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NEGOTIATED AGREEMENT

Between The

LIBERTY CENTER LOCAL BOARD
OF EDUCATION

And The

LIBERTY CENTER CLASSROOM
TEACHERS' ASSOCIATION

Effective September 1, 2024
to
August 31, 2027

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ARTICLE I

ASSOCIATION RECOGNITION

A. ASSOCIATION RECOGNITION

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

B. BARGAINING UNIT

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

C. ASSOCIATION/ADMINISTRATOR REPRESENTATION AT CONFERENCES

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

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

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

ARTICLE II

NEGOTIATIONS PROCEDURES

A. SCOPE OF NEGOTIATIONS

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

B. PHILOSOPHY OF NEGOTIATIONS

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

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

C. WHILE NEGOTIATIONS ARE IN PROCESS

1. Both parties agree to conduct negotiations in good faith. "Good Faith" requires that the LCCTA and the Board be willing to react to each other's proposals and/or offer counter proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons and/or offer counter proposals. "Good Faith" means the obligation of the representative of the Board and the LCCTA to meet at reasonable times to deal with each other openly and fairly in an effort to reach an agreement on those matters being negotiated. The obligation to meet for the purpose of professional negotiations does not compel either party to agree on each and every proposal or make a concession on each and every proposal. The parties recognize that the Association and Board retain the right to final ratification.

2. Recording: No electronic recording devices shall be permitted in any negotiating session including caucuses.

3. Information: The Board and the LCCTA agree to supply available information that is specifically requested and routinely prepared. Except for costs of documents routinely prepared, actual costs of reproduction may be assessed to the requesting party.

D. NEGOTIATING PERIOD

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

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

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

E. DIRECTING REQUESTS

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

F. COMPOSITION OF NEGOTIATING TEAMS

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

G. NEGOTIATING SESSION

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

H. OFFICIAL MINUTES

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

I. CAUCUS

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

J. REQUESTS FOR ASSISTANCE

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

K. DISTRICT INSURANCE COMMITTEE

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

L. NEWS RELEASE

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

M. AGREEMENT

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

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

N. FINAL AGREEMENT

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

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

O. DISAGREEMENT

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

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

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

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

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

ARTICLE III

GRIEVANCE PROCEDURE

A. DEFINITIONS

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

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

"Days" as used in this procedure shall be calendar days, exclusive of negotiated or school observed holidays. In the event the day on which any form in the grievance procedure must be filed falls on a weekend that is not a negotiated or school observed holiday, that form shall be filed on the next teacher work day. Grievances will be processed during the scheduled district summer break when all parties are available to meet.

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

B. GENERAL PROVISIONS

The time limits provided for in this Article shall be strictly observed but may be extended by written agreement of the parties. Either party may request a one (1) time extension of up to seven (7) days, which shall be granted, per grievance.

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

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

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

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

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

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

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

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

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

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

C. INFORMAL PROCEDURE

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

D. FORMAL

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

LEVEL I

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

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

LEVEL II

Within ten (10) days of the receipt of the written grievance by the Superintendent or his/her designee, the Superintendent (or his/her designee) will meet with the grievant to discuss the stated grievance. The aggrieved party and/or the Superintendent may have representation at this meeting. Within five (5) days

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

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

LEVEL III

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

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

LEVEL IV

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

1) the American Arbitration Association rules for voluntary labor arbitration or

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

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

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

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

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

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

ARTICLE IV

ASSOCIATION AND TEACHER RIGHTS

A. USE OF SCHOOL BUILDINGS

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

B. USE OF SCHOOL EQUIPMENT

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

C. DISSEMINATION OF INFORMATION

The Association or its representatives shall have the right to:

1. Place notices, circulars, and other material in all bargaining unit members' mailboxes. A copy of all such materials will be given to the Superintendent or his/her designee and the building principal at the time of distribution. Teacher mailboxes, email, and inter-school mail services will be used to distribute LCCTA information.

2. Use in each building a reasonable amount of space on existing bulletin boards located in each of the staff lounge areas.

3. Make brief Association announcements at the end of faculty meetings with prior approval of the building administrator in charge and have meeting announcements presented over the public address system.

4. The LCCTA President and/or designee shall have the opportunity to visit all school areas and send email for LCCTA business during the school day, if mutually agreed upon by the LCCTA President and Superintendent.

D. LABOR MANAGEMENT COMMITTEE

The Labor Management Committee will meet at the request of the Superintendent or LCCTA President to discuss issues that may arise. The meeting dates and agendas will be set by the Superintendent and LCCTA President. The Labor Management Committee shall consist of the LCCTA Executive Committee and administrators unless changed by mutual agreement. The Association will choose its members in accordance with Association guidelines.

E. PAYROLL DEDUCTION

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

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

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

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

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

F. BOARD MEETINGS

1. Meeting Notice and Agenda–The President of the Association will be given notice and supplied with all board agendas and teacher related addendum, (excluding employment attachments), of all regular and special Board meetings at the same time they are made available to the Board.

2. Association Participation--A representative of the Association shall be permitted to address or otherwise engage in discussion with the Board during the Board meeting in the same fashion as accorded to members of the general public. The Association may also request to be placed on the agenda by submitting a written request to the Superintendent five (5) days in advance of the meeting. Such request must indicate the item(s) to be discussed.

G. ASSOCIATION LEAVE

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

H. RIGHTS UNDER THE LAW

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

I. NO REPRISAL CLAUSE

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

ARTICLE V

EMPLOYMENT PRACTICES

A. NOTICE OF VACANCY

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

1. All vacancies will be posted via school email to all staff members, including newly created positions during the summer when school is not in session. The Board shall not take formal action in filling said vacancies for five (5) calendar days after the date of the email. It shall be the obligation of the professional staff individual to make known to the person listed on the posting in writing their desire for a vacancy upon being made aware of such vacancy within five (5) calendar days of the original posting date. For any vacancy notice posted in June, July, and August the Board shall not take formal action in filling said vacancy for three (3) calendar days after the date of the email. For any vacancy in June, July and August, the Association shall be notified through a phone message of said vacancy. Such notice will include the following:

    a. Position(s) available
    b. Deadline for application
    c. Effective starting date
    d. Certification and job description
    e. Any additional pertinent information

2. Current bargaining unit members who have expressed interest according to Article V A 1 shall be considered first for vacancies.

3. A vacancy shall be defined as any position in the bargaining unit resulting from:

    a. An employee's leaving employment as a result of a termination, resignation, or death.
    b. An employee's non-renewal for just cause.
    c. An employee's transfer to another bargaining unit position.
    d. An employee's assuming a non-bargaining unit position.
    e. An employee's leave of absence.
    f. The creation of a new bargaining unit position.

4. In filling such vacancies, if all other factors are equal, as determined by the Board and/or Superintendent, length of service in the Liberty Center Local School District will be the deciding factor.

5. Within fourteen (14) calendar days after the Board's selection of an applicant, any Liberty Center staff applicant who was not selected for the position may request a conference with the Superintendent in order to discuss the reason(s) as to why he/she was not selected for said position. Such individual may be accompanied by a person of the applicant's selection. Upon request of the applicant, the reason(s) as set forth in the conference will be reduced to writing and given to said applicant within ten (10) school days following the conference.

B. VOLUNTARY TRANSFER

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

1. Change of assignment request shall refer to (1) change in building, (2) change of year/level, (3) change of subject.

2. Transfer requests may be initiated by staff members using the following guidelines:

   a. A transfer request shall be put in writing and submitted to the office of the Superintendent by March 30th prior to the school year or within five (5) days after vacancy posting.
   b. No transfer shall be made during implementation of a RIF that will cause the lay-off of a more senior employee.

C. INVOLUNTARY TRANSFER/REASSIGNMENT

1. Reasonable effort shall be made to avoid involuntary transfers by fully utilizing the voluntary transfer procedure. When an involuntary transfer/reassignment needs to be made, seniority in the district shall be one factor considered. If a staff member is to be involuntarily transferred or reassigned, that staff member will be given a two (2) week notification. If the Administrator directs an involuntary transfer in the building, subject or grade level, notification with written reasons shall be given to the involved staff member.

2. Staff members being involuntarily transferred will be assigned only to a position for which they are certified. In discussing an involuntary transfer, there will be a meeting (within three (3) days of a written request) of the staff member(s) involved and the Superintendent or his/her designee to explain the reasons for the transfer. The involved staff member may request representation of his/her choosing for the meeting.

3. When personnel must be transferred as a result of changes in student enrollment at that particular grade level or class, a list of necessary changes shall be posted and the association president provided a copy of such transfer(s). The notification shall be made by May 15 of each school year.

4 By May 15, all staff members shall be given their tentative teaching assignments for the next school year. If a change in assignment is necessary after May 15, the Administration shall immediately notify the affected staff member(s). Final teaching assignments shall be emailed to all staff members no later than two (2) weeks prior to the start of the school year, except in the case of extenuating circumstances.

D. COMMITTEE STRUCTURE AND COMPENSATION

1. The Building Leadership Teams shall consist of four (4) to seven (7) members. The BLT chair shall be elected by the Association. In consultant with the BLT chair, the supervisor/principal will select the other members of the BLT, with the supervisor/principal having the final say.

2. The District Leadership Team shall consist of eleven (11) Association members plus the Superintendent and/or his/her designees. The Association President and the Technology Committee Chair shall be fixed members of the DLT, along with three (3) Association members representing the following grade bands: Begindergarten-4, 5-8, and 9-12. Three DLT co-chairs shall be elected by the Association, with one (1) chair per grade band. Each grade band will be represented by the Association elected DLT co-chair, the respective BLT chair, and one additional member.

3. The Building Leadership Team (BLT) and the District Leadership Team (DLT) shall be responsible for the planning and scheduling of all in-service programs. Staff members shall be provided with the topic of the in-service three (3) days prior to the in-service.

4. The Positive Behavioral Interventions and Supports Committee shall consist of four (4) to eight (8) members, one of which should be the building level guidance counselor. The chair shall be elected by the Association. In consultation with PBIS chair, the supervisor/principal will select the other members of the PBIS Committee, with the supervisor/principal having the final say.

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

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

   Meetings shall be scheduled at least quarterly. Additional meetings may be scheduled as decided by a majority of the members. All meetings shall take place outside normal student instructional hours at the convenience of committee members. The members shall be paid a stipend of $250 and $25 per hour for work performed outside their contractual working hours. The committee will promulgate by-laws, procedures and policies to be recommended for adoption by the Board of Education. Such procedures must include an appeals process and process for the conduct of elections.

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

6. The Technology Committee shall consist of four (4) to seven (7) members. The Technology Committee chair shall be elected by the Association. In consultation with the Technology Committee chair, the supervisor/principal will select the other members of the Technology Committee, with the supervisor/principal having the final say.

7. General committee members shall receive an annual stipend of $250 and $25 per hour of documented committee work outside of contractual hours. Committee chair persons and/or co-chairs shall receive an annual stipend of $350 and $25 per hour of documented committee work outside of contractual hours.

E. OBSERVATION AND EVALUATION

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

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

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

a. The improvement of the quality of classroom instruction.
b. The provision for a means of professional growth.
c. The provision for a sequential procedure for evaluation.
d. The assessment of the performance of teachers for the purposes of recommending contract renewals, certificate/license renewals, the granting of continuing contracts, the issuance of contracts of lesser duration, non-renewal, or dismissal.

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

Bargaining unit members who do not meet the statutory definition of teacher shall be evaluated according to this article and relevant components found within the Evaluation Procedure Reference Tool. Those members shall be observed and evaluated using the same timelines and frequency for statutorily defined teachers as set forth herein.

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

Liberty Center's Evaluation Committee will have a committee structure of:

- Five (5) LCCTA members, one (1) must be an educator from each building (3 total), a special educator, and a Fine Arts educator.
- The President or his/her designee who can make decisions for the bargaining unit must be one of the five (5) members.
- Three (3) Administrators, one (1) must be the Superintendent or his/her designee who can make decisions for the Administrative Team.

a. The committee will function on a consensus basis and will take the committee recommendations to their constituents to ratify.
b. Duties of the Liberty Center Evaluation Committee will be to review the policies, procedures, processes, forms, definitions, and determination of High Quality Student Data (HQSD) to be part of the Liberty Center Evaluation Process.
c. LCCTA Members will be paid in accordance with Article V Section D.5.
d. The committee will continue to review the Revised Evaluation Procedure Reference Tool.

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

1. Academic Freedom

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

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

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

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

2. Head Coaching Evaluation Process

   The evaluator will meet with the head coach within ten (10) workdays following the completion of the awards program and shall note in writing any deficiencies.

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

   The head coach receiving written recommendations and the evaluator shall meet for one (1) additional conference within twenty (20) days to discuss the head coach progress in improving the noted deficiencies. At the request of either party, progress conferences may be held within the first ten (10) days the following school year.

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

3. It is agreed that the LCCTA and Board of Education will abide by the O.R.C. 3319.113 for the completion of School Counselor Evaluations and will use the prescribed rubric as provided by the Ohio Department of Education as indicated in Appendix G. Changes and amendments as stipulated by legislation or the ODE to this School Counselor Evaluation process can be accomplished through dialogue with the Teachers Evaluation Committee.

F. PROFESSIONAL PERSONNEL RECORDS

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

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

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

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

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

These personnel records shall include:

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

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

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

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

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[1] Confidential information for which the employee has specifically signed a waiver may not be revealed.

[2] Such documents for all staff may be stored collectively in the same file.

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

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

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

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

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

G. SEQUENCE OF LIMITED TEACHING CONTRACTS

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

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

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

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

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

2. Upon the recommendation of the Superintendent, the Board may grant a contract of lesser duration than prescribed by the normal sequence above on the following conditions:

   a. An improvement plan in accordance with this agreement has been given.
   b. The Superintendent shall notify the staff member in writing of his/her intended recommendation fifteen (15) calendar days prior to the Board's action on said contract. Such notice shall contain written reasons directed at professional improvement of the staff member and/or the basis for the Superintendent's recommendation. Such written reasons and/or basis shall be the sole and complete basis for the recommendation. All such reasons and/or basis for the recommendation shall be supported by data or by written comments.

c. If requested, any staff member so notified shall be entitled to a conference with the Superintendent and Building Principal and afforded the opportunity to discuss and to respond to the reasons and/or basis listed in said notification. Any such staff member shall have the opportunity to be accompanied and represented by a representative of his/her choice at said conference. The conference, if requested, shall be held within ten (10) school days of the request for same.

d. The Board shall notify such staff member on or before the 30th of April of its action upon the Superintendent's recommendation.

3. Staff members new to the system with previous teaching experience outside the district may be offered the initial contract of up to two (2) years duration upon recommendation of the Superintendent. Subsequent contract offers to such staff members shall follow the contract sequence noted above.

4. The contract of a long term substitute will come to an end upon the return of the bargaining unit member whose position was vacated, or the end of the school year, whichever occurs first, and the long-term substitute shall have no right to employment in any succeeding year unless offered a contract by the Board of Education. Specific Board of Education action to non-renew such employment contracts and written notice of non-renewal shall not be required.

H. REDUCTION IN FORCE/LAYOFF AND RECALL

1. Reasons for Reductions

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

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

2. Suspension - Renewal Suspension

a. All evaluations are comparable for the purposes of this Article only.

b. If staff reduction is deemed necessary for any of the above reasons and all other provisions of this section have been fulfilled, then the reduction shall be made as follows:

- Renewing expiring limited contract, then suspending such contracts; and/or
- Suspending existing limited contracts, and/or
- Suspending continuing contract.

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

a. Seniority

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

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

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

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

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

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

b. Least Senior Reduced

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

(1) Taught for at least 120 days of full-time employment in the area of certification/licensure in which the displacement will occur during the four (4) years preceding the reduction, or

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

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

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

Each staff member so notified shall, upon request, be entitled to a conference with the Superintendent or his/her designated representative as to the reasons for such reduction. Such

conference will be scheduled within five (5) school days of receipt of notice of the Superintendent's intent to recommend such reduction to the Board.

