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NEGOTIATED CONTRACT

Between The

LICKING HEIGHTS EDUCATION ASSOCIATION

And The

LICKING HEIGHTS BOARD OF EDUCATION

July 1, 2025 through June 30, 2028

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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, 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 4) 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 may, within five (5) days of receipt of the superintendent's disposition, submit the grievance to mediation before FMCS upon mutual agreement of the parties. If the parties do not agree to use mediation, the grievant may advance the grievance to Level IV.

Level IV:

If the grievant is not satisfied with Level II or Level III (if mediation is held), then within ten (10) days of the receipt of the Superintendent's decision or within ten (10) days of the date mediation is held if Level III is utilized, 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. If a classroom temperature exceeds eighty-five degrees (85°) for more than three (3) consecutive school days, the building representative or an Association representative will meet with the building administrator and discuss an alternative space for the class until the issue is resolved.

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.

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. The District believes in the professionalism of its staff. As such, the presentation of professional, safe, and job-appropriate dress shall not include the following: Clothing (including pants) with holes, shorts that are shorter than mid-thigh*, tank tops, sweat pants*, leggings (unless covered by a shirt or dress that is mid-thigh in length).

*this shall not apply to staff members teaching physical education.

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 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 Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations. The superintendent will recommend reductions in force in a teaching field by determining the teachers that have comparable evaluations and then suspending the contract of the member lowest seniority among the members in that area of certification with comparable evaluations. Upon notification of the superintendent's action, that member may decide to displace a member with a comparable evaluation 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 (District email 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.

2. Members desiring consideration for possible reassignment must notify the superintendent on the Intent Form between December 1 and February 13. Such form shall include a section for the member to list all positions for which he/she desires to be considered. This is not required for continued employment in current position.

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. For the 2022-2023, 2023-2024, and 2024-2025 school years, the Administration shall make every possible effort to keep class sizes at: less than twenty-four (24) pupils in grades K-4, less than twenty-five (25) pupils in grades 5-8, and less than twenty-eight (28) pupils in grades 9-12. Beginning in the 2025-2026 school year, 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/YEAR

A. MEMBER DAY

The member day for PK-12 shall be not more than four hundred forty-five (445) consecutive minutes (except for the two (2) events outside the regular member day, as set forth below).

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.

Members assigned to a pre-school classroom shall instruct students four (4) days during the work week. In Lieu of daily planning time, pre-school teachers will receive two

hundred minutes (200) of planning time one (1) day per week on the non-instructional day. 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. This Section will remain in effect as long as the current pre-school model in effect during the 2024-2025 school year remains unchanged. Should the Board determine to modify its preschool model, the Board and the LHEA will meet and discuss any needed changes to this Section.

E. **MEMBER YEAR**

All members shall work one hundred eighty-six (186) days as follows:

a. one-half (1/2) day of member directed time before the first student day.
b. one-half (1/2) day of member directed time after the last student day.
c. Two (2) records days.
d. Two (2) conference days.
e. One hundred eight-one (181) days to be determined by the Board.

A committee will be formed comprised of up to seven (7) members appointed by the Superintendent and up to seven (7) members appointed by the LHEA President. The Committee will discuss the school year structure and any other arrangements related to the school year as the Committee may decide. Final decision on any changes to the school year structure or other arrangements related to the school year shall rest with the Board of Education. Failure of the Board of Education to approve any recommended changes shall not be subject to the grievance procedure.

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 PK-5 may provide one (1) (voluntarily) member-parent curriculum night that takes place after normal school hours, not to exceed two (2) hours. Grades 6-12 may provide one (1) (voluntarily) member-parent Open House night that takes place after normal school hours, not to exceed two (2) hours. PK-12 members may voluntarily prepare informational packets to parents as handouts for these events.

I. **Open House Event**

Grades PK-6 may hold an Open House event before the first student 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.

L. **Event Attendance**

Each member shall attend up to two (2) two (2) hour events or one (1) four (4) hour event outside of the regular member day each year that are not part of the member's regular job duties. Such events may be selected from a list developed by the building Principal, or designee, and may take place during the evening or on weekends. This shall be in addition to conferences. In exchange for such attendance, members will be dismissed at noon on the last teacher work day.

M. **New Hire Orientation**

Newly hired teachers may be required by the administration to attend an orientation program prior to the first member work day. Newly hired teachers that attend the entire required orientation program will receive a two hundred dollar ($200) stipend added to their pay. If a newly hired teacher is excused from attending a portion of the orientation program, the teacher will receive a pro-rated portion of the stipend.

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 (to waive his/her planning/conference period) shall be paid at the rate of forty dollars ($40.00) per hour prorated on fifteen (15) minute segments. Should an absent member's class be divided amongst two (2) or more members, the forty dollars ($40.00) per hour rate shall be pro-rated based upon the number of members covering said class. (e.g. two (2) members shall receive twenty dollars ($20) per hour.).

A staff member covering a class split will be paid at the rate of twenty dollars ($20) for a full day/ten dollars ($10) for a half day.

A K-4 specials (technology, art, physical education, music, STEM or other specials area as identified by the Superintendent) area member who is covering added students due to a regular class split will be paid at the rate of five dollars ($5) per specials period up to twenty dollars ($20) per day. This shall only apply if the specials area member teaches their full class load for the day (and does not have a free period as a result of the teacher's absence).

