Request for Negotiations.....	4
	2.02 Exchange of Proposals.....	4
	2.03 Composition of the Negotiating Team.....	4
	2.04 Exchange of Information and Views	4
	2.05 Requests for Assistance	4
	2.06 Negotiation Period	5
	2.07 Agreement.....	5
	2.08 Disagreement	5
III	GRIEVANCE PROCEDURE.....	5-9
	3.01 Definitions.....	5-6
	3.02 Rights of the Grievant and the Association	6
	3.03 Time Limits.....	6-7
	3.04 Grievance Procedure.....	7-9
	3.05 Miscellaneous	9
	3.06 Exclusivity of the Grievance Procedure	9
IV	RIGHTS	9-11
	4.01 Board of Education Rights.....	9
	4.02 Association Rights	9-10
	4.03 Payroll Deduction of Dues.....	10
	4.04 Service Fee.....	10-11
V	LEAVES OF ABSENCE.....	11-25
	5.01 Request for Leave	11
	5.02 Sick Leave.....	11-15
	5.03 Assault Leave.....	15-16
	5.04 Personal Leave	16-17
	5.05 Association Leave – With Pay	18
	5.06 President’s Leave	18
	5.07 Sabbatical Leave	18-19
	5.08 Short-term Unpaid Leave.....	19
	5.09 Parental Leave of Absence.....	19-21

ARTICLE

PAGE

5.10	Family and Medical Leave Act of 1993 (FMLA).....	21-23
5.11	Medical Leave.....	23-24
5.12	Exchange or Foreign Teaching Leave	24
5.13	Workshop/Conference/Clinic/State Tournament Leave	24-25
5.14	Military Service	25
5.15	Jury Duty Leave.....	25
5.16	Misuse of Leave.....	25
VI	EMPLOYMENT PROCEDURES FOR TEACHING STAFF	26-55
6.01	Teacher Assignment.....	26
6.02	Transfers	26-27
6.03	Certificated/Licensed Vacancies.....	27
6.04	Contracts	28
6.05	Teacher Evaluation	28-45
6.06	Reduction in Staff	46-48
6.07	School Year/School Day.....	49-50
6.08	Personnel Files	50-51
6.09	Class Size/Class Load	51-52
6.10	Resident Educator Program	52-53
6.11	Fair Dismissal	53-54
6.12	Continuing Contract Requests	54
6.13	School Phones and Fax	55
6.14	Student Discipline.....	55
6.15	Experience Credit.....	55
6.16	Liberty Local Professional Development Committee (LLPDC)	55
VII	EMPLOYMENT PROCEDURES FOR CLASSIFIED STAFF	55-72
7.01	Work Week	55
7.02	Overtime	55-56
7.03	Seniority.....	56-57
7.04	Layoff and Recall.....	57-58
7.05	Job Classifications	58-65
7.06	Assignments and Transfers.....	66
7.07	Vacancies	66-68
7.08	Employment Practices of Classified Employees	68-69
7.09	Employment Contracts.....	69
7.10	Evaluation	69
7.11	Personnel File.....	69-70
7.12	Building Use – Classified Personnel.....	70
7.13	Lunch Periods/Breaks	71
7.14	Available Additional Time	71
7.15	Fee Reimbursement	71
7.16	Dispensing of Medicine	71
7.17	Mandatory Meetings	72

<u>ARTICLE</u>		<u>PAGE</u>
VIII	BENEFITS	72-78
	8.01 Insurances	72-75
	8.02 Severance Pay	75
	8.03 Paid Holidays for Classified Staff.....	76
	8.04 Vacations for Classified Staff	76-77
	8.05 Calamity Day and Early Dismissal Payments for Classified Staff ...	77-78
	8.06 Tuition Reimbursement	78
IX	COMPENSATION FOR TEACHING STAFF	78-85
	9.01 Salary Schedules	79-80
	9.02 Supplemental Contracts	81-83
	9.03 Placement.....	83
	9.04 STRS Pickup.....	83-85
	9.05 Substituting	85
X	COMPENSATION FOR CLASSIFIED STAFF.....	85-94
	10.01 Longevity	85-86
	10.02 Salary Schedules	86-93
	10.03 SERS Pickup.....	94
XI	PAYROLL PROCEDURES	94-96
	11.01 Direct Deposit	94
	11.02 Payroll Deductions.....	95
	11.03 Pay Periods.....	95-96
XII	EFFECTS-DISTRIBUTION.....	96
	12.01 Effects	96
	12.02 Equal Opportunity.....	96
	12.03 Severability	96
	12.04 No Work Stoppage for Term of Contract	96
	12.05 Distribution	96
	12.06 Duration of Contract	96
	SIGNATURE PAGE	97
	APPENDIX A.....	97
	APPENDIX B	98-99
	APPENDIX C	100-102
	APPENDIX D.....	103-110
	APPENDIX E	111-113

ARTICLE I – RECOGNITION

1.01 Statement of Recognition

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

1.02 Definition of Bargaining Unit

1.021 Inclusions

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

1.022 Exclusions

Those positions excluded from the bargaining unit shall be: all administrative personnel and all substitute teachers, Supervisor of Transportation, Supervisor of Food Services, Supervisor of Custodial Services, and further excluding all secretaries employed in the Board office, student employees and substitute employees. Also excluded from the dues deduction provisions are the current cafeteria employees working approximately two (2) hours per day (not to exceed ten (10) employees). Included in these ten (10) employees are four (4) lunchroom recess aides and six (6) lunchroom workers, two (2) per kitchen. In the event any of the said ten (10) employees should permanently replace a Lunchroom 3 and 4 Hour Worker, then such employee shall be subject to the dues deduction provision. These employees may voluntarily join the dues deduction provision.

1.023 Long-term substitute teaching assignments

A casual substitute (i.e., a substitute who serves for fewer than sixty-one [61] consecutive days in a single position) may be assigned to a long-term substitute teaching assignment, as the need may arise, to temporarily replace a bargaining unit

member who is taking an extended leave of absence, provided the individual possesses/obtains a long-term substitute license from the Ohio Department of Education in the license type/teaching field applicable to the long-term substitute teaching assignment.

A casual substitute who is given a long-term assignment will, effective his/her (61st) day in the long-term assignment, become a member of the bargaining unit, however the temporary employment will automatically terminate at the end of the long-term assignment or the end of the school year, whichever occurs first, without need for further Board action (i.e., the Board does not need to evaluate or non-renew him/her pursuant to Ohio Revised Code Section 3319.11, 3319.111 and 3319.112). If the long-term assignment terminates prior to the conclusion of the school year because the regular individual will be returned to his/her status as a casual substitute and will be used on an as-needed basis to the end of the school year, pursuant to Ohio Revised Code Section 3319.10.

1.03 Tutors

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

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

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

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

- | | |
|---------------|---|
| Section 5.06 | Sabbatical Leave |
| Section 5.085 | Insurance – Parental Leave |
| Section 5.106 | Insurance – Medical Leave |
| Section 5.112 | Insurance – Exchange or
Foreign Teaching Leave |
| Section 5.12 | Workshop/Conference Clinic/ |

Section 6.023	State Tournament Leave
Section 6.07	Involuntary Transfer
Section 6.09	School Year/School Day
Section 6.15	Class Size/Class Load
Section 8.01	Experience Credit
Section 8.06	Insurances
Section 9.01	Tuition Reimbursement
Section 9.02	Salary Schedules
Section 9.03	Supplemental Contracts
Section 9.06	Placement
	Substituting

1.04 Subcontracting

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

1.05 Chain of Command

In the event of a concern, complaint, inconsistency, or disagreement between a member and Administration, chain of command procedures to seek a resolution shall be followed.

Chain of command procedures are as follows:

A.

1. Member shall consult their association representative.
2. A meeting shall be scheduled with the Supervisor/Administrator.

B.

1. In the event a resolution has not been achieved, member and/or representative shall present the concern to the Executive Committee of the Association.
2. After presenting to the Executive Committee, the Vice-President shall schedule a meeting with the Supervisor/Administrator in a second attempt to resolve the concern.

- C. If no resolution is achieved, the Association President will place the concern on the Labor Management Committee (LMC) agenda to be presented to the Superintendent. (member and Administrator may be asked to attend.)

- D. If no resolution can be mutually agreed upon, the concern will be presented to the Treasurer and the Board of Education.

It is expressly agreed that nothing in this provision precludes an Association member, Administrator, and the Board of Education from complying with responsibilities applicable under Ohio Revised Code.

ARTICLE II – NEGOTIATIONS PROCEDURE

2.01 Request for Negotiations

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

2.02 Exchange of Proposals

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

2.03 Composition of the Negotiating Team

The negotiating teams shall be composed of not more than five (5) persons. Each team shall select a chief spokesperson who shall be in attendance at each negotiating session unless otherwise agreed by the parties.

2.04 Exchange of Information and Views

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

2.05 Requests for Assistance

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

2.06 Negotiation Period

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

2.07 Agreement

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

2.08 Disagreement

2.081 Mediation

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

2.082 Cost of Mediation

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

ARTICLE III – GRIEVANCE PROCEDURE

3.01 Definitions

3.011 “Association” shall mean the Liberty Association of School Employees.

3.012 “Administration” shall mean the Superintendent, Assistant Superintendent, directors, supervisors, coordinators, building principals, and assistant principals.

3.013 “Board of Education” and “Board” shall mean the Liberty Local Board of Education.

- 3.014 “Days” shall mean actual working days unless specified differently. During the months of June, July and August when school is not in session, “Days” shall mean Monday through Friday except days when the Board office is closed. All grievances initiated in the summer shall commence at Step II except for full-time classified employees who shall file at Step I. Days in the summer may be extended up to ten (10) days upon notification by either party.
- 3.015 “Grievance” shall mean a claim by a member(s) that there has been a violation, misinterpretation or misapplication of the Contract between the Association and the Board.
- 3.016 “Grievant” shall mean a member(s) and his/her representative (which is the Association) initiating a claim as defined in 3.015. (Where more than one [1] person is a grievant, each shall sign the grievance.)
- 3.017 “Immediate Supervisor” shall mean that administrator having immediate supervisory responsibility over the grievant.
- 3.018 “Member” shall mean a member of the bargaining unit described in Article I, Section 1.02, of this Contract.

3.02 Rights of the Grievant and the Association

- 3.021 A grievant shall be accompanied at all times and at all formal steps of the grievance procedure by a representative of the Association.
- 3.022 The purpose of these procedures is to secure, at the lowest level administrator having authority to resolve the grievance, equitable solutions to grievances. All parties agree that grievances will be kept as confidential as is appropriate and processed as expeditiously as possible.

3.03 Time Limits

- 3.031 The number of days and the time limits indicated at each step in the procedure shall be the maximum.
- 3.032 If the grievant does not file a grievance in writing within twenty (20) days of the occurrence or knowledge of the act, then the grievance shall be considered waived.
- 3.033 If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed settled on the basis of the disposition at that step, and further appeal shall be barred.
- 3.034 Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.

- 3.035 All notices of hearings, dispositions of grievances, written grievances and appeals shall be in writing and hand-delivered or mailed by certified mail, return receipt requested. The bargaining agent shall receive copies of all notices.
- 3.036 Every reasonable effort will be made to process grievances to a satisfactory conclusion by the end of a school year.
- 3.037 Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.

3.04 Grievance Procedure

3.041 Formal Procedure

Step I

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

Step II

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

Step III

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

or by certified mail with a return receipt requested with the date of receipt recorded thereon.

The Board as its option may meet with the grievant for the purpose of reviewing such grievance. The meeting shall be held in executive session unless otherwise required by law. If the Board determines to hear the grievance, such meeting shall be held within fifteen (15) days of receipt by the President of the Step III Grievance Report Form or at the next regular Board meeting occurring after the fifteen (15) days. Following such meeting, the disposition of the grievance shall be written by the Board of Education and given to the grievant by the President of the Board of Education within seven (7) days.

Step IV

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

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

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

The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this Collective Bargaining Agreement, nor add to, detract from, or modify the language therein in arriving at a determination of any issue presented that is proper with the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination.

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

3.05 Miscellaneous

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

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

3.06 Exclusivity of the Grievance Procedure

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

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

ARTICLE IV – RIGHTS

4.01 Board of Education Rights

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

4.02 Association Rights

4.021 The bargaining agent shall have the sole and exclusive organization rights to process grievances under this Contract.

4.022 The bargaining agent shall have the organizational right to use school mailboxes, email, telephone and fax.

4.023 The bargaining agent shall have the organizational right to use interschool mail privileges.

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

4.03 Payroll Deduction of Dues

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

4.04 Service Fee

This section is null and void as a matter of law based on the Supreme Court decision in Janus v. AFSCME, Council 31, 585 U.S. ____ (2018), and will not be implemented, but is preserved should the law change in future years.

- 4.041 All bargaining unit members who are not members of the Association shall pay a monthly service fee equivalent to the monthly dues uniformly required of such members, not including initiation fees, fines or assessments, as certified by the Association to the Treasurer before each school year and as further necessary to be accurate. Such payment shall be subject to a rebate procedure provided by the Association meeting all requirements of applicable state and federal law.
- 4.042 Such service fee shall be automatically deductible beginning the first paycheck after January 15th and continue as provided by the Association Treasurer.
- 4.043 The balance of any annual deductions shall be deducted from the final paycheck of a non-member bargaining unit member resigning his/her position, receiving a leave of absence, or terminating his/her employment after the opening of school.
- 4.044 The Board will provide the Association with a single printout showing the non-member bargaining unit members from whom such service fees were deducted. This itemized statement with a transmittal letter will be prepared monthly.

- 4.045 The foregoing provisions regarding service fees shall be subject to all requirements of Ohio Revised Code, Section 4117.09(C) and all other applicable law of the subject matter.
- 4.046 The Association agrees to defend, indemnify and hold harmless the Board, its individual members, the Superintendent, Treasurer, and other members of the Administration, in any claim, demand, action or cause of action brought to contest collection or other elements of administration of the Agency Fee.

ARTICLE V – LEAVES OF ABSENCE

5.01 Request for Leave

All employees will report their request for leave (personal or sick) to the building principal or immediate supervisor as early as possible, and not later than one (1) hour before their duty time. Requests shall be submitted through *Frontline Education Absence Management*, or other similar agreed upon system, up to two (2) full days, if possible, prior to the start of the requested leave date.

Personal leave may be taken in one-half (1/2) day increments with two (2) day prior notice.

Requests for unpaid leave must be submitted to the superintendent at least five (5) days prior to leave commencement.

Response from administration will be given within two (2) days of the requested submission or by the close of business day prior to the leave date. If no response is returned to the employee prior to the leave date, approval is automatically granted.

5.02 Sick Leave

5.021 Annual Allowance

Bargaining unit members shall be granted sick leave on the following basis: one and one-quarter (1 ¼) days for each completed month of service, or fifteen (15) days for each completed year of service. Sick leave credit shall be given on the first pay of the month following when service credit is earned.

5.022 Manner of Calculation

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

5.023 Accumulated Sick Leave

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

5.024 Approved Use of Sick Leave Days

Employees will report their absence to the building principal or immediate supervisor as early as possible, and not later than one (1) hour before their duty time. Each new employee, upon signing a contract for the school year, shall be entitled to five (5) days absence with pay until the five (5) have been earned as indicated above. Sick leave may be granted in increments of one-half (1/2) or one-quarter (1/4) day with prior approval. The employee must make the request two (2) full business days prior to the start of the work day.

**The immediate family shall be construed to mean spouse, children, dependent grandchildren, father, mother, sister, brother, or similar relative by marriage; or death in the household (a year-long resident of the home).

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

- A. Personal illness
- B. Death in the immediate family, when the immediate family is construed to mean husband, wife, children, father, mother, sister, brother, or similar relative by marriage; or death in the household (a year-long resident of the home). Up to five (5) days' sick leave shall be granted.

Up to two (2) days of sick leave shall be granted for a death of other family members not included in the definition of immediate family such as aunt, uncle, niece, nephew or cousin or similar relative by marriage.

Up to one (1) day shall be granted for attendance at calling hours or funeral services of a close friend.

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

5.025 Exhaustion of Sick Leave

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

A. Incentive for Non-Use of Sick Days

Employees who limit their use of sick days shall be eligible for an incentive if the number of days expended is one (1) day or less during the course of the school year or contract year depending upon job classification. The incentive will be equal to one (1) day at the employee's current per diem rate.

5.026 Falsification of Sick Leave Form or Certificates

- A. Falsification of either the sick leave form or physician's certificate, if submitted, or the member's statement is ground for suspension or termination of employment.
- B. An employee who uses more than five (5) consecutive days of sick leave for personal illness or personal injury must complete and submit a sick leave form together with a verification from his/her attending physician of the duration of the personal illness or personal injury which justified the use of sick leave. (See Appendix A).

5.027 Sick Leave Bank

5.0271 Establishment

- A. Each bargaining unit member may contribute one (1) day of his/her accumulated sick leave to the Sick Leave Bank during the enrollment period. Enrollment periods will be from August 20th through September 15th of each school year. New employees will have thirty (30) days from the date of employment to enroll. The donated day is not returnable, nor does it count against the attendance incentive.

- B. During the year, additional time may be donated by bank members upon the agreement of the Sick Leave Bank Committee.
- C. No donations may be made except as provided in this section.
- D. The Association has the responsibility to inform bargaining unit members of the Sick Leave Bank and enrolling interested parties, and supplying this information to the Treasurer's Office. Communication regarding the operation of the Sick Leave Bank will rest with the Sick Leave Bank Committee and the Association and not the Board or Treasurer's Office.

