

STATE EMPLOYMENT  
RELATIONS BOARD

2014 FEB 27 PM 3: 34

2013-MED-04-0519

1207-01

K #30565

**NEGOTIATED AGREEMENT**

**between the**

**EDISON LOCAL BOARD OF EDUCATION**

**and**

**EDISON LOCAL EDUCATION ASSOCIATION**

**2013 – 2015**

## TABLE OF CONTENTS

ARTICLE I – RECOGNITION.....	1
ARTICLE II – GRIEVANCE PROCEDURE.....	2
A.    Definitions.....	2
B.    Procedure.....	3
C.    Additional Consideration.....	5
ARTICLE III – PROCEDURAL AGREEMENT.....	6
ARTICLE IV – COMPENSATION.....	9
Salary Schedules.....	9
A.    Compensation.....	10
B.    Supplemental Duties & Salary Schedule.....	10
C.    Payroll Deductions.....	14
D.    Pay Day.....	16
E.    Mileage.....	17
F.    Severance Pay.....	17
G.    Partial Tuition Reimbursement.....	18
H.    Criminal Background Checks.....	20
I.    Salary Adjustments.....	20
J.    Experience Credit & Other Related Experience.....	20
K.    Hourly Rate for Certificated/Licensed Assignments.....	20
L.    Substitute Position – 60 Days.....	21
M.    Substitution.....	21
N.    Board Pickup of BUM Contributions to STRS.....	22
O.    Attendance Incentive.....	23
ARTICLE V – BENEFITS.....	23
A.    Insurance.....	23
B.    Insurance Benefits.....	24
C.    Group Life.....	24
D.    Benefits Package.....	25
E.    Activity Passes.....	30
F.    Jury Duty/Court Leave.....	30
G.    Sabbatical Leave.....	30
H.    Leave Forms.....	31
I.    Sick Leave.....	32
J.    Bereavement Leave.....	33
K.    Personal Leave.....	33
L.    Pregnancy Leave.....	34
M.    Parental Leave.....	35
N.    Association Leave.....	36
O.    Professional Leave.....	36
P.    Assault Leave.....	37
Q.    Leaves of Absence on Account of Illness or Disability.....	37
R.    Tuition.....	38

ARTICLE VI – JOB SECURITY.....	38
A.    Just Cause.....	38
B.    Terms of Limited Contracts.....	38
C.    Reduction in Force.....	39
D.    Required Meetings or Hearings.....	42
ARTICLE VII – SCHOOL BASED BLENDED LEARNING COMMITTEE.....	43
ARTICLE VIII – EDISON COMPUTER & TECHNOLOGY (ECAT).....	45
ARTICLE IX – TERMS AND CONDITIONS OF EMPLOYMENT.....	47
A.    Professional Personnel Record File.....	47
B.    Teacher Evaluation.....	49
C.    Vacancies.....	58
D.    Transfers.....	59
E.    Teacher Work Day.....	61
F.    School Year.....	62
G.    Planning Period.....	62
H.    Non-Teaching Duties.....	63
I.    Pupil Load.....	63
J.    Personal Property Security.....	64
K.    Lunch Period.....	64
L.    Participation in PTA-PTO.....	64
M.    Seniority List.....	64
N.    Fair Share.....	66
O.    Teacher Building Amenities .....	67
P.    Nurses.....	67
Q.    Disciplinary Matters .....	67
R.    School Closing Procedure .....	68
ARTICLE X – RIGHTS.....	68
A.    Association Rights.....	68
B.    Individual Rights.....	70
C.    Management Rights.....	71
ARTICLE XI – CURRICULUM IMPROVEMENT COUNCIL.....	72
A.    Membership in the Curriculum Improvement Council.....	72
B.    Functions of the Council.....	72
C.    Curriculum Requirements.....	73
ARTICLE XII – SPECIAL EDUCATION.....	73
ARTICLE XIII – PARENTAL CONCERN PROCEDURE.....	73
ARTICLE XIV – SICK LEAVE BANK.....	74
1.    Establishment.....	74
2.    Requirements for Loans.....	75
3.    Loan and Payback Procedures.....	76
4.    Sick Leave Bank Committee.....	76

ARTICLE XV – NO REPRISAL CLAUSE.....	77
ARTICLE XVI - GRANT WRITING TEAM.....	77
A.    Purpose.....	77
B.    Team/Membership Training.....	77
C.    Accounting.....	77
D.    Compensation.....	77
ARTICLE XVII – REHIRING OF RETIRED TEACHERS.....	78
ARTICLE XVIII – LABOR/MANAGEMENT COMMITTEE.....	78
ARTICLE XIX – CREDIT FLEXIBILIITY.....	79
ARTICLE XX – MASTER TEACHER PROGRAM.....	79
ARTICLE XXI – LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE....	80
A.    LPDC Composition and Selection.....	80
B.    Meeting and Compensation.....	81
C.    LPDC Assessment Committee.....	81
ARTICLE XXII – RESIDENT EDUCATOR PROGRAM	81
A.    Purpose.....	81
B.    Lead Mentor.....	81
C.    Mentors.....	81
ARTICLE XXIII – EFFECTS OF THE AGREEMENT.....	82
APPENDIX A – GRIEVANCE FORMS	
APPENDIX B – BOARD POLICY 3220	
APPENDIX C – OTES TEACHER EVALUATION FORMS	
APPENDIX D – ABSENCE REPORT AND/OR SICK LEAVE APPLICATION	
APPENDIX E - REIMBURSEMENT FOR FBI/BCII CHECK	
APPENDIX F – MILEAGE CHART	
Memorandum of Understanding – (OTES pre-observation form)	

## **ARTICLE I – RECOGNITION**

The Edison Local School District Board of Education (the “Board”) recognizes the Edison Local Education Association, OEA/NEA (the “Union”), as the sole and exclusive representative, for purposes of and as defined in Chapter 4117 of the Ohio Revised Code, for all professional, certificated/licensed personnel, both full-time and regular part-time, whether actively employed or on leave of absence or on reduction in force suspension with recall rights, including by way of illustration classroom teachers, guidance counselors, librarians, media specialists, school nurses, and department heads. Specifically excluded from the bargaining unit are the Superintendent, Assistant Superintendents, Principals, Assistant Principals, non-certificated/licensed employees, substitutes, tutors, confidential employees, management-level employees, and supervisors. The Board recognizes that Union representation will include any newly created certified/licensed positions unless employment into the position will be governed by Section 3319.02 O.R.C. All work currently being performed by bargaining unit members or similar work shall be deemed bargaining unit work and may not be subcontracted and/or assigned to non-bargaining unit members.

Employees in the bargaining unit shall be referred to generally as “teachers” in this Agreement unless otherwise provided.

## ARTICLE II – GRIEVANCE PROCEDURE

The Edison Local Board of Education recognizes that in the interest of effective personnel management, a procedure is necessary whereby its teachers can be assured of a prompt, impartial, and fair hearing on their grievances. Such procedures shall be available to all teachers and no reprisals of any kind shall be taken against any employee initiating or participating in the grievance procedure.

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare of working conditions of teachers. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

Nothing contained herein shall be construed as limiting the right of a teacher, having a complaint or problem to review and discuss the matter with his/her supervisor(s) or administrator(s) outside the grievance procedure.

### A. Definitions

1. A grievance is an alleged violation, misapplication or misrepresentation of a specific term of this contract.
2. Grievant – The employee, group of employees, or the Edison Local Education Association filing a grievance.
3. Days – During the adopted school year the term “days” when used in this document shall mean working days unless otherwise indicated. School holidays, vacation days, and weekends are excluded. During the summer vacation such days shall mean weekdays (Monday through Friday), excluding legal holidays. The number of days indicated at each level shall be considered as a maximum and every effort shall be made to expedite the process.
4. Rights of the Grievant and the Union
  - a. The grievant has the right to Association representation at all meetings and hearings involving the grievance, commencing with Level One.
  - b. The Association has the right to be present for the adjustment of any and all grievances, commencing with Level One.
  - c. The Association shall have the right to determine whether to proceed to the arbitration step of the grievance procedure.
  - d. The Association shall receive copies of all communications in the processing of grievances.

B. Procedure

In the event that the grievant believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with his/her immediate supervisor to resolve problems through free and informal communications. When requested, the E.L.E.A. building representative or any other Association member shall assist in the resolution. However, should such informal process fail to satisfy the grievant, then a grievance may be processed as follows:

1. Level One

Within fifteen (15) days after the occurrence of an alleged grievance, the grievant may file a written grievance with the building principal. If a grievant cannot reasonably be charged with knowledge of the grievance on the day the grievance occurred, the grievance shall be filed within ten (10) days after the grievant obtains such knowledge, or should have obtained such knowledge, but in no event shall a grievance be filed later than thirty (30) days after the occurrence of the grievance.

In all levels of the proceedings official Grievance Report Forms shall be made in triplicate: one (1) for the aggrieved; one (1) for the administration; one (1) for the Association.

Within five (5) days of the filing, a hearing shall be arranged between the aggrieved and the building principal. The Association retains the right to have a representative present. The written disposition of the building principal shall be completed within five (5) days subsequent to the adjournment of the hearing and added to the Grievance Report Form in triplicate.

2. Level Two

If the grievance is not resolved by the disposition of the building principal, the grievant may seek a hearing with the Superintendent or his designated representative within ten (10) days after the receipt of the disposition from Level One, by completing Level Two of the Grievance Report Form in triplicate and submitting it to the Superintendent. Within the next ten (10) days a hearing shall be arranged between the aggrieved, the Superintendent, or his designated representative (who must be someone other than the aggrieved person's building principal). The Association retains the right to have a representative present. The written disposition of the Superintendent or his designee shall be completed within five (5) days subsequent to the adjournment of the hearing.

3. Level Three

If the grievance is not resolved by the disposition at Level Two, the grievant may seek a hearing before the Board of Education within ten (10) days after receipt of the decision at Level Two. The hearing shall be held at the next scheduled board meeting, unless the next board meeting is within five (5) days of the Level Three request or unless mutually agreed to by the parties. The Association retains the right to have a representative present. The written

disposition of the Board shall be completed within seven (7) days after the hearing.

4. Level Four - Mediation

If the Union and the aggrieved person(s) are not satisfied with the Level Three decision, the Union shall request that the issue be presented at a mediation conference. The request for Level Four mediation must be made in writing within ten (10) days of receipt of the Level Three decision. At the beginning of each school year, the Union President and the Superintendent or his/her designee, shall jointly appoint a panel of five (5) mediators. Those appointed to the panel must be knowledgeable of mediation dispute resolution processes and be reasonably available to preside over mediation conferences as needed by the parties. Mediators on the panel will be used on a rotating basis to preside over mediation conferences, unless the Board and the Union agree to some other method of selecting a mediator for any particular grievance. If the parties are unable to agree upon a panel of five (5) mediators or to selection of a specific mediator, the Federal Mediation and Conciliation Service shall be requested to appoint one of its mediators to conduct mediation conferences as requested by the parties. Any mediation under this provision shall be presided over by one (1) mediator, unless otherwise agreed by the parties.

Mediation conferences will be scheduled at the earliest date that the mediator, the parties and their representatives are reasonably available for such purpose. Mediation conferences will be held at the Board of Education offices or such other suitable place as the mediator directs so long as there is no cost for renting or using the space used. Mediation conferences will be conducted informally, no record of the conference will be made. The mediator shall have the authority to meet separately with any person(s) having knowledge of the grievance. The mediator will keep confidential anything stated to him/her in a private session, unless the involved person(s) otherwise agree. Mediation efforts shall be treated as discussions of compromise or settlement and cannot be used by one party against the other.

The resolution terms of any grievances fully addressed through mediation shall be reduced to writing and will be on a "no-precedent" setting basis, unless the Union and Board otherwise agree. The Union and Board shall share the costs of grievance mediation equally.

5. Level Five

If the grievance is not resolved by the disposition from Level Four, the Association may request that the issue be submitted to arbitration within ten (10) days after receipt of the disposition from Level Four.

The Board and the Association shall mutually petition the American Arbitration Association (AAA) to provide both parties with a list of names from which an arbitrator will be selected using the strike and rank method under AAA rules. Upon selection, the designated arbitrator shall conduct a hearing on the grievance in accordance with the rules and regulations of the American

Arbitration Association. The arbitrator shall hold the necessary meeting promptly and issue a decision in such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be final and binding on the Grievant, Association and the Board.

The arbitrator shall have no power to alter, add to or subtract from the terms of the contract or make any decision contrary to law or the contract. The arbitrator shall expressly confine him/herself to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not so submitted to him/her or to submit observations or declarations of opinions which are not directly essential in reaching his/her decision.

Each party to the arbitration shall pay its individual expenses incurred in the presentation of its case. Cost of the arbitrator's services shall be shared equally by the parties.

All arbitration hearings shall be closed except to the parties and their respective representatives.

No teacher may be represented by any teacher organization other than the Association in any grievance initiated pursuant to this procedure. No teacher shall be denied the right to legal advice and/or counsel in any of the levels above, commencing with Level One.

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

C. Additional Consideration

1. Failure at any step of the procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
2. The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of both parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
3. If a grievance affects a group of teachers, or the Association as a whole, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall commence at Level Two of the formal grievance procedure.
4. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

5. Reasonable efforts will be made to process grievances, and to arbitrate them when necessary, at times other than during the regular work day. If that cannot reasonably be accomplished, affected employees will suffer no loss in pay.

### **ARTICLE III – PROCEDURAL AGREEMENT**

- A. Pursuant to Section 4117.14(C) and 4117.14 (E) of the Ohio Revised Code, the parties have established the following mutually agreed upon negotiations and dispute resolution procedures which supersede the procedures listed in Section 4117.14(C)(2)-(6) and any other procedures to the contrary.
- B. The duty to bargain between the Board and the Association shall be limited to matters of wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining Agreement. The obligation to bargain does not mean that either party is compelled to agree to a proposal nor does it require the making of a concession.
- C. The Association negotiating team may include seven (7) representatives and a representative from OEA. The Board team may not exceed the same number of representatives as the Association team. Each team shall have a spokesperson who shall conduct negotiations on behalf of the team unless the specific team's spokesperson requests that another member of the team speak on an issue. Nothing herein prohibits the parties from agreeing to a negotiation ground rule that allows all team members to speak during negotiations.
- D. In keeping with Section 4117.14 of the Ohio Revised Code, either party desiring to terminate, modify or negotiate a successor collective bargaining Agreement shall serve written notice upon the other party of the proposed termination, modification, or successor Agreement. The initiating party must serve the notice not earlier than one hundred twenty (120) days nor later than ninety (90) days prior to the expiration of the existing Agreement.
- E. The initiating party will offer to bargain collectively with the other party for the purpose of modifying or terminating the existing Agreement, or negotiating a successor Agreement; and will notify the State Employment Relations Board (SERB) of the offer by serving upon SERB a copy of the written notice to the other party and a copy of the existing collective bargaining Agreement.
- F. Within fifteen (15) days of the request, the parties shall meet and submit full proposals in writing for consideration, unless a different timeline is agreed upon by the Superintendent and Union President. No additional items may be added to future meetings without mutual consent. Additional ground rules, if any, will be established at the first meeting. Bargaining sessions shall not be scheduled during the regular teacher workday, unless otherwise mutually agreed to by the parties. As used in this Article, the terms "Board" and "Union" shall be construed to include their respective representatives. Time and dates as used in this Article may be changed by mutual agreement.
- G. The Board and the Association, upon specific written request from the other, shall furnish information in existing form within a reasonable time from the request that

reasonably may be expected to assist the requesting party in making a proposal, a counterproposal or a response which is a legitimate subject of bargaining.

- H. While negotiations are in progress the following are in effect:
1. Caucus – The chairman of either group may recess his group for independent caucus of reasonable duration at any time.
  2. a. Protocol – No action to coerce or censor or penalize any negotiation participant shall be made or implied by any other member as a result of participation in the negotiation process.  
b. During the negotiating process, the matters under negotiation shall remain private and confidential to the parties and no press or media release will be made unless impasse has been declared.
  3. Item Agreement – As negotiation items receive tentative agreement, they shall be reduced to writing, dated and initialed by each party.
  4. Schedule of Meetings – Until all negotiation meetings are completed, each meeting shall include a decision on an agreed time and place for the next subsequent meeting.
- I. When a complete Agreement is reached, each party's representatives shall recommend the adoption of such Agreement, which shall be reduced to writing and submitted to the Association membership for approval. If approved, the Agreement shall be submitted to the Board for approval at the next regular or special meeting of the Board. When approved by the Association and the Board, the Agreement shall be a binding collective bargaining Agreement between the Association and the Board and shall supersede any Board policy, rule, or regulation or state law that may conflict with any term or condition of the Agreement. If any specific provision of this Agreement is invalidated by court ruling by a court of competent jurisdiction, or subsequent change in the law, the parties shall, upon timely written request of the other, negotiate in good faith regarding any necessary change in this Agreement.
- J. If after 50 days, from the date initial proposals are exchanged, the parties are unable to reach an agreement, either party may request the services of a mediator. Such mediator may be a qualified individual selected mutually by the parties or if the parties are unable to mutually select a mediator, they shall request that the Federal Mediation and Conciliation Service provide a mediator to assist in reaching an agreement. All costs and expenses incurred in the use of a mediator shall be shared equally between the parties. The mediator shall have authority to schedule mediation sessions if so requested by the parties.
- K. Nothing in this Article shall be read to prohibit the Association, after ten (10) days written notice, from striking after expiration of the current Agreement, in accordance with O.R.C. §4117.14(D)(2). Should the Association exercise such right to strike, the mediator referred to hereinabove, shall have authority to schedule mediation sessions if so requested by the parties.

- L. "Days" when used in this Article means calendar days.
- M. There shall be signed copies of any final agreement. One copy shall be retained by the Employer and one copy by the Union. The Employer will post a copy of the Agreement on a secure website.

THIS SPACE IS INTENTIONALLY LEFT BLANK.

**EDISON LOCAL SCHOOL DISTRICT  
2013-2014 & 2014-2015 SALARY SCHEDULE  
INDEX BASE - \$26,867.00**

Years	Non-Degree	B.A.	B.A. +15	150 hours	M.A.	M.A. +15
0	0.9 \$24,181.00	1.05 \$28,211.00	1.082 \$29,071.00	1.114 \$29,930.00	1.16 \$31,166.00	1.178 \$31,650.00
1	0.94 \$25,255.00	1.1 \$29,554.00	1.134 \$30,468.00	1.168 \$31,381.00	1.216 \$32,671.00	1.236 \$33,208.00
2	0.98 \$26,330.00	1.15 \$30,898.00	1.186 \$31,865.00	1.222 \$32,832.00	1.272 \$34,175.00	1.294 \$34,766.00
3	1.02 \$27,405.00	1.2 \$32,241.00	1.238 \$33,262.00	1.276 \$34,283.00	1.328 \$35,680.00	1.352 \$36,325.00
4	1.06 \$28,480.00	1.25 \$33,584.00	1.29 \$34,659.00	1.33 \$35,734.00	1.384 \$37,184.00	1.41 \$37,883.00
5	1.1 \$29,554.00	1.3 \$34,928.00	1.342 \$36,056.00	1.384 \$37,184.00	1.44 \$38,689.00	1.468 \$39,441.00
6	1.1 \$29,554.00	1.35 \$36,271.00	1.394 \$37,453.00	1.438 \$38,635.00	1.496 \$40,194.00	1.526 \$41,000.00
7	1.1 \$29,554.00	1.4 \$37,614.00	1.446 \$38,850.00	1.492 \$40,086.00	1.552 \$41,698.00	1.584 \$42,558.00
8	1.1 \$29,554.00	1.45 \$38,958.00	1.498 \$40,247.00	1.546 \$41,537.00	1.608 \$43,203.00	1.642 \$44,116.00
9	1.1 \$29,554.00	1.5 \$40,301.00	1.55 \$41,644.00	1.6 \$42,988.00	1.664 \$44,707.00	1.7 \$45,674.00
10	1.14 \$30,629.00	1.55 \$41,644.00	1.602 \$43,041.00	1.654 \$44,439.00	1.72 \$46,212.00	1.758 \$47,233.00
11		1.6 \$42,988.00	1.654 \$44,439.00	1.708 \$45,889.00	1.776 \$47,716.00	1.816 \$48,791.00
12		1.7 \$45,674.00	1.758 \$47,233.00	1.762 \$47,340.00	1.832 \$49,221.00	1.874 \$50,249.00
13				1.816 \$48,791.00	1.888 \$50,725.00	1.932 \$51,908.00
14	1.18 \$31,704.00			1.924 \$51,693.00	2 \$53,734.00	2.048 \$55,024.00
16						
	\$32,004.00	\$45,974.00	\$47,533.00	\$51,993.00	\$54,034.00	\$55,324.00
18						
	\$32,304.00	\$46,274.00	\$47,833.00	\$52,293.00	\$54,334.00	\$55,624.00
22						
	\$32,904.00	\$46,874.00	\$48,433.00	\$52,893.00	\$54,934.00	\$56,224.00
26						
	\$33,504.00	\$47,474.00	\$49,033.00	\$53,493.00	\$55,534.00	\$56,824.00
28						
	\$34,104.00	\$48,074.00	\$49,633.00	\$54,093.00	\$56,134.00	\$57,424.00

## ARTICLE IV – COMPENSATION

### A. Salary

For the School Year 2013-2014 and 2014-2015, the index base salary will be \$26,867, reflecting no increase.

### B. Supplemental Duties and Salary Schedule

1. Teachers who are employed and are to be compensated by the Board of Education for approved supplemental duties beyond regular teaching duties, shall be employed on a “supplemental contract.” A supplemental contract shall be valid for no more than one school year, and shall automatically be non-renewed April 30 of the school year without further action or notice by the Board of Education.