Special education members responsible for preparing IEP's/MFE's shall receive two (2) additional days release time per semester 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 to meet with staff or attend meetings or conferences of the State, Board, or National Association. Additionally, through mutual agreement with the LHEA President and the Superintendent, or designee, up to an additional six (6) days of LHEA leave may be granted. The annual number of days will not exceed twelve (12) in any given school year.
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, or designee.

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, or designee immediately upon notification that he/she has been selected or subpoenaed. Witness leave shall be granted if deemed necessary for Licking Heights matters. All other witness leave must be approved by the Superintendent, or designee.

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). However, an employee may carry-over one (1) unused personal day from one (1) year into the next. In no event shall an employee have more than four (4) total days of personal leave in a year. (Year is defined as July 1-June 30). This day may be utilized by the employee for the purpose of conducting personal business which cannot be conducted at times other during the regular school day, which includes but is not limited to religious observance.

3. Personal leave application shall be submitted by the applicant via the District's online system 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, or designee, shall be advised at the first opportunity and the application for personal leave shall be submitted to the Superintendent, or designee, within three (3) days after date of absence. Each member is responsible to keep track of their personal leave balance and to ensure that the member has available personal leave before entering such leave into the District's online system.

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, except as otherwise set forth in paragraphs 4 and 8 of this Section D.

7. Personal leave may be granted in quarter day increments.

8. Additional days of personal leave may be granted by the Superintendent, or designee, in special circumstances determined by the Superintendent, or designee.

9. If a bargaining unit member has any unused personal days (not to exceed a total of three (3) days in any year – defined as July 1-June 30), 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, or designee, in writing, that an early return is requested and the date upon which the member wishes to return. Upon the recommendation of the Superintendent, or designee, 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, or designee, 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, for emergency situations or special circumstances determined by the Superintendent.

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, or designee, based upon individual unique considerations.

5. The Superintendent, or designee, 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, grandchildren, a person living in the same household. Other relatives, friends, or persons having a special relationship to the member may be included providing it is recommended by the Superintendent, or designee, 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, or the use of ten (1) sick leave days in a school year, 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;

    g. Excessive absenteeism;

    h. Immediately before and/or after a personal day.

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 (½) 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 (1½) 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 (1/4) day increments.

I. PROFESSIONAL DEVELOPMENT & LEAVE (PROFESSIONAL MEETINGS)

1. Upon approval of the Superintendent, or designee, 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, or designee, 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, or designee, 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 that 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.

10. If the Superintendent/designee offers professional development assignments outside of the regular school day/year that are required to be completed as part of a staff member's assignment, the staff member will be paid at the member's per diem rate, unless the rate of pay is set by law. This Section shall not apply to the optional professional development assignments that take place outside of the regular school day/year and this Section shall not apply to training required to be completed by new teachers to begin their employment in the District (that is not part of the District's orientation program).

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 II: 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 (¼).

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.

SECTION IV: DEDICATED SERVICE RECOGNITION

At the time of retirement from active service under the State Teachers Retirement System, a staff member with ten (10) or more years of service within the District will receive a Dedicated Service Recognition of one thousand dollars ($1,000) as long as the staff member notifies the Superintendent or the Director of Human Resources and Student Discipline in writing of his/her retirement by March 1st of the academic/fiscal year of retirement and serves out the remainder of the contract year. Payment will be made at the end of the contract year in their final check.

ARTICLE XX

PAY PERIODS

A. All members employed by the Licking Heights School Board shall be paid in twenty-four (24) equal gross payments on the 5th and 20th days of the month.

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 made available on the District's online system.

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. OEA Fund

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.

E. The LHEA shall indemnify and save the Board harmless against and from any and all claims, demands, or suits that may arise out of, or by reason of action taken by the Board, for the purpose of complying with Article XXI. Without limiting the

foregoing, claims by the Association of a violation of Article XXI shall be fully enforceable under the grievance provisions of this Contract.

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 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.

When schools are closed by the Superintendent or designee for inclement weather, members shall not be required to report for duty for the first five (5) inclement weather days. Members will receive their normal rate of pay.

Snow Emergency – If a member resides in a county where a level 3 snow emergency is declared and the District is in session, that member shall be excused from reporting to

work while the level 3 snow emergency is still in effect. No charge against the member's sick or personal leave shall be made. The member will receive their normal rate of pay.

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). Two (2) half days will be scheduled the first semester and two (2) half days will be scheduled the second semester.

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 during Calendar Committee, prior to being published and shall normally be scheduled in conjunction with other holidays or vacation periods. The Superintendent shall have final discretion.

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. Beginning January 1, 2017, the Board:

   a. shall continue to offer health benefits to members under the "Base Plan;" and

   b. shall offer an optional high deductible health plan ("HDHP") with annual individual deductibles of $3000 and family deductibles of $6000.

2. 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. The committee shall submit recommendations approved by a majority of the joint insurance committee for changes in insurance plan to the Board and Association. However, no such change shall become effective until approved by the Board and the Association.

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 1.

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.

"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. In any year that an employee does not receive a step increase, the employee shall receive a one-time three hundred dollar ($300) lump sum payment on or before the first pay in June (starting in June 2023). Payment shall be made at the end of the applicable school year. To be eligible, an employee must have completed a year of service and be in paid status at the time of the payment. This payment shall not be factored into the employee's base rate.