5. Employee Rights While on Reduction

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

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

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

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

1. Taught in that area of certification/licensure for at least 120 days of full-time employment during the four (4) years preceding the reduction, or

2. Taken academic coursework--either a 2-semester hour college course or its equivalent, or earned its equivalent of six (6) units of continuing education-- in the area of certification/licensure while on the recall list. The staff member on recall shall receive prior approval by the Superintendent that the coursework/continuing education he/she wishes to take meets the requirements of this provision.

b. The recall list for those staff members on limited contracts shall be maintained for a period of three (3) years.

c. While a reduction continues, no substitute staff member(s) or any other person new to the system will be hired except where:

1. There are no staff member(s) on layoff qualified to fill a vacant position or who become qualified by retraining, as specified above, or

2. All qualified staff member(s) on layoff decline the offer to fill the vacancy.

d. The Board shall not contract out, sublet or otherwise permit any work previously performed by staff member(s) in the bargaining unit to be performed by individuals or entities who are not members of the bargaining unit except where mutually agreed upon by the parties after due notice and negotiation with the association.

e. Staff members whose contracts are suspended (or renewed - suspended) under the terms of this section are to be considered as being reduced in force (on layoff) and awaiting recall and not as being terminated with the system.

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

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

f. Reduced staff members may choose to continue participation in the group health and dental insurance plans available to regular employees pursuant to Federal Cobra regulations. (Public

law 99-272, title X). Continuation of life insurance coverage is available through conversion privileges with the insurance carrier.

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

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

6. Notification of Recall

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

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

7. Status Upon Recall

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

I. FAIR DISMISSAL

1. Progressive Discipline

No bargaining unit member shall be disciplined, suspended, or discharged without just cause. The administration shall comply with the following progressive discipline procedure.

a. 1st offense – Verbal warning with written documentation (of date and topic only)
b. 2nd offense – Written warning
c. 3rd offense – 1 to 3 day suspension with or without pay
d. 4th offense – Possible termination of the Bargaining Unit Member

Certain severe circumstances may warrant deviation from this procedure. The sequence shall be followed in order for the progressive discipline in all other cases. The discipline shall only be accumulative for same type, same offense.

2. Suspension Pending Termination

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

3. Termination of Contract

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

4. Non-renewal of Limited Contract

   a. The implementation of an improvement plan in accordance with this agreement shall not act as a bar to the non-renewal of a staff member at the conclusion of his/her initial one year contract.

   b. Should the limited contract of a staff member who will have not yet completed three (3) full, consecutive and current years of teaching service in the district by the end of the current school year be recommended by the Superintendent for non-renewal, written notice of same shall be given to said staff member at least fifteen (15) calendar days prior to the Board's action on said contract.

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

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

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

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

J. EMPLOYMENT PRACTICES – Nondiscrimination

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

The Board does not permit discriminatory practices and views harassment as a form of discrimination. Harassment is defined as intimidation by threats of or actual physical violence; the creation, by whatever means, of a climate of hostility or intimidation; or the use of language, conduct or symbols in such a

manner as to be commonly understood to convey hatred, contempt or prejudice or to have the effect of insulting or stigmatizing an individual.

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

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

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

ARTICLE VI

LEAVES OF ABSENCE (PAID AND UNPAID)

A. SICK LEAVE

1. Each full-time professional staff member shall be entitled to fifteen (15) days sick leave with pay for each school year under contract and shall accrue sick leave at the rate of one and one-fourth (1 1/4) days for each calendar month under contract.

2. Sick leave will be cumulative to an amount of 230 days and may be transferred from one school district to another in the State of Ohio. A certified record of unused sick leave must be presented to the school before credit can be given.

3. Each newly hired certified/licensed staff member who has no accumulated sick leave, or any certified/licensed staff member who has exhausted his/her sick leave, will be advanced an accumulation of sick leave of at least five (5) days. Each professional staff member under regular, full-time contract but absent because of illness, will continue to accumulate sick leave at the rate of one and one-fourth (1 1/4) days per month.

4. Any professional staff member having terminated employment with the Board will have their accumulated sick leave reinstated upon re-employment, provided such sick leave has not been used in the employ of another Board of Education or other agency of the State of Ohio covered by such provision.

5. A professional staff member re-employed by the Board who, since leaving the employ of the Board, has been employed by other Boards of Education or by State, county, or municipal governments in Ohio, will receive full credit up to two hundred thirty 230 days, for sick leave accumulated both in the prior employ of the Board and while in the employ of other agencies of the State of Ohio as shown in the records of the last employing agency.

6. Any professional staff member being employed by the Board, who, preceding this employment, has been in the employ of another Board of Education, State, county, or municipal government in Ohio will receive full credit up to two hundred thirty 230 days, for the sick leave accumulated in this previous employment as shown in the records of the last employing organization.

7. Professional staff members absent when school is cancelled due to inclement weather or otherwise not in session due to a holiday will not be charged with sick leave.

8. Professional staff members shall be responsible for notifying the appropriate authority of an impending absence as soon as possible completing appropriate documentation so that appropriate arrangements can be made to secure a substitute. Lesson plans from the teaching staff must be available to the substitute. In the event the process changes, staff will be notified by administration.

9. Pursuant to ORC 3319.141, sick leave shall be granted for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury or death in the employee's immediate family.

   a. Injury and/or illness in the immediate family:

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

b. Death in the family:

In the event of death in the immediate family, immediate family shall include spouse, father, mother, child, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchildren, grandparents, aunts and uncles, step children, step parents, nieces, nephews, great-grandchildren, great-nieces, great-nephews, great-grandparents and significant other.

The use of bereavement includes travel to/from and attendance at the funeral and attending to matters related to the settlement of the estate.

10. Falsification of a sick leave statement is grounds for suspension or termination, pursuant to ORC 3319.16.

11. Those employees who render part-time, seasonal, intermittent, per diem, or hourly service shall be entitled to sick leave pursuant to ORC 3319.141.

12. Any staff member missing fifteen (15) days in a school year is required to furnish a doctor's note for any absence thereafter. Use of bereavement days will not count towards the fifteen (15) days.

13. An absence of less than one (1) hour of contracted time shall not be counted against attendance unless a period substitute requests emergency substitute pay.

B. SICK LEAVE BANK

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

a. Bargaining Unit Members desiring membership in the sick leave bank shall enroll prior to September 30, beginning with the first student day. A Bargaining Unit Member hired after the enrollment period shall have thirty (30) working days from their employment date to enroll under this provision.

b. If the Bargaining Unit Member drops from the sick leave bank during the open enrollment period, all sick leave donated by the individual shall remain in the bank.

c. Bargaining Unit Members with less than three (3) years' experience in the District, who has no accumulated sick leave, or less than fifteen (15) days, but desire to join the sick leave bank, shall not be required to donate days to the bank until their accumulation exceeds fifteen (15) days. Once accumulation reaches fifteen (15) days, the Bargaining Unit Member shall contribute the necessary days to the bank in order to clear his/her deficit of owed days.

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

d. Members of the bank shall contribute three (3) days to initially enroll. If the number of days in the sick leave bank total fifty (50) or less days, the committee, at its discretion, may establish other open enrollment periods during the school year. Each subsequent time additional days are requested by the Sick Bank Committee they must be contributed/owed to stay in.

e. If Bargaining Unit Members who were eligible at the inception of the sick leave bank chooses to join after the inception, they must make up all days, which they would have been accessed if they would have joined when they were first eligible.

f. The sick leave bank shall not accumulate more than two hundred (200) days.

g. The Association shall hold harmless and indemnify the Board, for any claims made against the Board, which are based upon aspects of the Sick Leave Bank's operation, which are within the exclusive control of the Association.

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

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

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

B2. Administration of the Sick Leave Bank and Procedures:

a. The sick leave bank is the sole and exclusive right of the committee to administer.

b. The Association shall establish criteria for a committee and the appointment of committee members.

c. The President of the Association or designee shall preside as chairperson over the committee meetings and is responsible for calling meetings when necessary. The chairperson shall handle all communication to the Board's Treasurer in regard to sick leave day advancement to any applicant.

d. Members may make application to the Sick Leave Bank Committee by sending a letter to the chairperson requesting the number of days needed and a signed doctor's statement or a letter detailing the reason(s) why their absence from work will run beyond their total number of accumulated sick leave days. Members shall exhaust all paid leave plus three (3) deduct days to be eligible for sick leave bank days. This request may be submitted by

   the Bargaining Unit Member or by a person acting on behalf of the Bargaining Unit Member in the event the member is unable to file the request.

e. The decision of the committee is final and binding on the applicant and thus is not subject to the grievance procedure.

f. The request for sick leave day(s) from the bank shall be considered for catastrophic reasons related to conditions due to the following:

   1. Personal illness.

   2. Attend to illness in the immediate family as defined in contract in Article VI, Section A9(a), (b).

   3. Death within the immediate family found in Article VI, Section A9(b).

   4. Persons in need of additional days due to the birth of a child or the adoption of a child and, due to catastrophic reasons requiring additional time.

g. Requests for day(s) from the sick leave bank can be made prior to the expiration of the Bargaining Unit Member's accumulated sick leave days.

h. Should the Bargaining Unit Members return before the assigned day(s) have been used, the remaining days shall be returned to the sick leave bank balance.

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

C. PERSONAL/EMERGENCY LEAVE

1. Each bargaining unit member shall be granted three (3) Unrestricted Personal/Emergency Leave days per school year with no deduction in pay for personal or emergency situations, which cannot be attended to outside school hours. Each bargaining unit member will be allowed to rollover one (1) unused Personal Leave Day per school year, and accumulate a maximum of four (4) Personal Leave Days. Each bargaining unit member must notify the Treasurer's Office by May 31st of their election to rollover a day.

2. In order to make use of a leave day or of a portion of such day, the staff member will submit to his/her building principal written notice of his/her intention to be absent via email. The staff member will indicate the date of the intended absence, whether the absence is to be for a full or a half day, whether a substitute will be needed, and shall input the information in the electronic absence management system.

3. The email shall be submitted to the building principal at least seventy-two (72) hours or three (3) calendar days prior to the intended date of absence. In case(s) of unanticipated personal emergency, the building principal or his/her designee shall be contacted as soon as possible.

4. No leave day nor any portion thereof can be used on a teacher work day, a parent-teacher conference day, or within the first five (5) or the last five (5) school days of the school year. Personal/emergency leave may be granted on these days if written application is made to the Superintendent (before the leave or within twenty-four (24) hours of return to duty) explaining that the reason for the leave was emergency in nature, that the need for the leave was due to circumstances beyond the control of the staff member, and that the reason for the leave could not be conducted on another day. Such reasons may include, but not be limited to, funerals, personal or home emergencies, or ceremonies involving the staff member's immediate family. Funerals should always be given the utmost consideration.

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

5. Personal leaves will be granted on a first come basis with no more than three (3) elementary teachers and a combination of four (4) middle school and/or high school teachers on any given day. Exceptions may be granted for the same reasons and following the same guidelines as outlined in Number 4 above.

6. If an employee does not use any of his/her personal days or any deduct days in a school year, he/she will receive a stipend in the amount of $125 per day of unused Personal Leave Days. Any personal day stipend will be paid at the second pay in August of the contract year.

D. PROFESSIONAL LEAVE

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

Use:

1. Professional staff members who attend such meetings or conferences shall be considered assigned to duty with full payment of salary and benefits. Such approved leave will not be deducted from accrued or earned sick leave or personal leave.

2. Athletic clinics shall be defined as any opportunity that allows a staff member to grow in his/her responsibilities as a coach, including, but not limited to, clinics, rules interpretation meetings, state tournaments, etc.

3. Requests for professional leave shall be submitted in writing to Building Principal or Supervisor at least three (3) days in advance and shall specify the purpose, duration, and estimated cost of such leave. Approval to attend such a meeting shall be secured in advance from the Superintendent or his/her designee. After attendance at any professional meeting where reimbursement as provided herein will be applicable, the staff member will prepare a form requesting reimbursement. Reimbursements will be granted when the staff member provides the Superintendent and Building Principal with a written summary of the meeting. If requested by the Superintendent, the staff member will also be present at the next regular meeting of the Board of Education to present a brief summarization of the meeting.

4. Staff members will be limited to no more than five (5) school days of self-requested professional leave per school year.

5. Upon approval of the Superintendent or his/her designee, professional staff members may be granted professional leave for the following reasons:

    a. To attend professional conferences/seminars
    b. To participate in curriculum development meetings
    c. To conduct professional visitations
    d. To participate in a professional seminar
    e. To attend athletic clinics, meetings, tournaments
    f. To participate in other Board of Education approved activities that will promote the professional growth of the teacher, coach, advisor, and/or the school system

Reimbursement:

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

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

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

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

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

2. All food receipts must be itemized. All food reimbursement will be for overnight trips only, per IRS regulations.

3. Total district costs for any one teacher's self-requested professional leave during any one school year shall not exceed $500.00.

4. Staff members shall not be reimbursed from professional development funds for attendance at any athletic clinic. Likewise, reimbursement from athletic clinic funds shall not be deducted from the $500.00 professional development allowance.

5. Staff members receiving outside grant funds to attend professional meetings shall be able to use both grant funds and professional development funds for reimbursement, provided that: 1) grant funds are used first, and 2) total reimbursement from both sources does not exceed monies spent. The staff member shall submit a copy of the grant check along with receipts for the professional meeting in order to be reimbursed from professional development funds. Outside grant funds shall not be deducted from the $500.00 professional development allowance.

6. College credit courses must meet the limitations of the Professional Development Program provision in this Agreement.

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

1. Costs incurred for district-requested leave shall not count in the $500.00 maximum professional leave benefit.

2. As supported by receipts, approved reimbursement will be paid for the necessary and reasonable expenses of:

   a. Use of a privately-owned automobile calculated from Liberty Center or the staff member's home (whichever is less) on a cents per mile basis at the IRS designated rate per mile, or the least expensive common carrier whose schedule provides such transportation in a timely manner.
   b. All food receipts must be itemized.
   c. Necessary lodging.

3. Cost of substitute(s) shall be borne by the district.

E. LEGAL LEAVE

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

F. ASSAULT LEAVE

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

a. Make a written statement concerning the assault on forms provided by the Board.

b. Provide a certificate from a licensed physician stating the nature and duration of the disability and the necessity of absence from regular duties.

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

G. LEAVE OF ABSENCE WITHOUT PAY

1. General Provisions

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

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

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

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

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

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

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

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

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

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

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

3. Other leaves of absence may be granted by the Board upon written request of a teacher.

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

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

ARTICLE VII

PROFESSIONAL COMPENSATION AND PAYROLL PRACTICES

A. REGULAR SALARY SCHEDULE

The basic salaries of staff members covered by this contract shall be adjusted to reflect the rates set forth herein. For the 2024-2025 school year, the Board will increase the base salary by 3.25%. For the 2025-2026 school year, the Board will increase the base salary by 3.0%. For the 2026-2027 school year, the Board will increase the base salary by 2.75%.

A one-time $250 ratification stipend will be paid to each member on the first pay in December 2024.

B. SALARY SCHEDULE PLACEMENT

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

1. All years of teacher service in the district regardless of training level with each year consisting of at least one hundred twenty (120) days under a teacher's contract.

2. All years of teaching service in a chartered, non-public school located in Ohio as a teacher certified/licensed pursuant to Section 3319.22 of the ORC, or in another public school regardless of training level with each year consisting of at least one hundred twenty (120) days under a teacher's contract.

3. All years of teaching service in a chartered school or institution or a school or institution that subsequently became chartered or a chartered special education program, or a special education program that subsequently became chartered operated by the state as a teacher certified pursuant to Section 3319.22 of the ORC regardless of training level with each year consisting of at least one hundred twenty (120) days.

4. All years of active military service in the armed forces of the United States as defined in Section 3307.22 of the ORC to a maximum of five (5) years. For purposes of this calculation, a partial year of active military service of eight (8) continuous months or more in the armed forces shall be counted as a full year.

