



NEGOTIATED CONTRACT

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Between The

LICKING HEIGHTS EDUCATION ASSOCIATION

And The

LICKING HEIGHTS BOARD OF EDUCATION

July 1, 2012 through June 30, 2015

LICKING HEIGHTS LOCAL BOARD OF EDUCATION
and
LICKING HEIGHTS EDUCATION ASSOCIATION

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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 "Association" 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 teachers, guidance counselors, speech and hearing therapists, librarians, nurses, learning disability tutors and substitutes serving sixty (60) days or more in the same position and employed on a regular contract.

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 ORC. 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 teacher whose position the substitute was employed to fill or the end of the current year, whichever shall come first.

Teachers employed less 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 Ohio Revised Code.

- C. This recognition shall remain in effect until challenged in accordance with the provisions of Section 4117.07 of the Ohio Revised Code.
- D. This recognition constitutes an agreement between the Board and Association 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 Association. Representatives shall be limited to four (4) representatives each of the Board team and the Association 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 Association to the representative(s) of the Board at the first meeting. Following submission of the Association issues, the Board shall submit in writing any specific proposals it wishes to negotiate to the Association'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 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 Association for the purpose of affecting 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 Association 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 Association and the Board for approval. The Board shall take action on the tentative agreement within fifteen (15) days of approval of the Association. When approved by both parties, the agreement shall be signed by the Presidents of the Board and the Association and shall be binding on both parties. The Board and the Association 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 local 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 Association President, or his/her designee, and the local 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 Association may initiate the provisions of Section 4117.14 (D-2) ORC.

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 Association 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 be violated, misapplied, or misinterpreted; 2) the relief sought; 3) a brief description of the grievance; and, 4) the date of submittal.
2. The Association may initiate a grievance.
3. The Association 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 Association.
10. No reprisal shall be made against any party involved in use of this grievance procedure.
11. A grievance may be withdrawn at any level without prejudice.

E. **PROCEDURE:**

Informal:

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

Level I:

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

Level II:

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

Level III:

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

Level IV:

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

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

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

The decision of the awards made by the Arbitrator shall be submitted to the Board and/or its representative, the Association, 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 Association.

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.

Teachers 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 teachers' lounge in each building which will include a telephone extension. Teachers' 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 teachers.

Incidental teacher supplies and materials not provided by the general district 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 teacher may expend on incidental teacher supplies and materials. All materials/supplies ordered in accordance with this paragraph and within each teacher's budgeted allotment shall be provided to the teacher unless the building principal provides the teacher 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 teacher shall be expected nor required to expend any non-reimbursed funds for school instructional supplies, materials, or activities.

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

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

and times the building will be accessible during the periods set forth in subsection (B)(1) above.

ARTICLE IV

STUDENT DISCIPLINE AND TEACHER PROTECTION

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

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

Teachers 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, teachers, and parents a district wide discipline program which shall include procedures for the suspension, expulsion and removal of students.

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

Any case of assault upon a teacher shall be reported promptly to the building principal. The principal and the Superintendent shall assist and support the teacher 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 teacher shall be given release time with no loss of pay to attend such required hearings.

If a teacher 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 teacher(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. Teachers 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 TEACHERS, STUDENTS AND PROPERTY

Physical force may be used by a teacher to protect himself or another teacher 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. Teachers 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 teachers involved in an incident shall assist and support the administration in investigating the circumstances and manner when a teacher 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 teacher for information in their possession relating to the incident or the persons involved and will otherwise cooperate with the teacher in the event of a civil or criminal proceeding. The Board and the Superintendent will give information in accordance with 1347 ORC.

The Board shall reimburse or replace teacher 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 teacher 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 teachers 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 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 teacher.

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.

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 teacher 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 local Superintendent.

Step 4: If the complaint is not resolved satisfactorily at Step 3, a formal conference will be held with the local Superintendent. Each party may be represented by counsel or a representative of choice. A copy of the local 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 local 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 local Superintendent, and the complaining party.

No reprisal shall be made against the teacher 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. Frequency of Evaluations

- a. For the teachers with limited contracts expiring at the end of a school year, there shall be a minimum of one (1) evaluation based on two (2) observations; however, no teacher may be nonrenewed unless at least two (2) written evaluations, each based on two (2) observations, have been conducted in accordance with this Article.
- b. First and second year employees shall be evaluated a minimum of two (2) times each contract year.
- c. All other members may be evaluated one (1) time per year, but no more than two (2) times in one (1) year.
- d. All members of the bargaining unit who fall under Section B.1.a. above will have one (1) evaluation conducted between the third Wednesday of September and the second Wednesday in December with a written report to be received by the teacher no later than ten (10) school days after the evaluation.

The second evaluation must be conducted between the third Wednesday of January and the last school day of March with a written report to be received by the teacher no later than ten (10) school days after the evaluation.

These dates will be extended by the number of days lost due to emergency closing between the two (2) evaluation periods listed above.

- e. Two (2) thirty (30) minute observations equal one (1) evaluation.

2. Certificated employees of the Licking Heights Local School District holding certificates defined in Section 3319.22 (E), (F), (H) and (J) of the Ohio Revised Code shall be considered qualified to evaluate members of the bargaining unit.

3. Observations and Evaluation Reports

- a. Evaluation shall be based on at least two (2) observations of a minimum of thirty (30) minutes in length. Formal classroom observations shall be conducted at reasonable intervals of no less than three (3) school days.
- b. A written report of the results of each evaluation shall be given to the member at least the day preceding the scheduled conference to discuss the evaluation. A conference shall be scheduled at a mutually agreed upon time to discuss the evaluation but in no event

shall said conference be held later than ten (10) school calendar days following the last observation. If extenuating circumstances prohibit one of the parties to meet within the ten (10) school calendar days, the conference shall be held no later than twenty (20) school calendar days following the last observation.

- c. The written evaluation, following a review by the member and the evaluator, will be signed by each party. One (1) copy will be given to the member and one (1) copy will be placed in the member's personnel file. The member's signature signifies only that the member has reviewed the evaluation and does not necessarily imply agreement with the evaluation. The member shall have the right to attach comments relative to the evaluation within three (3) school calendar days following the conference.
4. Members whose evaluations reflect a need to improve in one (1) or more areas shall be expected to develop cooperatively with his/her evaluator a written positive program of improvement designed specifically to assist in the correction of professional difficulties or deficiencies identified in the evaluation process.