LICKING HEIGHTS EDUCATION ASSOCIATION
CERTIFIED SALARY SCHEDULE
EFFECTIVE JULY 1, 2025 - JUNE 30, 2028

Base: 46,000

	BA		MA		MA+15		MA+30		MA+45	
Steps	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary
1	1.0386	47,776	1.0600	48,760	1.1024	50,711	1.1465	52,739	1.1765	54,119
2	1.0772	49,553	1.1095	51,036	1.1561	53,179	1.1981	55,111	1.2281	56,491
3	1.1159	51,329	1.1589	53,311	1.2097	55,646	1.2523	57,604	1.2823	58,984
4	1.1545	53,106	1.2085	55,590	1.2634	58,114	1.3065	60,098	1.3365	61,478
5	1.1931	54,882	1.2579	57,865	1.3168	60,571	1.3607	62,591	1.3907	63,971
6	1.2317	56,658	1.3074	60,141	1.3706	63,050	1.4149	65,085	1.4449	66,465
7	1.2703	58,435	1.3569	62,417	1.4243	65,518	1.4691	67,578	1.4991	68,958
8	1.3089	60,211	1.4064	64,692	1.4779	67,985	1.5233	70,072	1.5533	71,452
9	1.3476	61,988	1.4558	66,968	1.5316	70,453	1.5775	72,565	1.6075	73,945
10	1.3862	63,764	1.5053	69,244	1.5852	72,921	1.6317	75,058	1.6617	76,438
11	1.4248	65,541	1.5548	71,519	1.6389	75,389	1.6859	77,552	1.7159	78,932
12	1.4634	67,317	1.6042	73,795	1.6925	77,856	1.7401	80,045	1.7701	81,425
13	1.5020	69,093	1.6537	76,070	1.7462	80,324	1.7943	82,539	1.8243	83,919
14	1.5406	70,870	1.7032	78,346	1.7998	82,792	1.8485	85,032	1.8785	86,412
15	1.5406	70,870	1.7526	80,622	1.8535	85,260	1.9027	87,526	1.9327	88,906
16	1.5793	72,646	1.7526	80,622	1.8535	85,260	1.9027	87,526	1.9327	88,906
17	1.5793	72,646	1.8021	82,897	1.9071	87,727	1.9569	90,019	1.9869	91,399
18	1.5793	72,646	1.8021	82,897	1.9071	87,727	1.9569	90,019	1.9869	91,399
19	1.6179	74,423	1.8021	82,897	1.9071	87,727	1.9569	90,019	1.9869	91,399
20	1.6565	76,199	1.8516	85,173	1.9608	90,195	2.0111	92,513	2.0411	93,893
21	1.6565	76,199	1.9011	87,449	2.0144	92,663	2.0654	95,006	2.0954	96,386
22	1.6951	77,975	1.9011	87,449	2.0144	92,663	2.0654	95,006	2.0954	96,386
23	1.6951	77,975	1.9505	89,724	2.0681	95,131	2.1196	97,500	2.1496	98,880
24	1.6951	77,975	1.9505	89,724	2.0681	95,131	2.1196	97,500	2.1496	98,880
25	1.6951	77,975	1.9505	89,724	2.0681	95,131	2.1196	97,500	2.1496	98,880
26	1.6951	77,975	1.9505	89,724	2.0681	95,131	2.1196	97,500	2.1496	98,880
27	1.7337	79,752	1.9505	89,724	2.0681	95,131	2.1196	97,500	2.1496	98,880
28	1.7337	79,752	2.0000	92,000	2.1216	97,594	2.1765	100,118	2.2065	101,498

