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AGREEMENT

BETWEEN THE

LIBERTY-BENTON LOCAL BOARD OF EDUCATION

AND THE

LIBERTY-BENTON TEACHERS' ASSOCIATION

Effective July 1, 2024 through July 1, 2027

TABLE OF CONTENTS

ARTICLE I RECOGNITION DEFINITIONS 1
- A. Recognition 1
- B. Definitions 1

ARTICLE II NEGOTIATIONS PROCEDURE 2
- A. Scope of Negotiations 2
- B. Request for Negotiations 2
- C. Negotiations Meetings 2
- D. Representation 2
- E. Exchange of Information 3
- F. News Releases 3
- G. Agreement 3
- H. Disagreement 4
- I. Distribution of Negotiated Agreements 4
- J. Severability 4

ARTICLE III GRIEVANCE PROCEDURE 5
- A. Definitions 5
- B. Procedural Steps 5
- C. General Provisions or Conditions 7
- D. Grievance Form 7

ARTICLE IV ASSOCIATION RIGHTS 7
- A. Association Leave 7
- B. Bulletin Boards/Mail 8
- C. Use of Facilities 8
- D. Exclusive Representation 8
- E. Committee Representation 8
- F. Activities at Faculty Meetings 8
- G. Board Policy Notification 8
- H. Building Communications 8
- I. Labor-Management Meetings 9
- J. Board Agenda 9

ARTICLE V WORK DAY/WORK WEEK/WORK YEAR 10
- A. Work Day 10
- C. Work Week 10
- D. Work Year 10
- E. School Calendar 11
- F. Professional Development 11
- G. Open House/Meet the Teacher Night 11

ARTICLE VI WORK CONDITIONS 11
- A. Class Size 11
- B. Personnel Files 12

C. Staff Involvement 12
D. Sequence of Teaching Contracts 13
E. Substitute Teachers 13
F. Telephones 14
G. Vacancies 14
H. Physical Examinations 14
I. Activities Passes 14
K. Building Access 14
L. IEP Writing 15
M. District Calendar Committee 15
N. Teacher Misconduct 15
O. Teacher Licensure 16
P. Complaints Procedure 16

ARTICLE VII EVALUATION PROCEDURE 16
A. Evaluation of Teachers 16
B. Evaluation of Guidance Counselors 16
C. Non-Renewal of Teachers on Limited Contract 17
D. Employee Remediation Program 17

ARTICLE VIII REDUCTION IN FORCE 18
A. Federal/State Funded Positions 18
B. Notification 18
C. Reduction by Attrition 18
D. Suspension of Limited Contracts 18
E. Seniority 19
G. Restoration Rights 19
H. Consideration as Substitute 20
I. Files 20

ARTICLE IX LEAVES OF ABSENCE (PAID AND UNPAID) 20
A. Personal Leave (Paid) 20
B. Sick Leave 21
C. Assault Leave 22
D. Leaves of Absence (Unpaid) 22
E. Professional Leave 23
F. Jury Duty 23
G. Family and Medical Leave Act: 24
H. Pool for Catastrophic Illness and Injury 25
I. Bereavement Leave 26
J. Flex Time 27
K. Flex Day 27

ARTICLE X INSURANCE PROVISIONS 27
A. Coverage 27
B. Medical Insurance 28
C. Waiver of Coverage 29

D. Section 125 Plan 30
E. Insurance Committee 30
F. Group Life Insurance 31
G. Dental Insurance 31
H. Vision Insurance 31

ARTICLE XI SALARY AND REIMBURSEMENTS 32
A. Salaries 32
B. Extra Duty Salaries 33
C. Payroll Procedures 34
D. Payroll Deductions for Association Dues 35
E. Tuition Reimbursement 36
F. Severance Pay 37
G. STRS Pick-Up 37
H. Mileage Reimbursement 38
I. Special Education Work Pay 38
J. Regular Class Coverage During Plan Period 38
K. Annuity- Salary Reduction 38

ARTICLE XII HIRING OF RETIRED CERTIFICATED TEACHERS 39

ARTICLE XIII DISCIPLINE 41
A. Discipline 41
B. Meeting Representation 41

ARTICLE XIV EFFECTS OF CONTRACT 41
A. Non-Discrimination Clause 41
B. Full Agreement 42

ARTICLE XV DURATION 42
A. Term of Agreement 42
B. Signatures 42

APPENDIX A – EXTRA DUTY SALARY SCHEDULE A1

APPENDIX B – MEMORANDUM OF UNDERSTANDING B1

APPENDIX C – MEMORANDUM OF UNDERSTANDING C1

ARTICLE I
RECOGNITION DEFINITIONS

A. Recognition

The Liberty-Benton Local Board of Education (hereinafter referred to as the "Board") recognizes the Liberty-Benton Teachers' Association (hereinafter referred to as the "Association"), an affiliate of the Ohio Federation of Teachers and the American Federation of Teachers, as the sole and exclusive bargaining representative for all full-time and part-time certificated employees, excluding administrative personnel, employed by the Board under a regular teaching contract.

Specifically excluded from the bargaining unit represented by the Liberty-Benton Teachers' Association shall be substitutes, non-certificated employees, principals, assistant principals, the Superintendent, and administrative supervisory staff as defined in Chapter 4117 of the Ohio Revised Code.

B. Definitions

The following definitions apply to this Agreement unless expressly provided otherwise:

1. The "Association" means the Liberty-Benton Teachers' Association, its affiliated organizations American Federation of Teachers ["AFT"] and Ohio Federation of Teachers ["OFT"], and persons acting on behalf of the Association or any affiliated organization.

2. The "Board" means the Liberty-Benton Local School District Board of Education and its administrators and others authorized to act on its behalf.

3. "Days" mean calendar days unless as defined in the Grievance Procedure, Article V.

4. "District" means the Liberty-Benton Local School District.

5. "Teacher" means an employee of the Board in the bargaining unit described in this Agreement.

6. "Immediate supervisor" means the supervisor to whom the teacher directly reports in relation to the subject or issue involved.

7. "Part-time" means working less than full-time FTE but thirty (30) or more hours per week.

ARTICLE II
NEGOTIATIONS PROCEDURE

A. Scope of Negotiations

Representatives of the Board and the Association will negotiate in good faith on all matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification or deletion of an existing provision of a collective bargaining agreement.

B. Request for Negotiations

1. If either of the parties desires to negotiate changes in salaries or other terms and conditions of employment which are within the authority of the Board to resolve, it shall notify the other party in writing not earlier than the first day of January, and not later than the first day of February. This notification shall include the date of writing and the signature of the individual making the request. Notification from the Association shall be served on the Superintendent and from the Board shall be addressed to the President of the Association.

2. Within ten (10) days after receipt of such notice (see C. below), an initial meeting will be scheduled for the purpose of permitting the party requesting negotiations to submit items for negotiations. Both parties shall submit their items for negotiations and establish ground rules for negotiations which shall include the establishment of comparable districts for use in negotiating financial items. The parties shall submit to each other their proposals for negotiations in such written detail so that the proposals, if agreed to by the other party, would express the whole agreement between the parties with respect thereto. Thereafter neither party shall submit additional items for negotiations except with the consent of the other party.

C. Negotiations Meetings

An agreement will be reached by the Board and representatives of the Association within ten (10) days of the request as to the time and place of the meeting which shall be held within thirty (30) days after the request has been submitted, unless both parties agree to an extension of time.

Further meetings may be held at the request of either party involved, and negotiations shall be completed by a mutually agreed time. Negotiations meetings shall be confidential and closed to the public unless mutually agreed to by both parties.

D. Representation

1. Representatives and/or members of the Board shall meet with designated representatives of the Association to negotiate in good faith. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives.

2. The parties may call upon competent professional and lay representatives to consider matters under discussion and to make suggestions. Up to three (3) consultants may be used by each of the parties in any of the negotiations meetings. Necessary clerical assistance costs shall be shared equally by the Board and the Association.

3. The parties may appoint joint study committees to research, study, and develop projects, reports and programs, and to make recommendations on matters under consideration. The committees shall report all findings to both parties. The reasonable costs for such committees shall be shared equally by the Board and the Association.

E. Exchange of Information

The Board and Superintendent agree to furnish the Association, upon request and in reasonable time, both prior to and during negotiations, all available information concerning financial resources of the District and such other information deemed necessary to assist the Association in developing intelligent, accurate, and constructive programs on behalf of the teachers, the students, and the educational program.

The Association agrees to furnish, upon request, all available information on its proposals to the Board to support the development of sound programs for the school district.

F. News Releases

Until complete agreement is reached on all matters which are the subjects of negotiations, no news releases or statements to the media shall be made unless approved by both the Board and the Association.

G. Agreement

1. As tentative agreement is reached on items which are the subjects of negotiations, the agreement shall be reduced to writing and initialed by the chief negotiator of each party. Such initialing shall be construed as a tentative agreement by both parties on that item or issue, subject to finalization by ratification by the Association and adoption by the Board.

2. When agreement has been obtained on all issues submitted to the process, or issues have otherwise been resolved, it shall be presented to the Association for ratification within ten (10) days and then to the Board for approval at the next regular Board meeting unless at its discretion the Board calls a special meeting at an earlier date.

3. Upon approval by both parties, all items agreed to through negotiations shall be incorporated into the "Negotiated Agreement" document. The revised contract shall be signed on behalf of the parties. There shall be three (3) signed copies of this document. One (1) copy shall be retained by the Board, one (1) copy by the Association, and one (1) copy will be sent to the State Employees Relations Board.

Within thirty (30) days or by the first day of the new school year (whichever is later), copies, of same shall be distributed by the Association to all persons in the bargaining unit. The Association shall be responsible for the typing of the Agreement and shall reproduce the contract. The cost of materials used in preparation of said copies shall be shared equally by the Board and the Association. The number of copies to be printed shall be mutually agreed to by the Superintendent and the Association President.

H. Disagreement

1. If agreement is not reached within sixty (60) days, or such greater lengths of time as the parties may mutually agree upon, either party may declare that a state of impasse exists. Upon declaration of impasse and the stating of issues upon which impasse exists, either party may request the use of a mediator to resolve issues of disagreement. Within seven (7) calendar days, a mediator shall be requested through the Federal Mediation and Conciliation Service (FMCS), according to their voluntary rules and regulations. The mediator shall meet with the parties either jointly or separately and shall take such steps as he/she deems appropriate to persuade the parties to resolve their differences and to effect a mutually acceptable agreement.

2. The parties agree that the mediation process, as outlined above, shall constitute a mutually agreed upon dispute settlement procedure that supersedes the statutory procedures set forth in O.R.C. 4117.14. The parties further agree that this mediation process shall be utilized for bargaining leading to a successor contract as well as for any interim bargaining which may occur during the life of the collective bargaining agreement between the parties.

3. If mediation, pursuant to the above, fails to reach an agreement, the Association may exercise their right under O.R.C. 4117.14 (D)(2) for a successor agreement only.

I. Distribution of Negotiated Agreements

After approval by both parties, negotiated items shall be incorporated into the "Negotiated Agreement" document between the Board and the Association. Three (3) copies of the "Negotiated Agreement" shall be provided by the Board to all Liberty- Benton libraries for employee reference.

J. Severability

This Agreement supersedes and prevails over all statutes of the State of Ohio (Except as specifically set forth in Section 4117.10 (A), Revised Code), and regulations of the employer. However, should a court of competent jurisdiction, determine after all appeals or times for appeal have been exhausted, that any provisions herein are unlawful, such provisions shall be automatically terminated but all other provisions of the Agreement shall remain in full force and effect.

The parties shall meet within ten (10) days after the final determination to bargain over its impact and to bring the Agreement into compliance. If the parties fail to reach agreement over the affected provision, the dispute settlement procedure as per Article II, Section H., Disagreement, shall be utilized to resolve the dispute. It is further recognized that this will constitute as interim bargaining.

ARTICLE III
GRIEVANCE PROCEDURE

A. Definitions

Grievance - a claim by a bargaining unit member or the Association that there has been a misinterpretation, misapplication, or violation of the negotiated agreement.

Days - in this Grievance Procedure, the term "days" shall mean all weekdays, except Saturday, Sunday, legal holidays, or school calendar days not in session.

Grievant - An individual or the Association acting on behalf of an individual or a group of employee(s).

B. Procedural Steps

The grievant and his/her immediate supervisor are encouraged and directed to resolve problems through free and informal communications. Should such informal processes fail to satisfy the grievant, then a grievance may be processed as follows:

1. Within ten (10) working days following an incident giving rise to a grievance, the employee shall first discuss the matter, either personally or accompanied by a representative, with his/her principal or immediate supervisor who shall endeavor to effect a solution. The employee shall inform the principal that the discussion involves a grievance.

2. If the grievance is not mutually resolved within five (5) days after the discussion at Step 1, the employee may, within five (5) days of the Step 1 deadline, request to convene the Conflict Resolution Committee (CRC). The purpose of the CRC is to meet with the grievant and his/her immediate supervisor to attempt to resolve the grievance through collaborative problem solving techniques. The Board and the Association shall annually appoint three (3) representatives, each trained in interest based problem solving and consensus decision making. The active committee, comprised of two (2) Association representatives and two (2) Board representatives, excluding the grievant and his/her immediate supervisor, shall be selected from these six (6) people. If the employee chooses not to convene the CRC, the grievance is ended.

   Within ten (10) days of the request to the CRC, the committee shall convene and meet with the grievant and his/her immediate supervisor to reach consensus. If the CRC cannot reach consensus, discussions and potential settlements developed in

the committee are considered confidential and shall not be introduced as evidence or testimony during any subsequent hearings.

3. If the CRC cannot reach a consensus within five (5) days of the initial meeting, the grievant may, within five (5) days submit a written appeal to the Superintendent on the form which can be obtained from the Association. Such hearing shall be conducted within five (5) working days after receipt of such request. If desired by the grievant, an Association representative may speak on behalf of the teacher. The Superintendent shall take action on the appeal of the grievance within five (5) working days after the receipt of the appeal or, if a hearing is requested, within five (5) working days after the hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant, the building principal or immediate supervisor, and the Association President.

4. If the grievant is not satisfied with the disposition of the grievance through Step 3, he/she may, within five (5) working days following the receipt of such disposition, submit a written appeal to the Board.

   The grievant shall have the right to request a hearing with the Board. If desired by the grievant, an Association representative may speak on behalf of the grievant. Upon receipt of such request, the Board will set a date for the hearing and notify the grievant as to the time and place of such hearing. This hearing must take place within ten (10) working days of receipt of the grievance. The action taken by the Board and the reasons therefore will be given in writing within five (5) working days of the hearing and copies sent to the Superintendent, the building principal or immediate supervisor, the grievant, and the Association President.