Within ten (10) work days of the member's evaluation conference, the member shall submit a plan of improvement to his/her building principal. Such plan shall address all deficiencies identified in the evaluation process. Within five (5) work days of the submission of the plan, the teacher and principal shall meet to cooperatively review and discuss said plan. Based upon the discussion at the meeting, the principal shall finalize the plan of improvement and submit it to the teacher within five (5) work days of the plan meeting.

Should the teacher fail to submit a plan of improvement to his/her principal within the ten (10) work day period, he/she shall have waived the right to cooperatively develop said plan.

5. The judgment of the evaluator shall not be subject to the grievance procedure in the negotiated Agreement unless the evaluation includes information not related to the specific job duties contained in the teacher job description.
6. The Board and Association specifically agree that compliance with the evaluation procedure set forth in this negotiated agreement shall fully satisfy any and all requirements of law with respect to the adoption and implementation of evaluation procedures for members of the bargaining unit including but not limited to all of the requirements of Section 3319.111 ORC as amended by Amended Substitute HB330.
7. A committee composed of four (4) Association members appointed by the President, the Superintendent with input from the Board Personnel Committee, four (4) administrators appointed by the Superintendent and

the Board Personnel Committee shall meet by written request of either party to develop jointly, or revise if necessary, a recommended evaluation instrument to be submitted to the Board for approval. Such instrument shall become an addendum to this Agreement for information purposes only.

8. The evaluation instrument revised in 2001-2002 will remain in place subject to B.7., Article VIII.

The observation instrument may be determined by the building administrator in his/her discretion and shall be shared with teachers and explained prior to implementation. The criteria in the observation must relate to the evaluation instrument.

9. Documentation from walk-throughs by administrators shall not be considered evaluative in nature or be used in evaluations unless the evaluator has put the teacher on written notice of a deficiency addressed in an improvement plan.

C. TRANSITION TO STATE-MANDATED EVALUATION APPROACH

1. In the event the provisions of HB 153 effecting evaluation are still in effect as of June 30, 2013, and A and B above are no longer in compliance with state law, Sections A and B shall become ineffective.
2. The Joint Committee established under Section (B)(7) above shall meet and develop a replacement evaluation system in the 2012-13 school year so that the parties can adopt and ratify a policy by July 1, 2013, in compliance with HB 153.
3. Expedited Grievance Challenge – Teacher 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 employees 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 Association 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 Association wishes to appeal to arbitration, the Association 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.

- c. This section (c)(3) shall become ineffective on June 29 of the year in which this Agreement expires.

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. The specific instructions for applying for a continuing contract can be found at www.neola.com/lickingheights-oh, Policy no. 3124. 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.

A member whose contract is due to expire or to be renewed and who is on an approved leave of absence for an extended period of time which prohibits the Administration from completing the required evaluation in accordance with the provisions of Article VIII of this Agreement, shall have his/her contract extended for a period of one (1) year with all the rights and benefits guaranteed by this Agreement in order that the evaluation requirements of Article VIII can be fully 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 Association 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 shall be placed in a member's personnel file which comes from an anonymous source nor shall such information be made a matter of record.

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

Access to public personnel records shall be in accordance with the provisions of Section 149.43 of the Ohio Revised Code.

A member shall be notified verbally 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 Association 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 in the member's file on the basis of accuracy, relevancy, completeness or timeliness.

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	Permanent

Documents removed under this Article shall be removed in the presence of the Superintendent/designee and Association 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 Ohio Revised Code.

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 Ohio Revised Code.
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 ORC 3319.17, for adverse financial reasons, or for abolishment of programs 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. Teachers serving under continuing contracts will be placed at the top of the list, in descending orders of seniority. Teachers serving under limited contracts will be placed on the list under continuing contract teachers, 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 teachers have the same length of continuous service, seniority will be determined by:
 - the date of the Board meeting at which the teacher was hired, and then by;
 - the date the teacher signed his/her initial employment contract in the district, and then by;
 - any remaining ties will be broken by lot.
 3. Recommendation reductions in a teaching field will be made by selecting the lowest person on the seniority list for that area of certification who is currently assigned to a position in that teaching field. A teacher so affected may elect to displace a teacher who holds a lower position on a seniority list for another area of certification, provided he has taught in the second area of certification for at least ninety (90) days in the five (5) calendar years immediately preceding the reduction, or has taken an academic refresher course of at least two (2) semester hours or three (3) quarter hours in the area of certification in the five (5) calendar years immediately preceding the reduction or enrolls in such course in the first available academic period following the notice. Any such election must be made at the time the teacher is notified he/she will be affected.

- B. The names of teachers 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 date of the reduction. Teachers on the recall list will have the following rights:
1. No new teachers will be employed by the Board while there are teachers on the recall list who are certificated for the vacancy provided he/she has either taught in the area of certification at least ninety (90) days in the five (5) calendar years immediately preceding the reduction, or has taken an academic refresher course of at least two (2) semester hours for three (3) quarter hours in the area of certification in the five (5) calendar years immediately preceding the reduction or enrolls in such course in the first available academic period following the notice of the vacancy.
 2. Teachers on the recall list will be recalled in order of seniority for vacancies in areas for which they are certified, provided they meet the provisions delineated in B.1. above.
 3. If a vacancy occurs, the Board will send written notification via certified mail, return receipt requested to the last known address of all teachers on the recall list who are qualified according to these provisions. It is the teacher's responsibility to keep the Board informed of his/her current address. All teachers are required to respond in writing to the district office within seven (7) calendar days. The most senior of those responding will be given the vacant position. Any teacher who fails to respond within seven (7) calendar days, or who declines to accept the position, will forfeit all recall rights.
 4. A teacher on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave, and salary schedule placement at the proper level.
- C. The parties agree that these procedures apply only to the suspension of contracts under 3319.17 or for financial reasons or for abolishment of programs. This article shall not require the Board of Education to fill any vacancy, nor shall it interfere with any other lawful personnel procedures in the district.
- D. The Board shall not use seniority as a factor in layoff and recall under this Article unless it is consistent with ORC 3319.112 and 3319.17.

ARTICLE XIII

VACANCIES, TRANSFERS, AND PROMOTIONS

A. STAFF ASSIGNMENTS

Staff assignments are made by the local Superintendent subject to the approval of the County Superintendent.