5. Supplemental Contracts

   If any extracurricular season/activity is cancelled as a result of unforeseeable circumstances that are outside of the Board's control, such as but not limited to a communicable disease, or government order, which cause the Board to cancel or reduce the length of the activity season, or if the season is shortened or postponed by directive of the Ohio High School Athletic Association (OHSAA), payment of supplemental contracts shall be provided as follows:

   a. Any affected supplemental for head coaches who oversee an athletic program for any sport at any grade level will be paid in full. All other coaches, including Junior High, Freshman, and Assistants who have been issued a supplemental contract and work during the preseason for an athletic program will receive 33% of their supplemental pay in the event an extracurricular activity is cancelled prior to the start of the season. For the purposes of this section, the word "preseason" will include work done on an activity prior to the OHSAA "Coaching Begins" calendar.

b. In case of a mandated interruption of the school/learning program, year-long supplementals, such as but not limited to Yearbook, National Honor Society, Band, and Junior Class Advisor, will be completed remotely when possible.

c. All other affected supplementals will be paid a prorated amount based on the percentage of the season or supplemental work completed at the time of cancellation. If an extracurricular activity is cancelled prior to the start of the season, but after the issuance of the supplemental contract, and no work was started, then the supplemental will not be paid.

d. The expectation is that in order for staff to be paid any portion of the contract, the supplemental holder will maintain the program and complete assigned duties to the best of their ability under the circumstances. The Superintendent or Athletic Director may ask supplemental holders to provide documentation regarding the communication and work being performed before payment is made. Payment will be issued in accordance with Board-adopted procedures and any applicable language in the CBA. Athletic activity start dates will be based on the OHSAA calendar ("Coaching Begins" and "Season Ends" dates as published by OHSAA), which will be modified in the event that OHSAA adjusts the season calendar. Academic activity start dates will be based on the student calendar.

e. In case of a mandated interruption of the school/learning program, extended days worked either in a school building or remotely will be paid in accordance with the CBA.

6. Supplemental Application Process

A staff member who wishes to propose a supplemental position may submit an application for review by November 1st for the following school year to the Association President. All requests are to be filed by completing and submitting the Supplemental Application Form (Appendix O) prior to the established deadline. The Executive Committee will evaluate the request and forward recommendations to the Superintendent for review by February 15th. The previous bargaining team and Superintendent will negotiate placement on the Supplemental Schedule of Increments. The Superintendent will forward recommendations to the Board of Education for their decision in accordance with Board established procedures.

C. CONTINUING CONTRACTS

A teacher becomes eligible for a continuing contract as follows:

1. A teacher is employed by the Board for a period of two (2) years and the teacher has previously attained continuing contract status in another Ohio Public School District.

2. A teacher whose initial license was issued prior to January 1, 2011 becomes eligible upon satisfaction of one of the following:

   a. Teacher has worked in the school district for three (3) of the last five (5) years, has Professional, Permanent, or Life or Senior Professional, or Lead Professional license, and;

      i. If the teacher held his/her master's degree at the time of the issuance of the initial license, the teacher has started and completed six (6) semester hours or graduate coursework in the areas of licensure or in an area related to the teaching field since the initial issuance of the certificate or license; or

      ii. If the teacher did not hold a master's degree at the time of the initial license, the teacher has started and completed thirty (30) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license.

3. A member whose initial teaching license was issued after January 1, 2011 becomes eligible for continuing contract upon satisfaction of the following:

   a. The teacher holds a Professional Educator license, Senior Professional Educator license, or Lead Professional Educator license issued under section 3319.22 of the Revised Code.

   b. The teacher has held an Educator license for at least seven (7) years.

   c. The teacher has completed the applicable one of the following:

      i. If the teacher did not hold a master's degree at the time of initially receiving an Educator license, thirty (30) semester hours of coursework in the area of licensure, as specified in rules which the State Board shall adopt;

      ii. If the teacher held a master's degree at the time of initially receiving an Educator license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the State Board shall adopt.

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

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

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

1. All years of service credit in the Liberty Center School District regardless of training level with each year consisting of at least 120 days under a teacher's contract.

2. Years of teaching service in a charter, non-public school located in Ohio as a teacher certified pursuant to Section 3319.22 of the Ohio Revised Code, or in another public school regardless of training level with each year consisting at least 120 days under a teacher's contract.

3. Years of teaching service in a chartered school or institution or school or institution that subsequently became chartered or a chartered special education program, or a special education program, or a special education program subdivision or other local government unit of the state as a teacher certified pursuant to Section 3319.22 of the Ohio Revised Code regardless of training level with each year consisting of at least 120 days.

4. Years of active military service in the Armed Forces of the United States as defined in Section 3307.22 of the Ohio Revised Code for a maximum of five (5) years. For the purpose of this calculation, a partial year of active military service of eight (8) continuous months or more in the Armed Forces shall be counted as a full year.

5. The Superintendent shall not be prohibited from granting service credit for teaching experience in schools outside Ohio or outside the United States, or for prior work experience which is related to the teaching profession. The Superintendent shall also have the discretion to grant a full-year's credit for certain teaching service even though service may consist of less than 120 days.

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

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

This provision is specifically intended to supersede the requirement of ORC 3319.11, ORC 3319.111, ORC 3317.13, ORC 3317.14, Chapter 3307 of the Ohio Revised Code and any other conflicting provision of the Ohio Revised Code.

E. PROFESSIONAL EXPERIENCE AND EDUCATIONAL ADVANCEMENT

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

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

F. DIRECT DEPOSIT

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

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

G. EXTENDED TIME COMPENSATION

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

COMMITTEE STRUCTURE AND COMPENSATION

1. The Building Leadership Team shall consist of four (4) to seven (7) members. The BLT chair shall be elected by the Association. In consultant with the BLT chair, the supervisor/principal will select the other members of the BLT, with the supervisor/principal having the final say.

2. The District Leadership Team shall consist of eleven (11) Association members plus the Superintendent and/or his designees. The Association President and the Technology Committee Chair shall be fixed members of the DLT, along with three (3) Association members representing the following grade bands: Begindergarrten-4, 5-8, and 9-12. Three DLT co-chairs shall be elected by the Association, with one (1) chair per grade band. Each grade band will be represented by the Association elected DLT co-chair, the respective BLT chair, and one additional member.

3. The Building Leadership Team (BLT) and the District Leadership Team (DLT) shall be responsible for the planning and scheduling of all in-service programs. Staff members shall be provided with the topic of the in-service three (3) days prior to the in-service.

4. The Positive Behavioral Interventions and Supports Committee shall consist of four (4) to eight (8) members, one of which should be the building level guidance counselor. The chair shall be elected by the Association. In consultation with PBIS chair, the supervisor/principal will select the other members of the PBIS Committee, with the supervisor/principal having the final say.

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

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

Meetings shall be scheduled at least quarterly. Additional meetings may be scheduled as decided by a majority of the members. All meetings shall take place outside normal student instructional hours at the convenience of committee members. The members shall be paid a stipend of $250 and $25 per hour for work performed outside their contractual working hours. The committee will promulgate by-laws, procedures and policies to be recommended for adoption by the Board of Education. Such procedures must include an appeals process and process for the conduct of elections.

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

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

H. OUTSIDE OF SCHOOL DAY COMPENSATION

Any staff member chosen to teach or supervise outside of the school day for purposes of, but not limited to, homebound tutoring, academic tutoring, homework clinic, disciplinary classes, shall be compensated at the rate of twenty-five ($25.00) per hour.

I. STUDENT TEACHER SUPERVISION HONORARIUM

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

J. ANNUAL SALARY NOTICES

The parties agree that annual salary notices pursuant to ORC 3319.12 will be provided in email form.

K. OTHER PAYROLL DEDUCTIONS

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

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

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

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

L. HOSPITAL SURGICAL/MAJOR MEDICAL

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

The employee will pay a portion of the premium each year. The premium portion paid by the employee will be a pre-tax contribution. The Board will pay the premium for the cost of single coverage and family

coverage at a rate not greater than 90% and the employee will pay the balance. The employee share of such premium cost will be uniformly and equally divided and withheld from each affected individual's paycheck.

Effective January 1, 2022, the Board will pay up to $1,500.00 of the monthly premium for the High Deductible Health Plan (HDHP) per family plan and will pay up to $600.00 per monthly premium of the HDHP per single plan. The Board will contribute towards a Health Savings Account (HSA) in the amount of $1,600.00 per year for those enrolled in a family plan and $1,100.00 per year for those enrolled in a single plan.

In the event the employee elects a HDHP, the contribution will be made in quarterly installments beginning with the first pay in January. Effective January 1, 2025, the Board will pay up to $1,850.00 of the monthly premium for the High Deductible Health Plan (HDHP) per family plan and will pay up to $700.00 per monthly premium of the HDHP per single plan. The Board will contribute towards a Health Savings Account (HSA) in the amount of $1,600.00 per year for those enrolled in a family plan and $1,100.00 per year for those enrolled in a single plan.

During the life of this agreement, members have the option of using Everside/Marathon Clinics or the network providers of the negotiated health care plan. At no time will a member be required to use the Everside/Marathon Clinics in lieu of the network providers of the negotiated health insurance plan. This does not preclude members from using out of network providers.

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

M. DENTAL INSURANCE

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

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

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

N. VISION INSURANCE

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

O. SECTION 125 CAFETERIA PLAN

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

P. LIFE INSURANCE BENEFITS

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

Q. CONTINUATION OF INSURANCE COVERAGE

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

R. SEVERANCE PAY

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

1. Eligibility

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

a. The individual must retire from employment with public schools in Ohio. The employee retires under regulations adopted by either the Ohio teacher's retirement system or the Ohio school employees' retirement system.

b. The individual must be eligible for disability or service retirement as of the last date of employment.

c. Within thirty (30) days of the last date of employment, the individual must substantiate acceptance into one of the State retirement systems by having received and shown the first retirement check or other verification of retirement to the Treasurer.

d. After presentation of such evidence, the severance pay check will be issued as follows: (1) one-half (1/2) within 30 days following the date of the employee's retirement; and (2) one-half (1/2) during the first 30 days of the next following calendar year. The severance pay will be paid to an IRS Section 403(B) Accumulated Leave Plan as adopted by the Board of Education.

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

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

2. Benefit Calculation

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

a. The employee's accrued but unused sick leave shall be multiplied by one-fourth, except that the product thus obtained shall not exceed the value of fifty-seven and one-half (57.5) days of accrued but unused sick leave.

b. The product obtained in item one shall be multiplied by the per diem rate of pay appropriate for that individual's placement on the salary schedule. The per diem rate of pay shall be computed

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

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

3. Early Announcement Retirement Incentive

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

4. Service Retirement Recognition Stipend

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

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

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

S. PROFESSIONAL DEVELOPMENT PROGRAM

With the prior approval of the Superintendent, any staff member who enrolls in up to twelve (12) semester hours or eighteen (18) quarter hours per contract year of course work related to his/her instructional responsibilities at an accredited college or university shall be reimbursed to a maximum of $125.00 per quarter hour and/or $175.00 per semester hour from the Board for his/her tuition upon the successful completion of such course work. In addition, a stipend of up to $50.00 per class will be provided to cover the cost of books and other class materials. Such reimbursement will not be granted until the staff member provides the Superintendent with a written summary of the approved course, and until the Treasurer is provided with a grade report or a transcript showing the course was completed and a receipt documenting payment of the class and course materials including the amount and method of payment (i.e. cancelled check, credit card receipt, etc.). Such reimbursement will also not be granted unless the staff member receives a "B" or an equivalent passing grade (under a pass/fail system).

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

In exchange for tuition reimbursement, if either the Board or association member ends employment due to resignation, retirement, nonrenewal or termination within one (1) calendar year after the date of reimbursement, the member will reimburse the Board for 100% of the tuition and materials stipend that was paid by the Board. All payments due and owing by the member to the Board shall be made within thirty (30) days of departure. The Board reserves the right to use any lawful means to recover funds owed.

T. STRS PICKUP

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

1. The amount to be picked-up and paid on behalf of each employee shall be the total bargaining unit member contribution as required in Section 3307.51 of the Revised Code or any statutory increases therein, of the bargaining unit member's gross annual compensation, at no cost to the Board of Education, and upon approval of the retirement system. The bargaining unit member's gross annual compensation shall be reduced for the purposes of State and Federal tax only by an amount equal to the amount picked-up and paid by the Board of Education.

2. The Board shall compute and remit all applicable contributions to the STRS based upon annual salary and/or earned compensation which includes the amount of pick-up computed herein, but assumes no further liability.

3. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment. No bargaining unit member covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.

4. The pick-up shall apply to all compensation including supplemental earnings.

5. The current deferred taxation of the "pick-up" is determined solely by the I.R.S. and any tax liability becomes the full responsibility of the employee. The Board may refuse to "pick-up" as so directed by the State Teachers Retirement System or the Internal Revenue Service or should the rules and regulations of the I.R.S., or STRS, change so as to render this procedure unworkable, the parties agree to return, without penalty, to the former method of computing employee/employer contributions.

4. Payment for all paid leaves - sick leave, personal leave, severance, supplementals, including unemployment and worker's compensation - shall be based on the employee's daily gross pay prior to the reduction for "pick-up purposes" (e.g. gross pay divided by the number of days in a staff member's contract).

Liberty Center Local Schools
Certified Salary Schedule
2024-2025

3.25% Base Increase

Year Exp.	BA	135-149 Hrs.	150 Hrs.	MA	MA+15 Hrs.	MA+30 Hrs.
0	43,231	44,744	45,393	49,716	51,445	53,174
	1.00000	1.03500	1.05000	1.15000	1.19000	1.23000
1	45,393	46,906	47,554	51,877	53,606	55,336
	1.05000	1.08500	1.10000	1.20000	1.24000	1.28000
2	47,554	49,067	49,716	54,039	55,768	57,497
	1.10000	1.13500	1.15000	1.25000	1.29000	1.33000
3	49,716	51,229	51,877	56,200	57,930	59,659
	1.15000	1.18500	1.20000	1.30000	1.34000	1.38000
4	51,877	53,390	54,039	58,362	60,091	61,820
	1.20000	1.23500	1.25000	1.35000	1.39000	1.43000
5	54,255	55,768	56,416	60,740	62,469	64,198
	1.25500	1.29000	1.30500	1.40500	1.44500	1.48500
6	56,633	58,146	58,794	63,117	64,847	66,576
	1.31000	1.34500	1.36000	1.46000	1.50000	1.54000
7	59,010	60,523	61,172	65,495	67,224	68,953
	1.36500	1.40000	1.41500	1.51500	1.55500	1.59500
8	61,388	62,901	63,550	67,873	69,602	71,331
	1.42000	1.45500	1.47000	1.57000	1.61000	1.65000
9	63,766	65,279	65,927	70,250	71,980	73,709
	1.47500	1.51000	1.52500	1.62500	1.66500	1.70500
10	66,360	67,873	68,521	72,844	74,573	76,303
	1.53500	1.57000	1.58500	1.68500	1.72500	1.76500
11	68,953	70,467	71,115	75,438	77,167	78,897
	1.59500	1.63000	1.64500	1.74500	1.78500	1.82500
12	71,980	73,493	74,141	78,464	80,194	81,923
	1.66500	1.70000	1.71500	1.81500	1.85500	1.89500
13	75,006	76,519	77,167	81,490	83,220	84,949
	1.73500	1.77000	1.78500	1.88500	1.92500	1.96500
14	78,032	79,545	80,194	84,949	86,678	88,407
	1.80500	1.84000	1.85500	1.96500	2.00500	2.04500

15-19 years	$3,350.00
20-23 years	$3,950.00
24-26 years	$4,550.00
27-29 years	$5,150.00
30+ years	$5,900.00