LICKING HEIGHTS EDUCATION ASSOCIATION

CERTIFIED SALARY SCHEDULE

EFFECTIVE JULY 1, 2025 - JUNE 30, 2028

Base: 47,380

	BA		MA		MA+15		MA+30		MA+45	
Steps	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary
1	1.0386	49,210	1.0600	50,223	1.1024	52,232	1.1465	54,321	1.1765	55,743
2	1.0772	51,039	1.1095	52,567	1.1561	54,774	1.1981	56,764	1.2281	58,185
3	1.1159	52,869	1.1589	54,911	1.2097	57,316	1.2523	59,332	1.2823	60,754
4	1.1545	54,699	1.2085	57,257	1.2634	59,858	1.3065	61,901	1.3365	63,322
5	1.1931	56,529	1.2579	59,601	1.3168	62,388	1.3607	64,469	1.3907	65,890
6	1.2317	58,358	1.3074	61,945	1.3706	64,941	1.4149	67,037	1.4449	68,459
7	1.2703	60,188	1.3569	64,289	1.4243	67,483	1.4691	69,605	1.4991	71,027
8	1.3089	62,018	1.4064	66,633	1.4779	70,025	1.5233	72,174	1.5533	73,595
9	1.3476	63,847	1.4558	68,977	1.5316	72,567	1.5775	74,742	1.6075	76,163
10	1.3862	65,677	1.5053	71,321	1.5852	75,108	1.6317	77,310	1.6617	78,732
11	1.4248	67,507	1.5548	73,665	1.6389	77,650	1.6859	79,878	1.7159	81,300
12	1.4634	69,336	1.6042	76,009	1.6925	80,192	1.7401	82,447	1.7701	83,868
13	1.5020	71,166	1.6537	78,353	1.7462	82,734	1.7943	85,015	1.8243	86,436
14	1.5406	72,996	1.7032	80,697	1.7998	85,276	1.8485	87,583	1.8785	89,005
15	1.5406	72,996	1.7526	83,040	1.8535	87,817	1.9027	90,152	1.9327	91,573
16	1.5793	74,826	1.7526	83,040	1.8535	87,817	1.9027	90,152	1.9327	91,573
17	1.5793	74,826	1.8021	85,384	1.9071	90,359	1.9569	92,720	1.9869	94,141
18	1.5793	74,826	1.8021	85,384	1.9071	90,359	1.9569	92,720	1.9869	94,141
19	1.6179	76,655	1.8021	85,384	1.9071	90,359	1.9569	92,720	1.9869	94,141
20	1.6565	78,485	1.8516	87,728	1.9608	92,901	2.0111	95,288	2.0411	96,710
21	1.6565	78,485	1.9011	90,072	2.0144	95,443	2.0654	97,856	2.0954	99,278
22	1.6951	80,315	1.9011	90,072	2.0144	95,443	2.0654	97,856	2.0954	99,278
23	1.6951	80,315	1.9505	92,416	2.0681	97,985	2.1196	100,425	2.1496	101,846
24	1.6951	80,315	1.9505	92,416	2.0681	97,985	2.1196	100,425	2.1496	101,846
25	1.6951	80,315	1.9505	92,416	2.0681	97,985	2.1196	100,425	2.1496	101,846
26	1.6951	80,315	1.9505	92,416	2.0681	97,985	2.1196	100,425	2.1496	101,846
27	1.7337	82,144	1.9505	92,416	2.0681	97,985	2.1196	100,425	2.1496	101,846
28	1.7337	82,144	2.0000	94,760	2.1216	100,522	2.1765	103,121	2.2065	104,543

LICKING HEIGHTS EDUCATION ASSOCIATION

CERTIFIED SALARY SCHEDULE

EFFECTIVE JULY 1, 2025 - JUNE 30, 2028

Base: 48,801

	BA		MA		MA+15		MA+30		MA+45	
Steps	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary
1	1.0386	50,686	1.0600	51,729	1.1024	53,799	1.1465	55,951	1.1765	57,415
2	1.0772	52,571	1.1095	54,144	1.1561	56,417	1.1981	58,467	1.2281	59,931
3	1.1159	54,455	1.1589	56,558	1.2097	59,035	1.2523	61,112	1.2823	62,576
4	1.1545	56,340	1.2085	58,975	1.2634	61,653	1.3065	63,758	1.3365	65,222
5	1.1931	58,224	1.2579	61,389	1.3168	64,260	1.3607	66,403	1.3907	67,867
6	1.2317	60,109	1.3074	63,804	1.3706	66,889	1.4149	69,048	1.4449	70,512
7	1.2703	61,994	1.3569	66,218	1.4243	69,508	1.4691	71,694	1.4991	73,158
8	1.3089	63,878	1.4064	68,632	1.4779	72,126	1.5233	74,339	1.5533	75,803
9	1.3476	65,763	1.4558	71,046	1.5316	74,744	1.5775	76,984	1.6075	78,448
10	1.3862	67,647	1.5053	73,460	1.5852	77,362	1.6317	79,630	1.6617	81,094
11	1.4248	69,532	1.5548	75,875	1.6389	79,980	1.6859	82,275	1.7159	83,739
12	1.4634	71,417	1.6042	78,289	1.6925	82,598	1.7401	84,920	1.7701	86,384
13	1.5020	73,301	1.6537	80,703	1.7462	85,216	1.7943	87,566	1.8243	89,030
14	1.5406	75,186	1.7032	83,117	1.7998	87,834	1.8485	90,211	1.8785	91,675
15	1.5406	75,186	1.7526	85,532	1.8535	90,452	1.9027	92,856	1.9327	94,320
16	1.5793	77,070	1.7526	85,532	1.8535	90,452	1.9027	92,856	1.9327	94,320
17	1.5793	77,070	1.8021	87,946	1.9071	93,070	1.9569	95,501	1.9869	96,966
18	1.5793	77,070	1.8021	87,946	1.9071	93,070	1.9569	95,501	1.9869	96,966
19	1.6179	78,955	1.8021	87,946	1.9071	93,070	1.9569	95,501	1.9869	96,966
20	1.6565	80,840	1.8516	90,360	1.9608	95,688	2.0111	98,147	2.0411	99,611
21	1.6565	80,840	1.9011	92,774	2.0144	98,306	2.0654	100,792	2.0954	102,256
22	1.6951	82,724	1.9011	92,774	2.0144	98,306	2.0654	100,792	2.0954	102,256
23	1.6951	82,724	1.9505	95,189	2.0681	100,924	2.1196	103,437	2.1496	104,901
24	1.6951	82,724	1.9505	95,189	2.0681	100,924	2.1196	103,437	2.1496	104,901
25	1.6951	82,724	1.9505	95,189	2.0681	100,924	2.1196	103,437	2.1496	104,901
26	1.6951	82,724	1.9505	95,189	2.0681	100,924	2.1196	103,437	2.1496	104,901
27	1.7337	84,609	1.9505	95,189	2.0681	100,924	2.1196	103,437	2.1496	104,901
28	1.7337	84,609	2.0000	97,603	2.1216	103,538	2.1765	106,215	2.2065	107,679

2. 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)

If the Board achieves 100% of the indicators on the Ohio Department of Education's Report Card, full-time members will receive:

$300	100% 5 Star Rating on Each Rated Component – Tier 1
$200	91% 4-5 Star Ratings on All Rated Components – no 1 or 2 Star Ratings – Tier 2
$150	82% 4-5 Star Ratings on All Rated Components – no 1 or 2 Star Ratings – Tier 3
$100	73% 4-5 Star Ratings on All Rated Components – no 1 or 2 Star Ratings – Tier 4

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. "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.