2. Teachers shall be compensated for supplemental duties for which they are employed in accordance with the attached supplemental salary schedule. The Board of Education need not fill any or all positions listed on the schedule in any particular school year.

The failure to fill a position shall not be subject to bargaining with the Association. If a supplemental position listed on the schedule is filled, the compensation for it shall be in accordance with the supplemental salary schedule. If the Board of Education creates a new supplemental position or combines supplemental positions, the Association shall receive written notice of such intention and shall have an opportunity to negotiate.

3. Teachers who work sporting events outside of the school day will be paid at the rate determined and published by the athletic department at a rate not less than \$15.00 per event. This shall exclude any member of the coaching staff of the sport for which the event is held. Paid sponsors of other organizations which schedule a concurrent activity shall be excluded from this additional payment of \$15.00.

4. The Superintendent, by written notice to the contracted employee, may cancel a supplemental contract and its duties if he determines that insufficient students are involved in the activity. The compensation will be prorated by the length of the service.

5. Method of payment for supplemental contracts will be determined by the contracted employee in the following ways:

(1) lump sum payment in separate check at the completion of the contract event, i.e. first pay of August; first pay of November; first pay of March; first pay of June.

(2) payment divided in twenty-six (26) equal payments as part of the regular pay check.

6. All newly hired teachers in grades 5 through 12 are required to perform an available supplemental duty each year for the first four (4) years of their employment in the Edison Local School District and shall be paid according to the supplemental salary schedule.
7. For each fiscal year every sport shall be allotted a total of up to \$100.00 per coach per year for expenses in order to participate in professional development which shall include, but not be limited to, clinics. Bargaining unit members shall be permitted to attend clinics or other types of professional development as per the approval process in Article V, Section O.
8. Any teacher initially hired by the Board and granted a supplemental contract for coaching shall continue in that supplemental contract upon renewal of his/her teaching contract for the first four (4) years of employment, unless it is determined otherwise by the administration. Failure to apply for, or a resignation from, the supplemental position within this time period shall be sufficient reasons for refusal of employment as a teacher in the system and shall be reason for non-renewal or termination.

#### ATHLETICS

##### Directors/Managers

H.S. Athletic Director	18.0%
Asst. Athletic Director	13.0%
Junior High Athletic Director	16.0%
Faculty Manager	11.0%
Indian League Director	1.5%

##### Football

Varsity Football	17.0%
Assistant Varsity/Reserve Football	11.5%
9 <sup>th</sup> Grade Football	8.5%
Middle School Football	7.5%
Elementary Sports Program	2.0%

##### Basketball

Varsity Basketball	17.0%
Assistant Varsity/Reserve Basketball	11.5%
9 <sup>th</sup> Grade Basketball	8.5%
Middle School Basketball	7.5%
Boys' Elementary Sports Program	2.0%
Girls' Elementary Sports Program	2.0%

##### Wrestling

Varsity Wrestling	13.0%
Assistant Varsity/Reserve Wrestling	9.5%
Middle School Wrestling	7.5%
Elementary Sports Program	2.0%

<u>Volleyball</u>	
Varsity Volleyball	13.0%
Assistant Varsity/Reserve Volleyball	9.5%
Middle School Volleyball	7.5%
9 <sup>th</sup> Grade Volleyball	8.5%
<u>Golf</u>	
Varsity Golf	13.0%
Assistant Golf	9.5%
<u>Track</u>	
Varsity Track	13.0%
Assistant Track	9.5%
Middle School Track	7.5%
<u>Soccer</u>	
Varsity Soccer	13.0%
Assistant Varsity/Reserve Soccer	9.5%
<u>Baseball/Softball</u>	
Varsity Baseball/Softball	13.0%
Assistant Varsity/Reserve Baseball/Softball	9.5%
9 <sup>th</sup> Grade Baseball/Softball	8.5%
<u>Cheerleader</u>	
Varsity Cheerleader Per Season	6.0%
Assistant Varsity/Reserve Cheerleader Per Season	4.0%
9 <sup>th</sup> Grade Cheerleader Per Season	3.0%
Middle School Cheerleader Per Season	3.0%
<u>Swimming</u>	
Varsity Swimming	13.0%
Assistant Varsity/Reserve Swimming	9.5%
NON-ATHLETIC	
Academic Competition	4.5%
Yearbook	7.0%
Choral Director	12.5%
H.S. Band Director (Memorial Day parade; Marching Band; Pep Assemblies; Solo Ensemble; Graduation; 2 concerts; Homecoming; 1 winter band concert; Marching Band; <del>No</del> Jazz Band)	21.0%
H.S. Asst. Band	8.0%
M.S. Band Director **	6.5%
M.S. Choral Director	6.0%
Newspaper	3.0%
Play or Musical Director/Event	5.0%
Sr. Class Advisor	3.0%
Jr. Class Advisor	3.0%
Sophomore Class	1.5%
Freshman Class	1.5%
Intramurals	3.0%

Club Sponsor	3.0%
District Newsletter	4.0%
District Website Coordinator	4.0%
Head Teacher	8.0%
Lead Mentor/Trained Facilitator	4.0%
First Year Mentor	3.0%
Second Year Mentor	1.5%
District Calendar/Annual Report	5.0%
ECAT/VLA Intervention Specialist (one per building)	\$300.00

Virtual Learning Academy

1. Should the District participate in a Virtual Learning Academy (VLA) through the Jefferson County Educational Service Center (JCESC), the District will offer District teachers VLA supplemental pay provided the teacher is not an employee of the JCESC's VLA program.
2. The VLA supplemental position shall be paid at the following rate:  
  - \$125 per student for semester courses
  - \$250 per student for full year courses
3. VLA supplemental positions are first offered to the teacher assigned to that content area and then to any other qualified/certified bargaining unit member by seniority. If no qualified/certified bargaining unit member applies for the position, then the position becomes available to any bargaining unit member.
4. VLA instructors are responsible for giving their assigned students quarterly, interim and final grades. The Board will provide training to VLA instructors through the Jefferson County ESC.
5. By January 15, 2014, the JEDC (see Article IX (B)(3)) will develop a VLA Evaluation Form, which shall be subject to ratification by both parties within two (2) weeks of the development of this form.

Extended Days

The Head Band Director shall receive five (5) extended days at his/her per diem rate. The Assistant Band Director(s) may receive up to five (5) extended days at his/her per diem rate, at the Superintendent's discretion.

9. A \$400.00 annual stipend shall be paid to each Intervention Specialist responsible for writing annual Individualized Education Plans for students.
10. Extended time
  - a. The first month (20 days) of extended time shall be paid at the rate of regular pay based on the salary schedule. Additional extended days shall be paid on a per diem based on the salary index base.

- b. The Guidance Counselor shall receive 40 hours of extended time at the end of the school year and 40 hours of extended time prior to the start of school at his/her per diem rate.
11. A bargaining unit member holding a supplemental position who completes all duties associated with the supplemental and had no significant performance deficiencies will be given preference by the District should s/he apply for that same supplemental position the following school year. The Superintendent shall identify the significant performance deficiencies, which shall mean significant failure to fulfill the duties of the supplemental by not being in attendance for practices, games, club events, and/or meetings of the team or club and/or frequently cancelling the same. It can also mean significant failure to follow Board policy, rules and/or regulations governing the supplemental position. Prior written approval from the Superintendent or his/her designee to not attend to a duty will not be used as evidence of a significant failure.

If there are no internal qualified applicants for a supplemental position that has been posted, the District may post the supplemental position externally and fill it with a qualified non-bargaining unit member. A bargaining unit member with significant performance deficiencies in a supplemental position is not a qualified applicant for that supplemental position.

### C. Payroll Deductions

#### a. Dues

A teacher may have dues of the National Education Association, the Ohio Education Association, the Eastern Ohio Teachers' Association, and the Edison Local Education Association deducted from his/her pay in accordance with the following provisions:

1. A teacher must authorize the deduction of such dues in writing. Such authorization must be received by the Treasurer on or about October 1.
2. The deductions shall be made in twenty (20) equal installments beginning with the first pay in October and ending in July. Deductions are limited to two pay periods per month. The Treasurer shall transmit the deductions to the Association treasurer.
3. A teacher who leaves the employ of the Board during the year and prior to deduction of annual dues shall have the total amount of dues yet collectable deducted from the final paycheck. The Association shall hold the Board harmless and defend it against any claims by teachers based on such deduction.

#### b. Political Contributions

1. The Treasurer of the Board shall deduct from the wages and salaries of teachers such amounts for political organizations and parties and for nonpartisan issues as the teacher by written authorization may demand

and shall transmit any amount so deducted as the authorization shall direct.

2. Any such authorization shall be on a form which is separate from any form used to apply for or authorize membership in or authorize payment of dues or fees to any organization.
3. The Treasurer shall deduct from the amount to be transmitted a uniform amount determined by the Board to be necessary to defray the actual cost of making such deduction.

c. Other Deductions

1. Payroll deductions for Income Protection Insurance, from a company designated by the Edison Local Education Association, shall be provided by the Board.
2. Payroll deductions for employees' credit union shall be provided by the Board.
3. Payroll deductions shall be provided by the Board for all employees requesting it as a method of fulfilling their United Appeal Gifts.
4. The Board shall provide a reduction of salaries to all employees who wish to participate in a Tax Sheltered Annuity/Tax Deferred Annuity program providing that such enrollment takes place prior to January of each year. The Board shall forward to the annuity carriers all monies withheld from employees for the purpose of income reductions.
5. The Board shall provide payroll deduction for enrollment in the United Teaching Profession (E.L.E.A., E.O.E.A., O.E.A., and N.E.A.).
6. The Board shall instruct the Treasurer of the School District to, upon the request and authorization of the bargaining unit member, deduct the appropriate amount from each check and forward said amount to the local taxing authority. A minimum of five (5) bargaining unit members is necessary to deduct tax for a particular local taxing authority.
7. The Board shall instruct the Treasurer of the School District to, upon request and authorization of the bargaining unit member, direct deposit each payroll check by electronic transfer to a local bank(s) and/or savings and loan institution(s) of the member's choosing not later than 8:00 a.m. each pay day date. If the pay day is not a regularly scheduled work day, the electronic transfer shall be made on the last regularly scheduled work day prior thereto.
8. Direct deposit of paychecks will be mandatory for all employees. Bargaining unit members shall have the choice as to which financial institutions, as well as to which accounts within said financial institutions, they want to utilize for direct deposit of their paychecks.

9. Payroll deductions for U.S. Savings Bonds shall be provided by the Board.

10. Section 125 Plan

The Board shall implement a Section 125 Plan ("Plan"), in accordance with Board Policy 6520, under Section 125 of the Internal Revenue Code of 1986, as amended ("The Code"). Eligible employees may participate in the Plan by filing an election form and all applicable insurance forms by the Plan's enrollment date with the Board Treasurer. The benefits of the Plan will only be provided to those employees who are properly enrolled as participants.

Bargaining unit members may participate in the Plan on a voluntary basis, pursuant to the terms of the Plan, and shall be responsible for all contributions to the Plan. Bargaining unit members who annually authorize the deduction shall make their contributions to the Plan through a pre-tax payroll deduction in accordance with IRS regulations.

The exact terms of the Plan will be subject to the requirements of The Code and the regulations and interpretations thereunder. It is understood that the Board's obligation to provide the Plan is contingent on qualification of the Plan under Section 125 of The Code.

11. Flexible Spending Account

Effective January 1, 2011, the Board will add a health care Flexible Spending Account ("FSA") option to the Section 125 Plan in accordance with federal law to provide for eligible expenses under Section 213 (b) of the Internal Revenue Code. An employee's FSA balance remaining at the end of the Plan year (December 31) will be forfeited to the District in accordance with federal law. The District will use forfeited balances to offset administrative costs for the Plan and as otherwise permitted under federal law.

Bargaining unit members may participate in the FSA on a voluntary basis and shall be responsible for all contributions to the FSA. Bargaining unit members who annually authorize the deduction shall make their contributions to the Plan through a pre-tax payroll deduction in accordance with IRS regulations.

D. Pay Day

Members of the bargaining unit will be compensated over the course of the year in twenty-six (26) equal bi-weekly pays. Paychecks shall be electronically distributed or otherwise made available through Internet access to a secured site for each employee. When twenty-seven (27) pays occur in a contract year, the gross yearly salary shall be divided by twenty-seven (27). In the event a

regular pay date falls on a holiday or holiday break, the pay shall occur on the last working day preceding the holiday or break period.

E. Mileage

The Board shall reimburse teachers at current IRS rate per mile for authorized travel in teachers' personal automobiles using the mileage chart in Appendix F to determine the amount of miles to be paid. For any authorized travel between locations not contained on the chart, the actual mileage between the two locations using the shortest road route available shall be used.

Authorized travel shall mean:

1. Travel by a teacher during part of his/her work day from his/her regular building to another District building, where the teacher ends his/her work day at the other building (one-way).
  2. Travel by a teacher during part of his/her work day from his/her regular building to another District building, where the teacher returns to his/her building to end his/her work day (two-way).
  3. Travel by a teacher after his/her work day from his/her regular building to another District building for professional development or any other meeting deemed necessary by administration (one-way).
  4. Travel by a teacher to a non-District building within Jefferson County during his/her work day, the actual mileage from his/her regular building to the location of the meeting (two-way).
  5. Travel by a teacher to a non-District building outside Jefferson County for his/her entire work day, the actual mileage from his/her home to the location of the meeting (two-way).
- \* No mileage will be paid for travel to a District building for an entire work day.
- \*\* Mileage will be reimbursed at the end of each semester, unless the reimbursable amount exceeds \$100.00, in which case it will be paid within 30 calendar days of submitting the reimbursement request.
- \*\*\* If a mileage check is not timely cashed or is lost, the employee must pay the associated stop payment fee incurred by the District in order for the check to be reissued.
- \*\*\*\*The June 1, 2010 Memorandum of Understanding on mileage is null and void.

F. Severance Pay

1. A teacher may convert twenty-five percent (25%) of all of his/her accumulated sick leave to severance pay upon retirement from active service with the Board up to 300 days. "Retirement" means disability or

service retirement with the STRS. The severance payment shall be made in a lump sum within 90 days of the Treasurer's receipt of satisfactory evidence that the teacher has in fact retired. The payment shall be made only once to a teacher and shall eliminate all of the teacher's accumulated sick leave.

G. Partial Tuition Reimbursement

An incentive tuition refund plan for all certificated/licensed personnel in the Edison Local School District shall serve to encourage the professional growth of teachers.

The Edison Local School District shall appropriate twenty-five thousand dollars (\$25,000) for each fiscal year of this Contract, to be available for partial tuition reimbursement as follows:

By June 15<sup>th</sup>, any eligible certificated/licensed personnel seeking partial tuition reimbursement for tuition paid by him/her that fiscal year shall complete a tuition reimbursement application form and submit it to the Treasurer. A copy of the transcript and receipt of payment must be attached to the tuition reimbursement application.

If a transcript is not available for a course taken during the second semester or fourth quarter by June 15<sup>th</sup>, a written or electronic communication from the instructor stating that the individual has successfully completed the course(s) for which partial reimbursement is being sought shall be deemed sufficient pending receipt of the transcript. In this case, the member must present the transcript before receiving a partial tuition reimbursement payment.

Any application received after June 15<sup>th</sup> will not be processed and will not be eligible for payment under this section.

Once the Treasurer reviews all applications received by June 15<sup>th</sup> and verifies the eligibility for each application, the Treasurer shall calculate the tuition reimbursement using the following formula:

Total amount available for that year divided by number of eligible certified/licensed personnel, provided that the individuals will not be reimbursed more than the amount s/he paid in tuition that fiscal year. Should the amount calculated for individuals under the formula exceed the amount a member paid in tuition that fiscal year, that individual member shall only be reimbursed the amount paid by him/her, with the difference being placed back into the amount available to all members, and redistributed under the formula.

Summer sessions, including those ending June 30<sup>th</sup>, will be eligible for partial tuition reimbursement as follows: summer class 2010 eligible for partial tuition reimbursement in fiscal year 2010-2011 and so forth.

To be eligible for a partial tuition refund, all certificated/licensed personnel must meet and follow the standards as outlined below:

1. The certificated/licensed person must hold at least a Bachelor's Degree and provisional certificate/license.
2. Any unused tuition reimbursement monies remaining at the end of the fiscal year shall be added to the following fiscal year's allocation.
3. There is no limitation on the number of credit hours that may be taken, but courses shall be limited to one's area of certification/license.
4. A teacher must be employed for at least one (1) year in the Edison Local School District in order to become eligible for tuition refunds and must be under contract with the Edison Local Schools at the time the refund is made.
5. All course work for which tuition refund applies must have prior approval of the Superintendent. Such approval will not be withheld if the course work constitutes graduate work in the teacher's area of certification/license.

#### Treatment of Dual Enrollment & Attaining Adjunct Professor Status

For purposes of continuing sustainability of the dual enrollment program, the Superintendent will notify the Union President of an anticipated need for a teacher to attain adjunct professor status. Upon notification, the Superintendent, Union President and teacher whom the Superintendent is requesting pursue adjunct professor status will meet to determine to what extent the Board will provide tuition reimbursement. There shall be mutual agreement, which will be memorialized through a Memorandum of Understanding, for any tuition reimbursement (partial or full) under this section, which will include agreement upon the institution to be attended, the course format (e.g. internet or traditional), and the amount and timing of the reimbursement.

In the event that the amount agreed to under the Memorandum of Understanding exceeds \$10,000 per teacher for any one school year, the difference between the \$10,000 and the actual tuition cost incurred shall be deducted from the partial tuition reimbursement monies available for that school year. For example, if the Memorandum of Understanding obligates the District to pay \$12,000 for one teacher for one school year, then the \$25,000 partial tuition reimbursement monies available for that school year shall be reduced to \$23,000.

Any teacher receiving reimbursement under this section is obligated to: (a) attain the adjunct professor status within two (2) years and maintain said status for three years; and (b) remain employed with the District for three years after attaining adjunct professor status. Failure to meet these requirements will result in the teacher being obligated to repay the District the amounts paid under this section. Said repayment shall be either through payroll deduction or in another manner agreed to by the teacher and District. This paragraph will not be enforceable should the teacher be unable to fulfill his/her obligations under this paragraph due to a medical condition or disability or by virtue of being laid off.

H. Criminal Background Checks

While a bargaining unit member is employed by Edison Local School District, any criminal background check required under O.R.C. §3319.39 shall be paid for by the Board as follows:

When an FBI/BCII criminal background check is required, bargaining unit members must make an appointment and report to the Jefferson County Educational Service Center for fingerprinting necessary for the FBI/BCII criminal background check. Each member must complete and submit the form attached under Appendix E and paperwork required by the Jefferson County Educational Service Center.

The member is not entitled to extra compensation for the time associated with the fingerprinting or for traveling to and from the Jefferson County Educational Service Center building. The Board is not responsible for the cost of criminal background checks for bargaining unit members who do not use the Jefferson County Educational Service Center.

New employees do not have rights under this section and are not entitled to reimbursement for FBI/BCII criminal background checks.

I. Salary Adjustments

When an employee completes additional training which would qualify the employee for a higher salary classification, the salary of the employee will be adjusted the pay period after the beginning of the next semester provided that a certified transcript or letter of credit from the university registrar is presented to the Treasurer. If the certified transcript is not provided until after the first day of a semester, then the adjustment will become effective the first day of the next semester after the certified transcript has been provided.

J. Experience Credit and Other Related Experience

Upon initial employment, all certificated/licensed employees shall be given credit for actual prior earned experience in the field of teaching up to and including a maximum of ten (10) years. Certificated/licensed employees who leave the Edison Local School District and subsequently return to the system shall be given credit for actual prior earned experience in the field of teaching up to the maximum provided for on the then current salary schedule.

Credit for other related experience, if determined to be applicable, shall be granted on an equitable basis, all within the sole discretion of the Superintendent.

K. Hourly Rate for Certificated/Licensed Assignments

\$15.00 per hour

L. Substitute Position – 60 Days

Any substitute teacher who occupies the same assignment for 59 school days will, on the 60<sup>th</sup> day, be paid a per diem based on their level of education at Step 0 on the teacher's salary schedule. In addition, the substitute teacher will receive insurance benefits pursuant to Article V set forth hereinafter, however, he/she shall pay one-half of the premium for such insurance. Such employee will also be entitled to sick leave and personal leave for the duration of the assignment. Sick leave will be earned at 1 ¼ days leave per month and personal leave at the rate of 1 day per 3 months to be used as earned. Only earned sick leave from the particular assignment may be used. No other provision of the Negotiated Agreement, except the grievance procedure as applied to the above, will apply to substitute teachers who teach more than 59 school days. The contract of a substitute teacher who occupies the same assignment for fifty-nine (59) days or more shall automatically expire at the end of the school year without further action or notice by the Board of Education.

M. Substitution

1. When a teacher is absent from his/her assigned duties, the Board shall make reasonable efforts to secure a substitute to carry on those duties.
2. Whenever a teacher is required to perform another teacher's assigned duties including study hall as a substitute because of the other teacher's absence from his/her classroom for part or all of the school day, the substituting teacher shall be compensated pro-rated for the substitution time at the rate of \$15.00 per hour per each class assigned or any part thereof.
3. In the event a teacher is absent and another teacher is forced to supervise his/her students, causing a loss of planning period, that teacher will be compensated at \$15.00 per hour or any part thereof.
4. Title teachers and special education/intervention teachers shall only be used to substitute on their planning periods, except in "emergency" situations, and will be compensated for substituting at \$15.00 per hour, or any part thereof. If a Title teacher is used as a substitute for a regular classroom teacher, then that teacher will not be compensated for "returning" students staying in their class.
5. All regular teachers who will be affected by the absence of a title teacher/related arts teacher shall be notified promptly of the title teacher's/related arts teacher's absence.
6. Teachers who are on release time may be used as a substitute and shall be compensated at \$15.00 per hour, or any part thereof.