Liberty Center Local Schools
Certified Salary Schedule
2025-2026

3.00% Base Increase

Year Exp.	BA	135-149 Hrs.	150 Hrs.	MA	MA+15 Hrs.	MA+30 Hrs.
0	44,528	46,086	46,754	51,207	52,988	54,769
	1.00000	1.03500	1.05000	1.15000	1.19000	1.23000
1	46,754	48,313	48,981	53,434	55,215	56,996
	1.05000	1.08500	1.10000	1.20000	1.24000	1.28000
2	48,981	50,539	51,207	55,660	57,441	59,222
	1.10000	1.13500	1.15000	1.25000	1.29000	1.33000
3	51,207	52,766	53,434	57,886	59,668	61,449
	1.15000	1.18500	1.20000	1.30000	1.34000	1.38000
4	53,434	54,992	55,660	60,113	61,894	63,675
	1.20000	1.23500	1.25000	1.35000	1.39000	1.43000
5	55,883	57,441	58,109	62,562	64,343	66,124
	1.25500	1.29000	1.30500	1.40500	1.44500	1.48500
6	58,332	59,890	60,558	65,011	66,792	68,573
	1.31000	1.34500	1.36000	1.46000	1.50000	1.54000
7	60,781	62,339	63,007	67,460	69,241	71,022
	1.36500	1.40000	1.41500	1.51500	1.55500	1.59500
8	63,230	64,788	65,456	69,909	71,690	73,471
	1.42000	1.45500	1.47000	1.57000	1.61000	1.65000
9	65,679	67,237	67,905	72,358	74,139	75,920
	1.47500	1.51000	1.52500	1.62500	1.66500	1.70500
10	68,350	69,909	70,577	75,030	76,811	78,592
	1.53500	1.57000	1.58500	1.68500	1.72500	1.76500
11	71,022	72,581	73,249	77,701	79,482	81,264
	1.59500	1.63000	1.64500	1.74500	1.78500	1.82500
12	74,139	75,698	76,366	80,818	82,599	84,381
	1.66500	1.70000	1.71500	1.81500	1.85500	1.89500
13	77,256	78,815	79,482	83,935	85,716	87,498
	1.73500	1.77000	1.78500	1.88500	1.92500	1.96500
14	80,373	81,932	82,599	87,498	89,279	91,060
	1.80500	1.84000	1.85500	1.96500	2.00500	2.04500

15-19 years	$3,350.00
20-23 years	$3.950.00
24-26 years	$4,550.00
27-29 years	$5,150.00
30+ years	$5,900.00

Liberty Center Local Schools
Certified Salary Schedule
2026-2027

2.75% Base Increase

Year Exp.	BA	135-149 Hrs.	150 Hrs.	MA	MA+15 Hrs.	MA+30 Hrs.
0	45,753	47,354	48,041	52,616	54,446	56,276
	1.00000	1.03500	1.05000	1.15000	1.19000	1.23000
1	48,041	49,642	50,328	54,904	56,734	58,564
	1.05000	1.08500	1.10000	1.20000	1.24000	1.28000
2	50,328	51,930	52,616	57,191	59,021	60,851
	1.10000	1.13500	1.15000	1.25000	1.29000	1.33000
3	52,616	54,217	54,904	59,479	61,309	63,139
	1.15000	1.18500	1.20000	1.30000	1.34000	1.38000
4	54,904	56,505	57,191	61,767	63,597	65,427
	1.20000	1.23500	1.25000	1.35000	1.39000	1.43000
5	57,420	59,021	59,708	64,283	66,113	67,943
	1.25500	1.29000	1.30500	1.40500	1.44500	1.48500
6	59,936	61,538	62,224	66,799	68,630	70,460
	1.31000	1.34500	1.36000	1.46000	1.50000	1.54000
7	62,453	64,054	64,740	69,316	71,146	72,976
	1.36500	1.40000	1.41500	1.51500	1.55500	1.59500
8	64,969	66,571	67,257	71,832	73,662	75,492
	1.42000	1.45500	1.47000	1.57000	1.61000	1.65000
9	67,486	69,087	69,773	74,349	76,179	78,009
	1.47500	1.51000	1.52500	1.62500	1.66500	1.70500
10	70,231	71,832	72,519	77,094	78,924	80,754
	1.53500	1.57000	1.58500	1.68500	1.72500	1.76500
11	72,976	74,577	75,264	79,839	81,669	83,499
	1.59500	1.63000	1.64500	1.74500	1.78500	1.82500
12	76,179	77,780	78,466	83,042	84,872	86,702
	1.66500	1.70000	1.71500	1.81500	1.85500	1.89500
13	79,381	80,983	81,669	86,244	88,075	89,905
	1.73500	1.77000	1.78500	1.88500	1.92500	1.96500
14	82,584	84,186	84,872	89,905	91,735	93,565
	1.80500	1.84000	1.85500	1.96500	2.00500	2.04500

15-19 years	$3,350.00
20-23 years	$3.950.00
24-26 years	$4,550.00
27-29 years	$5,150.00
30+ years	$5,900.00

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

I. COACHING CATEGORIES

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

Years Experience	0-2	3-5	6-8	9-11	12-14	14+
I. BASKETBALL (Boys and Girls)						
Head Coach	17	18	19	20	21	22
Assistants	11	12	13	14	15	16
Freshman	9	10	11	12	13	14
Junior High	8	9	10	11	12	13
FOOTBALL						
Head Coach	17	18	19	20	21	22
Assistants	11	12	13	14	15	16
Freshman	9	10	11	12	13	14
Junior High	8	9	10	11	12	13
WRESTLING						
Head Coach	17	18	19	20	21	22
Assistants	11	12	13	14	15	16
Junior High	8	9	10	11	12	13
II. VOLLEYBALL						
Head Coach	16	17	18	19	20	21
Assistant	8	11	12	13	14	15
Freshman	8	9	10	11	12	13
Junior High	7	8	9	10	11	12
III. SOFTBALL/BASEBALL						
Head Coach	15	16	17	18	19	20
Assistant	9	10	11	12	13	14
TRACK (Boys and Girls)						
Head Coach	15	16	17	18	19	20
Assistant	9	10	11	12	13	14
Junior High	7	8	9	10	11	12
SOCCER (Boys and Girls)						
Head Coach	15	16	17	18	19	20
Assistant	9	10	11	12	13	14
IV. CROSS COUNTRY						
Head Coach	12	13	14	15	16	17
Assistant	9	10	11	12	13	14
Junior High	6	7	8	9	10	11

Years Experience	0-2	3-5	6-8	9-11	12-14	14+
GOLF						
Head Coach	11	12	13	14	15	16
BOWLING						
Head Coach	10	11	12	13	14	15
GAME MANAGER	20	21	22	23	24	25
CHEERLEADER ADVISORS						
Football 6	11% for both					
Basketball 7	11% for both					
Freshman 5						
Jr. High 7						
WRESTLERETTES	6					
WEIGHT ROOM COORDINATOR	2.75%	3.00%	3.25%	3.50%	3.75%	4.00%

OTHER COMMENTS:

A. No present coach should be paid a lower percentage than they are presently paid. All present coaches are grandfathered in. Use both old/new schedules during transition.

B. Any coach moving down in a position of a particular sport will keep their years of experience on the salary schedule.

C. Any coach moving up in a position of a particular sport will be paid at a rate no less than what they were making previously.

D. Longevity Stipend - $1,250.00 for any head coach who has been in a paid position at Liberty Center Schools for 18 years or more. $750.00 for any other coach who has been in a paid position at Liberty Center Schools for 18 years or more.

Schedule of Increments for Additional Assigned Duties

For the following assigned duties, the percentage supplemental will increase according to the scale with the number of years' experience in that position/activity provided the years of service have not been interrupted for more than three years (e.g. junior class advisor that chooses to take a senior class advisor would maintain longevity).

Class Advisorships	**0-2 yrs**	**3-5 yrs**	**6-8 yrs**	**9-11 yrs**	**12-14 yrs**	**14+ yrs**
Senior Class	7.00%	7.25%	7.50%	7.75%	8.00%	8.25%
Junior Class	9.50%	9.75%	10.00%	10.25%	10.50%	10.75%
Sophomore Class	7.00%	7.25%	7.50%	7.75%	8.00%	8.25%
Freshman Class	5.00%	5.25%	5.50%	5.75%	6.00%	6.25%
Others						
National Junior Honor Society	1.50%	1.75%	2.00%	2.25%	2.50%	2.75%
Spanish Club	1.50%	1.75%	2.00%	2.25%	2.50%	2.75%
Art Club	1.50%	1.75%	2.00%	2.25%	2.50%	2.75%
Jr. Great Books	1.50%	1.75%	2.00%	2.25%	2.50%	2.75%
Jr. Great Books	1.50%	1.75%	2.00%	2.25%	2.50%	2.75%
SADD/Stand for the Silent	1.50%	1.75%	2.00%	2.25%	2.50%	2.75%
Elementary Musical	1.50%	1.75%	2.00%	2.25%	2.50%	2.75%
Elementary Art Show	1.50%	1.75%	2.00%	2.25%	2.50%	2.75%
Junior High Quiz Team	1.50%	1.75%	2.00%	2.25%	2.50%	2.75%
Future Business Leaders of America	1.50%	1.75%	2.00%	2.25%	2.50%	2.75%
Tiger Tales (with 1 instructional period)	1.50%	1.75%	2.00%	2.25%	2.50%	2.75%
Drug Free Club (1)	1.50%	1.75%	2.00%	2.25%	2.50%	2.75%
Chess Club (1)	1.50%	1.75%	2.00%	2.25%	2.50%	2.75%
High School Writer's Club (1)	1.50%	1.75%	2.00%	2.25%	2.50%	2.75%
National Honor Society	2.75%	3.00%	3.25%	3.50%	3.75%	4.00%
Student Council Junior High	2.75%	3.00%	3.25%	3.50%	3.75%	4.00%
Student Council-Elementary	2.75%	3.00%	3.25%	3.50%	3.75%	4.00%
District Mentors	2.75%	3.00%	3.25%	3.50%	3.75%	4.00%
District Mentor Coordinator 0 Teachers	2.75%	3.00%	3.25%	3.50%	3.75%	4.00%
Amazing Shake (2)	2.75%	3.00%	3.25%	3.50%	3.75%	4.00%
District Publicist (1)	2.75%	3.00%	3.25%	3.50%	3.75%	4.00%
District Mentor Coordinator 1-3 Teachers	5.35%	5.60%	5.85%	6.10%	6.35%	6.60%
Vocal Music Director	5.00%	5.25%	5.50%	5.75%	6.00%	6.25%
Archery Club	5.50%	5.75%	6.00%	6.25%	6.50%	6.75%
HS Quiz Team	6.00%	6.25%	6.50%	6.75%	7.00%	7.25%
Student Council-High School	6.00%	6.25%	6.50%	6.75%	7.00%	7.25%
Pit Band Director	6.00%	6.25%	6.50%	6.75%	7.00%	7.25%
Asst. Musical Director	7.00%	7.25%	7.50%	7.75%	8.00%	8.25%
Asst. Band Director	7.00%	7.25%	7.50%	7.75%	8.00%	8.25%
District Mentor Coordinator 4+Teachers	9.50%	9.75%	10.00%	10.25%	10.50%	10.75%
Yearbook	10.50%	10.75%	11.00%	11.25%	11.50%	11.75%

Others Continued	0-2 yrs	3-5 yrs	6-8 yrs	9-11 yrs	12-14 yrs	14+ yrs
Musical Director	10.50%	10.75%	11.00%	11.25%	11.50%	11.75%
Director of Bands	11.50%	12.50%	13.50%	14.50%	15.50%	16.50%

ARTICLE VIII

TEACHING CONDITIONS

A. SCHOOL CALENDAR

Prior to the circulation of alternate calendars, the Superintendent will obtain input from DLT members for the formation of the calendar, with the goal of approving the calendar at the January Board of Education meeting.

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

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

B. SCHOOL YEAR

1. The work-year for staff members, unless on extended time contracts, shall not exceed one hundred and eighty-four (184) days.

2. Included in the one hundred eighty-four (184) days shall be the following:

   a. up to 178 student contact days

   b. Two (2) teacher workdays-one (1) workday at the beginning of the school year, and one (1) at the end of the school year. Any additional workdays shall be approved through the mutual agreement of the Superintendent and the Association, which shall be deducted from student contact days.

   c. Two (2) days designated as Professional Development activities shall be planned by the District Leadership Team (DLT). Any additional Professional Development days shall be approved through the mutual agreement of the Superintendent and the Association, which shall be deducted from student contact days.

   d. Parent teacher conference days will be as follows: Two (2) concurrent days for a total of 7.5 hours. The first day will be in the evening following a school day and run from 3:30 p.m. to 7:30 p.m. The following day would be in the morning from 7:30 a.m. to 11:00 a.m. Teachers will maintain a parent-contact log (found in Appendix N) where they will document an additional 7.5 hours of parent contact. Teachers will turn in their contact log to their building principal at the end of the year check-out.

C. SCHOOL DAY

1. The school day for all full-time teaching employees shall be 7.5 hours (7:30 a.m. – 3:00 p.m.) inclusive of a daily duty-free 30 minute lunch period for each teacher. Building staff meetings will average no more than two (2) per month. Adjustment of an individual teacher's day for scheduling of a class on a flextime basis may be done with agreement between teacher and principal.

D. TEACHER WORK DAYS

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

E. NOTICE FOR SCHOOL CLOSING/DELAYS

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

In the event that the board extends the school day after the calamity time bank has been used (pursuant to board policy 8210), bargaining unit members having appointments on said days who would otherwise have to use sick leave or personal leave to maintain their scheduled appointments will be excused from school early up to a maximum of one hour prior to the student dismissal time. Those bargaining unit members needing the early dismissal shall not suffer any loss of pay nor be charged any use of leave. Bargaining unit members who do not have scheduled appointments may leave after students are dismissed.

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

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

F GRADE PREPARATION

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

G. GRADING PERIODS

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

H. CLASS SIZE

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

I. EMERGENCY PERIOD SUBSTITUTES

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

1. Requests for period substitutions shall be made as far ahead as possible.

2. Substitution shall be made within the professional staff member's department and/or grade level when possible.

3. Requests for period substitutes shall be distributed as equally as possible among professional staff members desiring to substitute.

4. In the event no voluntary period substitutes are available, the principal may require a professional staff member to serve as a period substitute so as to provide supervision of all classes.

5. Classroom teaching staff who volunteer or are required to substitute on an emergency period basis as provided herein shall be compensated at a rate of $20.00 per class per period grades 5-12.

6. Elementary classroom teaching staff (K-4) who volunteer or are required to cover the students of another teacher (in such cases where a substitute teacher is unavailable) shall receive the substitute teachers' rate of pay as adopted by the Liberty Center Local Board of Education. If more than one teacher covers the class, the substitute pay shall be divided among those teachers covering the class.

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

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

J. DRESS AND GROOMING GUIDELINES

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

1. Except for physical education classes, field trips and work days, staff will not be permitted to wear shorts while performing their regular school duties during the school day.

2. Staff members shall dress neatly and maintain good personal hygiene.

3. Staff members will not be allowed to wear blue jeans while performing their regular school duties during the school day. Blue jeans are permitted on teacher workdays and on field trips or any unusual circumstances that have been pre-approved by the building principal. If it is deemed appropriate by the Superintendent, then he/she will issue a memo regarding the wearing of blue jeans on an in-service day.

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

K. DUTY FREE LUNCH PERIOD

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

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

L. ASSOCIATION REPRESENTATION IN THE SELECTION OF ADMINISTRATIVE CANDIDATES

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

M. BUILDING ACCESS

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

N. EXTRA EDUCATIONAL SUPPLIES ALLOTMENT

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

O. TUITION WAIVER

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

1. Students will only be accepted if class size enrollment does not exceed accepted levels and additional staff is not required.

2. Non-resident bargaining unit members who have submitted the appropriate application will have priority over all new open enrollment students.

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

ARTICLE IX

OTHER PROVISIONS

A. MANAGEMENT RIGHTS

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

B. NO STRIKE

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

C. IN TERM BARGAINING

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

D. AMENDMENT

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

E. SEVERABILITY

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

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

F. DURATION OF AGREEMENT

This Agreement shall be effective as of September 1, 2024, and, except as may be amended or modified pursuant to the provisions herein, shall remain in full force and effect through August 31, 2027. On or before April 1, prior to the expiration of this Agreement or specified provisions hereof, the parties shall begin negotiations for a new Agreement.