5.0272 Operational Procedures

- A. Use of days from the Sick Leave Bank will be limited to those individuals who have contributed to the bank.
- B. Use of days from the Sick Leave Bank will be limited to catastrophic illness of or injury to the Bargaining Unit member, spouse, or dependent children. A doctor's statement is required with the application in order to be considered. Members may not use days in the Sick Leave Bank to extend parental leave; however, medical complications which would otherwise qualify are not prohibited. The recuperation from surgeries or other procedures which could otherwise have reasonably been scheduled during school vacation periods will not qualify for Sick Leave Bank donation. In addition, bargaining unit members whose sick leave has been depleted by intermittent use may not qualify for this benefit.
- C. Use of days from the Sick Leave Bank will be considered by the Sick Leave Bank Committee only after the individual has used all of his/her accumulated sick leave, personal leave, and/or vacation days and has used possible advances of sick leave days.
- D. The maximum number of days allocated by the sick leave bank will be in no greater than twenty (20) day increments. After the first allotment of days any additional days may be granted at the discretion of the Sick Leave Bank up to maximum days calculated at twenty percent (20%) of the days in the bank at the time of the initial application.
- E. Members shall not be required to repay days used from the Sick Leave Bank.

5.0273 Sick Leave Bank Committee

- A. The Bank will be operated on a voluntary basis. A committee shall be formed to administer the Bank and to provide the information whereby the Treasurer's office of the Board will keep the records. This committee shall be empowered to adopt rules and regulations and to make decisions required to administer the Sick Leave Bank, so long as those rules, regulations, and decisions do not modify the agreement contained herein. Decisions of the Sick Leave Bank Committee shall be considered final and are not subject to the grievance procedure. This committee will be titled the "Sick Leave Bank Committee" (hereafter referred to as the SBC). The SBC shall be composed of the following four (4) persons:
 - 1. The Association President or his/her designee.
 - 2. Treasurer of the Board or his/her designee.
 - 3. Two (2) bargaining unit members. These members are to be appointed by the Association President and shall be participants of the Sick Leave Bank.
- B. Should a vacancy occur on the SBC, a replacement for the vacant position shall be appointed by the authority making the original appointment.
- C. One (1) of the three (3) bargaining unit SBC representatives will be selected to act as chairperson of the SBC. The Association President will designate the chairperson prior to the first meeting of the SBC.
- D. The SBC will be responsible for developing the forms needed to operate the Bank.
- E. Guidelines will be reviewed annually by the Sick Leave Bank Committee.

5.03 Assault Leave

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

to the employment-related assignment. Additional days of assault leave, in lieu of sick leave, shall be granted by the Superintendent up to a maximum of sixty (60) workdays, based on the physician's verification that the employee cannot perform the tasks required for his/her position. The Superintendent may require a second opinion from a qualified physician.

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

5.04 Personal Leave

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

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

- The first teacher day and last week of the school year.
- Any day set aside for professional development and conference days which the certified staff members are required to attend.
- The day immediately preceding or the day immediately following Thanksgiving with the following exceptions: a maximum of six (6) teachers (three [3] at Blott/Guy and three [3] at LHS/Jr. High) may submit a request for the day preceding and the day following Thanksgiving on request for leave system on a first applied – first awarded basis.
- The day immediately preceding or the day immediately following winter break. The day immediately preceding or the day immediately following spring break.
- The days immediately preceding and immediately following a scheduled break are unrestricted.

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

- A. Religious holidays for the observance of high or major holidays (such as Christmas) of the employee's faith.
- B. Required attendance of a person at an institution of higher learning for the purpose of an examination, for registration, or for graduation.
- C. Required attendance of a spouse, son, or daughter at an institution of higher learning for the purpose of examination and/or registration.
- D. Attendance at a funeral of a relative or a close friend, or as performing as a pallbearer at a funeral.
- E. When required to appear in a court as a litigant or witness.
- F. Attendance at graduation ceremonies of a member of the immediate family from high school or an institution of higher learning.
- G. Required attendance by a person in any government or professional bureau or office, when such bureau or office is not open for business on Saturday, or when such business cannot be conducted during other than working hours.
- H. Emergency moving from one residence to another – one (1) day.
- I. Weather conditions of such a nature to make it impossible for an employee to report for work; such conditions as being cut off by high water, obstructions, stuck in snow, etc.
- J. Accidents involving property used by the employees.
- K. Hospitalization or illness of a closes relative or member of a household, which is not covered by sick leave.
- L. Attendance at one's own wedding or the wedding of a relative or participation in the wedding of a close friend.
- M. Honeymoon or trip following one's own wedding.
- N. Any comparable reason approved by the Superintendent.

5.05 Association Leave – With Pay

5.051 OEA Representative Assembly Leave

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

5.052 Conference Leave

5.0521 Release Time

Released time shall be allowed for bargaining unit members to attend instruction, professional development, or human relations conferences sponsored by the Ohio Education Association. The number of work days released shall not exceed a total of five (5) in a school year.

5.0522 Notification

Notification for released time to attend one of the previously mentioned conferences shall be made to the Superintendent at least two (2) weeks prior to the released time.

5.0523 Attendance

The bargaining unit members to attend conferences shall be members of the Association and elected or appointed to attend one (1) or more of the previously mentioned conferences by the Association Executive Committee or general membership.

5.06 President's Leave

The Association President shall, with notification to the Superintendent and Building Principal or Building Supervisor at least one (1) day in advance, be granted a maximum of three (3) days' leave with pay per school year to conduct Association business.

5.07 Sabbatical Leave

5.071 Entitlement

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

once in a three (3) year period, nor to the same teacher when other members of the staff have filed a request for such leave.

5.072 Fringe Benefits

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

5.073 Return to Service

A teacher must sign an agreement to return to service in Liberty Local School District for two (2) consecutive years following his/her return from leave, unless causes beyond the control of the individual prevent such a return to service. At the conclusion of the leave, the bargaining unit member must present evidence that the professional study and improvement was achieved during his/her sabbatical leave.

If service of the teacher returning from sabbatical leave is terminated by the teacher before the end of the two (2) years following such return, a salary refund to the board must be made proportional to the amount of service not actually rendered. This refund will include amounts paid by the Board for retirement, insurance, and the fringe benefits. Such refunds will be deducted from the teacher's pay in accordance with a schedule established by the Board Treasurer.

5.08 Short-term Unpaid Leave

A bargaining unit member who has exhausted other applicable enumerated leaves and is in need of a short-term leave may apply to the Superintendent for a leave of up to five (5) days. The bargaining unit member shall provide reasons for the leave, and the days shall be unpaid. Requests for the unpaid leave should be submitted in writing to the Superintendent as soon as possible in advance of the leave. Unpaid short-term leave when granted by the Superintendent shall be recommended to the Board of Education for approval.

5.09 Parental Leave of Absence

5.091 Definition

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

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

5.092 Notification of Pregnancy

Employee shall notify the Superintendent of pregnancy as soon as possible. This notification shall be in writing and shall include the following:

- A. A medical certificate signed by the employee's physician in the event of disability or condition of impairment.
- B. The date of anticipated return to work.

5.093 Procedure and Term of Parental Leave

Said leave shall begin on the first day of the parental leave and the employee shall notify the Superintendent as to the employee's intention regarding the return to employment no later than thirty (30) days prior to the expiration of said leave. Upon approval of the Board of Education and upon assuring of a special circumstance, a parental leave of absence may be extended for a period not to exceed one (1) school year for employees with two (2) or more years, but the total amount of leave cannot exceed two (2) school years.

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

5.095 Early Termination of Parental Leave by Request of Employee

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

- A. The employee is declared eligible to return to regular duties by a written medical certification signed by her physician that she is physically and emotionally able to resume full-time employment.
- B. Certified/licensed staff returning from sabbatical, parental leave, medical leave or family medical leave of absence as defined by contract may not return if date of return is less than thirty (30) days from the end of the school year or ten (10) days from the end of a grading period. It is understood that the Board of Education will extend applicable medical benefits to those returning under these circumstances from Family Medical Leave.
- C. After reinstatement eligibility has been determined, the Superintendent of Schools may recommend reassignment of duty at an earlier time than that which is stated herein, but in all cases of parental leave, reassignment shall

be in accordance with the recommendation of the Superintendent of Schools and the needs of the school system. At the end of the leave, the employee shall be returned to a position for which she holds a valid certificate/license.

5.096 Use of Sick Leave for Pregnancy Purposes

- A. An employee shall be permitted to use accumulated unused sick leave days for absence due to pregnancy. Where an employee is absent due to pregnancy, but has used all accumulated sick leave, she may utilize Parent Leave as provided in this Article.
- B. All insurance coverage provided by the Board and desired by the employee shall be continued, upon approval by the respective insurance carrier, for those who are on such leave, upon payment of the premium by the employee to the Treasurer not later than the 25th day of each month preceding the month for which the premium is due.
- C. The use of sick leave after the birth of a child is comparable to the use of sick leave for other medical reasons. Therefore, as soon as medical examination verifies that the employee is medically able to come back to work, parental leave shall become effective and sick leave pay ends.

5.10 Family and Medical Leave Act of 1993 (FMLA)

A. Eligibility

- 1. An eligible staff member may take up to twelve (12) work weeks of unpaid leave (“FMLA leave”) in any twelve (12) month period for one (1) or more of the following circumstances:
 - a. the birth of an employee’s child and to care for the child up to age one;
 - b. the placement of a child with an employee for adoption or foster care, up to a twelve (12) month period after the placement;
 - c. to care for the spouse, child, or parent of an employee when that family member has a serious health condition;
 - d. the employee’s inability to perform the functions of the position because of the employee’s own serious health condition. Such a condition may be an illness, injury, impairment, or physical or mental conditions that involves in-patient care in a hospital, hospice, or residential treatment facility or requires continuing treatment by a health-care provider. (M.D. or D.O.)

e. any “qualifying exigency” that arises out of the fact that the employee’s spouse, son, daughter or parent is on covered active duty, or has been notified of an impending call or order to covered active duty. Additionally, eligible employees may take up to twenty-six (26) weeks of unpaid leave in a “single twelve (12) month period” to care for a covered service member with a serious injury or illness.

2. To be eligible for FMLA Leave, the employee must:

a. Have been working for the Board for at least twelve (12) months before the leave request (these do not need to be consecutive months); and

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

3. Twelve Month Period

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

4. Usage of FMLA

a. The Board in accordance with Federal Statute shall utilize the employee’s accrued sick leave simultaneous with granting an eligible FMLA leave. The staff member may request that all accrued paid vacation leave or personal leave be used to substitute for the family leave described in this section. In cases in which the District has employed both spouses, the total amount of family leave is twelve (12) weeks for the couple, except when the leave is due to the serious health condition of the other spouse.

b. Leave under FMLA shall entitle the staff member to up to twelve (12) weeks of board-paid hospitalization and major medical insurance only. The staff member shall receive no board-paid compensation other than hospitalization and major medical insurance while on FMLA leave.

c. An employee who fraudulently obtains FMLA leave from the Board is not protected by the law’s job restoration or maintenance of health benefits provision.

5. Inconsistencies Between the Agreement and FMLA

All terms which are not defined in Section 5.10 of the Agreement shall have the same meaning as those terms defined in the Family and Medical Leave Act of 1993. If there are any inconsistencies between Section 5.10 of the Agreement and the Family and Medical Leave Act of 1993, the Family and Medical Leave Act of 1993 and lawful amendments thereto, shall prevail.

5.11 Medical Leave

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

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

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

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

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

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

authorized leave status shall be considered to have terminated his/her contract by abandonment.

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

5.12 Exchange or Foreign Teaching Leave

5.121 After three (3) or more consecutive years of contractual service in the Liberty Local School District, leaves of absence shall be granted for teaching outside the continental United States or in an approved teacher-exchange program. Such leaves shall be for one (1) year and may be extended for an additional year upon written request of the employee. Annual increments provided by the salary schedule shall be granted for the year or years of teaching abroad.

5.122 Insurance Benefits

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

5.13 Workshop/Conference/Clinic/State Tournament Leave

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

At least two (2) weeks prior to the conference or workshop or clinic or state tournament date, the employee must present to the supervisor a copy of a completed application for attendance at the workshop, conference or clinic. Included with the application for attendance shall be materials indicating the sponsor, nature, purpose and duration of the workshop, conference or clinic. After review by the supervisor, the application will be submitted to the Superintendent for consideration. The employee will be advised at least

one (1) week prior to the conference date as to whether his or her application has been approved.

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

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

5.14 Military Service

5.141 Regular Duty

5.1411 Indefinite leaves of absence shall be granted to employees who leave the employ of the Board to serve in the Armed Forces of the United States in compliance with the requirements of the Ohio Revised Code.

5.1412 Employees discharged under honorable conditions shall resume the contract status held prior to entering military service, subject to passing a physical examination and subject to other constraints, if any, of the Ohio Revised Code. Such contract status shall begin at the beginning of the school semester following return from the Armed Services.

5.1413 Upon reinstatement, such employees shall receive credit on the salary schedule for time spent in the military service in accordance with the Ohio Revised Code.

5.15 Jury Duty Leave

All regular employees on jury duty shall be paid their salary for the number of days they are required to serve on a jury, up to the time the employee shall be released from further service. There is no financial penalty to the employee for serving on jury duty and any payment for fulfilling duty shall be remitted to the District.

5.16 Misuse of Leave

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

ARTICLE VI – EMPLOYMENT PROCEDURES FOR TEACHING STAFF

6.01 Teacher Assignment

- 6.011 No teacher shall be assigned to a position (“primary teaching assignment[s]”) for which he/she is not certificated/licensed. (This section does not apply to casual substituting referred to in Article VIII, Section 8.06.)
- 6.012 Teacher(s) who will be affected by change of grade, subject, or building assignment will be notified in writing and consulted by the principal as soon as it is practicable. Such changes will be voluntary where possible.

6.02 Transfers

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

Wherever applicable within this Agreement, Pre-K through 6 shall be considered one (1) separate building including the Commons Area (Pre-K through 6), shall be considered one (1) separate facility. The high school (Grades 7-12) shall be considered one (1) separate facility.

6.022 Voluntary Transfers

- A. Teachers who desire a transfer for the subsequent school year should file a written request on or before March 15th. The request should contain a first preference and a second preference. Each preference should also contain the desired building, grade level, and/or subject.
- B. No later than May 15th, the Superintendent shall post, via a staff bulletin, a list of known vacancies for the next school year.
- C. After the July 10th resignation deadline, members of the bargaining unit shall be notified of further vacancies by including notice of such opening by email and a letter to the Association President and Vice-President.
- D. When a position becomes available, all members of the bargaining unit who are qualified by certification/licensure, have the right to apply and shall be interviewed.
- E. The Superintendent shall determine the final placement of all bargaining unit members.

6.023 Involuntary Transfer

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

6.03 Certificated/Licensed Vacancies

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

- A. All certificated/licensed openings including but not limited to regular, supplemental and/or promotional positions that occur during the school year shall be adequately published by being posted in all buildings. Any objection by the Association or an employee for failure to post a certificated/licensed opening shall be made to the Superintendent prior to the Board meeting at which employment action is to be taken. All qualified teachers shall be given adequate opportunity to make application for such positions during the school year. The notice shall clearly set forth a description of and the qualifications for the position, including duties, salary range, and procedure for application.

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

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

6.04 Contracts

6.041 Individual Limited Contract – Regular

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

- A. Name of teacher.
- B. Name of the school District and Board of Education employing said teacher.
- C. Type of contract, limited or continuing – if limited, the number of years’ contract is to be in effect.
- D. Annual compensation (schedule and step).
- E. Teacher agreement that he/she shall abide by Board adopted policies.
- F. Provision for signature and date of signature of the teacher being contracted.
- G. Any provisions called for by the terms of this contract.

6.042 Continuing Contract

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

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

of the notice.

6.05 Teacher Evaluation

The Board adopts the Ohio Teacher Evaluation System (“OTES 2.0”) model as approved by the State Board of Education.

The Board acknowledges that the overarching purpose of the teacher evaluation system is to serve as a tool to advance the professional development of teachers, to inform instruction, and to assist teachers and administrators in identifying and developing the

best educational practices in order to provide the greatest opportunity for student learning and achievement.

The agreement shall be implemented as set forth herein included in the collective bargaining agreement with the Liberty Association of School Employees.

Bargaining unit members who declare retirement by December 1st of the current school year, and submit a letter of intent to the Superintendent by that date, are exempt from the evaluation process.

Evaluation and High Quality Student Data Committees

Given the ever-changing nature of the mandated teacher evaluation process, the Board authorizes the Superintendent and the District Evaluation Committee to mutually agree upon recommended changes to the Board for the appropriate revision of this OTES Agreement throughout the duration of this contract.

6.051 Definitions

“Ohio Teacher Evaluation System (OTES)” - The teacher evaluation system required by Ohio Rev. Code § 3319.111 and § 3319.112.

“Teacher” - For the purpose of this Agreement, “teacher” means a licensed instructor who spends at least fifty (50%) of his/her time providing content-related student instruction and who is working under one (1) of the following:

- A. A license issued under ORC Sections 3319.22, 3319.26, 3319.222, or 3319.226; or
- B. A permanent certificate issued under ORC Section 3319.222 as it existed prior to September, 2003; or
- C. A permanent certificate issued under ORC Section 3319.222 as it existed prior to September, 2006; or
- D. A permit issued under ORC Section 3319.301

Substitute teachers and teachers not meeting this definition are not subject to evaluation under this Agreement. Regular and Part Time bargaining unit members who do not meet the definition will be evaluated utilizing the evaluation procedures in Article 11.01-B and Appendices B-2, B-6, and C of the collective bargaining agreement in effect between the Board and the Liberty Association of School Employees.

The Superintendent, Treasurer, and any “other administrator” as defined by ORC Section 3319.02 are not subject to evaluation under this Agreement.

“Credential Evaluator” - For the purposes of this Agreement, each teacher subject to evaluation will be evaluated by a person who:

- A. Is the direct building administrator (direct principal or assistant principal) of the teacher’s home building. Another administrator in the District may evaluate the teacher if requested by the teacher and agreed upon by the requested administrator; and
- B. Meets the eligibility requirements under ORC Section 3319.111 (D); and
- C. Holds a credential established by the Ohio Department of Education for teacher evaluation; and
- D. Has completed state-sponsored evaluation training as has passed online credentialing assessment.

Only credentialed principals and assistant principals regularly employed by the Board will serve as evaluators, unless otherwise agreed to by both parties.

“Ohio Evaluation System (OhioES)” - The electronic system used by the District to report aggregate, summative teacher evaluation ratings to the Ohio Department of Education (ODE).