5. If the decision of the Board is not satisfactory, the grievant may, with the approval of the Association, request the grievance be submitted for binding arbitration. The demand for binding arbitration shall be submitted to the American Arbitration Association (AAA) within ten (10) days after receipt of the Step 4 disposition. A copy of the demand will be mailed to the Superintendent at the same time as to AAA with return receipt requested or hand delivered with the date of receipt noted. An arbitrator shall be selected in accordance with the Voluntary Rules and Regulations of the American Arbitration Association. A hearing shall be held for the purpose of permitting each party the opportunity of presenting its case regarding the grievance. The decision of the arbitrator shall be in writing and shall be rendered to the Board and the Association within thirty (30) days following the conclusion of any necessary hearing(s). The decision of the arbitrator shall be binding. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The fees for and expenses of the arbitrator shall be shared equally by the Board and the grievant.

C. General Provisions or Conditions

1. The number of days indicated at each step is considered a maximum. However, the time limits may be extended by a written agreement of the employee and the administrator concerned.

2. If no response to a grievance is made within the stipulated time limits, the grievant may, within ten (10) working days of the deadline for such response, file the grievance at the next step. If the grievant does not file a grievance or an appeal within the time limits specified above for each step, then the grievance shall be considered waived at such point.

3. If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Step 3.

4. Hearings relative to this grievance procedure shall be conducted in such a manner as not to conflict with the regularly scheduled school day for the employee(s) involved, except as may be arranged with the approval of the administrator involved. An employee engaged during the school day on behalf of the Association with any representative of the Board, in any grievance, shall be released from regular duties without loss of salary.

5. The non-renewal of limited contracts shall be governed by Section 3319.11, Ohio Revised Code, and the termination of contracts shall be governed by Sections 3319.16 and 3319.161, Ohio Revised Code, and such non-renewals and terminations shall not be subject to the grievance procedure.

6. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

7. All participants in all steps of this grievance procedure shall be exempt from discipline, reprisal, coercion, or intimidation because of such participation.

D. Grievance Form

The form to be used in the processing of grievances can be obtained from the Association.

ARTICLE IV
ASSOCIATION RIGHTS

A. Association Leave

The Association shall be granted a maximum of four (4) days annually for Association leave purposes. Application for the leave shall be approved by the Association President with a letter of notification to the Superintendent for his/her approval. Notification for the Superintendent's approval must be submitted two (2) weeks in advance. All expenses for

such leave, except for the substitute teacher, shall be borne by the bargaining unit member and/or the Association. This leave shall be in addition to any other leave to which the employee is entitled.

B. Bulletin Boards/Mail

The Association shall have the right to post notices on a bulletin board in each building which will be provided by the Board in an area frequented by teachers. The Association may use teacher mailboxes for communications to teachers without interference or censorship by the Board or Administration.

C. Use of Facilities

Upon advance notice to the building principal, the Association may use District facilities at reasonable times and on reasonable conditions, so long as such use does not interfere with the regular teacher work day or school activities. Authorized representatives of the Association may transact Association business on school property.

D. Exclusive Representation

The Association shall be the exclusive representative of members in the bargaining unit.

E. Committee Representation

When the Board of Education forms a committee in which the Board determines a need for teacher representation, one (1) member of said committee shall be appointed by the Association.

Whenever a committee is to be formed, the Superintendent shall notify the Association President in a timely fashion to allow the Association sufficient time to choose the teacher representative(s) to the committee.

F. Activities at Faculty Meetings

The Association shall be allowed to hold a meeting for reports and announcements on Association activities immediately after the conclusion of any faculty meeting, including the orientation program for new teachers.

G. Board Policy Notification

The Superintendent will forward (in writing) any modification(s) to existing Board Policy within ten (10) work days of said change to the Association President.

H. Building Communications

A Building Communications Committee shall be in place as a proactive vehicle of collaborative communication to serve the needs of each building. Issues relating to efficient and effective building operations may be brought to the Building Communications

Committee for consideration. The purpose is to open up communications and provide a network for discussion of issues which result in improving the quality of student achievement and contributing to an optimum learning environment in Liberty-Benton Schools. Either bargaining unit members or the administration may make use of this collaborative process to search out input and aid in decision making. The goal of the Building Communications Committee is to reach consensus on those issues presented to them. The Building Communications Committee does not have the authority to alter contract language, nor consider grievances.

The members of the Building Communications Committee will be trained annually in Interest-based bargaining principles (as instructed by the F.M.C.S.) to use effective communicating, listening, consensus decision making, and problem solving. Training will be provided to administrators and at least four (4) bargaining unit members per building. For each meeting, the Building Communications Committee will be comprised of up to two (2) administrators and up to two (2) bargaining unit members. The bargaining unit will be responsible for selecting their two (2) representatives at any given meeting. The administration will select its two (2) representatives.

The Building Communications Committee will meet monthly, unless the parties agree otherwise. Neither party may veto the issues to be presented by either side. The bargaining unit members may select one (1) issue to be discussed and the administration may select one (1) issue to be discussed at each meeting. Additional issues will only be discussed if mutually agreed. An agenda of items to be discussed will be developed in advance of each meeting.

I. Labor-Management Meetings

The Superintendent shall meet once a month with the Association President or his/her designee at the request of either party to discuss matters of concern to either or both groups. Requested meetings will be held at a time that is mutually acceptable to the parties involved. Renegotiations of the contract or grievances shall not be a function of these meetings. Clarification of the existing language or the grievance procedure may be permitted for discussion.

J. Board Agenda

All bargaining unit members will be able to access a digital copy of the agenda. Receipt for the agenda and minutes will be at the time of normal public distribution. One (1) set of attachments other than those prohibited by the right to privacy will be sent to the Association President along with a Treasurer's Report.

ARTICLE V
WORK DAY/WORK WEEK/WORK YEAR

A. Work Day

The work day for all employees represented by the Association shall not exceed seven (7) hours and thirty (30) minutes, subject to the provisions set forth in the following paragraphs:

1. All employees shall be entitled to an uninterrupted, duty-free lunch period of not less than thirty (30) minutes.

2. Under normal circumstances all full-time employees shall be scheduled for at least two hundred (200) minutes per week of planning/conference time and may be assigned no additional duties during this time except on a volunteer basis. Also under normal circumstances, to the extent possible, a minimum block of planning/conference time shall be 25 (twenty-five) minutes.

3. No elementary teacher shall be required to supervise students any earlier than ten (10) minutes prior to the start of the student instructional day.

4. The building administrator for each district building shall set the time parameters within which the employees of the respective buildings shall perform the contractual work day.

5. One (1) work day during twenty-nine (29) weeks of the work year as defined in Section D, below, shall be eight (8) hours for all employees represented by the Association. On the designated 8 hour work days, the work hours for each building shall be as follows:

   High Schol and Middle School: 7:00 a.m. – 3:00 p.m
   Elementary School: 8:00 a.m. – 4:00 p.m.

B. Attendance at Faculty Meetings/Parent Conferences

Employees shall be expected to attend regularly scheduled faculty meetings and may be requested to participate in parent conferences at times which would extend the normal workday.

C. Work Week

The work week will be for five (5) days, Monday through Friday inclusively.

D. Work Year

For all employees represented by the Association (except those on extended service) the work year shall consist of one hundred eighty-three (183) days (1,387 hours). Up to five (5) calamity days (37.5 hours) will be permitted per work year without the requirement to

make-up such days/hours. All calamity days in excess of five (5) (37.5 hours) will be remote learning days for both staff and students . The Superintendent has the discretion to cancel pre-scheduled delay days.

One existing workday prior to the beginning of the school year shall be used for teachers to work in their classrooms. One existing workday prior to the beginning of the school year shall be assigned by the administration for purposes deemed necessary by the administration.

E. School Calendar

Prior to the Superintendent meeting with the county superintendents to create a common calendar for future academic year(s), a meeting of the District Calendar Committee shall occur for purposes of reviewing interests and options regarding the school calendar, including the scheduling of collaboration time. The District Calendar Committee shall be comprised of three (3) representatives from the Association, the Superintendent and two (2) members of the administrative team selected by the Superintendent.

F. Professional Development

There shall be one Professional Development day for all teachers, to be determined by the administration.

G. Open House/Meet the Teacher Night

When Open House/Meet the Teacher Night occurs on a teacher work day, the length of the teacher work day will not exceed a total of 7.5 hours.

ARTICLE VI
WORK CONDITIONS

A. Class Size

Every effort will be made to limit maximum class size in grades K-12 to twenty-five (25) students per class.

When class size exceeds an average of thirty (30) students in a grade level for grades K-5, an aide will be provided for that grade level.

When class size exceeds thirty (30) students in grades 6-8, an aide will be provided for that class.

When class size exceeds thirty-two (32) students in a class for grades 9-12, an aide will be provided for that class.

For teachers of Middle School and High School core classes (that is, ELA, math, science and social studies), the assigned daily class load will not exceed one hundred seventy-five (175). In the event assigned daily class load of teachers of Middle School or High School

core classes exceeds one hundred seventy-five, then the teacher will receive two hundred fifty dollars ($250) for the school year. Any such payments will coincide with the Liberty-Benton Local Schools Teacher Achievement Program (TAP).

B. Personnel Files

The Superintendent will develop and implement a comprehensive and efficient system of personnel records, under the following guidelines:

1. A personnel folder for each employee will be accurately maintained in the Board office.

2. In addition to the application for employment and references, personnel folders will contain records and information relative to compensation, evaluations, and such other information as may be required by the state or considered pertinent.

3. At no time shall the personnel file for a teacher be opened to the public unless the material requested is considered as public information as per statute.

4. Each employee will have the right, upon request, to review the contents of his/her own personnel file as per statute. Such request will be made to the Superintendent and scheduled for a time convenient for the parties involved. The employee may be accompanied by another individual of his/her choice.

5. The employee shall be informed of any written complaint by a parent, student, or any other person which is directed toward them if such will become a matter of records in the personnel file. The employee shall have the right for inspection, rebuttal and a hearing to determine the accuracy of such material.

6. Employees may make written rebuttal to any information contained in the file. Any written objection must be content-appropriate and signed by the staff member and will become part of the employee's personnel file. Anonymous material from unidentified sources will not be placed in a staff member's file.

7. When a teacher's personnel file is reviewed for information other than personal data (i.e., date of birth, address, Social Security number, etc.) a record will be kept of who reviewed it, the date reviewed and the reasons for such review. The Board reserves the right to review the personnel file in executive session during any Board meeting.

C. Staff Involvement

The administration may consult with the professional staff on building and District- wide concerns. This consultation may include, but not be limited to, such topics as student discipline, staff meetings, supplies, and room assignments. Such consultation, however, shall not restrict the Board's right to manage the District in their determination of the best interest of Liberty-Benton Local Schools.

D. Sequence of Teaching Contracts

1. For full-time bargaining unit members, the sequence for the issuance of limited teaching contracts shall be as follows:

	Length of Contract
1st contract	one year
2nd contract	one year
3rd contract	one year
4th contract	two year
5th contract	three years
(and all subsequent limited contracts)	

2. The Board and the administration retain the right to deviate from the above sequence in situations which require performance improvement. The reasons for this deviation shall be documented and presented to the employee in writing.

3. All part-time teachers shall be issued only one-year limited contracts.

4. Full-time bargaining unit members shall be eligible for continuing contracts upon completion of any multi-year contract and other applicable requirements in accordance with Ohio Revised Code Sections 3319.08 and 3319.11. The Superintendent shall make the final determination with respect to continuing contract eligibility and shall make a recommendation regarding the same to the Board when appropriate. If the Superintendent determines that a bargaining unit member is not eligible for continuing contract, then the Superintendent will provide that bargaining unit member with an explanation as to why he/she was not eligible for a continuing contract. Continuing contracts may also be awarded to bargaining unit members who have attained a continuing contract in another school district in Ohio, upon the determination and recommendation of the Superintendent.

5. Certificates/Licenses

   Unit members shall notify the Treasurer as soon as any new certificate/license is received by the individual. It shall be the responsibility of each unit member to apply and qualify for the renewal of any certificate/license and to file such certificate/license with the Treasurer.

6. Teachers eligible for continuing contract shall submit a request in writing to the Superintendent by March 1.

E. Substitute Teachers

Every effort will be made to obtain substitute teachers for all absent classroom teachers.

F. Telephones

An area in each building shall be designated for use of faculty members who need to have confidential phone conferences in a location which provides privacy. Personal long distance calls are to be charged to staff members' private home phones.

G. Vacancies

As vacancies in teaching and/or extra-curricular positions become known to the administration, and the Board makes the determination to fill those vacancies, the vacancy(ies) shall be posted via school email. Vacancies which occur subsequent to the close of the school year will be listed on the Board of Education's website.

Members of the present staff interested in positions announced shall submit a written statement indicating the position desired to the Superintendent within ten (10) days after the vacancy is posted. All such requests shall be given full consideration before an employment recommendation is made for any position posted as a vacancy.

H. Physical Examinations

The Board agrees that if any employee is required by the Board to have a physical examination or x-ray, the Board shall pay the cost of such x-ray or examination as long as the examination includes only those items on a prescribed physical form.

I. Activities Passes

In advance of each school year, each employee will receive a Liberty-Benton general admissions pass to all Board-sponsored home athletic events for the ensuing school if the employee or spouse works at least one (1) athletic event during the previous school year.

If an employee or spouse works at least two (2) athletic events during the previous school year, then the employee and his/her immediate family (spouse and minor children) will receive a Liberty-Benton general admissions pass to all Board-sponsored home athletic events for the ensuing school year.

J. Travel Time

Adequate travel time (walking or driving) shall be provided for teachers moving between District school buildings. Such time will not be in lieu of planning time.

K. Building Access

Upon request, all members of the bargaining unit will be given building access outside the work day.

L. IEP Writing

For the purpose of writing individual education plans (IEP) and performing responsibilities related to testing, a special education teacher will be provided two (2) hours of release time per special education student per school year for which such teacher is writing those students' IEPs and performing testing responsibilities. The designated amount of release time shall not exceed three (3) days per school year. Such teacher must elect to use such release time in whole or half day increments. The teacher must provide the District three (3) work days' notice prior to using such release time in order to find a substitute.

M. District Calendar Committee

The District Calendar Committee shall be charged with the responsibility of establishing the annual school calendar as set forth in Article V, Section E.