B. NOTICE OF VACANCIES

1. During the school year, all teachers will be notified via electronic mail (LACA or a secondary e-mail if provided by the teacher) 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 teacher, summer vacancies shall be notified in writing via the postal service. The form of the vacancy notification shall be at the discretion of the Superintendent but clearly identifiable as a vacancy notice. The Board will act upon resignation or a retirement within two (2) Board meetings from receipt of request. No employment of an outside applicant shall be recommended until a reasonable attempt has been made to notify a teacher about the vacancy in which they have expressed an interest.
2. Teachers desiring consideration for possible reassignment must notify the Local Superintendent on the job survey form by April 1. Such form shall include a section for the teacher to list all positions for which he/she desires to be considered.
3. Teachers desiring a specific position (per the job survey form, Appendix 2) will be contacted by the Superintendent or his/her designee if the position becomes available. After July 10, it is recognized that positions must be filled expeditiously and teachers wishing contact as to a position or positions are responsible for making their whereabouts readily available in writing to the district.

C. TEACHING ASSIGNMENTS

1. In the event more than one (1) teacher submits, in writing, a desire for a particular assignment, preference shall be given to the member with the greater seniority that is certified for the assignment if deemed equally qualified by the local Superintendent.
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.

Teachers 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 teacher is entitled to assume the same position (subject, grade level and building) as held prior to the leave if said position remains in the district 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 teacher involved and the principal, at which time the teacher will be notified in writing of the reasons. The teacher 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 district as determined by the Superintendent.
3. A teacher being involuntarily transferred or reassigned will be placed only in a position for which such teacher is certificated or can be certified.

ARTICLE XIV

CLASS SIZE AND TEACHER LOAD

The Board shall employ not less than forty (40) classroom teachers per one thousand (1,000) students in Average Daily Membership (ADM) as determined pursuant to Section 3317.02 Ohio Revised Code. ADM does not include students attending the Joint Vocational School or counted in division (M) or (N) or Section 3317.024 of the Revised Code minus one-half (1/2) of the kindergarten ADM minus the Full Time Equivalency (FTE) of seventy-five percent (75%) students enrolled in vocational programs in the high school.

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

Class size at all levels will be as equitable as possible and shall be within any and all state standards.

All support and assistance personnel will be equitably distributed between all regular and special teachers (exclusive of physical education, music, and LD tutors) at the

elementary schools. The distribution of such support and assistance shall be made by the building Principal after consultation with the faculty of the building.

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

The Administration shall make every possible effort to keep all Middle School and high school class loads at less than one hundred seventy-five (175) pupils per day. Middle School 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, physical education), however, excess class sizes will also be avoided in these areas.

Middle School and high school teachers 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 teachers at the high school and Middle School 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 teachers 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 teacher 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.

Teachers 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 teachers. Such lesson plans and schedules of daily school routines and list of duties of the teacher being replaced shall be provided to the substitute by the building Principal.

Lesson plans shall be returned to the teacher 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 teacher shall be invited to participate in the development and implementation of the IEP to foster optimum educational growth and development;
- B. Inservice education shall be provided regular classroom teachers who are assigned students with an active IEP;
- C. Teachers 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

TEACHER DAY

A. TEACHER DAY

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

The workday for secondary teachers shall start fifteen (15) minutes prior to the beginning of the student day and end fifteen (15) minutes following the end of the student day. The work day for elementary teachers shall start fifteen (15) minutes prior to the beginning of the student day and end fifteen (15) minutes following the end of the student day.

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

Within the time period indicated above, all teachers shall have not less than fifteen (15) minutes at the beginning and fifteen (15) minutes at the end of their day free of assigned student instruction. Nothing herein shall be construed as prohibiting the administration from requiring a teacher to be at his/her duty station during these periods.

B. STAFF MEETINGS

Teachers may be required to attend one (1) staff meeting per month. Staff meetings shall 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 teachers shall have a duty free uninterrupted lunch each day of not less than thirty (30) consecutive minutes. Teachers shall be free to use their lunch period as they choose.

D. **PLANNING/CONFERENCE TIME**

During the teacher work day, all middle school and high school teachers shall have at least one (1) planning/conference period daily of not less than forty (40) consecutive minutes. The parties recognize that employees assigned to more than one (1) building during the day may not be able to schedule forty (40) consecutive minutes during the day for such activities. Elementary teachers 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 teacher 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 teacher initiated conferences with students. Planning/conference time for teachers 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 teachers in special areas such as music, art and physical education.

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

E. **LATE ARRIVAL DAY**

The District shall schedule nine (9) late arrivals for students per school year. (The second Wednesday; two hour time frame)

Teachers will arrive at their normal work day time.

Late arrival dates/times will be used for:

- a. Committee meetings
- b. IEP meetings
- c. IAT's
- d. Development of outcomes/standards and curricula, intervention and proficiency development
- e. Review and insertion of information on permanent records, and
- f. Other miscellaneous work responsibilities.

Such days shall not be used for scheduled in-services and/or regularly scheduled principal meetings.

Should late arrival days be scheduled through a reduction in the length of every class and/or lunch period resulting in equal time loss for every teacher within a building, no time adjustment/compensation shall be required.

Late arrival dates shall be noted on all school calendars.

F. **WAIVER DAYS**

The District may schedule two (2) waiver days per year which may be used for a combination of staff development, staff meetings, IEP's, CIP development and IAT meetings, and the meetings listed in Section E, above.

G. **ADDITIONAL REQUIREMENTS**

1. Professional staff members will be free to leave the school grounds without permission during unassigned times. Prior to leaving school grounds, employees shall notify the building Principal or his/her designee in case of an accident or emergency situation.
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 teachers will not be required to remain in the classroom when special area teachers (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.

Teachers 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 teachers.
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.

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

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 teacher is unavailable. A member may be requested to temporarily accept all or part of another member's class in addition to his/her own assignment.

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

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

This article shall be enforceable for all bargaining unit members.

Requests under this policy shall be kept as limited 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 district Treasurer, at least weekly, any compensation earned by members under this policy.

ARTICLE XVII

LEAVE PROVISIONS

A. ASSOCIATION LEAVE

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

B. JURY DUTY – WITNESS LEAVE

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

C. MILITARY LEAVE

Military leave shall be granted to teachers as provided in Ohio Revised Code 3319.14.