“Evaluation Cycle” – The period from the establishment of a professional growth or improvement plan through the issuance of an evaluation rating, in the year in which an evaluation rating is required by this contract or Ohio Rev. Code §3319.111 and

“Evaluation Factors” - refers to the multiple measures that are required by law to be used in the teacher evaluation procedure. The walkthrough(s), observation(s), and other components required by Ohio Rev. Code § 3319.111 and § 3319.112 to be used in the teacher evaluation procedure.

“Evaluation Framework” - means the document created and approved by the Ohio Department of Education in accordance with section 3319.111 (A) of the Ohio Revised Code that establishes the standards-based framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.

“Evaluation Instruments”- refers to the forms used by the teacher’s evaluator. Those forms, developed by ODE or other forms as agreed upon by the Liberty Association of School Employees and the Board of Education.

“Evaluation Rating” - The final summative evaluation level that is assigned to a teacher based on the holistic review of all Evaluation Factors, observed during the Evaluation Cycle. The rating shall be “Accomplished”, “Skilled”, “Developing”,

or “Ineffective”. The final rating shall not be weighted in such a way that one (1) domain or component of the evaluation system has a higher importance than another, except that any area marked N/A shall not negatively impact the evaluation rating.

“Comparable Evaluations” - For the purpose of this Agreement, “comparable” shall mean all teachers rated above “Ineffective” for their Final Summative Rating shall be comparable and equal.

“High Quality Student Data (HQSD)” - means locally-determined data that provides evidence of student learning attributable to the teacher who is being evaluated. Each evaluation shall contain two (2) measures of high quality student data (HQSD). When applicable to the grade level or subject area taught, High-Quality Student Data (HQSD) shall include the value-added progress dimension, when applicable, and the teacher shall use at least one (1) other measure of HQSD to demonstrate student learning. HQSD may also include data obtained from the list of Ohio Department of Education approved student assessments and District approved vendor assessments.

“Value-Added” - refers to measure of student progress at the District and school level based on each student’s scores on the state issued standardized assessments.

“Walk-Throughs” - a five (5) to ten (10) minute informal observation conducted by a Credentialed Evaluator using the approved Walk Through Form agreed upon by the Liberty Association of School Employees and Board of Education.

“Teacher Performance” - The assessment of a teacher, during the evaluation cycle, which is based upon the educator professional standards, and reported using the rubric contained in Appendix B. As an evaluation factor, the teacher holistic rating is based on direct observations of a teacher’s practice (including materials and other instruction artifacts) and walkthroughs that are performed by a credentialed evaluator. Teacher performance results are reported as a teacher’s final holistic rating.

“Focused Observation”- a classroom observation with an emphasis on identified focus area(s) of the evaluation rubric.

6.052 Standards-Based Teacher Evaluation

Teacher evaluations will be utilizing multiple factors, with the intent of providing meaningful feedback to each teacher and assigning an effectiveness rating based in equal part upon teacher performance and student growth.

Each teacher evaluation will result in an effectiveness rating of:

A. Accomplished;

- B. Skilled;
- C. Developing; or
- D. Ineffective

The District will utilize OhioES for reporting compliance with the Standards Based Teacher Evaluation process. The Superintendent shall annually file a report to the department of education the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating as set forth above, aggregated by teacher preparation programs from which and the years in which the teachers graduated.

6.053 Assessment of Teacher Performance

Teacher performance will be evaluated in at least two (2) approved/scheduled formal observations and periodic informal observations also known as “classroom walkthroughs”. A teacher’s performance shall be based on the Ohio Teacher Evaluation System Teacher Performance Evaluation in Appendix B, by a trained and credentialed evaluator.

Teachers subject to evaluation under this Agreement will be evaluated annually using:

- A. the Formal Observation Procedure described herein; and
- B. a series of Informal Observations/Classroom Walkthroughs

In addition, evaluators will consider and cite evidence gathered from a variety of sources in addition to the observation when completing the teacher performance evaluation rubric. Sources of evidence include: professional growth and improvement plans, conferences (pre, post, etc.), classroom walkthroughs, and any evidence provided by the teacher. Examples include, but are not limited to, student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, portfolios, summative assessments, professional education organization work, education awards, and student work samples.

6.054 Orientation of Teachers

Not later than September 15th of each year, or in the case of a new teacher, within thirty (30) days of the first day of employed, each teacher shall be notified in writing of the name and position of his or her evaluator, if other than their home building principal or assistant principal.

6.055 Formal Observation and Classroom Walkthrough Sequence

6.0551 Schedule of Evaluation

All instructors who meet the definition of “teacher” as set forth by this Article shall be evaluated based on at least two (2) scheduled formal observations and periodic classroom walkthroughs. Walkthroughs should number no less than two and no more than eight (8) unless agreed upon by the teacher and evaluator each school year. Additional walkthrough may occur after the post conference upon mutual consent. Unless mutually agreed upon with his/her evaluator, no teacher shall be evaluated more than once annually.

Teachers who have a current rating of “Ineffective” and are under consideration for renewal/non-renewal or termination shall receive at least three (3) formal observations, in addition to the periodic classroom walkthroughs (minimum of two [2] walkthroughs per formal observation). The third formal observation shall occur at least fifteen (15) working days following the second post-observation conference, unless mutually agreed upon. The first observation will be no later than October 15th.

Any teacher who receives a rating of “Accomplished” on his/her most recent evaluation in this District shall be evaluated through the formal evaluation cycle every third school year. However, at least one (1) scheduled focused observation, and at least two (2) but no more than eight (8) walkthroughs and an informal pre conference with the teacher, must be held each year. During the less frequent evaluation cycle, a post conference is available upon request.

Any teacher who receives a rating of “Skilled” on his/her most recent evaluation in this District shall be evaluated through the formal evaluation cycle every second school year. However, at least one (1) scheduled focused observation, and at least two (2) but no more than eight (8) walkthroughs and an informal pre conference with the teacher, must be held each year. During the less frequent evaluation cycle, a post conference is available upon request.

Evaluations will be completed by May 1st and each teacher will be provided a written report of the results of his/her evaluation by May 10th.

In evaluating teacher performance in these areas, the Board shall utilize the measures set forth by the Ohio Department of Education’s OTES “Teacher Performance Evaluation Rubric” equally for instructional planning, instruction and assessment, and professionalism.

6.0552 Additional Criteria for Performance Assessment

Teacher instructional performance assessments shall be based on the evidence provided by the teacher, on the formal observations of the teacher

by the teacher's assigned evaluator, and the classroom walkthroughs that are set forth in this Agreement.

All monitoring or observation of the instructional/classroom performance of a teacher shall be conducted openly and with full knowledge of the teacher.

All results and conclusions of performance assessments shall be documented and supported by evidence.

In implementing performance assessments, the District shall conduct all assessments so as to observe the legal and constitutional rights of teachers; and no teacher performance information shall be collected by video or audio devices without the written permission of the teacher.

6.0553 Formal Observation Procedure

A minimum of two (2) formal observations shall be conducted. A formal observation shall last a minimum of thirty (30) continuous minutes and no more than the length of one (1) lesson. There shall be at least two (2) weeks between formal non-continuous observations and the previous observation's post-conferences unless otherwise agreed by the teacher.

Teachers shall not receive a formal observation on a day before or after a day on which standardized testing is administered, any school holiday, any break of more than three (3) days, or the day after an approved long-term leave of absence.

After the first formal observation any subsequent formal observation shall not take place prior to the completion of the post conference.

The second formal observation will be a focused one that may occur later in the school year. It shall be announced. A Formal Focused Observation is at least thirty (30) minutes in length and no more than the length of one (1) lesson and emphasizes the focus area(s) identified after the earlier Formal Holistic Observation. Its purpose is to ensure the teacher receives the support necessary for growth in the focus area(s). While evaluators must collect sufficient evidence related to the identified focus area(s), they also must document sufficient evidence to support a Final Holistic Rating at the end of the evaluation cycle.

6.0554 Observation Conferences

All observations shall be preceded by a pre-observation conference between the credentialed evaluator and the teacher within five (5) working days of the scheduled evaluation. At the pre-observation conference, teachers shall provide evidence for the classroom situation to be observed on the pre-

observation form in Appendix B and the parties shall agree to the date, class, and/or prep for the observation.

A post-observation conference shall be held after each observation on a full evaluation cycle year. The post observation conference shall take place within ten (10) working days following the formal observation. During the less frequent evaluation cycle, a post conference is available upon request.

6.0555 Informal Observation/Classroom Walkthrough Procedure

A walkthrough/informal observation is a formative assessment process that focuses on one (1) or more of the following components and results in brief written notes or a summary using the approved Walkthrough/Informal Observation Form (ODE Form).

The walkthrough/informal observation shall consist of at least five (5) consecutive minutes, but not more than ten (10) consecutive minutes in duration for teachers on the full evaluation cycle in accordance with Ohio Revised Code 3319.111 and 3319.112.

The classroom walkthrough/informal observation is a:

- tool that provides the opportunity to gather evidence of instruction over a series of short classroom visits.
- process for giving targeted evidenced-based feedback to teachers, and;
- means for evaluators to visit the classroom more frequently and more purposefully.

A classroom walkthrough/informal observation is not a(n):

- formal observation
- “gotcha” opportunity for supervisors or evaluators;
- isolated event; or
- shortcut to the observation protocol required as part of the teacher evaluation process
- unreasonable disruption and/or interruption of the learning environment.

The teacher shall be provided access to the Walkthrough/Informal Observation Form. Data gathered from the walkthrough/informal observation must be placed on the form designated in Appendix B and provided to the teacher within two (2) working days of the completion of the walkthrough/informal observation in paper or electronic form. The teacher and/or administrator may request a face-to-face meeting to discuss the walkthrough feedback.

6.0556 Remediation of Significant Deficiencies Identified During Observation

Formal observations resulting in the identification of performance deficiencies shall be addressed during the post- observation conference. All significant deficiencies identified by the evaluator which might result in adverse employment action shall be compiled and reported in the post-observation form.

The evaluator involved shall make recommendations and provide resources and tools to assist the teacher for the purpose of remediation of identified deficiencies that, unabated, might lead to adverse employment action.

The evaluator and teacher shall develop a plan for remediation of identified deficiencies and such remediation issues shall be added into the teacher's growth or improvement plan, including:

- A. Performance issues documented as deficient; and
- B. Specific performance expectations.

6.056 High Quality Student Data (HQSD)

Each evaluation shall contain two (2) measures of High Quality Student Data (HQSD). When applicable to the grade level or subject area taught by the teacher being evaluated, HQSD shall include the value-added progress dimension as one (1) source of HQSD.

High Quality Student Data will be in accordance with Ohio Revised Code 3319.112.

HQSD shall be used as evidence in any component of the teacher's evaluation related to the following:

- A. Knowledge of the students to whom the teacher provides instruction;
- B. The teacher's use of differentiated instruction practices;
- C. Assessment of student learning;
- D. The use of assessment data;
- E. Professional responsibility and growth.

HQSD shall not be aggregated to provide "shared attribution" among teachers in a District, building, grade, content area, or other group.

6.0561 Vendor Assessments

When utilizing vendor assessments to construct HQSD, all related teaching, student, and other educational materials shall be purchased, and all affected staff shall be trained on utilization of the assessment program. All vendor

assessments in consideration will be brought before the Building Level Team (BLT) for review.

The administrators and the district evaluation committee shall provide a recommendation to the Superintendent and Association President on the use of a proposed vendor assessment prior to submission to the Board of Education. The committee may ask for the vendor to make a presentation to the committee.

All teachers and credentialed evaluators will be trained on any new vendor assessment being used that school year. This training will provide implementation and use of the data.

Any HQSD assessments purchased by the District must be used as a HQSD instrument.

An assessment by the building administrator and BLT members shall occur in May of each school year. This assessment will be shared with the Superintendent and LASE.

6.0562 Use of High Quality Student Data

Each evaluation shall contain two (2) measures of high-quality student data (HQSD). When applicable to the grade level or subject area taught by the teacher being evaluated, HQSD shall include the value-added progress dimension as one (1) source of HQSD in accordance with Ohio Revised Code 3319.112. The teacher will select student data that will be used in consultation with the evaluator and will provide evidence that demonstrates the teacher has used the data in accordance with this policy. The evaluator may use the data as evidence to determine a performance rating in any component of the evaluation where applicable.

When applicable to the grade level or subject area(s) taught by a teacher, high-quality student data will include the value-added progress dimension. High-quality student data will meet the following criteria:

- A. aligns to learning standards
- B. measures what is intended to be measured
- C. is directly attributable to the teacher being evaluated for course(s) and grade level(s) taught
- D. demonstrates evidence of student learning (achievement and/or growth)
- E. follows protocols for administration and scoring
- F. provides trustworthy results; and
- G. is fair and unbiased

AND

The teacher must use the data generated from the high-quality student data instrument:

- A. Critically reflecting upon and analyzing available data, using the information as part of an ongoing cycle of support for student learning
- B. Considering student learning needs and styles, identifying the strengths and weaknesses of an entire class, as well as individual students
- C. Informing instruction and adapting instruction to meet student need based upon the information gained from the data analysis
- D. Measuring student learning (achievement and/or growth) and progress towards achieving state and local standard

When utilizing teacher created HQSD instruments, the teachers shall submit the HQSD instrument for approval.

Co-teaching with HQSD: Teachers who have an approved co-teaching arrangement shall determine the HQSD instrument used for the individual teachers in the co-teaching arrangement based on the time each has spent with the student(s). When applicable to the grade level or subject area(s) taught by a teacher, high- quality student data will include the value-added progress dimension. Any HQSD assessments purchased by the District must be used as a HQSD instrument.

A teacher evidencing approved long-term leave (e.g. FMLA, parental or other Board authorized leave), with a mutual agreement of the evaluator, may utilize value- added from the most recent prior year.

6.057 Finalization of Evaluation

6.0571 Written Report

Before the evaluation cycle is final, and not later than May 10, a copy of the evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator.

6.0572 Completion of Evaluation Cycle

- A. The summative evaluation rating shall be based upon a preponderance of the evidence, assessed in a holistic manner, that is aligned to the Ohio Educator Standards and the Teacher Performance Evaluation Rubric.

- B. The evaluation shall acknowledge, through the gathered evidence, the performance strengths of the teacher evaluated as well as performance deficiencies, if any.
- C. The evaluator shall note evidence of all information used to support the conclusions reached in the formal evaluation report.
- D. The evaluation report shall be signed by the evaluator and the teacher to verify notification to the teacher that the evaluation shall be placed on file. The teacher's signature shall not be construed as evidence that the teacher agrees with the contents of the evaluation report. Electronic signatures (e.g. a 'PIN') may be used.
- E. The evaluation report shall be completed, signed by both parties, and filed with the Superintendent no later than May 10.
- F. The Superintendent shall annually file a report to the ODE including only the following information:
 - 1. the number of teachers for whom an evaluation was conducted;
 - 2. the number of teachers assigned each rating (Accomplished, Skilled, Developing or Ineffective) aggregated by the institution where they received their teaching degree and the year in which they graduated.
- G. Upon request, teachers shall be given copies of all information and documents obtained through the evaluation process.

6.058 Response to Evaluation

The teacher shall have the right to make a written response and to have it attached prior to it being placed in the teacher's personnel file. A copy, signed by both parties, shall be provided to the teacher. The teacher may, within five (5) business days following the receipt of an evaluation report, submit a written rebuttal, not to exceed three pages in length, which shall be promptly attached to the evaluation report and any copies of the evaluation report which are retained in the District's records or submitted to the Board for its consideration.

6.059 Professional Growth and Improvement Plans

Based upon the results of the annual teacher final summative teacher evaluation, as determined above, each teacher and/or their credentialed evaluator must develop either a Professional Growth Plan or Improvement Plan. Teachers developing a Professional Growth Plan may utilize the Self-Assessment Summary Tool found in

Appendix B. There will be three (3) categories of Professional Growth or Improvement Plans:

- A. Teachers rated Accomplished or Skilled will develop their Professional Growth Plan independently and submit their plan to their credentialed evaluator. Professional Growth Plans for a school year shall be developed by the fourth week of that school year. The Professional Growth Plan shall include the following components:
- Identification of area(s) for future professional growth;
 - Specific resources and opportunities the teacher wants to explore to enhance their skills, knowledge, and practice;
 - Outcomes that will enable the teacher to increase student learning and achievement.
 - A teacher may submit their Professional Growth Plan in lieu of an IPDP to the LPDC to meet renewal requirements for their certificate/license.
 - Timelines for completion of the plan.
- B. Teachers rated Developing must develop a Professional Growth Plan collaboratively with their credentialed evaluator for the evaluation cycle. Professional Growth Plans for a school year shall be developed by the fourth week of that school year. The Professional Growth Plan shall include the following components:
- Identification of area(s) for the future professional growth;
 - Specific resources and opportunities to assist the teacher in enhancing skills, knowledge, and practice; Outcomes that will enable the teacher to increase student learning and achievement.
 - A teacher may submit their Professional Growth Plan in lieu of an IPDP to the LPDC to meet renewal requirements for their certificate/license.
 - Timelines for completion of the plan.
- C. Teachers rated Ineffective on the Teacher Performance component must comply with an Improvement Plan developed by their credentialed evaluator with input from the teacher. Improvement Plans for the next school year shall be developed not later than May 20th of each school year. The Improvement Plan shall include the following components:
- An Improvement Statement identifying specific area(s) for improvement as related to the Ohio Standards for the Teaching Profession;
 - A desired level of performance that is expected to improve and a reasonable time period to correct deficiencies.

- A specific Plan of Action that must be taken by the teacher to improve his/her performance with sources of evidence (measurable goals) to documents the completion of the improvement plan;
- A description of educational supports and/or opportunities for professional development needed to improve the identified area(s).
- A description of support the Board will provide to assist in the completion of this Improvement Plan. (i.e. – provide a substitute teacher if the teacher needs to attend a workshop during the workday, etc.)
- Timelines for completion of the plan.
- The first observation of the following year will be conducted no later than October 15th.