N. Teacher Misconduct

Any teacher who is engaged in any of the following acts will be reported immediately to the Superintendent of Public Instruction:

1. Guilty plea to or conviction of any disqualifying offense defined in Ohio Revised Code Section 3319.39 or any other criminal offenses applicable to teachers as defined in Ohio Revised Code Section 3319.31;

2. Initiation of termination or non-renewal proceedings against the teacher as a result of any act that is unbecoming to the teaching profession or any disqualifying criminal offense as defined in Ohio Revised Code Section 3319.39 or any other criminal offense applicable to teachers as defined in Ohio Revised Code Section 3319.31;

3. Resignation due to threat of termination or non-renewal proceedings against the teacher as a result of any act that is unbecoming to the teaching profession or any disqualifying criminal offenses as defined in Ohio Revised Code Section 3319.39 or any other criminal offense applicable to teachers as defined in Ohio Revised Code Section 3319.31;

4. Resignation due to or in the course of an investigation by the Board into whether or not the teacher has committed an act that is unbecoming to the teaching profession or a disqualifying criminal offense as defined in Ohio Revised Code Section 3319.39 or any other criminal offense applicable to teachers as defined in Ohio Revised Code Section 3319.31.

Teachers are under a continual obligation to report any and all of the above actions to the Superintendent within two (2) days of knowledge of the action on the part of the teacher.

O. Teacher Licensure

Any teacher who does not possess a valid teaching license on or before the first day of the first payroll period of any school year may be permitted to teach but may be compensated as a substitute only for up to sixty (60) calendar days of teaching or until such time as he/she has been issued his/her valid teaching license, whichever occurs first. In the event a valid teaching license is not issued within this time frame, then the teacher will be suspended from duties without pay until such license is received. Once the teacher receives his/her teaching license, if the teacher continued to teach prior to receiving such license and was paid the substitute rate during that time, then upon proof of receipt of licensure, the teacher will be paid the net difference between the teacher's regular rate of pay and the substitute rate for applicable days of service.

P. Complaints Procedure

No anonymous complaints, including complaints and/or allegations made by unidentified accusers, and anonymous letters, will be considered unless independently verified as a result of due diligence by the administration regarding an employee.

If a complaint is made in writing regarding an employee, a copy of the complaint shall be delivered to the employee. The employee shall have the opportunity to respond in writing to the complaint.

ARTICLE VII
EVALUATION PROCEDURE

A. Evaluation of Teachers

The primary purpose of evaluation is to promote the development of highly effective teachers. It is the aim of evaluation to point out specific strong points and weaknesses, to give suggestions for improvement when necessary, and to have the evaluators ensure follow-ups in the listed areas of weakness. The evaluation procedure and forms for teachers appear in the District's Ohio teacher Evaluation System ("OTES") policy. While not physically reproduced in this Agreement, the OTES policy and its related forms are incorporated by reference as part of this Agreement. Nothing in this Section of the corresponding Appendix B – Memorandum of Understanding shall impact the application and enforceability of Section C., herein, or Article VI, Section D., Sequence of Teaching Contracts, or Article XIII, Discipline.

B. Evaluation of Guidance Counselors

Guidance counselors shall be evaluated in accordance with the Ohio School Counselor Evaluation System, including the standards-based state framework that requires school counselors to demonstrate their ability to produce positive student outcomes using metrics as identified in the standards, including those from the school or school district's report card.

All guidance counselors will be evaluated annually by a building administrator, all guidance counselors who are evaluated shall be provided with a written report of the results of the evaluation.

The results of guidance counselor evaluations shall be used by the administration in making decisions regarding retention and promotion as well as non-renewal and termination.

C. Non-Renewal of Teachers on Limited Contract

1. The Board and Association agree to follow ORC regarding the observation, evaluation, and non-renewal of employees.

2. The Superintendent's decision to recommend non-renewal of a limited contract shall be based upon the teacher's performance.

   When specific weaknesses or areas of concern are identified, a conference between the teacher and the immediate supervisor will be held to discuss the weaknesses or concerns, and suggestions and instruction for improvement will be made by the immediate supervisor.

3. At least one (1) week before the Board meeting at which non-renewal is to be acted upon, the Superintendent shall meet the teacher to discuss the reason(s) for the recommendation of non-renewal. At this meeting the teacher shall have the right to have a representative of his/her choice present.

4. A teacher may request a meeting with the Board of Education prior to Board action on the question of the teacher's non-renewal. At this meeting the teacher and/or his/her representative may address the Board.

D. Employee Remediation Program

The purpose of the Employee Remediation Program shall be to provide professional, peer-to-peer support to Liberty-Benton teachers who have been identified by the administration as needing professional improvement. Teachers who are to offer peer-to- peer support shall be jointly appointed by the Superintendent and LBTA president. It is understood that the role of the support teacher's input shall be advisory in nature. A written report of findings from the support teacher shall be presented to management when final consideration of re-employment is made. It is understood that the right to consider employment contract status and the right to evaluate employees shall be reserved to management.

Any teacher appointed as a support teacher in the Employee Remediation Program shall receive a five hundred dollar ($500) stipend for service as a support teacher under the Program. The payment of the stipend shall be over the calendar year in which the teacher is serving as a support teacher under the Program. The payment may be over more than one fiscal year depending on initial entry into service as a support teacher under the Program.

ARTICLE VIII
REDUCTION IN FORCE

A reduction of staff members may be made in the event that a reduction becomes necessary by reason of decreased enrollment of pupils on a district-wide or program-wide basis, the district begins operating at a deficit-spending level at which point any RIF implemented would not cause the district's staffing levels to fall below state minimum standards, return to duty of regular teachers after leaves of absence, or by reason of suspension of schools or territorial changes affecting the District. This reduction will be made in accordance with the following provisions:

A. Federal/State Funded Positions

A reduction in staff whose positions were funded by federal and/or state monies as of July 1, 1995, may be made due to financial reasons - or a decrease in enrollment in their specific program areas.

B. Notification

On or before March 31 preceding a staff reduction, the Superintendent shall advise the Association as to why the reduction is deemed necessary, what teaching fields are to be affected, the extent of the anticipated reduction, and will provide the Association at that time with a seniority list of all employees in each teaching field. Within each teaching field, those on continuing contracts shall be listed first according to continuous service in the District; then those limited contracts shall be listed by continuous service in the District.

C. Reduction by Attrition

Any reduction in staff will first be accomplished through attrition insofar as it is possible to do so (i.e., the number of persons affected by a reduction in staff will be kept to a minimum by not employing replacements for employees who retire or resign). The employment of replacements for some positions may be necessary, however, in the event that employees in the District do not possess the necessary certification for a position that needs to be filled.

D. Suspension of Limited Contracts

If further reductions are necessary, the Board shall proceed to suspend contracts in accordance with the recommendations of the Superintendent of Schools who shall, within each teaching field affected, give preference to teachers on continuing contracts, with the ultimate determination made based upon teacher performance as determined pursuant to Article VII of this Agreement.

For purposes of this Agreement, the term "teaching field affected" shall mean affected areas of instruction as determined by areas of licensure issued by the Ohio Department of Education. Teachers who possess multiple licensure areas and who have more seniority in licensure areas that are not affected by reduction in force shall be transferred to other positions for which they are qualified, by seniority of limited and continuing contract status.

Seniority shall only be a factor in determining reduction in force when the performance of two (2) or more teachers within a teaching field (giving preference to teachers on continuing contracts) is comparable. For purposes of this provision, "comparable" shall be determined using a minimum of two (2) years of OTES evaluations, excluding 2012-2013 evaluation data.

E. Seniority

Seniority shall be defined as the total number of years of continuous employment in the Liberty-Benton Local Schools.

Employees using any Board approved leave of absence shall not lose the seniority held prior to the leave, nor shall they gain additional seniority for the time on leave.

Seniority shall start as of the date the Board acted to employ the employee. In the case of more than one (1) teacher with the same date of employment, evaluation shall be the determining factor.

F. Suspension of Continuing Contracts

Employees whose continuing contracts are suspended shall have the right of restoration to continuing service status in the reverse order of which they were reduced if teaching positions become vacant or are created for which any of such employees are or become qualified within the ten (10) day recall period.

After restoration of employees with continuing contracts, those on limited contracts with remaining restoration rights shall be restored if additional positions become vacant or are created for which any such employees are presently qualified.

G. Restoration Rights

Restoration rights for employees whose limited contracts were suspended shall commence upon the effective date of the suspension and shall continue through the next two (2) full school years. For employees with continuing contracts, restoration rights shall continue until the employee is returned to a teaching position.

During the restoration period, an employee shall be eligible to have his/her insurance coverage continued (when and to the extent allowed by the insurance plan), provided the employee pays the premium.

An employee may be removed from the recall list if he/she:

1. waives his/her recall rights in writing,

2. resigns,

3. fails to accept recall to a full-time position for which he/she is certificated/licensed within ten (10) work days of notification,

4. fails to report to work within ten (10) work days after receipt of the notice of recall, unless sick or injured.

H. Consideration as Substitute

Employees not employed as a result of the staff reduction will be given preferential consideration as substitute teachers.

I. Files

Personnel files and written notifications of contract suspension or non-renewal which are the result of the above procedures shall clearly indicate that such was due to a reduction in staff.

ARTICLE IX
LEAVES OF ABSENCE
(PAID AND UNPAID)

A. Personal Leave (Paid)

All bargaining unit members shall be granted up to three (3) days of unrestricted, noncumulative, paid leave each school year.

1. During the first and last week of the school year, members must obtain permission from the Superintendent or designee to use unrestricted personal leave.

2. Special care will be taken to avoid, if possible, using this leave during semester exam periods.

3. Personal leave requests must be made on the appropriate electronic form.

4. Except in emergencies, all requests for personal leave shall be submitted at least forty-eight (48) hours in advance of the day for which leave is to be used. In emergencies, efforts shall be made to arrange telephone clearance with the Superintendent or designee and a leave form shall be completed upon return.

5. Not more than ten percent (10%) of the members per unit (K-4, 5-8, or 9-12) shall be granted a personal day on the same day. Leaves shall be granted on a first come, first served basis. During the month of May, all bargaining unit members shall be restricted to the use of one (1) personal leave day unless a bargaining unit member experiences extenuating circumstances. In such case, the bargaining unit member shall review the nature of the extenuating circumstances with the Superintendent for consideration/approval.

6. Personal leave shall not be deducted from the employee's accumulated sick leave.

7. Members utilizing personal leave in violation of these provisions shall be the subject of disciplinary action.

8. Any bargaining unit member who has unused personal leave days at the end of any school year shall be permitted to convert the unused personal leave days to accrued sick leave at the end of each school year.

B. Sick Leave

1. Each regular contract teacher shall be entitled to fifteen (15) days sick leave with pay for each year under contract which shall be credited at the rate of one and one-fourth (1 1/4) days of each completed month of service. The amount of sick leave credited to an employee shall accumulate to a maximum of two hundred twenty-five (225) days. Each teacher who has no accumulated sick or personal leave may be able to receive an advance of five (5) sick days in a school year, at the Superintendent's discretion, to be charged against the sick leave he/she subsequently accumulates under this section.

2. Employees may use sick leave, upon submission of the appropriate electronic form and also upon approval from the Superintendent of Schools, for absence due to:

   a. Personal illness, injury, or exposure to contagious disease quarantined by the Board of Health.

   b. Illness in the immediate family.

   c. Death in the immediate family (after the allotted 3 successive bereavement days).

   d. Death of a person not in the immediate family, limited to one (1) sick day, and if travel is needed, an additional two (2) sick days may be used but sick time may only be used in this section if the employee has run out of personal leave .

   e. For purposes of this section, the term "immediate family" shall be as defined in Section I., of this Article.

3. Each certificated staff member under regular or full-time contract having used all available sick leave, but absent because of illness, will continue to accumulate sick leave at a rate of one and one-fourth (1 1/4) days per month for so long as he/she is on paid status.

4. Any professional staff member being employed by the Board who, preceding his/her employment, has been in the employ of another Board of Education, state, county or municipal government in Ohio will receive full credit for the sick leave accumulated in previous employment to a maximum of two hundred and five (205) days as shown in the records of the last employing organization.

5. Professional staff members that are absent when school is canceled shall not be charged with sick leave provided that no substitute was paid for that day.

6. Professional staff members who are absent on sick leave for more than five (5) successive days in a semester shall be required to furnish a statement to the Superintendent from the staff member's treating physician which substantiates the use of sick leave for contractually-permitted purposes.

C. Assault Leave

An employee who is absent due to disability from a clearly unprovoked physical attack that involves or concerns another employee, student, or parent/guardian of a student of this school district, that occurs while in attendance at any official school function and in the course of the employee's employment will, subject to the approval of the Superintendent, be granted up to twenty (20) working days assault leave. During such leave, the employee will be maintained on full-pay basis. Assault leave will not be charged against sick leave earned or earnable by the employee.

Assault leave will be granted under this policy when the employee completes the following:

1. Has a signed, written statement, justifying the granting and use of assault leave,

2. Provides a certificate from a licensed physician stating the nature and duration of the disability and the necessity of absence from regular employment.

3. Agrees to file criminal prosecution against the person or persons involved if recommended by the Superintendent after consultation with the employee. Falsification of either the signed statement or the physician's statement shall be grounds for suspension or termination of employment.

D. Leaves of Absence (Unpaid)

A leave of absence for up to one (1) year shall be granted by the Board of Education to members of the bargaining unit (ORC 3319.13) where illness or other disability is the reason for the request.

A leave of absence for up to one (1) year may be granted by the Board of Education to members of the bargaining unit (ORC 3319.13) for educational, professional, or other purposes determined appropriate by the Board.

An employee desiring such a leave shall present, in writing, a request stating clearly the reason and purpose of the leave to the Superintendent. The Superintendent shall report the request to the Board at the next regular meeting. Without the employee's request, the Board may grant a leave of absence to a staff member because of physical or mental disability.

If a leave of absence is granted in accordance with the terms and reasons above, it may be extended for a second year by written request presented to the Superintendent and with the approval of the Board.

Any employee who is on leave of absence who wishes to return to his/her duties at the beginning of the following school year shall notify the Superintendent of such intention not later than March 15.

Upon return from a leave of absence, a teacher shall resume the contract status and status within contract sequence held prior to such leave and will be returned to a position for which he/she is qualified. Teachers shall not advance in contract status or in contract sequence process during the term of unpaid leave of absence. Teachers using any Board approved unpaid leave of absence shall not lose seniority held prior to the leave, nor shall they gain additional seniority for the time on leave.

Employees on unpaid leaves of absence may choose to continue participation in this group insurance by remitting the premiums to COBRA administration for the Board of Education.

E. Professional Leave

All certificated employees shall be entitled to two (2) days of professional leave each school year. The days may be used to attend professional meetings, workshops, clinics, or visits to other schools, which are related to the employee's current assignment.

Additional professional leave days beyond the two (2) mentioned above may be approved by the Superintendent.