N. Board Pickup of Bargaining Unit Member Contributions to STRS

1. For purposes of this paragraph, total annual salary and salary per pay period for each bargaining unit member shall be the salary otherwise payable under this Agreement, as amended. The total annual salary and salary per pay period of each member shall be payable by the Board in two parts: (1) deferred salary and (2) cash salary. A member's deferred salary shall be equal to that percentage of said member's total annual salary or salary per pay period which is required from time to time by the State Teachers Retirement System ("STRS") to be paid as an employee contribution by said member and shall be paid by the Board to STRS on behalf of said member as a "pickup" of the STRS employee contribution otherwise payable by said member. A member's cash salary shall be equal to said member's total annual salary or salary per period less the amount of the pickup for said member and shall be payable, subject to applicable payroll deductions, to said member. The Board's total combined expenditures for members' total annual salaries otherwise payable under this Agreement, as amended, (including pickup amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.
2. The Board shall compute and remit its employer contributions to STRS based upon total annual salary, including the "pickup." The Board shall report for Federal and Ohio income tax purposes as a member's gross income said member's total annual salary less the amount of the "pickup." The Board shall report for municipal income tax purposes as a member's gross income said member's total annual salary, including the amount of the pickup. The Board shall compute income tax withholding based upon gross income reported to the representative taxing authorities.
3. The pickup shall be included in the member's total annual salary for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or for any other similar purpose.
4. The pickup shall apply to all payroll payments made after the effective date of this provision.
5. Should the Board's payment of deferred salary cause an individual bargaining unit member's annuity contributions to exceed the IRS permissible level, any such individual shall have the right to adjust annuity deductions within thirty (30) days of the effective date of this provision.

O. Attendance Incentive

1. Each full time teacher who has perfect attendance except for professional leave, personal leave, association leave and three (3) days bereavement leave for each nine week grading period shall receive a \$100.00 bonus, which shall be included in their regular check.
2. Annually the Board of Education shall recognize teachers who have achieved perfect attendance for an entire school year.

**ARTICLE V – BENEFITS**

A. Insurance

1. Coverage

- a. The Board shall purchase, through a carrier licensed by the State of Ohio, insurance coverage which meets or exceeds the specifications below for each member of the bargaining unit, now or hereinafter employed, and his or her eligible dependents. Eligible bargaining unit members will be offered the option to select Single, Single+1, or Family coverage.
- b. The Board of Education may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in a self-insured or fully funded plan. Provided, however, that health care benefits and services provided under this collective bargaining agreement under the base plus major medical plan shall not be less than those to which bargaining unit members were entitled to on January 1, 2008.
- c. Any health care benefits and service that extend to bargaining unit members as a result of agreements entered into by the Board with insurance companies, underwriters, insurance administrators, or any participating members thereof shall not be reduced or eliminated during the term of the collective bargaining agreement without the written approval of the Association.
- d. The Association shall be entitled to two representatives to any board sub-committee established to study and recommend to the full Edison Board of Education any change in health care benefits and services.
- e. The Board of Education shall be the sole determining body for the selection of the carrier for insurance benefits as negotiated in this Agreement.

- f. Upon the death of an employee, the Board shall continue to provide all insurance coverage as specified in this Negotiated Agreement to the employee's spouse and/or dependents for a period not to exceed thirty (30) days or the remainder of the month, whichever is less. Thereafter, the affected spouse and/or dependents (or dependent's guardian) shall have the right to elect to remain covered as provided under COBRA, with the affected individual(s) paying the necessary premium. Notice of such shall be provided to each affected individual not more than ten (10) days following the death of the employee.

**B. Insurance Benefits**

The insurance provided by the Board shall consist of the PPO plans set forth in Section D.

Bargaining unit members now or hereinafter employed may enroll in the PPO or apply for the medical waiver specified below.

From June 15, 2013 through June 14, 2015, employees will contribute to the cost of insurance as follows:

Single Medical Coverage:	\$27.50 per pay
Single + 1 Medical Coverage:	\$37.50 per pay
Family Medical Coverage:	\$47.50 per pay

Premiums will be deducted on pre-tax basis as specified under IRS Section 125. Deductions will be taken from 24 pay periods per year. The Board shall pay the remaining cost of the health insurance.

If an employee selects medical waiver, he/she shall be entitled to the following options:

- \$1,500.00 cash (taxable)
- \$1,500.00 annuity (pre tax)
- \*\$1,500.00 FSA (pre tax)

The medical waiver option is not available to employees who have a spouse covered by Board insurance.

Open enrollment in the insurance plan shall occur annually in the month of August and be effective September 1<sup>st</sup>. Since the Board pays the insurance premium one month in advance, new employees will have a double premium deduction in the first full month of hire.

**C. Group Life**

Group life insurance in the amount of \$40,000.00 shall be provided to each bargaining unit member.

\*FSA means Flexible Spending Account.

D. Benefit Package

When the Summary of Benefits & Coverage document for the District's current health insurance plan is generated as required under the Affordable Care Act, the following duplicative chart shall be replaced with that document to ensure the plan is accurately reflected in this labor contract. The same benefits reflected in the charts under this section in the contract effective through June 14, 2015, shall be reflected in the Summary of Benefits & Coverage document generated pursuant to the ACA.

<b>Edison Local School District SuperMed Plus Effective January 1, 2008</b>		
<b>Benefits</b>	<b>Network</b>	<b>Non-Network</b>
Benefit Period	January 1 <sup>st</sup> through December 31st	
Dependent Age Limit	23 Dependent / 25 Student Removal upon End of Month	
Pre-Existing Condition Waiting Period	Initial Group Waived, All Others 6-9	
Blood Pint Deductible	0 pints	
Lifetime Maximum	\$5,000,000	
Benefit Period Deductible-Single/Family <sup>1</sup>	\$200/\$400	\$400/\$800
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$100/\$200	\$500/\$1,000
<b>Physician/Office Services</b>		
Office Visit (Illness/Injury) <sup>2</sup>	\$10 copay, then 100%	70% after deductible
Urgent Care Office Visit <sup>2</sup>	\$35 copay, then 100%	70% after deductible
Immunizations	100%	Not Covered
<b>Routine Services</b>		
Routine Physical Exam (Ages 9 & over, one exam per benefit period) <sup>2</sup>	\$10 copay, then 100%	Not Covered
Well Child Care Services including Exam and Immunizations (To age 9) <sup>2</sup>	\$10 copay, then 100%	70% after deductible (To age 9, limited to a \$500 maximum per benefit period up to age 1, \$150 maximum per benefit period to age 9
Well Child Care Laboratory Tests (To age 9)	100%	70% after deductible
Routine Mammogram (One per benefit period)	\$10 copay, then 100%	70% after deductible
Routine Pap Test (One per benefit period)	\$10 copay, then 100%	70% after deductible
Routine Lab and X-Ray Services	100%	Not Covered
Routine Endoscopic Services	100%	Not Covered
<b>Outpatient Services</b>		
Surgical Services	100% after deductible	70% after deductible
Diagnostic Services	100% after deductible	70% after deductible
Physical Therapy-Facility and Professional	\$10 copay, then 100%	70% after deductible

Occupational Therapy – Facility and Professional	\$10 copay, then 100%	70% after deductible
Chiropractic Therapy – Professional Only	\$10 copay, then 100%	70% after deductible
Speech Therapy-Facility and Professional	\$10 copay, then 100%	70% after deductible
Cardiac Rehabilitation-Facility	90% after deductible	70% after deductible
Emergency Use of an Emergency Room <sup>3</sup>	\$75 copay, then 100%	
Non-Emergency use of an Emergency Room <sup>4</sup>	Not Covered	Not Covered
<b>Benefits</b>	<b>Network</b>	<b>Non-Network</b>
<b>Inpatient Facility</b>		
Semi-Private Room and Board	90% after deductible	70% after deductible
Maternity	90% after deductible	70% after deductible
Skilled Nursing Facility/Inpatient Rehabilitation	90% after deductible	70% after deductible
Organ Transplants	90% after deductible	70% after deductible
<b>Additional Services</b>		
Allergy Testing and Treatments	100% after deductible	70% after deductible
Ambulance	90% after deductible	70% after deductible
Durable Medical Equipment	90% after deductible	70% after deductible
Home Healthcare	90% after deductible	70% after deductible
Hospice	90% after deductible	70% after deductible
Private Duty Nursing	90% after deductible	70% after deductible
<b>Mental Health and Substance Abuse</b>		
Inpatient Mental Health and Substance Abuse Services (30 days per benefit period)	90% after deductible	70% after deductible
Outpatient Mental Health Services (30 visits per benefit period)	\$10 copay, then 100%	70% after deductible
Outpatient Substance Abuse Services (30 visits per benefit period)	\$10 copay, then 100%	70% after deductible

Note: Services requiring a copayment are not subject to the single/family deductible.

Deductible and coinsurance expenses incurred for services by a non-network provider will only apply to the non-network deductible and coinsurance out-of-pocket limits. Deductible and coinsurance expenses incurred for services by a network provider will only apply to the network deductible and coinsurance out-of-pocket limits.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

<sup>1</sup>Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.

<sup>2</sup>The office visit copay applies to the cost of the office visit only.

<sup>3</sup>Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.

<sup>4</sup>Ancillaries will be covered

<b>Edison Local School District Prescription Drug Program Effective January 1, 2008</b>
---

Benefits	Copay	Day Supply
Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>	
Dependent Age Limit	Same as Medical	
<b>Retail Program with Oral Contraceptive Coverage</b>		
Generic Copayment	\$10	30
Brand Name Copayment	\$20	30
<b>Home Delivery Program with Oral Contraceptive Coverage</b>		
Generic Copayment	\$20	90
Brand Name Copayment	\$40	90

Note: Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

<b>Edison Local School District Prescription Drug Program Effective January 1, 2011 2008</b>
--

Benefits	Copay	Day Supply
Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>	
Dependent Age Limit	Same as Medical	
<b>Retail Program with Oral Contraceptive Coverage</b>		
Generic Copayment	\$10	30
Formulary Copayment	\$20	30
Non-Formulary Copayment	\$30	30
<b>Home Delivery Program with Oral Contraceptive Coverage</b>		
Generic Copayment	\$20	90
Formulary Copayment	\$40	90
Non-Formulary Copayment	\$60	90

Note: In an effort to continue our commitment to quality care and help contain the increasing cost of prescription drug coverage, a formulary feature is included in your prescription drug benefit. A formulary drug is a FDA approved prescription medication reviewed by an independent Pharmacy and Therapeutics Committee brought together by Medco Health Solutions, Inc. Formulary drugs can assist in maintaining quality care while meeting your plan's cost containment objectives.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures. This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

Edison Local School District  
**Traditional Dental**  
**With Orthodontia**  
 Effective January 1, 2008

<b>Benefits</b>	
Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>
Dependent Age Limit	Same as Medical
Benefit Period Maximum (per member)	\$2,500
Benefit Period Deductible (per member) <sup>1</sup>	None
Orthodontic Lifetime Maximum (per eligible dependent up to age 19)	\$2,500
<b>Preventive Services</b>	
Oral Exams – two per benefit period	100%
Bite Wing X-Rays – two sets per benefit period	100%
Prophylaxis (cleaning) – two per benefit period	100%
Fluoride Treatment – one treatment per benefit period, limited to dependents up to age 19	100%
Sealants – one every rolling 36 months per tooth	100%
Space Maintainers – limited to eligible dependents up to age 19	100%
Emergency Palliative Treatment – includes emergency oral exam	100%
Laboratory Tests-including Pulp Vitality Tests Diagnostic Casts	100%
<b>Essential Services</b>	
Consultations and Other Exams by Specialist	90% after deductible
Diagnostic X-Rays – including Full Mouth/Panorex, which are limited to one every 36 consecutive months	90% after deductible
Minor Restorative Services	90% after deductible
Endodontics/Pulp Services	90% after deductible
Periodontal Services	90% after deductible
Repairs, Relines & Adjustments of Prosthetics	90% after deductible
Simple Extractions	90% after deductible
Impactions	90% after deductible
Minor Oral Surgery Services	90% after deductible
General Anesthesia	90% after deductible
<b>Complex Services</b>	
Gold Foil Restoration	70% after deductible
Inlays, Onlays – one every five years	70% after deductible
Crowns – one every five years	70% after deductible
Bridgework (Pontics & Abutments) one every five years	70% after deductible
Partial and Complete Dentures – one every five years	70% after deductible

<b>Benefits</b>	
<b>Orthodontic Services</b>	
Orthodontic Diagnostic Services	70%
Minor Treatment for Tooth Guidance	70%
Minor Treatment for Harmful Habits	70%
Interceptive Orthodontic Treatment	70%
Comprehensive Orthodontic Treatment	70%

Note: Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

**MEMBERS ARE NOT REQUIRED TO USE NETWORK DENTISTS.**

<sup>1</sup> Maximum deductible per member, 3-month carryover applies.

<b>Edison Local School District Vision Effective January 1, 2008</b>	
<b>Benefits</b>	
Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>
Dependent Age Limit	Same as Medical
<b>Examinations</b>	<b>One per benefit period</b>
Vision Examinations	\$80
<b>Frames</b>	<b>One per two benefit periods</b>
Basic Frames	\$150.00 per frame
<b>Prescription Lenses</b>	<b>One per benefit period</b>
Single Vision Lenses	\$100 per pair
Bifocal Lenses	\$150 per pair
Trifocal Lenses	\$175 per pair
Lenticulars	\$225 per pair
<b>Contacts in Lieu of Lenses</b>	<b>One per benefit period</b>
Medically Necessary	\$400 per pair
Cosmetic	\$150 per pair

Note: Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

E. Activity Passes

Teachers shall receive an activity pass. Such pass shall entitle the teacher and a guest to admittance, without charge, to any activity in the Edison Local School District. Such pass shall be non-transferable and revoked upon violation. Each retiring teacher shall receive one (1) complimentary lifetime activity pass for him/herself upon request, which shall be good for admittance for the retiring teacher and a guest.

F. Jury Duty/Court Leave

1. The Board shall pay a teacher the difference between the teacher's regular salary and any remuneration received by the teacher for jury duty service. Alternatively, the teacher may endorse his or her check for jury duty service over to the Treasurer of the Board and simply receive the normal salary amount to which the teacher otherwise would be entitled under his or her contract(s).
2. Teachers shall be released from duty, without loss of pay or benefits, for absence due to the teacher's compliance with a subpoena to appear in a court of law, provided that: (a) neither the teacher nor the Association is a party in the litigation adverse to the Board of Education or adverse to any individual Board member or administrator; and (b) the Court appearance is somehow connected with the teacher's employment or school activities (for example, where the teacher is required to appear as a witness in a lawsuit by a student for personal injuries which occurred in a school activity or where the teacher is subpoenaed to be a witness in child custody litigation).
3. Teachers subpoenaed to an arbitration hearing on behalf of the Association or the Board will be given court leave.
4. Such leave shall not be deducted from the teacher's sick leave or personal leave, except that a teacher may use his or her personal leave for an absence required by court subpoena that does not come within the terms of Paragraph 2. Personal leave in such circumstances may be used before or after a holiday or vacation period.

G. Sabbatical Leave

A certificated/licensed employee who has completed seven (7) years of service in the Edison Local School District may be entitled to the grant of a sabbatical leave of absence, without pay, for one or two semesters, for the purpose of further study, research and/or teaching in a foreign country, subject to the following conditions and restrictions:

- (a) The certificated/licensed employee shall present to the Superintendent a plan for professional growth within his/her area of certification/licensure or assignment, and at the conclusion of the leave provide evidence that the plan was followed.

- (b) All applications for, and grants of sabbatical leave, shall be subject to the approval of the Superintendent and the Board of Education.
- (c) Each school year, only one percent (1%) of the certificated/licensed employees so eligible may be granted sabbatical leave.
- (d) Sabbatical leave may not be granted to the same certificated/licensed employee more often than once every seven (7) years, nor to the same certificated/licensed employee a second time when other eligible certificated/licensed employees have a first time application pending.
- (e) The Board of Education must be satisfied, prior to the granting of any sabbatical leave, that a satisfactory substitute for the applicant is available.
- (f) If the application is for two semesters, they must both fall within the same school year.

Applications for sabbatical leave shall be made in writing and addressed to the Superintendent not later than February 15 or October 15 of the immediate preceding semester for which the application is sought to be effective. The application must be accompanied by the above-referred-to plan for professional growth and a statement verifying the applicant's eligibility under the conditions and restrictions above outlined.

Upon return from a sabbatical leave of absence, the certificated/licensed employee shall be reinstated to the same position and contractual status held immediately prior to said leave; provided, however, if such position has been eliminated, reinstatement shall be made to a substantially equivalent position for which valid certification/licensure is held. The period of time any certificated/licensed employee is on sabbatical leave shall not be credited to advancement in the salary schedule and/or seniority status.

To the extent otherwise permitted or available under the then applicable plan or program, a certificated/licensed employee may continue to participate in then existing fringe benefit plans or programs during his/her sabbatical leave, only by paying the full premiums, rates and/or charges therefor.

Upon return from a sabbatical leave, for the purpose of being a full time student in a university, the certified/licensed employee, after one year's service to the Edison Local School District will be reimbursed the cost of the fringe benefit received while on sabbatical leave.

#### H. Leave Forms

District leave forms will be made available through internet access using an electronic kiosk system with a secured area for each employee to submit the forms on-line.

I. Sick Leave

Certificated/licensed employees shall be entitled to fifteen (15) days sick leave with pay, for each year under contract, which shall be advanced on the first day of the school year. Unused sick leave shall be cumulative up to 300 days maximum.

Any certificated/licensed employee transferring to the Edison Local School District shall be credited with the full unused balance of his accumulated sick leave, up to 200 days maximum, upon verification of such accumulation from the proper public agency.

Unused accumulation of sick leave shall be reported monthly by way of employees' payroll check stub.

Certificated/licensed employees may, upon approval of the responsible administrative officer with the District, use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness or death in the immediate family.

Such leave days in a school year shall be limited to forty (40) days for spouse, children, mother, father; and limited in a school year to twenty (20) days for grandparents, other relatives in the household, grandchildren, brother, sister, mother-in-law, father-in-law, legal guardian.

Employees must supply documentation from a licensed doctor for five or more consecutive days used as sick leave.

Falsification of sick leave is grounds for termination in accordance with Ohio law.

For purposes due to death, "immediate family" shall include spouse, children, father, mother, father-in-law, mother-in-law, brother, sister, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandson, granddaughter, grandmother, grandfather, aunt, uncle, niece, nephew, or other relative living in the employee's household, and leaves so granted shall be limited to a maximum of three (3) days, beginning with the date of death unless bereavement leave is first granted. Up to four (4) additional days may be approved by the Superintendent for travel.

Subject to the approval of the Superintendent, and for good cause shown in each requested instance, "immediate family" for such purposes, may be extended to include other relatives or close friends, and leaves so granted shall be limited to one (1) day, being the day of the funeral service.

J. Bereavement Leave

In the event of a death in a bargaining unit member's immediate family, that employee shall be granted three (3) bereavement leave days. For the purpose due to death, "immediate family" shall include spouse, children, father, mother, father-in-law, mother-in-law, brother, sister, grandson, granddaughter, grandmother, grandfather, niece, nephew, beginning with the date of death.

Additional days may be granted under the sick leave section of this Agreement.

K. Personal Leave

Each employee shall be granted three (3) days personal leave with pay annually. Personal leave shall be used for urgent personal business or emergencies which cannot be conducted outside of the regular school day. The following limitations apply:

1. Personal leave is not accumulative, and may be taken in one half (1/2) day increments.
2. In cases where personal leave is used by an employee to extend a holiday or vacation, the following shall apply:
  - a. Section K(6) will limit the number of employees
  - b. If the extension was for any of the following, each day of personal leave taken shall count as one day of personal leave taken:
    - i. For the employee to attend a personal life event such as a wedding or graduation of him/herself, his/her parent, stepparent, child or stepchild; or
    - ii. Due to urgent personal business or an emergency that arose during the holiday/vacation and was out of the employee's control.
  - c. If the extension was for any other reason, each day of personal leave taken shall count as two days of personal leave.

If the employee does not have enough personal leave to cover the days taken, s/he shall have his/her pay docked the number of days exceeding the personal leave accumulation.

3. Application for use of personal leave, in so far as possible, shall be made in advance of the day or days requested.
4. Personal leave must be approved by the Superintendent on forms provided by that office.

5. All of the three (3) days personal leave will require only the reason "personal business or emergency which cannot be conducted outside of the regular school day."
6. No more than ten percent (10%) of the employees in each building will be granted personal leave on the same day. The Superintendent may waive this restriction at his discretion.
7. Any employee who is found or determined to have used any day of personal leave for other than "urgent personal business or emergencies which cannot be conducted outside of the regular school day" shall be docked one day's pay per day of misuse.
8. For each whole day of personal leave remaining for a teacher at the end of a school year, he/she will be granted one (1) additional day of sick leave on June 30.
9. The Personal Leave Form used by bargaining unit members shall only require the following information regarding the nature of personal leave:  
 \_\_\_\_\_ Personal business or emergency which cannot be conducted outside of the regular school day. (No written details necessary.)

