



09-07-16
16-MED-03-0331
1332-01
K34678

NEGOTIATED CONTRACT

Between The

LICKING HEIGHTS EDUCATION ASSOCIATION

And The

LICKING HEIGHTS BOARD OF EDUCATION

July 1, 2016 through June 30, 2019

TABLE OF CONTENTS

<u>Article No.</u>	<u>Topic</u>	<u>Page</u>
I	Recognition and Negotiations Procedure.....	4
II	Grievance Procedure	7
III	Teaching Environment.....	11
IV	Student Discipline and Member Protection	12
V	Protection of Members, Students, and Property	14
VI	Academic Freedom and Individual Rights.....	15
VII	Complaint Procedure	15
VIII	Evaluation Procedure	17
IX	Contract Sequence	19
X	Professional Personnel Records.....	20
XI	Termination and Non-Renewal.....	21
XII	Reductions in Personnel	22
XIII	Vacancies, Transfers and Promotions	24
XIV	Class Size and Member Load.....	26
XV	Member Day.....	28
XVI	Teaching Assignment During Planning/Conference Period	31
XVII	Leave Provisions	32
	A. LHEA Leave	32
	B. Jury Duty - Witness Leave	32
	C. Military Leave	32
	D. Personal Leave	32
	E. Disability Leave.....	33
	F. Unpaid Leaves of Absence.....	34
	G. Short Term Unpaid Leaves of Absence	35
	H. Sick Leave	36

<u>Article No.</u>	<u>Topic</u>	<u>Page</u>
XVII	Leave Provisions (Cont.)	
	I. Professional Leave	38
	J. Assault Leave	39
	K. Sick Leave Bank.....	40
XVIII	Transportation Reimbursement for Traveling Members.....	42
XIX	Severance Pay	42
XX	Pay Periods.....	43
XXI	Authorized Payroll Deductions.....	45
XXII	Access to Financial Information.....	46
XXIII	Individual Members Contracts.....	46
XXIV	Fringe Benefits.....	47
XXV	Salary Schedule	49
XXVII	Supplemental Contract Pay Schedule.....	55
XXVIII	Disciplinary Procedure	61
XXIX	STRS Pick-Up - Utilizing the Salary Reduction Method	62
XXX	Further Education	63
XXXI	Fair Share Fee	65
XXXII	Savings Clause.....	67
XXXIII	Local Professional Development Committee	67
XXXIV	Resident Educator	69
XXXV	Re-Employment of Retired Members	71
XXXVI	Job Sharing	72
XXXVII	Duration of Contract.....	75
Appendix 1	Contract Addendum & Waiver for STRS Retiree	76
Appendix 2	Staff Intent Form	78
Appendix 3	College Course Reimbursement Request.....	79

<u>Article No.</u>	<u>Topic</u>	<u>Page</u>
Appendix 4	Grievance Form	80
Appendix 5	Application for Additional Sick Leave	81
Appendix 6	Application to Donate Sick Leave to Bank	82

ARTICLE I

RECOGNITION AND NEGOTIATIONS PROCEDURES

- A. The Licking Heights Board of Education, hereinafter referred to as the "Board," recognizes the Licking Heights Education Association/OEA/NEA, hereinafter referred to as the "LHEA," as the sole and exclusive representative of all bargaining unit members as defined in paragraph B below.
- B. For purposes of recognition, the "bargaining unit" shall include all full and part-time certificated classroom members, guidance counselors, speech and hearing therapists, librarians, nurses, learning disability tutors and substitutes serving sixty (60) days or more in the same position and employed on a regular contract. **Bargaining unit members are referred to as "members" in this contract.**

Substitutes employed in the Licking Heights Local School District on a continuous basis in the same position for a period of sixty (60) or more days and those employed on a continuous basis or a combination of days thereof for one hundred twenty (120) days or more shall be members of the bargaining unit but shall be specifically excluded from the application of the contract renewal provisions of this Agreement and/or Section 3319.11 and 3319.111 R.C. Substitute teachers thusly employed shall have no right to employment or reemployment in any subsequent year unless offered a regular contract of employment by the Board. Inclusion in the bargaining unit shall remain until the return to duty of the member whose position the substitute was employed to fill or the end of the current year, whichever shall come first.

Teachers employed fewer than twenty (20) hours per week and teachers employed on an hourly or as needed basis whose employment may or may not exceed twenty (20) hours in any given week shall be specifically excluded from the application of all the provisions of this Agreement except the grievance procedure and the specific salary provision which may apply.

Excluded from the bargaining unit shall be casual day-to-day substitute teachers, non-certified employees, principals, assistant principals, athletic director, and all administrative and supervisory staff defined in Section 4117.01(F) of the R.C.

- C. This recognition shall remain in effect until challenged in accordance with the provisions of Section 4117.07 of the R.C.
- D. This recognition constitutes an agreement between the Board and LHEA to negotiate all matters pertaining to wages, hours, or terms or other conditions of

employment and the continuation, modification, or deletion of an existing provision of the contract.

E. NEGOTIATING TEAMS

The Board, or designated representative(s) of the Board, will meet with representatives designated by the LHEA. Representatives shall be limited to four (4) representatives each of the Board team and the LHEA team. The parties may call upon professional and lay consultants to assist in the negotiations providing that there shall be no more than two (2) such consultants from each side present at any one (1) session.

F. SUBMISSION OF ISSUES

Prior to the opening of formal negotiations the parties may have an informal meeting to discuss additional negotiation procedures, including, but not limited to, numbers of issues to be submitted by both parties.

No earlier than ninety (90) nor later than sixty (60) days prior to the expiration date of the negotiated agreement, either party may submit a request to commence negotiations. A mutually accepted meeting date shall be set not more than twenty (20) days following such request. Specific contract proposals for negotiations shall be submitted in writing by the LHEA to the representative(s) of the Board at the first meeting. Following submission of the LHEA issues, the Board shall submit in writing any specific proposals it wishes to negotiate to the LHEA's representative(s) at the first meeting. No additional items shall be submitted by either party following this exchange, unless mutually agreed by the parties. The second meeting, and all necessary subsequent meetings, shall be called at times mutually agreed upon by the parties.

G. NEGOTIATION PROCEDURES

Designated representative(s) of the Board shall meet at mutually agreed upon places and times with representatives of the LHEA for the purpose of effecting a free exchange of facts, opinions, proposals, and counter-proposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Following the initial meeting, as described in Paragraph F above, such additional meetings shall be held, as the parties may require, to reach an understanding on the issue(s) or until an impasse is reached. Except by mutual agreement, meetings shall be held at a time other than the regular school day.

H. CAUCUS

Upon request of either party, the negotiations meeting shall be recessed to permit the requesting party a period of time, not to exceed thirty (30) minutes unless extended time is mutually agreed upon, to caucus.

I. EXCHANGE OF INFORMATION

Prior to and during the period of negotiations, the Board and the LHEA agree to provide to each other, upon written request, all regularly and routinely prepared information concerning the issue(s) under consideration.

J. PROGRESS REPORTS

The parties agree that during the period of negotiations, information released to the news media shall be provided to the other party at the same time.

K. REACHING AGREEMENT

As tentative agreement is reached on each issue, it shall be so noted and initialed by each party. When consensus is reached covering all areas under discussion, the proposed total agreement shall be reduced to writing as a tentative agreement and submitted to the LHEA and the Board for approval. The Board shall take action on the tentative agreement within fifteen (15) days of approval of the LHEA. When approved by both parties, the agreement shall be signed by the Presidents of the Board and the LHEA and shall be binding on both parties. The Board and the LHEA shall share the cost of printing and providing copies of the Contract to members of the bargaining unit, the administration, the members of the Board, two (2) copies to SERB, plus ten (10) additional copies for the superintendent to distribute to new members of the bargaining unit during the term of this agreement.

L. RESOLVING DIFFERENCES

If the parties are unable to reach agreement, either party may declare impasse and request that all unresolved issues be submitted to mediation. Upon the receipt of a written notification by either party that an impasse has been declared, within five (5) calendar days a joint request signed by the LHEA President, or his/her designee, and the superintendent, or his/her designee, shall be submitted to Federal Mediation and Conciliation Service to appoint a mediator to assist in the resolution of all remaining differences. In the event agreement is not reached twenty-one (21) days after the beginning of mediation, the LHEA may initiate the provisions of Section 4117.14 (D-2) R.C.

M. LHEA Contract Distribution

The Licking Heights Education Association Contract will be available on the Licking Heights website in a read only format.

N. Direct Dealing

If there is any issue that is questionable and affects the changes in working conditions, work hours, or salary of a member, the Administration must discuss the issue with the LHEA prior to making a determination. All efforts will be made by both parties to reach a mutual agreement that works best for student success.

ARTICLE II

GRIEVANCE PROCEDURE

A. The Board of Education recognizes that in the interest of effective personnel management, a procedure is necessary whereby the members of the bargaining unit can be assured of a prompt, impartial, and fair hearing on the grievances. Such procedure shall be available to all members.

B. The purpose of this procedure shall be to obtain at the lowest administrative level, and in the shortest period of time, solutions to grievances, which may arise from time to time. Both the Board and the LHEA agree that grievance proceedings shall be handled expeditiously and in a confidential manner.

C. DEFINITIONS:

Grievance: An alleged violation, misapplication or misinterpretation of any provision of this collective bargaining agreement.

Grievant: An employee or group of employees in the bargaining unit alleging a grievance. A grievance alleged by a group shall have arisen out of and confined to the same circumstances affecting each member of said group.

Day: A school calendar day.

D. GENERAL PROVISIONS:

1. The written grievance, used in the formal levels of this procedure, shall state: 1) the specific contract provision(s) alleged to have been violated, misapplied, or misinterpreted; 2) the relief sought; 3) a brief description of the grievance; and, 4) the date of submittal.
2. The LHEA may initiate a grievance.
3. The LHEA shall be available to assist any member in preparing the proper information necessary to expedite the procedure.
4. A grievant may be represented by a person of his/her choice at any step of the grievance process.
5. Time limits shall be considered as maximum, unless otherwise extended by mutual agreement by the parties involved.
6. Failure of the aggrieved to proceed within the specified time limits to the next level of the procedure shall mean the grievance has been resolved by the recommendations stated in the previous level.
7. Failure of the administration to respond in the time limits stated shall mean the relief sought as stated in previous levels of the proceedings shall be implemented.
8. A grievance may be initiated at Level 2 when it has been determined by the building principal that the subject is not within his/her realm of responsibility or control.
9. Resolution of a grievance at any level shall apply only to the grievance as stated and shall in no way infringe on the statutory obligations or other policies of the Board, the grievant, or the LHEA.
10. No reprisal shall be made against any party involved in use of this grievance procedure.
11. A grievance may be withdrawn at any level without prejudice.

E. PROCEDURE:

Informal:

Members having a complaint or problem shall discuss the matter informally with the member of the administration able to resolve the grievance. A challenge to the administrator selected for the informal hearing shall not be used as the basis for a procedural violation.

Level I:

Within twenty (20) days from the date the grievant knew of the event(s) giving rise to the alleged grievance, the grievant shall submit with the principal the validated Grievance Form. (See Appendix 6) A meeting shall be mutually arranged between the grievant and the principal within five (5) days of the submittal. Within five (5) days of the meeting, the principal shall provide the grievant a written disposition on the grievance.

Level II:

If the grievant is not satisfied with the disposition at Level I, he/she shall, within five (5) days of receipt of the principal's disposition, submit the grievance, on the appropriate form, to the superintendent or his/her designee. A meeting shall be mutually arranged within five (5) days of the submittal. Within five (5) days of the meeting, the superintendent, or his/her designee, shall provide the grievant with a written disposition.

Level III:

If the grievant is not satisfied with Level II, he/she shall, within five (5) days of receipt of the superintendent's disposition, submit the grievance, on the appropriate form, to the Board of Education. A meeting will be mutually arranged within ten (10) days of the submittal. Within five (5) days of the meeting, the Board shall provide the LHEA and the Grievant with a written disposition on the grievance.

Level IV:

If the grievant is not satisfied with Level III, within ten (10) days of the receipt of the written Level III disposition, the grievant, with the concurrence of the Licking Heights Education Association Executive Committee, may notify the Board of his/her intent to submit the matter to the American Arbitration Association (AAA) for arbitration. The arbitrator shall be selected in accordance with the procedures established by the American Arbitration Association. The arbitrator shall conduct the arbitration in keeping with the voluntary labor arbitration rules and regulations of the AAA.

The Arbitrator shall be empowered to render decisions only relative to alleged violations, misinterpretations, or misapplications of the terms of this Agreement. The Arbitrator shall have no authority or power to add to, subtract from, disregard, alter, or modify in any way the terms of this Agreement.

Should the Arbitrator rule on a question which, under the terms of this Agreement, is clearly outside his/her authority or power on which to rule, said question shall be applicable to a court of competent jurisdiction for final disposition.

The decision of the awards made by the Arbitrator shall be submitted to the Board and/or its representative, the LHEA, the grievant, the Local superintendent, and the Principal and shall be binding on all parties, unless the same is contrary to law or set aside by a court of competent jurisdiction.

All fees and expenses of the Arbitrator and/or the American Arbitration Association shall be borne equally by the Board and the Grievant and/or LHEA.

ARTICLE III

TEACHING ENVIRONMENT

- A. All buildings, grounds, faculty parking areas, materials, and equipment are to be maintained safely, comfortably, and as attractively as possible. The Board will make every effort to provide adequate quantities and quality of the aforementioned and will keep them in good operating and functional condition.

Members shall not be required to perform any maintenance, janitorial or housekeeping responsibilities as a regular part of their duties. These duties include the physical moving of boxes/equipment/furniture when a bargaining unit **member's classroom/ office is relocated**.

All members of the instructional staff shall submit a list to their building principal by April 1 indicating items that should be purchased, replaced, repaired or which in any way need attention. The Board will make every effort to accommodate any deficiencies indicated by said list. Copies of these lists will be open to review upon request.

The Board will provide an adequate members' lounge in each building which will include a telephone extension. **Members' lounges will primarily be for the** exclusive use of bargaining unit members and will be free from student interference and observation. New freestanding educational facilities (as opposed to additions to existing facilities) shall include air conditioning, employee parking, workroom, lunchroom and restroom facilities for the exclusive use of employees. The Board recognizes the need for adequate storage, work areas, and faculty rest room facilities. Every effort will be made to adapt existing facilities to reduce the resultant inconveniences to members.

Incidental member supplies and materials not provided by the general Board program shall be purchased through the requisition system. Annually, at least thirty (30) days prior to the requisition filing deadline, each building principal shall establish and announce to his/her staff members the dollar amount each member may expend on incidental member supplies and materials. All materials/supplies ordered in accordance with this paragraph and within each member's **budgeted allotment shall be provided** to the member unless the building principal provides the member with the rationale for the denial. The rationale given by the principal will not be a grievable issue.