Professional leave should be applied for in writing at least one (1) week in advance. The application shall indicate the date(s) on which professional leave is to be taken, the professional nature of the activity to be attended, and an estimate of expenses. Upon approval of the Superintendent, the Board shall pay expenses of the person using professional leave, up to a maximum of three hundred dollars ($300) a day per bargaining unit member, as follows:

1. Registration fees.

2. The cost of lodging.

3. Mileage.

In addition, the Board shall also provide the cost of a substitute.

Upon return from professional leave, the employee must submit a statement of all actual expenses which shall be accompanied by receipts. In addition, the employee may be requested to make a presentation to the Board, students, faculty or community members reflecting experiences gained during the professional leave.

F. Jury Duty

If any employee is summoned for and required to serve on jury duty, he/she shall be paid the regular full salary for the number of days involved, provided the check received for jury duty (except meal and travel allowances, if applicable) is endorsed payable to the

Liberty Benton Local Board of Education. Such leave shall not be deducted from sick leave.

G. Family and Medical Leave Act:

Notwithstanding other provisions of this Agreement, the board agrees to abide by the provisions of the Family and Medical Leave Act ("FMLA") of 1993, including but not limited to the provisions set forth in this section.

1. Eligibility

A teacher must have worked for the district for a total of 12 calendar months and must have worked at least 1,250 hours during the 12-month period immediately preceding the teacher's request for FMLA Leave to be eligible for benefits under the FMLA.

2. Leave Provisions

a. Each eligible teacher entitled to shall be granted upon request up to 12 work weeks of unpaid leave during the 12 calendar month period beginning on the date the teacher's first FMLA leave begins (i.e., the twelve-month period is specific to each teacher) to care for a newborn child or for a child, parent or spouse who has a serious health condition as defined by the FMLA, or to recover from the teacher's own serious health condition as defined by the FMLA. Such leave may be taken for the care of a newly adopted or newly placed foster child, as well as a newborn child. Such leave may also be taken due to an exigency (as defined in FMLA) arising out of the fact that the staff member's spouse, son, daughter, or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation. The administration may request written verification of the teacher's qualifying reason for FMLA Leave, and such request may be in the form of a treating physician verifying an existing qualifying condition.

In addition, an eligible staff member who is a spouse, son, daughter, parent or next of kin (i.e., the nearest blood relative) or a covered service member shall be entitled to a total of twenty-six (26) work weeks of leave during a twelve (12) month period to care for the service member ("Service Member Family Leave.") Service Member Family Leave shall only be available during a single twelve (12) month period. Additionally, during the single twelve (12) month period described in this paragraph, an eligible staff member shall be entitled to a combined total of twenty-six (26) work weeks of leave under this paragraph and general FMLA leave described in the preceding paragraph. Nothing in this paragraph shall be construed to limit the availability of general FMLA leave. under the preceding paragraph during any other twelve (12) month period. A covered service member is defined as a member of the Armed Forces, including a member of the

National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. Serious injury or illness for purposes of Service Member Family Leave is defined as an injury or illness incurred by the member in line of duty on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating.

b. In the event that a teacher is eligible for and entitled to FMLA Leave under the terms of this contract and the Act itself, and the teacher opts to use another form of leave that is provided for under this contract, the period of said leave shall run concurrently with the teacher's period of eligible and available FMLA Leave.

c. The teacher shall give at least 30 days' notice to the administration for foreseeable leave that is taken pursuant to this section. In the event that leave under this section is not foreseeable and thereby the tendering of 30 days' notice is not practicable, the teacher shall provide such notice to the administration as soon as possible.

d. The administration may require a teacher on FMLA Leave to submit subsequent medical recertifications periodically as to the teacher's or the teacher's family member's current medical status and the teacher's intent to return to work.

e. The administration may also require a teacher on FMLA Leave, prior to returning to work, to submit verification from a treating physician of the teacher's fitness and eligibility to return to work for the district.

H. Pool for Catastrophic Illness and Injury

The LBTA and the Board agree to establish a Sick Leave Pool for the licensed/certificated staff except for rehired/retired employees. The purpose of the Pool shall be to provide a staff member who has exhausted all sick leave with the opportunity to apply for additional sick leave days for personal catastrophic illness or personal injury on the following scale:

0-3 years of experience with Liberty-Benton:	30 day maximum/school year
4-10 years of experience with Liberty-Benton:	20 day maximum/school year
11-15 years of experience with Liberty-Benton:	10 day maximum/school year

Administration and use of the Pool shall be subject to the following rules and guidelines:

1. The Pool shall be administered by a committee of four (4) members. Two (2) members shall be selected by LBTA. Two (2) members shall be selected by the Board. All decisions shall be made by a unanimous vote of all members of the committee. All voting shall be confidential. Decisions of the committee are final, and cannot be appealed through any means or methods provided in the Collective Bargaining Agreement or otherwise.

2. The employee on his/her own behalf shall present in writing the request using the developed form to the LBTA president. The request must be complete in order for the committee to consider the request. The president shall present the request to the committee for consideration. The number of days requested may be adjusted by the committee as necessary. The committee may request proof of the catastrophic nature of the illness/injury that is the subject of the request. Such proof shall consist of written information provided by the treating physician that corroborates the explanation provided in the request, and also provides an expected return to work date. An employee may make only one (1) request per school year. An employee may not make a request in any school year in which the total number of days remaining in the employee's contract year is less than the total number of days requested from the Pool.

3. A form will be provided for certified staff to indicate willingness to contribute sick leave days to the Pool. LBTA shall compile the donation forms as needed and the LBTA president shall submit the compiled forms to the Treasurer immediately for payroll reconciliation. Each employee may contribute up to a maximum of five (5) sick leave days per school year. Upon receipt of the donation forms, the Treasurer will immediately deduct from each donating member's accumulated sick leave balance the indicated number of donated sick leave days.

4. This Pool will not be used in lieu of or in substitute for applying for STRS disability retirement.

5. Receipt of donations from the Pool will be reported on the recipient employee's W-2.

I. Bereavement Leave

During each school year, up to three (3) work days will be granted with pay to attend the funeral/memorial service of a member of the employee's immediate family and to take care of family business. It is the employee's responsibility to reasonably determine the number of additional days that will be necessary. These days will not accumulate and will not be deducted from sick leave. If additional leave days are needed, they shall be deducted from sick leave.

During each school year, if there is a funeral/memorial service for a person not in the immediate family, personal leave may be taken to attend the service. If all personal days have been taken, the employee may use sick leave (maximum of three (3) days) for this purpose, in accordance with Section B.2.d.

"Immediate family" is defined for this purpose to include parents, children, spouse, mother-in-law, father-in-law, brother, sister, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandparent-in-law, and any references to those considered as "step" (child, mother, father, etc.), and any individuals living in the same household in permanent residency with the employee.

J. Flex Time

At the discretion and approval of the building administrator, a bargaining unit member may be permitted to use flex time in increments not to exceed one (1) hour on any one (1) contract day. If flex time is approved, then the bargaining unit member must make-up the approved flex time within the same work week and must document same within the building administrator. If that does not occur, then the bargaining unit member's pay will be docked in increments of one (1) hour per the amount of flex time approved for that work week, which dock will be approved by the Board.

K. Flex Day

Upon prior written approval of the building principal, a teacher may choose to work in their classroom to prepare for the start of the new school year on one (1) of the seven (7) calendar days immediately preceding the first teacher contract day of the contract year. Upon written confirmation of the building principal of the day worked prior to the start of the new school year, the teacher will be permitted to flex this time worked on the last teacher contract day of the contract year.

ARTICLE X
INSURANCE PROVISIONS

A. Coverage

Members shall be eligible for medical, group life, dental and vision insurance plans.

For those that choose insurance coverages, the Board shall provide such coverage for the insurance year January 1 through December 31. Open enrollment for insurance coverages occurs in the month of September 2024, for insurance year 2025. Open enrollment for insurance coverages occurs in the month of November for all insurance years 2026 and after. Insurance coverage shall continue in effect during paid absences as provided for in this Agreement, 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. This insurance shall also continue in effect during approved Family and Medical Leave consistent with Board Policy. Employees on unpaid leaves of absence may choose to continue participation in this group insurance by remitting the premiums to COBRA administration for the Board of Education. Such remittance shall not be required more than thirty (30) days in advance. When necessary, premiums on behalf of -the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage. Employees are eligible to enroll in insurance coverages as of the employee's first date of work. If the first date of work is on or before the fifteenth (15th) day of the month, then the employee will owe insurance premiums for the entire first month of coverage. If the first date of work is after the fifteenth (15th) of the month, then the employee will not owe insurance premiums for the first month of coverage. All insurance shall terminate on the last day of the month employment is discontinued.

B. Medical Insurance

The Liberty-Benton Local Board of Education shall make available a comprehensive major medical insurance plan ("PPO Plan") for the remainder of the 2024 insurance plan year (through December 31, 2024).

1. The Board shall make the following payments towards the current medical insurance coverage:

   a. For full-time employees the Board shall pay eighty percent (80%) per month and the employee shall pay twenty percent (20%) per month of the cost for family coverage premium. For those full-time employees whose spouse is also employed by the Board and as of June 30, 2024, received the benefit of the entire cost of one (1) family insurance plan for both individuals paid by the Board, that benefit will continue through the remaining term of this Contract (July 1, 2024 through June 30, 2027).

   b. For the remainder of the 2024 insurance enrollment period (through September 30, 2024), for full-time employees the Board shall pay ninety-five percent (95%) per month and the employee shall pay five percent (5%) per month of the cost for single coverage premium. Effective with the 2025 insurance enrollment period (October 1, 2024), for full-time employees the Board shall pay ninety percent (90%) per month and the employee shall pay ten percent (10%) per month of the cost for single coverage premium.

   c. For part-time employees who are employed one-half (1/2) time or more, the Board will pay a proportion of the full-time employee's single or family benefit that equals the percentage of time the part-time employee works.

2. The Board will make available a High Deductible Health Plan with HSA for employee enrollment. The High Deductible Health Plan shall comply with all rules and regulations of the Internal Revenue Service ("IRS"). For those employees who choose to enroll in the HDHP with HSA on a family coverage basis, for the 2025 insurance plan year, the Board will contribute to the employee's HSA up to a maximum of five thousand dollars ($5,000). For the 2026 and 2027 insurance plan years, for those employees who choose to enroll in the HDHP with HSA on a family coverage basis, the Board will contribute to the employee's HSA up to a maximum of two thousand six hundred dollars ($2,600) per plan year. For those employees who choose to enroll in the HDHP with HSA on a single coverage basis, for the 2025 insurance plan year, the Board will contribute to the employee's HSA up to a maximum of two thousand five hundred dollars ($2,500). For the 2026 and 2027 insurance plan years, for those employees who choose to enroll in the HDHP with HSA on a single coverage basis, the Board will contribute to the employee's HSA up to a maximum of one thousand three hundred dollars ($1,300) per plan year. The Board will make the HSA contributions set forth in this section as follows:

a. Once annually in January: one lump sum equal to 5 months covering enrollment from January through May of the insurance plan year; and

b. Once monthly in June, July, August, September, October, November, and December covering enrollment from June through December of the insurance plan year.

3. For the 2024 insurance year, all employees who were enrolled in insurance through the District pursuant to this Article will receive credit for all amounts paid towards insurance deductible for the 2024 insurance year, prior to change from Hancock County Consortium.

4. If the annual increase in the cost of the premium as set by the insurance provider in any one insurance plan year is greater than twelve percent (12%) then the employee share of the monthly premium amounts for that insurance plan year will be increased by the same percentage amount of the annual increase that is in excess of twelve percent (12%).

5. There shall be a coordination of medical insurance benefits. No employee shall be eligible to have his/her medical insurance bills paid if said bills are paid by an insurance policy other than the one carried on the employee by the Liberty- Benton Local Schools.

6. Effective October 1, 2018, the spouse of an employee must enroll in insurance coverage at the spouse's place of employment if offered. Annual certification of spousal insurance eligibility at place of employment will be required to be submitted to the Treasurer's Office no later than September 30 each year, on a form provided by the Treasurer's Office. Once the spouse enrolls in insurance coverage at the spouse's place of employment, the spouse may not re-enroll in insurance coverage through the District unless the spouse experiences a qualifying event as defined under the District's insurance plan. If this occurs, the spouse may enroll in the District's insurance plan within thirty-one (31) days of the date the spouse loses the employment.

C. Waiver of Coverage

The following benefit shall be provided under Section 125 of the Internal Revenue Code. A member who is eligible in the Board provided insurance plan who elects to decline family and single medical insurance program, via a written waiver, shall be entitled to receive one thousand dollars ($1,000.00) per fiscal year. This payment will be made in an annual payment on August 31 the year following said statement of waiver. Employees electing to waive this insurance coverage from the Board agree to remain out of the Board's insurance plan for the life of this contract from the open enrollment date for electing insurance coverage. If the member waives coverage from the Board and subsequently loses their insurance coverage, they can apply to re-enroll in the Board's plan in less than the contract period. Such employees shall receive a pro-rated share, one hundred dollars

($100.00) per month, not to exceed one thousand dollars ($1,000.00) per year of the one thousand dollars ($1,000.00) payment on the August 31 date stated herein. This waiver of coverage option is not available when both spouses are employed by the Board. The waiver for part-time employees choosing to participate shall be pro- rated to their contracted time with the Board of Education. Members who voluntarily or involuntarily terminate their employment with the Board or upon death or disability shall receive a pro rata share of the one thousand dollars ($1,000.00).

This plan remains in effect for one (1) year from the commencement of the first date for open enrollment. It shall only continue if the equivalent of two (2) full-time family coverages or more participate in the waiver program. Should the equivalent of two (2) full-time family coverages not participate, then this Section (Item C) shall be null and void from the contract. Any individual that was not enrolled in the Board provided medical insurance plan in the 1992-93 school year shall not be counted as waiving said coverage for the purposes of this paragraph (i.e. "2"). Should the waiver program not be continued pursuant to this Section (Item C.) all participants shall be allowed to resume full participation pursuant to this Article in the Board provided insurance plan.

D. Section 125 Plan

The benefits provided to employees by Section 125 of the Revenue Act of 1978 shall be made available to any bargaining unit member so requesting that their benefit elections be nontaxable. The Section 125 Plan includes the nontaxable benefits of major medical, disability, cancer, dental, non-reimbursed medical, and dependent care. This plan shall be administered by the employer with a third party administrator selected by the Board as the enroller and record keeper of the Plan. The third party administrator shall provide the School District a hold harmless and a record keeping agreement that will further hold the employer risk-free under the IRS provisions regulating non-reimbursed medical payments.