D. PERSONAL LEAVE

1. Each employee shall be granted not more than three (3) days per school year for the purpose of conducting personal business which cannot be conducted at times other than during the regular school day.
2. Said leave shall not be accumulated from one (1) year into the next. (Year is defined as July 1 - June 30).
3. Written application on forms provided by the Board of Education for personal leave shall be signed by the applicant and submitted to the office of the principal at least seventy-two (72) hours prior to the day such leave is to be taken. When emergency situations arise, making this compliance impossible, the Superintendent shall be advised at the first opportunity and the written application for personal leave shall be submitted to the Superintendent within three (3) days after date of absence.
4. Personal leave may not be used immediately preceding or following a holiday or vacation without a written explanation provided to the Superintendent.
5. Not more than ten percent (10%) of the teachers assigned to a building may be approved for any one (1) day.
6. Teachers will not be required to state any specific reason for personal leave.
7. Personal leave may be granted in quarter day increments.
8. Additional days of personal leave may be granted by the local Superintendent in special circumstances as determined by the local Superintendent.

9. If a bargaining unit member has any unused personal days, they shall be converted to sick leave and added to the teacher'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 teacher is placed on an ill health leave as prescribed by the Ohio Revised Code.
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(s). Member will only be required to pay 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 teacher, 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 teachers 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 teacher 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 district 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 teacher to any position for which the teacher is certified or certifiable.
6. If the teacher desires to return to active service prior to the stated date of return on the application for leave, the teacher shall notify the Superintendent, in writing, that an early return is requested and the date upon which the teacher wishes to return. Upon the recommendation of the Superintendent, the Board of Education may authorize the early return of the teacher. If the early return is authorized by the Board, the teacher shall return on the date authorized which shall be at the beginning of the next grading period. The teacher shall be placed in a position assignment as agreed to by the Board and the teacher, in writing, prior to the authorization by the Board.
7. The only restriction on said unpaid leaves shall be that any teacher granted such leave shall have completed not less than two (2) consecutive years of service to the District 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 local Superintendent in writing no later than April 1 of their intention to return to duty upon the expiration of their authorized leave. If notification is not received by the above date, the Board shall declare the position vacant and the member shall have his/her contract nonrenewed/terminated.

G. **SHORT-TERM UNPAID LEAVES OF ABSENCE**

1. Teachers may be granted unpaid leaves of absence for periods not to exceed five (5) working days.
2. Teachers 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 teacher shall be granted more than one (1) said leave in a school year.
4. Teachers shall normally apply for such leave as soon as possible but no less than two (2) weeks prior to the planned commencement of the leave. Exceptions to this time limit may be granted by the Superintendent based upon individual unique considerations.
5. The Superintendent shall respond to any request for said leave as soon as possible.

H. **SICK LEAVE**

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

7. Sick leave may be used for the following reasons upon approval:
 - a. Personal illness.
 - b. Pregnancy.
 - c. Injury.
 - d. Exposure to contagious disease which could be communicated to others.
 - e. Illness or injury in the bargaining unit member's immediate family.
 - f. Death in the immediate family.
8. The immediate family is defined as: spouse, children, father, mother, sister or brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, foster children, step-children, grandparents or grandchildren. Other relatives, friends, or persons having a special relationship to the member may be included providing it is recommended by the local Superintendent and approved by the Board.
9. Death in the immediate family shall include all of the bargaining unit member's family identified in item 8 above in addition to those determined to be such by the responsible administrative officer.
10. After one (1) week of consecutive absence on sick leave for the purpose of personal illness, the unit member may be asked to provide rationale detailing their wellness to return to work.
11. The member is required to furnish a written, signed statement on the form prescribed by the Board when using sick leave. If medical attention is required, the member's statement shall list the name and address of the attending physician and the dates when the physician was consulted. Nothing in this section shall be construed to waive the physician-patient privilege provided by Section 2317.02 of the Revised Code. Falsification of a statement is grounds for suspension or termination of employment under Section 3319.081 and 3319.16 of the Revised Code. No sick leave shall be granted or credited to a member after his retirement or termination of employment.
12. Members of the bargaining unit who use three (3) days or less of sick leave per year shall be granted a salary supplement as follows:
 - a. Three (3) days of use - One-half ($\frac{1}{2}$) day of salary reimbursement
 - b. Two (2) days of use - One (1) day of salary reimbursement
 - c. One (1) day of use - One and one-half ($1\frac{1}{2}$) days of salary reimbursement
 - d. No days used - Two (2) days of salary reimbursement
13. Said salary adjustment shall be made in a lump sum payment on the first pay in July.
14. Sick leave shall be taken in quarter ($\frac{1}{4}$) day increments.

I. **PROFESSIONAL LEAVE (PROFESSIONAL MEETINGS)**

1. Upon approval of the local Superintendent, a teacher 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 Ohio Revised Code.
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.
3. All professional staff members are encouraged to participate in professional activities of educational organizations which operate for the benefit of the school. These include membership and holding office in professional organizations, participation in curriculum studies, and educational leadership in experimental programs.
4. The Superintendent has the authority, when he/she considers a meeting to be of sufficient importance to the welfare of the school, to request representation from the professional staff to attend such meeting(s).
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 which is supported by receipts.
 - c. Meals necessary and actual expenditures as certified by receipts.
 - d. Lodging which is supported by receipts.
 - e. Miscellaneous expenses such as tour and ferry fares, bridge, highway and tunnel tolls, telephone calls, conference registration and the expense necessary to the conduct of official school district business which is supported by receipts.
6. Request for professional leave shall be made in writing to the Superintendent at least two (2) weeks prior to the scheduled meeting date, unless knowledge of the meeting comes after the deadline. All requests shall be made on a form provided by the Board.
7. Additional days may be granted a teacher upon approval of the Board.

J. **ASSAULT LEAVE**

Consistent with Section 3319.143 ORC, the Board shall grant a fully paid leave of absence to any teacher 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 teacher shall use more than thirty (30) days per year for such leave. The teacher 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 teacher's accumulated sick leave.

K. **SICK LEAVE BANK**

The Board and the Association 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 up to two (2) day(s) of their accumulated, but unused, sick leave days to a Sick Leave Bank.
2. The Sick Leave Bank will be refreshed at the beginning of each school year.
3. A Committee comprised of the Superintendent or his/her designee, the President of the Association, or his/her designee, one (1) building Principal chosen by the Superintendent, and two (2) Association members chosen by the Association 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 during the current school year may request sick leave days from the Bank.
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 (October 1st – September 30th of the following school year).
7. The Sick Leave Bank shall not be used as a means for increasing retirement compensation and/or severance pay.
8. Members receiving sick days from the Sick Leave Bank shall be required to repay the Bank at the rate of fifty percent (50%) of his/her monthly accumulated sick leave until the total number of days borrowed have been repaid to the Bank. If employment is separated with the School District prior to full repayment, any accrued leave will be used to repay the sick leave bank consistent with the preceding sentence.
9. Days repaid to the Bank will be used to fund the Bank for future bargaining unit member usage.
10. Should the Sick Leave Bank be terminated by the union or the Board of Education, the days in the Bank will be redistributed on a pro-rated basis to those who contributed.