The Board will make every effort to maintain established budgetary amounts to cover said requisitions and to increase same to keep pace with inflationary increases. No member shall be expected nor required to expend any non-reimbursed funds for school instructional supplies, materials, or activities.

Classroom temperatures shall be maintained between sixty (60°) and ninety (90°) degrees. If a classroom exceeds either limit, the class shall be reassigned to a suitable location or dismissed.

- B.
1. Assuming that occupancy is permitted due to completion of any construction, the Board will provide reasonable access to assigned classrooms and offices of members for the ten (10) day (M-F) period prior to the first student attendance day of the school year, for the purpose of setting up their classrooms/offices, and for the five (5) day (M-F) period following the last student attendance day of the school year, for the purpose of finalizing paperwork and packing up materials.
 2. This section (B) does not extend any deadlines for the completion of grades or other contracted tasks, nor does it create any expectation of the availability of support services.
 3. Each building principal will email the members in his/her building by the first Friday in August and the last day of April, respectively, of the dates and times the building will be accessible during the periods set forth in subsection (B)(1) above.

ARTICLE IV

STUDENT DISCIPLINE AND MEMBER PROTECTION

It is primarily the responsibility of the supervising member to maintain the discipline of students. Problems of student discipline beyond the ability of the member shall be referred to the principal. The principal and such other personnel as may be available shall assist the member in discipline problems requiring special professional training and services. Such authorities shall endeavor to achieve correction of student misbehavior. At the request of the member, or at his/her own discretion, the principal, with superintendent approval may reassign a student to another member or class if the best interests of the student(s) and/or the member would be benefited thereby. If the request of the member is denied or the superintendent or designee reassigns a student, the principal will notify the member of the reasons in writing.

Members will be notified as soon as files for new students are received.

Members will be confidentially advised of a student with a record of violence when such records are available.

The Board of Education shall adopt and distribute to students, members, and parents a district wide discipline program which shall include procedures for the suspension, expulsion and removal of students.

A member may remove a pupil from one class period or the area being supervised when in such member's judgment such discipline is warranted. When a member removes a pupil from his/her supervision, he/she shall be sure the student is under the supervision of another member or staff member or taken to the office. Written reason(s) shall be submitted as soon as practicable. Removal of students by a member for a period exceeding one (1) class period shall be in accordance with the provisions of R.C. 3313.66 and only after informing the building principal as to the reasons for the exclusion.

Any case of assault upon a member shall be reported promptly to the building principal. The principal and the superintendent shall assist and support the member in notifying the appropriate law enforcement agency of such assault and cooperate with an investigating officer and in any hearing or other such legal proceeding arising out of such assault. The member shall be given release time with no loss of pay to attend such required hearings.

If a member is injured as a result of an assault, leave shall be granted in accordance with Article 17, J., ASSAULT LEAVE, of this agreement.

When students are disciplined, by other than established methods and for other than routine misbehavior, by the administrative or other supplementary school personnel, the appropriate member(s) to which the student is assigned shall be notified of the discipline by the appropriate administrator as soon as possible during the work day. Members shall not be expected to deal with parent questions or complaints dealing with disciplinary action taken by other school personnel, but may be asked to provide additional background information as part of a parental/staff meeting concerning the **student's behavior while under their supervision.**

ARTICLE V

PROTECTION OF MEMBERS, STUDENTS AND PROPERTY

Physical force may be used by a member to protect himself or another member and/or student from possible injury, or in an extraordinary case of breach of discipline, to restrain a disruptive pupil, provided the force used is reasonable under the **circumstances and in compliance with the Board's guidelines and with the law.** Members will immediately report all such instances, as well as any cases of assault on themselves in connection with their employment, to their principal or immediate supervisor in writing, giving in detail, the circumstances thereof. All members involved in an incident shall assist and support the administration in investigating the circumstances and manner when a member uses physical force against a student. This report will be forwarded to the superintendent. The superintendent will transmit such report to the Board forthwith. The Board and the superintendent will comply with any request from such member for information in their possession relating to the incident or the persons involved and will otherwise cooperate with the member in the event of a civil or criminal proceeding. The Board and the superintendent will give information in accordance with 1347 R.C.

The Board shall reimburse or replace member personal property which is damaged in the regular course of assigned duties. Nothing in this section shall cover the normal wear and tear which affects member property such as clothing or footwear. Any bargaining unit member who brings personal property to school for use in the regular course of assigned duties which value is in excess of two hundred fifty dollars (\$250) shall, prior to bringing the personal property to school, receive permission from the principal.

The Board's total liability for any one (1) incident will not exceed \$250.00 per bargaining unit member. Lost, stolen, or damaged items will be replaced utilizing normal purchasing procedures after any proof of loss requirements needed for the **school's insurance carrier are met. Replacement or reimbursement will be made when** an insurance claim is not filed, providing the normal purchasing procedures are followed. Any loss shall be reported to the principal within thirty (30) days. The building principal may decline, in writing, to be responsible for such items.

ARTICLE VI

ACADEMIC FREEDOM AND INDIVIDUAL RIGHTS

Academic freedom shall be guaranteed to members within the confines of the Constitution of the United States.

The Board agrees that all members of the instructional staff are entitled to all rights of citizenship regardless of race, color, age, creed, sex, sexual orientation or place of origin.

The Board further agrees that the private and personal life of any member is not within the appropriate concern or attention of the Board as a condition of employment or renewed employment, except as it affects his/ her performance as a member.

The Board further agrees that complaints of parents and/or students directed toward members of the instructional staff shall be handled according to the Complaint Procedure of this agreement.

Members shall be responsible for dressing in a professional, safe, and job-appropriate manner.

ARTICLE VII

COMPLAINT PROCEDURE

Complaints about members of the bargaining unit which may be legally handled by the Board and the Administration and which the Board and/or the Administration deems significant enough to investigate shall be handled in accordance with this procedure:

Step 1: With the exception of Title VII of the Civil Rights Act of 1962 as amended, when a complaint is made by a parent or a student or any other member of the public, the principal shall notify the member within two (2) work days of receiving said complaint. If, after investigating the complaint, the principal determines that the complaint has merit, he/she shall institute the complaint procedure commencing at either step two (2) or step three (3) of the procedure depending upon the nature of the complaint. If the complaint is Title VII in nature, it shall immediately be reduced to writing to allow for documentation of Title VII complaints and resolutions.

- Step 2: The principal shall arrange an informal conference with the complaining party and the member of the bargaining unit involved in an effort to resolve the complaint. If the complaint is not satisfactorily resolved at this step, the complaint must be reduced to writing and submitted at Step 3.
- Step 3: If the complaint is not satisfactorily resolved at Step 2, or is submitted at this step, a conference will be arranged by the principal which shall include the complaining party, the member and the principal to resolve the problem. The principal shall summarize the issue as presented at the conference with a copy forwarded to the member, the complaining party and the superintendent.
- Step 4: If the complaint is not resolved satisfactorily at Step 3, a formal conference will be held with the superintendent. Each party may be represented by counsel or a representative of choice. A copy of the superintendent's summary will be forwarded to the member and the complaining party.
- Step 5: If the superintendent is unable to resolve the complaint satisfactorily, the complaint will be referred to the Board with a copy of the principal's summary and a copy of the superintendent's summary. The complaint will be forwarded to the Board prior to the meeting in which it will be discussed. Such discussion will be held in executive session with the member and his/her counsel or representative of choice, the principal, the superintendent, and the complaining party.

No reprisal shall be made against the member involved in the complaint procedure without due process.

A bargaining unit member may be represented by counsel or a representative of choice beginning with Step 3 of this procedure.

Any complaint received by the superintendent and/or Board shall be referred to Step 1 of this procedure.

ARTICLE VIII

EVALUATION PROCEDURE

A. PURPOSES

The purposes of evaluation shall be as follows:

1. To assist the member in evaluating himself/herself in achieving the Board established job performance expectations in the areas of assigned responsibility.
2. To provide evidence of a member's performance.
3. To provide information for consideration of advancement or the award of continued employment.
4. To assist the member in improving instruction and effectiveness.

B. EVALUATION PROCEDURE

1. Members other than substitutes who spend half or more their work time providing student instruction shall be evaluated in accordance with Sections 3319.111 and 3319.112 of the R.C. and the Framework adopted by the State Board of Education. As the evaluation framework and state law continue to evolve, the superintendent and LHEA President may agree on changes in procedure through memoranda of understanding.
2. Other bargaining unit members shall be evaluated in accordance with the evaluation procedure in effect in the 2012-13 school year unless and until the parties by written Memorandum of Understanding signed by the LHEA President and superintendent agree on an alternative procedure(s).

C. TRANSITION TO STATE-MANDATED EVALUATION APPROACH

1. Value-added data taken in one school year shall be used by shared attribution with performance ratings that are determined in the next school year to achieve a summative evaluation rating. (For example, if the Board's **value**-added data is improved, that improvement shall be the student growth measure for all members for the school year.) However, if during the term of this Agreement the Ohio Department of Education is able to provide data on student growth measures for a current school year

before May 1, then such current school year data shall be used for the evaluation that must be completed by that May 1 in lieu of the student growth data from the previous school year.

In calculating student academic growth for an evaluation, a student shall not be included if the student has forty-five (45) excused or unexcused absences for the school year or such lower number of absences allowed by law.

2. The Board and administration shall not base a decision to nonrenew or terminate a member on value-added data prior to June 30, 2016.
3. Expedited Grievance Challenge – Member Evaluation.
 - a. If an employee believes the evaluator has violated the procedure or **that the evaluator’s judgment or conclusion is arbitrary, capricious** or unreasonable, the employee must file a written grievance at Level 1 within fourteen (14) calendar days as defined by the employee’s receipt of the signed and final version of a written evaluation for the particular school year or part of a school year.
 - b. The superintendent and/or Designee(s) shall meet within fourteen (14) calendar days of a written evaluation grievance with the LHEA President and/or OEA consultant and discuss the grievance(s) to attempt to understand and resolve the grievance(s). Within fourteen (14) calendar days of such meeting if the LHEA wishes to appeal to arbitration, the LHEA may notify the Board of Education in writing of its intent to submit the matter for expedited arbitration. The arbitrator shall be chosen from a mutually agreed upon panel of arbitrators, in rotation.

ARTICLE IX

CONTRACT SEQUENCE

The sequence of limited contracts shall be:

Upon initial employment	-	A one (1) year.
Upon reemployment for the second contract	-	A one (1) year.
Upon reemployment for the third contract	-	A two (2) year.
Upon reemployment for the fourth contract	-	A three (3) year.

A one (1) year probationary contract may be granted during the sequence of contracts prior to the issuance of a three (3) year limited contract, provided written concerns along with written suggestions for improvement accompany the probationary contract. This one (1) year probationary contract may be issued one (1) time during the sequence of contracts. (1-1-1-2 or 1-1-2-1).

A bargaining unit member who becomes eligible for a continuing contract during the term of a multi-year limited contract may be considered for a continuing contract by notifying the superintendent in writing by October 1 that he/she anticipates becoming eligible for a continuing contract and by submitting the necessary documentation by March 15. Notwithstanding any past practice prior to 2016-17 to the contrary, the parties agree that each eligible member who timely requests consideration for a continuing contract under this paragraph shall be considered on his/her own individual merit. The specific instructions for applying for a continuing contract can be found in **Board policy #3124 via the link to the Board's policies on the District's web site.** If the early request for a continuing contract is denied, the member will continue to serve out the remaining year(s) on his/her limited contract.

If the Administration is unable to complete a required evaluation because the member whose contract is due to expire is on an approved leave of absence, the member shall have his/her contract extended for one (1) year so that the evaluation requirements of Article VIII of this agreement can be met.

ARTICLE X

PROFESSIONAL PERSONNEL RECORDS

The State Department of Education requires that certain personnel records be kept up to date and in a folder for reference at all times. These personnel records are to be filed in the central office of the school district.

Materials placed in a member's personnel file shall be directly related to the member's assignment. In addition to being directly related to the member's assignment, materials shall be relevant, accurate, timely and complete.

Members shall have the right to have access to their personnel file in the presence of the superintendent or designee. This access will ordinarily occur during the normal work day providing it does not interfere with the member's assigned duties and is reasonably possible within the member's schedule. A representative of the LHEA may, at the member's request, accompany the said member in such a review. If a conference is requested with an administrator regarding personnel files, twenty-four (24) hours notice shall be given to the administrator.

A written notice of any complaint or criticism, placed in a member's personnel record, will be forwarded to said member at the time of its placement.

A copy of any material in a member's personnel record will be provided to the member as long as the request is reasonable, in terms of time, volume and frequency.

No information which comes from an anonymous source shall be placed in a member's personnel file which comes from an anonymous source nor shall such information be made a matter of record.

Any member who disputes the accuracy, relevance, completeness or timeliness of material contained in his/her personnel file shall be able to proceed under the provisions of Section 1347.09 and 1347.10 of the R.C.

Access to public personnel records shall be in accordance with the provisions of Section 149.43 of the R.C.

A member shall be verbally notified within twenty-four (24) hours of any person(s) other than authorized school personnel requesting to see a member's personnel file. The statutorily appointed school district legal authority shall also be notified to advise and direct the Administration in responding to said request. The member shall be

granted the right to be present and to have a representative present in the event a person other than authorized school personnel is legally authorized to see a member's file.

In the event a member cannot be notified within the twenty-four (24) hour period, the member shall be notified by U.S. Mail of the date and name of the party requesting to see the member's file. A carbon copy of the notification shall be sent to the LHEA President. Information which a member wishes to have placed in his/her personnel file shall be so placed, except that the Administration may refuse to place said information that is inaccurate, irrelevant, incomplete or untimely in the member's file.

Upon a member's written request, disciplinary documents placed in the file will be expunged as follows:

Written reprimand:	3 years after the date of filing
Suspension:	5 years after the date of filing
Violence, abuse or Violation of civil rights	Record will never be removed from file

Documents removed under this Article shall be removed in the presence of the superintendent/designee and LHEA President/designee.

ARTICLE XI

TERMINATION AND NON-RENEWAL

A. TERMINATION OF EXISTING CONTRACT

The termination of a member's contract shall be in accordance with the provisions of Sections 3319.16 and 3319.161 of the R.C.

New employees hired under a one (1) year limited contract pending a Criminal Records Check and which check proves to be unsatisfactory in accordance with Am. Sub. H.B. 152 or Am. Sub. S.B. 38, shall be terminated immediately and such termination shall not be appealable to the Courts nor be grievable.