L. Pregnancy Leave

Any certificated/licensed employee who becomes pregnant shall have the right to unpaid leave of absence to begin at any point during the pregnancy, continuing until the termination of the pregnancy. Pregnancy leave may thereafter be followed by parental leave, as hereinafter provided. Such pregnancy leave shall be granted subject to the following conditions:

1. Applications for pregnancy leave shall, when reasonably possible, be filed at least thirty (30) days prior to the requested beginning date.
2. Upon termination of the pregnancy, and no other leaves having been granted or applied for, the employee shall be reinstated to the same position and contractual status held immediately prior to such leave; provided, however, if such position is ELIMINATED, reinstatement shall be made to a substantially equivalent position for which valid certification/licensure is held.
3. Employees on pregnancy leave shall be treated as full time employees for the purpose of Board granted fringe benefits, but shall not be entitled to accumulation of sick leave credits during such term. However, pursuant to subparagraph four (4), as hereinafter provided, teachers may use sick leave under applicable sick leave regulations for pregnancy and be entitled to accumulation of sick leave credits while using sick leave for pregnancy.

4. To the extent otherwise applicable, employees shall have the option of converting to sick leave at any time during the granted pregnancy leave; but in no event shall the employee be entitled to return to work prior to the termination of the pregnancy without approval from the Superintendent and acceptance of such recommendation by the Board.
5. For the purpose of this Article, "termination of the pregnancy" shall be determined by delivery, miscarriage or stillbirth.
6. In all other respects, pregnancy leave shall be governed by the applicable provisions of Section 3319.13, Ohio Revised Code.

M. Parental Leave

Any certificated/licensed employee who becomes the parent of a newborn or an adopted child, or who is the parent of a minor child who develops a severe health problem, shall have the right to an unpaid leave of absence for a period not to exceed the balance of the then current school year, beginning with the date of the birth of such child, the termination of pregnancy leave, the date of adoption or the date of the beginning of such minor child's severe health problem.

Such leave shall be granted subject to the following conditions:

1. Applications for parental leave shall be filed at least thirty (30) days prior to the anticipated beginning date. In the case of early delivery or adoption, the thirty (30) days requirement shall be waived, but the employee must notify the Superintendent at the earliest possible opportunity of the intention to take parental leave.
2. Unless a medical statement is provided verifying the necessity, no husband and wife may take concurrent parental leave or any combination of concurrent parental and/or pregnancy leave.
3. Parental leave may be extended for a period up to one additional school year, subject to the approval of the Superintendent.
4. Upon termination of parental leave, and no other leaves having been granted or applied for, the employee shall be reinstated to the same position and contractual status held immediately prior to such leave; provided, however, if such position is ELIMINATED, reinstatement shall be made to a substantially equivalent position for which valid certification/licensure is held.
5. To the extent otherwise permitted or available under the applicable plan or program, an employee may continue to participate in existing fringe benefit plans or programs paying the full premiums, rates and/or charges.

- 6a. To the extent otherwise applicable, employees shall have the option of converting to sick leave at any time during the granted parental leave; but in no event shall the employee be entitled to return to work prior to the expiration date of the leave so granted without approval from the Superintendent and acceptance of such recommendation by the Board.
- 6b. In the event a certificated/licensed employee legally adopts a child, such employee may, upon approval of the responsible administrative officer with the District, use up to twenty (20) days of accumulated sick leave so that such employee may remain at home to care for the adopted child. The certificated/licensed employee shall apply for and notify the District's administrative officer of his or her intent to use such sick leave at the earliest possible time after the employee learns of the anticipated adoption date.
7. In all other respects, parental leave shall be governed by the applicable provisions of Section 3319.13, Ohio Revised Code.

\*NOTE: It is anticipated that an employee will convert to sick leave immediately upon termination of pregnancy and thereafter determine whether parental leave will be sought, or, in the alternative, will have already made an application for parental leave in anticipation of termination of the pregnancy.

N. Association Leave

1. Over the course of a school year, the total allotment of days available to the Association for Association Leave shall not exceed six (6) days (e.g. 1 member may be gone for 6 days OR 3 members may be gone for 2 days, but in no case shall the District be obligated to pay for more than 6 days per school year under this provision.) Association Leave is only available to attend meetings of the Ohio Education Association, National Education Association, or the Eastern Ohio Education Association.
2. If a member of the bargaining unit is an officer of the OEA or OEA Board of Directors, the bargaining unit member may be granted an additional four (4) days with documentation provided to the Superintendent at least one (1) week prior to the meeting. The Superintendent reserves the right to waive the one (1) week requirement.

O. Professional Leave

Upon approval of the principal and Superintendent, a teacher may be granted professional leave subject to the specifications set forth below:

1. A written request for professional improvement leave shall be submitted to the building principal at least one week in advance of the meeting. The request shall specify the program to be attended and contain a statement of the purpose for such attendance.

2. No teacher may be granted more than three (3) educational meetings per school year, not to exceed a total of six (6) workdays per year.
3. Reimbursement for professional leave expenses shall be governed by Board policy.
4. Those days teachers are required by the Administration to attend meetings shall not count toward the total of six professional leave days possible each year.

P. Assault Leave

1. A teacher who is required to be absent due to physical disability resulting from an assault, or resulting from breaking up an altercation among students, shall be eligible to receive assault leave. Said leave shall be granted when physical injury to the teacher which requires medical attention, and occurs in the course of Board employment while on duty on school grounds during school hours or when the teacher's attendance at a school-sponsored function is required.
2. The teacher shall supply a certificate from a licensed physician stating the nature of the disability and its duration. Upon determination of eligibility by the Board, such leave shall be granted for not to exceed ninety (90) days from the teacher's delivering to the Treasurer a signed statement on forms prescribed by the Board and maintained by the Treasurer. Such statements will indicate the nature of the injury, the date of its occurrence, the identity of the individual(s) causing the assault and the facts surrounding the assault.

Q. Leaves of Absence on Account of Illness or Disability

1. Eligibility

Upon the written request of a teacher, supported by a doctor's statement, the Board shall grant the teacher an unpaid leave of absence for a period of not more than two consecutive school years where illness or disability is the reason for the request. For purposes of this Section (Q) an employee may use such leave if the illness or disability is of the employee's spouse, children, mother, father, grandparents, legal guardian, other relatives in the household, grandchildren, brother, sister, mother-in-law or father-in-law. Upon subsequent request, such leave may be renewed by the Board. The employee must notify the Superintendent of his/her intent to renew such leave prior to July 1 of the calendar year in which the employee intends to use such extended leave.

2. Fringe Benefits

If a leave is granted and the benefit carrier permits, the employee at his/her expense may continue fringe benefits, unless the Board in the

sole exercise of its discretion elects to pay for all or part of such coverage. Failure of the employee to forward payments at stipulated times shall terminate this benefit.

3. Return to Service

The Board will not be obligated to return an employee to active status prior to the expiration date of his/her leave of absence. Upon the employee's return to service, he/she shall resume the contract status which was held prior to the leave and shall be returned to their same position if returning by the start of the following school year, or given a position for which he/she is certificated/licensed or otherwise qualified.

R. Tuition

1. No tuition will be charged for children of parents who are certificated/licensed employees of the Edison School District if the Edison Local School District can claim and receive credit on the SF-3 State Report.

**ARTICLE VI – JOB SECURITY**

A. Just Cause

No certificated/licensed employee of the Edison Local School District shall be disciplined, reprimanded, reduced in rank or compensation, demoted, suspended (except as provided in Section 3319.17 Ohio Revised Code), or adversely evaluated without just cause. Any claim for denial of just cause shall be processed through the Grievance Procedure as provided for in this Agreement.

The following procedures shall apply by operation of law:

1. Termination of contracts, which shall be governed by Section 3319.16 Ohio Revised Code.
2. Non-renewal of contracts, which shall be governed by Section 3319.11 Ohio Revised Code.
3. Reduction in number of teachers and suspension of teacher's contracts which shall be governed by Section 3319.17 Ohio Revised Code.

B. Terms of Limited Contracts

All certificated/licensed employees of the Edison Local School District who do not qualify for a continuing contract shall receive limited contracts in the following order, subject to the provisions of Section 3319.11 Ohio Revised Code:

1<sup>st</sup> contract – limited contract for one (1) year

2<sup>nd</sup> contract – limited contract for one (1) year

3<sup>rd</sup> contract – limited contract for two (2) years

4<sup>th</sup> contract – limited contract for three (3) years

5<sup>th</sup> contract and thereafter – limited contract for five (5) years

Upon the Superintendent's recommendation for performance reasons, and with just cause, the Board may issue a contract for fewer than the normal number of years indicated above only once through the completion of the first four contracts.

One year of contract credit is based on teaching at least 120 days in the same position as a regular full time teacher during a school year.

If a teacher is on the RIF recall list, the 120 days is cumulative in all positions during a school year.

A certified/licensed employee hired or re-employed (by Board action or by operation of law) after the effective date of this contract to work half-time or less, will be employed only on a one year limited contract. Such contracts will expire automatically at the end of their term without further action or notice by the Board.

Continuing contracts will be considered only in April of each year. Any certificated/licensed employee becoming eligible for a continuing contract during the term of a multi-year, limited contract shall be considered for, but not necessarily granted or entitled to, a continuing contract each April during the remaining years of his or her contract, subject to the further provisions and conditions of Section 3319.11 Ohio Revised Code. As a further condition, any certificated/licensed employee becoming eligible for a continuing contract during the term of a multi-year, limited contract shall so notify the Superintendent of his or her potential eligibility no later than November 30 immediately preceding the April in which consideration will first be undertaken.

C. Reduction in Force

If the Board suspends contracts pursuant to 3319.17 of the Ohio Revised Code:

1. The Association shall be notified thirty (30) days before the implementation.
2. Every teachers' name shall appear in order of seniority on a list for his or her area of certification/licensure. Teachers will appear on every list for which they have certification.
3. Seniority is defined as the length of continuous service in the school system, which is not affected by authorized leaves of absence.

4. Teachers with continuing contracts shall be deemed senior to teachers on limited contracts.
5. Where two or more teachers have joined the system at the same time prior to the effective date of this contract, they shall be placed on the seniority list as directed by the 1981-82 Agreement between the Edison Local Education Association and the Edison Local Board of Education.
6. Where two or more teachers have joined the system at the same time, their names are arranged on the seniority lists based on the school board meeting at which they were hired. Teachers employed on the same date shall use the order of employment motion for seniority purposes.
7. Staff reductions based upon the Superintendent's recommendation shall be made as follows:
  - a. Attrition – contract suspensions, in whole or in part, shall be kept to a minimum by not employing replacements, insofar as is practicable, for a bargaining unit member who retires, resigns, dies, or whose contract has been non-renewed or terminated.
  - b. All bargaining unit members shall be placed on seniority lists for each teaching field for which they are properly certificated/licensed and have on file in the administration or treasurer's office by May 25<sup>th</sup> of any school year.
  - c. In suspending contracts of teachers within each teaching field affected by the reduction in force, teachers holding limited contracts in the area of certification/licensure shall be suspended first. In cases of comparable evaluations, the person with the least seniority will have his/her contract suspended.

For the 2013-2014 through 2015-2016 school years, all teachers covered by the OTES Evaluation shall be considered comparable for staff reduction purposes. Effective the 2016-2017 school year, staff reduction shall be achieved as follows:

Teachers will be considered for staff reduction using the following steps:

- 3B: A teacher on a limited contract with the rating of Ineffective.
- 3A: A teacher on a continuing contract with the rating of Ineffective.
- 2B: A teacher on a limited contract with the rating of Developing.
- 2A: A teacher on a continuing contract with the rating of Developing.

- 1B: A teacher on a limited contract with the rating of Accomplished or Skilled.
- 1A: A teacher on a continuing contract with the rating of Accomplished or Skilled.

Seniority shall not be a basis for making staff reduction decisions, except when making a decision between teachers who have comparable evaluations.

- d. A bargaining unit member so affected may elect to displace a fellow bargaining unit member who is the least senior person in another area of certification/licensure which the affected bargaining unit member possesses.
8. Teachers whose contracts are suspended shall be placed on a recall list based on seniority and certification/licensure.
9. Recall: Each teacher whose contract is suspended will be placed on the recall list by certification/licensure in the reverse order of contract suspension and shall be offered reemployment to a full-time position, as they become available, for which each is certified/licensed, so long as the teacher has a license in effect on the date the Board offers reemployment. If a teacher does not have a license in effect on the date the Board offers reemployment, s/he may remain on the recall list, but is not entitled to the position that had been offered if s/he later obtains a license effective on or before the date the position had been offered. Seniority shall not be the basis for recalling a teacher, except when making a decision between teachers who have comparable evaluations.

Where there is an active recall list, vacancies will not be posted and the District will attempt to fill the vacancy with a certified/licensed teacher on the recall list before any employee is able to transfer under Article VII (D).

a. Notice of Recall

If a vacancy becomes available, the Board shall send a certified or registered announcement of said vacancy to the last known address of all teachers on the recall list who hold certification/licensure for the vacancy. It shall be the responsibility of each teacher to notify the Board of any change in address. All teachers who received the registered or certified letter notifying them of the vacancy shall have the option of responding or not responding.

The teachers opting to respond must do so within fifteen (15) calendar days from the date said notification was postmarked. Those teachers who opt not to respond to the registered or certified letter shall have their names removed from the recall list.

A person on the recall list will be eligible for recall for an additional teaching field upon receipt of additional licensure assuming that such license is on file with the Board of Education at the time of the recall. No new teacher may be hired to fill a vacancy unless there is no qualified teacher for the position on the recall list or no qualified teacher on the recall list accepts the position.

b. Time on Recall List; Status Upon Return

Each eligible teacher shall remain on the recall list for twenty-four (24) months from his or her last day of active service in the system, unless he or she fails to accept recall or waives his/her recall rights in writing. A teacher who is recalled to a regular full-time position shall be credited with sick leave accumulation and years service for salary schedule placement he or she had prior to reduction.

10. Any RIF implemented by the Edison Local School District due to enrollment decline shall be based on a reduction in the October ADMs up to the previous twenty-four (24) months. Enrollment decline attributed to a given year can only be used once in a RIF. Calculation for a RIF will be based on a ratio no greater than one teacher for every twenty-five (25) student enrollment decline. ADM numbers include students enrolled in Edison as well as ECAT and VLA.

EXAMPLE

1993-1994	Enrollment decline October 1990 through October 1991 and enrollment decline October 1991 through October 1992.
1994-1995	Enrollment decline October 1991 through October 1992 (balance of enrollment decline not used in 1991-1992) and enrollment decline October 1992 through October 1993.

11. No new bargaining unit employee shall be employed in a bargaining unit position until after all eligible employees on the recall list have been offered the position. No new bargaining unit employee shall be employed and temporarily certified/licensed for a bargaining unit position until application for temporary certification/licensure has been made by the district for employees on the recall list.

D. Required Meetings or Hearings

Whenever a bargaining unit member is required to meet with any employer representative or administrator concerning any matter which may result in a disciplinary action or which the employee might reasonably believe could result

in such action, the bargaining unit member shall be given reasonable advance notice of the time and nature of the meeting and shall be entitled to have an Association representative present. This provision shall not apply to group faculty or committee meetings.

## **ARTICLE VII – SCHOOL BASED BLENDED LEARNING COMMITTEE**

- A. The high school building shall have a School Based Blended Learning Committee (SBBLC) comprised of the Superintendent and/or Administrative Assistant, the Principal, the Department Chairs, one staff member from the building in related arts, and one in special education, as well as the Union President.
1. The SBBLC shall meet within the first two weeks of the 2013-2014 school year to develop a blended learning plan recommendation for the building that supports creating blended learning instructors and curriculum that:
    - (a) Integrates 21<sup>st</sup> Century Learning Skills into the high school curriculum.
    - (b) Provides high school students to be College and Career Ready online educational opportunities to give them the experience to be able to meaningfully engage in online educational opportunities through institutions of higher education or through future employers.
    - (c) Encourages our high school students to remain at Edison.
    - (d) Attracts students currently enrolled in charter schools to enroll at Edison High School.
  2. The blended learning recommendation will include a “*School Based Blended Learning Pilot*” for implementation during the second semester of the 2013-2014 school year as well as a strategic plan for expanding implementation of a blended learning program at Edison High School during the life of this contract (SBBLC Recommendation). For the second semester of the 2013-2014 school year, the *School Based Blended Learning Pilot* will only use teachers who volunteer to be blended learning instructors.
  3. By September 27<sup>th</sup>, the SBBLC shall present the SBBLC Recommendation to the building staff for review and input.
  4. The SBBLC shall review all staff input and revise or otherwise modify the SBBLC Recommendation as it deems appropriate.
  5. By October 11<sup>th</sup>, the SBBLC shall present the SBBLC Recommendation to the Superintendent and Union Executive Committee for review and input. By October 25<sup>th</sup>, the SBBLC shall have reviewed input from the Superintendent and Union Executive Committee and revise or otherwise modify the SBBLC Recommendation as it deems appropriate.
  6. By November 1<sup>st</sup>, the SBBLC will determine whether any labor contract provisions need to be waived for the *School Based Blended Learning Pilot* to be implemented.

- a. If the SBBLC determines some labor contract provisions will need to be waived, the SBBLC shall present the SBBLC Recommendation to the bargaining unit members at the school for a vote on waiving those labor contract provisions to allow implementation of the *School Based Blended Learning Pilot* for the second semester of the 2013-2014 school year.
  - b. Should a vote be required, the bargaining unit members at the high school building will vote on the SBBLC's Recommendation for their building no later than November 15<sup>th</sup>.
  - c. Should 60% of the bargaining unit members at the building agree to implement the *School Based Blended Learning Pilot* for the second semester of the 2013-2014 school year, the Superintendent and Union Executive Committee will meet to identify what training and/or support is necessary in order for it to be implemented.
  - d. If the *School Based Blended Learning Pilot* can be implemented without waiving any labor contract provisions, the matter will not be put to a vote of the bargaining unit members at the high school and will be submitted to the Superintendent and the Union Executive Committee by November 1<sup>st</sup> to identify what training and/or support is necessary in order for the *School Based Blended Learning Pilot* to be implemented for the second semester of the 2013-2014 school year.
7. Prior to the start of the second semester, the Board will consider the SBBLC Recommendation and the associated training and/or support identified by the Superintendent and Union Executive Committee. The *School Based Blended Learning Pilot* developed through the SBBLC will only be implemented when approved by the Board of Education and shall not be implemented any earlier.
  8. The SBBLC has authority to recommend curriculum changes outside the Curriculum Improvement Council process of Article XI.

#### B. Meetings

1. SBBLC meetings shall be embedded in the work day or compensated at a rate of \$15.00 per hour if held outside of the regular work day.
2. Meetings will take place at Edison High School.

C. The SBBLC only has the power to make recommendations as set forth herein and has no authority to negotiate wages, hours, or terms and conditions of employment.

#### D. Training

1. Any training for a blended learning plan that the Board determines necessary for its implementation will be provided by the Board.
2. Training outside the school day will be compensated at the rate of \$15.00 per hour.

E.

1. No later than May 23, 2014 the Union Executive Committee will determine whether to approve continuation of *School Based Blended Learning Pilot* implemented under this article into the 2014-2015 school year as part of the educational programming offered by Edison (*School Based Blended Learning*) and/or whether the SBBLC Committee shall be reconvened in the first two weeks of the 2014-2015 school year to review the SBBLC Recommendation and make further recommendations using the timelines and procedures set forth in this article.
2. Any modifications to the SBBLC Recommendation shall utilize the SBBLC procedures contained in this article.
3. Should the Union Executive Committee agree to allowing continuation of the *School Based Blending Learning* and implementation of the SBBLC Recommendation to expand the blended learning plan at Edison High School during the life of this contract into the succeeding school year, it will be submitted for approval by the Superintendent and Board of Education.
4. Should the *School Based Blended Learning* or SBBLC Recommendation not be continued into a subsequent school year, this Article shall be null and void at the expiration of this labor contract.

**ARTICLE VIII – EDISON COMPUTER AND TECHNOLOGY (ECAT)**

1. The Board and Union, recognizing the need to develop collaborative and innovating learning models for our students, created ECAT. Through ECAT, Edison students complete available coursework through on-line instruction.
2. Staffing of ECAT will depend upon ECAT student enrollment and may be taught as either a supplemental position or as an ECAT instructor position embedded in the regular work day.
  - a. The Board will determine how many and what types of ECAT positions exist for each school year.
  - b. The Board may continue to offer ECAT courses it offered during the 2012-2013 school year in addition to course offerings the District did not offer during the 2012-2013 school year.
  - c. For courses offered by the District in the 2012-2013 course catalog, the District may offer ECAT courses provided:
    - i. In the situation where a teacher retires or resigns and there are no other teachers who teach that course, the District may offer the ECAT course if the teacher cannot be replaced for the upcoming school year after posting the position on the Ohio Department of Education website for a period of sixty calendar days if the retirement/resignation occurs prior to June 1<sup>st</sup> or 30 calendar days if the retirement/resignation occurs on June 1<sup>st</sup> through June 30<sup>th</sup> or 14 calendar days if the retirement/resignation occurs on or after July 1<sup>st</sup>. If the position is not filled, the District will repost the position on the

Ohio Department of Education website no later than February 1<sup>st</sup> for a period of at least ninety calendar days. If the position remains unfilled, the District may continue to offer that course through ECAT at the end of that year and each year thereafter the District continues to be unable to fill the position.

- ii. In the situation where the District implements a reduction in force, the District may offer the ECAT course of the position eliminated so long as the District continues to offer the course in a brick and mortar setting.
3. Edison students who voluntarily enroll in ECAT may apply to begin ECAT the first day of any quarter. For disciplinary reasons or as extenuating circumstances may require, the ECAT Administrator may require an Edison student to enroll in ECAT at any time during the school year. Students new to the district or homebound students may respectively enter ECAT at the time they enroll at Edison or qualify for homebound instruction.
4. Any teacher assigned to develop new ECAT courses will be paid \$100 per course.
5. The Board will provide training to ECAT instructors as deemed necessary by the ECAT Administrator.
6. ECAT instructors are responsible for giving their assigned students quarterly, interim and final grades.