C. The payment will be made within thirty (30) days of the Board's receipt of the Report Card.

ARTICLE XXVI

SUPPLEMENTAL CONTRACT PAY SCHEDULE

GROUP	SUPPLEMENTAL	LEVEL
District	Building Level Technology Coordinator (7)	3
District	Curriculum Council Chair	6
District	District Art Show Director	6
District	ELL Academic Chair PK-12	4
District	Lead Mentor/Resident Educator (3)	5
District	Mentor/Resident Educator	6
Elementary Academics	1st Grade Academic Chair South (3)	4
Elementary Academics	2nd Grade Academic Chair South (3)	4
Elementary Academics	3rd Grade Academic Chair South (3)	4
Elementary Academics	4th Grade Academic Chair South (3)	4
Elementary Academics	Fine Arts Academic Chair PK-4	4
Elementary Academics	Kindergarten Chair (3)	4
Elementary Academics	PreK Academic Chair	4
HS Academics	Advanced Placement Advisor	6
HS Academics	Chess Club Advisor	6
HS Academics	Coding/Robotics [1]	6
HS Academics	Commencement Coordinator	5
HS Academics	Cultural Identity Club Advisor HS	5
HS Academics	English/Language Arts Academic Chair 9-12	4
HS Academics	ELL Academic Chair 9-12	4
HS Academics	Fine Arts Academic Chair 9-12	4
HS Academics	Gay Straight Alliance Advisor	6
HS Academics	Global Scholars Advisor	5
HS Academics	Junior Class Advisor (2)	5
HS Academics	Junior National Honor Society	5
HS Academics	Math Academic Chair 9-12	4

[1] Paid from a grant. The District will take over as a supplemental contract upon expiration of the grant.

HS Academics	Model UN Advisor HS	5
HS Academics	National Honor Society Advisor	5
HS Academics	Newspaper Advisor	5
HS Academics	Quiz Bowl Advisor-HS	5
HS Academics	Science Academic Chair 9-12	4
HS Academics	Senior Class Advisor (2)	5
HS Academics	Service Learning Project Coordinator HS	5
HS Academics	Social Studies Academic Chair 9-12	4
HS Academics	Student Council Advisor	5
HS Academics	World Languages Academic Chair 9-12	4
HS Academics	Yearbook Advisor HS	4
HS Arts	Art Club Advisor	6
HS Arts	Marching Band Assistant – Color Guard	2
HS Arts	Marching Band Assistant – Percussion	2
HS Arts	Marching Band Staff (5)	3
HS Arts	Band Director	2
HS Arts	Choir Director	3
HS Arts	Jazz Choir Director	5
HS Arts	Marching Band Director	1
HS Arts	Musical Choreographer (2)	6
HS Arts	Theater Director Drama (2)	2
HS Arts	Theater Director Vocal (2)	2
HS Arts	Musical/Play Stage Prep (2)	6
HS Arts	Pep Band Director	4
HS Arts	Percussion Director 6-12	3
HS Arts	Pit Orchestra Director (2)	6
HS Arts	Theater Technician	3
HS Arts	Theater Director (Co-Curricular)	4
HS Athletics	Assistant Baseball-Varsity	3
HS Athletics	Assistant Basketball Boys Varsity	3
HS Athletics	Assistant Basketball Girls Varsity	3
HS Athletics	Assistant Cheerleading Fall	4
HS Athletics	Assistant Cheerleading Winter	4

HS Athletics	Assistant Cross Country	3
HS Athletics	Assistant Golf Boys	3
HS Athletics	Assistant Golf Girls	3
HS Athletics	Assistant HS Football (5)	3
HS Athletics	Assistant Softball Varsity	3
HS Athletics	Assistant Track (2)	3
HS Athletics	Assistant Volleyball Girls Freshman	4
HS Athletics	Assistant Wrestling Boys (2)	3
HS Athletics	Assistant Wrestling Girls	3
HS Athletics	Baseball Freshman	4
HS Athletics	Baseball JV	3
HS Athletics	Basketball Boys Freshman	4
HS Athletics	Basketball Boys JV	3
HS Athletics	Basketball Girls Freshman	4
HS Athletics	Basketball Girls JV	3
HS Athletics	Cheerleading Freshman Fall	4
HS Athletics	Cheerleading Freshman Winter	4
HS Athletics	Faculty Manager Fall	4
HS Athletics	Faculty Manager Spring	4
HS Athletics	Faculty Manager Winter (2)	4
HS Athletics	Football Freshman	4
HS Athletics	Football JV	3
HS Athletics	Head Baseball	2
HS Athletics	Head Basketball Boys	1
HS Athletics	Head Basketball Girls	1
HS Athletics	Head Cheerleading - Fall	2
HS Athletics	Head Cheerleading - Winter	2
HS Athletics	Head Cross Country	2
HS Athletics	Head Diving	2
HS Athletics	Head Football	1
HS Athletics	Head Golf Boys	2
HS Athletics	Head Golf Girls	2
HS Athletics	Head Soccer Boys	2
HS Athletics	Head Soccer Girls	2
HS Athletics	Head Softball	2