B. NON-RENEWAL OF CONTRACT

1. The non-renewal of a member's contract shall be in accordance with the provisions of Section 3319.11 of the R.C.

2. The non-renewal of a three (3) year limited contract shall be for just cause.
3. The provisions of this Article shall not apply to the non-renewal of supplemental limited contracts.

ARTICLE XII

REDUCTIONS IN PERSONNEL

If the Board determines it necessary to reduce the number of bargaining unit positions under R.C. 3319.17, for adverse financial reasons, or because programs have been abolished, the following procedure shall apply:

- A. Reductions shall be made by suspending contracts based upon the superintendent's recommendation. Those contracts to be suspended will be chosen as follows:
 1. All members of the bargaining unit will be placed on a seniority list for each teaching field for which they are properly certificated. Members serving under continuing contracts will be placed at the top of the list, in descending orders of seniority. Members serving under limited contracts will be placed on the list below under continuing contract members, also in descending order of seniority.
 2. Seniority will be defined as the length of continuous service in a bargaining unit position under regular contract in this district. Seniority will begin to accrue as of the member's most recent date of hire.
 - a. Board approved unpaid leaves of absence will not interrupt seniority, but time spent on such leave shall not count toward seniority.
 - b. Seniority will continue to accrue during all Board approved paid leaves of absence.
 - c. Time spent in a non-bargaining unit position shall not count towards the accrual of seniority, but shall not constitute a break in seniority.
 - d. If two or more members have the same length of continuous service, seniority will be determined by:

- the date of the Board meeting at which the member was hired, and then by;
 - the date the member signed his/her initial employment contract in the district, and then by;
 - any remaining ties will be broken by lot.
3. The superintendent will recommend reductions in force in a teaching field by suspending the contract of the member lowest seniority among the members in that area of certification. Upon notification of the **superintendent's action**, that member may decide to displace a member holding the lowest rank of seniority in a second field in which the former member is also certified providing the following provisions must be met:
- a. He/she must have taught at least 90 days during the immediate past **five (5) years, or...**
 - b. He/she must have taken a refresher course of two (2) or more semester hours or three (3) or more quarter hours credit in his/her second field of certifications during the immediate past five (5) years **or...**
 - c. Upon being notified of his/her contract suspension resulting from a reduction in force, he/she has enrolled in a course such as that described in A.3.
- B. The names of members whose contracts are suspended in a reduction in force will be placed on a recall list for up to twenty-four (24) months from the time of the reduction. Members on the recall list will have the following rights:
- 1. No new members will be employed by the Board while there are members on the recall list who are certificated for the vacancy and have met a qualifying provision listed in A.3.
 - 2. Members on the recall list will be recalled in order of seniority for vacancies in which they are certified and meet at least one of the provisions outlined in A.3.
 - 3. When a vacancy occurs, the Board will notify by certified mail all members on the recall list who are qualified for the position. All members notified must respond in writing to the district office within seven (7) days of receipt of the notification or forfeit all recall rights.

4. Upon acceptance of the terms of reemployment, a member will return to active status, retaining his/her former seniority level, sick leave accumulation, and position on the salary schedule.

ARTICLE XIII

VACANCIES, TRANSFERS, AND PROMOTIONS

A. STAFF ASSIGNMENTS

Staff assignments are made by the superintendent.

B. NOTICE OF VACANCIES

1. During the school year, all members will be notified via electronic mail (LACA or a secondary e-mail if provided by the member) of all permanent or temporary vacancies as soon as a retirement or resignation letter or notice is received and acted upon by the Board and/or a new position is created by the Board and prior to official action to fill the vacancy on a permanent basis. At the request of a member, summer vacancies shall be notified in writing via the postal service. The form of the vacancy notification shall be at the discretion of the superintendent but clearly identifiable as a vacancy notice. The Board will act upon resignation or a retirement within two (2) Board meetings from receipt of request. No employment of an outside applicant shall be recommended until a reasonable attempt has been made to notify a member about the vacancy in which they have expressed an interest.
2. Members desiring consideration for possible reassignment must notify the superintendent on the job survey form by April 1. Such form shall include a section for the member to list all positions for which he/she desires to be considered.

Members desiring a specific position (per the online job survey Appendix 2) will be contacted by the superintendent or his/her designee if the position becomes available. After July 10, it is recognized that positions must be filled expeditiously and members wishing contact as to a position or positions are responsible for making their whereabouts readily available in writing to the Board.

C. TEACHING ASSIGNMENTS

1. In the event more than one (1) member submits, in writing, a desire for a particular assignment, preference shall be given to the member with the greater seniority who is certified for the assignment if deemed equally qualified by the superintendent. The superintendent may include an interview in the selection process.
2. Vacancies that occur during the school year may be filled on a temporary basis for the remainder of the school year. In such cases, the provisions above will still be followed. If filled on a temporary basis, the vacancy will be open to new applicants as any other vacancy at the end of the school year.

Members hired to fill vacancies on a temporary basis shall be notified that their assignment is temporary.

D. RETURN FROM LEAVES OF ABSENCE

When returning from an approved leave of absence, a member is entitled to assume the same position (subject, grade level and building) as held prior to the leave if said position remains in the Board program. For the purposes of this article, said position shall be determined not to exist if the number of positions is reduced due to a decline in enrollment and/or the elimination of a program/course.

E. INVOLUNTARY TRANSFER AND/OR REASSIGNMENT

1. Any involuntary transfer or reassignment will be made only after a meeting between the member involved and the principal, at which time the member will be notified in writing of the reasons. The member may at his/her option have a local representative of his/her choice be present at such meeting. Should the transfer/reassignment not be made on a seniority basis, the principal shall present his/her criteria and rationale for the decision.
2. Any reassignment made pursuant to this policy shall be clearly in the best interest of the school Board as determined by the superintendent.
3. A member being involuntarily transferred or reassigned will be placed only in a position for which such member is certificated or can be certified.

ARTICLE XIV

CLASS SIZE AND MEMBER LOAD

The Board shall employ not less than forty (40) classroom members per one thousand (1,000) students in Average Daily Membership (ADM) as determined pursuant to Section 3317.02 R.C. ADM does not include students attending the Joint Vocational School or counted in division (M) or (N) or Section 3317.024 of the R.C. ADM minus the Full Time Equivalency (FTE) of seventy-five percent (75%) students enrolled in vocational programs in the high school.

Classroom member, for the purpose of the article, is defined as a certificated employee providing direct instruction to pupils, excluding members funded from money paid to the district under Division (I) of Section 3317.024 R.C. or from federal sources; educational service personnel; and vocational and special education members.

Class size at all levels will be as equitable as possible and shall be within any and all state standards. Members shall be given advance notice of new students enrolled during the school year.

All support and assistance personnel will be equitably distributed between all regular and special members (exclusive of physical education, music, art, and LD tutors) at the elementary schools. The distribution of such support and assistance shall be made by the building Principal after consultation with the faculty of the building.

The Administration shall make every possible effort to keep all class sizes at less than thirty (30) pupils.

The Administration shall make every possible effort to keep all middle school and high school class loads at less than one hundred seventy-five (175) pupils per day. Middle school students included into high school classes shall be counted as regular classroom students for class size purposes. High school students will have first priority for class scheduling purposes.

If the student/teacher ratio in a study hall exceeds sixty (60) to one (1), two (2) adults will be assigned to the study hall during that period.

Certain activity classes shall be excluded from the previous two (2) provisions (e.g., music, art, physical education), however, excess class sizes will also be avoided in these areas.

Middle school and high school members shall not normally be assigned more than three (3) preparations for any given day. However, if district program needs dictate a larger number of preparations for some members at the high school and middle school, the assignment of additional daily planning/conference periods, supervisory periods, and the elimination of daily homeroom responsibilities will be used as special consideration for those members with a high number of preparations and/or pupil loads.

A "preparation" shall be defined as "a teaching assignment at a different grade level, subject and/or an assignment for which a member must prepare daily lesson plans and materials."

The administration will make every effort to minimize annual scheduling revisions, create equitable schedules and provide criteria and rationale for the schedule when requested.

Lesson plans shall be in accordance with the guidelines as presented in the faculty handbook adopted by the Board of Education.

Members shall provide a copy of their lesson plans, daily classroom routine, and list of duties to the building Principal as directed, but not more often than once per week, for distribution to substitute members. Such lesson plans and schedules of daily school routines and list of duties of the member being replaced shall be provided to the substitute by the building Principal.

Lesson plans shall be returned to the member at the end of each semester, if requested.

The following procedures shall be followed for placing students with active IEP's in the regular classroom:

A. The regular classroom member shall be invited to participate in the development and implementation of the IEP to foster optimum educational growth and development.

B. In-service education shall be provided regular classroom members who are assigned students with an active IEP.

C. Members shall not be required to dispense medication. Exceptions may apply during field trips and/or emergency situations.

D. Special custodial care requirements, administration of medical procedures, and/or special related services shall be identified in the development of the IEP in addition to whose responsibility it shall be to provide.

ARTICLE XV

MEMBER DAY

A. MEMBER DAY

The member day at the elementary level (PK - 5) shall not be more than four hundred thirty (430) consecutive minutes. At the middle school (6 - 8) and high school levels (9 - 12) it shall be not more than four hundred forty-five (445) consecutive minutes.

It is recognized that due to the nature of the work, the shorter elementary work day is offset by the time spent in classroom preparation prior to the beginning of the year. The administration may ask member to report up to 21 ½ hours of such preparation time on an approved tracking form.

The workday for members shall include at least thirty (30) minutes in total at the beginning and/or following the end of the student day, all inclusive, free of assigned student instruction.

Nothing herein shall be construed as prohibiting the administration from requiring a member to be at his/her duty station during these periods.

The student day shall be determined by the superintendent and the appropriate principal.

B. STAFF MEETINGS

Members may be required to attend one (1) staff meeting per month. Staff meetings shall be used to communicate relevant building and staff information and concerns and shall not exceed the consecutive minutes in Section A by more than sixty (60) minutes. If a situation arises that a staff meeting needs to be held at another time during the normal work day, it will be no longer than thirty (30) minutes in duration, with no other staff meeting scheduled that month or during early release times.

C. DUTY FREE LUNCH

All members shall have a duty free uninterrupted lunch each day of not less than thirty (30) consecutive minutes. Members shall be free to use their lunch period as they choose.

D. PLANNING/CONFERENCE TIME

During the member work day, Members shall have two hundred (200) minutes of planning/conference time per week. Planning/conference time will be used primarily for completion of those tasks the member deems necessary for the performance of his or her job related responsibilities. Planning/conference time may also be used for conferring with parents and/or administrators and for member initiated conferences with students. Planning/conference time for members shall be exclusive of their duty free lunch and the required time at the beginning and end of each day.

Planning/conference time at the elementary level will be provided chiefly as a result of the employment of members in special areas such as music, art and physical education.

Part-time members shall be given a daily paid planning/conference time on a pro-rata basis.

F. ADDITIONAL REQUIREMENTS

1. Professional staff members will be free to leave the school grounds without permission during unassigned times. In case of an accident or emergency which necessitates an employee to leave school grounds, the employee shall notify the Principal or his designee before leaving.
2. Professional staff members may leave the school grounds during planning/conference period only with permission of his/her principal. When the principal is not available, approval may be granted by his/her designee.
3. In primary and elementary schools, regular members will not be required to remain in the classroom when special area members (i.e., physical education, art, music, etc.) are instructing.
4. No professional staff member, against his/her will, shall be assigned class outside the scope of his/her certification.

Members volunteering to teach an assignment outside his/her certification shall be given a mutually agreed upon period of time to prepare for the assignment before assuming the responsibility.

5. The length of the workday for counselors, librarians, nurses, speech therapists, and other professional staff members of the bargaining unit will correspond to the length of the workday for regular members.

6. Bargaining unit members shall not be required to make up assigned duties while on an approved leave except by mutual agreement between the administration and the staff.

G. The approved school calendar shall be posted on the district website.

H. Open House/Curriculum Night

Grades K-5 may provide one (1) (voluntarily) member-parent curriculum night that takes place after normal school hours, not to exceed 1.5 hours. Grades 6-12 may provide one (1) (voluntarily) member-parent Open House night that takes place after normal school hours, not to exceed 1.5 hours. K-12 members may voluntarily prepare informational packets to parents as handouts for these events.

I. Sneak a Peek Event

Grades K-5 may hold a **"Sneak a Peek" event on the first Members' Work Day** with a specific two (2) hour timeline that the LHEA and the Administration mutually agrees upon, but not to exceed the normal work day hours.

J. Kindergarten Screenings and Registration(s)

All Kindergarten registrations will be held during the normal school day. There will be no evening or after-school registration involvement by LHEA members. All kindergarten screening(s) will be completed during the normal contracted workday prior to the first day of kindergarten classes. Any deviation from this will require prior and mutual LHEA and Administrative approval.

K. Grade Level/Curriculum Meetings

All grade level/curriculum meetings will be held during the normal workday with substitute member coverage for all members involved.

Grade level chairs and/or department chairs paid by a supplemental may meet after normal working hours.

ARTICLE XVI

TEACHING ASSIGNMENT DURING PLANNING/CONFERENCE PERIOD

A member may be requested by the building principal or his/her designee to waive his/her planning/conference period to assume the responsibilities of supervising a class if a substitute member is unavailable. A member may be requested to temporarily accept all or part of another member's class in addition to his/her own assignment.

Any member who agrees to such requests shall be paid at the rate of twenty-four dollars (\$24.00) per hour prorated on fifteen (15) minute segments. Should an absent member's class be divided amongst two (2) or more members, the twenty-four dollars (\$24.00) per hour rate shall be pro-rated based upon the number of members covering said class. (e.g. three (3) members shall receive eight dollars (\$8.00) per hour.)

Special education members **responsible for preparing IEP's/MFE's shall receive two (2)** additional days release time during the school year for the completion of such program reports.

This article shall be enforceable for all bargaining unit members.

Requests under this policy shall be kept as few as possible.

Any additional compensation earned on this basis shall be reflected in the payroll not later than the subsequent payroll period. It shall be the responsibility of the building principal to report to the Board Treasurer, at least weekly, any compensation earned by members under this policy.

ARTICLE XVII

LEAVE PROVISIONS

A. LHEA LEAVE

1. The LHEA will be granted the use of LHEA Leave not to exceed six (6) days annually for officers and delegates attending meetings or conferences of the State, Board, or National Association.
2. The LHEA will be granted two (2) representatives to share LHEA concerns with building principals at the commencement of each Principals Meeting, which are scheduled by the superintendent.
3. The LHEA will also be granted representation on the Board's **Insurance** Committee.

B. JURY DUTY – WITNESS LEAVE

1. The member shall make application for jury duty or witness leave through the Principal to the superintendent immediately upon notification that he/she has been selected.
2. The member shall furnish the Treasurer signed supporting documents to substantiate his/her call to jury duty, the number of days served, and the amount paid for services.