The employer nor the employee shall incur any fees for the setup, enrollment and administrative services provided.

The Board will provide the opportunity for teachers who have less than five (5) years of total service credit with STRS to purchase disability insurance through the Section 125 plan. The Board will contribute fifty percent (50%) of the cost of the premium to a maximum of twenty dollars ($20.00) per month.

E. Insurance Committee

An Insurance Committee shall be established by and between the Board and the LBTA to meet as needed to discuss the status of the district's medical insurance and to continually evaluate the status and cost-effectiveness of the district's medial insurance plan and to make recommendations to the Board and Association regarding same and areas for improvement. Membership on the Committee shall consist of three (3) representatives/designees of the Board and three (3) representatives of each Association. The district's insurance consultant shall be present at such meetings.

F. Group Life Insurance

The Board shall provide for each full-time employee a term life insurance policy in the amount of fifty thousand dollars ($50,000). The Board shall provide for each one-half time or more employee a term life insurance policy in the amount of twenty-five thousand dollars ($25,000).

G. Dental Insurance

The Board shall pay the full monthly premium for each full-time employee and his/her family (if applicable) for dental benefits. The dental benefits provided shall be equal to or exceed the following specifications:

1. Payment based on a percentage of reasonable and customary fees charged by a dentist:

   CLASS I- Preventative and Diagnostic 100%
   CLASS II - Basic Restorative 80%
   CLASS III Major Restorative 60%
   CLASS IV- Orthodontia 60%

2. A calendar year maximum for all CLASS I, II, and III expenses of $1,000.00 per person.

3. A lifetime maximum for CLASS IV (Orthodontia) expenses of $1,500.00 per person.

4. An individual deductible per calendar year of $25.00 per CLASSES II and III and a family deductible per calendar year of $50.00.

For part-time employees who are employed one-half time or more, the Board will pay a proportion of the full-time employee's benefit that equals that percentage of time the part-time employee works.

H. Vision Insurance

The Board will make available vision insurance coverage. The policy will be determined by the Board and shall include annual vision check-up and lens replacement benefits. The Board will pay eighty percent (80%) of the premium per month and the employee will pay twenty percent (20%) of the premium per month for either single or family coverage. When both the wife and the husband are employed by the Board, the entire cost of one (1) family insurance plan for both individuals will be paid by the Board.

For part-time employees who are employed one-half time or more, the Board will pay a proportion of the full-time employee's benefit that equals the percentage of time the part-time employee works.

ARTICLE XI
SALARY AND REIMBURSEMENTS

A. Salaries

2024-2025 3.5%

	Entry Level 0-7	**Early Career 8-14**	**Mid Career 15-22**	**Late Career 23-30**
BA	39,440.48-50,574.65	52,301.58-62,957.95	63,197.45-65,295.95	65,259.95-66,626.72
MA	42,899.92-57,833.62	60,069.99-71,599.56	72,310.34-75,864.50	76,852.33-78,142.89
MA+30	47,186.20-61,429.69	63,418.34-76,768.06	79,835.97-82,573.74	82,957.90-83,512.54

2025-2026 3.0%

	Entry Level 0-7	**Early Career 8-14**	**Mid Career 15-22**	**Late Career 23-30**
BA	49,623.69-52,091.88	53,870.63-64,846.68	65,093.36-67,254.82	67,254.82-68,625.51
MA	44,186.91-59,568.62	61,872.08-73,747.4	74,479.65-78,140.43	79,157.89-80,487.17
MA+30	48,601.78-63,272.57	65,320.89-79,071.09	82,231.04-85,050.94	85,446.63-86,017.91

2026-2027 3.0%

	Entry Level 0-7	**Early Career 8-14**	**Mid Career 15-22**	**Late Career 23-30**
BA	41,842.40-53,654.63	55,486.74-66,792.08	67,046.16-69,272.46	69,272.46-70,684.27
MA	45,512.52-61,355.68	63,728.25-75,959.96	67,714.03-80,484.64	81,532.63-82,901.78
MA+30	50,059.83-65,170.75	67,280.51-81,443.22	84,697.97-87,602.47	88,010.03-88,598.45

*Note: only a Master's Degree in the teacher's area of licensure, or in a program that is eligible for an educational administration position will qualify for purposes of the matrices set forth above.

Plus, see attached MOU & performance incentive "Teacher Achievement Program."

B. Extra Duty Salaries

Employees who perform extra-curricular duties shall be paid in accordance with the Extra Duty Salary Schedule which is attached hereto as Appendix A. Payment for extra-curricular duties shall only be made if and when contractual duties for the extra-curricular position are actually performed. To the extent contractual duties for the extra-curricular position are not actually performed as determined by the Athletic Director or High School Principal, payment of the salary for the extra-curricular position will be pro-rated according to the amount of contractual duties actually performed.

If the Board determines the need to create a new extra-curricular position, the Board shall have the right to create the position.

Should the need arise for co-advisors of any given position, rate of compensation shall be mutually agreed upon between the Association Executive Committee and the Superintendent.

A Supplemental Review Committee shall be established for purposes of reviewing, on an annual basis, the status of the supplemental positions in the District. The Committee shall consist of two (2) representatives of the Board (the Superintendent and the Treasurer) and two (2) representatives of the Association (including one (1) athletic position holder representative and one (1) non-athletic position holder representative). The Committee shall meet at least annually during the term of this Agreement.

1. Extra Duties –Eagle Academy

Certified employees who perform extra duties outside of the contract day associated with the Eagle Academy as Teacher of Record (TOR) shall receive an extra duty payment of two hundred dollars ($200) per student per course per semester not to exceed four hundred dollars ($400) per student per course per year. Compensation as TOR will be determined upon completion of no less than one (1) on-line lesson by the students.

TOR employees are eligible for payment twice per year, at the end of each semester upon completion of necessary documentation. Proof of eligibility for payment shall be submitted by building administrator to the Treasurer five (5) business days following the end of the semester. Payment will be issued to the TOR in the second pay following submission of proof of eligible for payment. Failure to timely submit proof of eligibility for payment will cause payment to not be made at the end of the semester, and instead will require proof of eligibility for payment to be submitted at the end of the school year for consideration.

2. College Credit Plus (CCP)

Teachers who teach CCP classes will be compensated five hundred dollars ($500) per class per semester. A CCP teacher teaching a year-long class will be paid one thousand dollars ($1,000). CCP teachers also will get a total of 10 points (maximum regardless of the number of CCP classes taught) on the TAP program in the Professional Project area.

C. Payroll Procedures

Except in contract years in which there are twenty-seven (27) pay dates as a function of the calendar, an employee's annual salary shall be paid in twenty-six (26) equal installments starting with the first Friday permitted by law following the start of the school year. If an employee separates from employment with the District and the amount paid to an employee exceeds the amount earned by the employee as of the effective date of separation, then the Parties agree that the employee and the Association will enter into a repayment agreement with the Board to fully account for the repayment of all funds due to the District as a result of the overpayment. The repayment agreement will be approved by the Board and submitted to audit.

Employees shall utilize direct deposit of paychecks.

All deductions from a teacher's paycheck shall be equally divided between the first two (2) checks issued in a given month. Monies deducted for credit unions, annuities, non- group insurance plans, and Association dues shall be forwarded to the appropriate party in such timely manner as to meet the requirements of the normal billing cycle of each group involved.

The parties hereby agree that the Board shall not be required to provide annual salary notices pursuant to ORC 3319.12 while negotiations over salaries/wages affecting such

notices are underway. However, such salary notices will be sent to all members of the bargaining unit upon conclusion and ratification by the parties of such new salary/wage schedules.

D. Payroll Deductions for Association Dues

Payroll deductions for the Liberty-Benton Teachers' Association, AFT, OFT, dues will be made for employees who authorize same. The deductions will commence with the first paycheck in October and will be evenly deducted from twenty-two (22) paychecks (October through August).

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 Association's Treasurer.

For individuals who authorize same, dues deductions shall be on a continuous basis from year to year unless the individual member notifies the School District's Treasurer otherwise in writing (with a copy to the Association President and Association Treasurer) during the first ten (10) days of the school year.

By no later than two (2) calendar weeks prior to the first payroll in October of each school year the Association President (or designee) shall provide the School District Treasurer with the following lists and any necessary payroll deduction forms:

1. a list of all members desiring annual payroll deduction,

2. a list of all members desiring continuous payroll deduction, for the first time,

3. a list of those members who have continuous payroll deductions from previous years.

All such lists shall indicate the total amount of dues to be deducted for each individual employee.

The Association shall indemnify the Board, its members and its administrative and supervisory employees, including the Board's Treasurer (all hereinafter referred to as "the indemnities"), and hold them harmless from any and all liability, damages and expenses as the result of any legal action or administrative claim brought against them as a result of the provision of this section regarding Payroll Deductions for Association Dues.

COPE (Committee on Political Education) Check-Off

The employer agrees to deduct from the wages of any employee who is a member of the Association of a "COPE" deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Association. The employer agrees to remit any deductions made pursuant to this provision promptly to the Association

together with an itemized statement showing the name of each from whose pay such deduction has been made and the amount deducted during the period covered by the remittance.

E. Tuition Reimbursement

Upon prior approval of the Superintendent or his/her designee, the Board shall reimburse bargaining unit members for tuition costs for graduate or undergraduate courses particularly as new programs are created/identified by the administration for targeting of resources and/or as otherwise required by the State, up to a maximum of one thousand five hundred fifty dollars ($1,550.00) per person per year for the duration of this contract, upon proof of successful completion of the course(s) and evidence of a standard verifiable receipt of fees paid. The total dollar amount available for use under this section shall be forty-nine thousand dollars ($49,000). Any unused portion of any annual tuition amount shall not be rolled over for use in any other fiscal year.

To qualify for reimbursement a course must fit into one of the following categories:

1. related to the bargaining unit member's teaching assignment and/or related area of responsibility at Liberty-Benton.

2. would lead to another area of certification and/or licensure.

3. would lead to another advanced degree in the profession of education.

4. necessary for renewal or upgrading of a teaching certificate and/or license.

The Request for Approval Form will be available from the Superintendent's office. The form shall be completed and submitted to the Superintendent prior to the first class meeting. The fiscal year amount available for reimbursement shall be based on a first come first serve basis with the receipt date of the Request for Approval Form being the determining factor. Annual fund reimbursement amounts will be available between September 1 and August 31 of each year of this contract. The purpose of this approval process shall be to determine that the course fits into one of the above stated categories.

In order to receive reimbursement, an individual must submit evidence that at least a "B" grade was received in the course taken, as well as a standard verifiable receipt of fees paid. In the case of pass/fail courses, a passing grade will be required. Payment will be made for tuition reimbursement within fifteen (15) days of the date on which an employee provides proof that a course(s) has been successfully completed.

For purposes of determining how much reimbursement an employee is entitled to, the date on which a course is completed shall be the determining factor. Payments shall not be made in any fiscal year after the cap for reimbursement for a particular fiscal year has been reached. In the event an employee submits for reimbursement after the fund has depleted, the member shall be permitted to submit for the next following fiscal year and the reimbursement will be made on a first come first serve basis in the following year. Reimbursement for summer courses will only be made to those individuals who return to

work in the Liberty-Benton School District the following school year. Exception to this will be made for those on a Board approved leave of absence and for those whose contracts were suspended due to a staff reduction.

When staff members pursue an advanced degree or certification to be eligible to teach a dual enrollment class in the CCP program, the staff member shall receive one hundred percent (100%) reimbursement for the actual cost of required book(s), and the Board will pay to the university directly any costs of such courses invoiced by the university.

However, if a staff member receives this benefit and does not actually teach a CCP class, or does not complete instruction of a CCP class during a contract year, then the staff member will repay the District for all amounts reimbursed for the actual cost of required book(s) and for all amounts paid by the District to the university for the course(s). The staff member may repay the District either through authorized payroll deduction, or through direct repayment via check or cash. Repayment will be made in full by the staff member to the District on or before June 30 of the contract year.

F. Severance Pay

Severance pay shall be calculated on the basis of twenty-five percent (25%) of the accumulated sick leave days times the pay rate as of the last pay period prior to retirement. The individual must have not less than seven (7) years of service with the Liberty-Benton Local School District and must actually retire from service with the Liberty-Benton Local School District and be receiving retirement benefits from STRS/SERS in order to be eligible for severance pay.

Severance pay shall be deposited into the Section 403(b) Plan, which is a special pay plan sponsored by the Board. Severance pay shall be made to the Section 403(b) Plan as an employer non-elective contribution. This employer non-elective contribution shall be in addition to any elective employee salary deferrals to tax deferred annuities in accordance with Section K of this Article.

Severance will include death. In the case of death, severance will be paid to the beneficiary(ies) designated by the employee on the Group Policyholder form, or if none, to be so paid then to the estate of the deceased employee.

G. STRS Pick-Up

The Board of Education agrees to designate each employee's mandatory contributions to the State Teachers Retirement System as "picked up" by the Board as contemplated by Internal Revenue Service Rulings 77-462 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097. The amount of the employee's income reported by the Board as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then current percentage amount of the employee's STRS contribution which has been designated as "picked up" by the Board. The amount designated as "picked up" by the Board shall be included when computing final average salary, daily rate of pay, severance pay, supplemental salary, and extended service pay.

This policy applies without exception to all employees represented by the Liberty-Benton Teachers' Association. The pick-up shall become effective April 1, 1984, and shall be applied to all earnings paid after that date. The amount to be tax sheltered on behalf of each employee shall be the rate of the employee contribution established by STRS. Any modification in the rate will be adjusted upon publication by STRS.

H. Mileage Reimbursement

Mileage at the IRS rate.

I. Special Education Work Pay

Any teacher who is required to participate outside the teacher contract day in an individual education plan (IEP), education team report (ETR), or 504 plan, RTI's, as an intervention assistance team (IAT) member will be paid the hourly rate equivalent of a thirty-thousand dollar ($30,000) annual salary. Such pay will not exceed the equivalent of thirty-six (36) hours of pay per teacher per school year at the hourly rate equivalent of a thirty-thousand dollar ($30,000) annual salary to perform these duties. Proof of required participation outside the teacher contract day for purposes of this section shall be submitted to the Treasurer's Office no later than the first Monday following the end of each semester.

Any teacher requested or required by the administration to assume any work for another teacher under this section shall be paid the hourly rate equivalent of a thirty-thousand dollar ($30,000) annual salary for any actual hours worked in excess of the thirty-six (36) hour annual cap stated above.

J. Regular Class Coverage During Plan Period

Any teacher who, at the request and approval of the building administrator, uses their planning period for coverage will be paid twenty-five dollars ($25) per planning period surrendered. .