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 TEACHERS

Teachers 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. Teachers 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 District.

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

SECTION III: BONUS BENEFITS

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

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

ARTICLE XX

PAY PERIODS

- A. All teachers employed in the Licking Heights School District shall be paid in twenty-six (26) equal gross payments on every other Friday.
- B. Should a payday fall during a scheduled holiday, teachers shall receive payment on the last business day prior to the holiday.

C. Holidays are defined as:

New Years 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 Ohio Revised Code.
- E. Pay notifications shall be mailed during the summer months when school is not in session. These pay notifications shall be mailed not later than the day preceding the regular payday.
- F. Teachers 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 teacher received an over payment for more than \$100.00, repayment to the district will be pro-rated over an equal amount of time to be agreed upon by the employee and the Treasurer's office.
- J. Teachers shall have their pay direct deposited.
1. Members may change banks and/or deduction amounts (i.e. amount to savings and amount to checking) at any time during the year upon written notification to the Treasurer.

ARTICLE XXI

AUTHORIZED PAYROLL DEDUCTIONS

- A. Deductions may be authorized for payroll deductions to the Treasurer by the member for the following:

1. FCPE (Fund for Children and Public Education)
 2. Health Insurance Programs
 3. Annuities - enrollment shall be limited to existing companies and to any additional companies where at least five (5) employees of the Board indicate that they wish to use said company.
 4. STRS Service Credit in accordance with Sections 3307.28 and 3307.281 of the Ohio Revised Code.
- 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 may be authorized for payroll deduction to the Treasurer by the member for the following:
1. Credit Union (Licking County or Whitehall)

Deductions for the credit union shall be made in equal deductions from each regular paycheck over the succeeding year following authorization. Credit union deductions will be forwarded to the credit union by mail depository within twenty-four (24) hours of the pay date on which they were deducted. Credit union deductions may be authorized at any time by proper application.
- D. 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.
- E. 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 Association Treasurer shall notify the District Treasurer of the amount of dues payable to each Association by September 30.
 2. Deductions shall be in equal amounts and shall be deducted for the balance of the pays in the contract year. Deductions shall be forwarded to the appropriate agencies within the month in which they are deducted.

ARTICLE XXII

ACCESS TO FINANCIAL INFORMATION

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

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

ARTICLE XXIII

INDIVIDUAL MEMBERS CONTRACTS

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

The school year for members shall be not more than one hundred eighty-two (182) working days which shall be in accordance with the adopted school calendar. All members shall be given an opportunity to provide via the association 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.

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

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

Parent-teacher conference days normally will be held on two successive Thursdays except by mutual agreement by the Principal, Teacher and the LHEA. Parent-teacher 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 teacher work day, nor end later than 8:30 p.m. Staff members will be dismissed one (1) day per semester "in lieu" of these days. Such days shall be mutually scheduled in consultation with the LHEA and shall normally be scheduled in conjunction with other holidays or vacation periods.

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

ARTICLE XXIV

FRINGE BENEFITS

A. HEALTH 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 health care plan.

For the life of the contract, the Board shall provide coverage equal to or better than the coverage effective January 01, 2008.

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 will consist of the executive committee of LHEA and an equal number of persons appointed by the Superintendent (with representation from the ESP unit). The committee shall meet monthly.

ARTICLE XXV

SALARY SCHEDULE

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

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

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

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

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

1. There will be no increase on the base during the 2012-13 school year; the base salary shall remain \$30,842.
2. There will be no vertical movement on the salary schedule during the 2012-13 school year (no steps).
3. Horizontal movement (for increased education) shall occur normally.
4. A one time \$500 payment for the 2012-13 school year will be made to each teacher who works a full time schedule of more than thirty-five (35) hours per week, one-half ($\frac{1}{2}$) to be paid in the first pay for the 2012-13 contract year and one half ($\frac{1}{2}$) to be paid in the last pay of the 2012-13 contract year. That amount shall be prorated for teachers who are contracted for thirty-five (35) or fewer hours weekly. The teacher must be under contract in the LHEA Bargaining unit at the time of payment to receive the particular payment.

5. If any group of employees of the Licking Heights Local School District receives a step increase, percentage on the base or "signing bonus" that results in an increase of more than \$500 during the 2012-13 school year all members of LHEA will receive the same.

6. The parties will meet for the purposes of negotiating financial issues in the second and third year of the Contract. If in 2013 the parties reach agreement on the remaining two (2) years of this Contract, there shall be no reopener for the third year.

**LICKING HEIGHTS EDUCATION ASSOCIATION
SALARY SCHEDULE INDEX
EFFECTIVE JULY 1, 2010-JUNE 30, 2011 AND THROUGH 2012-13**

STEP	BA		5-YEAR		MA		MA+15	
0	1.000	\$30,842	1.046	\$32,261	1.097	\$33,834	1.153	\$35,561
1	1.046	\$32,261	1.097	\$33,834	1.153	\$35,561	1.213	\$37,411
2	1.092	\$33,679	1.148	\$35,407	1.209	\$37,288	1.273	\$39,262
3	1.138	\$35,098	1.199	\$36,980	1.265	\$39,015	1.333	\$41,112
4	1.184	\$36,517	1.250	\$38,553	1.321	\$40,742	1.393	\$42,963
5	1.230	\$37,936	1.301	\$40,125	1.377	\$42,469	1.453	\$44,813
6	1.276	\$39,354	1.352	\$41,698	1.433	\$44,197	1.513	\$46,664
7	1.322	\$40,773	1.403	\$43,271	1.489	\$45,924	1.573	\$48,514
8	1.368	\$42,192	1.454	\$44,844	1.545	\$47,651	1.633	\$50,365
9	1.414	\$43,611	1.505	\$46,417	1.601	\$49,378	1.693	\$52,216
10	1.460	\$45,029	1.556	\$47,990	1.657	\$51,105	1.753	\$54,066
11	1.506	\$46,448	1.607	\$49,563	1.713	\$52,832	1.813	\$55,917
12	1.552	\$47,867	1.658	\$51,136	1.769	\$54,559	1.873	\$57,767
13	1.598	\$49,286	1.709	\$52,709	1.825	\$56,287	1.933	\$59,618
14	1.644	\$50,704	1.760	\$54,282	1.881	\$58,014	1.993	\$61,468
16	1.690	\$52,123	1.811	\$55,855	1.937	\$59,741	2.053	\$63,319
19	1.736	\$53,542	1.862	\$57,428	1.993	\$61,468	2.113	\$65,169
20	1.782	\$54,960	1.913	\$59,001	2.049	\$63,195	2.173	\$67,020
22	1.828	\$56,379	1.964	\$60,574	2.105	\$64,922	2.233	\$68,870
27	1.874	\$57,798	2.015	\$62,147	2.161	\$66,650	2.293	\$70,721