C. MILITARY LEAVE

Military leave shall be granted to members as provided in R.C. 3319.14.

D. PERSONAL LEAVE

1. Each employee shall be granted not more than three (3) days per school year for the purpose of conducting personal business which cannot be conducted at times other than during the regular school day.
2. Said leave shall not be accumulated from one (1) year into the next. (Year is defined as July 1 - June 30).
3. Written application on forms provided by the Board of Education for personal leave shall be signed by the applicant and submitted to the office of the principal at least seventy-two (72) hours prior to the day such leave is to be taken. When emergency situations arise, making this compliance

impossible, the superintendent shall be advised at the first opportunity and the written application for personal leave shall be submitted to the superintendent within three (3) days after date of absence.

4. Personal leave may not be used immediately preceding or following a holiday or vacation without a written explanation provided to the superintendent.
5. Not more than ten percent (10%) of the members assigned to a building may have personal leave approved for any one (1) day.
6. Members will not be required to state any specific reason for personal leave.
7. Personal leave may be granted in quarter day increments.
8. Additional days of personal leave may be granted by the superintendent in special circumstances determined by the superintendent.
9. If a bargaining unit member has any unused personal days, they shall be converted to sick leave and added to the member's sick leave accumulation **or be paid out as "per diem" for all unused personal days.** Members will complete a form of preference by the last day of school. Payment will be made by the first pay of July. Failure to complete form will result in automatic conversion to sick leave.

E. DISABILITY LEAVE

1. Members may use accumulated sick leave or advancements thereof, as authorized by the Board, for absence due to disability.
2. Members for whom sufficient sick leave is not available to cover the probable period of disability shall be entitled to an unpaid leave of absence for that period not covered by sick leave, not to exceed six (6) weeks in total. Extension beyond the six (6) weeks period shall be granted upon the receipt of a statement by the member's attending physician that an extension is required. A probable return to duty date shall be included in the statement by the member's attending physician. If the extension will be for an additional lengthy period, the administration shall investigate whether the member is placed on an ill health leave as prescribed by the R.C.

3. Prior to returning to duty, the member shall furnish a signed statement from his/her attending physician that he/she is physically able to perform his/her assigned duties.
4. Application for a leave of absence due to disability shall be submitted in writing. The application shall include a statement from the member's physician that he/she is unable to perform his/her assigned duties.
5. Members on unpaid leaves of absence due to disability shall have the option of continuing normal fringe benefits at the expense of the member providing the insurance carriers approve. Payment shall be arranged with the Treasurer prior to the stated date of such leave. Failure to make the appropriate payment on the date specified by the Treasurer shall result in the cancellation of said fringe benefits. Member will only be required to pay only the **employee's portion of premium.**
6. Members on disability leave shall be entitled to reinstatement at the expiration of the period of disability to the same assignment as held prior to disability leave.
7. Except as otherwise provided, leave authorized pursuant to this Section, Paragraph 2, shall not extend beyond the current school year.

F. UNPAID LEAVES OF ABSENCE

1. Upon written request of a member, the Board may grant a leave of absence for a period of not more than two (2) consecutive school years. Upon subsequent request, the leave may be renewed by the Board.
2. Said unpaid leaves shall be available to members for study, travel, exchange teaching, child rearing (whether following birth or adoption), and other such activities as approved by the Board.
3. Said unpaid leaves may commence at any time and shall be for a period of time not less than the remainder of the current semester.
4. Application for unpaid leave shall contain a proposed date for the commencement of the leave and the date of intended return to active service.
5. Upon return from said leave, the member shall be entitled to assume the same position (subject, grade level and building) as held prior to the leave if said position remains in the Board program. For the purpose of this article, said position shall be determined not to exist if the number of

positions is reduced due to a decline in enrollment and/or the elimination of a program/course. If the initial period of said leave is extended, the Board's only obligation shall be to return the member to any position for which the member is certified or certifiable.

6. If the member desires to return to active service prior to the stated date of return on the application for leave, the member shall notify the superintendent, in writing, that an early return is requested and the date upon which the member wishes to return. Upon the recommendation of the superintendent, the Board of Education may authorize the early return of the member. If the early return is authorized by the Board, the member shall return on the date authorized which shall be at the beginning of the next grading period. The member shall be placed in a position assignment as agreed to by the Board and the member, in writing, prior to the authorization by the Board.
7. The only restriction on said unpaid leaves shall be that any member granted such leave shall have completed not less than two (2) consecutive years of service to the Board at the time of the application for said leave, and, not more than ten percent (10%) of the members of the bargaining unit shall be on leave at one time.
8. Members on unpaid leave shall notify the superintendent in writing no later than April 1 of their intention to return to duty upon the expiration of their authorized leave. If notification is not received by the above date, the Board shall declare the position vacant and the member shall have his/her contract nonrenewed/terminated.

G. SHORT-TERM UNPAID LEAVES OF ABSENCE

1. Members may be granted unpaid leaves of absence for periods not to exceed five (5) working days.
2. Members granted said leave shall be docked at their per diem rate for each day of approved leave and said docking shall be reflected in the next regular pay period(s) following return from said leave.
3. No member shall be granted more than one (1) said leave in a school year.
4. Members shall normally apply for such leave as soon as possible but no less than two (2) weeks prior to the planned commencement of the leave. Exceptions to this time limit may be granted by the superintendent based upon individual unique considerations.

5. The superintendent shall respond to any request for said leave as soon as possible.

H. SICK LEAVE

1. Each member of the bargaining unit employed on a full-time basis shall be entitled to accrue fifteen (15) days of sick leave per year which shall be credited at the rate of one and one-fourth (1¼) days per month, effective the beginning date of his/her contract.
2. Each member of the bargaining unit employed on a part-time basis shall be entitled to accrue fifteen (15) days of sick leave per year which shall be credited at the rate of one and one-fourth (1¼) days per month, effective the beginning date of his/her contract. Each day of accumulation shall be a pro-rated day equal to the number of hours employed.
3. All sick leave days accumulated by a member of the bargaining unit employed on a part-time basis shall be converted on a pro-rated basis in the event of full-time employment. (Example: thirty (30) days for a half time employee equals 15 days for a full time employee.)
4. All employees shall be granted five (5) days of sick leave credit beginning with the first day of duties in their first year.
5. The total accumulation of sick leave shall be three hundred twenty (320) days.
6. New employees shall provide a certified record of their accumulated sick leave from their former employer: new employees transferring from another Ohio public agency or school district shall be credited with the unused balance of the employee's accumulated sick leave as certified by the former employer provided that their employment in the school district takes place within ten (10) years of the date of last termination from public service.
7. Sick leave may be used for the following reasons upon approval:
 - a. Personal illness.
 - b. Pregnancy.
 - c. Injury.

- d. Exposure to contagious disease which could be communicated to others.
 - e. Illness or injury in the bargaining unit member's immediate family.
 - f. Death in the immediate family.
8. The immediate family is defined as: spouse, children, father, mother, sister or brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, foster children, step-children, grandparents or grandchildren. Other relatives, friends, or persons having a special relationship to the member may be included providing it is recommended by the superintendent and approved by the Board.
9. Death in the immediate family shall include all of the bargaining unit member's family identified in item 8 above in addition to those determined to be such by the responsible administrative officer.
10. After one (1) week of consecutive absence on sick leave for the purpose of personal illness, the unit member may be asked to provide rationale detailing their wellness to return to work.
11. Falsification of a statement is grounds for suspension or termination of employment under Section 3319.081 and 3319.16 of the R.C. Any abuse or pattern use of sick leave shall be just and sufficient cause for disciplinary action.

Pattern abuse is consistent periods of sick leave usage, for example:

- a. Before and/or after holidays;
- b. Before and/or after weekends or regular days off;
- c. After pay days;
- d. Any on specific day;
- e. Half days;
- f. Continued pattern of maintaining zero or near zero leave balances;
or
- g. Excessive absenteeism.

12. Members of the bargaining unit who use three (3) days or less of sick leave per year shall be granted a salary supplement as follows:
 - a. Three (3) days of use - One-half ($\frac{1}{2}$) day of salary reimbursement
 - b. Two (2) days of use -One (1) day of salary reimbursement
 - c. One (1) day of use -One and one-half ($1\frac{1}{2}$) days of salary reimbursement
 - d. No days used -Two (2) days of salary reimbursement
13. Said salary adjustment shall be made in a lump sum payment on the first pay in July.
14. Sick leave shall be taken in quarter ($\frac{1}{4}$) day increments.

I. PROFESSIONAL DEVELOPMENT & LEAVE (PROFESSIONAL MEETINGS)

1. Upon approval of the superintendent, a member may attend professional meetings, conferences, visitations, or business of the Board to provide professional staff members the opportunity to advance professionally in accordance with Section 3313.20 of the R.C.
2. Professional staff members who attend such meetings or conferences on business of the Board shall be considered assigned to duty with full payment of salary. Staff members will be required to report or share their learning.
3. All professional staff members are encouraged to participate in professional activities of educational organizations which operate for the benefit of the school, **with connection to the staff member's IPDP or** building or district goals. These include membership and holding office in professional organizations, participation in curriculum studies, and educational leadership in experimental programs.
4. When the superintendent considers a meeting to be important to the welfare of the school, he has the authority to ask the professional staff to designate a representative to attend.
5. Reimbursement will be paid for the necessary and reasonable expenses of: (Note –items b through e – sales tax will not be reimbursed)

- a. Use of privately owned automobile on a cents per mile basis at the current mileage rate in Article XVIII.
 - b. Commercial carrier fare supported by receipts.
 - c. Meals and expenditures supported by receipts.
 - d. Lodging supported by receipts.
 - e. Fares, tolls, phone calls, fees and expenses of conducting business, and other miscellaneous expenses – supported by receipts.
6. Request for professional leave shall be made in writing to the superintendent at least two (2) weeks prior to the scheduled meeting date, unless knowledge of the meeting comes after the deadline. All requests shall be made on an electronic form provided by the Board.
 7. Professional leave days will be granted at the discretion of the superintendent or designee.
 8. The district will schedule the equivalent of no less than 25% of in-district professional development/in service in no less than two (2) hour increments, for member-directed activities, such as record-keeping, collaboration, TBTs, scheduling, etc.
 9. Each year there will be a day designated on the official school calendar on which no students or members will report. The time of this day will be used to offset the time of members working at after-school activities. The list and time value of approved activities will be approved by the curriculum council annually.

J. ASSAULT LEAVE

Consistent with Section 3319.143 R.C., the Board shall grant a fully paid leave of absence to any member who is absent due to a disability resulting from an assault which occurs in the course of Board employment. The physical disability shall be verified by a physician. Mental disability shall be verified by a psychiatrist or psychologist. No member shall use more than thirty (30) days per year for such leave. The member shall receive all the regular benefits during the period of such leave, shall have the right to return to the same position(s) occupied prior to the leave, and said days shall not be charged against the member's accumulated sick leave.

K. SICK LEAVE BANK

The Board and the LHEA hereby agree to establish a Sick Leave Bank on the following basis:

1. An annual enrollment period shall be established between September 1st and September 30th for each member of the bargaining unit to voluntarily donate a maximum of one (1) day of their accumulated, but unused, sick leave days to a Sick Leave Bank. Only bargaining unit members who enroll in the Bank by donating one (1) sick leave day may withdraw from the Bank.
2. If the total number of days in the Bank drops below fifty (50), every enrolled bargaining unit member will be asked to donate one (1) additional day. Bargaining unit members who had not previously enrolled may donate one (1) day to enroll at this time.
3. A Committee comprised of the superintendent or his/her designee, the President of the LHEA, or his/her designee, one (1) building Principal chosen by the Superintendent, and two (2) LHEA members chosen by the LHEA President, shall administer the Bank. The Committee shall develop the approved form of communication, media and format and shall approve applications at its discretion. The superintendent and/or his/her designee shall serve as chairman.
4. Bargaining unit members who have exhausted all of their sick leave accumulation and available personal leave, who have developed a serious catastrophic or incapacitating illness or injury which is not likely to permanently disable the bargaining unit members as defined by the following criteria, and who have contributed to the Sick Leave Bank may request sick leave days from the Bank. A member may not withdraw days from the Bank for elective procedures.
5. The bargaining unit member must first submit to the superintendent or Designee a written medical certification completed by a qualified physician or health care provider, **at the member's sole cost, indicating the member's serious, catastrophic or incapacitating illness or injury and the expected period of the actual physical or mental incapacity.** Upon review, the superintendent and/or Designee may request additional information from the member and/or the physician/health care provider who provided the medical/health care certification. Additionally, the superintendent or Designee may obtain a second opinion consistent with provisions of the Family Medical Leave Act (FMLA).

A serious catastrophic or incapacitating illness or injury must meet the following criteria:

- a. **Causing a direct and immediate threat to a member's life or their dependent;**
- b. Requiring extensive medical care of the member or their dependent; and
- c. Resulting in an extended period of actual physical or mental incapacity of the member or their dependent.

In order to qualify as having a serious, catastrophic or incapacitating illness or injury, a bargaining unit member must satisfy all of the three pre-conditions listed above.

6. Approved bargaining unit members shall be granted up to a maximum of ten percent (10%) of the days from the Bank until such time that the available days are exhausted.
7. The Sick Leave Bank shall not be used as a means for increasing retirement compensation and/or severance pay.
8. Repayment of borrowed days shall cease.

Sick Leave Provisions

- A. Applications for use of the Sick Leave Bank will be given to the President of the Licking Heights Education Association. Each application will list the name of the bargaining unit member requesting the days, the number of days requested, and dates the days will be used, the reason for the request, and, if necessary, an evidence of need.
- B. The request will be reviewed by the Sick Leave Bank Committee of the Licking Heights Education Association and decision reached by majority vote of that Committee. A letter of notification of the granting or rejecting of the request, and, if appropriate, the number of days granted, will be delivered to the applicant within ten (10) days of the request.
- C. Additional days may be requested in the same manner.
- D. Within five (5) days of the granting of days from the Sick Leave Bank, the Licking Heights Education Association will notify the Board Treasurer the number of days

granted and the name of the grantee. The days will immediately be posted to **the applicant's sick leave accumulation account.**

- E. All days donated and used through the Sick Leave Bank will be deducted from the bargaining **unit member's accumulation.**

The Licking Heights Education Association holds the Board harmless against any and all claims relating to the Sick Leave Bank.

ARTICLE XVIII

TRANSPORTATION REIMBURSEMENT FOR TRAVELING MEMBERS

Members who have regular assignments in more than one building, or by nature of their assignment, require travel during their regular day, shall be reimbursed at the prevailing IRS approved rate, but not less than twenty-two cents (\$.22) per mile. Mileage will be measured daily from the first school to the final school. Members will submit travel vouchers and will be paid on the next scheduled check-run following submission.