If a teacher and evaluator are unable to agree on the evaluator’s expectations for the improvement plan, the teacher may request an elected LASE representative, of the employee’s choosing, to facilitate further discussion between the teacher and the evaluator toward development of the improvement plan.

6.0591 Board Professional Development Plan

The Board shall meet the requirements of ORC 3319.112 (A)(8)(9) to provide professional development and sufficient financial resources to support the professional learning required by this Agreement and in accordance with the Ohio State Board of Education’s statewide evaluation framework. The Board’s plan will be reviewed annually.

The Improvement Plan shall include:

- A. Specific, measurable instructional practices to be observed;
- B. Specific, evidence-based resources, and assistanceto be provided;
- C. Clearly articulated timelines for the completion of the plan; and
- D. Monetary, time, material, and human resources sufficient to realize the expectations set forth in the plan; and,

Professional Growth and Improvement Plans shall be aligned to the teacher’s evaluation.

No Improvement Plan or Professional Growth Plan will have more than two (2) achievable goals per Evaluation Cycle.

6.0592 Retention/Removal of Teachers

It is the purpose of this Standards-Based Teacher Evaluation Agreement to improve the quality of instruction, enhance student learning and strengthen professional competence through meaningful feedback and targeted

professional development. In addition, the evaluations produced will serve to inform the Board on employment decision regarding removal/non-renewal of poorly performing teachers. For the duration of this Agreement, any OTES rating above “Ineffective” shall be considered comparable and equal.

The removal/non-renewal of poorly performing teachers shall be in accordance with the Ohio Revised Code and any applicable provisions of the language of the Collective Bargaining Agreement between the Board and the Liberty Association of School Employees.

Any teacher with a summative rating of “Ineffective” for two (2) out of three (3) most recent school years may have their contract terminated at the discretion of the Board of Education. The teacher has the right to address the Board, with an agent of his/her choice if so desired, before such action is taken.

Nothing in this Agreement will be deemed to prevent the Board from exercising its rights to non-renew, terminate, or suspend a teaching contract as provided by law and the terms of the Collective Bargaining Agreement in effect between it and the Liberty Association of School Employees. The evaluation system and procedures set forth in this Agreement shall not create an expectation of continued employment for teachers on a limited contract that are evaluated under this Agreement. The Board reserves the right to non-renew a teacher evaluated under this Agreement in accordance with this Agreement and O.R.C. 3319.11 notwithstanding the teacher’s summative rating.

6.0510 Non-OTES Employee Evaluation

Observations

Philosophy: The regular classroom employee evaluation system must be linked to professional growth and improvement in teaching performance. It should allow for the development of a close relationship between the regular classroom employee and the evaluator. The goal of the regular classroom employee and the evaluation must be an authentic (sincere) attempt to attain professional growth and development.

Objectives

- A. Provide an opportunity for improvement of the teaching and learning process.
- B. Provide an opportunity to improve rapport between staff and administration.
- C. Provide evaluation by specific criteria.
- D. Provide a basis for determining re-employment or non-renewal.

6.0511 Standards Based Guidance Counselor Evaluation

The Board shall provide training for administrators and/or others designated by the Superintendent that ensure awareness of and understanding of the processes, forms, tools, and development of a Standards Based Guidance Counselor Evaluation as adopted by the Ohio State Board of Education.

A. Schedule of Evaluation

1. A minimum of two (2) formal observations shall be conducted to support each performance assessment/evaluation. A formal observation shall last a minimum of thirty (30) minutes. There shall be a minimum of three (3) weeks between formal observations. If after the second formal observation, a counselor's performance is found deficient to the extent that adverse personnel action may result, a minimum of one (1) additional observation shall be conducted.
2. All formal observations may be preceded by a conference between the evaluator and the counselor prior to the observation in order for the counselor to explain plans and objects for the classroom situation to be observed.
3. A post observation conference shall be held after each formal observation and shall be used to inform the counselor if observed practices are aligned with the expectations identified in the *Ohio Standards for School Counselors* as defined in *School Counselor Evaluation Rubric*.
4. A walkthrough is a formative written assessment piece that focuses on any of the following components:
 - A. Development, preventative, response and alignment of counseling plan.
 - B. Assisting students in developing and applying knowledge, skills and mindset for academic, career, and social emotional development.
 - C. Consultation with school personnel, parents/guardians, community agencies that support all students.
 - D. Using data to develop plans and programs.

- E. Advocacy for school wide programs to enforce a positive learning environment for students.
- F. Or any other components of the standards and rubrics approved for School Counselor and District and building improvement plans.

Walkthroughs shall be of sufficient duration to allow the evaluator to assess the focus of the observation.

- 5. Evaluators cannot conduct formal and informal observations when school counselors are engaged in confidential counseling activities.
- 6. Evaluations will be completed by May 1st and each counselor will be provided a written report of the results of his/her evaluation by May 10th. Notice of non-renewal for school counselors at the end of a limited contract is June 1st.

B. School counselor evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each school counselor and assigning an effectiveness rating based upon school counselor performance and the counselor's assessment on selected student metrics.

- 1. Accomplished,
- 2. Skilled,
- 3. Developing, or
- 4. Ineffective

The specific standards and criteria for distinguishing between these ratings/levels of performance shall be the same as those developed by the State Board of Education, which are incorporated herein by reference.

C. Assessment of school counselor performance:

School counselor performance will be evaluated during formal and periodic information observations. Such performance will be assessed through a holistic process by trained and credentialed evaluators based upon the following *Ohio Standards for School Counselors*:

- 1. Comprehensive School Counseling Program Plan;
- 2. Direct Services for Academic, Career, and Social/Emotional Development;

3. Indirect Services: Partnerships and Referrals;
4. Evaluation and Data;
5. Leadership and Advocacy; and
6. Professional Responsibility, Knowledge, and Growth

D. A high-performance school counselor will be evaluated less frequently as follows:

1. A school counselor who receives a rating of “Accomplished” on his/her most recent evaluation may be evaluated every three (3) years, as long as the counselor’s metrics for student outcomes for the most recent years for which data is available, is “skilled” or higher. If the determination is made to evaluate every three (3) years, the counselor will nevertheless be provided with a least one (1) observation and conference in any year that such counselor is not formally evaluated.
2. A school counselor who receives a rating of “skilled” on his/her most recent evaluation may be evaluated every other year, as long as the counselor’s metrics for student outcomes for the most recent year for which data is available, is “skilled” or higher. If the determination is made to evaluate every three (3) years, the counselor will nevertheless be provided with a least one (1) observation and conference in any year that such counselor is not formally evaluated.

E. Each school counselor evaluated under this policy shall annually complete a “Self-Assessment” utilizing the Self-Assessment Summary Tool approved by the Board.

F. Assessment of Student Metrics:

The Board will select student metrics (measures that assess a school counselor’s ability to produce positive student outcomes) that will be utilized for school counselor evaluations in the areas of academics, career, and social emotional developments. Any modifications to the metrics that will be used in school counselor evaluations will be adopted before the start of the school year.

In order to obtain an “Accomplished” rating in this area, a school counselor must have a top score in all three (3) categories. Therefore, metrics shall be included in all three (3) areas for such a rating. A counselor may obtain a

score in just (1) area, however, to receive a summative score.

Data for these approved measures of student growth shall be scored on four (4) levels, with a score of “1” being the lowest and “4” being the highest.

6.06 Reduction in Staff

6.061 Scope of Procedure

The following procedures shall govern the reduction of certified/licensed staff made necessary through the reasons set forth in law. Such procedures may be subject to revision in order to ensure compliance with State and Federal laws relating to employment decisions. The procedures contained herein for such reduction in certificated/licensed staff shall not pertain to contracts non-renewed in accordance with Ohio Revised Code Section 3319.11 and to teachers employed as replacements for teachers on leave of absence.

6.062 Attrition

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

6.063 Reduction in Force

Reductions under this RIF procedure which cannot be achieved through attrition shall be made by suspension of contracts on or before June 1st for the following school year.

6.064 Seniority

- A. When conducting a RIF, the Board will suspend contracts in accordance with the Superintendent’s recommendation who shall, within each teaching field affected, give preference first to teachers on continuing contracts. The Board will not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations.

Comparability of will be determined in relation to the effectiveness ratings defined in the Board’s standards-based teacher evaluation policy and the provisions included in this agreement in accordance with Ohio Revised

Code Sections 3319.111 and 3319.112. For bargaining unit members not subject to the Board's standards-based evaluation policy (non-OTES teachers), the Administration will determine comparability of evaluations, which decisions will not be arbitrary or capricious.

B. Seniority will be applied as follows:

All certificated/licensed employees shall be placed on a seniority list within their area or areas of certification/licensure. These seniority lists shall govern matters of retention and recall subject to the exceptions provided for in 6.064 A above.

C. Consistent with the provisions of 6.064 A above, exceptions to preferences for retention based on seniority may be made when it is necessary to do so in order to comply with state and federal laws relating to employment with the aforesaid 6.064 A above.

D. Seniority shall be determined by the length of continuous service in the bargaining unit as a certified/licensed employee. If two (2) or more teachers have the same length of continuous service, then seniority will be determined by:

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

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

E. The teachers whose contracts are suspended pursuant to this Article shall have the right of restoration to service status if and when teaching positions become vacant or are created for which any of such teachers are or become qualified. No teacher whose contract has been suspended pursuant to this Article shall lose that right of restoration to service status by reason of having declined recall to a position that is less than full-time or, if the teacher was not employed full-time just prior to suspension of the teacher's contract, to a position requiring a lesser percentage of full-time employment than the position the teacher last held while employed in the District.

Seniority shall not be the basis for rehiring a teacher, except when making a decision between teachers who have comparable evaluations.

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

6.07 School Year/School Day

6.071 School Year

The school year shall consist of and may exceed but not fall below the minimum number of instructional hours as required by state law and includes:

- A. Teacher contracts shall be based upon one hundred eighty (180) work days.
- B. Parent-Teacher conference days shall be held on two (2) evenings selected by administration, faculty, and building secretary. The hours shall not exceed the hours that are normally required on those days students will have early release. Teachers will complete a six (6) hour conference schedule one-half (1/2) hour after student dismissal and this evening shall include a one-half (1/2) hour dinner allotment.

Open houses will be conducted as in the past, and teacher attendance is required. Except in unusual situations, the administration will limit curriculum meetings to no more than two (2) per month and building meetings to no more than two (2) per month. These meetings are conducted outside the established school day and teacher attendance is required. This does not preclude the right to conduct teacher meetings within the established school day.

- C. In addition, three (3) days may be used for professional development. These days shall be the first and last days of the official school calendar and one (1) day, as scheduled, during the school year. On the last clerical day of the school year, teachers will be permitted to leave at noon if they have been checked out by their building principal.

6.072 School Day

The school day shall not be longer than seven (7) hours, twenty-five (25) minutes (on student days) of consecutive time and shall include a thirty (30) minute, duty free, uninterrupted lunch period. The school day shall be no longer than seven (7) hours and fifteen (15) minutes on non-student days.

6.073 Lunch Period

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

6.074 Preparation Period

- A. All teachers who teach at least three (3) classes per day will receive a daily preparation period equivalent to one (1) instructional period.
- B. These teachers will be paid at their current hourly rate for this preparation period.
- C. Teachers who do not teach at least three (3) classes will not receive a preparation period.

6.075 Calamity Days

6.0751 When a school or schools are closed due to weather or other unexpected event on a scheduled student contact day, teachers in the building(s) affected will not be required to report to work and will not be charged with any leave.

6.0752 The Superintendent shall seek the input of the LASE President prior to designating days during the school year to serve as make-up days when the number of missed hours of instruction exceeds minimum number of hours required by the State of Ohio.

6.0753 Teachers in the affected buildings will report to the buildings on the designated make-up days. Such make-up days shall be considered a part of the school year and not an additional compensation day.

6.08 Personnel Files

- A. Employees shall have the opportunity to reply to critical material by a written statement to be attached to the file copy, if submitted within ten (10) business days after the issuance of the document(s).
- B. Employees shall be informed of any complaint by a parent, student, or administrator which is directed toward the employee and which will become a matter of record.
- C. Anonymous letters or materials shall not be placed in an employee's file, nor shall they be made a matter of record.
- D. Each employee shall have the reasonable right upon request to review the contents of his or her own file, with the exception of confidential references which were used in conjunction with or prior to his or her employment.
- E. An employee shall be entitled to a copy, at Board expense, of any material in his or her own file.

- F. Any item placed in an employee's file of a disciplinary nature shall not, after four (4) years, be considered for future corrective disciplinary action provided that no intervening discipline has occurred or unless mutually agreed otherwise by the parties. Employee may request removal of any disciplinary item after four (4) years if there has been no additional disciplinary action.

6.09 Class Size/Class Load

6.091 Class Size

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

To address safety issues, any time the student roster exceeds thirty-five (35) in the Liberty High School study hall, the administration will make reasonable efforts to schedule students to keep the number of students in the study hall practical.

6.092 Class Load

- A. In the high school and middle school, each teacher shall be assigned not less than one (1) planning period equivalent to one (1) instructional period per work day.
- B. Intervention Specialists will be granted up to one (1) day each semester for planning and case load maintenance.
- C. In the event an Intervention Specialist caseload exceeds the state maximum allowed for the year, additional planning will be granted as needed and agreed upon by the Intervention Specialist and Administration.
- D. The practice of requiring a regular classroom elementary teacher to be present in physical education classes instructed by a certified/licensed physical education teacher will be discontinued.
- E. The practice of requiring a regular classroom elementary teacher to be present in the library when a certified/licensed librarian is present will be discontinued.
- F. At the E.J. Blott Elementary building, homeroom teacher bargaining unit members shall not assume playground and/or cafeteria duty. Non homeroom teachers may be assigned playground and/or cafeteria duty not to exceed thirty (30) minutes per day based upon his/her availability. However, non-homeroom teachers shall only be assigned one (1) homeroom class per instructional period.

- G. At the PK-6 building, teacher bargaining unit members may be given an assignment designed to monitor and interact with students to better acclimate students to the start of the school day. Morning assignment shall commence at 8:15 a.m. (or fifteen [15] minutes after the scheduled start time, whichever is applicable) and will end with the arrival of students to homeroom. A mutually agreed upon schedule or rotation of duty roster shall be determined between Administration and Building Representatives.

A sub-committee of four (4) persons (2 persons from each party) shall be established to develop an equitable solution for utilizing non-homeroom teaching staff for playground duty.

6.10 Resident Educator Program

- A. The Resident Educator Program for beginning teachers licensed after January 1, 2011, is for the purpose of providing educators with coaching, mentoring and guidance that are critical to improving their skills and knowledge and student achievement. The Resident Educator Program will be a program administered and funded by the Board. This program shall be separate from and shall not replace the employee evaluation system.
- B. The Administration shall select the mentors for Resident Educators from a pool of bargaining unit volunteers only and no bargaining unit member can be required to serve as a mentor. Those teachers who volunteer to Mentor Teacher must be trained to act as a mentor through the Ohio Department of Education Instructional Mentoring Program.
- C. The Mentor Teacher must hold a valid teaching certification/license.
- D. The Mentor Teacher/Resident Educator relationship is solely for the purpose of formative assistance. No information obtained in this relationship shall serve as a basis for any summative evaluation of the Resident Educator’s performance. All information, written or oral, shall not be used in any employment or re-employment situation by the Board.
- E. In addition to mutually agreed upon released time in coordination with the building administration, each Mentor/Facilitator Teacher shall receive supplemental pay in accordance with the chart below. In addition, the Board will pay all training fees required for Mentor/Facilitator Teachers to receive the mandatory ODE state training.

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

F. General

1. Other than a notation to the effect that a teacher served as a Mentor Teacher, the teacher's activities as a Mentor Teacher shall not be part of that staff member's evaluation.
2. No Resident Educator shall be required to remain in a Resident Educator Program after advancing to a professional educator license.
3. Mentor Teachers shall not participate in the District's evaluation of any Resident Educator.
4. Mentor Teachers shall not be requested or directed to make any recommendation regarding the continued employment of the Resident Educator.
5. No Mentor Teacher shall be requested or directed to divulge information from the written documentation, or confidential Mentor Teacher/Resident Educator discussions. Any violation of this tenet by the Mentor Teacher shall constitute grounds for immediate removal from his/her role as Mentor Teacher.
6. At any time, either the Mentor Teacher or the Resident Educator may request to have a new Mentor Teacher assigned. The Mentor Teacher and the Resident Educator must operate in a trusting and comfortable relationship; therefore, no specifics shall be given as to the request or granting of this option and no prejudice or evaluation is to be given any such change.
7. All Mentor Teachers and Resident Educators shall keep confidential all discussions, actions, materials and other information to the extent permitted by law.
8. Mentor Teachers shall communicate directly with the Resident Educators and shall not discuss/report the performance and progress of the Resident Educator with any administrator, assessor, or other teacher, other than a Resident Educator Program Coordinator, if such a position is filled.

6.11 Fair Dismissal

A. Contract Termination

Termination of contract of a teacher shall be in accordance with the provisions of R.C. 3319.16 and related statutory law.

B. Nonrenewal of Limited Contracts

1. Limited contract teachers who have been employed for three (3) or fewer years, and who were employed by the Board after the ratification of this Agreement, shall be notified by the Superintendent that they will not be recommended to the Board for rehiring for the next school year, if it is the intention of the Administration to recommend non-renewal.
2. This non-renewal procedure for teachers who have been employed for three (3) or fewer years and who were employed by the Board after the ratification of this Agreement, supersedes all provisions of R.C. 3319.11 and R.C. 3319.111, and such teachers shall have no right to challenge said non-renewal pursuant to R.C. 3319.11 or 3319.111, nor may they challenge the non-renewal through the negotiated grievance procedure.
3. The contract of limited contract teachers who were employed prior to the ratification of this Agreement may be non-renewed by the Board and shall be in accordance with R.C. 3319.11 and Section 6.11 of this Agreement.