A. ECAT Supplemental Positions:

- i. ECAT supplemental positions require the teacher to work outside of his/her regular work day.
- ii. Teachers assigned to this supplemental are responsible for completing responsibilities for the course to which they are assigned, which shall include a minimum of one hour per week for before or after the school day ECAT student intervention. Any additional student intervention requires pre-approval by the ECAT Administrator and shall be paid at the rate of \$15.00 per hour outside the regular work day.
- iii. ECAT supplemental positions shall first be offered to the teacher assigned to that content area and then to any other qualified/certified bargaining unit member by seniority. If no qualified/certified bargaining unit member applies for a position, then the position becomes available to any bargaining unit member.
- iv. By January 15, 2014, the JEDC (see Article IX(B)(5)) will develop an ECAT Supplemental Evaluation Form, which shall be subject to ratification by both parties within two (2) weeks of the development of this form.
- v. The ECAT supplemental position shall be paid at the following rate:

\$75.00 per student for semester courses  
\$150.00 per student for full year courses

*Note:* If a student withdraws from a course, the teacher will only be paid as follows for that student: \$4.00 per week for each full week the student was enrolled in the course – but, if a student withdraws from a full year course after the semester break, the teacher will be paid \$75 for the completion of the first semester plus \$4.00 for each week – the minimum amount to be paid for a student who has withdrawn under this provision will be \$12.00.

B. ECAT instructor position embedded in the regular work day:

- i. These ECAT instructor positions require the teacher to be assigned an ECAT period(s) during his/her regular work day.
- ii. Teachers assigned are responsible for completing responsibilities for the course to which they are assigned, which shall include ECAT student intervention during the teacher's regular work day. Any additional student intervention outside of the regular teacher work day requires pre-approval by the ECAT Administrator and shall be paid at the rate of \$15.00 per hour.
- iii. ECAT instructor positions shall be offered based on teacher availability according to the building's master schedule.
- iv. By March 15, 2014, the JEDC (see Article IX(B)(5)) will develop ECAT Instructor Evaluation Forms, which shall be subject to ratification by both parties within two (2) weeks of the development of these forms. The Evaluation forms will utilize the OTES Evaluation model for those ECAT instructors who are teacher of record for ten (10) or more students in an ECAT course.

**ARTICLE IX – TERMS AND CONDITIONS OF EMPLOYMENT**

A. Professional Personnel Record File

1. Access

- a. Each employee shall have the right to inspect the contents of his/her personnel file(s) except materials which may not be disclosed in accordance with Chapter 1347 of the Ohio Revised Code, upon request, during normal business hours, Monday through Friday, excluding holidays. Access to the employee's personnel file shall also be granted to the employee's designated representative upon written authorization by the employee. Any person inspecting an employee's file shall sign indicating he/she has reviewed the file. Any complaint, discipline, or documents containing deficiencies placed in the file will be signed and dated by the employee. The inspection of a personnel file shall be

under the supervision of the Superintendent, principal or designee. A representative of the Association may, at the teacher's request, accompany the said member in such a review.

- b. The employee's personnel file shall not be made available to any person or organization other than the Edison Local Board of Education and its representatives, without the employee's express written authorization unless pursuant to court order, subpoena, or written request made pursuant to the Ohio Public Records Act.

## 2. Review of Documents

An employee who wishes to dispute the accuracy, relevance, timeliness, or completeness of materials contained in his/her personnel file shall have the right to submit a memorandum to the Edison Local Board of Education requesting that the documents in question be reviewed.

The Edison Local Board of Education shall, within ninety (90) days of receipt of the request, inform the employee of the action to be taken. The Edison Local Board of Education shall delete any information which cannot be verified or is found to be inaccurate. Teachers shall be informed of any complaint by a parent and/or student which is directed toward them, which will become a matter of record. Anonymous letters or materials shall not be placed in the teacher's file nor shall they be made a matter of record.

## 3. Removal of Documents

Records of oral and written reprimands and all documents related thereto shall be removed from the personnel file three (3) years after the effective date of the reprimand providing there are no intervening disciplinary actions during the three (3) year period. Records pertaining to dishonesty or sexual misconduct shall be removed from the personnel files after five (5) years providing there are no intervening disciplinary actions during the five (5) year period.

In any case in which a written reprimand, suspension or dismissal, is rendered invalid in an appropriate legal proceeding, if any, all documents relating thereto will be removed from the personnel file.

A teacher shall be entitled to a copy, at his expense, of any material in his file.

All teachers will be responsible for seeing that the following information is given to the Superintendent's secretary for inclusion in his/her file:

- A completed application form
- A copy of his/her teacher certificate/license from the Ohio Department of Education
- Transcript of college credits

Personal employment record  
Any pertinent information relative to the teacher

4. General Provisions

- a. Except for confidential information (i.e. personal and/or professional references or sent in confidence to the Board by educational agencies), a copy of any document placed in a bargaining unit member's file shall be provided to the bargaining unit member at the time of such placement except for documents submitted by the bargaining unit member or documents required to be kept by law or regulations of the Department of Education (i.e. certificates, transcripts, etc.)
- b. Failure to provide copies pursuant to subsection (a) above shall be grounds for the removal of said document from the file. Further, such failure shall preclude the document's use in any proceeding in which the document could have otherwise been lawfully submitted.
- c. Said document shall be deemed received if it was posted by certified mail to the bargaining unit member's last known address or personally delivered as verified in writing by an administrative representative and witness.
- d. The bargaining unit member shall have the opportunity to reply to all material to be placed in his/her personnel file in a written statement to be attached to the filed copy. Any signature of a bargaining unit member on any document placed in his/her file shall only mean that the material has been received and/or seen by the bargaining unit member, and shall not be construed as agreement with the content.

B. Teacher Evaluation

1. OTES Teacher Evaluation

The OTES Teacher Evaluation is governed by Board Policy 3220, which is the standards based teacher evaluation policy adopted pursuant to Ohio Revised Code §3319.111 and §3319.112 and only applies to those teachers identified in that policy. The Board Policy is attached under Appendix B, and is incorporated here in as if restated. The OTES Teacher Evaluation will be implemented beginning the 2013-2014 school year.

A. Definitions:

- i. Evaluation Procedure: The standards-based teacher evaluation policy adopted pursuant to Ohio Revised Code §3319.111 and §3319.112 as contained in Board Policy 3220 and as further refined by Article IX(B)(1).
- ii. Ohio Teacher Evaluation System (OTES): The teacher evaluation system codified under sections 3319.111 and 3319.112 of the Ohio Revised Code as established by the Ohio Department of Education.

- iii. Evaluation Framework: The document created and approved by the Ohio Department of Education (ODE) in accordance with under sections 3319.111 and 3319.112 of the Ohio Revised Code that establishes the standards-based framework for the evaluation of teachers.
- iv. Effectiveness Rating: The multiple measures that are required by law to be used in the teacher evaluation procedure. The two factors which are weighted equally are Student Growth Measures at fifty (50) percent and teacher performance at fifty (50) percent.
- v. Student Growth Measure (SGM): Tool or assessment that is used to measure, or determine, student growth, which is the change in student achievement for an individual student between two or more points in time. SGM includes some combination of the following 1) Teacher-level Value-Added Data; 2) ODE-Approved Assessments; and/or 3) Locally determined Measurers.
- vi. Teacher Categories: For purposes of SGM, the following teacher categories exist:

“A1” – A1 teachers are those who instruct Value-Added courses/subjects exclusively. A1 teachers will use 30% Value-Added and 20% Shared Attribution for calculating SGM.

“A2” – A2 teachers are those who instruct Value-Added courses/subjects but not exclusively. The SGM calculation for A2 teachers will be reflective of the teacher’s schedule (1/2 of the 50% will be used for Value Added) and 20% Shared Attribution with the remainder being comprised of Student Learning Objectives.

“B” – B teachers are those with Approved-Vendor Assessment data available. B teachers will use 30% Vendor Assessment and 20% Shared Attribution for calculating SGM.

“C” – C teachers are those with no Teacher-Level Value-Added or Approved Vendor Assessment data available. C teachers will use 30% Student Learning Objective and 20% Shared Attribution for calculating SGM.

The “Value-Added” component (i.e. “Value-Added” and “Shared Attribution”) will be derived from the previous school year’s data.

NOTE: The percentages for each Teacher Category may be changed by September 1 each school year upon mutual agreement of the Superintendent and Union Executive Committee within the guidelines set by the Ohio Department of Education.

- vii. Teacher Performance: Teacher performance is evaluated during the required cycles of formal observations and periodic classroom walkthroughs. The assessment of a teacher’s performance will result in a performance rating with “1” indicating lowest performance to “4” indicating highest performance.
- viii. Evaluation Rating: Each completed evaluation will result in the assignment of a teacher to one of the following effectiveness ratings: Accomplished, Skilled, Developing or Ineffective. An effectiveness rating is based on the following two categories: 1) Teacher Performance (50%); and 2) Student Growth Measures (50%).

- ix. Teacher Performance Cycle: Credentialed Evaluators shall conduct an evaluation of each teacher subject to this policy at least annually. Each evaluation shall include: 1) Two (2) cycles of formal observations of at least thirty (30) minutes each; and 2) Periodic classroom walkthroughs by the evaluator.
- x. Evaluation Instrument: The forms used by the Approved Credentialed Evaluator are located in Appendix C of this agreement. Any modification to the forms in Appendix C will be submitted to the Ohio Department of Education for approval, to the extent required by law prior to becoming effective.
- xi. Poorly Performing Teacher: A teacher who is assigned an evaluation rating of Ineffective.
- xii. Credentialed Evaluator: A person: 1) who is eligible to be an evaluator in accordance with ORC 3319.111(D); and 2) who holds a credential established by ODE for being an evaluator. Every evaluator must complete state-sponsored evaluation training and is required to pass an online credentialing assessment. Bargaining unit members shall not serve as credentialed evaluators.
- xiii. Support Teacher: A support teacher is a member of the Teacher Based Team (TBT) or Building Leadership Team (BLT) identified by a teacher on a Performance Improvement Plan to guide and support him/her in the implementation of said Plan. TBT and/or BLT work and activities do not constitute support teacher activity and do not fall under the confidentiality protections of Article IX(B)(1)(G)(ii)(d)(3&4).

**B. Evaluators**

Evaluators must complete state-sponsored evaluation training and pass the online credentialing assessment.

- i. The Superintendent or his/her designee will utilize individuals employed as administrators by the District who are on the approved credentialed list adopted by the Board (Approved Credentialed Evaluator List). However, in the event that a District administrator on the Approved Credentialed Evaluator List is absent thirty (30) or more consecutive days, then the District will utilize the Superintendent or Assistant Superintendent before utilizing non-District Credentialed Evaluator.
- ii. For those teachers with an above expected level of student growth, the evaluator shall be selected by the teacher from the Approved Credentialed Evaluator List.
- iii. For those teachers with an expected level of student growth, the evaluator shall be the teacher's immediate supervisor provided that individual is on the Approved Credentialed Evaluator List. Should the immediate supervisor not be on the Approved Credentialed Evaluator List, the evaluator will be chosen collaboratively between the teacher and his/her immediate supervisor. In the event a teacher performs work under the supervision of more than one supervisor, one supervisor shall be designated as the evaluating supervisor.

- iv. For those teachers with a below expected level of student growth, the Superintendent or his/her designee will assign the evaluator from the Approved Credentialed Evaluator List.
- v. No bargaining unit member will be used as an evaluator for another teacher under this evaluation system.

C. Evaluation Schedule

- i. No teacher shall be evaluated more than once annually.
- ii. All evaluations will be completed by the first day of May and the teacher will be provided with a written copy of the evaluation results by the tenth day of May.
- iii. For those teachers who are on limited or extended limited contracts pursuant to ORC §3319.11 and who are under consideration for nonrenewal, one evaluation consisting of at least three formal observations must be conducted annually by the first day of May.
- iv. A teacher who is assigned an evaluation rating of Accomplished on the teacher's most recent evaluation conducted under this section shall be evaluated once every two school years.

D. Teacher Performance Evaluation

i. General Principles

- a. All monitoring or observation of teacher work performance shall be conducted openly and with full knowledge of the teacher.
- b. Teacher performance shall be assessed based on standards for the teaching profession and criteria set forth in the evaluation instrument, Appendix C.
- c. Formal observations and walkthroughs shall be the methods the credentialed evaluator uses to evaluate a teacher's work performance.
- d. All conclusions of performance assessments must be documented and supported by evidence.
- e. At the elementary buildings, observations and walkthroughs will not be conducted on the day of Halloween parties or the two (2) school days prior to winter break.

ii. Authorized Methods to Assess Teacher Performance

a. *Formal Observations*

A minimum of two (2) formal observations shall be conducted to support assessment of teacher performance. Each formal observation shall last a minimum of 30 minutes. There shall be at least 20 school days between each formal observation. If after the second observation, a teacher's performance is found deficient and the District anticipates taking adverse personnel action, a minimum of one (1) additional observation shall be conducted. A teacher may request a formal observation at any time, in addition to those required.

A Credentialed Evaluator may reschedule a scheduled formal observation if there is an emergency needing the Credentialed Evaluator's attention or if he/she is absent. In the event that an observation must be rescheduled, the evaluator and the bargaining unit member will mutually agree on a future date for the rescheduled observation.

A pre-observation conference between the evaluator and teacher shall be held prior to each formal observation to review the content of the Teaching Pre-Observation Form, Appendix C. The pre-observation conference shall be conducted no more than five (5) school days before the observation. If an observation needs to be rescheduled and a pre-conference was already held, no additional pre-conference will be required.

A post-observation conference between the evaluator and teacher shall be held after each formal observation to review the content of the Teaching Post-Observation Conference Form, Appendix C. The post-observation conference shall be held no more than five (5) school days after the observation.

b. *Walkthrough/Informal Observation*

A walkthrough/informal observation (walkthrough) is a formative written assessment that focuses on one or more of the following components:

- i. Evidence of planning;
- ii. Lesson Delivery;
- iii. Differentiation;
- iv. Resources;
- v. Classroom Environment;
- vi. Student Engagement; and/or
- vii. Assessment

A walkthrough shall be at least five (5) consecutive minutes and no more than fifteen (15) minutes in duration. Walkthroughs may be unannounced, but nothing prohibits informing the teacher before the walkthrough.

Within two work days of completing the walkthrough, the evaluator shall provide the teacher a copy of the Walkthrough/Informal Observation Data, Appendix C.

E. Student Growth Measures

This component of the evaluation shall be calculated as set forth in Board Policy.

F. Finalization of Evaluation

A final summative rating of teacher effectiveness form (Appendix C) will be completed, signed by the evaluator and provided to the teacher in a meeting to be held no later than the tenth day of May. The teacher should sign the final summative rating of teacher effectiveness form to verify notification to him/her that the evaluation will be placed on file, but the teacher's signature should not be construed as evidence that the teacher agrees with its contents. The teacher shall sign the final summative rating of teacher performance upon meeting with the evaluator. The evaluator shall send a copy of the final summative rating of teacher effectiveness form to the Superintendent upon securing the teacher's signature.

Within ten (10) school days of receiving the final summative rating of teacher effectiveness form, a teacher has the right to make a written response to the evaluation and to have it attached to the final summative rating of teacher effectiveness form that is placed in the teacher's personnel file.

G. Professional Growth & Professional Improvement Plan

Professional growth and professional improvement plans for a school year shall be developed and submitted to the evaluator not later than the first Monday in October. Each of these plans must describe the specific performance expectations, resources and assistance to be provided.

i. *Professional Growth Plan*

- a. Each teacher with above expected or expected levels of student growth will develop a Professional Growth Plan on an annual basis no later than the first Monday in October. Professional Growth Plans will be self-directed for teachers with an above expected level of student growth and collaborative (teacher with credentialed evaluator) for teachers with an expected level of student growth. The Professional Growth Plan shall include:

1. Identification of area(s) for future professional growth
2. Specific resources and opportunities to assist the teacher in enhancing skills, knowledge and practice
3. Outcomes that will enable the teacher to increase student

learning and achievement.

ii. *Professional Improvement Plan*

- a. The Credentialed Evaluator for each teacher with a below expected level of student growth and for each teacher with an Ineffective rating will develop a Professional Improvement Plan for the teacher to respond to Ineffective ratings in performance and/or student growth. In the event that a teacher does not agree with the evaluator's expectations for the improvement plan, the teacher may request a union representative who serves on the Joint Evaluation Development Committee to facilitate discussion between the teacher and the evaluator.
- b. The Professional Improvement Plan shall include:
  1. Identification of the specific areas for improvement of performance and/or student growth
  2. Specify the developmental level of performance the teacher is expected to improve and the timeline to correct deficiencies
  3. Allows a sufficient time (not less than one year) to allow remediation of the deficiencies
  4. Identification of guidance and support needed to help the teacher improve through the support of the TBT and BLT
  5. Identification of additional education or professional development needed to improve identified areas
  6. Identification of release time to allow the supported bargaining unit member on the Professional Improvement Plan to observe his/her support teacher's best practices and/or release time of the support teacher to provide direct mentoring activities, which shall be coordinated by the building administrator
- c. Professional Improvement Plan may be initiated at the end of the evaluation based on deficiencies (i.e. ineffectiveness ratings) in job performance that are documented by evidence collected by the Credentialed Evaluator. A Professional Improvement Plan based on Ineffective teacher rating will be revisited in at least six week intervals to see whether the teacher's performance has improved and whether to modify or end the plan.

A copy of the Professional Improvement Plan form is in Appendix C.

d. Protections

1. Other than a notation to the effect that a bargaining unit member served as a support teacher, the teacher's activities as a support teacher shall not negatively impact that support teacher's evaluation.

2. A support teacher shall not be requested or directed to make any recommendation regarding the continued employment of a teacher.
3. All interaction, written or oral, between a support teacher and the supported bargaining unit member are confidential and may not be disclosed without the consent of the supported bargaining unit member. Any violation of this confidentiality requirement by the support teacher shall be cause for his/her removal in his/her role as a support teacher by direction of the Union President after consultation with the Superintendent. Removal from the role as support teacher shall not be grievable by the support teacher.
4. No support teacher shall be requested or directed to divulge information from written documentation or confidential discussions with the supported bargaining unit member.
5. At any time and without need of specifics, the support teacher or the supported bargaining unit member may exercise the option to have a new support teacher assigned to the supported bargaining unit member. Exercising the option may occur one (1) time by the support teacher or the supported bargaining unit member and shall occur without prejudice or judgment to either person.

2. Evaluation System for Bargaining Unit Members not covered by the OTES Teacher Evaluation (e.g., guidance counselor, librarian, nurse)

A. Evaluation Process

- i. Provide written records of a bargaining unit member's performance to be used:
  - a. As evidence of work performance
  - b. In advancement of position and awarding of continued employment
  - c. As reference material (for recommendation to other systems)
  - d. Ongoing plan for performance improvement

B. Open Appraisal

- i. Evaluations shall be conducted openly and with full knowledge of the affected bargaining unit member.
- ii. The bargaining unit members shall only be evaluated using the evaluation forms to be developed and created by the Joint Evaluation Development Committee by October 1, 2013 for use during the 2013-2014 school year.

3. Fair Consideration of Work Effort

- A. Bargaining unit members shall be evaluated on the professional performance of their responsibilities. Observations shall encompass bargaining unit member's ability to

maintain confidentiality, knowledge of subject area, differentiated service provided and professional growth.

- B. Observations shall include no less than thirty (30) minutes cumulative observation time including at least one (1) fifteen (15) minute consecutive observation time and no more than four (4) total observation periods.
- C. All observations shall be followed within five (5) school days by a conference between the evaluator and the bargaining unit member in order for questions arising from the observation to be discussed.
- D. The evaluator shall write a report on all observations and evaluations.
- E. The affected bargaining unit member shall be given a copy of any such report.
- F. All evaluations shall be signed by both the evaluator and by the person evaluated and kept in the official personnel file.
- G. The person evaluated shall be given the opportunity to file a written response to the evaluation.
- H. A plan of assistance shall be developed to address performance deficiencies. In the event that a bargaining unit member does not agree with the evaluator's expectations for the plan of assistance, the bargaining unit member may request a union representative who serves on the Joint Evaluation Development Committee to facilitate further discussion between the bargaining unit member and the evaluator.

4. Evaluation Frequency

- A. Bargaining unit members employed under continuing contracts shall be evaluated at least once every three (3) school years.
- B. Bargaining unit members employed under limited contracts shall be evaluated once every school year, and shall be evaluated at least twice during the school year in which their limited contract expires.

5. Joint Evaluation Development Committee

The Joint Evaluation Development Committee (JEDC) shall be comprised of an Association team and District team, each having an equal number of no more than five people per team. In addition, each party may appoint up to one (1) additional ad hoc non-voting member to assist and/or attend committee meetings. JEDC members will be representative of elementary, middle school and high school levels. The JEDC shall be chaired jointly by a committee member from the Association and a District committee member. Committee agendas will be developed jointly by the co-chairpersons of the JEDC.

The JEDC shall reach decisions through consensus, shall receive training on the state-adopted evaluation framework on-site or at a local ESC and may utilize subcommittees or experts as needed to gather or provide information. The JEDC shall keep minutes summarizing its meetings, which shall be distributed to JEDC members.

The JEDC shall meet on an alternating basis: (a) ½ day school afternoon sessions beginning at 1:30 p.m. and ending no later than 5:00 p.m.; and (b) after school sessions running from 3:00 p.m. to 5:00 p.m.