ARTICLE XIX

SEVERANCE PAY

Severance pay shall be a one-time, lump sum payment to eligible members of the bargaining unit according to the following provisions:

SECTION I: ELIGIBILITY

A member's eligibility for severance pay shall be determined on the final date of employment. Eligibility criteria are as follows:

1. The unit member must be eligible for either disability or service retirement as of the last day of employment.
2. The unit member shall have not less than five (5) years of service in the Licking Heights Local School Board.
3. The unit member shall submit evidence that he/she has applied for and has been approved for retirement.

4. The unit member shall sign for his/her severance check certifying all eligibility criteria have been met.

SECTION III: BENEFIT CALCULATION

The amount of severance pay due a member shall be calculated as follows:

1. Multiply the unit member's accrued but unused sick leave by one-fourth ($\frac{1}{4}$).
2. Multiply the product times the per diem rate of pay appropriate for that individual's placement on the base salary schedule.
3. The amount of benefit calculated in steps 1 and 2 shall not exceed the value of eighty (80) days of accrued but unused sick leave.

SECTION III: BONUS BENEFITS

Recognition for years of service to the Licking Heights Local School Board shall result in bonus benefits calculated as follows:

- 15 years - maximum benefit extended 1 day.
- 20 years - maximum benefit extended 2 days.
- 25 years - maximum benefit extended 4 days.
- 30 years - maximum benefit extended 5 days.

ARTICLE XX

PAY PERIODS

- A. All members employed in the Licking Heights School Board shall be paid in twenty-six (26) equal gross payments on every other Friday. Due to calendar creep, once every several years there will need to be a three (3) week gap between annual 12-month pay cycles. However, beginning with the pay cycle for the 2017-18 school year, members shall be paid in twenty-four (24) equal gross payments on the ___ and ___ days of the month, provided that the LHESPA has agreed to 24 pays by that time.
- B. Should a payday fall during a scheduled holiday, members shall receive payment on the last business day prior to the holiday.

C. Holidays are defined as:

New Year's Day
Martin Luther King Day
Memorial Day
July 4th
Labor Day
Thanksgiving Day
Thanksgiving Friday, and
Christmas Day

Spring break and Winter break are not to be defined as a Holiday.

- D. The first payday of each year shall be determined by the Treasurer in keeping with Board policy and R.C.
- E. Pay notifications shall be available on the LACA Kiosk.
- F. Members shall file a summer address to which the checks are to be mailed. This address will be in writing and signed as authorizing the Treasurer to mail the check.
- G. Notifications shall be delivered by the end of each payday that school is in session.
- H. Errors in pay in excess of one hundred dollars (\$100) will be adjusted within five (5) school days from the time in which the error is reported. Other errors shall be corrected in the next paycheck.
- I. If a member received an over payment for more than \$100.00, repayment to the Board will be pro-rated over an equal amount of time to be agreed upon by the **employee and the Treasurer's office.**
- J. Members shall have their pay direct deposited. Members may change banks and/or deduction amounts (i.e., amount to savings and amount to checking) at any time during the year upon written notification to the Treasurer.

ARTICLE XXI

AUTHORIZED PAYROLL DEDUCTIONS

- A. Deductions may be authorized for payroll deductions to the Treasurer by the member for the following:
1. FCPE (Fund for Children and Public Education)
 2. Health Insurance Programs
 3. Annuities - Enrollment shall be limited to existing companies and to any additional companies where at least five (5) employees of the Board indicate that they wish to use said company.
 4. STRS Service Credit in accordance with 3307.28 and 3307.281 of the R.C.
- B. Deductions shall be in equal amounts and shall be forwarded by mail depository to the appropriate agencies within twenty-four (24) hours of the pay date on which they are deducted. All such deductions must be authorized in writing by the member on forms prescribed by the Treasurer.
- C. Deductions authorized in writing by members employed after the beginning of the school year shall be appropriately pro-rated as authorized by the member and be in compliance with the other provisions of this article.
- D. Payroll deductions for the payment of membership dues to the Licking Heights Education Association, the Central OEA/NEA, Inc., the Ohio Education Association, and the National Education Association shall be provided by the Board in accordance with the following:
1. Bargaining unit members must submit a written authorization for payroll deductions on a form provided by the LHEA to the Treasurer on or before September 30 of any year the unit member begins payroll deductions under this agreement. The LHEA Treasurer shall notify the Board Treasurer of the amount of dues payable to each LHEA member by September 30.
 2. Deductions shall be in equal amounts and shall be deducted for the balance of the pays in the contract year. Deductions shall be forwarded to the appropriate agencies within the month in which they are deducted.

ARTICLE XXII

ACCESS TO FINANCIAL INFORMATION

The Licking Heights Board Treasurer will forward to the Licking Heights Education Association Treasurer, copies of the following:

- A. Annual Appropriations Resolution adopted October 1.
- B. Official Amended Certificate of Estimated Resources and amendments thereto.
- C. Complete Year End Financial Report, including all receipts by fund receipts and expenditures by Fund/function/object.
- D. One (1) copy of any other routinely prepared information requested in writing by the Licking Heights Education Association.

ARTICLE XXIII

INDIVIDUAL MEMBERS CONTRACTS

The provisions of this Master Contract as ratified by both parties, or as they may be amended by mutual agreement of parties hereto, are hereby incorporated by reference into all individual members regular and supplemental contracts.

All members shall be given an opportunity to provide via the LHEA into the development of the annual school calendar or any modification thereof, prior to official action by the Board. The Licking Heights Education Association will be consulted by the Board prior to Board adoption of its calamity day make-up plan. Through June 30, 2018, members may be required to report to work on cold weather days or other days when driving conditions are safe but the student day has been cancelled. Members will be required to report for five (5) hours on such a day.

The Licking Heights Education Association (LHEA) will be granted forty-five (45) minutes on the first member work day of each year for an LHEA meeting.

Members shall be notified, to the extent possible, of any change in their assignment for the next school year prior to the end of the current school year. Said notice shall include, to the extent possible, building assignment(s) and subject and grade level assignments. When changes in assignment become necessary, members will be sent written notification within forty-eight (48) hours of such change.

Conference day dates shall be scheduled at the discretion of the superintendent and the Board of Education within the school calendar and the five (5) day school week.

Conference dates should be determined no later than September 30 of each year. Approved dates and times will be communicated to each member in writing by the superintendent. The dates for parent-member conferences will be determined by the administration. The schedules for the conferences will be established in each district school building by agreement of the building administration and members.

Two (2) conference days will be scheduled during the school year in accordance with Section 3317.01 of the R.C. (State Foundation Program). One (1) day will be scheduled the first semester and one (1) day will be scheduled the second semester.

Parent-member conference days normally will be held on two successive Thursdays except by mutual agreement by the Principal, Member and the LHEA. Parent-member conferences shall be held for a maximum of three (3) hours each evening. Conferences shall not start sooner than thirty (30) minutes following the end of the member work day, nor end later than 8:30 p.m. Staff members will be dismissed one (1) day per **semester "in lieu" of these days. Such days shall be mutually scheduled in consultation** with the LHEA and shall normally be scheduled in conjunction with other holidays or vacation periods.

Parents who are unable to attend a parent-member conference in the evening shall be scheduled during the day upon request. Parents so requesting shall contact the building principal to arrange a parent-member conference during the member's planning and conference period or at a time mutually agreed upon.

ARTICLE XXIV

FRINGE BENEFITS

A. HEALTH INSURANCE

The Board shall contribute seventy-five percent (75%) of the cost per month toward the family coverage or the single coverage of the Board approved health care plans.

Contribution rates for LHEA members shall not exceed twenty-five percent (25%).

1. Through December 31, 2016, the Board shall provide health benefits through the plans in effect on June 30, 2016.

2. Beginning January 1, 2017, the Board:
 - a. shall no longer provide health benefits to members under the "Base Plus" plan;
 - b. shall continue to offer health benefits to members under the "Base Plan;" and
 - c. shall offer an optional high deductible health plan ("HDHP") with annual individual deductibles of \$3000 and family deductibles of \$6000.

3. With respect to the members who enroll in the HDHP, the Board annually will contribute one-half of the deductible for the applicable enrollment (i.e., \$1500 or \$3000) to a Health Savings Account that will be established for each member enrolled in the HDHP. A member may enroll in either individual or family HDHP coverage in any year but may not thereafter enroll in the Base Plan. The Board shall pay the applicable HSA contribution each calendar year in January if the employee has enrolled for that year in the HDHP, and only in such calendar year(s). If employees are initially employed during the calendar year, or if a member **enrolls in the HDHP during the calendar year due to a "qualifying event" as defined in federal law, the Board's contribution will be prorated based on the full months of coverage remaining in that calendar year compared to twelve (12) full months. (Example: If a new member who enrolls is hired on August 15, 2017, the Board's contribution will be 4/12ths (or 1/3) of what the Board would contribute to the member's HSA for the entire calendar year.)** This amount will be deposited by the Board within thirty **(30) calendar days of the employee's first day.**

B. DENTAL INSURANCE

Beginning July 1, 2004, the Board shall contribute seventy-five percent (75%) per month toward the family coverage or the single coverage of the Board approved dental plan.

- C. There will be an open period for the new enrollment at the beginning of the school year.

- D. Effective July 1, 2000, the Board will provide thirty thousand dollars (30,000) group term life insurance with AD&D for each member of the bargaining unit.

- E. The Board shall provide to the extent available under the Internal Revenue Code and Regulations (Section 125) a premium only flexible spending account for the payment of **unit members' insurance premium contributions on a pre-tax** basis.
- F. The parties agree to establish a joint ongoing insurance committee to review and study funding, structure and design(s) for health insurance and, if the committee believes it is appropriate, make recommendations. The committee shall meet monthly. The LHEA/Board Joint Insurance Committee will consist of up to six (6) persons appointed by the LHEA President and up to an equal number of persons appointed by the superintendent. The parties desire that future increases (after January 1, 2014) in insurance premiums not exceed five percent (5%). If in any year the premium increase will exceed five percent (5%), the Joint Insurance Committee formed under this paragraph shall meet and recommend changes in the Plans to reduce the premium increase to five (5%) or less. If the Joint Committee recommends changes to the Plans by a two-thirds (2/3rds) vote of its full members of the LHEA and Board Joint Committee and the President of the LHEA and the superintendent sign a Memorandum to make those changes, such changes shall be implemented with ratification of the LHEA and without need for further approval by the Board.

ARTICLE XXV

SALARY SCHEDULE

All bargaining unit members shall be paid according to the index salary schedule below.

The base rate of salary shall be the Bachelor's Degree Column, Step 0.

Substitutes who have taught in the same position for one hundred twenty (120) days shall be placed on the salary schedule at their training and experience level.

LD Tutors shall be placed on the current salary schedule in accordance with training and experience prorated on an hourly basis and paid based upon the number of hours employed.

"Experience and training verification must be submitted to the Treasurer no later than September 15 to be eligible for placement on the salary schedule the current contract year. Verification shall be in the form of an official transcript, grade report, or letter signed by the appropriate college official documenting the hours taken and the grade received."

1. The schedules below reflect a one and one-half percent (1.5%) increase in the 2016-17, one and one-half percent (1.5%) increase in the 2017-18 school year, and one and three-fourths percent (1.75%) increase in the 2018-19 school year.
2. There will be vertical movement on the salary schedule in 2016-17 for service of at least one hundred and twenty (120) days for the Board during the 2012-13 school year as well as one (1) year of service credit for the Board during each of the 2013-14, 2014-15 and 2015-16 school years.
3. Horizontal movement (for increased education) shall occur normally.
4. The Five (5) Year training column was eliminated from the salary schedule on July 1, 2013. No member who was placed on the Five (5) Year training column at or above the eight (8)-year experience step in 2012-13 shall have his/her current salary reduced by such elimination.

LICKING HEIGHTS EDUCATION ASSOCIATION
CERTIFIED SALARY SCHEDULE
EFFECTIVE JULY 1, 2016 - JUNE 30, 2019

2016-17									
Base =	\$	BA		MA		MA+15		MA+30	
	35,555	Index	Value	Index	Value	Index	Value	Index	Value
0		1.0000	35,555	1.0600	37,689	1.1024	39,197	1.1465	40,764
1		1.0386	36,929	1.1095	39,448	1.1561	41,104	1.1981	42,598
2		1.0772	38,302	1.1589	41,207	1.2097	43,012	1.2523	44,525
3		1.1159	39,675	1.2085	42,968	1.2634	44,919	1.3065	46,452
4		1.1545	41,048	1.2579	44,727	1.3168	46,818	1.3607	48,379
5		1.1931	42,421	1.3074	46,486	1.3706	48,734	1.4149	50,307
6		1.2317	43,794	1.3569	48,245	1.4243	50,641	1.4691	52,234
7		1.2703	45,167	1.4064	50,004	1.4779	52,549	1.5233	54,161
8		1.3089	46,540	1.4558	51,762	1.5316	54,456	1.5775	56,089
9		1.3476	47,913	1.5053	53,521	1.5852	56,364	1.6317	58,016
10		1.3862	49,286	1.5548	55,280	1.6389	58,271	1.6859	59,943
11		1.4248	50,659	1.6042	57,039	1.6925	60,179	1.7401	61,871
12		1.4634	52,032	1.6537	58,798	1.7462	62,086	1.7943	63,798
13		1.5020	53,405	1.7032	60,557	1.7998	63,994	1.8485	65,725
14		1.5406	54,778	1.7526	62,316	1.8535	65,901	1.9027	67,653
15		1.5406	54,778	1.7526	62,316	1.8535	65,901	1.9027	67,653
16		1.5793	56,151	1.8021	64,075	1.9071	67,808	1.9569	69,580
17		1.5793	56,151	1.8021	64,075	1.9071	67,808	1.9569	69,580
18		1.5793	56,151	1.8021	64,075	1.9071	67,808	1.9569	69,580
19		1.6179	57,525	1.8516	65,834	1.9608	69,716	2.0111	71,507
20		1.6565	58,898	1.9011	67,593	2.0144	71,623	2.0654	73,435
21		1.6565	58,898	1.9011	67,593	2.0144	71,623	2.0654	73,435
22		1.6951	60,271	1.9505	69,352	2.0681	73,531	2.1196	75,362
23		1.6951	60,271	1.9505	69,352	2.0681	73,531	2.1196	75,362
24		1.6951	60,271	1.9505	69,352	2.0681	73,531	2.1196	75,362
25		1.6951	60,271	1.9505	69,352	2.0681	73,531	2.1196	75,362
26		1.6951	60,271	1.9505	69,352	2.0681	73,531	2.1196	75,362
27		1.7337	61,644	2.0000	71,111	2.1216	75,435	2.1765	77,385
28		1.7337	61,644	2.0000	71,111	2.1216	75,435	2.1765	77,385
29		1.7337	61,644	2.0000	71,111	2.1216	75,435	2.1765	77,385
30		1.7337	61,644	2.0000	71,111	2.1216	75,435	2.1765	77,385