ARTICLE X

FAIR SHARE FEE

A. PAYROLL DEDUCTION OF FAIR SHARE FEE

The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Liberty Center Classroom Teachers' Association a fair share fee for the Association's representation of such non-members during the term of this Contract.

B. NOTIFICATION OF THE AMOUNT OF FAIR SHARE FEE

Notice of the amount of the annual fair share fee shall be transmitted by the Association to the Treasurer of the Board on or about September 15 of each year during the term of this Contract for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

C. SCHEDULE OF FAIR SHARE FEE DEDUCTIONS

1. All Fair Share Fee Payers

Payroll deduction of such fair share fees shall begin with the first payroll period following thirty (30) days after receipt of the financial disclosure information by the fair share payer.

2. Termination of Membership During Membership Year

The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

D. TRANSMITTAL OF DEDUCTIONS

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

E. PROCEDURE FOR REBATE

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

F. ENTITLEMENT TO REBATE

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

NEGOTIATED AGREEMENT

Signature Page

Liberty Center Classroom Teachers' Association

President — Date: 6-17-24

Treasurer — Date: 6-24-24

Negotiations Chairperson — Date: 6/17/2024

Liberty Center Board of Education

President — Date: 6-13-24

Treasurer — Date: 6/13/24

Superintendent — Date: 6/13/24

Informal Grievance Discussion Report Date: _____

Brief Description of Issue Discussed as Possible Grievance:

_____ _____
Signature of Grievant Date Signed

_____ _____
Signature of Administrator Date Signed

LIBERTY CENTER LOCAL SCHOOL DISTRICT GRIEVANCE REPORT FORM: LEVEL I Number_____

Confirmation of Filing Date:
Assoc. Pres. _____
Principal _____

_____ _____
Name of Grievant Date Filed with Principal

Article and Section of Alleged Violation_____

Date of Alleged Violation_____

Statement of Grievance:_____

_____

_____

_____

_____

Relief Sought:_____

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_____

_____

_____

Signature of Grievant(s)_____

Date Signed_____

Disposition by Principal_____

_____

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_____ _____
Signature of Principal Date Signed

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

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

LIBERTY CENTER LOCAL SCHOOL DISTRICT GRIEVANCE REPORT FORM: LEVEL II Number_____

Name of Grievant _____ Date Filed with Principal _____

Confirmation of Filing Date:
Assoc. Pres. _____
Principal _____

Article and Section of Alleged Violation_____

Date of Alleged Violation_____

Statement of Grievance:_____

Relief Sought:_____

Signature of Grievant(s)_____

Date Signed_____

Disposition by Principal_____

Signature of Principal _____ Date Signed _____

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

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

LIBERTY CENTER LOCAL SCHOOL DISTRICT GRIEVANCE REPORT FORM: LEVEL III Number_____

Confirmation of Filing Date:
Assoc. Pres. _____
Superintendent _____

_____ _____
Name of Grievant Date Referred To Mediation

Article and Section of Alleged Violation_____

Date of Alleged Violation_____

Statement of Grievance:_____

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Relief Sought:_____

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Signature of Grievant(s)_____

Date Signed_____

Disposition by Superintendent_____

_____

_____

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_____

_____ _____
Signature of Superintendent Date Signed

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

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

LIBERTY CENTER LOCAL SCHOOL DISTRICT GRIEVANCE REPORT FORM: LEVEL IV Number_____

Confirmation of Filing Date:
Assoc. Pres. _____
Superintendent _____
Treasurer_____

_____ _____
Name of Grievant Date Referred To Arbitration

Article and Section of Alleged Violation_____

Date of Alleged Violation_____

Statement of Grievance:_____

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_____

Relief Sought:_____

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_____

Signature of Grievant(s)_____

Date Signed_____

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

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

APPENDIX A

LIBERTY CENTER LOCAL SCHOOLS
EVALUATION PROCEDURE REFERENCE TOOL
2021-2022

Section1: Purpose and Application

Section 2: Definitions

Section 3: Evaluators

Section 4; Training

Section 5: Evaluation Process and Criteria

Section 6: Professional Development Plan

Section 7: Improvement Plan

Section 8: Mentor Teacher for Teachers on an Improvement Plan

Section 9: Professional Development

Section 10: Finalization of Report

Section 11: Due Process

Section 12: Personnel Action Requirements

Section 13: Teacher Evaluation Committee

Additional Appendices

B	Teacher Performance Evaluation Rubric
C	OTES Professional Growth Plan
D	OTES Improvement Plan
E	OTES Informal Observation Form
F	OTES Walk-Through Form
G	OSCES School Counselor Evaluation Rubric
H	OSCES Professional Growth Plan

I OSCES Improvement Plan
J Coach Evaluation

Optional Support Resources
K Self-Assessment Tool
L Final Holistic Rating Full Evaluation
M Final Holistic Rating Carry Forward
N Parent Contact Chart

1. PURPOSE AND APPLICATION

A. The purpose of teacher evaluation is to use fair, objective, and reasonable practices to:

1. Advance the professional learning and practice of teachers individually and collectively in the school district.
2. Inform instruction.
3. Assist teachers and administrators in identifying, implementing, and supporting best educational practices that will provide the greatest opportunity for student learning and growth.

B. The teacher evaluation procedure contained in this agreement applies to the following employees of the District who spend at least fifty percent (50%) of their time providing student instruction:

1. Teachers working under a license issued under sections 3319.22, 3319.26, 3319.222 or 3319.226 of the Ohio Revised Code.

2. Teachers working under a permanent certificate issued under section 3319.222 of the Ohio Revised Code as it existed prior to September 2003.

3. Teachers working under a permanent certificate issued under section 3319.222 of the Ohio Revised Code as it existed prior to September 2006.

4. Teachers working under a permit issued under 3319.301 of the Ohio Revised Code who spend at least fifty (50) percent of their time providing student instruction.

5. All other teachers not covered by 1-4 above will be evaluated using the Verification of Observation Form to document that the observation was conducted. Continued dialogue and conversations will be revisited as new state guidelines are made available.

C. The District shall not conduct an evaluation for any teacher who:

1. Was on leave for fifty percent (50%) or more of the school year;
2. Submitted notice of retirement, and such notice has been acted upon by the Board of Education, on or before December 1 of the school year in which they plan to retire;
3. Is participating in the teacher residency program established by Ohio Revised Code 3319.223 as long as the teacher, for the first time, takes at least half of the performance-based assessments prescribed by the State Board of Education for resident educators;
4. Is a substitute teacher.

2. DEFINITIONS

A. Ohio Teacher Evaluation System (OTES): The teacher evaluation system that is codified under sections 3319.111 and 3319.112 of the Ohio Revised Code. Ohio School Counselor's Evaluation System (OSCES) is the evaluation system that is codified under section 3313.113 of the Ohio Revised Code. Teacher for the purpose of this Agreement will also include Counselor unless specifically stated otherwise.

B. Evaluation Framework: The document created and approved by the Ohio State Standards Board 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.

C. Evaluation Procedure: The evaluation procedure will be the procedural requirements set forth in this agreement to provide specificity to the statutory obligations established under sections 3319.111 and 3319.112 of the Ohio Revised Code and to conform to the framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.

D. Evaluation Factors: The walkthrough(s), observations(s) and other components required by Ohio Revised Code 3319.112.

E. Teacher Performance: The assessment of a teacher's professional growth during the evaluation cycle is based upon the educator professional standards and reported using the rubric contained in the evaluation procedure reference tool, found in Appendix B.

F. Evidence: Information collected by the evaluator and/or information provided to the credentialed evaluator by the teacher, to support and inform the accurate reflection of the Evaluation Factors.

G. 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. Each completed evaluation will result in the assignment of a teacher to one of the following evaluation ratings: Accomplished, Skilled, Developing or Ineffective. The final rating shall not be weighted in such a way that one 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.

H. Evaluation Procedure Reference Tool: The process and forms used by the teacher's evaluator. The evaluation tools are located in the Evaluation Procedure Reference Tool which is attached to this agreement.

I. High Quality Student Data (HQSD): Quantitative information derived from instruments(s) rigorously reviewed and approved by locally determined education experts, which provides evidence of student learning that can be directly attributed to the teacher being evaluated. When applicable to the grade level or subject area taught, High Quality Student Data (HQSD) shall include the value-added progress dimension and the teacher shall use at least one other measure of HQSD to demonstrate student learning.

J. Ohio Teacher and Principal Evaluation Systems (OhioES): The method used by the District to electronically report to ODE aggregate final, summative teacher evaluation ratings. The District shall report the number of teachers for whom an evaluation was conducted and the number of teachers assigned to each evaluation rating.

K. Poorly Performing Teacher: A teacher who receives an evaluation rating of Ineffective for a period of no less than two (2) out of the last three (3) years under OTES 2.0.

L. Teacher(s) of Record:

1. Is/Are responsible for assigning the grade to the student
2. Is/Are required to have the proper credentials to teach the particular subject for which he/she has been designated "teacher(s)of record(s)"
3. Is/Are responsible for a significant portion of a student's instructional time within a given subject or course:

a. Minimum of 51% co-teaching;
b. Minimum of 31% team teaching (classroom teacher(s));
c. Minimum of 31% interventionist(s) (example: Title One and special education)

M. Linkage: The process of connecting the teacher (s) of record [based upon above definition] to a student's and/or defined group of students' achievement scores.

N. Improvement Plan: A detailed, written plan developed by the evaluator with teacher input, utilized solely when a teacher receives an Evaluation Rating of ineffective. The approved form for the Improvement Plan is attached to this agreement as Appendix D.

O. Walkthroughs: Will be utilized for teachers under a full cycle OTES evaluation. The walkthroughs shall be documented through the OTES/Evaluation Committee designed walk through tool (Appendix F). There will be a minimum of two (2) but no more than ten (10) documented walkthroughs. The administrator will provide the member with feedback no later than seven (7) work days after the walk through. Nothing herein should be construed to prohibit administration from informally observing teachers.

P. Professional Growth Plan: A written plan, self-directed or jointly developed between the teacher and evaluator, designed for the sole purpose of continuing teacher growth focused on areas identified in the teacher's observations and/or evaluation. The approved form for the Professional Growth Plan is found in Appendix C.

Q. 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.

3. EVALUATORS

A. The positions considered for evaluating teachers will include the Building Principals and District Administrators.

B. The evaluator shall not be a bargaining unit member. The supervisor must be employed under a full-time contract with the exception to 3B is current LEC Director as of July 1, 2024, who is required to use processes, tools, and systems of OTES as negotiated with the LCCTA and the Liberty Center Board of Education pursuant to sections 3319.01 or 3319.02 of the Ohio Revised Code and must hold at least one (1) certificate/license named under division (E), (F), (H), (J), or (L) of section 3319.22 of the Ohio Revised Code and must be credentialed as stated in Ohio law.

C. In the event an employee performs work under the supervision of more than one credentialed principal, one principal shall be designated as the credentialed evaluator and shall be designated within 10 days following the beginning of the school year.

D. All teachers will be notified of their credentialed evaluator within the first ten (10) work days of that school year. In the event a teacher is hired after this time, the credentialed evaluator will be determined and the teacher will be informed within ten (10) work days of their start date.

E. In assessing a teacher's performance, evaluators will not make judgments, or otherwise discriminate, on the basis of a teacher's age, gender identification, race, ethnicity, national origin, religion, sexual orientation, marital status, military status, disability, union membership or union activism.

F. Each evaluator must successfully complete state-mandated evaluator credentialing training and is required to pass a credentialing assessment as well as use only the tools and forms included in this agreement during the evaluation process.

G. Upon request of the teacher, the teacher shall be assigned a new evaluator if documentation shows the evaluator has discriminated against the teacher or made false claims against the teacher.

4. **TRAINING**

A. Written instruction and training on the teacher evaluation procedure will be provided annually for all teachers and shall include the purpose, tools, processes, methodology, and use of high-quality student data (HQSD).

B. Updates to written instruction and evaluation procedures on the purpose, mechanics and dimensions of the evaluation procedure shall be presented to the teachers not later than September 15 of each year, or in the case of a teacher hired after September 15 they will receive this within 30 days of employment with the District. Any updates to the evaluation procedure will be brought to the committee's attention, and upon achieving consensus, to be ratified by the LCCTA and the School Board.

5. **EVALUATION PROCESS AND CRITERIA**

A. The current OTES rubric (Appendix B) will be used to determine teacher performance.

B. 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.

C. Each administrator will prepare a master schedule that details the weeks available for which teachers can sign up for first formal observation. This calendar will be made available within the first week of school. Teachers must sign up by September 15, or a time will be assigned to them.

Each administrator will prepare a master schedule that details the weeks available for which teachers can sign up for second formal observation. This calendar will be made available within the first week of January. Teachers must sign up by January 15, or a time will be assigned to them.

Changes to this master list, which shall include times that have been assigned, shall be communicated to the affected teacher within three (3) days of such changes. There shall be no less than 25 working days between each observation.

D. All formal observations of the work performance of a teacher shall be conducted openly and with full knowledge of the affected teacher. The use of eavesdropping, public address, audio systems, and similar surveillance devices will not be used to observe the work performance of a teacher.

E. Pre-observation conferences may be held at least one (1) work day before each formal observation. Any additional pre-observation conferences may be by mutual agreement. A post observation conference may be held within ten (10) work days after each formal observation unless mutually waived by the administrator and teacher. A post observation form may be provided to the teacher within ten (10) work days of the post observation conference. If a teacher requests a Pre or Post Conference it shall be held.

F. All formal observations shall follow within five (5) school days of the pre-conference.

G. The credentialed evaluating administrator shall perform two (2) observations in a year in which the teacher is on an evaluation cycle and use the forms located in Appendix B to complete the observation, except for the following situation:

   1. Teachers who received an "Ineffective" or "Developing" rating on their last formal OTES evaluation and may be-under consideration for non-renewal, and with whom the board has entered into a limited contract or extended limited contract, shall be observed at least three (3) times per evaluation. Being at the end of a limited or extended limited contract is not a reason in and of itself to be evaluated under this section. The Association shall be told the names of the teachers under consideration for non-renewal within three (3) days of the beginning of each semester.

H. For any year that a teacher is exempted (rated "Skilled" or "Accomplished") because of their formal OTES observation rating, he/she shall be informally observed once by his/her evaluator and a post-conference will be held within ten (10) teacher work days of the evaluation. In such cases the informal observation form will act as the only documentation of the completed informal evaluation cycle. If a deficiency(s) are identified during the observation, the evaluator will provide the teacher with a prescription for growth. The teacher and evaluator will then continue a dialogue in addressing said deficiency(s).

   This informal process is designed to improve teacher performance. No forms, observation notes, or other documentation used in the informal process shall be placed in the permanent file of any teacher or used to determine formal OTES evaluation ratings for any member of the Association.

   1. For teachers who were rated "Skilled" on their most recent formal evaluation who choose to be evaluated once every other year (as long as progress is being made on the teacher's professional growth plan).

   2. For teachers who were rated "Accomplished" on their most recent formal evaluation who choose to be evaluated once every three (3) years (as long as progress is being made on the teacher's professional growth plan).

   3. For any year that a teacher is exempt (rated "Skilled" or "Accomplished") he/she shall be informally observed once by his/her evaluator and one conference with a discussion of progress on the teacher's professional growth plan will be held. This informal observation shall be less than thirty (30) minutes. The only evaluation documentation that shall be used will be the Informal Observation Form to document that the observation was conducted. (Appendix E)

I. Each formal observation shall be no less than 30 minutes in length to support the written evaluation. The observations shall be a minimum of 25 working days apart, unless mutually agreed upon by both the teacher and evaluator.

J. A teacher may request a formal observation from any credentialed evaluating administrator at any time in addition to those required by this procedure.

K. Observations shall be conducted only on a day when normal classroom procedures can be expected-not on the day before or after a vacation or the day after an illness unless mutually agreed upon by the teacher and the evaluator.

L. Formal observations shall not disrupt and/or interrupt the learning environment in the classroom.

M. Within ten (10) working days of the observation, a post-observation in-person conference may take place between the teacher and the credentialed evaluating administrator at which time the administrator will review the observation and discuss the evaluation rubric. The administrator will provide the teacher with a written copy of the teacher's rubric based on the observation.