ARTICLE XXVI

SATURDAY SCHOOL MENTOR

The rate of pay for the Saturday school mentor shall be \$25.00 per hour effective July 1, 2005.

ARTICLE XXVII

SUPPLEMENTAL CONTRACT PAY SCHEDULE

(Per Board's request, maximum number of supplementals is denoted by number inside parentheses, following each title, for clarification purposes)

LEVEL I

Athletic

Head Cross Country (1)
Head Golf (1)
Head Football (1)
Head Boys Soccer (1)
Head Girls Soccer (1)
Head Volleyball (1)
Head Boys Basketball (1)
Head Girls Basketball (1)
Head Wrestling (1)
Head Baseball (1)
Head Softball (1)
Head Boys Track (1)
Head Girls Track (1)

Music

Band (1)
Music/Play Director (1)

Academic

District Lead Tech Coord. (1)

LEVEL II

Athletic

** Asst. HS Football (5)
Head HS Cheerleading – Fall (1)
* Asst. HS Volleyball (1)
* Assistant HS Golf
* Asst. HS Boys Basketball (1)
* Asst. HS Girls Basketball (1)
Head HS Cheerleading – Winter (1)
* Asst. HS Wrestling (1)
Dance Team Advisor (1)
*** Asst. HS Softball (2)
*** Asst. HS Baseball (2)
Asst. HS Track (1)
* Asst. Boys Soccer (1)
Asst. Girls Soccer (1)

Music

Asst. Marching Band Dir. (3)
Asst. Play/Musical Dir. (1)

Academic

Bldg Level Tech Coord. (4)

* JV coaches if we have numbers to field team, if not will assist varsity

** Football assistants (one is JV)

*** One of the two would be freshman coach if we have the numbers to field a team, if no freshman team will assistant varsity, one will be JV if we have the numbers to field a team

LEVEL III

Athletic

- * Asst. HS Football (1)
- ** Asst. HS Cheerleading – Fall (1)
- * Asst. HS Volleyball (1)
- *** MS Football (2)
- *** MS Volleyball (2)
- * Asst. HS Boys Basketball (1)
- * Asst. HS Girls Basketball (1)
- ** Asst. HS Cheerleading – Winter (1)
- *** MS Boys Basketball (2)
- *** MS Girls Basketball (2)
- MS Wrestling (1)
- MS Boys Track (1)
- MS Girls Track (1)
- **** MS Baseball (1)
- **** MS Softball (1)

Music

- Asst. Musical Dir. (1)
- Choir Director (1)
- Elementary Choir Dir. (1)

Academic

- Newspaper Advisor (1)
- Speech & Debate Advisor (1)
- Grade Level Chairs (10)
- Dept. Head (6)
 - Math
 - Science
 - Social Studies
 - English/Foreign Language
 - K-6 Fine Arts
 - 7-12 Fine Arts
- HS Yearbook (1)

- * Freshman coach if we have the numbers to field a team, if not will assist with JV and varsity
- ** JV coach if we have the numbers to field a team, if not will assist varsity
- *** one is 7th grade coach and one is 8th grade coach if numbers to field two teams, if not will co-coach
- **** If numbers to field two teams this would be the 8th grade coach

LEVEL IV

Athletic

- MS Cheerleading – Fall (1)
- Fall Faculty Manager (1)
- Winter Faculty Manager (2)
- MS Cheerleading – Winter (1)
- * Asst. MS Softball (1)
- * Asst. MS Baseball (1)

Music

Academic

- HS Student Council (2)
- Quiz Bowl (1)
- National Honor Society (1)
- MS Yearbook (1)
- MS Student Council (1)
- 8th Gr. Field Trip Super (1)

- * If numbers to field two teams this would be the 7th grade coach, if not will assist 8th grade coach

LEVEL V

Athletic

Music

- HS Pep Band Instructor (1)
- Stage Prep – Winter (1)

Academic

- 5th Gr. Camp Coord. (1)
- Jr. Class Advisor (2)
- Sr. Class Advisor (1)
- Elem. Music Accompanist (1)
- Elem. Art Club Advisor (1)

Elem. Music Accompanist (1)

* JV coach if we have the numbers to field a team, if not will assist the varsity

SUPPLEMENTAL CONTRACT PAY SCHEDULE

See Attached For Supplemental Pay Schedule

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

SUPPLEMENTAL SALARY SCHEDULE
EFFECTIVE JULY 1, 2010 – JUNE 30, 2013

<u>YRS./EXP.</u>	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>7</u>	<u>10</u>	<u>13</u>
<u>LEVEL 1</u>	\$2,197	\$2,413	\$2,630	\$2,847	\$3062	\$3,279	\$3,495	\$3,712	\$3,929
<u>LEVEL 2</u>	1,810	1,918	2027	2134	2,244	2,351	2,459	2,568	2,676
<u>LEVEL 3</u>	1,359	1,411	1,466	1,520	1,575	1,628	1,683	1,737	1,791
<u>LEVEL 4</u>	1,131	1,211	1,293	1374	1,455	1,536	1,591	1,645	1,695
<u>LEVEL 5</u>	582	637	691	745	799	854	908	962	1016

ARTICLE XXVIII

DISCIPLINARY PROCEDURE

A. Members of the bargaining unit 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 ORC.

B. A building principal and/or assistant building principal shall have the right to issue verbal warnings, verbal reprimands and written reprimands. The Superintendent shall have the right to issue suspensions.

A member shall not be issued a written reprimand or a suspension without the member being given prior written notification as to the nature of the offense(s) and having the opportunity to have a representative of his/her choice present.