**LICKING HEIGHTS EDUCATION ASSOCIATION
 CERTIFIED SALARY SCHEDULE
 EFFECTIVE JULY 1, 2016 - JUNE 30, 2019**

2017-18									
Base = \$ 36,089	BA			MA		MA+15		MA+30	
Step	Index	Value	Index	Value	Index	Value	Index	Value	
0	1.0000	36,089	1.0600	38,254	1.1024	39,785	1.1465	41,376	
1	1.0386	37,482	1.1095	40,039	1.1561	41,721	1.1981	43,236	
2	1.0772	38,876	1.1589	41,825	1.2097	43,657	1.2523	45,193	
3	1.1159	40,270	1.2085	43,612	1.2634	45,593	1.3065	47,149	
4	1.1545	41,663	1.2579	45,398	1.3168	47,520	1.3607	49,105	
5	1.1931	43,057	1.3074	47,183	1.3706	49,465	1.4149	51,061	
6	1.2317	44,451	1.3569	48,968	1.4243	51,401	1.4691	53,018	
7	1.2703	45,844	1.4064	50,754	1.4779	53,337	1.5233	54,974	
8	1.3089	47,238	1.4558	52,539	1.5316	55,273	1.5775	56,930	
9	1.3476	48,632	1.5053	54,324	1.5852	57,209	1.6317	58,886	
10	1.3862	50,025	1.5548	56,110	1.6389	59,145	1.6859	60,843	
11	1.4248	51,419	1.6042	57,895	1.6925	61,081	1.7401	62,799	
12	1.4634	52,813	1.6537	59,680	1.7462	63,017	1.7943	64,755	
13	1.5020	54,206	1.7032	61,466	1.7998	64,953	1.8485	66,711	
14	1.5406	55,600	1.7526	63,251	1.8535	66,889	1.9027	68,667	
15	1.5406	55,600	1.7526	63,251	1.8535	66,889	1.9027	68,667	
16	1.5793	56,994	1.8021	65,036	1.9071	68,826	1.9569	70,624	
17	1.5793	56,994	1.8021	65,036	1.9071	68,826	1.9569	70,624	
18	1.5793	56,994	1.8021	65,036	1.9071	68,826	1.9569	70,624	
19	1.6179	58,387	1.8516	66,822	1.9608	70,762	2.0111	72,580	
20	1.6565	59,781	1.9011	68,607	2.0144	72,698	2.0654	74,536	
21	1.6565	59,781	1.9011	68,607	2.0144	72,698	2.0654	74,536	
22	1.6951	61,175	1.9505	70,392	2.0681	74,634	2.1196	76,492	
23	1.6951	61,175	1.9505	70,392	2.0681	74,634	2.1196	76,492	
24	1.6951	61,175	1.9505	70,392	2.0681	74,634	2.1196	76,492	
25	1.6951	61,175	1.9505	70,392	2.0681	74,634	2.1196	76,492	
26	1.6951	61,175	1.9505	70,392	2.0681	74,634	2.1196	76,492	
27	1.7337	62,568	2.0000	72,178	2.1216	76,567	2.1765	78,546	
28	1.7337	62,568	2.0000	72,178	2.1216	76,567	2.1765	78,546	
29	1.7337	62,568	2.0000	72,178	2.1216	76,567	2.1765	78,546	
30	1.7337	62,568	2.0000	72,178	2.1216	76,567	2.1765	78,546	

**LICKING HEIGHTS EDUCATION ASSOCIATION
 CERTIFIED SALARY SCHEDULE
 EFFECTIVE JULY 1, 2016 - JUNE 30, 2019**

2018-19										
Base =	\$ 36,720		BA		MA		MA+15		MA+30	
	Step	Index	Value	Index	Value	Index	Value	Index	Value	
	0	1.0000	36,720	1.0600	38,924	1.1024	40,481	1.1465	42,100	
	1	1.0386	38,138	1.1095	40,740	1.1561	42,451	1.1981	43,993	
	2	1.0772	39,556	1.1589	42,557	1.2097	44,421	1.2523	45,984	
	3	1.1159	40,974	1.2085	44,375	1.2634	46,391	1.3065	47,974	
	4	1.1545	42,393	1.2579	46,192	1.3168	48,352	1.3607	49,964	
	5	1.1931	43,811	1.3074	48,009	1.3706	50,331	1.4149	51,955	
	6	1.2317	45,229	1.3569	49,825	1.4243	52,301	1.4691	53,945	
	7	1.2703	46,647	1.4064	51,642	1.4779	54,270	1.5233	55,936	
	8	1.3089	48,065	1.4558	53,458	1.5316	56,240	1.5775	57,926	
	9	1.3476	49,483	1.5053	55,275	1.5852	58,210	1.6317	59,917	
	10	1.3862	50,901	1.5548	57,091	1.6389	60,180	1.6859	61,907	
	11	1.4248	52,319	1.6042	58,908	1.6925	62,150	1.7401	63,898	
	12	1.4634	53,737	1.6537	60,725	1.7462	64,120	1.7943	65,888	
	13	1.5020	55,155	1.7032	62,541	1.7998	66,090	1.8485	67,879	
	14	1.5406	56,573	1.7526	64,358	1.8535	68,060	1.9027	69,869	
	15	1.5406	56,573	1.7526	64,358	1.8535	68,060	1.9027	69,869	
	16	1.5793	57,991	1.8021	66,174	1.9071	70,030	1.9569	71,860	
	17	1.5793	57,991	1.8021	66,174	1.9071	70,030	1.9569	71,860	
	18	1.5793	57,991	1.8021	66,174	1.9071	70,030	1.9569	71,860	
	19	1.6179	59,409	1.8516	67,991	1.9608	72,000	2.0111	73,850	
	20	1.6565	60,827	1.9011	69,808	2.0144	73,970	2.0654	75,840	
	21	1.6565	60,827	1.9011	69,808	2.0144	73,970	2.0654	75,840	
	22	1.6951	62,245	1.9505	71,624	2.0681	75,940	2.1196	77,831	
	23	1.6951	62,245	1.9505	71,624	2.0681	75,940	2.1196	77,831	
	24	1.6951	62,245	1.9505	71,624	2.0681	75,940	2.1196	77,831	
	25	1.6951	62,245	1.9505	71,624	2.0681	75,940	2.1196	77,831	
	26	1.6951	62,245	1.9505	71,624	2.0681	75,940	2.1196	77,831	
	27	1.7337	63,663	2.0000	73,441	2.1216	77,907	2.1765	79,921	
	28	1.7337	63,663	2.0000	73,441	2.1216	77,907	2.1765	79,921	
	29	1.7337	63,663	2.0000	73,441	2.1216	77,907	2.1765	79,921	
	30	1.7337	63,663	2.0000	73,441	2.1216	77,907	2.1765	79,921	

5. Board Achievement

- A. The Board will pay all eligible members additional compensation based upon the results of the Licking Heights District Report Card (prorated for part-time) as based on the areas of:

Achievement

1. Performance Index
2. Indicators

Gap Closing

1. Annual Measurable Objectives

Progress

1. Value Added Overall
2. Gifted
3. Lowest 20% in Achievement
4. Students with Disabilities

Graduation Rate

1. Graduated in 4 Years
2. Graduated in 5 Years

If the Board achieves 11 of 11 indicators listed above on the Ohio Department of **Education's Report Card**, full-time members will receive:

\$300	100% A's
\$200	91% A's or B's – no D's or F's
\$150	82% A's or B's – no D's or F's
\$100	73% A's or B's – no D's or F's

To the extent the Board fails to achieve the highest set of indicators above, the Board will use the funds for targeted professional development to help promote educator growth and improve performance of students in subgroups, up to a maximum of three hundred dollars (\$300.00) times the number of FTE members on the most recent September 1 minus the additional compensation actually paid based on the above.

- B. The latest Gap Closing measurement, which is calculated via the Annual Measurable Objective (AMO) for Licking Heights Local Schools, was a 60.9 or a D. This component replaces the previous Adequate Yearly Progress (AYP). The measurement looks at the performance of various subgroups of students such as: ethnic groups, students with learning disabilities, and socio-economic status.

- C. **"Eligible members" are those who both: (1) were employed under regular contract with the Board and in paid status for at least one hundred twenty (120) days in the school year to which the performance for the grade is attributable; and (2) are still employed by the Board under regular contracts and are in paid status on the date on which the payment is made.**
- D. The payment will be made within thirty (30) days of the Board's receipt of the Report Card.

ARTICLE XXVII

SUPPLEMENTAL CONTRACT PAY SCHEDULE

	Supplemental	Level
HS Academic	Fine Arts Academic Chair 9-12	3
	Newspaper Advisor	4
	Math Academic Chair 9-12	3
	HS Yearbook Advisor	3
	Science Academic Chair 9-12	3
	Advanced Placement Advisor	5
	English/Language Arts Academic Chair 9-12	3
	Social Studies Academic Chair 9-12	3
	Speech and Debate Advisor	3
	Quiz Bowl Advisor	4
	National Honor Society Advisor	4
	Student Council Advisor	4
	Junior Class Advisor (2)	4
	Senior Class Advisor (2)	4
	World Languages Academic Chair 9-12	3
	Department Chair Special Education 6-12	3
	Chess Club Advisor	5
	JCWA "Model UN" Advisor	4
	Service Learning Project Advisor	5
	Mock Trial Advisor	4
Department Head ECHS		
Saturday School Mentor (6)		
HS Athletic	Head Baseball	1
	Head Boys Basketball	1

Head Boys Soccer	1
Head Golf	1
Head Girls Soccer	1
Head Girls Volleyball	1
Head Boys Volleyball	1
Head Softball	1
Head Wrestling	1
Head Girls Basketball	1
Head Football	1
Head Cross Country	1
Head Girls Track	1
Head Boys Track	1
Assistant Boys Soccer – Junior Varsity	2
HS Football - Junior Varsity	2
HS Football - Freshmen	3
Assistant HS Football (4)	2
HS Girls Volleyball - Junior Varsity	2
HS Girls Volleyball - Freshmen	3
Assistant HS Golf	2
Head HS Cheerleading - Fall	2
Head HS Cheerleading - Winter	2
Assistant Girls Soccer	2
Assistant HS Boys Basketball	2
Assistant HS Girls Basketball	2
Assistant HS Boys Basketball – Freshman	3
Assistant HS Girls Basketball - Freshman	3
HS Baseball - Junior Varsity	2
HS Baseball - Freshmen	3
Assistant HS Track	2
Assistant HS Wrestling	2
HS Softball - Junior Varsity	2
HS Softball - Freshmen	3
Assistant HS Cheerleading - Fall	3
Assistant HS Cheerleading - Winter	3
Fall Faculty Manager	3
Winter Faculty Manger (2)	3
Volunteer HS Football	
Head Boys Tennis	1
Head Girls Tennis	1
Head Swimming	1

HS Arts

Band Director	1
---------------	---

	Musical/Play Director Drama	1
	Musical/Play Director Vocal	1
	Assistant Marching Band - Full Band	2
	Assistant Marching Band - Color Guard	2
	Assistant Marching Band - Brass	2
	Assistant Marching Band - Percussion	2
	Assistant Marching Band - Woodwind	2
	Choir Director	2
	Jazz Choir Director	4
	Art Club Advisor	5
	Pep Band Director	4
	Musical/Play Stage Prep	5
	Pit Orchestra Director	5
	Musical Choreographer	5
	Music/Play Director	
	Music/Play Assistant Director	
	Dance Team Advisor	
MS Academic	English/Language Arts Academic Chair 6-8	3
	Math Academic Chair 6-8	3
	Science Academic Chair 6-8	3
	Social Studies Academic Chair 6-8	3
	8th Grade Field Trip Advisor	4
	MS Yearbook Advisor	4
	MS Student Council Advisor	4
	Robotics Club Advisor	5
	Chess Club Advisor	5
	Invention Convention Advisor	5
	JCWA "Model UN" Advisor	5
	Quiz Bowl Advisor	5
	Destination Imagination Advisor	5
	Power of the Pen Advisor	5
	Grade Level Chairs (3)	
MS Athletic	MS Girls Volleyball 8th grade	3
	MS Girls Volleyball 7th grade	3
	MS Football 8th grade	3
	MS Football 7th grade	3
	MS Boys Basketball 8th grade	3
	MS Boys Basketball 7th grade	3
	MS Girls Basketball 8th grade	3

	MS Girls Basketball 7th grade	3
	MS Wrestling (2)	3
	MS Boys Track	3
	MS Girls Track	3
	MS Baseball 8th grade	3
	MS Baseball 7th grade	3
	MS Softball 8th grade	3
	MS Softball 7th grade	3
	MS Cheerleading - Fall	3
	MS Cheerleading - Winter	3
	Volunteer MS Football	
	MS Golf	3
	MS Boys Soccer	3
	MS Girls Soccer	3
	MS Cross Country	3
	MS Boys Tennis	3
	MS Girls Tennis	3
MS Arts	MS Choir Director	3
	MS Band Director	2
Elementary Academic	Fine Arts Academic Chair PreK-5	3
	5th Grade Camp Advisor	5
	English/Language Arts Academic Chair PreK-2	3
	English/Language Arts Academic Chair 3-5	3
	Math Academic Chair PreK-2	3
	Math Academic Chair 3-5	3
	Science Academic Chair PreK-2	3
	Science Academic Chair 3-5	3
	Social Studies Academic Chair PreK-2	3
	Social Studies Academic Chair 3-5	3
	Department Chair Special Education PreK-5	3
	5th Grade Student Council Advisor	4
	Grade Level Chair (7)	
Elementary Arts	Elementary Choir Director	3
	Elementary Music Accompanist	5
	Elementary Art Club Advisor	

District	Lead Technology Coordinator	1
	Building Level Technology Coordinator (5)	2
	K-12 Testing Coordinator	3
	Lead Mentor/Resident Educator	4
	Mentor/Resident Educator	5
	Curriculum Council Chair	5
	Gifted Academic Coordinator	1

SUPPLEMENTAL CONTRACT PAY SCHEDULE

See Attached For Supplemental Pay Schedule

1. Experience is to be credited at one hundred percent (100%) of years amassed in that activity within the Licking Heights system.
2. Individuals hired from outside the system with verifiable experience are to receive one hundred percent (100%) of years experience not to exceed five (5) years.
3. The coach/advisor who takes a higher level supplemental position and who has prior experience in the District in the same activity at any level shall be placed at the lowest experience step on the supplemental schedule that results in an increase in his/her supplemental pay compared to his/her pay for the previous position in that spot.
4. Individual members may have the option of being reimbursed in one (1) lump sum at the completion of the activity or prorated over twenty-six (26) pays or the remainder of the salary contract year.
5. The Board reserves the right to fill any and all vacancies.
6. If a qualified unit member applies for a supplemental contract position, he/she shall be offered the position. If no qualified unit member applies, the Board will proceed according to law.
7. The superintendent will meet and discuss any new supplemental positions with the LHEA President during the term of this Agreement.