HS Athletics	Head Swimming/Diving Boys	2
HS Athletics	Head Swimming/Diving Girls	2
HS Athletics	Head Track Boys	2
HS Athletics	Head Track Girls	2
HS Athletics	Head Volleyball Boys	2
HS Athletics	Head Volleyball Girls	2
HS Athletics	Head Wrestling Boys	1
HS Athletics	Head Wrestling Girls	1
HS Athletics	Soccer Boys JV	3
HS Athletics	Soccer Girls JV	3
HS Athletics	Softball Freshman	4
HS Athletics	Softball JV	3
HS Athletics	Volleyball Boys JV	3
HS Athletics	Volleyball Girls JV	3
HS Athletics	Weight Room Supervisor Seasonal (3)	4
Intermediate Academics	Camp Advisor - 5th Grade	5
Intermediate Academics	English/Language Arts Academic Chair 5-6	4
Intermediate Academics	Math Academic Chair 5-6	4
Intermediate Academics	Science Academic Chair 5-6	4
Intermediate Academics	Social Studies Academic Chair 5-6	4
Intermediate Academics	Student Council Advisor Intermediate	5
Intermediate Academics	Yearbook Advisor Intermediate	5
Intermediate Academics	Chess Club Advisor Intermediate	6
Intermediate Arts	6th Grade Band Director	6
Intermediate Arts	Choir Director Intermediate	4
Intermediate Arts	Music Accompanist Intermediate	6
MS Academics	Chess Club Advisor - MS	6
MS Academics	Cultural Identity Club Advisor MS	5
MS Academics	English/Language Arts Academic Chair 7-8	4
MS Academics	Field Trip Advisor - 8th Grade	5
MS Academics	Fine Arts Academic Chair 5-8	4
MS Academics	Math Academic Chair 7-8	4

MS Academics	Power of the Pen Advisor MS	6
MS Academics	Robotics Club Advisor MS	6
MS Academics	Science Academic Chair 7-8	4
MS Academics	Social Studies Academic Chair 7-8	4
MS Academics	Student Council Advisor MS	5
MS Academics	Yearbook Advisor MS	5
MS Arts	Band Director MS	3
MS Arts	Choir Director MS	4
MS Arts	Musical Director MS	3
MS Athletics	Assistant Cheerleading-Fall MS	5
MS Athletics	Assistant Cheerleading-Winter MS	5
MS Athletics	Assistant Football 7th Grade	5
MS Athletics	Assistant Football 8th Grade	5
MS Athletics	Assistant Track MS (2)	5
MS Athletics	Baseball MS 7th Grade	4
MS Athletics	Baseball MS 8th Grade	4
MS Athletics	Basketball Boys MS 7th Grade	4
MS Athletics	Basketball Boys MS 8th Grade	4
MS Athletics	Basketball Girls 7th Grade	4
MS Athletics	Basketball Girls 8th Grade	4
MS Athletics	Cheerleading Fall MS	4
MS Athletics	Cheerleading Winter MS	4
MS Athletics	Cross Country MS	4
MS Athletics	Faculty Manager Fall MS	4
MS Athletics	Faculty Manager Winter MS	4
MS Athletics	Football 7th Grade	4
MS Athletics	Football 8th Grade	4
MS Athletics	Girls Volleyball MS 7th Grade	4
MS Athletics	Girls Volleyball MS 8th Grade	4
MS Athletics	Golf MS	4
MS Athletics	Soccer Boys MS	4
MS Athletics	Soccer Girls MS	4
MS Athletics	Softball MS 7th Grade	4

MS Athletics	Softball MS 8th Grade	4
MS Athletics	Track Boys MS	4
MS Athletics	Track Girls MS	4
MS Athletics	Wrestling MS (2)	4

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 of experience not to exceed five (5) years. The Superintendent may award up to nine (9) years of experience in his sole discretion.

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 the academic year or the remainder of the salary contract year for yearlong supplementals. Athletic supplementals and others that are seasonal will be paid in six payments during the season of the supplemental.

5. The Board reserves the right to fill any and all vacancies.

6. If a bargaining unit applicant applies for a vacant position and possesses equal qualifications and experience as a non-bargaining applicant, the bargaining unit member shall be chosen to fill the vacancy, providing all prior evaluations in the specific supplemental are satisfactory. This determination shall be made by the Superintendent. If no qualified unit member applies, the Board will proceed according to law.

7. A supplemental Committee shall be co-chaired by the Association and the Board and shall have three (3) representatives from the Association's Executive Board and three (3) representatives appointed by the Superintendent. The Committee shall meet not less than twice per year,

once before December 1 and at least once before April 1 at a time determined by the co-chairs. The Committee shall evaluate and make recommendations to the Superintendent regarding continuation or modification of existing supplemental contract job descriptions, the need for new supplemental contract positions together with proposed job descriptions for such positions and the need for elimination of supplemental contract positions no longer necessary. The Superintendent, in his sole discretion, will determine whether to make any recommendations to the Board of Education. The Superintendent and/or Board of Education's decision shall be final.