The five (5) Association JEDC members will receive a two hundred dollar (\$200.00) stipend so long as they are employees of the Board. The stipend compensates these individuals for JEDC work conducted outside the regular school day.

The JEDC Association members will be responsible for gathering information from District teachers in all subject areas and grade levels, through surveys, faculty study groups, or informal subcommittee meetings, and reporting the data to the JEDC for the purpose of the JEDC developing the measures and proportions of student growth for determining the Student Growth portion of the Evaluation Rating. Nothing herein shall prevent the JEDC from developing SLO options using the Jefferson County Educational Service Center as a resource.

The JEDC shall not have authority to negotiate wages, hours or terms and conditions of employment.

C. Vacancies

1. Posting of Vacancies

The Board shall post, on bulletin boards in the school office and faculty room in each school building, notice of all vacancies that occur in certificated/licensed positions, including newly created positions, and extra-duty positions. All such postings shall also be placed on the Edison Local School District computer web site. It will not be necessary to post a position as vacant when the number of class sections change between grade levels and when there is no increase in staffing within a particular building. In the event the above class sections change between grade levels, teachers within the building may request a specific grade level change. Any retirement or resignation when there is no decrease in staffing within a particular building will be posted. A copy of the notice shall be mailed to the Association President. Such notice must include the date on which the vacancy has occurred or will occur, the subject area, the qualifications required, grade level, or extra duty of the position and the school to which the vacancy relates, if applicable. The qualifications for a position shall be the appropriate licensure/certification for the position. If the position is one where no such qualifications are required, minimum qualifications for the position shall be posted.

For a vacancy that occurs after the school year begins, the Superintendent shall have the power to temporarily fill it until the end of that school year in order to avoid disrupting the continuity of education.

However, any vacancy filled in this manner shall be posted at the end of the school year.

During the summer months, written notification of all vacancies will be sent to certified/licensed staff members requesting copies, if written requests and postage is paid as well as posted on the District website.

2. Waiting Period

No vacancy shall be filled until after five week days from the date of which the notice of vacancy is posted, unless the Superintendent and the Association president waives the five (5) day waiting period. In the latter circumstances, the notice of the vacancy will still be posted, but with notification that the five day waiting period is waived.

3. Determination of Vacancy

The Superintendent shall determine when vacancies exist and shall have the sole right to decide whether to fill vacancies and the right to fill all vacancies.

A vacancy, which the Superintendent has determined to fill, shall be defined as any position in the bargaining unit resulting from:

- a. An employee's leaving employment as a result of a termination, resignation, or death;
- b. An employee's non-renewal;
- c. An employee's assuming a non-bargaining unit position.

D. Transfers

1. Voluntary

- a. Unit members shall have five working days from the date of postings of the notification of vacancies in which to apply for the positions listed.
- b. Any member who meets the posting qualifications and who applies for the vacancy shall be considered for that position. In case of equal qualifications, the candidate with the highest district seniority will be assigned to the position.
- c. Vacancies may be filled from outside the bargaining unit only if no bargaining unit member who meets the qualifications stated on the posting applies for the position.
- d. Prior to the end of May each school year, each principal will meet with each professional staff member of his/her staff to

discuss proposed assignments for the next school year. A written notice of the grade level or subject area assignment will be authorized by the Superintendent and will be given, where possible, to the professional staff member prior to July 20. Any changes in assignment necessary following subject notification shall be considered an involuntary transfer if the teacher does not agree to the transfer. Such changes shall be in accordance with the terms of this Agreement.

- e. Not later than October 15, the Superintendent shall prepare a schedule or other appropriate presentation of system-wide data including all new positions for the current year, the names of persons reassigned, transferred and newly appointed and the positions that they have been given. Such schedule or presentation shall be sent to the Association and presented to any unit member who may request an inspection.
- f. If a unit member's request for a voluntary transfer has been denied, he/she will receive a written explanation from the Superintendent or his/her designee.

## 2. Involuntary

- a. Occasionally, it may be necessary to involuntarily transfer or reassign certificated/licensed personnel. In all cases of transfer or reassignments, the Superintendent shall make the final decision which shall comply with the provisions contained in the Ohio Revised Code and in the Negotiated Agreement.
- b. If it is determined that an involuntary transfer of reassignment is necessary due to a reduction in the number of positions, the Superintendent or his/her designee shall notify the affected grade level, and shall seek volunteer(s) willing to be the involuntary transferee. If no such volunteer(s) exist, the least senior member of the affected building, grade level and/or department shall be designated as the involuntary transferee.
- c. Notice of an involuntary transfer will be given to the unit member as soon as practical. If the unit member cannot be notified at least one calendar week preceding the commencement of the duties involved in the new assignment, the Board shall provide the unit member with one working day of released time to prepare for the new assignment.
- d. An involuntary transfer will be made only after a meeting between the unit member involved and the Superintendent or his/her designee, at which time the unit member may, at his/her option, have a representative to the Association present at such meeting. The unit member may decline such a meeting.

- e. In cases involving involuntary transfer, the wishes of the individual unit member will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school district and pupils as determined by the Superintendent and/or his designee.
- f. A unit member being involuntarily transferred will be placed only in an equivalent position, i.e., one which involves no reduction in basic compensation and no impairment of tenure, (supplemental contract compensation is not to be included in basic compensation). Transfer to a permanent substitute position, other than to avoid reduction in force, is considered a lesser position.
- g. No unit member on or after October 1, 1982 shall be involuntarily transferred more than two times in any five (5) year period. Should it be necessary to transfer a teacher more than two times in a five (5) year period due to the third grade guarantee, that teacher will receive a \$300.00 stipend in each year involuntarily transferred after two for that five year period.
- h. Teachers who are involuntarily reassigned from one building to another building or due to a building being closed shall be paid One Hundred Dollars (\$100.00) for time spent in connection with the move.
- i. Teachers who are reassigned from one building to another shall have the assistance of the custodial staff in moving.

E. Teacher Work Day

The teacher work day will be 7 hours, 20 minutes. In buildings where bus scheduling dictates a longer supervisory day, this extended day will not exceed 7 hours, 40 minutes and bus duty will be covered on a rotating basis by the number of employees the Superintendent identifies each year.

The above time schedules do not include meetings scheduled by principals before or after school hours. Such meetings shall not be called without twenty four (24) hour advance notification to teachers. Such meeting shall not extend the teacher work day by more than forty five (45) minutes and shall be limited to no more than an average of three (3) meetings a month and shall not be on the last day of the week.

In addition to the total staff meetings, departmental or small group meetings should be limited to a total of 45 minutes of extended time beyond the regularly scheduled day.

F. School Year

1. School Year

The annual school calendar year shall not exceed one hundred eighty three (183) contracted work days, including one hundred seventy eight (178) instructional days and five (5) non-instructional days. The non-instructional days are (1) in-service day at the beginning of the school year, one (1) workday at the end of the school year, one (1) additional in-service day, and two (2) parent-teacher conference days.

The Monday after Thanksgiving shall be a non-work day.

Exact dates for Parent-Teacher conferences shall be determined by the Calendar Committee and the Director of Curriculum. Conferences may be staggered between the high school, middle schools, and elementary schools to allow employees the opportunity to attend their own children's conferences at another school.

The second conference day will be held in the same manner.

Exact dates for conferences will be determined by the Calendar Committee and Curriculum Director.

2. School Calendar

A committee composed of three (3) members of the bargaining unit, selected by the President of the E.L.E.A., shall meet with the Superintendent in early March of each year or earlier if mutually agreed between the parties, to develop a calendar. The calendar agreed to in these meetings shall be presented to the Board for consideration at, or before, its regular April meeting, as the Superintendent's recommendation. In the event a calendar is not agreed to, both calendars shall be submitted to the Board for its further consideration.

G. Planning Period

All full-time teachers shall receive no less than two hundred minutes per week for classroom planning and/or other school related activities. Planning time shall be during the school day while students are present and shall not be in less than a twenty minute time segment.

Part-time teachers shall receive the above allotted planning time on a pro-rata basis.

Provided the teacher has made a written request to the principal at least one (1) week in advance of the last day of the grading period, the principal will arrange for each teacher in a building who demonstrates the need to have release time for grading purposes, to be released from one (1) class period to complete

his/her grading. The District will procure no more than one (1) substitute for every eight (8) teachers in a building who have to record grades to cover the grading release time for teachers.

H. Non-Teaching Duties

Teachers are required to perform the following duties: monitoring and supervising study halls, supervising recess(es), supervising the lunchroom, inspecting and monitoring restrooms, supervising loading and/or unloading of school buses, supervising hallways.

If a special teacher (other than a regular classroom teacher) is assigned full-time to a building, he/she may be rotated yearly into full-time homeroom duties.

Each building principal must make an effort to assign such duties to available teachers on a rotation schedule or other method as agreed to cooperatively by the building staff and principal.

Each building principal shall be responsible for all assignments.

No teacher assigned a homeroom group of students shall be required to collect lunch monies or school fees during the homeroom period.

Teachers may be asked to keep records concerning lunchroom and/or school fees.

I. Pupil Load

1. With the exception of Choir, Band, and Study Hall, the District will make a reasonable good faith attempt to:
  - a. At the elementary school level, enroll no more than twenty-five (25) students in each class and to assign no more than seventy-five (75) students to a teacher on duty supervision.
  - b. At the middle school level, enroll no more than twenty-seven (27) students in each class and to assign no more than seventy-five (75) students to a teacher on duty supervision.
  - c. At the high school level, enroll no more than twenty-seven (27) students in each class and to assign no more than one hundred twenty-five (125) students to a teacher on duty supervision.
2. At the elementary school level, a teacher will receive \$10.00 per month for each student in each class with a class size in excess of 25, with the exception of Study Hall, Band, and Choir. Should class size exceed 32, with the exception of Study Hall, Band, and Choir, the teacher will receive \$20.00 per month for each student in each class with a class size in excess of 25. Payment under this section shall not exceed five hundred fifty dollars (\$550.00) for each school year. Payment will be

limited to nine months in a school year (August included with September and June included with May).

3. At the middle and high school levels, a teacher will receive \$10.00 per month for each student in each class with a class size in excess of 27, with the exception of Study Hall, Band, and Choir. Should class size exceed 34, with the exception of Study Hall, Band and Choir, the teacher will receive \$20.00 per month for each student in each class with a class size in excess of 27. Payment under this section shall not exceed five hundred fifty dollars (\$550.00) for each school year. Payment will be limited to nine months in a school year (August included with September and June included with May).
4. For purposes of this section, Special Education students who are mainstreamed no longer count toward the special education teacher's load, but are counted in the mainstreaming teacher's class load.

Special Education – LD, DH, MH, SBH

1. Each teacher will list the number of IEP's the last school day of the month, which shall be the monthly total.
2. For each student in LD/DH/MH/SBH in excess of the state maximum for the program "per period" this teacher will receive \$20.00 monthly.  
  
Payment is limited to nine months a school year (August included with September and June included with May).

J. Personal Property Security

The Board shall provide each member of the bargaining unit with a locker or other storage area which can be locked to protect the member's personal belongings.

K. Lunch Period

Each member of the bargaining unit shall have an uninterrupted, consecutive thirty (30) minute duty-free lunch. Part-time teachers hired after July 1, 1987, shall receive the thirty minute lunch on a pro-rated basis.

L. Participation in PTA-PTO

Participation in PTA-PTO shall be on a voluntary basis for all members of the bargaining unit.

M. Seniority List

Seniority shall mean the length of continued service in a school system, which is not affected by authorized leaves of absence.

When two or more teachers have joined the system at the same time prior to the effective date of the 1981-1982 contract, they shall be placed on the seniority list as directed by the 1982-1984 agreement between the Edison Local Education Association and the Edison Local Board of Education.

Where two or more teachers have joined the system at the same time after the effective date of the 1982-1984 contract, their names are arranged on the seniority lists based on the school board meeting at which they were hired. Teachers employed on the same date shall use the order of employment motion for seniority purposes.

Only bargaining unit members shall be able to accrue seniority. However, any bargaining unit member who becomes an administrator in the Edison Local School District shall not forfeit the years of seniority accrued prior to becoming an Edison Local School District administrator unless an administrator's teaching contract has been terminated for any reason. The seniority list provided by the Board shall include administrators. No RIF shall occur as a result of an Edison Local School District administrator returning to the bargaining unit.

Seniority shall accrue for all time an employee is on active pay status or is receiving worker's compensation benefits.

Time spent on inactive pay status (unpaid leave or layoff) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.

A tie in seniority shall occur when two (2) or more employees have the same amount of seniority credit as determined by the seniority list.

Ties in seniority shall be broken by the following method to determine the most senior employee:

- A. The employee with the first day worked; then
- B. The employee with the earliest date of employment (date of hire); then
- C. By lottery, with the most senior employee being the one whose name is drawn first, etc. The procedure shall be implemented in the presence of the Association President.

The seniority list shall be posted twice annually, by October 1 and April 1 of each work year. The Board shall prepare and post on the designated bulletin board in each building a seniority list indicating, by area of certification/licensure, the first day worked, the date of Board resolution to hire, and the contract status of each employee. Said list shall be provided to the Association President on or before the date of posting.

- A. The names of employees on the seniority list shall appear in seniority rank order within the areas of certification/licensure,

with the name of the most senior employee appearing at the top of the listing and the name of the least senior employee appearing at the bottom of the listing.

- B. The names of employees who are certified/licensed in more than one (1) area shall be included on the listing for all areas of certification/licensure.

N. Fair Share

1. Beginning July 1, 1987, each newly hired bargaining unit employee who is not a member of the Union shall, after sixty calendar days of Board approval of employment, be obligated to pay to the Union, as a condition of employment, a "fair share fee" for the Union's efforts with respect to collective bargaining, labor contract enforcement, and grievance resolution. Each bargaining unit employee who is a member of the Union as of July 1, 1987 thereafter must remain a member of the Union, with payroll deduction of dues, or shall be obligated to pay to the Union, as a condition of employment, a "fair share fee" for the Union's efforts with respect to collective bargaining, labor contract enforcement, and grievance resolution. This obligation does not require any person in the bargaining unit to become or remain a member of the Union, nor shall the fair share fee exceed Union dues covering the same period of time.
2. The Association's procedures regarding the collection of agency fees and its rebate procedures shall be in accordance with all applicable State and Federal laws and the Constitution of the United States and the State of Ohio.
3. The deduction of an agency fee by the Board from the payroll check of the employee and its payment to the Association is automatic and does not require written authorization of the employee. The deduction shall commence January 15<sup>th</sup> and continue through the remaining pays in the contract year.
4. The Association shall indemnify and save the Board, individual Board members, its officers, and its employees harmless against any and all claims, demands, suits, or other forms of liability arising out of any action taken or not taken by the Board or its officers or employees for the purpose of complying with any of the provisions of this Article, provided that:
  - a. The Board shall give a thirty (30) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;
  - b. The Association shall reserve the right to designate counsel to represent and defend the employer on matters pertaining to indemnification;

- c. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceedings; (2) permit the Association or its affiliates to intervene as a party if it so desires; and/or (3) not oppose the Association or its affiliates' application to file briefs amicus curiae in the actions; and
- d. The Board acted in good faith in an effort to comply with the fair share provision of this Agreement. However, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

O. Teacher Building Amenities

Each building will have a staff restroom and employee telephone accessible for bargaining unit member use. Each teachers' lounge will be designated for teacher use.

P. Nurses

The Board shall employ at least two (2) full time school nurses for the Edison Local School District, until a nurse retires and/or resigns, at which time the Board shall employ at least one (1) full time school nurse and at least one (1) licensed practical nurse.

Q. Disciplinary Matters

1. Should a complaint or concern regarding a bargaining unit member be made, the building administrator shall inform the member, with a union representative before placing the member on home assignment with pay pending an investigation.
2. For any investigation interview with the teacher, a union representative of the member's choice will be present.
3. Should the matter proceed to a pre-disciplinary hearing, the member will be notified at least 48 hours in advance of the time/place of the hearing, and the matter for which discipline is being considered, as well as any existing documents upon which the District is relying. A union representative of the member's choice will be present for the pre-disciplinary hearing.
4. Should the matter proceed to a disciplinary hearing, the member will be notified in writing at least 48 hours in advance of the time/place of the hearing, the matter for which discipline is being considered, as well as any documents upon which the District is relying. Student information and statutorily protected confidential information will be redacted from any documents provided under this section. A union representative of the member's choice will be present for the disciplinary hearing.

5. Should a building administrator desire to discuss a matter with a bargaining unit member that could result in disciplinary action of any kind, including verbal reprimands, against that member, the meeting shall be held outside the presence of students, parents, and community members to the greatest extent possible under the circumstances. A union representative of the member's choice shall be present at any such meeting.

Principals will not use the PA system or students as a conduit to address disciplinary matters of staff members.

R. School Closing Procedure

In the event of a building closure, there will be a joint committee comprised of the Superintendent or designee, the Assistant Superintendent, one (1) Administrator, the ELEA President, one (1) ELEA designee, and one (1) ELEA building representative to discuss placement(s) and procedures of displaced staff members.

## **ARTICLE X – RIGHTS**

A. Association Rights

The Association shall have the exclusive organizational rights listed in this Article.

1. Information Concerning Board Meetings

Prior to each regular or special Board meeting, the Board shall provide the Association with a copy of: (1) the Board agenda; (2) the proposed minutes of the regular meeting and of any special meeting; and (3) the final budget and appropriation resolutions.

2. Notice of Board Meetings

The Board shall give the Association reasonable advance notice of all regular and special Board meetings.

3. Board Meeting Participation

The Board shall allow an Association representative a reasonable period of time, not to exceed thirty (30) minutes, to speak during the time reserved for public discussion at regular Board meetings.

4. Directory Information

By December 1<sup>st</sup> of each school year, the Board shall provide the Association with four lists of names, addresses, telephone numbers, and building assignments of all bargaining unit employees.

5. Intra-District Mail

The Association has the right to use the regular intra-district mail service.

6. Use of Bulletin Boards

The Association may use designated space on bulletin boards in school offices and teachers' lounges for Association-related communication and notices.

7. Teacher Orientation

The Board shall allow an Association representative to address new teachers for a reasonable period of time not to exceed twenty (20) minutes during orientation meetings. The address shall be for the exclusive purpose of soliciting membership and explaining services offered by the Association.

8. Use of School Buildings

- a. The Association shall have the right to use school buildings for Association meetings after the teacher work day.
- b. The Association will give the building principal reasonable advance notice of its desire to use a particular building for a meeting so that provisions may be made for appropriate custodial and security service. The Association will schedule its meetings to avoid conflict with school activities or previously scheduled meetings or events.
- c. The Board will charge the Association only for custodial overtime costs, if any, incurred as a result of the Association meetings.

9. Use of School Equipment

- a. The Association may use, after the teacher work day, school telephones, typewriters, copy machines and audio visual equipment, provided they are not being used or are not required for any school business or activity.
- b. The Association will provide all supplies and shall promptly pay for all long distance calls and any tax attributable to the Association's long distance calls.
- c. The Association will assume financial responsibility for any loss or damage to school equipment which is caused by Association use.

10. Transaction of Association Business

Duly authorized representatives of the Association and its affiliates may transact Association business on school property at any time before, after or during the regular school day; provided, however, that no such business shall be transacted on any class time, nor shall such Association business in any way interfere with scheduled student-teacher, parent-teacher, or administrator-teacher conferences or other school functions or activities. All visitors, including Association representatives, must report to the building office during teaching hours before transacting such business and sign in.

11. Innovative School Legislation

Should the Board be presented with an O.R.C. §3302.061 innovation school plan from one of its schools, the Union President will be notified and given a copy of the plan within five (5) days of receipt. O.R.C. §3302.064 will only be recognized if it is in effect and enforceable.

12. Released Time for Association President

1. The Association president may use his or her daily planning period for Association business. Further, the Association President will be excused from homeroom duty, bus duty, cafeteria duty, and recess duty.
2. The Association President shall also have access to a private phone to conduct Association business.

B. Individual Rights

1. Neither the Board of Education nor the Association shall unlawfully discriminate against any employee on the basis of race, color, creed, national origin, sex, political affiliation, age, religion, or handicap, or discriminate in the application or interpretation of the provisions of this Agreement.
2. The provisions of the Agreement shall be applied uniformly to all bargaining unit personnel without regard to race, color, creed, national origin, sex, political affiliation, age, religion or handicap.
3. Within 48 hours of a teacher removing a student who engaged in gross misconduct, flagrantly discourteous behavior, abusive or vile language, acts of violence, or deliberate insubordination, the principal will discuss with the teacher by phone or in person the issues and the teacher will provide the principal input.

4. Homework will be provided to students missing 2 or more days after 24 hours notice to the teacher of a request by the parent/guardian for homework.
5. If a parent/guardian hires a private tutor, the classroom teacher will not be required to provide planning/instruction to the private tutor nor will the classroom teacher be required to grade materials completed in the private tutoring sessions. This section does not apply to District homebound instructors or services provided under a student IEP.
6. Should an administrator change a grade, it will be noted in the student's permanent record and the teacher will be notified in writing.

C. Management Rights

1. Except as specifically abridged, delegated, granted or modified by a specific and express term of this Agreement, the Board hereby retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in it and/or the Superintendent by the laws and Constitution of the State of Ohio, and of the United States, including but not limited to the Board's right to: determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Board, standards of services, its overall budget, utilization of technology, and organizational structure; direct, supervise, evaluate, and hire employees; maintain and improve the efficiency and effectiveness of school operations; determine the overall methods, process, means, or personnel by which school operations are to be conducted; suspend, discipline, demote, or discharge for just cause, or lay off, nonrenew, transfer, assign, schedule, promote, or retain employees; determine the adequacy of the workforce; determine the overall mission of the school district as an educational unit; effectively manage the work force; take actions to carry out the mission of the school district; and except as otherwise set forth in this Agreement, the Superintendent's right to direct, assign, supervise, evaluate, schedule, and transfer employees.
2. Management need not bargain with the Association in making decisions which are within the scope of the management rights set forth in Paragraph (C.1) above.