C. Teachers being so notified shall be given the opportunity to resign prior to any official action of the Board.

D. This action shall cover work done under all regular and supplemental contracts.

6.12 Continuing Contract Requests

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

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

6.13 School Phones and Fax

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

6.14 Student Discipline

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

6.15 Experience Credit

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

6.16 Liberty Local Professional Development Committee (LLPDC)

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

ARTICLE VII – EMPLOYMENT PROCEDURES FOR CLASSIFIED STAFF

7.01 Work Week

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

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

7.02 Overtime

Employees shall be paid time and one-half (1 ½) their regular rate of pay for all hours worked in excess of forty (40) hours per week. Employees requested to work on any designated holiday shall be paid at the rate of time and one-half (1 ½) their regular rate of

pay in addition to the regular holiday pay. Compensatory time may be taken by the employee in lieu of premium pay by mutual agreement. Compensatory time shall be accrued at the rate of one and one-half (1 ½) hours off for each hour worked overtime. Accumulated compensatory time can accrue to no more than ten (10) hours at any given time.

When the administration determines that overtime is necessary, it shall first be offered to employees in the classification on a voluntary basis according to seniority within the classification. In the event, no member in the classification accepts the overtime, then overtime will be offered to other qualified employees in other classifications.

7.03 Seniority

7.031 Definition

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

7.032 Classification Seniority

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

7.033 Tie Breaker

Ties in seniority shall be broken through the following procedure:

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

7.034 Break in Seniority

Legal separation shall be defined as a letter of resignation accepted by the Board, Board resolution terminating the contract of an employee, provided that the employee's termination is upheld after appeal (or is not appealed), or notification of the Board's intent not to renew a limited contract of an employee. Employees

hired under state and federally funded programs shall accrue seniority from the date first employed, however funding is derived.

7.04 Layoff and Recall

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

- A. The number of people affected by reduction in the force will be kept to a minimum by not employing replacements insofar as practical of employees who die, resign, retire or otherwise vacate a position.
- B. When it becomes necessary to lay off employees following attrition, for reasons as stated above, the affected employee shall be laid off in the affected classification according to their classification seniority with the Board with the least senior employee laid off first.
- C. Authorized leaves of absence do not constitute an interruption in continuous service.

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

Maintenance	Head Cook
Custodial	Cook
Mechanic	Lunchroom/Recess Aide
Secretary	Educational Aides
Bus Driver	Intervention Assistant
Media Center Aide	

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

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

1. Reason for the layoff or reduction.
2. The effective date of layoff.

3. A statement advising the employee of their rights of reinstatement from the layoff.

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

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

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

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

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

7.05 Job Classifications

Job Classifications – The Board agrees to establish the following classifications:

Maintenance	Head Cook
Custodial	Cook
Mechanic	Lunchroom/Recess Aide
Secretary	Educational Aides
Bus Driver	Media Center Aide
Intervention Assistant	

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

The Board retains the right to alter, change or abolish any job classification at any time. Should such action be under consideration, the Board agrees to notify LASE prior to official Board action.

Buildings Defined

Wherever applicable within this Agreement, PK-6, including Commons, shall be considered one (1) separate building. The high school shall be considered one (1) separate facility.

7.051 Bus Driver

A. Supervision

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

B. Regular Runs (Trips)

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

Regular scheduled routes will be picked up in order of seniority. If any issues arise the transportation representative and supervisor will review the routes.

C. Extra Trips

1. Definition

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

2. Entitlement

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

Extra trips which interfere with a driver's regular runs shall be offered to drivers on the respective roster. Drivers may have the option of driving their regular runs or the extra trip if a substitute is available to cover the driver's regular runs. Drivers who choose the

extra trip shall forfeit the pay for their regular run (only that regular run which the driver does not drive).

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

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

3. Roster Schedule

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

- a. The Trip Roster shall be for extra trips commencing between 7:01 AM and 7:00 PM.

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

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

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

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

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

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

b. Notification (Offering)

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

It is the responsibility of the Transportation Supervisor or designee to inform those responsible for ordering buses for extra trips, to do so as to comply with said advance notification. The Transportation Supervisor or designee shall post and maintain a roster of all drivers offered extra trips and dates. Trip requests received after offering for the day has begun shall be added to the roster immediately and offered so as to continue the rotation from that point with no backtracking or trading.

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

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

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

c. (Charging)/Exceptions

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

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

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

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

D. Substitutes

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

F. Compensation

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

Regular Trip Roster

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

Secondary Roster: (any day Liberty Local Schools is closed)

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

Bus drivers' salary schedules shall be based on four (4) hours per day. Any regular run time, including all related duty time, over four (4) hours shall be at their regular hourly rate and to be paid in fifteen (15) minute segments.

Bus drivers shall work in accordance with the school calendar, four (4) hours per day, exclusive of extra trips.

Bus drivers' pay for sick leave, personal leave, and holiday pay shall be computed on four (4) hours only. Bus drivers shall be paid a minimum of two (2) hours Call-Out Pay at their regular hourly rate for the following:

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

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

F. Duties

Each driver shall complete a pre-trip inspection.

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

Extra trip drivers shall clean the bus interior and refuel.

Each driver shall complete a post trip inspection.

G. Attendance at Meetings

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

7.052 Custodian

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

Starting and quitting times are adjusted by their supervisor. Overtime is reimbursable at one and one-half (1 ½) times the regular rate of pay.

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

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

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

A minimum of two (2) hours at time and one-half (1 ½) shall be paid to any custodian, maintenance, mechanic or helper when employee is called out prior to his regular starting time or on a non-scheduled work day.

All custodians required to work on boilers shall be provided coveralls and gloves with costs to be borne by the Board.

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

7.053 Educational/Media Center Aid/Intervention Assistants

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

Educational Aides shall work five (5) days per week. Educational Aides shall work three and three quarters (3.75) hours per day and will received nine (9) paid holidays. Section 8.03.

Media Center Aides shall work five (5) days per week. Media Center Aides shall work three and three quarters (3.75) hours per day and will receive nine (9) paid holidays. Section 8.03.

Intervention Assistants shall work five (5) days per week. Intervention Assistants shall work three and three quarters (3.75) hours per day and will receive nine (9) paid holidays. Section 8.03.

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

Educational Aides may substitute, for the secretary in the building to which the aide is assigned at the discretion of the principal, current educational aides shall continue to be paid at Step 7 of the Secretary Salary Schedule when subbing for the building secretary. Any Educational Aides hired after the date of this contract shall be paid at Step 3 of the Secretary Salary Schedule when subbing for the building secretary. (10.02 A).

Educational Aides/Media Center Aides/Intervention Assistants who substitute or work additional time shall be paid their regular hourly rate for all time worked in their respective job classification. Time worked outside of current job classification shall be paid at substitute rate, with the exception of when the Educational Aides substitute for the building secretary as referenced above.

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

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

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

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

7.054 Secretaries

All secretaries hired before September 1, 2013 shall remain two hundred fifty (250) day employees and continue to earn vacation as outlined in section 8.04; as well as, paid holidays as outlined in section 8.03 of this Agreement.

Secretaries hired after September 1, 2013 shall be considered Eleven Month employees. Paid holidays, with the exception of July 4, shall follow section 8.03. Eleven Month Secretaries will work an eleven-month schedule from August 1st – June 30th each year. The month of July is not worked, and no vacation time is earned or expended.

Secretaries may be assigned "summer hours" during the months school is not in session. Hours must be mutually agreeable to secretarial staff and Administration (seven [7] hour days with one [1] hour lunch). Hours must run from 7:00 am – 2:00 pm or 8:00 am – 3:00 pm.

7.06 Assignments and Transfers

7.061 Temporary Assignments

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

7.062 Medical Transfer

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

7.063 Transfer from One Classification to Another

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

7.07 Vacancies

7.071 Definition of Vacancy

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

7.072 Job Posting Procedures

A. Job Posting

- 1. The board shall post all vacancies in the schools, bus garage, and the administrative office for at least five (5) working day, at the end of which the bidding shall be closed. A copy of the job posting for each vacancy shall be sent to the President of the Association.

2. The posting of vacancies shall include, but not be limited to, qualifications, hours per day/week, rate of pay, place of initial assignment and the person to whom the request shall be submitted. A copy of the job description shall be available in the office of the Superintendent, or his/her designee.
3. The posting period shall begin no later than ten (10) working days from the time the Board creates a new position or declares a vacancy.

B. Request for Position

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

C. Selection Process

1. If an employee currently working in a classification bids for a vacancy in the classification and is deemed by the Board to be qualified for the position, he/she shall be awarded the position based on classification seniority defined in 7.032 and shall work the probationary period set forth in 4. below. For vacancies in which an employee in the classification does not submit a bid, the vacancy shall be awarded on the basis of the qualifications, previous job experience, degree of satisfaction with the skills and work performance by the applicant in his/her present or former position.
2. In the event two (2) or more applicants are under final consideration for employment and reasonably equal in qualifications, and one (1) or more of such applicants are current employees, seniority with the Board shall be the determining factor in awarding the position.
3. A school employee shall receive a first consideration on any new position.
4. Present employees who are awarded a bid or who change job classifications, shall serve a twenty (20) working day probationary period. If the employee determines he/she does not want to stay in the position, or if the Board or its designee determines that the employee's work is not satisfactory, the employee shall be returned to his/her former position. During the probationary period, the Board may hire a substitute to fill the vacancy created by the bid or transfer.

5. Any regular position being filled by a substitute employee for fifteen (15) consecutive working days, except in cases of extended illnesses, injury, vacation, authorized leave or another job assignment, shall be considered a regular position, and shall be posted as such in accordance with the procedure outlined in paragraph A. 1, 2, and 3, above.
6. All regular positions which are to be filled under the provisions of this section shall be awarded at the next Board meeting or a time period not to exceed forty-five (45) days following paragraph B.

7.073 Involuntary Transfer from One Shift to Another

A. Definition of Shift

The day shift begins between 6:00 AM and 8:00 AM; the afternoon shift begins between 2:00 PM and 4:00 PM; the midnight shift begins between 10:00 PM and 12:00 midnight.

B. Procedure

If it becomes necessary to involuntarily transfer an employee from one shift to another, the least senior employee within the affected classification shall be transferred.

Exceptions to this procedure are:

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

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

7.08 Employment Practices of Classified Employees

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

7.081 Service Credit on Salary Schedule

New employees who have worked in another school system or held a comparable position in business, industry or other public service in the same classification may

be given credit for each year of experience on the appropriate salary schedule. However, no new employee shall be placed at a higher salary level than the youngest employee in the classification to which they are being assigned.

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

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

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

7.09 Employment Contracts

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

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

7.10 Evaluation

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

Each May, a review of the evaluation instrument(s) shall be conducted upon request of the Association President. If requested, the review shall include five (5) to ten (10) representatives of the Association who will meet with the Administration. Changes in the form shall be by mutual agreement.

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

7.11 Personnel File

A. Employees shall have the opportunity to reply to critical material by a written statement to be attached to the file copy, if submitted within ten (10) business days following the issuance of the document(s).

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

7.12 Building Use – Classified Personnel

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

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

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

Whenever it is necessary for cafeteria employees to work other than regularly scheduled hours, an additional charge shall be made for non-school connected activities. The rate shall be made for non-school connected activities. The rate shall be an amount equivalent to one and one-half (1 ½) times the cafeteria worker's hourly rate of pay.

7.13 Lunch Periods/Breaks

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

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

7.14 Available Additional Time

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

7.15 Fee Reimbursement

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

- A. Aides Certification renewal
- B. C.D.L. renewal (C.D.L. component)
- C. Annual Driver abstract
- D. Each bus driver will receive a special payment of sixty dollars (\$60.00) for successful completion of the required six (6) year C.D.L. recertification training.
- E. Each bus driver will receive a special payment of fifteen dollars (\$15.00) for the successful completion of a required random drug test.

7.16 Dispensing of Medicine

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

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

7.17 Mandatory Meetings

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

ARTICLE VIII – BENEFITS

8.01 Insurances

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

The plan will have four (4) premium levels:

- A. Employee
- B. Employee plus child(ren)
- C. Employee plus spouse
- D. Employee plus spouse plus child(ren)

For employees working six (6) hours or more daily, the Board shall pay ninety percent (90%) of the premium cost employee for their basic medical benefits, with the employee paying the remaining ten percent (10%).

The premium cost to the employee for basic medical and prescription benefits shall not increase above fifteen percent (15%) over the previous year's premium cost each year of the agreement.

Employee contribution shall be payable in twenty-four (24) installments. The monthly amount for employees with three (3) tiers: employee, employee plus spouse, and employee plus family will be determined by calculating the cost of insurance within each tier and dividing that amount by the number of eligible employees being insured by the District under this provision, capped at the above amounts.

- Effective July 1, 2013, employees scheduled to work four (4) hours or less per day, shall not be eligible for any type of insurance benefits exclusive of current bus drivers and employees grandfathered by the previous M.O.U.
- Subject to the above, eligible employees working less than six (6) hours per day, or those working less than thirty (30) hours per week, may access Board health insurance with the employee paying the full cost of the premiums payable to the Treasurer no later than the 25th of each month preceding the month of coverage.

Any person wishing to opt out of hospitalization/major medical insurance benefits shall notify the Treasurer directly, in writing, by July 1st to opt out for the following school year. The Treasurer shall send forms to all employees in May to offer the opportunity to opt out of hospitalization/major medical insurance coverage for the following school year. Eligible employees who opt out of Board-provided insurance coverage will be paid a lump-sum of one thousand two hundred dollars (\$1,200), payable through the District's Section 125 Plan. If opting out is selected by a member, hospitalization/major medical insurance coverage with the Liberty Local Board of Education shall cease with the first teacher day of the school year and be dropped until the first teacher day the following school year. All opt out payments for eligible employees working less than six (6) hours will be pro-rated based on the percentage an employee works of a six (6) hour day.

Teachers newly hired to the District up through the month of September shall have a period of two (2) weeks to decide to opt out of hospitalization/major medical insurance benefits for the remainder of the school year and be paid the entire amount. Teachers hired after the 30th of September shall have the same two (2) week time period to decide but will receive a pro rata amount of the opt out payment based on the percentage of the school year worked, not the months employed. Newly hired classified employees will receive a pro rata amount of the opt out payment based on the percentage worked of their contract year.

8.011 Life Insurance

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

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

8.012 Medical Insurance

The Board shall maintain an IRS qualified Section 125 (FSA) plan for each employee. Employees may utilize Section 125 (FSA) plans to pay health care and/or dependent care expenses for themselves and their dependents, with annual contributions limited to one thousand five hundred dollars (\$1,500) single and three

thousand dollars (\$3,000) family. Employees participating in the MRP and Section 125 (FSA) plans may utilize either plan as a premium pass-through for the premium contribution. Requests for reimbursement of health care expenses will be paid first from the employee Section 125 (FSA) plan, if funds are available, and then from the MRP plan, if applicable. Employees shall not be assessed administrative fees for the MRP or Section 125 (FSA) plans.

8.013 Spouse Coordination of Benefits

Effective January 1, 2020, employees' spouses will no longer be covered under the District's medical/prescription insurance coverage unless:

- A. The spouse is unemployed;
- B. The spouse is retired and not covered under Medicare;
- C. The spouse is retired and is only eligible for a retiree insurance plan that costs more than three hundred dollars (\$300) per month.
- D. The spouse is self-employed and does not provide medical/prescription plans to his/her employees;
- E. The spouse works and does not have access to continuous group health insurance coverage pursuant to employment outside the District at a cost of not more than three hundred dollars (\$300.00) per month for any plan offered.
- F. An employee's spouse is deemed to have "access to continuous group health insurance" coverage when:
 - 1. The spouse can enroll in his/her employer's health insurance plan, or;
 - 2. The spouse elects not to enroll in his/her employer's plan but receives a stipend or higher salary, or the spouse could have taken the health plan and not taken the stipend, or;
 - 3. The spouse receives a "cafeteria:" or similar plan benefit from the spouse's employer that allows the spouse the choice of health insurance, life insurance, annuity premium or other benefits; or
- G. Each employee who has enrolled in the District's family insurance plan must complete and provide to the Treasurer Appendix Form E annually on or before November 15th of each school year.

8.014 Changes in Health Insurance Plans

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

8.015 Dental Coverage

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

8.016 Prescriptions

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

8.017 Vision

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

8.02 Severance Pay

An employee with ten (10) or more years of service in the Liberty School District who elects to retire from active service shall receive in one (1) lump sum payment at the following rates:

0 – 299 accumulated sick days shall be paid one-fourth (25%) multiplied by the employee per diem rate at the time of retirement up to sixty-five days (65).

300 or more accumulated sick days shall be paid one hundred (100) days multiplied by the employee per diem rate at the time of retirement.

Payment shall be made upon written evidence of approval of retirement from the applicable retirement system (State Teachers Retirement System for certificated/licensed employees, and School Employees Retirement System for non-certificated employees). Payment shall be made no later than six (6) months after the last date of employment. Payment shall be considered to eliminate all sick leave credit. Such payment shall be made only once to any employee.

8.03 Paid Holidays for Classified Staff

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

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

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

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

*Exception: Eleven Month Secretaries will not receive Fourth of July.

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

8.04 Vacations for Classified Staff

All existing employees at the time of the 2016-2019 contract's ratification will be allotted their vacation days based on the past practice of awarding days at the start of the year following their hired anniversary date.

Current Employees

Employed 0 years – through 6 years	receives 10 days a year
Employed 7 years – through 12 years	receives 15 days on their sixth anniversary
Employed 13 years – through 19 years	receives 20 days on their twelfth anniversary
Employed 20 years – through 24 years	receives 25 days on their nineteenth anniversary
Employed 25 years	receives 28 days on their twenty fourth anniversary

This practice shall sunset on August 31, 2021.

A classified employee's first anniversary date is the first day of an employee's second year of employment based on the date in which they were hired by the Board of Education.

All future employees hired on or after the ratification of the 2016 contract will be awarded vacation time based on the following formula:

Employed 6 months +	receives 5 days
Employed 1-6 years	receives 10 days a year
Employed 7-12 years	receives 15 days on their seventh anniversary
Employed 13-19- years	receives 20 days on their thirteenth anniversary
Employed 20-24 years	receives 25 days on their twentieth anniversary
Employed 25 years	receives 28 days on their twenty fifth anniversary

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

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

Vacation time cannot be accumulated from year to year and must be taken within the year following the anniversary of employment. Unused vacation days will be paid in January at the employee's daily rate as of December 31st.