K. Annuity- Salary Reduction

The benefits provided to employees by salary reduction, also known as tax deferred annuities, shall be made available to any bargaining unit member requesting such benefits, provided IRS guidelines are met.

This plan will be administered by the employer, who will protect both employee and employer from loss, by requiring that all providers comply with IRS regulations, and Board of Education policy.

The provider shall agree to accept responsibility for all costs, expenses, fees and any damages incurred by the Board and/or the annuitant in connection with the implementation, administration and total operation of the Plan by reason of a challenge to the maximum exclusion allowance computed for any participant of the Plan.

The intent of this language is to hold the District and employee harmless and risk-free by assuring provider compliance of IRS regulations.

L. Science of Reading Stipend

Teachers who are required by law to complete a Science of Reading course provided by the Department of Education & Workforce, will receive a stipend for completing the course, as follows:

$400 Stipend: payable to each teacher who completes a Science of Reading course as required by law, and who teaches a subject area other than English language arts in grades 6-12.

$1,200 Stipend: payable to each teacher in grades kindergarten-5, each English language arts teacher in grades 6-12, and each intervention specialist, English learner teacher, reading specialist, or instructional coach who serves students in grades pre-kindergarten-12.

In order to be eligible to receive the stipend, teachers must:

1) Provide proof of completion of the required course to the building administrator, who will submit proof of completion to the Treasurer;

2) The required course must be completed outside of the teacher contract day;

3) The required course must be completed on or before June 30, 2025;

4) Stipends will be paid in the second payroll following submission of all required documentation as set forth above.

ARTICLE XII
HIRING OF RETIRED CERTIFICATED TEACHERS

1. This provision determines all changes to the collective bargaining agreement in effect between the parties as they relate to the rehiring of retired teachers in the district. (Note: the words "rehired" or "reemployed" as used in this section shall refer to any retired teacher under a state teacher retirement system who is hired into this district, whether previously an employee of the Liberty-Benton Local School District or any other school district.)

2. There shall be no guarantee of reemployment of any teacher in the district if the teacher retires or is already retired.

3. To be eligible for reemployment, a retired teacher must have accepted severance pay and must have eliminated his/her sick leave upon retirement from his/her prior employment.

4. A retired teacher may receive consideration for reemployment when the administration has determined that no other non-retired teachers are available or suitable.

5. A retired teacher who is reemployed will not be granted severance or payment of any kind for accrued sick leave upon the severance for any reason of the retired teacher's reemployment.

6. Retirement is a break in service and all seniority attained by a retired teacher prior to his/her retirement reverts to zero. Retired teachers shall not accumulate seniority under reemployment and retired teachers shall have no seniority so long as they are reemployed by the district.

7. Any retired teacher who is rehired shall be employed under a one-year limited contract, with notification to be given on or before April 30 if he/she is going to be reemployed by the district or if the contract will be non-renewed for the following year. Retired teachers who are rehired are not subject to the provisions of Ohio Revised Code Sections 3319.11, 3319.111 or 3319.08 and the decision of the Board is final with respect to the evaluation and non-renewal of reemployment contracts.

8. Retired teachers shall never be eligible for continuing contract status.

9. Retired teachers shall be observed at least once during the contract year, using the same observation instrument that is used to evaluate other certified contract teachers in the district. A retired teacher may file a rebuttal to any observation with which he/she disagrees.

10. Retired teachers shall be compensated at a rate to be established by the Superintendent at time of hire with the rate to be competitive with surrounding area or teaching subject with credit given at BA7 rate as per attached MOU.

11. In the event of a reduction in force, the provisions of Article VIII herein shall not apply.

12. Sick leave for rehired teachers shall begin at zero each contract year and shall accumulate at the rate specified in Article IX herein up to a maximum of fifteen (15) days per contract year. The Board may advance up to five (5) sick days to a rehired teacher if needed. Sick leave shall not accumulate for rehired teachers from year to year.

13. Retired teachers who are rehired are not eligible for tuition reimbursement for continuing education. However, such employees are eligible for professional leave as well as for reimbursement of professional expenses as provided for in the applicable provisions of the contract.

14. Retired teachers who are rehired will be responsible for all required taxes, including Medicare taxes, even if the teacher was exempt from such prior to retirement.

15. Retired teachers are entitled to participate in any insurance benefits provided by the district to bargaining unit members under the terms of this agreement.

16. The Liberty-Benton Teachers' Association shall represent all retirees reemployed as contract teachers by the district.

17. In the event that provisions in this section are rendered invalid by operation of law, or by decision or order of a tribunal of competent jurisdiction, either party may terminate the invalid or unlawful provisions of this section, by giving notice, at least thirty (30) days prior to the effective date of such termination.

ARTICLE XIII
DISCIPLINE

A. Discipline

Employees will be disciplined or discharged for just cause. The Board agrees to the following principles of progressive discipline:

1. Written reprimand (up to two (2));

2. Suspension without pay not to exceed ten (10) workdays;

3. Termination (with or without suspension pending the resolution of termination proceeding) in accordance with 3319.16 of the Ohio Revised Code and any related statues.

Discipline will be corrective or punitive, with the understanding that some or all levels may be bypassed on a case-by-case basis depending upon the level of the offense and all relevant surrounding circumstances.

B. Meeting Representation

When a meeting is schedule that may lead to formal discipline of an employee, the employee has the right to have a representative of the LBTA present. It is the teacher's responsibility to notify the LBTA.

ARTICLE XIV
EFFECTS OF CONTRACT

A. Non-Discrimination Clause

The Board recognizes the civil rights/contractual rights pursuant to this Negotiated Agreement of all members of the bargaining unit and agrees that it will not discriminate against any of the members of this bargaining unit in any manner prohibited by state and/or federal law.

The enforcement of this provision shall be obtained in the appropriate state and/or federal agency responsible for enforcement.

B. Full Agreement

This Agreement contains the full and complete negotiated agreement between the Liberty-Benton Board of Education and the Liberty-Benton Teachers' Association.

ARTICLE XV
DURATION

A. Term of Agreement

This agreement shall remain in full force and effect through 12:00 Midnight on June 30. 2027 . This contract attested to this 22 day of August, 2024. by and between the parties will bind the Liberty-Benton Board of Education and the Liberty-Benton Teachers' Association as agreed.

B. Signatures

BOARD OF EDUCATION:

President, Liberty-Benton School District Board of Education

Superintendent, Liberty-Benton School District Board of Education

Negotiator

8/20/24
Date

LIBERTY-BENTON TEACHERS' ASSOCIATION:

President, Liberty-Benton Teachers' Association

Negotiator

8/22/2024
Date

CERTIFICATION OF THE NEGOTIATED AGREEMENT
BETWEEN THE LIBERTY-BENTON BOARD OF
EDUCATION AND THE LIBERTY-BENTON TEACHERS ASSOCIATION

The undersigned, Treasurer and President of the Board of Education of Liberty-Benton Local School District, Ohio, and the Superintendent of Schools of Liberty-Benton Local School District, Ohio, hereby certify that the District has in effect for the term of the attached contract (July 1, 2024 through June 30, 2027) the authorization to levy taxes, including the renewal of existing levies, which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to fulfill all obligations of the attached negotiated agreement between The Liberty-Benton Board of Education and The Liberty-Benton Teachers Association.

This certificate is given in compliance with Sections 5705.41, 5705.412 and 5705.44 of the Revised Code.

Date: 8/28, 2024.

Treasurer, Board of Education
Liberty-Benton School District

President, Board of Education
Liberty-Benton School District

Superintendent of Schools
Liberty-Benton School District

Appendix A

LIBERTY-BENTON LOCAL SCHOOLS

2024-2025 contract year: Based upon base salary for 2023-2024 supplemental @ 1% = $38,487.81

2025-2026 contract year: Based upon base salary for 2024-2025 supplemental @ 1% = $38,872.69

2026-2027 contract year: Based upon base salary for 2025-2026 supplemental @ 1% = $39,261.42

The Board will determine each year which positions will be filled. The Board may also choose to add to the number of full time positions established in the schedule below when participation warrants, as determined by the Superintendent.

The term "years of experience" for purposes of the schedule below means in the exact same supplemental position, except the term "years of experience" will include movement from assistant to head position and/or movement from high school to middle school in the same sport.

ACTIVITY	BASED UPON BASE SALARY					
	Beginning Of 1st Year	Beginning Of 2nd Year	Beginning thru 4th Year	Beginning thru 7th Year	Beginning LB Exper.	Annual Longevity Stipend Beginning Of 9th year LB Exper. and Beyond
1 Faculty Manager/Assistant Athletic Director	12.00%	13.50%	15.00%	16.50%	18.00%	$50
1 Faculty Manager/Site Coordinator	10.00%	11.50%	13.00%	14.50%	16.00%	$50
1 Football – Head Coach	14.00%	15.50%	17.50%	19.50%	21.50%	$140
5 Football – Assistant High School	8.00%	9.00%	10.50%	12.00%	13.50%	$75
1 Football – Head 9th Grade	5.00%	6.00%	7.50%	8.50%	10.00%	$75
1 Football – Assistant 9th Grade	4.00%	5.00%	7.00%	7.50%	8.50%	$75
2 Football – Head Middle School	4.50%	5.50%	6.50%	7.50%	8.50%	$35
4 Assistant Middle School Football	4.00%	4.50%	5.00%	5.50%	6.00%	$35
1 Basketball – Boys Head Coach	14.00%	15.50%	17.50%	19.50%	21.50%	$140

1 Basketball - Boys Assistant High School	8.00%	9.00%	10.50%	12.00%	13.50%	$75
1 Basketball – Boys JV Assistant	8.00%	9.00%	10.50%	12.00%	13.50%	$75
1 Basketball – Boys 9th Grade	8.00%	9.00%	10.50%	12.00%	13.50%	$75
2 Basketball - Boys Middle School – 8th Grade	4.00%	4.50%	5.00%	5.50%	6.00%	$35
2 Basketball - Boys Middle School – 7th Grade	4.00%	4.50%	5.00%	5.50%	6.00%	$35
1 Basketball – Girls Head Coach	14.00%	15.50%	17.50%	19.50%	21.50%	$140
1 Basketball – Girls Assistant High School	8.00%	9.00%	10.50%	12.00%	13.50%	$75
1 Basketball – Girls JV Assistant	8.00%	9.00%	10.50%	12.00%	13.50%	$75
1 Basketball – Girls 9th Grade	8.00%	9.00%	10.50%	12.00%	13.50%	$75
2 Basketball – Girls Middle School – 8th Grade	4.00%	4.50%	5.00%	5.50%	6.00%	$35
2 Basketball – Girls Middle School – 7th Grade	4.00%	4.50%	5.00%	5.50%	6.00%	$35
1 Baseball - Boys Head Coach	10.00%	11.50%	13.00%	14.50%	16.00%	$110
1 Baseball – Boys Assistant High School	4.75%	5.75%	6.75%	7.75%	8.75%	$50
1 Baseball – Boys JV Assistant	4.75%	5.75%	6.75%	7.75%	8.75%	$50
1 Baseball – Boys 9th Grade Assistant	4.75%	5.75%	6.75%	7.75%	8.75%	$50
1 Softball – Girls Head Coach	10.00%	11.50%	13.00%	14.50%	16.00%	$110
1 Softball – Girls Assistant High School	4.75%	5.75%	6.75%	7.75%	8.75%	$50
1 Softball – Girls JV Assistant	4.75%	5.75%	6.75%	7.75%	8.75%	$50
1 Softball – Girls 9th Grade Assistant	4.75%	5.75%	6.75%	7.75%	8.75%	$50
1 Volleyball-Girls Head Coach	10.00%	11.00%	12.50%	14.00%	15.50%	$110
1 Volleyball - Girls Assistant High School	6.50%	7.00%	7.50%	8.00%	8.50%	$50
1 Volleyball – Girls JV Assistant	6.50%	7.00%	7.50%	8.00%	8.50%	$50
1 Volleyball – Girls Assistant – 9th Grade	6.50%	7.00%	7.50%	8.00%	8.50%	$50
1 Volleyball – Girls Middle School - 8th Grade	4.50%	5.00%	5.50%	6.00%	6.50%	$35

1 Volleyball – Girls Middle School Assistant Volleyball	3.00%	3.50%	4.00%	4.50%	5.00%	$35
1 Volleyball – Girls Middle School – 7th Grade	4.50%	5.00%	5.50%	6.00%	6.50%	$35
1 Track – Boys Head Coach	10.50%	12.00%	13.50%	15.00%	16.50%	$110
1 Track – Boys Assistant High School	4.50%	5.50%	6.50%	7.50%	8.50%	$50
1 Track – Boys/Girls Assistant High School	3.00%	4.00%	4.00%	4.50%	5.00%	$50
1 Track – Boys Head Middle School	4.00%	5.50%	6.50%	7.50%	8.50%	$35
1 Track - Boys Assistant Middle School	3.00%	3.50%	4.00%	4.50%	5.00%	$35
1 Track – Assistant Middle School (Co-Ed)	3.00%	3.50%	4.00%	4.50%	5.00%	$35
1 Track – Girls Head Coach	10.50%	12.00%	13.50%	15.00%	16.50%	$110
1 Track – Girls Assistant High School	4.50%	5.50%	6.50%	7.50%	8.50%	$50
1 Track – Girls Head Middle School	4.00%	5.50%	6.50%	7.50%	8.50%	$35
1 Track – Girls Assistant Middle School	3.00%	3.50%	4.00%	4.50%	5.00%	$35
1 Cross Country – Boys Head Coach	10.00%	11.50%	13.00%	14.50%	16.00%	$110
1 Cross County – Girls Head Coach	10.00%	11.50%	13.00%	14.50%	16.00%	$110
1 Cross Country – Boys Head Middle School	4.00%	5.00%	6.00%	7.00%	8.00%	$50
1 Cross County – Girls Head Middle School	4.00%	5.00%	6.00%	7.00%	8.00%	$50
1 Cross County - Assistant High School Combined	3.00%	3.50%	4.00%	4.50%	5.00%	$35
1 Cross County - Assistant Middle School Combined	3.00%	3.50%	4.00%	4.50%	5.00%	$35
1 Weight Trainer	7.00%	8.00%	9.00%	10.00%	11.00%	$110
1 Summer Strength & Conditioning	10.00%	11.00%	12.5%	14.00%	15.50%	$110
1 Wrestling – Head Coach	10.00%	11.00%	12.50%	14.00%	15.50%	$110
2 Wrestling - Assistant High School	6.00%	7.00%	8.00%	9.00%	10.00%	$50