However, upon timely notice from the Association requesting bargaining about the effects of management decisions on wages, hours, terms and conditions of employment, management shall be obligated to bargain with the Association about such effects.

## **ARTICLE XI – CURRICULUM IMPROVEMENT COUNCIL**

The Edison Local Board of Education, the administration, and the Edison Local Education Association shall support the Curriculum Improvement Council. The Council may include not only teachers and administrators, but also parents, students, board members and citizens at large. The sole function of this Council shall be to serve as an advisory body to the administration and Board of Education.

- A. Membership in the Curriculum Improvement Council:
  - 1. One person from each school building shall become members of the Council and they shall be appointed by the ELEA president.
  - 2. One member of the Council shall be appointed by the President of the Board.
  - 3. Three (3) members of the Council shall be appointed by the Superintendent.
  - 4. The Director of the Curriculum, who shall be the chairperson of the Council.
  - 5. Two (2) non-voting high school students, appointed by the high school principal.
  - 6. Other non-voting persons (e.g. parents) as approved of by the ELEA President and Superintendent.
  
- B. Functions of the Council:
  - 1. To study, research, and evaluate areas of curriculum and instruction such as course offerings; special services such as guidance services, library services, health services, etc.; courses of study; textbook selection; CBE; Intervention; auxiliary academic programs such as spelling bees, academic competition, etc.
  - 2. To make recommendations to the district's professional grade level/departmental/special area curriculum-related committees for further indepth study and/or consideration.
  - 3. To identify and study areas where teachers are having problems in implementing present standards and proposing strategies in implementing new standards.

4. To recommend to the District Inservice Committee priority needs for planning teacher inservice and staff development programs relating to the identified problem areas.
- C. Curriculum Requirements:
1. In the event the Superintendent imposes a curriculum change without approval of the Curriculum Committee, the Curriculum Committee will meet to examine the change and provide a recommendation in regard to its continuance. Such examination shall include input from the affected teachers. The teachers affected by the change will then be presented with the Council's recommendation for a majority vote. If the Council's recommendation is approved by that vote, it will be presented to the Board at its next regularly scheduled meeting.
  2. If the Council's recommendation is not approved by the affected teachers, the Council and no more than 10% but not less than two (2) of the affected teachers, will meet to reconsider the change for purpose of developing a consensus on the issue. The consensus shall then be presented to the Board at its next regularly scheduled meeting.

#### **ARTICLE XII - SPECIAL EDUCATION**

1. Current federal and state laws and regulations will be adhered to in the provision of service to students with disabilities.
2. No teacher will be required to perform a specific medical service required by a special education student.
3. The district shall annually enable bargaining unit members serving predominantly nonspecial education students on a daily basis in a classroom setting, whose duties are impacted by a special needs student, to voluntarily participate in two (2) days of job embedded professional and/or staff development programs.
4. The need for a modification to the teacher/pupil ratio set forth by State standards may be present when special needs student(s) are placed into classes with nonspecial education students, but may occur only to the extent allowed by law. The IEP team shall consider the need for trained support personnel in the classroom.

#### **ARTICLE XIII – PARENTAL CONCERN PROCEDURE**

Administrators and teachers shall take prompt action to resolve parental complaints. Administrators and teachers are responsible for making necessary arrangements with all involved parties in order to attempt to reach satisfactory solutions to such expressed concerns.

Should a complaint or concern be made known by a student's parents, or any other person, to an administrator regarding a teacher under his/her supervision, regarding said teacher's professional performance, the administrator shall, at the earliest convenient time, inform the teacher that a complaint has been made and have the opportunity to resolve the

matter with the teacher and complaining parent unless there is a pending criminal investigation.

No complaints will be placed in the personnel file of a teacher unless all of the following are fulfilled:

- (A) The allegation is in writing and is signed by a complainant.
- (B) A conference was held including the complainant, teacher, and principal or immediate supervisor. If during a meeting with the teacher, parent and principal the situation is deemed by the teacher to be hostile, the teacher may:
  - 1) Refuse to continue the meeting
  - 2) Explain to the parent that in order for the conference to continue, the teacher wants a witness present
  - 3) Such witness may be a union member or building representative but should not be taken from a teaching period.

If a conference was not held due to a pending criminal investigation, the complaint may be placed in the personnel file only after a conference is held with the teacher and principal or immediate supervisor.

- (C) A written summary of the conference signed by the immediate supervisor and the teacher will be attached to the complaint. No anonymous letters or materials will be placed in the file.
- (D) The teacher shall have the right to submit a rebuttal which shall be attached to the complaint.
- (E) Teacher signature is not an indication of agreement with the findings, but only provides verification of having seen the complaint.

#### **ARTICLE XIV – SICK LEAVE BANK**

##### 1. **Establishment**

Each certificated/licensed staff member desiring to participate in the Sick Leave Bank must establish his/her participation in the Sick Leave Bank as follows:

- (a) Certified/licensed personnel: Must establish his/her participation in the sick leave bank by contributing up to twenty (20) days of his/her accumulated sick leave to the Sick Leave Bank within two (2) weeks of hire or during the annual enrollment periods.
- (b) Rehired retirees: Must establish his/her participation in the sick leave bank by contributing up to ten (10) days of his/her accumulated

sick leave to the Sick Leave Bank within two (2) weeks of hire or during the annual enrollment periods.

During the year, additional days may be donated by bank members upon the agreement of the Sick Leave Bank Committee. Donated days are not returnable.

The annual enrollment periods shall be:

- (a) From the start of the school year through October 15.
- (b) From the last day of school through June 15.

## 2. Requirements for Loans

- A. Loans from the Sick Leave Bank will be limited to those individuals who have contributed to the bank.
- B. A loan will be limited for the use of days for catastrophic or life threatening injury or illness. A doctor's statement is required with the application in order to be considered for a loan. An illness or injury will be deemed to be "catastrophic" or "life threatening" so long as it may result in permanent disability, a long lasting medical condition and/or shortened life expectancy. Examples include, but are not limited to: brain injuries, organ damage, paralysis, paraplegia, quadriplegia, cancer, stroke or transplants.
- C. A loan will be considered only after the individual has used all his/her accumulated sick leave days and has used possible advances of sick leave days under the Master Agreement.
- D. All loans must be approved by the Sick Leave Bank Committee upon a majority vote of its members. In the event of a tie, the loan application will be submitted to the Board of Education in executive session for a decision at the next regular meeting. At this meeting, at least one Sick Leave Bank Committee member who voted to approve the application and one who voted to reject it shall be present. If the Board rejects the application, only the three Sick Leave Bank Committee members who voted to approve the application have the right to file a grievance at Level Five (Arbitration), provided the loan applicant signs an authorization allowing his/her medical condition to be disclosed to the arbitrator. The arbitrator shall only determine whether the specific illness or injury is catastrophic or life threatening as defined in (2) (B), and the arbitrator shall issue a bench decision.
- E. An individual who is granted a loan must apply for disability retirement with the State Teachers Retirement System (STRS) should the individual become eligible to apply in accordance with STRS regulations.
- F. Only one (1) loan may be given for the same catastrophic or life threatening injury or illness.

3. Loan and Payback Procedures

- A. A maximum number of days that a person may borrow is twenty percent (20%) of the total days in the bank at the end of the enrollment period, up to a total of 120 days. Additional days may be granted at the discretion of the Sick Leave Bank Committee.
- B. The member who borrows days will pay back the loaned days at the rate of 50% of the annual accumulated sick leave as follows:
  - i. For members who remain employees of the District, at the end of the school year in which the days were loaned, the member shall have 7.5 days taken from his/her credited accumulated sick days for the upcoming school year, unless the number of days borrowed is less than 7.5 days, in which case the full amount loaned shall be deducted. This process will continue each subsequent school year the member is employed until all loaned days are paid back to the bank.
  - ii. For members who leave the District, the member shall be required to pay the monetary equivalent of the loaned sick days at the member's daily rate through deduction from the member's accrued wages. In cases where the monetary equivalent exceeds the amount of the member's remaining accrued wages, the member shall execute a cognovit note for the remainder. If the member refuses to execute the cognovit note, the member will be responsible for reimbursing the School Board all legal fees, expenses and court costs incurred in securing payment under this section.
  - iii. In the event the member qualifies for STRS disability retirement or Social Security Disability, there shall be no financial obligation of the member to pay back the loaned sick days under (B)(ii). Should a member not be eligible to apply for STRS disability retirement or Social Security Disability, the member shall have no financial obligation to pay back the loaned sick days under (B)(ii) if: (a) the member resigns from employment due to the catastrophic or life threatening injury or illness; (b) submits to examination by a doctor mutually approved by the Board and the member's physician, who certifies the member would have otherwise met medical eligibility requirements of STRS disability retirement or Social Security Disability; and (c) the member is not employed for six years following his/her resignation in a position earning income equal to or above the contracted salary in the year that disability became effective.
  - iv. In the event the member dies, there shall be no financial obligation of the estate to pay back the loaned sick days under (B)(ii) and (iii).

4. Sick Leave Bank Committee

A. Composition

The E.L.E.A. President;  
Two E.L.E.A. members, appointed annually by the President;  
The Superintendent;

- Two persons appointed annually by the Superintendent.
- B. All decisions of the Sick Leave Committee are final.
- C. The Sick Leave Bank Committee will annually review its guidelines.

#### **ARTICLE XV – NO REPRISAL CLAUSE**

There shall be no reprisals of any kind taken against any teacher by reason of their membership in the Association or participation in any of its activities.

#### **ARTICLE XVI – GRANT WRITING TEAM**

The Edison Local Board of Education, through its administration, and the Edison Local Education Association shall jointly establish a Grant Writing Team as follows:

A. Purpose

The purpose of the Grant Writing Team shall be to seek, research and evaluate available grants that may enhance, benefit and enrich the educational programs for students in the Edison Local School District.

B. Team/Membership Training

1. The Grant Writing Team shall consist of a pool of individuals selected by the administration, with input from the Edison Local Education Association President.
2. Participation on the Team shall be on a voluntary basis.
3. Team members are expected to attend grant writing training which shall be provided by the school district at no cost to Team members.
4. The Chairperson of the Team shall be the Director of Curriculum.

C. Accounting

The district Treasurer shall develop forms and procedures to be completed by the Team for the final accounting/expenditure report regarding each grant.

D. Compensation

Members of the Grant Writing Team shall be compensated at a rate of Fifteen Dollars (\$15.00) per hour for work performed outside or beyond the school day. Such work shall be assigned by the Director of Curriculum.

## **ARTICLE XVII – REHIRING OF RETIRED TEACHERS**

The following terms and conditions relating to employment of retirees will prevail in the Edison Local School District.

1. For purposes of this article, a retiree is an individual who has attained service retirement status with the STRS and is otherwise qualified by certification/licensure to be employed as a teacher in Ohio.
2. When a teacher retires and a vacancy is determined to exist, it will be posted in accordance with Article IX, Section C. After the vacancy procedure has been completed and no bargaining unit member applies, then the Board may consider and employ a retiree upon the recommendation of the Superintendent.
3. A retiree shall be paid Thirty Thousand Dollars (\$30,000.00) per year.
4. A retiree shall receive a one-year limited contract which shall expire automatically at the end of the term. Continuation of employment of a retiree through offering new one-year limited contracts which automatically expire shall be at the discretion of the Board and upon recommendation of the Superintendent.
5. A retiree is entitled to fifteen (15) sick leave days per year in accordance with Article V, Section I, but such days shall not carry over into the succeeding year.
6. A retiree shall be laid off before any other member of the bargaining unit when a reduction in force occurs. Further, no retiree shall be hired while a bargaining unit member remains on the recall list.
7. A retiree is eligible for a supplemental contract only at the discretion of the Superintendent.
8. A retiree shall not be subject to the evaluation procedure set forth in Article IX, Section B, while employed by the Edison Local School District.
9. The Board and the Association expressly intend this Article to supersede the provisions of O.R.C. 3317.13, 3317.14, 3319.11, 3319.111, 3319.17 and 3319.141.

## **ARTICLE XVIII – LABOR/MANAGEMENT COMMITTEE**

- A. A Labor/Management Committee shall be established consisting of three (3) representatives chosen annually by the Superintendent and three (3) representatives chosen annually by the President of the Edison Local Education Association.
- B. Members of the Committee must be trained by the Federal Mediation & Conciliation Service (FMCS), or another organization chosen by the Committee in order to serve on the Committee. Training costs and related expenses shall be assumed by the district.
- C. The Committee shall meet, by its own determination, on an as needed basis in order to improve communications, and to discuss existing and potential issues/problems between labor and management.

## **ARTICLE XIX - CREDIT FLEXIBILITY**

As a result of SB 311, the Association and the Board agree to the following regarding the offering of a credit flexibility program within the district:

1. A committee shall be formed to review and approve/disapprove student Flexible Credit applications. The committee shall be comprised of three (3) high school teachers chosen by the Association President, one (1) high school administrator chosen by the Superintendent, and the Superintendent or his/her designee. The committee shall also have a 'rotating' member who shall be the teacher of record for the student who has applied. Bargaining unit members of the committee shall be paid their regular salary per diem rate per hour for all committee meetings.
2. No teacher shall be required to serve as a teacher of record. Only a teacher who is certified and teaching in the area of flexible credit sought shall be assigned as the teacher of record. However, the Superintendent shall have the right to appoint a qualified teacher of record from outside the bargaining unit if no bargaining unit member is interested or willing to perform the required duties. The Superintendent shall also have the right to appoint a qualified teacher of record from outside the bargaining unit if the requirements of an outside credit flexibility program provide.
3. The Board's policy on Credit Flexibility shall empower the teacher of record to make the sole determination about whether credit is/is not granted and what grade is assigned, if applicable, or level of mastery achieved, if applicable. Further, the Board's policy shall require that any student participating in a Flexible Credit plan of study report at least at minimum, regular intervals with the teacher of record regarding the student's progress. The policy shall also require that the teacher of record and the student develop a rubric for demonstrating mastery of the district's approved curriculum in the context of the student's plan.
4. The teacher of record shall be paid the standard hourly rate for work associated with a student's Flexible Credit plan implementation.
5. In the event that a student fails to achieve credit and appeals the decision of the teacher of record, such appeal shall go exclusively to the committee, whose decision shall be final.

## **ARTICLE XX – MASTER TEACHER PROGRAM**

The Edison Local Board of Education and the Edison Local Education Association shall form a Master Teacher Committee ("Committee"), which shall be responsible for overseeing and verifying candidate eligibility and using state designated forms to properly process candidates. The Committee will approve only those who meet the eligibility standards set forth by the Ohio Department of Education.

The Committee shall consist of one (1) administrator and four (4) teachers. The administrator shall be appointed by the Superintendent and the teachers by the Association President. The Association President shall invite National Board Certified Teachers and/or current Master Teachers to participate on the Committee. All teacher members of the Committee shall serve a 2-year term. The Committee Chairperson, who shall not be an administrator, will be

responsible for attending and facilitating Committee meetings, maintaining and storing required records (including meeting notes), receiving candidate applications, preparing candidate applications for blind readings, notifying applicants of Committee decisions, and submitting required information to the EMIS Coordinator.

Two (2) teacher members of the Committee will be responsible for scoring each application. If the two (2) assigned Committee member teachers disagree regarding the recommendation of an applicant, then a third teacher on the Committee will read and score the application. A majority vote of the assigned teacher members will determine the applicant's eligibility.

The Committee will inform each applicant of its decision in writing, including his/her final score. If the applicant disagrees with the Committee's determination, s/he may appeal the decision to the Superintendent. The applicant cannot appeal the scoring of his/her application by the Committee. The appeal must be submitted to the Superintendent within thirty (30) calendar days of the Committee's notification. Upon receipt of an appeal, the Superintendent will hold an appeal meeting. This meeting shall be held within sixty (60) calendar days from receipt of the written appeal. The Superintendent will render his/her final determination within fifteen (15) calendar days. No decision will be subject to the grievance procedure under Article II.

When a member receives the Master Teacher designation, s/he is entitled to elect either a one-time Four Hundred Dollar (\$400.00) payment (which will be paid from the District's Professional Development Fund at the Jefferson County Educational Service Center) or six (6) CEU's.

The Committee shall meet at least four (4) times each school year. The Committee Chairperson will receive an annual stipend of \$500.00. Each Teacher Committee member will receive an annual stipend of \$400.00. These stipends will be paid from the District's Professional Development Fund at the Jefferson County Educational Service Center.

## **ARTICLE XXI – LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE**

A Local Professional Development Committee (LPDC) has been established to oversee and review professional development plans of teachers and administrators for course work, continuing education units, and/or other equivalent activities that a District educator proposes to complete to meet the standards adopted by the State Board of Education for the renewal of educator licenses.

The Board currently has its LPDC function as part of the Jefferson County Educational Service Center Council of Governments.

### **A. LPDC Composition and Selection**

There are seven (7) members on the LPDC with a majority of members being bargaining unit members.

Teacher members of the LPDC shall be appointed by the ELEA, and administrator members shall be appointed by the Board of Education or its designee.

B. Meeting and Compensation

Each bargaining unit member of the LPDC committee shall be compensated by an annual stipend of One Thousand Dollars (\$1,000.00) for faithful performance of all committee work based upon the percentage of meetings attended.

C. LPDC Assessment Committee

The Board and Association shall also form a LPDC Assessment Committee comprised of the Association President and two (2) persons appointed by him/her and the Superintendent and two (2) persons appointed by him/her. At least one (1) of the persons appointed by the Association President and the Superintendent shall be a member of the LPDC.

The LPDC Assessment Committee shall meet to review how the current LPDC operates to develop a recommendation in regard to continued participation in the Jefferson County Educational Service Center Council of Governments LPDC. That recommendation will be presented to the Board of Education at its next regularly scheduled meeting.

## **ARTICLE XXII – RESIDENT EDUCATOR PROGRAM**

A. Purpose

The Resident Educator Program (REP) for beginning teachers will provide Ohio's newest educators with coaching, mentoring and guidance that are critical to improving their skills, knowledge and student achievement. The REP will be a program administered by the Board of Education contingent upon the Board receiving restricted funding for the REP necessary to ensure that REP expenses will not exceed REP funding.

B. Lead Mentor/Trained Facilitator

The Lead Mentor/Trained Facilitator (hereinafter "Lead Mentor") will be jointly selected by the Superintendent and the Association President, and who shall conduct any meetings of mentors necessary and who shall be responsible for assigning mentors. The Lead mentor shall act as a liaison, if necessary. The Lead Mentor shall not be assigned a mentee.

C. Mentors

1. Qualifications

Any teacher wishing to be considered to serve as a mentor shall have taught in the Edison Local School District for at least five (5) years; must have completed the mentor training provided by the ODE and/or the approved equivalent; and must possess a Lead Teacher license or approved equivalent;

2. Selection

Selection of mentors shall be made by the Lead Mentor. To the extent possible, assigned mentors shall be from the same building and grade level/subject matter as the new teacher. To the greatest extent possible, no mentor shall be responsible to mentor more than one (1) new teacher at a time.

3. Training

The Board shall provide and/or facilitate the training of mentors and bargaining unit members interested in becoming mentors through the ODE's mentor training program and/or ODE-approved equivalent, and shall bear the cost thereof.

4. Confidentiality

Mentors shall communicate directly with the new teacher to which they are assigned, and shall not discuss/report the performance/progress of the new teacher to any administrator, assessor, or other teacher. No mentor teacher shall participate in any evaluation of a new teacher, nor make, nor be requested or directed to make, any recommendation regarding the continued employment of a new teacher.

**ARTICLE XXIII – EFFECTS OF THE AGREEMENT**

A. Duration – The terms of this Agreement shall be from June 15, 2013, through June 14, 2015. All salary adjustments, fringe benefits and financial remunerations are effective July 1, 2013, unless otherwise stated.

B. Full Understanding – This Agreement represents the full understanding and commitment between the parties and replaces all previous agreements.

C. Board Policy – Should there be a conflict between a provision of this Agreement and any Board policy or practice, this Agreement shall prevail.

D. Savings Clause

1. Consistent with R.C. Ch. 4117, this Agreement governs the wages, hours and terms and other conditions of the employment of members of the bargaining unit.

2. Should specific provisions of this Agreement be declared invalid by a court of competent jurisdiction, all other provisions of the Agreement shall remain in full force and effect.

3. In the event of invalidation of any portion(s) of this Agreement by a court of competent jurisdiction, and upon written request by either party, the Board and the Association shall meet within thirty (30) days at mutually

convenient times in an attempt to modify the invalidated provision(s) by good faith negotiations.

4. Amendments and modifications of this Agreement may be made by mutual agreement of the parties in writing subject to ratification by the Association and the Board as required pursuant to Chapter 4117 of the Ohio Revised Code.

FOR THE BOARD

\_\_\_\_\_  
President

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Negotiating Team

FOR THE ASSOCIATION

\_\_\_\_\_  
Negotiating Team

\_\_\_\_\_  
Negotiating Team

\_\_\_\_\_  
Negotiating Team

**APPENDIX A**

**GRIEVANCE – LEVEL ONE**

Grievance No: \_\_\_\_\_

(Teacher)

NAME: \_\_\_\_\_ Date: \_\_\_\_\_

BUILDING: \_\_\_\_\_

State specific violation, misinterpretation, or misapplication of negotiated agreement or contract:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of occurrence of act cited above: \_\_\_\_\_

State specific redress sought through this grievance: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

Disposition by authorized personnel: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Personnel

\_\_\_\_\_  
Date

Prepare in triplicate. File one (1) copy with the Principal; one (1) copy with the Association. Retain one (1) copy.