C. The disciplinary sequence shall be as follows:

- a. Verbal warning (Informal)
- b. Verbal reprimand (Informal)
- c. Written reprimand (Formal)
- d. Suspension without pay not to exceed one (1) day (Formal)
- e. Suspension without pay not to exceed five (5) days (Formal)

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

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

ARTICLE XXIX

STRS PICK-UP

UTILIZING THE SALARY REDUCTION METHOD

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

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

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

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

ARTICLE XXX

FURTHER EDUCATION

A. Purpose and Intent

1. The Board and Association wish to encourage licensed personnel to continue professional growth. There are at least three (3) methods, either separately or in combination, that teachers can use for funding assistance: loan forgiveness from the state or federal government; fee waivers; and tuition reimbursement within the District.
2. It is the parties' intent that teachers 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 teacher 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 teachers 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 teacher 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 teacher.
6. Before reimbursement is made, the teacher 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 teacher must complete the next school year as a teacher in the district. If the teacher fails to satisfy this teaching obligation, the amount the teacher 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 teacher, it shall be immediately due and payable to the district. 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 teachers, early experience teachers, 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 teacher contract year the LHEA, based on information from the LPDC, will inform teachers needing license renewal by the following June 30th, of fee waivers available that school year. These teachers shall have the first ten (10) days of the teacher 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) teacher contract day period has expired, other teachers may apply for the remaining fee waivers for that year, not to exceed two (2) per academic portion of the year.
4. The LPDC will keep the LHEA President, Treasurer and Superintendent updated on the status of completion of course work for license renewal.

ARTICLE XXXI

FAIR SHARE FEE

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

- E Notice of the amount of the annual fair share fee which shall not be more than one hundred percent (100%) of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board by September 30th of each year during the term of the Agreement for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Ohio Education Association.
- F. Payroll deduction of such fair share fees shall begin at the second payroll period in January, except that no fair share fee deductions shall be made for bargaining unit members employed after October 31 until the member has been apprised of his/her rights under the Association's internal rebate procedure.
- G. The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first pay date occurring on or after forty-five (45) days from the termination date of membership.
- H. The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted.
- I. The Association shall indemnify and save the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Board for the purpose of complying with this Fair Share Fee Procedure.
- J. The Association 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 Association at any time and provide its own defense.

ARTICLE XXXII

SAVINGS CLAUSE

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

ARTICLE XXXIII

LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

A. PURPOSE

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

B. TERM OF OFFICE

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

C. COMMITTEE COMPOSITION AND SELECTION

1. The committee shall be comprised of seven (7) members as follows: one teacher per building and two (2) representatives of the administration.
2. The five (5) teachers shall be appointed by the Association President with the concurrence of the Association 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) teachers.
4. When an appointed LPDC teacher member presents his/her IPDP a teacher alternate would sit on the LPDC.
5. When an administrative IPDP is to be considered, the LHEA member with the three (3) year term will be replaced by an administrator appointed by the Superintendent.

D. CHAIRPERSON

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

E. DECISION MAKING

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

F. **TRAINING**

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

G. **MEETINGS AND COMPENSATION**

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

<u>YEARS ON LPDC COMMITTEE</u>	<u>SUPPLEMENTAL</u>
1	\$1,000
2	\$1,100
3	\$1,200
4	\$1,300
5	\$1,400
6	\$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 Association President in June.

ARTICLE XXXIV

RESIDENT EDUCATOR

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

A. ENTRY YEAR PROGRAM

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

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

- B. The committee shall be comprised of two (2) members selected by the LHEA President/designee and 2 members selected by the Superintendent/designee. Such program shall be reduced to writing and submitted to the LHEA and Board for approval. If approved by both parties, such a program shall be incorporated herein by reference.

C. MENTORS

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

D. SELECTION PROCESS FOR ASSIGNMENT OF MENTORS TO MENTEES

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

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

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

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

F. **CONFIDENTIALITY**

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

G. **CONTRACTUAL EVALUATION**

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

H. **LENGTH OF PROGRAM**

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

I. **WORKLOAD**

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

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

ARTICLE XXXV

RE-EMPLOYMENT OF RETIRED TEACHERS

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

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

- A. The re-employed teacher will start with salary schedule placement experience of five (5) years and education credit consistent with their educational experience.

The re-employed teacher will be advanced one (1) year on the salary schedule for each year of re-employment service to the District.

- B. The re-employed teacher 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 teacher shall bear the full cost of such insurances. In addition, insurance eligibility for the re-employed teachers working part-time shall be governed by Article 24 of this Agreement.
- C. Re-employed teachers 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 teachers 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 teacher 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 teachers 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 teachers 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 teachers are not eligible to participate in any retirement incentive program, mentoring program nor are they eligible for severance pay.
- K. The Association President shall be advised of any re-employment situation.
- L. The provisions of Sections C & D of this Article are intended to supercede other contract provisions and state law with respect to employment contracts and evaluation.
- M. Retired teachers hired by the Board will be required to sign a waiver stating that they will not take any legal action with respect to age discrimination as a result of this Article. (See Appendix 1)

ARTICLE XXXVI

JOB SHARING

- A. Voluntary job sharing shall be defined as the sharing of duties and responsibilities of one (1) full time equivalent position by two (2) employees and is dependent upon student needs and scheduling feasibility. Job sharing shall be allowed in accordance with the following provisions:
1. Only two (2) teachers shall be allowed to share the same position.
 2. Both teachers must agree to take part in job sharing.
 3. Those teachers 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 teachers 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 teachers their intent and help develop a job sharing program.
 5. Each teacher 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 teachers shall be given a prorated year's credit on the bargaining unit seniority list.
 7. For professional development time purposes, each job sharing teacher shall fulfill, at no additional cost to the district, all responsibilities as if a full-time employee.
 8. Both teachers shall attend any scheduled parent-teacher conferences involving shared students.
 9. In the event that one of the job sharing teacher resigns, ceases active employment with the district, 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 teacher 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 teachers 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 teachers is absent from work, the other job sharing teacher 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. Teachers wishing to job share for more than one (1) year must reapply annually pursuant to A.3 above. All decisions by the building principal and superintendent regarding proposed job sharing programs shall be final and not subject to the grievance procedure in Article II.