1 Wrestling – Head Middle School	4.50%	5.50%	6.50%	7.50%	8.50%	$35
1 Wrestling - Assistant Middle School	4.00%	4.50%	5.00%	5.50%	6.00%	$35
1 Wrestling – Girls Head Coach	10.00%	11.00%	12.50%	14.00%	15.50%	$110
1 Wrestling – Girls Assistant High School	6.00%	7.00%	8.00%	9.00%	10.00%	$50
1 Golf – Head Coach High School - Combined	10.00%	11.00%	12.50%	14.00%	15.50%	$110
1 Golf - Assistant Coach High School - Combined	3.00%	3.50%	4.00%	4.50%	5.00%	$50
1 Soccer Boys Head Coach	10.00%	11.00%	12.50%	14.00%	15.50%	$110
1 Soccer Boys Assistant Coach	6.50%	7.00%	7.50%	8.00%	8.50%	$50
1 Soccer – Boys Assistant JV	6.50%	7.00%	7.50%	8.00%	8.50%	$50
1 Soccer – Girls Head Coach	10.00%	11.00%	12.50%	14.00%	15.50%	$110
1 Soccer – Girls Assistant Coach	6.50%	7.00%	7.50%	8.00%	8.50%	$50
1 Soccer – Girls Assistant JV	6.50%	7.00%	7.50%	8.00%	8.50%	$50
1 Cheerleader Advisor – High School	9.00%	10.00%	11.50%	13.00%	14.50%	$110
1 Cheerleader Assistant Advisor – High School	5.50%	6.50%	7.50%	8.50%	9.50%	$35
1 Cheerleader Advisor – Middle School	5.50%	6.50%	7.50%	8.50%	9.50%	$35
1 Bowling – Boys Head Coach	10.00%	11.00%	12.50%	14.00%	15.50%	$110
1 Bowling – Girls Head Coach	10.00%	11.00%	12.50%	14.00%	15.50%	$110
1 Bowling – Boys Assistant High School	6.00%	7.00%	8.00%	9.00%	10.00%	$50
1 Bowling – Girls Assistant High School	6,00%	7.00%	8.00%	9.00%	10.00%	$50
1 Yearbook – High School	10.00%	11.50% 13.00%		14.50%	16.00%	$110
1 Yearbook – Middle School	2.50%	2.75%	3.00%	3.25%	3.50%	
1 Yearbook – Elementary School	1.50%	1.60%	1.70%	1.80%	1.90%	

1 Class Sponsor - Senior	3.20%	3.40%	3.60%	3.80%	4.00%	$50
1 Class Sponsor - Junior	2.50%	3.00%	3.50%	4.00%	4.50%	$50
1 Class Sponsor - Sophomore	2.90%	3.40%	3.90%	4.40%	4.90%	$25
1 Class Sponsor - Freshman	1.40%	1.50%	1.60%	1.70%	1.80%	$25
1 Prom Advisor	3.00%	3.50%	4.00%	4.50%	5.00%	$50
1 Student Council – High School	3.40%	4.40%	5.40%	6.40%	7.40%	$50
1 Student Council – Middle School	2.00%	2.50%	3.00%	3.50%	4.00%	$25
1 National Honor Society – High School	1.80%	2.00%	2.40%	2.60%	2.80%	$50
1 National Honor Society – Middle School	1.20%	1.30%	1.40%	1.50%	1.60%	$25
The following group of Extra Duty positions are per production/program/Presentation						
1 Director of Productions	3.00%	4.00%	5.00%	6.00%	7.00%	$50
1 Technical Director	2.30%	2.50%	2.80%	3.10%	3.40%	$25
1 Costumer	1.50%	1.70%	2.00%	2.30%	2.60%	$25
1 Ticket Coordinator	0.80%	0.90%	1.00%	1.10%	1.20%	$25
1 Vocal Director	2.30%	2.50%	2.80%	3.10%	3.40%	$25
1 Musical Conductor	2.30%	2.50%	2.80%	3.10%	3.40%	$25
1 Choreographer	1.50%	1.70%	2.00%	2.30%	2.60%	$25
1 Elementary Program	0.70%	0.80%	0.90%	1.00%	1.10%	$25
1 Art Show, Per Presentation	2.00%	2.80%	2.90%	3.00%	3.10%	$25
1 Instrumental Music Director (.111 of current salary and includes summer)	11.10%	11.10%	11.10%	11.10%	11.10%	$140
1 Summer/Fall Assistant Band Director	6.00%	6.50%	7.00%	7.50%	8.00%	$75

1 District Accompanist (Solo/Ensemble)	1.00%	1.10%	1.20%	1.30%	1.40%	$25
1 Instrumental Concerts & Contests	1.50%	1.70%	2.00%	2.30%	2.60%	$25
2 Vocal Musical Concerts & Contests	1.50%	1.70%	2.00%	2.30%	2.60%	$25
1 Jazz Band Ensemble	2.50%	3.00%	3.50%	4.00%	5.00%	
1 HS Marching Band Auxiliary Advisor	3.00%	3.30%	3.60%	3.90%	4.20%	
1 HS Marching Band Percussion Advisor	3.00%	3.30%	3.60%	3.90%	4.20%	
1 A cappella	2.50%	3.00%	3.50%	4.00%	5.00%	
1 Auditorium Lights & Sound Coordinator	$2,000	$2,000	$2,000	$2,000	$2,000	
1 Quiz Bowl Advisor	3.00%	3.20%	3.50%	3.80%	4.10%	$50
1 Quiz Bowl Advisor – Middle School	1.50%	2.00%	2.50%	3.00%	3.50%	$25
1 Project Happy Advisor/Coordinator	2.00%	2.20%	2.50%	3.00%	3.50%	$25
1 Spanish Club	2.00%	2.50%	3.00%	3.50%	4.00%	$50
1 Speech Team Advisor/Coordinator	2.00%	2.50%	3.00%	3.50%	4.00%	$50

NOTES TO SCHEDULE:

Longevity Stipends:

When a position is a co-advisor or co-coach, longevity is not shared with the other advisor/coach. The employee with the longevity eligibility receives the longevity stipend calculated at the same percentage as the employee's portion of the co-position.

Annual Longevity stipends beginning of 9th year LB experience will be paid per additional year of service.

The term "years of service with Liberty-Benton" for purposes of the longevity stipends listed above means in the exact same supplemental position, except the term "years of service" will include movement from assistant to head position and/or movement from high school to middle school in the same sport.

Sixth Grade Outdoor Education Camp - Overnight Stipend:

A stipend will be paid to bargaining unit members for participating in sixth grade outdoor education overnight trips that occur during the school year at a recognized educational camp. The stipend shall be fifty dollars ($50) per overnight stay. Bargaining unit members who stay overnight, as well as bargaining unit members who participate on a daily basis, will be paid roundtrip mileage from their school to the outdoor education camp site.

APPENDIX B

MEMORANDUM OF UNDERSTANDING

General Provisions:

1. The district will follow Board Policy 3220 – Standards-Based Teacher Evaluation with respect to all teacher evaluations.

2. All teachers are to be evaluated at least once a year except for those teachers who are rehired as retirees under Article XII. The evaluation shall be completed by the first day of May and the employee shall receive a written report of the results of the evaluation by the tenth day of May.

2. A written report of the results of each evaluation shall contain specific recommendations regarding any improvements needed in the performance of the employee being evaluated and regarding the means by which the employee may obtain assistance in making such improvements.

3. All formal observations and evaluations shall be followed within ten (10) school days by a conference between the evaluator and the teacher to discuss the observation and/or evaluation, unless extenuating circumstances warrant otherwise as determined by the Superintendent and LBTA President. Teachers shall be given a copy of the formal observation and/or evaluation document and any other reports taken into consideration the day before the evaluation conference is to occur. All formal evaluations shall be signed by both the evaluator and by the person evaluated.

4. Observations may be requested by a teacher within five (5) working days of a post-conference. When such requests are made, the Superintendent shall consult with the LBTA President.

5. Teachers will receive OTES indicator scoring from their evaluator by May 10 of each contract year.

Evaluation Rating:

For purposes of the evaluation framework under this Article, employee performance shall be rated based upon the following specific standards and criteria as set forth by the Ohio Department of Education that distinguish between the following levels of performance for employees:

a. Accomplished;

b. Skilled;

c. Developing;

d. Ineffective.

The specific standards and criteria for distinguishing between these rating/levels of performance shall be the same as those developed by the State Board of Education, most recently adopted in March 2020.

The Formal Observation Process:

1. Pre-conferences will be required of all teachers and can be held virtually, in person or by phone.

2. All Formal Holistic Observations will be scheduled and must be a minimum of 30 minutes up to a full class period.

3. All teachers that may be up for non-renewal would be required to have three observations and would be placed on an improvement plan.

4. Once the Formal Holistic Observation is concluded and a rating is issued:

a. A teacher rated "accomplished" will select the two focus areas for the next observation;

b. A teacher rated "accomplished" may select their credentialed OTES evaluator under the following conditions:

i. the credentialed OTES evaluator is a licensed administrator in the same school building and in the same grand bands as the teacher; and

ii. extenuating circumstances exist, those circumstances are reviewed with the Superintendent, and the selection is approved by the Superintendent;

c. A teacher rated "skilled" will select the two focus areas for the next observation in collaboration with the evaluator;

d. A teacher rated "developing" will receive guidance from the evaluator to determine the two focus areas for the next observation;

e. A teacher rated "ineffective" will have the two focus areas for the next observation selected by the evaluator.

5. At least two unannounced walkthroughs can take place between observations. The walkthroughs must be less than 30 minutes and will tie in the focus areas, if possible. At the time of the walkthrough, the teacher is required to show weekly lesson plans that are up-to-date.

6. The Final Summative Rating received by a teacher will include everything from throughout the year and not just the observations. A teacher may bring additional evidence to be considered.

7. Evaluators will not be expected to gather evidence of all indicators in each observation. A teacher may bring additional evidence to address the indicators.

8. In order to be placed on a less frequent observation cycle, teachers rated as "accomplished" or "skilled" must be making progress on their professional growth plans.

9. A teacher's professional growth plan should be written and approved with the evaluator by the first quarter interim date and is required to have one goal. The professional growth plan should be based on the teacher's holistic final summative rating.

10. When value-added data is again available, it must be used for one of the teacher's two pieces of high quality student data.

a. High quality student data looks at more than test scores and does not need to include a pre-test and post-test. One specific unit test would be sufficient.

b. Teachers will use their value-added report to develop this high quality student data. A value-added number is no longer assigned to a teacher.

c. After the teacher has developed their high quality student data, it will be approved by the evaluator based on the criteria listed on the High Quality Student Data Verification Form.

11. A teacher who has been board approved for retirement by December 1 will not be evaluated.

12. The district will continue to complete OTES evaluations for teachers during their RESA time.

13. Teacher on board-approved leave for more than 50% of the year will still be evaluated.

APPENDIX C

MEMORANDUM OF UNDERSTANDING

1. Grid which supports matrix figures will be displayed; see attached.

2. Superintendent has flexibility for new hires in terms of establishment of compensation on matrix.

3. All employees to receive annual base salary increase as stated in Article XI, Section A, regardless of grid placement.

4. For rehire-retires, placement will be at BA7 withheld harmless provision. If rehire-retire is hired above market as reflected on grid, rehired-retired employee's compensation will remain stagnant (no movement on matrix) until such time as rehired-retired employee's compensation equals market as per grid; but rehired-retired employee is eligible for performance compensation piece.

5. Current employees placed on grid based on STRS years of service as well as out of state service upon proof from previous out of state employer provided directly to Treasurer. In any case, one (1) year of service on grid shall be based upon one hundred twenty (120) days of teaching in one (1) school year.

6. Validation of subsequent degree required each year thereafter for true-up, where applicable. Due by the last Friday in September of each year.

7. Performance Incentive Value = $286,000 per year for Term of Agreement (2024-2027), divided by total number of FTE teachers on staff for applicable school year.