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

8.05 Calamity Day and Early Dismissal Payments for Classified Staff

8.051 Calamity Day Payment

A. Employees not required to Work on Calamity Days

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

B. Employees Required to Work on Calamity Days

Employees required to work on a calamity day when all school buildings are closed shall be paid at one and one-half (1 ½) times their regular straight time hourly rate for all hours actually worked and their straight time hourly rate for any hours remaining which are normally required to be worked.

8.052 Early Dismissal Payment

A. Employees Dismissed Early

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

B. Employees Required to Work Past Early Dismissal

Employees that must work past the early dismissal shall be paid at one and one-half (1 ½) times their regular straight time hourly rate for all hours actually worked and their straight time hourly rate for any hours remaining which are normally required to be worked.

8.053 Overtime Standard

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

8.06 Tuition Reimbursement

The Board shall reimburse teachers up to seven hundred dollars (\$700) per teacher per year (July 1st – June 30th) toward re-certification costs, tuition fees, textbooks, and lab fees, in a job-related or academic-related course of instruction for all teachers with a Master's Degree or above.

For all teachers with less than a Master's Degree, the Board shall reimburse teachers up to eight hundred dollars (\$800) per teacher, per year (July 1st – June 30th), toward re-certification costs, tuition fees, textbooks, and lab fees, in a job-related or academic-related course of instruction.

All coursework shall be graduate level courses only unless undergraduate courses have been approved by the Superintendent and cannot be for the purpose of preparing for a different career nor for planning for retirement.

Proof of actual payment (cancelled check, credit card receipt or original receipt) and a copy of the grade report showing course completion must accompany the signed Reimbursement Request form submitted to Treasurer's Office for reimbursement.

ARTICLE IX – COMPENSATION FOR TEACHING STAFF

Each staff member shall receive a payroll calendar showing the days to be worked during each school year according to employee's job classification. Calendars will be issued via Liberty email no later than seven (7) days before the commencement of the school year.

9.01 Salary Schedules

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

9.011 September 1, 2022 Salary Schedule

Effective September 1, 2022, the bachelor's degree minimum salary shall be increased 2.5% on the indexed schedule seen on the following pages. All employees shall be paid on this salary schedule (2.5% increase, with steps)

9.012 September 1, 2023 Salary Schedule

Effective September 1, 2023, the bachelor's degree minimum salary shall be increased 2.5% on the indexed schedule seen on the following pages. All employees shall be paid on this salary schedule. (2.5% increase, with steps)

9.012 Certified

LIBERTY CERTIFIED SALARY SCHEDULE 2022-2023

2.50%	2	3	4	5	6	-	BA	BA+15	MA	MA+15	MA+30
EXP.	BA	BA+15	MA	MA+15	MA+30	-	BA	BA+15	MA	MA+15	MA+30
0	\$ 35,695	\$ 37,480	\$ 39,265	\$ 41,050	\$ 42,834		1	1.05	1.1	1.15	1.2
1	\$ 37,551	\$ 39,332	\$ 41,295	\$ 43,049	\$ 44,833		1.052	1.10188	1.15688	1.206	1.256
2	\$ 39,408	\$ 41,183	\$ 43,325	\$ 45,048	\$ 46,832		1.104	1.15375	1.21375	1.262	1.312
3	\$ 41,264	\$ 43,035	\$ 45,356	\$ 47,046	\$ 48,831		1.156	1.20563	1.27063	1.318	1.368
4	\$ 43,120	\$ 44,887	\$ 47,386	\$ 49,045	\$ 50,830		1.208	1.2575	1.3275	1.374	1.424
5	\$ 44,976	\$ 46,739	\$ 49,416	\$ 51,044	\$ 52,829		1.26	1.30938	1.38438	1.43	1.48
6	\$ 46,832	\$ 48,590	\$ 51,446	\$ 53,043	\$ 54,828		1.312	1.36125	1.44125	1.486	1.536
7	\$ 48,688	\$ 50,442	\$ 53,476	\$ 55,042	\$ 56,827		1.364	1.41313	1.49813	1.542	1.592
8	\$ 50,545	\$ 52,294	\$ 55,506	\$ 57,041	\$ 58,826		1.416	1.465	1.555	1.598	1.648
9	\$ 52,401	\$ 54,146	\$ 57,537	\$ 59,040	\$ 60,825		1.468	1.51688	1.61188	1.654	1.704
10	\$ 54,257	\$ 55,997	\$ 59,567	\$ 61,039	\$ 62,824		1.52	1.56875	1.66875	1.71	1.76
11	\$ 56,113	\$ 57,849	\$ 61,597	\$ 63,038	\$ 64,823		1.572	1.62063	1.72563	1.766	1.816
12	\$ 57,969	\$ 59,700	\$ 63,627	\$ 65,037	\$ 66,822		1.624	1.6725	1.7825	1.822	1.872
13	\$ 59,825	\$ 61,552	\$ 65,657	\$ 67,036	\$ 68,821		1.676	1.72438	1.83938	1.878	1.928
14	\$ 61,682	\$ 63,404	\$ 67,687	\$ 69,035	\$ 70,820		1.728	1.77625	1.89625	1.934	1.984
15	\$ 63,538	\$ 65,256	\$ 69,718	\$ 71,034	\$ 72,818		1.78	1.82813	1.95313	1.99	2.04
20	\$ 65,394	\$ 67,107	\$ 71,748	\$ 73,033	\$ 74,817		1.832	1.88	2.01	2.046	2.096
24	\$ 67,250	\$ 68,959	\$ 73,778	\$ 75,032	\$ 76,816		1.884	1.93187	2.06687	2.102	2.152
28	\$ 69,106	\$ 70,815	\$ 75,777	\$ 77,031	\$ 78,815		1.936	1.98387	2.12287	2.158	2.208

LIBERTY CERTIFIED SALARY SCHEDULE 2023-2024

2.50%	2	3	4	5	6	-	BA	BA+15	MA	MA+15	MA+30
EXP.	BA	BA+15	MA	MA+15	MA+30	-	BA	BA+15	MA	MA+15	MA+30
0	\$ 36,588	\$ 38,417	\$ 40,246	\$ 42,076	\$ 43,905		1	1.05	1.1	1.15	1.2
1	\$ 38,490	\$ 40,315	\$ 42,328	\$ 44,125	\$ 45,954		1.052	1.10188	1.15688	1.206	1.256
2	\$ 40,393	\$ 42,213	\$ 44,408	\$ 46,174	\$ 48,003		1.104	1.15375	1.21375	1.262	1.312
3	\$ 42,295	\$ 44,111	\$ 46,489	\$ 48,223	\$ 50,052		1.156	1.20563	1.27063	1.318	1.368
4	\$ 44,198	\$ 46,009	\$ 48,570	\$ 50,272	\$ 52,101		1.208	1.2575	1.3275	1.374	1.424
5	\$ 46,101	\$ 47,907	\$ 50,651	\$ 52,320	\$ 54,150		1.26	1.30938	1.38438	1.43	1.48
6	\$ 48,003	\$ 49,805	\$ 52,732	\$ 54,369	\$ 56,199		1.312	1.36125	1.44125	1.486	1.536
7	\$ 49,906	\$ 51,703	\$ 54,813	\$ 56,418	\$ 58,248		1.364	1.41313	1.49813	1.542	1.592
8	\$ 51,808	\$ 53,601	\$ 56,894	\$ 58,467	\$ 60,297		1.416	1.465	1.555	1.598	1.648
9	\$ 53,711	\$ 55,499	\$ 58,975	\$ 60,516	\$ 62,345		1.468	1.51688	1.61188	1.654	1.704
10	\$ 55,613	\$ 57,397	\$ 61,056	\$ 62,565	\$ 64,394		1.52	1.56875	1.66875	1.71	1.76
11	\$ 57,516	\$ 59,295	\$ 63,137	\$ 64,614	\$ 66,443		1.572	1.62063	1.72563	1.766	1.816
12	\$ 59,418	\$ 61,193	\$ 65,218	\$ 66,663	\$ 68,492		1.624	1.6725	1.7825	1.822	1.872
13	\$ 61,321	\$ 63,091	\$ 67,299	\$ 68,712	\$ 70,541		1.676	1.72438	1.83938	1.878	1.928
14	\$ 63,224	\$ 64,989	\$ 69,379	\$ 70,761	\$ 72,590		1.728	1.77625	1.89625	1.934	1.984
15	\$ 65,126	\$ 66,887	\$ 71,461	\$ 72,810	\$ 74,639		1.78	1.82813	1.95313	1.99	2.04
20	\$ 67,029	\$ 68,785	\$ 73,541	\$ 74,858	\$ 76,688		1.832	1.88	2.01	2.046	2.096
24	\$ 68,931	\$ 70,683	\$ 75,622	\$ 76,907	\$ 78,737		1.884	1.93187	2.06687	2.102	2.152
28	\$ 70,834	\$ 72,585	\$ 77,671	\$ 78,956	\$ 80,786		1.936	1.98387	2.12287	2.158	2.208

LIBERTY SUPPLEMENTAL SALARY SCHEDULE

		MASTERS +0 STEP 0		
BASE SALARY:			\$ 39,265	\$ 40,246
			2022-2023	2023-2024
Head Coach:	1 st	0.17	\$ 6,675	\$ 6,842
Football	2 nd	0.18	\$ 7,068	\$ 7,244
Wrestling	3 rd	0.19	\$ 7,460	\$ 7,647
Basketball	4 th	0.2	\$ 7,853	\$ 8,049
	5 th	0.21	\$ 8,246	\$ 8,452
Assistant Coach:	1 st	0.1	\$ 3,927	\$ 4,025
Football	2 nd	0.11	\$ 4,319	\$ 4,427
Wrestling	3 rd	0.11	\$ 4,319	\$ 4,427
Basketball	4 th	0.12	\$ 4,712	\$ 4,830
	5 th	0.12	\$ 4,712	\$ 4,830
Head Coach:	1 st	0.09	\$ 3,534	\$ 3,622
Baseball	2 nd	0.11	\$ 4,319	\$ 4,427
Volleyball	3 rd	0.11	\$ 4,319	\$ 4,427
Soccer	4 th	0.11	\$ 4,319	\$ 4,427
Softball	5 th	0.11	\$ 4,319	\$ 4,427
Track				
Assistant Coach:	1 st	0.05	\$ 1,963	\$ 2,012
Baseball	2 nd	0.06	\$ 2,356	\$ 2,415
Volleyball	3 rd	0.06	\$ 2,356	\$ 2,415
Softball	4 th	0.07	\$ 2,749	\$ 2,817
Track Asst.	5 th	0.07	\$ 2,749	\$ 2,817
Track-Jr. High				
Head Coach:	1 st	0.05	\$ 1,963	\$ 2,012
Cross Country	2 nd	0.06	\$ 2,356	\$ 2,415
Golf	3 rd	0.06	\$ 2,356	\$ 2,415
Tennis	4 th	0.07	\$ 2,749	\$ 2,817
Bowling	5 th	0.07	\$ 2,749	\$ 2,817
Assistant Coach:	1 st	0.03	\$ 1,178	\$ 1,207
Cross Country	2 nd	0.03	\$ 1,178	\$ 1,207
	3 rd	0.04	\$ 1,571	\$ 1,610
	4 th	0.04	\$ 1,571	\$ 1,610
	5 th	0.04	\$ 1,571	\$ 1,610
Athletic Trainer	1 st	0.17	\$ 6,675	\$ 6,842
	2 nd	0.18	\$ 7,068	\$ 7,244
	3 rd	0.19	\$ 7,460	\$ 7,647
	4 th	0.2	\$ 7,853	\$ 8,049
	5 th	0.21	\$ 8,246	\$ 8,452

Cheerleading: Senior High	1 st	0.05	\$	1,963	\$	2,012
	2 nd	0.05	\$	1,963	\$	2,012
	3 rd	0.06	\$	2,356	\$	2,415
	4 th	0.07	\$	2,749	\$	2,817
	5 th	0.07	\$	2,749	\$	2,817
Cheerleading: 9 th	1 st	0.04	\$	1,571	\$	1,610
	2 nd	0.05	\$	1,963	\$	2,012
	3 rd	0.05	\$	1,963	\$	2,012
	4 th	0.06	\$	2,356	\$	2,415
	5 th	0.06	\$	2,356	\$	2,415
Cheerleading: 7th/8th Flagline Majorette	1 st	0.03	\$	1,178	\$	1,207
	2 nd	0.03	\$	1,178	\$	1,207
	3 rd	0.04	\$	1,571	\$	1,610
	4 th	0.04	\$	1,571	\$	1,610
	5 th	0.04	\$	1,571	\$	1,610
Advisor: Newspaper Yearbook	1 st	0.06	\$	2,356	\$	2,415
	2 nd	0.07	\$	2,749	\$	2,817
	3 rd	0.07	\$	2,749	\$	2,817
	4 th	0.08	\$	3,141	\$	3,220
	5 th	0.08	\$	3,141	\$	3,220
Robotics	1 st	0.06	\$	2,356	\$	2,415
	2 nd	0.07	\$	2,749	\$	2,817
	3 rd	0.07	\$	2,749	\$	2,817
	4 th	0.08	\$	3,141	\$	3,220
	5 th	0.08	\$	3,141	\$	3,220
e-Sports	1 st	0.06	\$	2,356	\$	2,415
	2 nd	0.07	\$	2,749	\$	2,817
	3 rd	0.07	\$	2,749	\$	2,817
	4 th	0.08	\$	3,141	\$	3,220
	5 th	0.08	\$	3,141	\$	3,220
Band Director	1 st	0.17	\$	6,675	\$	6,842
	2 nd	0.18	\$	7,068	\$	7,244
	3 rd	0.19	\$	7,460	\$	7,647
	4 th	0.2	\$	7,853	\$	8,049
	5 th	0.21	\$	8,246	\$	8,452
Vocal Music Drama Advisor	1 st	0.04	\$	1,571	\$	1,610
	2 nd	0.05	\$	1,963	\$	2,012
	3 rd	0.05	\$	1,963	\$	2,012
	4 th	0.06	\$	2,356	\$	2,415
	5 th	0.06	\$	2,356	\$	2,415
Speech/Debate Coach	1 st	0.06	\$	2,356	\$	2,415
	2 nd	0.07	\$	2,749	\$	2,817

	3 rd	0.07	\$	2,749	\$	2,817
	4 th	0.08	\$	3,141	\$	3,220
	5 th	0.08	\$	3,141	\$	3,220
Sat. Gym Program		0.03	\$	1,178	\$	1,207
Sophomore Class Advisor		0.03	\$	1,178	\$	1,207
Flag Football		0.03	\$	1,178	\$	1,207
Adult Education		0.08	\$	3,141	\$	3,220
Detention Supervisor		0.06	\$	2,356	\$	2,415
Asst. Speech Coach		0.025	\$	982	\$	1,006
Other Approved Clubs/Activities per hour			\$	17.28	\$	17.71
Tutoring per hour			\$	19.83	\$	20.32
Substituting per hour			\$	19.83	\$	20.32

9.03 Placement

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

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

9.04 STRS Pickup

- A. In accordance with Internal Revenue Service Rulings 77-462, 81-35 and 81-36, the Association and the Board agree the Board shall pick up each teacher's mandatory contributions to the State Teachers Retirement System of Ohio (STRS), provided that no teacher's total is increased by such pickup nor is the Board's total contribution to STRS increased thereby. The dollar amount to be "picked up" by the Board:

1. Shall equal the then-current percentage amount of the teacher's mandatory STRS contribution;
2. Shall be credited by STRS as employee contributions under authority of Ohio Attorney General Opinion 82-097;
3. Shall be included in computing final average salary;
4. Shall not be reported by the Board as subject to current federal and state income taxes;
5. Shall be reported by the Board as subject to city income taxes;
6. Shall not affect the calculation of a teacher's rate of pay for any purpose whatsoever, including making salary adjustments because of absence, calculating severance pay, or in reporting teacher-authorized credit information to financial institutions.

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

B. Procedure

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

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

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

9.05 Substituting

Teachers at the high school and junior high who, at the request of the Administration, assume all or part of the teaching responsibilities of absent teachers will be reimbursed Thirty Dollars (\$30.00) for each instructional period. In the PK-6 building, teachers performing substitute duties shall be reimbursed at the rate of Thirty Dollars (\$30.00) per hour or part thereof.

ARTICLE X – COMPENSATION FOR CLASSIFIED STAFF

Each staff member shall receive a payroll calendar showing the days to be worked during each school year according to employee's job classification. Calendars will be issued via Liberty email no later than seven days before the commencement of the school year.

10.01 Longevity

Payments shall be cumulative from level to level.

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

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

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

10.02 Salary Schedules for Non-Teaching Employees

The wage schedules for all job classifications listed in Section 10.02 in the current agreement shall be increased as follows:

<u>School Year</u>	<u>Percentage Increase</u>
2022-23	2.5%
2023-24	2.5%

A. SECRETARY

2.50%			
<u>11 AND 12 Month Secretary</u>			
	2021-22'	2022-23'	2023-24'
0	\$ 17.55	\$ 17.99	\$ 18.44
1	\$ 17.92	\$ 18.37	\$ 18.83
2	\$ 18.33	\$ 18.79	\$ 19.26
3	\$ 18.72	\$ 19.19	\$ 19.67
4	\$ 19.16	\$ 19.64	\$ 20.13
5	\$ 19.51	\$ 20.00	\$ 20.50
6	\$ 19.91	\$ 20.41	\$ 20.92
7	\$ 20.30	\$ 20.81	\$ 21.33

Secretaries – 8-hour workday, excluding thirty-minute lunch break; 250 days. Work NEOEA day. Paid Holidays as outlined in Section 8.03 of this Agreement. Earned vacation per Section 8.04 of this Agreement. *Days worked vary as per school calendar.*

B. MEDIA CENTER AIDE

<u>Media Center Aide</u>			
	2021-22'	2022-23'	2023-24'
0	\$ 15.63	\$ 16.02	\$ 16.42
1	\$ 15.81	\$ 16.21	\$ 16.61
2	\$ 15.96	\$ 16.36	\$ 16.77
3	\$ 16.13	\$ 16.53	\$ 16.94
4	\$ 16.29	\$ 16.70	\$ 17.11
5	\$ 16.44	\$ 16.85	\$ 17.27
6	\$ 16.72	\$ 17.14	\$ 17.57
7	\$ 16.96	\$ 17.38	\$ 17.81

Media Center Aides' salaries are based on the number of days' students are in session, including parent/teacher conference days. 3.75 hours per day PLUS Paid Holidays as outlined in Section 8.03 of this Agreement.