**Licking Heights Local School District
Supplemental Salary Schedule**

Effective July 1, 2016 to June 30, 2017

Base = \$ 35,555

	YEARS EXPERIENCE									
	0 or 1		2 or 3		4 or 5		6 or 7		8 +	
	Index	Value	Index	Value	Index	Value	Index	Value	Index	Value
Level 1	0.0770	2,738	0.0930	3,307	0.1100	3,911	0.1250	4,444	0.1407	5,003
Level 2	0.0606	2,155	0.0671	2,386	0.0737	2,620	0.0802	2,852	0.0858	3,051
Level 3	0.0453	1,611	0.0486	1,728	0.0519	1,845	0.0552	1,963	0.0568	2,020
Level 4	0.0376	1,337	0.0438	1,557	0.0479	1,703	0.0511	1,817	0.0540	1,920
Level 5	0.0208	740	0.0241	857	0.0274	974	0.0306	1,088	0.0335	1,191

Effective July 1, 2017 to June 30, 2018

Base = \$ 36,089

	YEARS EXPERIENCE									
	0 or 1		2 or 3		4 or 5		6 or 7		8 +	
	Index	Value	Index	Value	Index	Value	Index	Value	Index	Value
Level 1	0.0770	2,779	0.0930	3,356	0.1100	3,970	0.1250	4,511	0.1407	5,078
Level 2	0.0606	2,187	0.0671	2,422	0.0737	2,660	0.0802	2,894	0.0858	3,096
Level 3	0.0453	1,635	0.0486	1,754	0.0519	1,873	0.0552	1,992	0.0568	2,050
Level 4	0.0376	1,357	0.0438	1,581	0.0479	1,729	0.0511	1,844	0.0540	1,949
Level 5	0.0208	751	0.0241	870	0.0274	989	0.0306	1,104	0.0335	1,209

Effective July 1, 2018 to June 30, 2019

Base = \$ 36,720

	YEARS EXPERIENCE									
	0 or 1		2 or 3		4 or 5		6 or 7		8 +	
	Index	Value	Index	Value	Index	Value	Index	Value	Index	Value
Level 1	0.0770	2,827	0.0930	3,415	0.1100	4,039	0.1250	4,590	0.1407	5,167
Level 2	0.0606	2,225	0.0671	2,464	0.0737	2,706	0.0802	2,945	0.0858	3,151
Level 3	0.0453	1,663	0.0486	1,785	0.0519	1,906	0.0552	2,027	0.0568	2,086
Level 4	0.0376	1,381	0.0438	1,608	0.0479	1,759	0.0511	1,876	0.0540	1,983
Level 5	0.0208	764	0.0241	885	0.0274	1,006	0.0306	1,124	0.0335	1,230

ARTICLE XXVIII

DISCIPLINARY PROCEDURE

- A. Members may be disciplined for violating Board of Education Policies and Procedures and Administrative rules and regulations governing the management and control of the Licking Heights Local School District in accordance with the provisions of Sections 3313.47; 3319.01; and 3313.20 R.C.
- B. A building principal and/or assistant building principal shall have the right to issue verbal warnings, verbal reprimands and written reprimands. The superintendent shall have the right to issue suspensions.
- A member shall not be issued a written reprimand or a suspension without the member being given prior written notification as to the nature of the offense(s) and having the opportunity to have a representative of his/her choice present.
- C. The disciplinary sequence shall be as follows:
- a. Verbal warning (Informal)
 - b. Verbal reprimand (Informal)
 - c. Written reprimand (Formal)
 - d. Suspension without pay not to exceed one (1) day (Formal)
 - e. Suspension without pay not to exceed five (5) days (Formal)

The principles of progressive discipline shall be applied except when the severity of the offense merits moving to a higher level of discipline.

- D. Within ten (10) days of notification of an infraction, member must be formally notified of the offense(s), a conference must be held with the member, and any disciplinary action confirmed by the superintendent and/or his/her designee. Noncompliance of this process shall result in the allegations being unfounded and future actions of the alleged offense(s) being dismissed without prejudice.
- E. All disciplinary appeals shall be initiated in writing to the Board through the superintendent. Requests for appeal must be submitted to the superintendent no later than two (2) days following the formal action of the superintendent. The Board shall hear all appeals in Executive Session. The decision of the Board relative only to subsections C., c. d. and e. above shall be subject to grievance arbitration.
- F. All formal disciplinary actions shall be documented and placed in the member's file.

ARTICLE XXIX
STRS PICK-UP
UTILIZING THE SALARY REDUCTION METHOD

The Board of Education of the Licking Heights Local School District herewith agrees with the Licking Heights Education Association to pick-up, utilizing the salary reduction method, contributions (at no cost to the Board) to the State Teacher Retirement System paid upon behalf of the employees in the bargaining unit under the following terms and conditions:

- A. The amount to be "picked-up" on behalf of each employee shall be that amount required to be contributed by the State Teachers Retirement System from the employee's gross annual compensation. The employee's annual compensation shall be reduced by an amount equal to the amount "picked-up" by the Board for the purpose of State and Federal tax only.
- B. Shall be uniformly applied to all members of the bargaining unit.
- C. The pick-up shall become effective July 1, 1984, and shall apply to all compensation including supplemental earnings thereafter.
- D. Payment for all paid leaves, sick leave, personal leave, and supplementals including unemployment and workman's compensation shall be based on the employee's daily gross pay prior to reduction as a basis (e.g., gross pay divided by the number of days in a member's contract).

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

If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions, or other governing regulations, the Board will be held harmless and this article of the Agreement shall be declared null and void.

ARTICLE XXX

FURTHER EDUCATION

A. Purpose and Intent

1. The Board and LHEA wish to encourage licensed personnel to continue professional growth. There are at least three (3) methods, either separately, or in combination, that members can use for funding assistance: loan forgiveness from the state or federal government; fee waivers; and tuition reimbursement within the Board.
2. **It is the parties' intent that** members use loan forgiveness first, if available, and then fee waivers, before participating in the tuition reimbursement fund. To the extent that the full cost of the tuition for a course is not covered by such sources, the member may participate in the tuition reimbursement fund under Section (B) below.

B. College Tuition Reimbursement

1. To encourage certificated personnel with degrees to continue professional growth, the Licking Heights Board of Education will appropriate a minimum of \$200.00 times the **Association's membership, with the membership's enrollment capped by September 15** for each school year to reimburse members for tuition costs subject to the following limitations:
2. Members requesting tuition reimbursement shall file all required paperwork including the completed reimbursement request form (App. 3) for coursework completed that school year (July 1 - June 30) by June 30. All qualifying work hours shall be converted to equivalent semester hours and totaled. That total shall be divided into the total amount calculated under the preceding paragraph to determine the amount of reimbursement per hour for that school year.
3. Each member will be limited to reimbursement of twelve (12) quarter hours or nine (9) semester hours per twelve (12) month period. (July 1 through June 30)
4. **Credit taken must be consistent with the member's IPDP.**
5. Course work must be scheduled at times that do not interfere with the normal duties during the work day of the member.

6. Before reimbursement is made, the member must present both a receipt showing payment for tuition cost and proof of satisfactory completion of the course to the Treasurer. Proof of satisfactory completion of the course shall consist of:
 - a. The official transcript from the college, university, or sponsoring organization;
 - b. An official grade slip showing the final course grade, or;
 - c. A letter from the college registrar's office confirming the actual completion of the course.
7. The Treasurer shall make payment in the second pay in July immediately after the end of the school year (July 1-June 30).
8. The member must complete the next school year as a member for the Board. If the member fails to satisfy this teaching obligation, the amount the member has been reimbursed pursuant to this section in the previous twelve (12) months shall be deducted from any salary accrued, but not yet paid. After this deduction has been made, if there is any balance still owed by the member, it shall be immediately due and payable to the Board. This payment is void if the contract of the person is suspended in keeping with the Reduction in Force policy.
9. Any unused amount at the end of a fiscal year from the appropriation made in (B)(1) above shall be carried over to the next fiscal year and be added to the appropriation required for that fiscal year.

C. Fee Waivers

1. All fee waivers earned by hosting student members, early experience members, etc., must be turned into the Treasurer. All monies will be distributed through the tuition reimbursement/fee waiver program by the **Treasurer's office.**
2. At the beginning of each member contract year the LHEA, based on information from the LPDC, will inform members needing license renewal by the following June 30th, of fee waivers available that school year. These members shall have the first ten (10) days of the member contract year to claim up to two (2) credit hour fee waivers per academic part of the year, for a maximum of the year of six (6) credit hour fee waivers per year.

3. Once the ten (10) member contract day period has expired, other members may apply for the remaining fee waivers for that year, not to exceed two (2) per academic portion of the year.
4. The LPDC will keep the LHEA President, Treasurer and Superintendent updated on the status of completion of course work for license renewal.

ARTICLE XXXI

FAIR SHARE FEE

- A. In accordance with the provisions of Section 4117.09(c) of the R.C., the Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Licking Heights Education Association fair share fee for the LHEA's representation of such non-members during the term of this Agreement.
- B. The LHEA shall provide reasonable notification to non-members of the "fair share fee" and their right to object to the amount of the fee prior to the deduction of this fee. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the LHEA's work in the realm of collective bargaining. The LHEA shall make available to any non-member so requesting the required financial disclosure upon which the "fair share fee" was determined.
- C. The LHEA represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(c) of the R.C. and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the LHEA and that such procedure and notice shall be in compliance with all applicable state and federal laws and the constitutions of the United States and the State of Ohio.
- D. Upon timely demand, non-members may apply to the LHEA for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the LHEA.
- E. Notice of the amount of the annual fair share fee which shall not be more than one hundred percent (100%) of the unified dues of the LHEA, shall be transmitted by the LHEA to the Treasurer of the Board by September 30th of each year during the term of the Agreement for the purpose of determining

amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Ohio Education Association.

- F. Payroll deduction of such fair share fees shall begin at the second payroll period in January, except that no fair share fee deductions shall be made for bargaining unit members employed after October 31 until the member has been apprised of his/her rights under the LHEA's internal rebate procedure.
- G. The Treasurer of the Board shall, upon notification from the LHEA that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first pay date occurring on or after forty-five (45) days from the termination date of membership.
- H. The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted.
- I. The LHEA shall indemnify and save the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Board for the purpose of complying with this Fair Share Fee Procedure.
- J. The LHEA shall extend to the Board the right to designate its own counsel to assist in the defense in addition to allowing the Board the right to waive indemnification by the LHEA at any time and provide its own defense.

ARTICLE XXXII

SAVINGS CLAUSE

If any provision of this document, or any application of the provision of this document to any person or persons shall be found contrary to any federal or state law, the remaining provisions hereof shall continue in full force and effect. The parties shall meet within ten (10) days for the purpose of renegotiating only the provision(s) held to be contrary to law.

ARTICLE XXXIII

LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

A. PURPOSE

A Local Professional Development Committee (LPDC) shall be established to oversee and review professional development plans for course work, continuing education units, and/or other equivalent activities.

B. TERM OF OFFICE

The term of office for members serving on the committee shall be three (3) years. All new members shall be appointed for a two-year term. Any renewals shall be for a three-year term. Administrative appointments shall be staggered as one (1) administrator shall be appointed for a one (1) year term and another for a two (2) year term.

C. COMMITTEE COMPOSITION AND SELECTION

1. The committee shall be comprised of seven (7) members as follows: one (1) member per building and two (2) representatives of the administration.
2. The five (5) members shall be appointed by the LHEA President with the concurrence of the LHEA Executive Committee. The two (2) representatives of the administration shall be appointed by the superintendent with the approval of the Board.
3. When an administrator presents his/her Individual Professional Development Plan (IPDP) the committee shall be composed of three (3) administrators and two (2) members.

4. When an appointed LPDC member presents his/her IPDP a member alternate would sit on the LPDC.
5. When an administrative IPDP is to be considered, the LHEA member with the three (3) year term will be replaced by an administrator appointed by the superintendent.

D. CHAIRPERSON

The committee chairperson shall be determined by a majority vote of the committee members.

E. DECISION MAKING

Decisions shall be made by a majority vote of the committee members present. A quorum shall consist of five (5) members. A quorum must be present to conduct official business.

F. TRAINING

Members of the LPDC shall be afforded the opportunity to attend training on the **purpose, responsibilities, functioning, and legal requirements of LPDC's**. Such training shall be on release time and shall be in addition to any other professional leave for which the member is entitled under the master contract.

G. MEETINGS AND COMPENSATION

1. The LPDC shall meet as often as the members deem necessary to complete their work. Not later than September 30, each year the committee shall post their meeting schedule in each building. Additional meetings may be scheduled as necessary.
2. All committee meetings shall be conducted under Robert's Rules of Order.
3. The LPDC will meet after the regular school day; however, with the superintendent/**designee's advance approval the LPDC members may be** granted release time based on need.

4. Committee members will receive a supplemental salary as follows:

<u>YEARS ON LPDC COMMITTEE</u>	<u>SUPPLEMENTAL</u>
0	\$1,000
1	\$1,100
2	\$1,200
3	\$1,300
4	\$1,400
5	\$1,500

5. Committee members shall be paid consistent with the supplemental salary payment schedule.
6. The committee shall present a report to the Board and the LHEA President in June.

ARTICLE XXXIV

RESIDENT EDUCATOR

The purpose of the Resident Educator Program is to provide a program of positive formal support including mentoring to foster professional growth of the individual, and assessment of the performance of bargaining unit members for purposes of a Resident Educator license. The Resident Educator Program and assessment examination does not replace the employment evaluation and is used exclusively for the licensure determination.

A. ENTRY YEAR PROGRAM

The Board shall participate in the ESC Resident Educator Program and shall follow all procedures and guidelines of the program. All members on a Resident **Educator's license** shall be required to participate in the program.

Should, at any time in the future, an ESC Resident Educator program cease to exist or should the Board opt out of the ESC program, a joint committee shall develop a District Resident Educator Program.