N. The teacher shall have the right to provide additional evidence to supplement the observation.

O. In the event that any deficiencies are documented, the credentialed evaluating administrator will provide written recommendations to correct such deficiencies. This is not to be considered an improvement plan. These written recommendations shall include suggestions for improvement(s) to correct such deficiencies.

P. If after a second formal observation, a teacher's performance is found deficient to the extent that adverse personnel action may result, a minimum of one additional observation shall be conducted at least 25 working days after the previous observation, or by April 15th.

Q. The written summative evaluation is to be given to the teacher by May 10th. Teachers will be provided the evaluation report that is located in Appendix L for full cycle or M for carry forward and have a conference with their credentialed evaluating administrator to discuss said report.

6. PROFESSIONAL GROWTH PLAN (PGP)

A. Professional growth plans shall be developed as follows:

1. Teachers whose evaluation rating is Accomplished shall develop a self-directed plan for continuing professional growth.

2. Teachers whose evaluation rating is Skilled shall develop a professional growth plan collaboratively with his/her credentialed evaluator.

3. Teachers whose evaluation rating is Developing shall develop a professional growth plan with their credentialed evaluator, pursuant to the terms of this agreement.

4. In an evaluation cycle year, the PGP plan shall be developed within ten (10) days of the post-conference from the first formal observation.

5. During an off-cycle year, the PGP plan shall be developed by September 30th of the school year, or as mutually agreed upon by the teacher and evaluator.

6. A Professional Growth Plan will have no more than two (2) achievable goals per Evaluation Cycle.

B. The Self-Assessment Summary Tool may be used to help educators identify priority areas for the development of their professional growth plan. This tool can be found in Appendix K.

7. IMPROVEMENT PLANS

A. Improvement plans shall be developed as follows:

1. Teachers whose final summative rating is Ineffective shall develop a professional improvement plan with their credentialed evaluator, pursuant to the terms of this agreement.
2. If a teacher and evaluator are unable to agree on the evaluator's expectations for the improvement plan, the teacher may request a teacher mentor or another mutually agreed upon teacher of the District to facilitate further discussion between the teacher and the evaluator toward development of the improvement plan.

B. The Board shall provide professional development, mentoring, the allocation of financial resources to accelerate teacher growth and improvement; and support to poorly performing teachers.

C. A teacher in their first year of employment with the District shall not be placed on an Improvement plan.

D. The Improvement plan shall include:

1. Specific, measurable instructional practices to be observed;
2. Specific, evidence-based resources, and assistance to be provided;
3. Clearly articulated timelines for the completion of the plan; and
4. Final determination of an improvement plan shall occur one year from the date that it was implemented.
5. Monetary, time, material, and human resources sufficient to realize the expectations set forth in the plan; and,
6. Shall utilize the form found in Appendix D of this Agreement,
7. An Improvement plan will have no more than two (2) achievable goals per Evaluation Cycle.

8. MENTOR TEACHER FOR TEACHERS ON AN IMPROVEMENT PLAN

A. The District shall provide teachers under an improvement plan with a mentor teacher who is not the credentialed evaluator.

B. Role of the Mentor Teacher:

1. The mentor teacher does not have a formal evaluation role. The mentor teacher's role is to support the growth of the educator.
2. Every effort will be made to match up the teacher on the improvement plan with a mentor that has the expertise in the identified area of needed improvement, has a valid teaching license, and is currently under contract with Liberty Center Local Schools.

C. Release time- Each individual mentor shall be granted release time for direct mentoring activities. Release time shall be separate from any other release time covered under this agreement and shall be coordinated by the building administrator upon approval by the Superintendent.

D. Protections

1. Other than a notation to the effect that a teacher served as mentor teacher, the teacher's activities as a mentor teacher shall not be part of that staff member's evaluation.
2. A mentor teacher shall not be requested or directed to make any recommendation regarding the continued employment of the teacher.
3. All information and interaction between the mentor teacher and the teacher shall be regarded as confidential and neither party shall be requested or directed to divulge such information.
4. At any time, the mentor teacher or the teacher may exercise the option to have a new mentor teacher assigned to the teacher.

9. PROFESSIONAL DEVELOPMENT

A. The Board shall provide for professional development and for the allocation of financial resources to accelerate and continue teacher growth and improvement and to provide support to poorly performing teachers as set forth in this agreement.

10. FINALIZATION OF REPORT

A. The evaluation shall acknowledge the performance strengths of the teacher evaluated as well as performance deficiencies, if any. The evaluator shall note all the data used to support the conclusions reached in the formal evaluation report.

B. The completed evaluation report shall be signed by the evaluator. The evaluation report will be presented to the teacher for signing as notification that said report, and only this report, will be placed in the personnel file.

C. The teacher's signature cannot be construed as evidence that the teacher agrees with the contents of the evaluation report.

D. The evaluation report shall be completed by May 10, signed by both parties, and sent to the Superintendent.

E. The Board will provide ODE with the aggregate final, summative teacher evaluation ratings by way of OhioES. No other documents will be uploaded to the system. The Board shall report the number of teachers for whom an evaluation was conducted and the number of teachers assigned to each evaluation rating by the institution of graduation and the year of graduation only.

F. The teacher shall have the right to make a written response to the evaluation and have it attached to the evaluation report to be placed in the teacher's personnel file. A copy, signed by both parties, shall be provided to the teacher.

11. DUE PROCESS

A. A teacher shall be entitled to Union representation at any conference held during this procedure in which the teacher will be advised of an impending adverse personnel action.

B. Teachers who disagree with the rating of performance and/or the summative, or overall, evaluation rating may be allowed to have a different credentialed evaluating administrator the next school year.

12. PERSONNEL ACTION REQUIREMENTS

A. The evaluation procedure contained in this agreement shall not be used in any decision concerning the retention, promotion, removal, reduction or recall of any teacher until three (3) years of data have been collected.

B. An evaluation cycle shall not be completed until the teacher has been provided a written report of the results of the evaluation.

C. In the event there is a significant (more than one class period) change in the teacher's assignment initiated by the district or an involuntary transfer, the teacher will receive at minimum a rating of "skilled" following the year of transfer or change.

13. TEACHER EVALUATION COMMITTEE

Association and Board agree to establish a standing joint Evaluation Committee. The Committee will establish the policies, procedures, and processes, including the evaluation instrument and determination of HQSD, for the evaluation of teachers in the District and to regularly review the effectiveness of the aforementioned items. This Committee shall be the locally determined education experts on HQSD.

A. The committee shall consist of the eight (8) members.

- Five (5) LCCTA members, one (1) must be an educator from each building (3 total), a special educator, and a Fine Arts educator.
- The President or his/her designee who can make decisions for the bargaining unit must be one of the five (5) members.
- Three (3) Administrators, one (1) must be the Superintendent or his/her designee who can make decisions for the Administrative Team.

B. Committee agendas will be developed jointly by the co-chairpersons of the committee.

C. The term of the office for Association committee members will be determined by the Association.

D. At the time that an Association or District committee member is no longer able to serve on the committee, the respective party will select a new member to the committee.

E. Members of the committee will receive training in all aspects of OTES, the Standards for the Teaching Profession and HQSD, with ODE trained trainers and any other trainings that become necessary for the committee.

F. The committee will establish, by mutual agreement, a meeting calendar.

G. The committee shall establish ground rules and duties for all committee members at the initial meeting, review them at each meeting, and update them thereafter as needed.

H. All decisions of the committee will be achieved by a consensus.

I. The committee shall be authorized to utilize consultant(s) (examples are, but not limited to; educational consultants, software consultants, etc.) as deemed appropriate. The cost, if any, shall be approved by the Superintendent and borne by the Board.

J. Members of the committee shall receive release time for committee work and training as deemed necessary by the committee.

K. The district will provide secretarial support and assistance to the committee. Responsibilities may include data entry, note taking, copying, committee notification, communications, and distribution of materials, preparation of forms/templates, and other duties as needed.

L. The committee will review the multiple elements of High Quality Student Data (HQSD), using the approved established guidelines.

1. 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.

2. 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.

    a. When utilizing a vendor assessment, the district shall assess the financial impact on the budget and provide a copy to the Association President not less than sixty (60) days prior to Board consideration.
    b. The 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.

3. The committee shall evaluate district-determined instruments submitted by the teachers/units for HQSD approval.

M. Association committee members will be paid at a rate of $25 for each hour he/she attends committee meetings outside of the contractual work day.

N. Association committee co-chair will be paid an annual stipend of $350. Committee members will be paid an annual stipend of $250.

Teacher Performance Evaluation Rubric

The *Teacher Performance Evaluation Rubric* is to be scored holistically. This means evaluators will assess which level provides the best *overall* description of the teacher. The rating process is to occur on completion of each 30-minute observation and post-conference. To determine the rating for each 30-minute observation, the evaluator is to consider evidence gathered during the pre-conference, observation, post-conference and classroom walkthroughs, if applicable. Note that when completing the performance rubric, evaluators are not expected to gather evidence on *all Indicators* for each observation cycle. Likewise, teachers may, but are not required to, bring additional pieces of evidence to address *all Indicators*. The professionalism section of the rubric may use evidence collected during the pre-conferences and post-conferences as well as information from the Professional Growth and/or Improvement Plan, if applicable.

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
FOCUS FOR LEARNING (Standard 1: Students, Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction)	**Use of High-Quality Student Data** Element 1.1 Element 1.2 Element 1.3 Element 3.3	The teacher does not use high-quality student data to develop measurable and developmentally appropriate student growth goal(s).	The teacher uses one source of high-quality student data and attempts to analyze patterns to develop measurable and developmentally appropriate student growth goal(s). The analysis may be incomplete or inaccurate.	The teacher thoroughly and correctly analyzes patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s).	The teacher thoroughly and correctly analyzes trends and patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s).
Possible Sources of Evidence: pre-conference, artifacts, portfolios, analysis of student data, lesson plans, student surveys, common assessments					The teacher plans for the facilitation of developmentally appropriate student data collection and strategies to assist in student goal setting and progress monitoring.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Connections to prior and future learning Element 1.2 Element 2.1 Element 2.2 Element 2.4 Element 2.5	The teacher plans lessons that demonstrate no connections to student prior learning or future learning.	The teacher plans lessons that attempt to make connections with student prior learning or future learning. These connections are not clear.	The teacher plans lessons that intentionally make clear and coherent connections with student prior learning and future learning and includes strategies that communicate the connections to students.	The teacher plans lessons that intentionally make clear and coherent connections with student prior and future learning and includes strategies that communicate the connections to students - among lesson content, other disciplines and/or real-world experiences. The teacher plans lessons that use the input and contributions of families, colleagues and/or

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
					other professionals to understand each student's prior knowledge while supporting the student's development.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Connections to state standards and district priorities Element 2.3 Element 4.1 Element 4.7	The teacher's instructional plan does not reference Ohio's Learning Standards.	The teacher's instructional plan references Ohio's Learning Standards, but goals and activities do not align with student needs, school and district priorities or the standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards. The teacher participates in studying and evaluating advances in content and/or provides input on school and district curriculum.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
KNOWLEDGE OF STUDENTS (Standard 1: Students, Standard 4: Instruction, Standard 6:	**Planning instruction for the whole child** Element 1.2 Element 1.4	The teacher's instructional plan makes no connections to and the teacher is not familiar with student experiences, culture, developmental	The teacher's instructional plan makes minimal connections to student experiences, culture, developmental characteristics or student backgrounds.	The teacher's instructional plan reflects connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs,	The teacher's instructional plan reflects consistent connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths,

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
Collaboration and Communication) *Possible Sources of Evidence: analysis of student data, pre-conference, artifacts, student surveys*	Element 1.5 Element 4.2 Element 4.4 Element 6.4	characteristics or backgrounds.		talents, backgrounds, skills, language proficiency and interests.	needs, individual talents, backgrounds, skills, language proficiency and interests. The instructional plan draws upon input from school professionals and outside resources.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
LESSON DELIVERY (Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction, Standard 5: Learning Environment, Standard 6: Collaboration and Communication) *Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, peer review*	**Communi-cation with students** Element 2.2 Element 4.3 Element 4.6 Element 6.1	The teacher does not communicate learning goals and expectations for mastery and does not model exemplary performance to students. Students cannot discern learning goals. Differentiated learning goals are not used. The teacher does not demonstrate content knowledge by using content-specific, developmentally appropriate language or content-specific strategies. There is no student engagement.	The teacher inconsistently communicates learning goals, expectations for mastery and models of exemplary performance to students. There is limited use of differentiated learning goals. The teacher demonstrates some content knowledge by using limited content-specific, developmentally appropriate language and limited content-specific strategies. Students demonstrate little engagement in the lesson.	The teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals, expectations for mastery and models of exemplary performance to students. The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The teacher's communication strategies and questioning techniques check for understanding and encourage higher-level thinking.	The teacher is consistent and effective in communicating differentiated learning goals (such as needs based, interest based, strength based), expectations for mastery and models of exemplary performance to students through multiple communication techniques. The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The teacher's communication strategies and questioning techniques engage students in higher-level and creative thinking and stimulate student-to-student interactions.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	Components				
		Ineffective	Developing	Skilled	Accomplished
		The teacher does not give students feedback.	Feedback to students is general, occasional or limited and may not always support student learning.	The teacher gives students substantive, specific and timely feedback to support their learning.	The teacher gives students substantive, specific and timely feedback to support individual student learning. The teacher gives students opportunities to engage in self-assessment, provide feedback to each other and reflect on their own strengths and challenges.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Monitoring student understanding Element 3.2 Element 3.3	The teacher fails to monitor and address student confusion and misconceptions.	The teacher inconsistently monitors or incorrectly addresses student confusion and misconceptions.	The teacher consistently monitors and addresses common student confusion and misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.	The teacher consistently monitors, addresses, articulates and anticipates individual student confusion or misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.
LESSON DELIVERY *(continued)*					
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Student-centered learning Element 3.5 Element 4.5 Element 4.6 Element 5.3 Element 5.4	Learning is entirely teacher directed. Students are not participating in learning activities. There are no opportunities for student choice about what will be learned and how	Learning is primarily teacher directed. Students participate in whole class learning activities. There are few opportunities for student choice about what will be learned and how learning will be	Learning is a balance between teacher-directed instruction and student-directed interaction as students apply their knowledge and skills as developmentally appropriate. The teacher effectively combines collaborative and whole class learning opportunities to maximize student learning. Teacher gives opportunities for student choice about student learning paths or ways to demonstrate their learning. Teacher uses	Learning is primarily self-directed with the teacher in the role of facilitator encouraging students to apply their knowledge and skills as developmentally appropriate. The teacher encourages students to persist in the learning tasks. The teacher effectively combines independent, collaborative and whole class learning opportunities to maximize student learning. Teacher routinely promotes opportunities for students to actively take part in developing goals toward mastery, and