C. EDUCATIONAL AIDE

<u>Educational Aide</u>			
	2021-22'	2022-23'	2023-24'
0	\$ 14.92	\$ 15.29	\$ 15.67
1	\$ 15.06	\$ 15.44	\$ 15.82
2	\$ 15.24	\$ 15.62	\$ 16.01
3	\$ 15.39	\$ 15.77	\$ 16.16
4	\$ 15.57	\$ 15.96	\$ 16.36
5	\$ 15.72	\$ 16.11	\$ 16.51
6	\$ 15.91	\$ 16.31	\$ 16.72
7	\$ 16.12	\$ 16.51	\$ 16.92

Educational Aides' salaries are based on the number of days' students are in session, including parent/teacher conference days. 375 Hours per day PLUS Paid Holidays as outlined in Section 8.03 of this Agreement.

INTERVENTION ASSISTANT*

<u>Intervention Assistant</u>			
	2021-22'	2022-23'	2023-24'
0	\$ 16.06	\$ 16.46	\$ 16.87
1	\$ 16.53	\$ 16.94	\$ 17.36
2	\$ 17.01	\$ 17.44	\$ 17.87
3	\$ 17.49	\$ 17.93	\$ 18.38
4	\$ 17.94	\$ 18.39	\$ 18.85
5	\$ 18.43	\$ 18.89	\$ 19.36
6	\$ 18.90	\$ 19.37	\$ 19.86
7	\$ 19.44	\$ 19.93	\$ 20.42

Intervention Assistant salaries are based on 183 days. 3.75 hours per day PLUS Paid Holidays as outlined in Section 8.03 of this Agreement.

OFFICE ATTENDANCE SECRETARY is paid at the Intervention Assistant rate.

D. LUNCHROOM/RECESS AIDE

<u>Lunchroom/Recess Aide</u>			
	2021-22'	2022-23'	2023-24'
0	\$ 11.11	\$ 11.39	\$ 11.67
1	\$ 11.24	\$ 11.52	\$ 11.81
2	\$ 11.34	\$ 11.62	\$ 11.91
3	\$ 11.45	\$ 11.74	\$ 12.03

Lunchroom/Recess Aides' salaries are based on the number of days' students are in session, including parent/teacher conference days. 3.75 hours per day PLUS Paid Holidays as outlined in Section 8.03 of this Agreement.

E. COOK: 3.75 Hours

<u>Cook (3.75 Hours)</u>			
	2021-22'	2022-23'	2023-24'
0	\$ 14.54	\$ 14.90	\$ 15.27
1	\$ 14.68	\$ 15.05	\$ 15.42
2	\$ 14.84	\$ 15.21	\$ 15.59
3	\$ 14.98	\$ 15.35	\$ 15.73
4	\$ 15.06	\$ 15.44	\$ 15.82
5	\$ 15.36	\$ 15.74	\$ 16.13
6	\$ 15.72	\$ 16.11	\$ 16.51

Cafeteria workers' salary is based on 179 work days. 3.75 hours per day PLUS Paid Holidays as outlined in Section 8.03 of this Agreement.

F. COOK: 6 Hours

<u>Cook (6 Hours)</u>			
	2021-22'	2022-23'	2023-24'
0	\$ 15.20	\$ 15.58	\$ 15.97
1	\$ 15.45	\$ 15.84	\$ 16.23
2	\$ 15.75	\$ 16.14	\$ 16.54
3	\$ 16.03	\$ 16.43	\$ 16.84
4	\$ 16.32	\$ 16.73	\$ 17.15
5	\$ 16.60	\$ 17.02	\$ 17.44
6	\$ 16.86	\$ 17.28	\$ 17.71

Six Hour Cook salary is based on 179 work days. 6 hours per day PLUS Paid Holidays as outlined in Section 8.03 of this Agreement.

HEAD COOK

<u>Head Cook (6 Hours)</u>			
	2021-22'	2022-23'	2023-24'
0	\$ 18.23	\$ 18.69	\$ 19.15
1	\$ 18.55	\$ 19.01	\$ 19.49
2	\$ 18.90	\$ 19.37	\$ 19.86
3	\$ 19.25	\$ 19.73	\$ 20.22
4	\$ 19.60	\$ 20.09	\$ 20.59
5	\$ 19.92	\$ 20.42	\$ 20.93
6	\$ 20.22	\$ 20.73	\$ 21.25

Head Cook salary is based on 179 work days. 6 hours per day PLUS Paid Holidays as outlined in Section 8.03 of this Agreement.

G. CUSTODIAN/BOILER OPERATOR

***This classification will sunset upon the retirement of current employees.*

<u>Custodian/Boiler Operator</u>			
	2021-22'	2022-23'	2023-24'
0	\$ 18.48	\$ 18.94	\$ 19.41
1	\$ 18.80	\$ 19.27	\$ 19.75
2	\$ 19.23	\$ 19.71	\$ 20.20
3	\$ 19.62	\$ 20.11	\$ 20.61
4	\$ 19.91	\$ 20.41	\$ 20.92
5	\$ 20.34	\$ 20.85	\$ 21.37
6	\$ 20.72	\$ 21.24	\$ 21.77
7	\$ 21.33	\$ 21.86	\$ 22.41

8-hour work day, including thirty-minute lunch break; 260 days. Paid Holidays as outlined in Section 8.03 of this Agreement. Earned vacation per Section 8.04 of this Agreement. *Days worked vary as per school calendar.*

PM CUSTODIAN/BOILER OPERATOR

<u>PM Custodian/Boiler Operator</u>			
	2021-22'	2022-23'	2023-24'
0	\$ 18.59	\$ 19.05	\$ 19.53
1	\$ 18.92	\$ 19.39	\$ 19.88
2	\$ 19.33	\$ 19.81	\$ 20.31
3	\$ 19.72	\$ 20.21	\$ 20.72
4	\$ 20.02	\$ 20.52	\$ 21.03
5	\$ 20.44	\$ 20.95	\$ 21.47
6	\$ 20.82	\$ 21.34	\$ 21.87
7	\$ 21.43	\$ 21.97	\$ 22.52

8-hour work day, including thirty-minute lunch break: 260 days. Paid Holidays as outlined in Section 8.03 of this Agreement. Earned vacation per Section 8.04 of this Agreement. *Days worked vary as per school calendar.*

H. CUSTODIAN/MECHANIC HELPER

<u>Custodian/Mechanic Helper</u>			
	2021-22'	2022-23'	2023-24'
0	\$ 18.04	\$ 18.49	\$ 18.95
1	\$ 18.36	\$ 18.82	\$ 19.29
2	\$ 18.76	\$ 19.23	\$ 19.71
3	\$ 19.20	\$ 19.68	\$ 20.17
4	\$ 19.50	\$ 19.99	\$ 20.49
5	\$ 19.90	\$ 20.40	\$ 20.91
6	\$ 20.31	\$ 20.82	\$ 21.34
7	\$ 20.71	\$ 21.23	\$ 21.76

8-hour work day, including thirty-minute lunch break: 260 days. Paid Holidays as outlined in Section 8.03 of this Agreement. Earned vacation per Section 8.04 of this Agreement. *Days worked vary as per school calendar.*

<u>PM Custodian/Mech Helper</u>			
	2021-22'	2022-23'	2023-24'
0	\$ 18.16	\$ 18.61	\$ 19.08
1	\$ 18.46	\$ 18.92	\$ 19.39
2	\$ 18.88	\$ 19.35	\$ 19.83
3	\$ 19.31	\$ 19.79	\$ 20.29
4	\$ 19.62	\$ 20.11	\$ 20.61
5	\$ 20.01	\$ 20.51	\$ 21.02
6	\$ 20.42	\$ 20.93	\$ 21.45
7	\$ 20.81	\$ 21.33	\$ 21.86

8-hour work day, including thirty-minute lunch break: 260 days. Paid Holidays as outlined in Section 8.03 of this Agreement. Earned vacation per Section 8.04 of this Agreement. *Days worked vary as per school calendar.*

I. MAINTENANCE/MECHANIC

<u>AM Mechanic/Maintenance</u>			
	2021-22'	2022-23'	2023-24'
0	\$ 19.24	\$ 19.72	\$ 20.21
1	\$ 19.60	\$ 20.09	\$ 20.59
2	\$ 19.98	\$ 20.48	\$ 20.99
3	\$ 20.41	\$ 20.92	\$ 21.44
4	\$ 20.80	\$ 21.32	\$ 21.85
5	\$ 21.16	\$ 21.69	\$ 22.23
6	\$ 21.62	\$ 22.16	\$ 22.71
7	\$ 22.07	\$ 22.62	\$ 23.19

8-hour work day, including thirty-minute lunch break: 260 days. Paid Holidays as outlined in Section 8.03 of this Agreement. Earned vacation per Section 8.04 of this Agreement. *Days worked vary as per school calendar.*

J. BUS DRIVER

<u>Bus Driver</u>			
	2021-22'	2022-23'	2023-24'
0	\$ 19.51	\$ 20.00	\$ 20.50
1	\$ 19.91	\$ 20.41	\$ 20.92
2	\$ 20.34	\$ 20.85	\$ 21.37
3	\$ 20.67	\$ 21.19	\$ 21.72
4	\$ 21.04	\$ 21.57	\$ 22.11
5	\$ 21.45	\$ 21.99	\$ 22.54
6	\$ 21.84	\$ 22.39	\$ 22.95

Four (4) hour work day. 179 days PLUS Paid Holidays as outlined in Section 8.03 of this Agreement.

10.03 SERS Pickup

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

ARTICLE XI – PAYROLL PROCEDURES

11.01 Direct Deposit

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

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

11.02 Payroll Deductions

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

- A. Federal Income Tax
- B. State Income Tax
- C. Local Income Tax
- D. State Teachers Retirement System or State Employees Retirement System
- E. Professional Dues
- F. Tax Sheltered Annuity
- G. Savings Bonds
- H. United Appeal
- I. Educators Political Action Committee
- J. Paycheck Protection Insurance
- K. Credit Union
- L. Representation Fee
- M. IRA Individual Retirement Account
- N. Ohio Tuition Authority
- O. IRS Section 125 (FSA) Plan

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

11.03 Pay Periods

Employee salaries shall be paid in twenty-four (24) equal installments to be paid on the tenth (10th) and twenty-fifth (25th) of each month. Teachers not to be employed in the following year shall have the option to have their contract paid off in one lump sum in the first pay following the close of school. If a teacher chooses the lump sum payout option, benefits will terminate immediately upon payment. A teacher wishing to exercise such

option shall notify the Superintendent of same at least two weeks prior to the close of school.

ARTICLE XII – EFFECTS-DISTRIBUTION

12.01 Effects

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

12.02 Equal Opportunity

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

12.03 Severability

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

12.04 No Work Stoppage for Term of Contract

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

12.05 Distribution

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

12.06 Duration of Contract

This Contract shall become effective at 12:01 AM on September 1, 2022 and shall continue in full force and effect until midnight, August 31, 2024.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS CONTRACT TO BE EXECUTED ON THE DAY AND YEAR FIRST ABOVE-MENTIONED.

LIBERTY LOCAL BOARD OF EDUCATION

LIBERTY ASSOCIATION OF SCHOOL EMPLOYEES

PRESIDENT

PRESIDENT

SUPERINTENDENT

CERTIFIED VICE PRESIDENT

TREASURER

CLASSIFIED VICE PRESIDENT

Liberty Local Schools
APPLICATION FOR USE OF SICK/PERSONAL/VACATION LEAVE

Name: _____

Date(s) of Absence: _____

Full Day: _____

Half Day: _____

Type of Leave: Sick: _____

Reason for Sick Leave:

1. Personal Illness _____
2. Doctors appointment (employee/immediate family member) _____
3. Death in the immediate family or death in the household _____
4. Death of other family member/close friend _____
5. Pregnancy _____
6. Injury or contraction of or exposure to contagious _____ disease which could be communicated to others
7. Absence due to illness _____ or injury _____ in the _____ employee's immediate family

Personal: _____ Jury Duty: _____

Vacation: _____ Leave Without Pay: _____

Signature of Employee Date

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

ADMINISTRATIVE ACTION

Recommended _____ Approved _____ Not Recommended _____

Disapproved _____

Supervisor/Principal Superintendent

Date: _____ Date: _____

EVALUATION

of Students _____

Teacher _____ Building _____ Grade/Subject _____ Time _____

PLANNING:

ENVIRONMENT:

INSTRUCTION:

PROFESSIONALISM:

TEACHER COMMENTS:

EVALUATOR'S COMMENTS/RECOMMENDATIONS

Evaluator's Signature _____

Date _____

Teacher's Signature _____

Date _____

Teacher's signature indicates that a conference was held and the teacher received a copy of the evaluation. It does not necessarily indicate agreement. The teacher may submit a statement to accompany this evaluation.

Do any teacher statements accompany this form? _____ Yes _____ No

Liberty Local Schools
4115 Shady Road
Youngstown, OH 44505

OBSERVATION REPORT

of Students _____ Date _____

Teacher _____ Building _____ Grade/Subject _____ Time _____

PLANNING:

ENVIRONMENT:

INSTRUCTION:

PROFESSIONALISM:

TEACHER COMMENTS:

EVALUATOR’S COMMENTS/RECOMMENDATIONS

Evaluator’s Signature _____ Date _____

Teacher’s Signature _____ Date _____

Teacher’s signature indicates that a conference was held and the teacher received a copy of the observation. It does not necessarily indicate agreement. The teacher may submit a statement to accompany this observation.

Do any teacher statements accompany this form? _____ Yes _____ No

Liberty Local Schools
Support Staff Employee Evaluation

Employee _____ Position _____ Date _____

Codes – **ES** – *Exceeds Standards* **MS** – *Meets Standards* **LS** – *Less than Standards*

I Productivity and Efficiency of Work

- | | |
|--|-------------------------------|
| 1. Quantity of Work: The amount of work completed.
_____ | ES ____
MS ____
LS ____ |
| 2. Quality of Work: Thoroughness, accuracy and neatness of work.
_____ | ES ____
MS ____
LS ____ |
| 3. Job Knowledge: Understanding techniques, procedures and responsibilities of assigned duties.
_____ | ES ____
MS ____
LS ____ |
| 4. Organization of Work: Able to plan and accomplish jobs in a reasonable amount of time.
_____ | ES ____
MS ____
LS ____ |
| 5. Cooperates and Assists Fellow Workers:
_____ | ES ____
MS ____
LS ____ |

II Work Habits

- | | |
|---|-------------------------------|
| 1. Attendance:
_____ | ES ____
MS ____
LS ____ |
| 2. Dependability: Can be counted on to perform duties associated with the job.
_____ | ES ____
MS ____
LS ____ |
| 3. Adaptability: Demonstrates flexibility in performing assigned duties.
_____ | ES ____
MS ____
LS ____ |

- | | |
|---|-------------------------------|
| 4. Initiative: Shows leadership quality in commencement and performance of duties. | ES ____
MS ____
LS ____ |
| | |
| 5. Communications: | ES ____
MS ____
LS ____ |
| | |
| 6. Care of Equipment: Ability to correctly use and maintain related materials and equipment | ES ____
MS ____
LS ____ |
| | |

III Personal Characteristics/Qualities

- | | |
|--|--|
| 1. Personal Appearance: Neatness and cleanliness in dress and person appropriate with activity | ES ____
MS ____
LS ____
LS ____ |
| | |
| 2. Physical Energy Level: | ES ____
MS ____
LS ____ |
| | |
| 3. Enthusiasm for Work: | ES ____
MS ____
LS ____ |
| | |
| 4. Attitude: Ability to maintain a positive approach in his/her relationship with others towards job. | ES ____
MS ____
LS ____ |
| | |
| 5. Courtesy/Ability to Get Along: Pleasant, helpful and courteous to avoid criticism from those whom he/she comes in contact with. | ES ____
MS ____
LS ____ |
| | |

IV Professional Qualities

- | | |
|--|----------|
| 1. Professional Growth: | ES _____ |
| _____ | MS _____ |
| | LS _____ |
| 2. Supports and Enforces School Rules and Regulations: | ES _____ |
| _____ | MS _____ |
| | LS _____ |
| 3. Accepts Constructive Criticism and Follows Through: | ES _____ |
| _____ | MS _____ |
| | LS _____ |

Evaluator's Comments: _____

Employee's Comments: _____


Employee's signature indicates that a conference was held and the employee received a copy of the evaluation. It does not necessarily indicate agreement. The employee may submit a statement to accompany this evaluation.

Signature of Employee _____ Date _____

Signature of Evaluator _____ Date _____

Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services
LIBERTY LOCAL SCHOOLS : Plan 1

Coverage Period: 05/01/2019 - 04/30/2020
Coverage for: Single or Family | Plan Type: PPO

 The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call 800-521-6492. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at MedMutual.com/SBC or call 800-521-6492 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	\$200/single,\$400/family Network \$400/single,\$800/family Non-Network	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan, each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible.
Are there services covered before you meet your deductible?	Yes. Certain preventive care and all services with copayments are covered and paid by the plan before you meet your deductible.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost-sharing and before you meet your deductible. See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other deductibles for specific services?	No	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan?	Coinurance Limit: \$1,000/single,\$2,000/family Network \$2,500/single,\$5,000/family Non-Network Out-of-pocket Limit: \$6,600/single,\$13,200/family Network Unlimited/single,Unlimited/family Non-Network	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit?	Premiums, balance-billed charges and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Will you pay less if you use a network provider?	Yes, See MedMutual.com/SBC or call 800-521-6492 for a list of participating providers.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.