ARTICLE XXXVII

DURATION OF CONTRACT

- A. This Contract shall become effective on July 1, 2012 and shall remain in effect until June 30, 2015 so long as the certificate required by ORC 5705.412 can be executed annually by the required school officials.
- B. Either party may reopen negotiations for salaries and insurance for the 2013-14 and 2014-15 school years in April, 2013 in accordance with Article I. The lump sum payment or payments provided in Article XXV (4) above do not continue beyond the 2012-13 school year; their expiration shall not be considered in regard to whether bargaining unit members' salaries have been diminished from one school year to another school year. This Article expressly supersedes and replaces Section 3319.08 of the Ohio Revised Code in regard to salaries not being diminished during the term of teacher contracts.
- C. This Agreement shall become valid and effective after ratification by the Association and approval by the Board of Education.

LICKING HEIGHTS EDUCATION
ASSOCIATION

Phillip M. Auer

President

David Ayer

Representative

Garrett H. Hamann

Representative

Renée L. Ayers

Representative

August 30, 2012

LICKING HEIGHTS LOCAL SCHOOL
DISTRICT BOARD OF EDUCATION

Jennifer Vanoy

Treasurer

Philip Hooper

Superintendent

Mark [Signature]

Representative

Mark [Signature]

Representative

August 30, 2012

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

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

EMPLOYEE

TREASURER

Date above signed: _____

Date above signed: _____

**LICKING HEIGHTS LOCAL
SCHOOL DISTRICT BOARD
OF EDUCATION**

By: _____
Board Member

And by: _____

APPENDIX 2

TO: ALL STAFF MEMBERS
FROM: SUPERINTENDENT
DATE:

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

REGULAR CONTRACT

_____ I PLAN TO RETURN NEXT YEAR.

_____ I AM UNDECIDED ABOUT RETURNING NEXT YEAR.

_____ I WILL NOT RETURN NEXT YEAR.

_____ I WOULD LIKE A CONFERENCE.

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

COMMENTS:

**LICKING HEIGHTS LOCAL SCHOOLS
COLLEGE COURSE REIMBURSEMENT REQUEST**

DATE: _____

NAME (PRINTED): _____

COLLEGE PROGRAM: _____

SPECIFIC COURSE TAKEN: _____

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

DATE COURSE WAS COMPLETED: _____

STATEMENT OF RELATIONSHIP TO MY IPDP: _____

SIGNATURE

Per Article XXX,H., "The Treasurer shall make payment in the second pay in July immediately after the end of the school year (July 1-June30)."

FOR OFFICE USE ONLY

DATE RECEIVED: _____

AMOUNT DUE: _____

PAYMENT RECEIPT RECEIVED: _____

COMPLETION PROOF RECEIVED: _____

**Memorandum of Understanding
between the Association and the Board**

1. **Open House/Curriculum Night**

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

2. **Sneak a Peek Event**

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

3. **Kindergarten Registration(s)**

All Kindergarten registrations will be held during the normal school day. There will be no evening or after-school registration involvement by association members.

4. **Kindergarten Screening(s)**

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 Association and Administrative approval.

5. **Grade Level/Curriculum Meetings**

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

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

6. **Association Contract Distribution**

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

7. **Hiring of Permanent Substitutes**

The Superintendent will notify all permanent substitute teachers, prior to hiring or signing a contract, that they will be charged one-half (½) of the Association dues.

If a permanent substitute teacher becomes a full-time contracted employee, after serving in more than a 60-day position, the employee will begin paying full Association dues.

Permanent Substitutes shall be paid ninety-five dollars and sixty five cents (\$95.65) for their first two (2) years with the district. On their third (3rd) consecutive year of service, permanent substitutes shall be paid at sixty-five percent (65%) of the BA-2 step. Each year thereafter the permanent substitute shall move to the next step of the BA scale and receive sixty five percent (65%) of that step. Permanent Substitutes are eligible for all fringe benefits and salary increases granted to other bargaining members.

8. **Direct Dealing**

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

9. **Dress Code**

While there is no dress code, the Board and the Association acknowledge the importance of appropriate dress. The Administration will continue not to address or make suggestions to the Association membership concerning their dress. There is no dress code for Association membership.

10. The dates for parent-teacher 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 teachers.

_____ Level of Grievance
_____ Grievance Number

GRIEVANCE FORM

(Circle)

Mr.

Ms.

Name of Grievant

Position

Date Submitted

School _____ Principal _____

Grievant accompanied by: _____

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

If additional space is needed, use other side.

What relief is sought?

Date _____ Grievant's Signature _____

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

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

DATE _____

NAME OF DONEE _____

SOCIAL SECURITY NUMBER _____

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

PERIOD DAYS WILL BE USED FOR _____

SIGNATURES:

DONEE

LHEA PRESIDENT

SUPERINTENDENT

TREASURER

If a certificated staff member in the Licking Heights Local School District suffers an illness or injury and the members' accumulated sick leave is depleted, the teacher 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 Association, and their decisions are final. If approved by Superintendent and Association, the Treasurer will notify both Donee and Donor by a Memorandum to be included in the payroll envelopes of the parties involved.

DEADLINE IS FROM September 1st to September 30th.

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

Date _____

Name of Donor _____

Social Security Number _____

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

Signatures:

Donor

LHEA President

Superintendent

Treasurer

Maximum donation is one (1) day.

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

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

**LICKING HEIGHTS LOCAL SCHOOL DISTRICT
SICK LEAVE REQUEST FORM**

EMPLOYEE NAME _____ ID# _____

DATE(S) OF ABSENCE _____

AM _____ PM _____ ALL DAY _____ TOTAL DAYS ABSENT _____

CHECK REASON FOR ABSENCE (Per LHSSA Article 11, A, 1, g and LHEA Article XVII, H, 11):

- _____ 1. Personal illness
- _____ 2. Pregnancy, when authorized by written certification by the member's attending physician
- _____ 3. Injury
- _____ 4. Exposure to contagious disease which could be communicated to others
- _____ 5. Illness or injury in the bargaining unit member's immediate family
- _____ 6. Death in immediate family

For items 5 or 6, please indicate the name and relationship of such members of your immediate family below:

Name _____

Relationship _____

* Immediate family is defined as: spouse, parent, brother, sister, child, grandparent, parent/brother/sister-in-law, grandchild, step-parent, step-child, foster child legally placed in the home, foster parent, or any relative of either spouse residing in the member's household.

Under Section 3319.141 of the Ohio Revised Code, falsification of this request may result in disciplinary action up to and including the termination of employment.

EMPLOYEE SIGNATURE _____

DATE _____

Office Use Only

APPROVED _____ DISAPPROVED _____

ADMINISTRATOR SIGNATURE _____ DATE _____