- B. The committee shall be comprised of two (2) members selected by the LHEA President/designee and 2 members selected by the superintendent/designee. Such program shall be reduced to writing and submitted to the LHEA and Board

for approval. If approved by both parties, such a program shall be incorporated herein by reference.

C. MENTORS

A member desiring to serve as a mentor for the Resident Educator program shall have been employed by the Board for a minimum number of five (5) years as a full-time, licensed/certified member.

D. SELECTION PROCESS FOR ASSIGNMENT OF MENTORS TO MENTEES

The superintendent/designee and LHEA President/designee shall establish the criteria for determining the most appropriate assignment of mentors to mentees.

The superintendent/designee and LHEA President/designee shall determine the process by which the mentor or mentee may request a change in assignment.

E. TRAINING AND RELEASE TIME – MENTORS AND ENTRY YEAR MEMBERS

The employer shall provide release time when required to attend training.

F. CONFIDENTIALITY

Mentors shall communicate directly with the Resident Educator member/bargaining unit member and shall hold all information in strict confidence. All interaction, written or verbal, between the mentor member and the entry year Resident Educator shall be confidential information.

No mentor shall participate in any informal or formal contractual evaluation of a Resident Educator.

No mentor shall be directed, required, or requested to make any recommendation regarding the employment of a Resident Educator /bargaining unit member in the program.

G. CONTRACTUAL EVALUATION

The Resident Educator program shall not replace employment evaluation. Evaluations of Resident Educator shall be conducted in accordance with the provisions of the evaluation procedure contained in Article VIII of this collective bargaining agreement and per applicable state laws.

H. LENGTH OF PROGRAM

The Resident Educator Program shall be four (4) academic years in length, a minimum of one hundred twenty (120) days per school year.

I. WORKLOAD

The Board shall follow the guidelines of ODE and any ESC in which the Board participates for workload, training and release time.

The ratio of mentors to Resident Educators shall be no more than four (4) to one (1).

ARTICLE XXXV

RE-EMPLOYMENT OF RETIRED MEMBERS

This section does not apply to individuals rehired prior to the effective date of this agreement – July 1, 2002.

A member retired from the teaching profession and/or a public sector retirement **system ("Re-Employed Member") may be** re-employed under the following conditions:

- A. The re-employed member will start with salary schedule placement experience of five (5) years and education credit consistent with their educational experience. The re-employed member will be advanced one (1) year on the salary schedule for each year of re-employment service to the Board.
- B. The re-employed member will be eligible for life and other insurances offered by the Board, only if he/she is not eligible for such insurances through STRS or other public sector retirement system. The re-employed member shall bear the full cost of such insurances. In addition, insurance eligibility for the re-employed members working part-time shall be governed by Article 24 of this Agreement.
- C. Re-employed members will be awarded one (1) year contracts of employment that will automatically expire at the end of the applicable school year without notice of non-renewal. No performance evaluations shall be required.
- D. Re-employed members may be re-employed from year-to-year under limitations described in Sections E and F below, with Board approval, but shall not be eligible for continuing contract status.

- E. In the event of a Reduction In Force (RIF), the re-employed member will not have any bumping rights under Article 12 of this Agreement.
- F. Such re-employment will not jeopardize the continuation of existing academic programs nor result in the reduction in force of faculty employed at the commencement of each such re-employment contract.
- G. Subject to these provisions, re-employed members are part of the bargaining unit.
- H. Re-employed persons are eligible for sick leave accumulation commencing with the first year of such re-employment.
- I. Re-employed members may commence their re-employment with up to fifteen (15) days of accumulated sick leave if said days are carried forward from other prior public employers or the Licking Heights Local School District.
- J. Re-employed members are not eligible to participate in any retirement incentive program, mentoring program nor are they eligible for severance pay.
- K. The LHEA President shall be advised of any re-employment situation.
- L. The provisions of Sections C & D of this Article are intended to supercede other contract provisions and state law with respect to employment contracts and evaluation.
- M. Retired members hired by the Board will be required to sign a waiver stating that they will not take any legal action with respect to age discrimination as a result of this Article. (See Appendix 1)

ARTICLE XXXVI

JOB SHARING

- A. Voluntary job sharing shall be defined as the sharing of duties and responsibilities of one (1) full time equivalent position by two (2) employees and is dependent upon student needs and scheduling feasibility. Job sharing shall be allowed in accordance with the following provisions:
 - 1. Only two (2) members shall be allowed to share the same position.
 - 2. Both members must agree to take part in job sharing.

3. Those members interested in taking part in this program must notify their building principal, in writing, by April 1 of each school year of their interest in the program. Said members must be properly certified to teach in the area involved.
 4. Upon receipt of such notification by the building principal, he/she shall meet and discuss with the members their intent and help develop a job sharing program.
 5. Each member involved in a job sharing program shall be paid the prorated portion of his/her regular salary that reflects his/her job share workday, and if eligible for insurance, shall be provided with single coverage for all fringe benefits with the option of purchasing family coverage at his/her own expense.
 6. For the purpose of determining seniority, said members shall be given a **prorated year's credit on the bargaining unit seniority list.**
 7. For professional development time purposes, each job sharing member shall fulfill, at no additional cost to the Board, all responsibilities as if a full-time employee.
 8. Both members shall attend any scheduled parent-member conferences involving shared students.
 9. In the event that one (1) of the job sharing member resigns, ceases active employment with the Board, or if a part of the job share position becomes vacant for any reason, the superintendent at his/her discretion, shall either return the other member to full-time status for the remainder of that school year OR fill the vacant part-time position for the remainder of that school year.
 10. Job sharing members who wish to return to full-time positions shall follow in the *Notice of Vacancies and Teaching Assignments provisions in this agreement.*
 11. If one (1) of the job sharing members is absent from work, the other job sharing member may assume the full-time duties and be compensated at the regular board approved substitute rate.
- B. Each job sharing program shall be approved for a one (1) year period. Members wishing to job share for more than one (1) year must reapply annually pursuant to A.3 above. All decisions by the building principal and superintendent

regarding proposed job sharing programs shall be final and not subject to the grievance procedure in Article II.

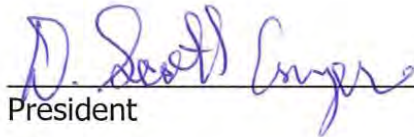
ARTICLE XXXVII

DURATION OF CONTRACT


- A. This Contract shall become effective on July 1, 2016 and shall remain in effect until June 30, 2019.
- B. This Agreement shall become valid and effective after ratification by the LHEA and approval by the Board of Education.

LICKING HEIGHTS EDUCATION
ASSOCIATION

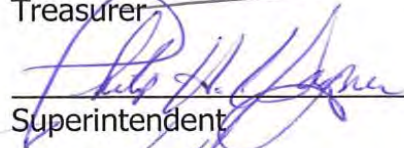
LICKING HEIGHTS LOCAL SCHOOL
DISTRICT BOARD OF EDUCATION




President



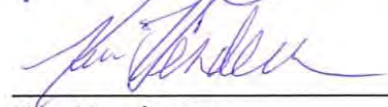
Treasurer



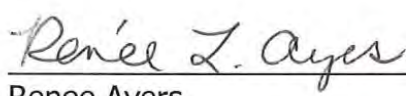
Superintendent



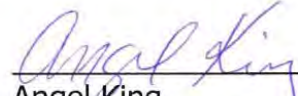
Rick Hamann



Kim Henderson



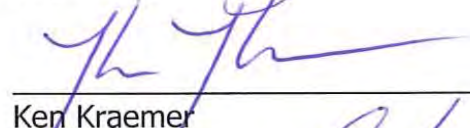
Renee Ayers



Angel King



Cheryl Harger



Ken Kraemer



Gina Daniels



Kurt Scheiderer

May 17, 2016

May 17, 2016

LICKING HEIGHTS LOCAL SCHOOL DISTRICT

CONTRACT ADDENDUM AND WAIVER
FOR STRS RETIREE

In consideration of the decision of the Licking Heights Local School District to employ me following my service retirement, and in consideration of the benefits which will otherwise accrue to me as a result of such retirement, I understand and agree that the terms of my employment and compensation will differ from that of other bargaining unit members and acknowledge that I have been provided information describing the terms of my employment and compensation as an STRS retiree at Licking Heights Local School District.

I understand that the terms of my employment and compensation as an STRS retiree at Licking Heights Local School District may involve the relinquishment of rights and benefits to which I might otherwise be entitled pursuant to Sections 124.39, 3317.12, 3317.14, 3319.07, 3319.08, 3319.081, 3319.083, 3319.084, 3319.11, 3319.111, 3319.12, 3319.13, 3319.131, 3319.141, 3319.16, 3319.17 of the R.C. and other applicable provisions of law.

I hereby voluntarily WAIVE and RELEASE any claims concerning the above-described rights and benefits which I might have against the Licking Heights Local School District, the Licking Heights Education Association, or the officers, employees, or agents of either, past or present, including but not limited to any claims for age discrimination arising under the Ohio age discrimination laws, the federal age discrimination law (the **Age Discrimination in Employment Act or "ADEA"**), or a municipal ordinance.

I understand that the Licking Heights Local School Board recommends that I consult with an attorney before signing this Addendum. I understand that I may revoke this Addendum within seven (7) calendar days after signing it, and that in order for this revocation to be effective, written notice must be received by the Board no later than the close of business on the seventh (7th) day after I have signed this Addendum.

I also understand that by law, I am allowed twenty-one (21) calendar days to review this Addendum before signing it. However, I am hereby voluntarily RELEASING AND WAIVING my right to this twenty-one (21) day review period. I am NOT, however, waiving my right to revoke this Addendum seven (7) days after signing it, as described above.

EMPLOYEE

TREASURER

Date above signed: _____

Date above signed: _____

LICKING HEIGHTS LOCAL
SCHOOL DISTRICT BOARD
OF EDUCATION

By: _____

Board Member

And by: _____

APPENDIX 2

THIS FORM SHALL BE REPLACED BY AN ELECTRONIC FORM ON THE DISTRICT WEBSITE OR EMPLOYEE PORTAL.

TO: ALL STAFF MEMBERS
FROM: SUPERINTENDENT
DATE:

Please complete this form and return to me by _____. Thank you (check where appropriate).

REGULAR CONTRACT

_____ I PLAN TO RETURN NEXT YEAR.

_____ I AM UNDECIDED ABOUT RETURNING NEXT YEAR.

_____ I WILL NOT RETURN NEXT YEAR.

_____ I WOULD LIKE A CONFERENCE.

_____ I WOULD LIKE TO BE CONSIDERED FOR REASSIGNMENT TO THE FOLLOWING POSITIONS:

COMMENTS:

LICKING HEIGHTS LOCAL SCHOOLS
COLLEGE COURSE REIMBURSEMENT REQUEST

DATE: _____

NAME (PRINTED): _____

COLLEGE PROGRAM: _____

SPECIFIC COURSE TAKEN: _____

HOURS OF CREDIT: _____ Qtr. HOURS OF CREDIT: _____ Sem.

DATE COURSE WAS COMPLETED: _____

STATEMENT OF RELATIONSHIP TO MY IPDP: _____

SIGNATURE

Per Article XXX, H., "The Treasurer shall make payment in the second pay in July immediately after the end of the school year (July 1-June 30)."

FOR OFFICE USE ONLY

DATE RECEIVED: _____

AMOUNT DUE: _____

PAYMENT RECEIPT RECEIVED: _____

COMPLETION PROOF RECEIVED: _____

_____ Level of Grievance
_____ Grievance Number

GRIEVANCE FORM

(Circle)

Mr.

Ms.

_____ Name of Grievant _____ Position _____ Date Submitted

School _____ Principal _____

Grievant accompanied by: _____

Nature of Grievance: State the following: The specific contract provision(s), policy(ies), practice(s), alleged to be violated or misinterpreted; a brief description of the grievance.

If additional space is needed, use other side.

What relief is sought?

Date _____ Grievant's Signature _____

Date _____ LHEA President Signature _____
(or Vice President) to be valid.

LICKING HEIGHTS LOCAL SCHOOL DISTRICT
APPLICATION BY CERTIFICATED EMPLOYEE
FOR ADDITIONAL SICK LEAVE

DATE _____

NAME OF DONEE _____

SOCIAL SECURITY NUMBER _____

NUMBER OF DAYS REQUESTED _____
(10% OF Bank Minimum)

PERIOD DAYS WILL BE USED FOR _____

SIGNATURES:

DONEE

LHEA PRESIDENT

SUPERINTENDENT

TREASURER

If a certificated staff member in the Licking Heights Local School District suffers an **illness or injury and the members' accumulated sick leave is depleted, the** member may apply for additional sick leave beyond that stipulated in the Negotiated Agreement.

Approved bargaining unit members shall be granted up to a maximum of ten percent (10%) of the days from the bank. Applications will be reviewed by the superintendent and the LHEA, and their decisions are final. If approved by superintendent and LHEA, the Treasurer will notify both Donee and Donor by a Memorandum to be included in the payroll envelopes of the parties involved.

DEADLINE IS FROM September 1st to September 30th.

LICKING HEIGHTS LOCAL SCHOOL DISTRICT
Application by Certified Employee to Donate Sick Leave to Bank

Date _____

Name of Donor _____

Social Security Number _____

Number of Days Donating _____
(maximum of one [1] day)

Signatures:

Donor

LHEA President

Superintendent

Treasurer

Maximum donation is one (1) day.

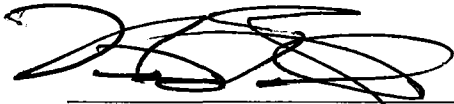
Deadline for application is September 1st to September 30th.

A donation cannot be reversed, and in order to be established, the sick leave bank shall have not less than twenty-five (25) days as certified by the LHEA.

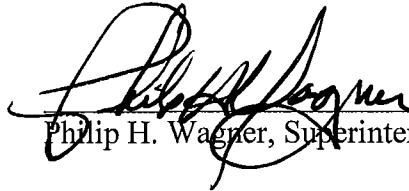
R.C. 5705.412 CERTIFICATION OF
ADEQUATE REVENUE FOR 2016-2019 NEGOTIATED CONTRACT

The Licking Heights Local School District, Licking County, Ohio, has in effect the authorization to levy taxes including the renewal or replacement 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 maintain all personnel and programs for all the days set forth in its adopted school calendars and in future fiscal years for the term of the Negotiated Contract between the Board and the Licking Heights Education Association, effective from July 1, 2016 through June 30, 2019.


The District estimates of revenue and determination of whether such revenue is sufficient to provide necessary operating revenue for the purpose of making certifications required were made consistent with relevant rules of the Auditor of State and Department of Education.



Nick Roberts, Treasurer



Philip H. Wagner, Superintendent



Nicole Roth, Board President

May 17, 2016