8. For all supplemental positions, the selected candidate will sign the Supplemental Commitment Agreement acknowledging his/her understanding of the roles and responsibilities of the position. All supplemental positions will be assigned an evaluator/supervisor responsible for monitoring the work of the employee and for completing the evaluation. This evaluation shall form the basis for determining whether an employee will (a) receive the full supplemental pay amount; and (b) will be eligible to return to the position, or any other supplemental position the following school year. The failure by any employee holding a supplemental position to fulfill the required roles and responsibilities, as documented in the evaluation may, at the discretion of the Superintendent, or designee, result in a review of the employee's performance and the reduction in the supplemental pay amount and/or the employee being declared ineligible to hold a supplemental position the following year.

9. There will be up to five (5) discretionary stipend positions at the high school, up to three (3) discretionary stipend positions at the middle school, and up to two (2) discretionary stipend positions per K-6 building. A five hundred dollar ($500) stipend, payable in a lump sum at the end of the year (or by season, if applicable) may be awarded for each stipend position that is filled. An interested staff member shall request that the building Principal consider a stipend position for a new club or activity for that school. The staff member will submit any information requested by the building Principal. The building Principal shall submit the request to the Superintendent, or designee for consideration. The Superintendent, or designee reserves the right not to fill a stipend position and the Superintendent, or designee's decision is final.

Licking Heights Local School District
Supplemental Salary Schedule

FY26 BA Base: 46,000

Index	YEARS EXPERIENCE - FY25				
	1 or 2	3 or 4	5 or 6	7 or 8	9 +
Level 1	0.1400	0.1500	0.1600	0.1800	0.2000
Level 2	0.1000	0.1100	0.1250	0.1400	0.1600
Level 3	0.0800	0.0950	0.1100	0.1250	0.1350
Level 4	0.0453	0.0486	0.0519	0.0552	0.0568
Level 5	0.0376	0.0438	0.0479	0.0511	0.0540
Level 6	0.0208	0.0241	0.0274	0.0306	0.0335

Values	YEARS EXPERIENCE - FY25				
	1 or 2	3 or 4	5 or 6	7 or 8	9 +
Level 1	6,440	6,900	7,360	8,280	9,200
Level 2	4,600	5,060	5,750	6,440	7,360
Level 3	3,680	4,370	5,060	5,750	6,210
Level 4	2,084	2,236	2,387	2,539	2,613
Level 5	1,730	2,015	2,203	2,351	2,484
Level 6	957	1,109	1,260	1,408	1,541

FY27 BA Base: 47,380

Index	YEARS EXPERIENCE - FY25				
	1 or 2	3 or 4	5 or 6	7 or 8	9 +
Level 1	0.1400	0.1500	0.1600	0.1800	0.2000
Level 2	0.1000	0.1100	0.1250	0.1400	0.1600
Level 3	0.0800	0.0950	0.1100	0.1250	0.1350
Level 4	0.0453	0.0486	0.0519	0.0552	0.0568
Level 5	0.0376	0.0438	0.0479	0.0511	0.0540
Level 6	0.0208	0.0241	0.0274	0.0306	0.0335

Values	YEARS EXPERIENCE - FY25				
	1 or 2	3 or 4	5 or 6	7 or 8	9 +
Level 1	6,633	7,107	7,581	8,528	9,476
Level 2	4,738	5,212	5,923	6,633	7,581
Level 3	3,790	4,501	5,212	5,923	6,396
Level 4	2,146	2,303	2,459	2,615	2,691
Level 5	1,781	2,075	2,270	2,421	2,559
Level 6	986	1,142	1,298	1,450	1,587

FY28 BA Base: 48,801

Index	YEARS EXPERIENCE - FY25				
	1 or 2	3 or 4	5 or 6	7 or 8	9 +
Level 1	0.1400	0.1500	0.1600	0.1800	0.2000
Level 2	0.1000	0.1100	0.1250	0.1400	0.1600
Level 3	0.0800	0.0950	0.1100	0.1250	0.1350
Level 4	0.0453	0.0486	0.0519	0.0552	0.0568
Level 5	0.0376	0.0438	0.0479	0.0511	0.0540
Level 6	0.0208	0.0241	0.0274	0.0306	0.0335

Values	YEARS EXPERIENCE - FY25				
	1 or 2	3 or 4	5 or 6	7 or 8	9 +
Level 1	6,832	7,320	7,808	8,784	9,760
Level 2	4,880	5,368	6,100	6,832	7,808
Level 3	3,904	4,636	5,368	6,100	6,588
Level 4	2,211	2,372	2,533	2,694	2,772
Level 5	1,835	2,138	2,338	2,494	2,635
Level 6	1,015	1,176	1,337	1,493	1,635

ARTICLE XXVII

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, or District-level designee, shall have the right to issue verbal warnings, verbal reprimands and written reprimands. The superintendent, or District-level designee, 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. All disciplinary appeals shall be initiated in writing at Level II of the grievance procedure. Requests for appeal must be submitted to the superintendent no later than two (2) days following the formal action. The decision of the Principal or Superintendent or District-level designee relative only to subsections C., c. d. and e. above shall be subject to grievance arbitration.

E. All formal disciplinary actions shall be documented and placed in the member's file.

ARTICLE XXVIII

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 XXIX

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 XXX

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 XXXI

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:

YEARS ON LPDC COMMITTEE	SUPPLEMENTAL
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.