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
		learning will be demonstrated. There is no evidence of differentiated instructional strategies or resources.	demonstrated. The teacher uses limited differentiated instructional strategies or resources.	differentiated instructional strategies and resources for groups of students.	students are responsible for deciding how to demonstrate their learning. Instructional strategies, pacing and resources are differentiated to make the lesson accessible and challenging for all students, while supporting the various learning needs of individual students.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	Components	Ineffective	Developing	Skilled	Accomplished
CLASSROOM ENVIRONMENT (Standard 1: Students, Standard 5: Learning Environment) *Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, peer review, student surveys*	Classroom routines and procedures Element 5.5	The teacher has not established routines and procedures. Effective transitions are not evident, resulting in a significant loss of instructional time and frequent off-task behavior.	The teacher establishes routines and procedures but uses them inconsistently. Transitions are sometimes ineffective, resulting in a loss of instructional time. Off-task behavior is sometimes evident. The teacher makes decisions about classroom operations.	The teacher consistently uses routines, procedures and transitions that effectively maximize instructional time. On-task behavior is evident. Students assume appropriate levels of responsibility for effective operation of the classroom.	The teacher and students have collaboratively established consistent use of routines, procedures and transitions that are effective in maximizing instructional time. On-task behavior is evident and ensured by students. Students initiate responsibility for effective operation of the classroom.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Classroom climate and cultural competency Element 1.4 Element 5.1 Element 5.2	There is no evidence of rapport or expectations for respectful, supportive and caring interactions with and among students and the teacher.	There is some evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher.	There is consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher.	The teacher intentionally creates a classroom environment that shows consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	Components	Ineffective	Developing	Skilled	Accomplished
		There is no demonstration of regard for student perspectives, experiences and culture. The teacher does not address needs related to student sense of well-being.	There is inconsistent demonstration of regard for student perspectives, experiences and culture. The teacher is aware of needs related to student sense of well-being but does not address them effectively.	There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being.	There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being. The teacher seeks and is receptive to the thoughts and opinions of individual students and the class. When appropriate, the teacher includes other school professionals and/or community resources to ensure all students are recognized and valued.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
ASSESSMENT OF STUDENT LEARNING (Standard 1: Students, Standard 3: Assessment) *Possible Sources of Evidence: pre-conference, formal observation, classroom walk-throughs/informal observations, assessments, student portfolios, post-conference*	**Use of assessments** Element 3.1 Element 3.2 Element 3.3 Element 3.4	The teacher does not use varied assessments. The teacher fails to analyze data and makes little or no attempt to modify instruction to meet student needs. The teacher does not share evidence of student learning with students.	The teacher makes limited use of varied assessments. The teacher attempts to analyze data and modify instruction, though the modifications do not meet student needs. The teacher shares evidence of student learning with students.	The teacher selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments. The teacher analyzes patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet the needs of groups of students.	The teacher intentionally and strategically selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments. The teacher offers differentiated assessment choices to meet the full range of student needs. The teacher analyzes data trends and patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet individual student needs. The teacher shares evidence of student learning with colleagues.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	Components	Ineffective	Developing	Skilled	Accomplished
				The teacher shares evidence of student learning with parents and students to plan instruction to meet student needs.	parents and students to collaboratively plan instruction to meet individual student needs.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Evidence of student learning Element 1.3	The teacher's assessment data demonstrates no evidence of growth and/or achievement over time for most students.	The teacher uses one source of high-quality student data to demonstrate clear evidence of appropriate growth and/or achievement over time for some students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of expected growth and/or achievement for most students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of above expected growth and/or achievement for most students.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication, Standard 7: Professional Responsibility and Growth) *Possible Sources of Evidence: Professional Growth Plan or Improvement Plan, pre-conference.*	Communication and collaboration with families Element 6.1 Element 6.2	The teacher does not communicate with students and families.	The teacher inconsistently or unsuccessfully uses communication and engagement strategies with students and families. These do not contribute adequately to student learning, well-being and development.	The teacher uses effective and appropriate communication and engagement strategies with students and families, resulting in partnerships that contribute to student learning, well-being and development.	The teacher uses multiple effective and appropriate communication and engagement strategies with individual students and families. These ongoing strategies promote two-way communication, active participation and partnerships that contribute to each student's learning, well-being and development.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Communication and collaboration with colleagues	The teacher does not communicate and/or collaborate with colleagues.	The teacher inconsistently or unsuccessfully communicates and/or collaborates with colleagues, resulting in limited	The teacher effectively communicates and collaborates with colleagues to examine instructional practice and	The teacher initiates effective communication and collaboration with colleagues outside the classroom, resulting in improvements in student

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	Components				
		Ineffective	Developing	Skilled	Accomplished
post-conference, artifacts, self-assessment, peer review	Element 6.3		improvement of professional practice.	analyze patterns in student work and student data to identify and implement targeted strategies for improving professional practice.	learning, individual practice, school practice and/or the teaching profession.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	District policies and professional responsibilities Element 7.1	The teacher demonstrates a lack of understanding and regard for district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates minimal understanding of district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators. The teacher exemplifies effective leadership characteristics beyond the classroom. The teacher helps shape policy at the school, district or state level.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Professional learning Element 7.2 Element 7.3	The teacher sets short-term and long-term professional goals but fails to monitor progress or take action to meet the goals.	The teacher sets and monitors short-term and long-term professional goals but fails to take appropriate action to meet the goals.	The teacher sets short-term and long-term professional goals and monitors progress in meeting them based on self-reflection and data analysis. The teacher takes appropriate action to meet the goals.	The teacher consistently pursues best practices and sets, monitors and reflects on progress toward meeting short-term and long-term professional goals based on data analysis to improve student learning. The teacher takes appropriate action to meet the goals. The teacher collaborates with colleagues and others to share best practices.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

Professional Growth Plan

A Professional Growth Plan (PGP) should articulate a clear set of action(s) for a teacher's individualized professional growth. The annual plan should be aligned to both the Ohio Standards for the Teaching Profession (ORC) 3319.61 and Ohio's Professional Development Standards (ORC) 3319.075. The PGP should reflect the expectations set in OAC 3301-24-06 (A) *...professional development should lead to new or enhanced knowledge in the classroom and be related to student achievement.* The teacher assumes professional responsibility for the plan's implementation in conjunction with the identified support from their employing district (see ORC 3319.112 (A)(9)(10)). Accordingly, the plan is informed by the most recent evaluation cycle and aligns with any district or building required plan under ESEA/ESSA.

Timeline: In an evaluation cycle year, the PGP plan shall be developed within ten (10) days of the post-conference from the first formal observation. During an off-cycle year, the PGP plan shall be developed by September 30th of the school year, or as mutually agreed upon by the teacher and evaluator.

Teacher Name:	Evaluator Name:	Self-Directed (Accomplished)	Jointly-Directed (Skilled)	Evaluator Guided (Developing)

Organizational Area, Standard or Element:
The teacher may identify one or two area(s), standard(s) and/or elements or a combination thereof as focus areas, when applicable.

Organizational Area: Instructional Planning	**Organizational Area: Instruction and Assessment**
Focus for Learning	**Lesson Delivery**
Standard 1 – Students	*Standard 2* - Content
Standard 2 - Content	*Standard 3* - Assessment
Standard 3 - Assessment	*Standard 4* - Instruction
Standard 4 - Instruction	*Standard 5* – Learning Environment
Knowledge of Students	*Standard 6* - Collaboration and Communication
Standard 1 - Students	**Classroom Environment**
Standard 4 - Content	*Standard 1* - Students
Standard 6 – Collaboration and Communication	*Standard 5* – Learning Environment
	Organizational Area: Professionalism
	Standard 6 - Collaboration and Communication
	Standard 7 – Professional Responsibility & Growth

Statement(s) Demonstrating Growth in Performance ***Ohio Standards for the Teaching Profession***	Action Steps, Resources and Timeline to Achieve Progress and/or Growth	Qualitative or Quantitative Evidence to Indicate Satisfactory Progress	Dates Discussed
Describe the alignment of the PGP to any district and/or building improvement plan(s) using the Standards for the Teaching Profession:			
Comments:			

This Professional Growth Plan was created and finalized on _____ effective for the _____ SY.

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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

This document is an adaptation of the Ohio Department of Education (ODE) guidance regarding Walkthroughs/Informal Observations within OTES 2.0. The adaptation of ODE's guidance document was designed to reinforce legislative requirements, the Educator Standards Board's vision of a Professional Growth Model for Teacher Evaluation and collective bargaining rights. As presented, the document aligns to ORC 3319.112, ORC 3319.111, and State Board of Education OTES 2.0 Framework. If changes are made, it is the responsibility of the parties to confirm the changes continue to conform with law, framework and collective bargaining rights.

Improvement Plan

Teacher Name: _____ Grade Level/ Subject: _____

School year: _____ Building: _____ Date of Improvement Plan Conference: _____

Written improvement plans are to be developed in the circumstances when an educator has a final summative rating of Ineffective. The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If corrective actions are not made within the time as specified in the improvement plan, a recommendation may be made for dismissal or to continue on the plan consistent with the Collective Bargaining Agreement.

Timeline: Final determination of an improvement plan shall occur one year from the date that it is implemented.

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

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

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

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

Improvement Plan (continued)

Section 3: Specific Plan of Action

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

Section 4: Assistance and Professional Development

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

Section 5: Alignment to District and/or Building Improvement Plan(s)

Describe the alignment to district and/or building improvement plan(s).

Date for this Improvement **Plan** to Be Evaluated:

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

Improvement Plan: Evaluation of Plan

Teacher Name: _____ Grade Level/ Subject: _____

School year: _____ Building: _____ Date of Evaluation: _____

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

- ☐ Improvement is demonstrated and performance standards are met to a satisfactory level of performance
- ☐ The Improvement Plan should continue for time specified:
- ☐ Dismissal is recommended.

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

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

Teacher's Signature: _____ Date: _____
Evaluator's Signature: _____ Date: _____

Informal Observation
Ohio Teacher Evaluation System 2.0

Informal: General Form

Teacher Name: **Grade(s)/Subject Area(s):** **Date:**

Evaluator Name: **Time Informal Begins:** **Time Informal Ends:**

Directions: This form serves as a record of an informal observation by the teacher's evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation, nor is this an exhaustive list of evidence that may be observed.

EVALUATOR OBSERVATIONS	
☐ Teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals	☐ Communication strategies and questioning techniques check for understanding and encourage higher-level thinking
☐ Instructional time is used effectively	☐ Information is presented in multiple formats
☐ Teacher combines collaborative and whole class learning opportunities	☐ Routines, procedures and transitions are consistent, effective and maximize instructional time
☐ Rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher are evident	☐ Feedback is substantive, specific, timely and supports student learning
☐ Lesson makes clear and coherent connections with student prior learning and future learning	☐ Teacher selects, develops and uses multiple assessments
☐ Teacher demonstrates content knowledge and uses content-specific language and strategies to engage students	☐ Teacher uses differentiated instructional strategies and resources for groups of students
☐ Other:	☐ Other:

Identified Focus Area(s) and Aligned Evidence, if Applicable:

Evaluator Summary Comments:

Evaluator Signature: _____ ☐ **Photocopy to Teacher**

Walkthroughs Form, Ohio Teacher Evaluation System 2.0

Teacher Name: **Grade(s)/Subject Area(s):** **Date:**

Evaluator Name: **Time Walkthrough Begins:** **Time Walkthrough Ends:**

Directions: This form serves as a record of a walkthrough by the teacher's evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation, nor is this an exhaustive list of evidence that may be observed. This record, along with records of additional informal observations, will be used to inform the holistic evaluation of the teacher.

EVALUATOR OBSERVATIONS	
☐ Teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals	☐ Communication strategies and questioning techniques check for understanding and encourage higher-level thinking
☐ Instructional time is used effectively	☐ Information is presented in multiple formats
☐ Teacher combines collaborative and whole class learning opportunities	☐ Routines, procedures and transitions are consistent, effective and maximize instructional time
☐ Rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher are evident	☐ Feedback is substantive, specific, timely and supports student learning
☐ Lesson makes clear and coherent connections with student prior learning and future learning	☐ Teacher selects, develops and uses multiple assessments
☐ Teacher demonstrates content knowledge and uses content-specific language and strategies to engage students	☐ Teacher uses differentiated instructional strategies and resources for groups of students
☐ Other:	☐ Other:

Identified Focus Area(s) and Aligned Evidence, if Applicable:

Evaluator Summary Comments:

Evaluator Signature: _____ ☐ **Photocopy to Teacher**

School Counselor Evaluation Rubric

The ***School Counselor Evaluation Rubric*** is intended to be scored holistically. This means the evaluator will assess which level provides the best *overall* description of the school counselor. The evaluator is to consider evidence gathered during the pre-observation conference, the observation, the post-observation conference, and informal observations of school counselor activities (if applicable) when completing the rubric.

Standard One: Comprehensive School Counseling Program Plan – School counselors collaboratively envision a plan for a comprehensive school counseling program that is developmental, preventative, responsive and in alignment with the school's goals and mission				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor cannot articulate components of a comprehensive school counseling program.	The school counselor articulates all components of a comprehensive school counseling program.	The school counselor articulates all components of a comprehensive school counseling program, reflects on future program needs and works to design a plan of implementation.	The school counselor implements all components of a comprehensive school counseling program and frequently reflects on future program development.
	The school counselor does not collaborate with key stakeholders to set the goals, priorities and implementation strategies when a comprehensive school counseling program is being designed.	The school counselor collaborates with key stakeholders on a limited basis to set goals, priorities and implementation strategies that partially align to the school's goals and mission when a comprehensive school counseling program is being designed.	The school counselor collaborates with key stakeholders to set the goals, priorities and implementation strategies that align to the school's goals and mission when a comprehensive school counseling program is being designed.	The school counselor collaborates with key stakeholders to set the goals, priorities and implementation strategies that align to the school's goals and mission when a comprehensive school counseling program is being designed and suggests enhancements and adjustments for program based on needs and results.
	The school counselor identifies no resources to implement the program.	The school counselor identifies resources needed to partially implement the program.	The school counselor identifies resources to fully implement the program.	The school counselor utilizes resources to fully implement the program from an innovative or diverse set of partners.
Evidence				

Standard Two: Direct Services for Academic, Career and Social/Emotional Development – School counselors develop a curriculum, offer individual student planning and deliver responsive services to assist students in developing and applying knowledge, skills and mindsets for academic, career and social/emotional development.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor lacks knowledge of academic program and/or does not deliver counseling, activities, and/or experiences that support students' academic progress and goals.	The school counselor uses knowledge of the academic program to plan and deliver counseling, activities and/or experiences that support students' academic progress and goals.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to support students' academic progress and goals and makes adjustments as needed.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences in collaboration with stakeholders to support students' academic progress and goals and makes adjustments as needed.
	The school counselor does not deliver developmentally appropriate counseling, activities, and/or experiences that build students' awareness of Ohio-specific college, career and education options and resources.	The school counselor inconsistently or ineffectively provides developmentally appropriate counseling, activities and/or experiences that build students' awareness of Ohio-specific college, career and education options and resources.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to support students' awareness of Ohio-specific college, career and education options and resources and makes adjustments as needed.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to enhance students' and parents/guardians' awareness of Ohio-specific college, career and education options and resources and makes adjustments as needed.
	The school counselor does not deliver counseling, activities and/or experiences that promote student well-being.	The school counselor attempts to deliver counseling, activities and/or experiences that promote student well-being with limited success.	The school counselor consistently delivers counseling, activities, and/or experiences that promote students' social/emotional development and well-being.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences in collaboration with stakeholders to promote students' social-emotional development and well-being and makes adjustments as needed.
Evidence				

Standard Three: Indirect Services: Partnerships and Referrals – School counselors collaborate and consult with school personnel, parents/guardians, community partners and agencies/organizations to coordinate support for all students.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor provides no information to parents/guardians and school personnel for students' academic, career and social-emotional development.	The school counselor provides relevant information upon request to parents/guardians and school personnel for students' academic, career and social-emotional development.	The school counselor provides relevant information on a regular basis through collaboration with parents/guardians and school personnel for students' academic, career and social-emotional development.	The school counselor provides relevant information on a regular basis and initiates collaboration with parents/guardians and school personnel for students' academic, career and social-emotional development.
	The school counselor does not coordinate school and community resources to support students and promote their success.	The school counselor attempts to coordinate school and community resources to support students and promote their success, but has limited success.	The school counselor coordinates school and community resources to support students and promote their success.	The school counselor coordinates school and community resources, and positively influences the types of services the partners provide to support students and promote their success.
	The school counselor does not make referrals on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services.	The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services only upon request.	The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services.	The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services and follows up within the guidelines of confidentiality when appropriate.
Evidence				