Do you need a referral to see a specialist ?	No	You can see the specialist you choose without a referral .
--	----	--



All **coinsurance** costs shown in this chart are after your **deductible** has been met, if a **deductible** applies. Services with **copayments** are covered before you meet your **deductible**, unless otherwise specified.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Non-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$25 copay/visit	30% coinsurance	None
	Specialist visit	\$25 copay/visit	30% coinsurance	None
	Preventive care/ screening/ immunization	No charge	30% coinsurance	You may have to pay for services that aren't preventive . Ask your provider if the services you need are preventive . Then check what your plan will pay for.
If you have a test	Diagnostic test (x-ray)	10% coinsurance	30% coinsurance	None
	Diagnostic test (blood work)	10% coinsurance	30% coinsurance	None
	Imaging (CT/PET scans, MRIs)	10% coinsurance	30% coinsurance	None
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at MedMutual.com/SBC	Generic copay - retail Tier 1	\$10	Does Not Apply	Covers up to a 30-day supply.
	Generic copay - home delivery Tier 1	\$25	Does Not Apply	Covers up to a 90-day supply.
	Preferred brand copay - retail Tier 2	\$20	Does Not Apply	Covers up to a 30-day supply.
	Preferred brand copay - home delivery Tier 2	\$50	Does Not Apply	Covers up to a 90-day supply.
	Non-preferred brand copay - retail Tier 3	\$30	Does Not Apply	Covers up to a 30-day supply.
	Non-preferred brand copay - home delivery Tier 3	\$75	Does Not Apply	Covers up to a 90-day supply.
	Specialty drugs	Applicable drug tier copay applies	Does Not Apply	Covers up to a 30-day supply.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Non-Network Provider (You will pay the most)	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None
	Physician/surgeon fees (Outpatient)	\$25 copay/visit at Physician; 10% <u>coinsurance</u> for all other places after <u>deductible</u>	30% <u>coinsurance</u>	None
If you need immediate medical attention	<u>Emergency room care</u>	\$100 copay/visit		None
	<u>Emergency medical transportation</u>	10% <u>coinsurance</u>		None
	<u>Urgent care</u>	\$45 copay/visit	30% <u>coinsurance</u>	None
If you have a hospital stay	Facility fee (e.g., hospital room)	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None
	Physician/ surgeon fee (inpatient)	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None
If you need mental health, behavioral health, or substance abuse services	Outpatient services	Benefits paid based on corresponding medical benefits		None
	Inpatient services	Benefits paid based on corresponding medical benefits		None
If you are pregnant	Office visits	No charge	30% <u>coinsurance</u>	<u>Cost sharing</u> does not apply to certain <u>preventive services</u> . Depending on the type of services, copay, <u>coinsurance</u> or <u>deductible</u> may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery professional services	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None
	Childbirth/delivery facility services	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Non-Network Provider (You will pay the most)	
If you need help recovering or have other special health needs	<u>Home health care</u>	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None
	<u>Rehabilitation services</u> (Physical Therapy)	\$25 copay/visit	30% <u>coinsurance</u>	(60 visits per benefit period, combined with Occupational Therapy)
	<u>Habilitation services</u> (Occupational Therapy)	\$25 copay/visit	30% <u>coinsurance</u>	(60 visits per benefit period, combined with Physical Therapy)
	<u>Habilitation services</u> (Speech Therapy)	\$25 copay/visit	30% <u>coinsurance</u>	(20 visits per benefit period)
	<u>Skilled nursing care</u>	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None
	<u>Durable medical equipment</u>	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None
	<u>Hospice services</u>	10% <u>coinsurance</u>		None
If your child needs dental or eye care	Children's eye exam	No charge	30% <u>coinsurance</u>	None
	Children's glasses	Not Covered		Excluded Service
	Children's dental check-up	Not Covered		Excluded Service

Excluded Services & Other Covered Services:

Services Your <u>Plan</u> Generally Does NOT Cover (Check your policy or <u>plan</u> document for more information and a list of any other <u>excluded services</u>.)		
<ul style="list-style-type: none">• Acupuncture• Bariatric Surgery• Children's dental check-up• Children's glasses	<ul style="list-style-type: none">• Cosmetic Surgery• Dental Care (Adult)• Hearing Aids• Infertility Treatment	<ul style="list-style-type: none">• Long-Term Care• Non-emergency care when traveling outside the U.S.• Routine Foot Care• Weight Loss Programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your <u>plan</u> document.)		
<ul style="list-style-type: none">• Chiropractic Care	<ul style="list-style-type: none">• Private-Duty Nursing	<ul style="list-style-type: none">• Routine Eye Care (Adult)

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 877-267-2323 x61565 or ccio.cms.gov. Other coverage options may be available to you, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit HealthCare.gov or call 800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact your plan at 800-521-6492.

Does this plan provide Minimum Essential Coverage? Yes.

If you don't have Minimum Essential Coverage for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

Does this plan meet Minimum Value Standards? Yes.

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

-----*To see examples of how this plan might cover costs for sample medical situations, see the next section*-----

The coverage example numbers assume that the patient does not use an HRA or FSA. If you participate in an HRA or FSA and use it to pay for out-of-pocket expenses, then your costs may be lower.

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is having a baby
(9 months of in-network pre-natal care and a hospital delivery)

- The plan's overall deductible \$200
- Specialist copay \$25
- Hospital (facility) coinsurance 10%
- Other coinsurance 10%

This EXAMPLE event includes services like:

Specialist office visits (*prenatal care*)
 Childbirth/Delivery Professional Services
 Childbirth/Delivery Facility Services
 Diagnostic tests (*ultrasounds and blood work*)
 Specialist visit (*anesthesia*)

Total Example Cost	\$12,800
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In this example, Peg would pay:

<i>Cost Sharing</i>	
Deductibles	\$200
Copayments	\$0
Coinsurance	\$1,000

<i>What isn't covered</i>	
Limits or exclusions	\$60

The total Peg would pay is	\$1,260
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Managing Joe's type 2 Diabetes
(a year of routine in-network care of a well-controlled condition)

- The plan's overall deductible \$200
- Specialist copay \$25
- Hospital (facility) coinsurance 10%
- Other coinsurance 10%

This EXAMPLE event includes services like:

Primary care physician office visits (*including disease education*)
 Diagnostic tests (*blood work*)
 Prescription drugs
 Durable medical equipment (*glucose meter*)

Total Example Cost	\$7,400
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In this example, Joe would pay:

<i>Cost Sharing</i>	
Deductibles	\$200
Copayments	\$900
Coinsurance	\$10

<i>What isn't covered</i>	
Limits or exclusions	\$60

The total Joe would pay is	\$1,170
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Mia's Simple Fracture
(in-network emergency room visit and follow up care)

- The plan's overall deductible \$200
- Specialist copay \$25
- Hospital (facility) coinsurance 10%
- Other coinsurance 10%

This EXAMPLE event includes services like:

Emergency room care (*including medical supplies*)
 Diagnostic test (*x-ray*)
 Durable medical equipment (*crutches*)
 Rehabilitation services (*physical therapy*)

Total Example Cost	\$1,900
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In this example, Mia would pay:

<i>Cost Sharing</i>	
Deductibles	\$200
Copayments	\$200
Coinsurance	\$70

<i>What isn't covered</i>	
Limits or exclusions	\$0

The total Mia would pay is	\$470
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Note: These numbers assume the patient does not participate in the plan's wellness program. If you participate in the plan's wellness program, you may be able to reduce your costs. For more information about the wellness program, please contact: 800-521-6492.

The plan would be responsible for the other costs of these EXAMPLE covered services.

Multi-Language Interpreter Services & Nondiscrimination Notice



This document notifies individuals of how to seek assistance if they speak a language other than English.

Spanish

ATENCIÓN: Si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-800-382-5729 (TTY: 711).

Chinese

注意: 如果您使用繁體中文, 您可以免費獲得語言援助服務。請致電 1-800-382-5729 (TTY: 711)。

German

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: 1-800-382-5729 (TTY: 711).

Arabic

ملحوظة: إننا نكتف بتحدث اذكر اللغة, فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 1-800-382-5729 رقم هاتف الصم والبكم (711).

Pennsylvania Dutch

Wann du Deitsch schwetzscht, kannscht du mitaus Koschte ebber gricke, ass dihr helft mit die englisch Schprooch. Ruf selli Nummer uff. Call 1-800-382-5729 (TTY: 711).

Russian

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-800-382-5729 (телетайп: 711).

French

ATTENTION: Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-800-382-5729 (ATS: 711).

Vietnamese

CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-800-382-5729 (TTY: 711).

Navajo

Díí baa akó ninizín: Díí saad bee yáníltí' go Diné Bizaad, saad bee aká'ánída'áwo'déé, t'áá jiiik'eh, éí ná hóló, kójí' hódíílnih 1-800-382-5729 (TTY: 711).

Oromo

XIYYEEFFANNAA: Afaan dubbattu Oroomiffa, tajaajila gargaarsa afaanii, kanfaltiidhaan ala, ni argama. Bilbilaa 1-800-382-5729 (TTY: 711).

Korean

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-800-382-5729 (TTY: 711)번으로 전화해 주십시오.

Italian

ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 1-800-382-5729 (TTY: 711).

Japanese

注意事項: 日本語を話される場合、無料の言語支援をご利用いただけます。1-800-382-5729 (TTY: 711) まで、お電話にてご連絡ください。

Dutch

AANDACHT: Als u nederlands spreekt, kunt u gratis gebruikmaken van de taalkundige diensten. Bel 1-800-382-5729 (TTY: 711).

Ukrainian

УВАГА! Якщо ви розмовляєте українською мовою, ви можете звернутися до безкоштовної служби мовної підтримки. Телефонуйте за номером 1-800-382-5729 (телетайп: 711).

Romanian

ATENȚIE: Dacă vorbiți limba română, vă stau la dispoziție servicii de asistență lingvistică, gratuit. Sunați la 1-800-382-5729 (TTY: 711).

Tagalog

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-800-382-5729 (TTY: 711).

QUESTIONS ABOUT YOUR BENEFITS OR OTHER INQUIRIES ABOUT YOUR HEALTH INSURANCE SHOULD BE DIRECTED TO MEDICAL MUTUAL'S CUSTOMER CARE DEPARTMENT AT 1-800-382-5729.

Nondiscrimination Notice

Medical Mutual of Ohio complies with applicable federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability or sex in its operation of health programs and activities. Medical Mutual does not exclude people or treat them differently because of race, color, national origin, age, disability or sex in its operation of health programs and activities.

- Medical Mutual provides free aids and services to people with disabilities to communicate effectively with us, such as qualified sign language interpreters, and written information in other formats (large print, audio, accessible electronic formats, etc.).
- Medical Mutual provides free language services to people whose primary language is not English, such as qualified interpreters and information written in other languages.

If you need these services or if you believe Medical Mutual failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability or sex, with respect to your health care benefits or services, you can submit a written complaint to the person listed below. Please include as much detail as possible in your written complaint to allow us to effectively research and respond.

Civil Rights Coordinator

Medical Mutual of Ohio
2060 East Ninth Street
Cleveland, OH 44115-1355
MZ: 01-10-1900

Email: CivilRightsCoordinator@MedMutual.com

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights.

- Electronically through the Office for Civil Rights Complaint Portal available at:
ocrportal.hhs.gov/ocr/portal/lobby.jsf
- By mail at:
U.S. Department of Health and Human Services
200 Independence Avenue, SW Room 509F
HHH Building
Washington, DC 20201-0004
- By phone at:
(800) 368-1019 (TDD: (800) 537-7697)
- Complaint forms are available at:
hhs.gov/ocr/office/file/index.html

Products marketed by Medical Mutual may be underwritten by one of its subsidiaries, such as Medical Health Insuring Corporation of Ohio or Consumers Life Insurance Company.

Liberty Local Schools

SCHOOL EMPLOYEE INSURANCE
Working Spouse Coordination of Benefits Questionnaire Form

Spouses of covered employees who are working full-time are required to join their employer's group health plan for at least single coverage where such availability to coverage exists. Your spouse's claim will not be considered for payment until their COB form is completed and returned to the Treasurer's Office.

Member _____ SSN _____

Spouse's Name _____ SSN _____

Please check the applicable box below.

My spouse is covered under the Liberty Local Schools Medical (Medical/Rx) Plan and is:

- Unemployed. Self-Employed with no health insurance available
Sign acknowledgement below

An employee's spouse is deemed to have access to continuous group health insurance coverage when:

1. the spouse can enroll in his/her employer's health insurance plan, or
 2. the spouse elects not to enroll in his/her employer's plan but receives a stipend or higher salary, or the spouse could have taken the health plan and not taken the stipend, or
 3. the spouse receives a cafeteria or similar plan benefit from the spouse's employer that allows the spouse the choice of health insurance, life insurance, annuity premium or other benefits, or
 4. the spouse is the owner, partner, or has a form of proprietary interest in an enterprise that provides health benefits to its employees.
- Employed over 20 hours per week with health care benefits available for less than \$300 per month for single coverage. Sign employee's acknowledgement and spouse's employer must complete form on page 2.
- Employed – available health care benefits cost over \$300 per month for single coverage. Sign employee's acknowledgement and spouse's employer must complete form on page 2.
- Employed by the Liberty Local School District. Sign employee's acknowledgement.
- Retired receiving no benefits other than Medicare. Spouse retired from _____
 _____. Sign employee's acknowledgement.
- Retired with health care available.
Sign employee's acknowledgement and spouse's employer must complete form on page 2.

SIGNATURE REQUIREMENT-EMPLOYEE ACKNOWLEDGEMENT:

If my spouse's employment status changes, I understand I must notify the District Treasurer within 30 days of that change. If an employee or dependent, or anyone acting on behalf of either, makes a false statement or withholds relevant information which results in providing coverage or payment of a claim or claims which would not otherwise have been provided or paid, the employer, its insurer, or assignee may recover from the person responsible or from the person for whom the benefits were paid any amounts wrongfully paid, including legal fees.

Employee's Signature _____ Date: _____

SPOUSE'S EMPLOYER

Spouses of employees Liberty Local Schools who are employed full-time and covered by medical care benefits at Liberty Local School District must join his/her employer's health coverage for single coverage (Medical or Medical/RX) minimally, when such coverage exists. Spouses who are retired must join the retirement system's health care coverage for single coverage (Medical/RX) minimally when such coverage exists. Please complete the form below in order for your employee's or retiree's claims to be properly handled.

- Y N 1. Does your employee have access to healthcare coverage through his/her employment with you?
- Y N 2. Does your former employee, if retired, have access to retiree coverage other than Medicare?
- Y N 3. Does your employee/retiree have a single Medical/RX coverage plan available to him/her for less than \$300.00 per month?

Company Name _____ Employer Representative (Name/Title) _____

Phone Number _____ Ext. _____ Today's Date _____

Answering "Yes" to the above questions requires that your employee must be enrolled for primary coverage with you, at least for single coverage, and in accordance with Liberty Collective Bargaining Agreement will be withdrawn from the Liberty Plan. Please provide the following information:

Name of company's health insurance carrier/payor _____

Subscriber/Employee's Name _____ Subscriber ID# _____ Group # _____

{ } Single Coverage Medical RX Effective Date: _____

{ } Family Coverage Medical RX Effective Date: _____

Please contact and/or return form by November 15.

Mrs. Maureen Lloyd
District Treasurer
4115 Shady Road
Youngstown, OH 44505
(330) 759-1209

For employees adding spouses to plan mid-year, form must be completed and returned before coverage will begin for employee's spouse.

NOTES

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into between Liberty Local School District Board of Education ("Employer") and the Liberty Association of School Employees (LASE). Employer and LASE are parties to a Collective Bargaining Agreement effective September 1, 2019 through August 31, 2022. The parties hereby agree to the following additions to the Collective Bargaining Agreement:

- (1) Effective immediately LASE members working for the United Way in the "Success After Six" after School Program shall be compensated at the hourly rate the United Way is remitting to the Liberty Local Schools for the program, Twenty-Two Dollars and Thirty-Five Cents (\$22.35) per hour.

- (2) LASE members working in the "Success After Six" after School Program shall be compensated retroactively for the difference in the hourly rate previously paid by the Employer and Twenty-Two Dollars and Thirty-Five Cents (\$22.35) per hour for all hours worked beginning September 1, 2019 to the present.

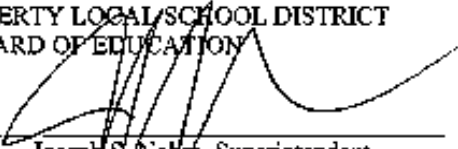
- (3) LASE Agreement 8.04 Vacations for Classified Staff
Vacation time cannot be accumulated from year to year and must be taken within the year following the anniversary of employment. Up to five (5) days of unused vacation time will be paid in January at the employee's daily rate as of December 31st.

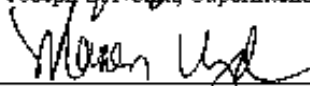
- (4) Effective September 3, 2019 the four (4) LASE Lunchroom Aides at the elementary school shall have their scheduled hours increased from 3.50 hours per day to 4.00 hours per day. Each Lunchroom Aide shall be compensated retroactively for .50 hours per day worked beginning September 3, 2019.

- (5) Terri Long shall be paid for up to one (1) hour per day at her Intervention Assistant rate to supervise and provide tutoring/study tables for student athletes Grades 7-12 during basketball season during the 2019-2020 school. If this student coverage is required in the future, the position shall be posted.

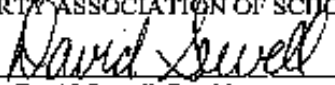
Agreed to this 24th day of February, 2020.

LIBERTY LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION

By: 
Joseph S. Nohra, Superintendent

By: 
Maureen Lloyd, Treasurer

LIBERTY ASSOCIATION OF SCHOOL EMPLOYEES

By: 
David Sewell, President