H. INSTITUTIONS OF HIGHER EDUCATION

1. Effective on May 23, 2024, credits from the below-named universities shall be accorded the following treatment:

Elimination

Credits from the following institutions will not be accepted for the purposes of Salary Advancement, Professional Growth Reimbursement, or hours for LPDC renewal:

Dominican University of California
Idaho State University
University of California San Diego Extension
University of the Pacific

Modification

Credits submitted from the following institutions will be awarded 0.5 Semester Hours for each credit earned for the purpose of Salary Advancement, Professional Growth Reimbursement, or hours for LPDC renewal. This is due to these institutions awarding a credit for 15 clock hours. The standard in Ohio is 30 clock hours per semester credit.

Fresno Pacific University
University of San Diego

No Change

These institutions are currently meeting the expected requirements for professional development and will continue to be accepted for the purpose of Salary Advancement, Professional Growth, and/or hours for LPDC renewal.

American College of Education
Loyola Marymount University
University of La Verne

Further Review

The Board, or designee, and LPDC Committee will continue to monitor this issue and may identify other institutions in the future that present similar issues regarding the quality of the credit they award. The Board, or designee, will make the final determination regarding the acceptance of credits submitted for purposes of Salary Advancement or Professional Growth Reimbursement. The LPDC will make the final determination regarding the acceptance of credits submitted for LPDC hours. Any further changes will be timely communicated to all bargaining unit members.

Appeal Process

If a bargaining unit member has rationale and documentation that would support the LPDC committee/Board, or designee, awarding credits from any of programs/schools on the aforementioned eliminated or modified lists, the member may submit an appeal in writing to the Board, or designee, and a records review will be conducted to determine if CEU credits/salary changes will be granted.

1. For purposes of Salary Advancement, Professional Growth Reimbursement, and/or LPDC renewal, and regardless of the granting institution, one (1) semester credit hour shall be defined as being equivalent to thirty (30) contact or clock hours and shall be credited accordingly.

ARTICLE XXXII

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 District shall participate in the 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.

B. **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 (the requirement that a mentor be employed by the Board for a minimum number of five (5) years may be waived by the Superintendent, or designee. However, the mentor must have at least five (5) years of teaching experience).

C. **SELECTION PROCESS FOR ASSIGNMENT OF MENTORS TO MENTEES**

The Resident Educator Coordinator and Lead Mentors shall establish the criteria assignment of mentors to mentees.

The Resident Educator Coordinator and Lead Mentors shall determine the process by which the mentor or mentee may request a change in assignment.

D. **TRAINING AND RELEASE TIME – MENTORS AND ENTRY YEAR MEMBERS**

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

E. **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.

F. **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.

G. **LENGTH OF PROGRAM**

The Resident Educator Program shall be two (2) academic years in length, a minimum of one hundred twenty (120) days per school year.

H. **WORKLOAD**

The District shall follow the guidelines of ODEW for workload, training and release time.

The District will attempt to maintain a ratio of mentors to Resident Educators of no more than two (2) to one (1).

I. **COMPENSATION**

Each Mentor shall be paid per assigned Resident Educator, as set forth on the supplemental contract pay schedule. Each Lead Mentor shall be paid as set forth on the supplemental contract pay schedule.

ARTICLE XXXIII

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 between five (5) and ten (10) years, as determined by the Superintendent, 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 supersede 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 XXXIV

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 XXXV

DURATION OF CONTRACT

A. This Contract shall become effective on July 1, 2025 and shall remain in effect until June 30, 2028.

B. This Agreement shall become valid and effective after ratification by the LHEA and approval by the Board of Education.

LICKING HEIGHTS EDUCATION ASSOCIATION

Scott Conger, President

Gina Daniels, LHEA

Jaimie Morris, LHEA

Carey Eitel, LHEA

Sean Edwards, LHEA

LICKING HEIGHTS LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

Todd Griffith, Treasurer

Dr. Kevin S. Miller, Superintendent

Jocelyn Cosgrave, Director of Human Resource

Thomas Holdren, Assistant Superintendent

June ___, 2025

_____

Emily Rarey, LHEA

June ____, 2025

APPENDIX 1

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 (7^{th}) 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

_____

Date above signed: _____

TREASURER

_____

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 between December 1 and February 13. 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:

APPENDIX 3

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 XXIX, "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: _____

APPENDIX 4

_____ 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.

APPENDIX 5

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.

APPENDIX 6

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.

FISCAL CERTIFICATE

(O.R.C. 5705.412)

Re: Collective Bargaining Agreement between the Licking Heights Local School District Board of Education and the Licking Heights Education Association (Effective 7/1/2025)

IT IS HEREBY CERTIFIED THAT THE LICKING HEIGHTS LOCAL SCHOOL DISTRICT BOARD OF EDUCATION has sufficient funds to meet the contract, obligation, payment, or expenditure for the above, and has in effect for the remainder of the fiscal year and the succeeding fiscal year the authorization to levy taxes which, when combined with the estimated revenue from all other sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the district to maintain all personnel, programs, and services essential to the provision of an adequate educational program on all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in the succeeding fiscal year equal to the number of days instruction was held or is scheduled for the current fiscal year, except that if the above expenditure is for a contract, this certification shall cover the term of the contract or the current fiscal year plus the two immediately succeeding fiscal years, whichever period of years is greater.

Dated: 6/30/2025

LICKING HEIGHTS LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION

Todd Griffith
Treasurer

Kevin Miller, PhD
Superintendent

Tracy Russ
President, Board of Education