Standard Four: Evaluation and Data – School counselors collaboratively engage in a cycle of continuous improvement using data to identify needs, plan and implement programs, evaluate impact and adjust accordingly.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor does not monitor student performance and progress.	The school counselor does limited monitoring of individual and group student performance and progress data to identify gaps and develops some appropriate interventions to enhance or improve student success.	The school counselor monitors individual and group student performance and progress data to identify gaps and develops appropriate interventions to enhance or improve student success.	The school counselor monitors individual and group student performance and progress data to identify gaps and develops appropriate interventions to enhance or improve student success, and fosters student self-monitoring.
	The school counselor does not monitor effectiveness of the program.	The school counselor uses some data with minimal effectiveness to conduct program monitoring, assesses implementation and effectiveness, and makes adjustments for program improvement accordingly.	The school counselor effectively uses data to conduct program monitoring, assesses implementation and effectiveness, and makes adjustments for program improvement accordingly.	The school counselor uses comprehensive data to conduct regular program monitoring, assesses implementation and effectiveness, and collaborates with stakeholders to make adjustments for program improvement accordingly.
Evidence				

Standard Five: Leadership and Advocacy – School Counselors lead school efforts and advocate for policies and practices that support an equitable, safe, inclusive and positive learning environment for all students.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor does not attempt to establish professional relationships within the school through communication, teamwork and collaboration.	The school counselor attempts to establish professional relationships within the school through communication, teamwork and collaboration with limited success.	The school counselor establishes and maintains professional relationships within and outside of the school through communication, teamwork and collaboration.	The school counselor establishes and strengthens strategic professional relationships within and outside of the school through communication, teamwork and collaboration.
	The school counselor does not advocate for nor responds to the needs of diverse populations.	The school counselor attempts to respond to the needs of diverse populations and has demonstrated progress in promoting an inclusive, responsive and safe school environment for its diverse members.	The school counselor effectively advocates for and responds to the needs of diverse populations, resulting in a positive impact on practices that promotes an inclusive, responsive and safe school environment for its diverse members.	The school counselor effectively advocates for practices within and outside of the school community and proactively addresses the changing needs of diverse populations resulting in a positive impact that promotes an inclusive, responsive and safe school environment for its diverse members.
	The school counselor is unable to identify community, environmental and institutional factors that enhance or impede development and does not advocate for equity of opportunity for all students.	The school counselor identifies community, environmental and institutional factors that enhance or impede development but does not advocate for equity of opportunity for all students.	The school counselor identifies community, environmental and institutional factors that enhance or impede development and advocates for equity of opportunity for all students.	The school counselor identifies community, environmental and institutional factors that enhance or impede development and collaborates with stakeholders to advocate for programs, policies and practices that ensure equity of opportunity for all students.
	The school counselor does not promote the program or the role of the school counselor in achieving the school's mission and student success.	The school counselor occasionally promotes the program and is beginning to articulate the role of the school counselor in achieving the school's mission and student success.	The school counselor effectively and consistently promotes the program and articulates the role of the school counselor in achieving the school's mission and student success.	The school counselor effectively and consistently promotes the program and articulates the role of the school counselor in achieving the school's mission and student success, and contributes to the advancement of the school counseling profession.

Evidence				

Standard Six: Professional Responsibility, Knowledge and Growth – School Counselors adhere to the ethical standards of the profession, engage in ongoing professional learning and refine their work through reflective analysis.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor does not adhere to the American School Counselor Association and other relevant ethical standards for school counselors nor the relevant federal, state and local codes and policies.	he school counselor has limited adherence to American School Counselor Association and other relevant ethical standards for school counselors and all relevant federal, state and local codes and policies.	The school counselor adheres to American School Counselor Association and other relevant ethical standards for school counselors and all relevant federal, state and local codes and policies.	The school counselor adheres to American School Counselor Association and other relevant ethical standards for school counselors and all relevant federal, state and local codes and policies. The counselor also helps colleagues access and interpret codes and policies and understand implications.
	The school counselor does not engage in self-reflection of practice, review data to set goals for improvement or participate in professional learning.	The school counselor engages in limited self-reflection of practice, reviews minimal data ineffectively to set goals for improvement and participates in professional learning to meet some goals, enhance skills and stay current on professional issues.	The school counselor engages in thoughtful self-reflection of practice, reviews data to set goals for improvement and participates in professional learning to meet goals, enhance skills and stay current on professional issues.	The school counselor engages in thoughtful and ongoing self-reflection of practice; consistently reviews data to set and monitor goals for improvement; and participates in professional learning to meet goals, enhance skills and stay current on professional issues, educating others on learnings when appropriate.
	The school counselor does not attend professional meetings nor belong to organizations at the local, state or national level.	The school counselor attends professional meetings and/or belongs to organizations at the local, state or national level.	The school counselor actively participates in both professional meetings and organizations at the local, state or national levels.	The school counselor coordinates, facilitates and/or provides leadership in professional meetings and organizations at the local, state or national level.
Evidence				

Metric(s) of Student Outcomes – School counselors demonstrate an ability to produce positive student outcomes using pre-determined metrics.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor does not collect data nor demonstrate a positive change in students' knowledge, behavior or skills.	The school counselor collects data but cannot demonstrate a positive change in students' knowledge, behavior or skills.	The school counselor clearly demonstrates a positive change in students' knowledge, behavior or skills within at least one student domain.	The school counselor clearly demonstrates a positive change in students' knowledge, behavior or skills within three student domains.
Evidence				

Ohio School Counselor Evaluation System

Professional Growth Plan

Professional Growth Plan

On an annual basis, a school counselor will develop two goals for professional growth and development; one in relation to the six standard areas, and the second in relation to the Metric of Student Outcomes area. Professional development should be individualized to meet the needs of the school counselor and specifically relate to the identified areas of refinement as identified in the school counselor's evaluation. The development of the plan can be informed by self-assessment, previous evaluation results, or other relevant data that will assist the school counselor in setting appropriate goals for professional growth. The evaluator should recommend professional development opportunities and support the school counselor by providing resources (e.g., time, financial).

School Counselor Name: Evaluator Name: ☐ Self-Directed ☐ Collaborative

Goal One

*Choose the **Standard(s)** aligned to the goal. These are addressed by the evaluator as appropriate for this school counselor.*

☐ Comprehensive School Counseling Program Plan
☐ Direct Services for Academic, Career, and Social/Emotional Development
☐ Indirect Services
☐ Evaluation and Data
☐ Leadership and Advocacy
☐ Professional Responsibility, Knowledge & Growth

Goal Statement Demonstrating Performance on Standards	Action Steps & Resources to Achieve Goal	Evidence Indicators	Dates Discussed

Goal Two

*Choose the domain(s) aligned to the **Metric of Student Outcomes** goal.*

☐ Academic ☐ College/Career ☐ Social/Emotional

Goal Statement Demonstrating Ability to Produce Positive Student Outcomes	Action Steps & Resources to Achieve Goal	Evidence Indicators	Dates Discussed

Comments:

School Counselor: _____ Evaluator: _____ Date: _____

05/12/2016

Ohio School Counselor Evaluation System

Improvement Plan

Improvement Plan

Written improvement plans are to be developed when a school counselor receives an overall Ineffective rating. In addition, districts have discretion to place a school counselor on an improvement plan at any time based on deficiencies in any individual component of the evaluation system. The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If corrective actions are not made within the time as specified in the improvement plan, a recommendation may be made for dismissal or to continue on the plan.

School Counselor Name:
School Year:

Date of Improvement Plan Conference:
Building:

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

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

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

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

Improvement Plan (continued)

Section 3: Specific Plan of Action

Describe in detail specific plans of action that the school counselor must take to improve his or her performance. Indicate the sources of evidence that the evaluator will use to document completion of the improvement plan.	
Actions to be Taken	Sources of Evidence that Will Be Examined

Section 4: Assistance and Professional Development

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

Date for this Improvement Plan to Be Evaluated:

School Counselor's Signature: _____ Date:

Evaluator's Signature: _____ Date:

Improvement Plan: Evaluation of Plan

School Counselor Name: Date of Evaluation:
School Year: Building:

The improvement plan will be evaluated at the end of the time specified in the plan and will result in one of the following actions:

☐ Improvement demonstrated and professional standards met a satisfactory level of performance.
☐ Continue with the Improvement Plan for a specified amount of time. Date:
☐ Recommend dismissal.

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

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

School Counselor's Signature:_____ Date: _____

Evaluator's Signature: _____ Date: _____

* The level of performance varies depending on school counselor's years of experience.

Liberty Center Head Coach Evaluation

Coach:_____ Sport:_____ Year:_____

Standard 1: Relationships with School Administration	E	G	S	US	NA
1. Works cooperatively with Athletic Director and other Admin.					
2. Keeps AD informed of potential problems.					
3. Accepts and implements athletic department decisions and policies.					
4. Is aware of Title IX issues.					
5. Stresses importance of eligibility and scholarship.					
6. Works with athletic director when making decisions for scheduling, practice times, etc.					
7. Follows proper protocol when purchasing equipment.					

Standard 2: Equipment and Facilities Maintenance	E	G	S	US	NA
1. Works with AD to provide preseason and post-season program needs.					
2. Maintains exact and detailed inventory for uniforms and equipment.					
3. Shows concern for and stresses proper care of equipment.					
4. Keeps storage areas and equipment tidy and organized.					

Standard 3: Coaching Performance	E	G	S	US	NA
1. Conducts themselves in an professional and sportsmanlike manner at all times.					
2. Supervises athletes at all times including training room, locker rooms, and practice area.					
3. Maintains current knowledge of sports rules.					
4. Teaches the fundamental philosophy, skills, and knowledge essential to the sports.					
5. Maintains effective squad discipline.					
6. Instills competitive spirit, shows enthusiasm, and praises student-athletes for positive performances.					
7. Plans practices by selecting appropriate teaching aids/drills.					
8. Works to develop assistant coaches' abilities.					
9. Works to help players understand role on the team.					

Liberty Center Head Coach Evaluation

Coach:_____ Sport:_____ Year:_____

Standard 4: Relationships with Participants	E	G	S	US	NA
1. Maintains rapport and works cooperatively with assistant coaches and sub-varsity coaches.					
2. References code of conduct policies when dealing with parents and student-athletes. (Chain of Command. 24 Hour Rule)					
3. Promotes positive relationships with student-athletes.					
4. Works well with outside media for preseason articles, season results, and interviews.					
5. Supports athletic boosters by attending meetings and volunteering at fundraiser events.					
6. Maintains appropriate sideline conduct towards officials.					
7. Promotes all sports in total athletic program and continually works with athletes without interfering with other sports.					
8. Uses all opportunities to actively sell the program to student body to maintain appropriate participation.					

Standard 5: Personal and Professional Qualities	E	G	S	US	NA
1. Stresses the role of athletic in the development of lifelong values. Puts the students physical and emotional well-being before winning.					
2. Shows willingness to learn and ability to take constructive criticism.					
3. Seeks opportunities to assume responsibility.					
4. Shows respect and support of other coaches and athletes.					
5. Uses language correctly and effectively.					

CODE: E=Excellent; G=Good; S=Satisfactory; US=Unsatisfactory; NA=Non-applicable

Coach/AD Comments:

STATUS: _____ Continue Coaching _____ Probationary* _____ Not Continue Coaching

If Probationary, an action plan will be developed and attached to this evaluation.

Coach's Signature_____ Date _____

Evaluator's Signature_____ Date _____

Ohio Teacher Evaluation System | Self-Assessment

Self-Assessment Summary Tool

Directions: Teachers should record evidence to indicate strengths and areas for growth for each standard. Then, look across all of the standards holistically and identify <u>two</u> priorities for the upcoming year. Note these two priorities with check marks in the far-right column.

Name:
Date:

Standard		Strengths	Areas for Growth	Priorities (Check 2)
Standard 1: Students	• Knowledge of how students learn and of student development • Understanding of what students know and are able to do • High expectations for all students • Respect for all students • Identification, instruction and intervention for special populations			
Standard 2: Content	• Knowledge of content • Use of content- specific instructional strategies to teach concepts and skills • Knowledge of school and district curriculum priorities and Ohio's Learning Standards • Relationship of knowledge within the discipline to other content areas • Connection of content to life experiences and career opportunities			
Standard 3: Assessment	• Knowledge of assessment types • Use of varied diagnostic, formative and summative assessments • Analysis of data to monitor student progress and to plan, differentiate, and modify instruction • Communication of results • Inclusion of student self-assessment and goal-setting			
Standard 4: Instruction	• Alignment to school and district priorities and Ohio's Learning Standards • Use of student information to plan and deliver instruction • Communication of clear learning goals • Application of knowledge of how students learn to instructional design and delivery • Differentiation of instruction to support learning needs of all students • Use of activities to promote independence and problem-solving • Use of varied resources to support learner needs			
Standard 5: Learning Environment	• Fair and equitable treatment of all students • Creation of a safe learning environment • Use of strategies to motivate students to work productively and assume responsibility for learning • Creation of learning situations for independent and collaborative work • Maintenance of an environment that is conducive to learning for all students			
Standard 6: Collaboration & Communication	• Clear and effective communication • Shared responsibility with parents/caregivers to support student learning • Collaboration with other teachers, administrators, school and district staff • Collaboration with local community agencies			
Standard 7: Professional Responsibility and Growth	• Understanding of and adherence to professional ethics, policies and legal codes • Engagement in continuous, purposeful professional development • Desire to serve as an agent of change, seeking positive impact on teaching quality and student achievement			

EachChildOurFuture

Final Holistic Rating of Teacher Effectiveness—Full Evaluation

	Ineffective	Developing	Skilled	Accomplished
Formal Holistic Observation (followed by conference)	☐	☐	☐	☐
Formal Focused Observation **Focus Area(s):** ☐ Focus for Learning ☐ Knowledge of Students ☐ Lesson Delivery ☐ Classroom Environment ☐ Assessment of Student Learning ☐ Professional Responsibilities	☐	☐	☐	☐
Professional Growth Plan (or Improvement Plan) Goal(s): (Goal prepopulates from the earlier entry)				
Evaluator Comments:				
Teacher Comments:				
Final Holistic (Overall) Rating	Ineffective	Developing	Skilled	Accomplished

☐ Check here if Improvement Plan has been recommended.

Teacher Signature _____ **Date** _____

Evaluator Signature _____ **Date** _____

Ohio Department of Education

Final Holistic Rating of Teacher Effectiveness—Accomplished or Skilled Carry Forward

Professional Growth Plan Goal(s) Alignment:	**Dates:**	
Mark Domain Area(s): ☐Focus for Learning ☐Knowledge of Students ☐Lesson Delivery ☐Classroom Environment ☐Assessment of Student Learning ☐Professional Responsibilities **Focus Area(s) Comments:**	Date of Observation: Date of Conference: **Comments:**	
Professional Growth Plan Goal(s):	(Goal(s) prepopulate from previous entry)	
Progress on Professional Growth Plan Goal:	☐Progress Made (By checking this box, the teacher will continue with rating as per schedule until time for a full evaluation cycle.)	☐Insufficient Progress Made (By checking this box, the teacher will automatically be placed on a full evaluation cycle the following school year.)
Evaluator Comments:		
Teacher Comments:		

Final Holistic (Overall) Rating: Pre-Populated in OhioES Portal • **Carry forward from previous rating**	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED

☐End of Cycle (Full evaluation required in the next school year)

☐Check here if Improvement Plan has been recommended.

Teacher Signature _____ **Date** _____

Evaluator Signature _____ **Date** _____

APPENDIX N

PARENT CONTACT CHART

Name_____ **Building** _____ **School Year**_____

Date	Person Contacted	Student Name	Summary of Conversation (Grades, behavior, etc.)	Method of Contact (phone, email, conference, etc.)	Duration of Contact (number of minutes)

APPENDIX O

LIBERTY CENTER LOCAL SCHOOL DISTRICT
100 TIGER TRAIL
LIBERTY CENTER, OH

Supplemental Activity Request Form

1. Employee Name(s): _____

2. Supplemental Title: _____
3. How Does This Further Support the Mission of the School District:
4. Estimate Number of Employee Hours: _____
5. Duties/Essential Function of Sponsor: _____

6. Grade Level(s) of Student Participants: _____

7. Description of Student Activities: _____

8. Estimated Number of Students who may Participate: _____

9. Timeline/Calendar for Activity: _____

10. Sponsor's Experience in the Area of the Proposed Supplemental: _____

Applicant Signature: _____ Date: _____

Approved by Association Executive Committee: _____ Date: _____

Approved by Superintendent: _____ Date: _____