8. Performance incentive will be paid in June of each contract year.

9. Part-time teachers are eligible for Performance Incentive based on FTE.

10. Part-time teacher Program reduced as follows:

    Organizational Citizenship = 10 points

    Collaborative Project = 10 points

    Total 100% = 70 points; 75% = 60 points; 50% = 50 points

11. This MOU automatically sunsets upon the expiration of this Agreement (June 30, 2027).

2024/2025				2025/2026				2026/2027			
3.5%				3.0%				3.0%			
STEP	BA	MA	MA + 30	STEP	BA	MA	MA + 30	STEP	BA	MA	MA + 30
0	$ 39,440.48	$ 42,899.92	$ 47,186.20	0	$ 40,623.69	$ 44,186.91	$ 48,601.78	0	$ 41,842.40	$ 45,512.52	$ 50,059.83
1	$ 41,037.16	$ 45,066.58	$ 49,294.30	1	$ 42,268.27	$ 46,418.57	$ 50,773.12	1	$ 43,536.32	$ 47,811.13	$ 52,296.31
2	$ 42,633.85	$ 47,217.18	$ 51,402.40	2	$ 43,912.86	$ 48,633.69	$ 52,944.47	2	$ 45,230.24	$ 50,092.70	$ 54,532.80
3	$ 44,231.73	$ 49,369.33	$ 53,473.29	3	$ 45,558.68	$ 50,850.40	$ 55,077.48	3	$ 46,925.44	$ 52,375.91	$ 56,729.80
4	$ 45,828.41	$ 51,512.57	$ 55,462.54	4	$ 47,203.26	$ 53,057.94	$ 57,126.41	4	$ 48,619.36	$ 54,649.68	$ 58,840.20
5	$ 47,380.08	$ 53,606.69	$ 57,451.19	5	$ 48,801.48	$ 55,214.88	$ 59,174.72	5	$ 50,265.52	$ 56,871.33	$ 60,949.96
6	$ 48,960.55	$ 55,645.84	$ 59,440.44	6	$ 50,429.37	$ 57,315.21	$ 61,223.65	6	$ 51,942.25	$ 59,034.67	$ 63,060.35
7	$ 50,574.65	$ 57,833.62	$ 61,429.69	7	$ 52,091.88	$ 59,568.62	$ 63,272.57	7	$ 53,654.63	$ 61,355.68	$ 65,170.75
8	$ 52,301.58	$ 60,069.99	$ 63,418.34	8	$ 53,870.63	$ 61,872.08	$ 65,320.89	8	$ 55,486.74	$ 63,728.25	$ 67,280.51
9	$ 54,165.38	$ 62,199.46	$ 65,406.99	9	$ 55,790.34	$ 64,065.44	$ 67,369.20	9	$ 57,464.05	$ 65,987.40	$ 69,390.27
10	$ 55,923.53	$ 64,341.78	$ 67,396.24	10	$ 57,601.23	$ 66,272.03	$ 69,418.12	10	$ 59,329.27	$ 68,260.19	$ 71,500.67
11	$ 57,665.48	$ 66,471.06	$ 69,384.90	11	$ 59,395.44	$ 68,465.18	$ 71,466.43	11	$ 61,177.30	$ 70,519.14	$ 73,610.43
12	$ 59,490.86	$ 68,566.55	$ 71,694.68	12	$ 61,275.58	$ 70,623.54	$ 73,845.52	12	$ 63,113.85	$ 72,742.25	$ 76,060.88
13	$ 61,333.65	$ 70,533.14	$ 74,170.14	13	$ 63,173.65	$ 72,649.13	$ 76,395.24	13	$ 65,068.86	$ 74,828.60	$ 78,687.10
14	$ 62,957.95	$ 71,599.56	$ 76,768.06	14	$ 64,846.68	$ 73,747.54	$ 79,071.09	14	$ 66,792.08	$ 75,959.96	$ 81,443.22
15	$ 63,197.45	$ 72,310.34	$ 79,835.97	15	$ 65,093.36	$ 74,479.65	$ 82,231.04	15	$ 67,046.16	$ 76,714.03	$ 84,697.97
16	$ 63,342.71	$ 73,717.70	$ 80,286.16	16	$ 65,242.98	$ 75,929.22	$ 82,694.74	16	$ 67,200.27	$ 78,207.10	$ 85,175.58
17	$ 64,183.67	$ 73,896.56	$ 80,811.39	17	$ 66,109.17	$ 76,113.45	$ 83,235.72	17	$ 68,092.45	$ 78,396.86	$ 85,732.79
18	$ 64,445.38	$ 73,937.97	$ 81,354.62	18	$ 66,378.74	$ 76,156.10	$ 83,795.25	18	$ 68,370.10	$ 78,440.78	$ 86,309.10
19	$ 64,445.38	$ 73,937.97	$ 81,354.62	19	$ 66,378.74	$ 76,156.10	$ 83,795.25	19	$ 68,370.10	$ 78,440.78	$ 86,309.10
20	$ 65,295.95	$ 75,864.50	$ 82,573.74	20	$ 67,254.82	$ 78,140.43	$ 85,050.94	20	$ 69,272.46	$ 80,484.64	$ 87,602.47
21	$ 65,295.95	$ 75,864.50	$ 82,573.74	21	$ 67,254.82	$ 78,140.43	$ 85,050.94	21	$ 69,272.46	$ 80,484.64	$ 87,602.47
22	$ 65,295.95	$ 75,864.50	$ 82,573.74	22	$ 67,254.82	$ 78,140.43	$ 85,050.94	22	$ 69,272.46	$ 80,484.64	$ 87,602.47
23	$ 65,295.95	$ 76,852.33	$ 82,957.90	23	$ 67,254.82	$ 79,157.89	$ 85,446.63	23	$ 69,272.46	$ 81,532.63	$ 88,010.03
24	$ 65,295.95	$ 76,926.83	$ 83,107.97	24	$ 67,254.82	$ 79,234.62	$ 85,601.20	24	$ 69,272.46	$ 81,611.66	$ 88,169.23
25	$ 66,026.46	$ 77,560.61	$ 83,362.48	25	$ 68,007.24	$ 79,887.41	$ 85,863.34	25	$ 70,047.46	$ 82,284.04	$ 88,439.24
26	$ 66,026.46	$ 78,066.42	$ 83,362.48	26	$ 68,007.24	$ 80,408.40	$ 85,863.34	26	$ 70,047.46	$ 82,820.65	$ 88,439.24
27	$ 66,626.72	$ 78,142.89	$ 83,512.54	27	$ 68,625.51	$ 80,487.17	$ 86,017.91	27	$ 70,684.27	$ 82,901.78	$ 88,598.45
28	$ 66,626.72	$ 78,142.89	$ 83,512.54	28	$ 68,625.51	$ 80,487.17	$ 86,017.91	28	$ 70,684.27	$ 82,901.78	$ 88,598.45
29	$ 66,626.72	$ 78,142.89	$ 83,512.54	29	$ 68,625.51	$ 80,487.17	$ 86,017.91	29	$ 70,684.27	$ 82,901.78	$ 88,598.45
30	$ 66,626.72	$ 78,142.89	$ 83,512.54	30	$ 68,625.51	$ 80,487.17	$ 86,017.91	30	$ 70,684.27	$ 82,901.78	$ 88,598.45

Step 32 added at the value of $500 to Step 30 in each column of the schedule in each year of the contract (2024-2027).

Liberty-Benton Local Schools
Teacher Achievement Program

Name: _____ Building: _____

Attendance: *(Up to 30 Points)* • Perfect Attendance *Can earn 10 bonus points* (Has not missed any instructional time/periods with students unless directed by principal) • Absent 5 or less days • Absent 7 or less days • Absent 9 or less days • Over 9 days would not be awarded points for that year "0" *Not including any required COVID-19 quarantine time, military leave, jury duty, bereavement leave, assault leave, religious holidays, and professional development days designated by the principal. Also, BOE-approved FMLA leave*	40 ○ 30 ○ 20 ○ 10 ○ 0 ○ *(Choose only one)*
Best Teaching Practices: (Observed by evaluator) *(Up to 20 Points)* • Formative Assessments used during lessons • Evidence of Blended Learning in the classroom • Learning Standard (Target) posted and reviewed in student-friendly terms • Evidence of regular use of differentiated instruction	5 ○ 5 ○ 5 ○ 5 ○ *(Check all that apply)*
Organizational Citizenship: *(Up to 20 Points)* Based upon agreement with Building Principal *Volunteerism in support of students outside of the school day. No points for paid positions. *See attached form for examples.	_____ 0-20 *(Write in total from sheet.)*
Performance on District State Report Card: ***(Up to 10 Points)*** **Based on previous year data** **Can earn 10 bonus points** • **Top 10% of Districts Statewide = 20 points** • **Top 20% of Districts Statewide = 10 points** • **Top 25% of Districts Statewide = 5 points** • **Top 30% of Districts Statewide = 3 points** **Note: Based on a 4 point G.P.A. calculation system (A=4 pts, B=3 pts, C=2 pts, D=1 pt, F=0 pts) ** Not applicable until second year with the district. Required qualifying points will then be reduced by 10 points.**	**20 O** **10 ○** **5 ○** **3 ○** **(Mark if achieved)**

Professional Project: *(Up to 20 Points)*

Individually, within department, across curriculum, within or across grade levels, or a professional committee that results in one or more of the following:

- Submit evidence of Quad D Lesson
- Measurable classroom instructional improvement
- Peer leadership for in-service
- Operational improvement of the building or district

*Administrative approval required. Documentation kept on attachment. (10 points each)

**RESA Year 3 Teachers = Full 20 points H.S. CCP Courses = 10 points maximum regardless of the number of CCP classes taught. CCP stipends equal to $500 per class per semester taught/$ 1,000 per year class taught.*

20 O

10 O

Professional Growth: *(Up to 10 Points)*

- 60+ contact hours a year (Equivalent 2 Sem. Hour or greater graduate level class) Can earn 5 bonus points
- 35 - 59 contact hours a year (10 Points)
- 20 - 34 contact hours a year (5 Points) (Guideline: Anything accepted by LPDC.)

15O
10O
5O
(Choose only one)

Compensation percentage is awarded for reaching each of the following points thresholds:

Percent	Points for Full Time Staff	Points for Part-Time Staff/ Counselors
100%	90 or more points	70 or more points
75%	80-89 points	60-69 points
50%	70-79 points	50-59 points
0%	Less than 70 points	Less than 50 points

Total Points

Percent Earned

Principal Signature **Teacher Signature** **Date**

Organizational Citizenship - Credit Examples	
Examples of organizational citizenship. More qualifying examples may be added each year.	
EXAMPLE	POINT VALUE
6th Grade Camp - Full Week Attendance (10) Half Week (5)	10 5
Non-pay, Scheduled Tutoring of Students Before or After the Contract Day Including ZAP Hall 10-14 hrs = 5 pts.; 15+ hrs. = 10 pts.	10 5
Planning Instruction or Google Meets for Quarantined Students and Changes to the Instructional Model 10-14 hrs = 5 pts.; 15+hrs = 10 pts.	10 5
Math, Reading, Science, Social Studies, Foreign Language Club, Student Leadership, and/or additional clubs - for instructional purposes 10-14 hrs = 5 pts.; 15+ hrs. = 10 pts.	10 5
Substitute Class Coverage (Not submitted for compensation, teacher must notify secretary) 1-5 classes = 3 pts, 6-10 classes = 5 pts, 11 or more classes = 10 pts	10 5 3
Leader in Me Action Lighthouse Team Leader (if no release time or compensation)	10
Chair a PTO Event (Chair up to 3 events - 3 pts. per event chaired)	9 6 3
Social Media – submit a picture with accompanying information up to twice per quarter (1 point each submission)	8, 7, 6, 5, 4, 3, 2, 1
Chair an established committee 1 committee = 4 pts.; 2+ committees = 8 pts.	8 4
Grant Writing 1 grant = 3 pts.; 2+ grants = 6 pts.	6 3
Enrichment Program/Classes (Summer/Other)	5
Carnival Volunteer (day of event; 1 point awarded per 1 hour of volunteer service; 5 points/5 hours maximum; 1 point/1 hour minimum)	5, 4, 3, 2, 1
Write Letters of Recommendations for 10 or More Students	4
District-Sponsored Virtual/Drive-In Events = 2 pts per event with participation documentation	2
RTI Coach/Team Leader	4

Serve on an established committee (Language arts, Math, Science, Literacy, Right to Read, Author Visit, IEP meetings held outside the school day,* etc.) non-contract hours 1 committee = 2 pts.; 2+ committees = 4 pts.	4 2
School-wide Service Learning Activity (e.g. STRIDES, Jump Rope for Heart, Diabetes Walk, Salvation Army Food Drive, City Mission, etc.) 1 activity = 2 pts.; 2+ activities = 4 pts.	4 2
Write Student WEPs (10 or more students = 4 points; 5-9 students = 2 points)	4 2
Attend a PTO Meeting 1-2 = 1 pt. ; 3-4 = 2 pts. ; 5+ = 3 pts.	3 2 1
Attend an athletic event 1-2 = 1 pts ; 3-4 = 2 pts. ; 5+ = 3 pts.	3 2 1
Attend a school music concert/program-musical/play/dance 1-2 = 1 pts ; 3-4 = 2 pts. ; 5+ = 3 pts.	3 2 1
Concession Stand Volunteer (non-pay) 2-3 hrs. = 1 pts; 4-6 hrs. = 2 pts.; 7+ hrs. = 3 pts.	3 2 1
Attend/Volunteer for a PTO Event 1-2 events = 1 pt.; 3-4 events = 2 pts.; 5+ events = 3 pts.	3 2 1
Consistent Volunteer Supervision of Students After School (1 pt. per sport per season)	3 2 1
Attend College Credit Plus Orientation/Meeting & Complete activities	3
Science Fair Coordinator	3
Spelling Bee Coordinator	3
Geography Bee Coordinator	3
Chaperone Prom	5
Attend/participate H.S. Graduation	3
Veterans' Day Coordinator	3
Red Cross Aide Certification (not Public School Works or Professional Development Day)	3
Full Red Cross CPR Certification (not Public School Works or Professional Development Day)	3
Work at Steve B's PTO Night (1 time per year)	3
Saturday School (Non-pay) limited to one time	2
Chaperone Dance/Homecoming	2
Attend HS 3.5 Banquet	2
Present/Attend at HS Senior Awards Night	2
Family Math Night Teacher	2

Family Literacy Night Teacher	2	
Family Science Night Teacher	2	
Attend FFA Awards/Banquet	2	
Arts Festival Volunteer	2	
Write Letters of Recommendations for 5 - 9 Students	2	
Author Dinner	2	
Attend Academic/Music Booster Event 1-2 events = 1 pt; 3+ events = 2 pts.	2	1
Volunteer for Academic/Music Booster Event 1-2 events = 1 pt.; 3+ events = 2 pts.	2	1
American Heart Association CPR Training (not Public School Works or Professional Development	1	
Complete Required Online Modules Prior to In-Person CPI Training	1	
Attend AR Reading Recognition Dinner/Awards	1	
First Aide Certification	1	
CPR Certification	1	
Curriculum Meetings Beyond School Day	1	
Day Field Trip -Extended Beyond Contract Day	1	
Attend Arts Festival	1	
Attend Quiz Bowl Event	1	

Note: Points are awarded for participation by line item, regardless of the number of occurrences unless noted.
*If IEP meetings held outside the school day are used for the Teacher Achievement Program, they may not also be timesheeted for compensation.
*Events listed on the organizational citizenship list above, but are completed virtually or drive-in, will count toward full points for those specific items.
*Any additional district-sponsored virtual/drive-in events will be 2 points, per event, with proper participation documentation.
*Substitute class coverage – 1-5 classes/period covered = 3 points, 6-10 classes/periods covered = 5 points, 11 or more classes/periods covered = 1- points (Note: If class coverage is NOT submitted for compensation. Teacher must notify the secretary not to submit for compensation when using TAP points.)
*Planning instruction or Google Meets for quarantined students and changes to the instructional model (hybrid, all-in, remote), 10-14 hours = 5 points; 15+ hours = 10 points

Activity sheets are due to principal at check out at the end of the school year.

Name: _____ ____Building: _____

ORGANIZATIONAL CITIZENSHIP CATEGORY

Recording and Documentation For Activity Credits

Date	Activity	Points

	Point Total :	/ 20 pts.

Activity sheets are due to principal at check out at the end of the school year.

Name: _____ ____Building: _____

Professional Project

Date	Admin Approval BY End of First Semester	Brief Description of the Activity that Involved Collaboration	Who Was Involved	Rationale - Explanation	Admin Completion

Up to 2 projects worth 10 points each			**Point Total:**		**/20 pts.**

Examples include, but are not limited to:

- Resident Educator Summative Assessment (RESA)
- Technology application or integration project
- Textbook Adoption development
- Curriculum Alignment or mapping
- Common assessment development
- Chinese New Year
- Cross curricular unit (e.g. Greek Day, Civil War, etc.)
- School garden
- Participate in a book study
- Cooperating Teacher for Student Teacher

Activity sheets are due to principal at check out at the end of the school year.

Name: _____ ____Building: _____

PROFESSIONAL GROWTH CATEGORY

Date	Brief Description of Earned Contact Hours	Number of Contact Hours Earned

Total number of contact hours:	Point Total :	/10 pts.

NOTE: Along with this chart, include a copy of your contact hour certificates and/or graduate class transcripts. You must have at least 20 contact hours to get points.