Grievance No: \_\_\_\_\_

GRIEVANCE APPEAL – LEVEL TWO

(Teacher)

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

BUILDING: \_\_\_\_\_

State specific grounds for the appeal: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name of the person (if any) to accompany and/or counsel the grievant: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

Disposition by authorized personnel: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Personnel

\_\_\_\_\_  
Date

Attach a copy of the Level One grievance.

Attach a copy of the Principal's decision rendered in Step One.

Complete in triplicate. Copies to the Superintendent and the Association.

Grievance No: \_\_\_\_\_

GRIEVANCE APPEAL – LEVEL THREE

(Teacher)

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

BUILDING: \_\_\_\_\_

State specific grounds for the appeal: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name of the person (if any) to accompany and/or counsel the grievant: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

Disposition by authorized personnel: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Personnel

\_\_\_\_\_  
Date

Attach copies of Level One grievance and Level Two grievance appeal.

Attach a copy of the Principal's decision rendered in Step One. Attach a copy of the Superintendent decision rendered in Step Two.

Prepare in triplicate. File one (1) copy with the District Superintendent; one (1) copy with the Clerk the Board of Education; and one (1) copy with the appropriate representative of the recognized teachers' association.

## Edison Local School District Bylaws & Policies

---

### 3220 - TEACHER EVALUATION

The Board of Education of Edison Local School District adopts the following teacher evaluation policy in accordance with the standards-based statewide teacher evaluation framework adopted by the State Board of Education in November 2011. The Board acknowledges that this teacher evaluation policy aligns with the *Standards for the Teaching Profession* as set forth in State law.

The Board directs the Superintendent to implement this policy in accordance with State law. The requirements of this policy prevail over any conflicting provisions of a collective bargaining agreement entered into on or after September 24, 2012.

#### Definition of "Teacher"

This policy applies to District employees who meet one of the following categories:

- A. A teacher working under a license issued under R.C. 3319.22, 3319.26, 3319.222 or 3319.226 who spends at least fifty percent (50%) of his/her time providing content-related student instruction; or
- B. A teacher working under a permanent certificate issued under R.C. 3319.222 as existed prior to September 2003 who spends, at least fifty percent (50%) of his/her time providing content-related student instruction; or
- C. A teacher working under a permanent certificate issued under R.C. 3319.222 as it existed prior to September 2006 who spends at least fifty percent (50%) of his/her time providing content-related student instruction; or
- D. A teacher working under a permit issued under R.C. 3319.301 who spends at least fifty percent (50%) of his/her time providing content-related student instruction.

Principals and assistant principals shall be evaluated in accordance with the principal evaluation policy adopted by the Board in accordance with R.C. 3319.02.

This policy does not apply to the superintendent, assistant superintendent(s), business manager, treasurer or "other administrator" as defined by R.C. 3319.02. This policy also does not apply to substitute teachers.

#### Assigning an Effectiveness Rating

Each evaluation will result in an effectiveness rating of "Accomplished," "Proficient," "Developing," or "Ineffective." An effectiveness rating is based on the following two categories: 1) Teacher Performance; and 2) Student Growth Measures. Fifty percent (50%) of the evaluation will be attributed to teacher performance and fifty-percent (50%) will be attributed to multiple measures of student growth.

Teacher Performance and Student Growth Measures ratings shall be combined to reach the summative teacher effectiveness rating. The Evaluation Matrix is attached here to as Exhibit A and incorporated herein.

The Board shall annually submit to the Ohio Department of Education (ODE), in accordance with ODE guidelines, the number of teachers assigned an effectiveness rating, aggregated by the teacher preparation programs from which, and the years in which, the teachers graduated.

### Calculating Teacher Performance

Teacher Performance is evaluated during the two cycles of formal observations and periodic classroom walkthroughs. Fifty-percent (50%) of the effectiveness rating will be attributed to Teacher Performance through a holistic process based upon the following *Ohio Standards for the Teaching Profession* and training for credentialed evaluators:

- A. Understanding Student Learning and Development and Respecting the Diversity of the Students they Teach;
- B. Understanding the Content Area for which they have Instructional Responsibility;
- C. Understanding and Using Varied Assessment to Inform Instruction, Evaluate and Ensure Student Learning;
- D. Planning and Delivering Effective Instruction that Advances Individual Student Learning;
- E. Creating Learning Environments that Promote High Levels of Learning and Student Achievement;
- F. Collaborating and Communicating with Students, Parents, Other Educators, District Administrators and the Community to Support Student Learning; and
- G. Assuming Responsibility for Professional Growth, Performance and Involvement.

The Superintendent/designee shall select or develop, in consultation with teachers, evaluation tools to be used in calculating the Teacher Performance fifty-percent (50%), which must be aligned to the *Ohio Standards for the Teaching Profession* and the Ohio Teacher Evaluation System Performance Rubric.

The following percentages will comprise the components of the teacher evaluation for the 2013-2014 school year in the following categories:

- A1. teachers will use thirty percent (30%) Value Added and twenty percent (20%) Shared Attribution.
- A2. will be reflective of the teachers' schedule (1/2 of the fifty percent (50%) will be used for Value Added) and twenty percent (20%) Shared Attribution with the remainder being comprised of SLO.
- B. will have thirty percent (30%) Vendor Assessment and twenty percent (20%) Shared Attribution.

- C. will be thirty percent (30%) SLO and twenty percent (20%) Shared Attribution.

Value Added will account for fifty percent (50%) of the evaluation for the 14-15 school year for AI teachers.

### Calculating Student Growth Measures

For purposes of the Ohio Teacher Evaluation System (OTES), "student growth" means the change in student achievement for an individual student between two (2) or more points in time. This component of the evaluation includes some combination of the following:

- A. **Teacher-level Value-Added:** "Value-Added" refers to the value-added methodology provided by ODE. Where value-added data for grades 4-8 for English language arts and mathematics exists (via state-provided assessments), value-added data must be one of the multiple measures used in calculating student growth.
- B. **ODE Approved List of Assessments:** Assessments, if utilized by the district, must be included as one of the multiple measures of student growth. Assessments utilized must be included when calculating the fifty percent (50%) attributed to student growth measures. The Superintendent/designee, in consultation with teachers and subject to Board approval, will utilize the assessments on the approved list as s/he deems necessary and appropriate.
- C. **Locally-determined Measures:** For courses of instruction in which neither teacher level value-added data nor ODE-approved assessments are available, the Superintendent/designee, in consultation with teachers and subject to Board approval, shall establish a process in accordance with ODE guidance to create Student Learning Objectives (SLOs) to measure student growth in the courses of instruction.

The district will attribute thirty percent (30%) of the evaluation to value added the remaining twenty percent (20%) on District Shared Attribution.

In the calculation for student academic growth, the following shall apply:

- A. For a full year course, a student who has thirty (30) or more excused and/or unexcused absences for the school year will not be included.
- B. For a semester course, a student who has fifteen (15) or more excused and/or unexcused absences for the school year will not be included.

Data from these multiple measures will be scored on three levels in accordance with ODE guidance and converted to a score in one of three levels of student growth: 1) "Above"; 2) "Expected"; and 3) "Below."

### Evaluation Timeline

District administrators shall conduct an evaluation of each teacher subject to this policy at least annually. Each evaluation shall include: 1) Two (2) cycles of formal observations of at least thirty (30) minutes each; and 2) Periodic classroom walkthroughs by the evaluator. All teacher evaluations shall be completed by the first day of May and each teacher subject to this policy shall be provided with a written copy of the evaluation results by the tenth day of May.

For those teachers who are on limited or extended limited contracts pursuant to R.C. 3319.11 and who are under consideration for nonrenewal, one evaluation consisting of at least three (3) formal observations must be

conducted annually by the first day of May. Each teacher on a limited or extended limited contract shall be provided with a written copy of the evaluation results by the tenth day of May.

The Board elects to evaluate a teacher receiving an effectiveness rating of "Accomplished" on the teacher's most recent evaluation conducted pursuant to this policy once every two (2) years. Any biennial evaluation conducted under this provision must be conducted and completed by the first day of May, and the teacher shall be provided with a written copy of the evaluation results by the tenth day of May.

The Board elects to evaluate a teacher receiving an effectiveness rating of "Accomplished" on the teacher's most recent evaluation conducted pursuant to this policy via two cycles of formal observations and periodic classroom walkthroughs.

### **Credentialed Evaluators**

The Board will adopt a list of approved credentialed evaluators. Each teacher evaluation conducted under this policy shall be conducted by a person: 1) who is eligible to be an evaluator in accordance with R.C. 3319.111 (D); and 2) who holds a credential established by ODE for being an evaluator. Every evaluator must complete state-sponsored evaluation training and is required to pass an online credentialing assessment.

### **Professional Growth and Improvement Plans**

Teachers must develop professional growth or improvement plans based on the Evaluation Matrix. Teachers who meet Above-Expected levels of student growth must develop a professional growth plan and choose their credentialed evaluator for the evaluation cycle from the Board-approved list. The professional growth plan shall include the following components:

The professional growth plan will specifically relate to the teachers' area of refinement as identified in the teachers' evaluation. Each teacher will have one Annual Focus goal and no Areas of Professional Growth. See attached Plan A Teachers who meet Expected levels of student growth must develop a professional growth plan collaboratively with a credentialed evaluator for the evaluation cycle from the Board-approved list. The teacher will have input on the selection of a credentialed evaluator for the evaluation cycle. The professional growth plan shall include the following components:

- A. The professional growth plan will specifically relate to the teachers' area of refinement as identified in the teachers' evaluation. Each teacher will have at least one and no more than two Annual Focus goals and one Area of Professional Growth. See attached Plan B.
- B. Teachers who meet Below-Expected levels of student growth must comply with an improvement plan developed by the credentialed evaluator assigned by the Superintendent/designee for the evaluation cycle from the Board-approved list. The improvement plan shall include the following components.

The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. Improvement Plan shall include Improvement Statement with a list of specific areas of improvements as related to the Ohio's Standards for the Teaching Profession. See attached Plan C.

Growth Plans and Improvement Plans need to be completed and submitted to the Principal by the first Monday of October.

### **Testing for Teachers in Core Subject Areas**

Beginning with the 2015-16 school year, teachers who teach in a "core subject area" are required to register for and take all written examinations of content knowledge selected by ODE if the teacher has received an effectiveness rating of "Ineffective" on evaluations for two (2) of the three (3) most recent school years. "Core

subject area" means reading and English language arts, mathematics, science, foreign language, government, economics, fine arts, history, and geography. No decision to terminate or not to renew a teacher's employment contract shall be made solely on the basis of the results of a teacher's examination until the teacher has not attained a passing score on the same required examination for at least three (3) consecutive administrations of that examination.

### **Retention and Promotion Decisions**

For the 2013-2014 through 2015-2016 school years, all teachers under this policy shall be considered comparable for retention and promotion decisions, including involuntary transfers.

Effective the 2016-2017 school year, the Board adopts the following procedures to be used by district administrators in making retention and promotion decisions, including involuntary transfers.

Teachers who receive a rating of "Accomplished" or "Proficient" will be evaluated using the following criteria. All teachers will be evaluated based on the recommendation outlined in the OTES model policy adopted by the district. The evaluator will evaluate each teacher who receives this designation a minimum of two (2) walkthroughs and two (2) thirty-minute observations to equal one evaluation.

Teachers who receive a rating of "Developing" will have a minimum of three walkthroughs and two (2) thirty-minute observations. If the building principal deems it necessary they may conduct additional walkthroughs. If there are areas of concern during a walkthrough, the principal will have a documented meeting with the teacher. The principal will follow up with additional walkthroughs and conferences with the teacher.

All evaluations will be completed by the first day of May and the teacher will be provided with a written copy of the evaluation results by the tenth day of May.

Seniority shall not be a basis for making retention/promotion decisions, except when making a decision between teachers who have comparable evaluations. Teachers will be considered for retention/promotion using the following steps in order for consideration for retention/promotion.

- IA: A teacher on a continuing contract with the rating of Accomplished or Proficient.
- IB: A teacher on a limited contract with the rating of Accomplished or Proficient.
- 2A: A teacher on a continuing contract with the rating of Developing.
- 2B: A teacher on a limited contract with the rating of Developing.
- 3A: A teacher on a continuing contract with the rating of Ineffective.
- 3B: A teacher on a limited contract with the rating of Ineffective.

### **Removal of Poorly-Performing Teachers**

The Board recognizes it is necessary to collect student growth data in years 2013-2014 through 2015-2016 regarding the issue of removing poorly performing teachers; therefore effective the 2016-2017 school year, the Board adopts the following procedures to be used by district administrators in removing poorly-performing teachers:

Teachers who receive a rating of "Ineffective" will be evaluated using the following criteria. All teachers will be evaluated based on the recommendation outlined in the OTES model policy adopted by the district. The evaluator will evaluate each teacher who receives this designation a minimum of four (4) walkthroughs and

three thirty-minute formal observations to equal one (1) evaluation. If the evaluator deems it necessary they may conduct additional walkthroughs. If there are areas of concern during a walkthrough, the principal will have a documented meeting with the teacher. If areas of deficiencies are identified during the formal observation the evaluator and teacher will identify those areas of deficiencies and develop a plan to correct them. If the evaluator recommends a remediation plan, the evaluator, the teacher, a mentor, and a union representative will develop the plan together before the end of the school year.

The plan will be revisited in six (6) weeks to see if the teacher's performance has improved. The teacher will be taken off the Improvement Plan when their rating is no longer "Ineffective." The district will provide the teacher with a trained mentor/coach to assist the teacher in fulfilling the requirements outlined in the remediation plan. Any teacher receiving a designation of Ineffective will be given three years to change the ineffective status prior to a recommendation of non-renewal. After the second "ineffective" rating the teacher will be required to take an examination in the content area in which they are teaching. If a newly hired teacher receives an ineffective status in their first and second year, the district has the ability to non-renew the teacher at the conclusion of the second year.

All evaluations will be completed by the first day of May and the teacher will be provided with a written copy of the evaluation results by the tenth day of May.

### **Professional Development**

The Board will allocate yearly funds made available through its Title IIA budget to support professional development.

Revised 6/11/13

© **Neola 2013**



## TEACHING PRE-OBSERVATION FORM

Pre-observation conference shall be held no more than five (5) school days before observation.

Name \_\_\_\_\_ Administrator \_\_\_\_\_

Subject Area(s)/Assignment: \_\_\_\_\_

1. Briefly describe your students, including those with special needs.
2. Briefly describe your current unit(s), including the connections between past and future content. What do you want the students to learn.
3. How do you engage students in the content? What do you do? What do the students do? (Differentiation)
4. What instructional materials or other resources do you use? Please attach samples.
5. How do you assess student achievement of unit goals? Please attach any tests or performance tasks, with accompanying scoring guides or rubrics.

Additional comments:

_____ Teacher Signature	_____ Date	_____ Evaluator Signature	_____ Date
_____ Obs 1 Date	_____ Obs 2 Date	_____ Pre-Conf Date	



## TEACHING PRE-OBSERVATION FORM

Pre-observation conference shall be held no more than five (5) school days before observation.

Name \_\_\_\_\_ Administrator \_\_\_\_\_

Subject Area(s)/Assignment: \_\_\_\_\_

1. Briefly describe your students, including those with special needs.
2. Briefly describe your current unit(s), including the connections between past and future content. What do you want the students to learn.
3. How do you engage students in the content? What do you do? What do the students do? (Differentiation)
4. What instructional materials or other resources do you use? Please attach samples.
5. How do you assess student achievement of unit goals? Please attach any tests or performance tasks, with accompanying scoring guides or rubrics.

Additional comments:

\_\_\_\_\_  
Teacher Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluator Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Obs 3 Date

\_\_\_\_\_  
Pre-Conf Date



**TEACHING POST-OBSERVATION CONFERENCE FORM**

The Post-Observation Conference shall be held within five school days of the Observation.

Name \_\_\_\_\_ Administrator \_\_\_\_\_

Subject Area(s)/Assignment: \_\_\_\_\_

**Observation 1** Date \_\_\_\_\_

1. To what extent did students achieve the goals of the lesson?
  
  
  
  
  
  
  
  
  
  
2. In your judgment, what instructional activities (or materials) were effective? Ineffective? Explain.
  
  
  
  
  
  
  
  
  
  
3. Have you communicated with the parents or guardians of the students in this class? If so, how and for what reasons?
  
  
  
  
  
  
  
  
  
  
4. Are you involved in any school or district projects, committees, or extra duty assignments that you would like me to know about?
  
  
  
  
  
  
  
  
  
  
5. Are there any professional activities you're currently involved with that you would like me to know about?

Additional comments:

\_\_\_\_\_  
Teacher Signature                      Date                      Evaluator Signature                      Date  
Obs 1 Date \_\_\_\_\_                      Post-Conf Date \_\_\_\_\_



## TEACHING POST-OBSERVATION CONFERENCE FORM

The Post-Observation Conference shall be held within five school days of the Observation.

Name \_\_\_\_\_ Administrator \_\_\_\_\_

Subject Area(s)/Assignment: \_\_\_\_\_

**Observation 2**

Date \_\_\_\_\_

1. To what extent did students achieve the goals of the lesson?
2. In your judgment, what instructional activities (or materials) were effective? Ineffective? Explain.
3. Have you communicated with the parents or guardians of the students in this class? If so, how and for what reasons?
4. Are you involved in any school or district projects, committees, or extra duty assignments that you would like me to know about?
5. Are there any professional activities you're currently involved with that you would like me to know about?

Additional comments:

\_\_\_\_\_  
Teacher Signature  
Obs 2 Date \_\_\_\_\_

\_\_\_\_\_  
Date  
Post-Conf Date \_\_\_\_\_

\_\_\_\_\_  
Evaluator Signature

\_\_\_\_\_  
Date



**TEACHING POST-OBSERVATION CONFERENCE FORM**

The Post-Observation Conference shall be held within five school days of the Observation.

Name \_\_\_\_\_ Administrator \_\_\_\_\_

Subject Area(s)/Assignment: \_\_\_\_\_

**Observation 3** Date \_\_\_\_\_

1. To what extent did students achieve the goals of the lesson?
  
  
  
  
  
  
  
  
  
  
2. In your judgment, what instructional activities (or materials) were effective? Ineffective? Explain.
  
  
  
  
  
  
  
  
  
  
3. Have you communicated with the parents or guardians of the students in this class? If so, how and for what reasons?
  
  
  
  
  
  
  
  
  
  
4. Are you involved in any school or district projects, committees, or extra duty assignments that you would like me to know about?
  
  
  
  
  
  
  
  
  
  
5. Are there any professional activities you're currently involved with that you would like me to know about?

Additional comments:

\_\_\_\_\_  
Teacher Signature                      Date                      Evaluator Signature                      Date  
Obs 3 Date \_\_\_\_\_                      Post-Conf Date \_\_\_\_\_



# Observation Summary Report Form

Teacher: \_\_\_\_\_  
 Evaluator: \_\_\_\_\_  
 Date: \_\_\_\_\_

Evidence Notes	Area of Rubric	Rating	Rubric Criteria Met
	Focus for Learning	<input type="checkbox"/> Accomplished <input type="checkbox"/> Proficient <input type="checkbox"/> Developing <input type="checkbox"/> Ineffective	
	Assessment Data	<input type="checkbox"/> Accomplished <input type="checkbox"/> Proficient <input type="checkbox"/> Developing <input type="checkbox"/> Ineffective	
	Prior Content Knowledge/ Sequence/ Connections	<input type="checkbox"/> Accomplished <input type="checkbox"/> Proficient <input type="checkbox"/> Developing <input type="checkbox"/> Ineffective	
	Knowledge of Students	<input type="checkbox"/> Accomplished <input type="checkbox"/> Proficient <input type="checkbox"/> Developing <input type="checkbox"/> Ineffective	
	Lesson Delivery	<input type="checkbox"/> Accomplished <input type="checkbox"/> Proficient <input type="checkbox"/> Developing <input type="checkbox"/> Ineffective	
	Differentiation	<input type="checkbox"/> Accomplished <input type="checkbox"/> Proficient <input type="checkbox"/> Developing <input type="checkbox"/> Ineffective	
	Resources	<input type="checkbox"/> Accomplished <input type="checkbox"/> Proficient <input type="checkbox"/> Developing	

		<input type="checkbox"/> Ineffective	
	Classroom Environment	<input type="checkbox"/> Accomplished <input type="checkbox"/> Proficient <input type="checkbox"/> Developing <input type="checkbox"/> Ineffective	
	Assessment of Student Learning	<input type="checkbox"/> Accomplished <input type="checkbox"/> Proficient <input type="checkbox"/> Developing <input type="checkbox"/> Ineffective	

<b>Additional Collaboration</b>	
<b>Areas</b>	<b>Comment/Suggestions – Administrator</b>
Reinforcement	
Refinement	

Teacher Comments:

---



---



---

Teacher Signature: \_\_\_\_\_ Evaluator Signature: \_\_\_\_\_

Observation 1 Date: \_\_\_\_\_ Observation 2 Date: \_\_\_\_\_ Observation No. \_\_\_ Date: \_\_\_\_\_



Teacher: \_\_\_\_\_  
 Administrator: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Final Summative Rating of Teacher Effectiveness**

<b>Proficiency on Standards 50%</b>	INEFFECTIVE	DEVELOPING	PROFICIENT	ACCOMPLISHED
Cumulative Performance Rating (Holistic Rating using Performance Rubric)				
<b>Student Growth Data 50%</b>	BELOW EXPECTED GROWTH	EXPECTED GROWTH		ABOVE EXPECTED GROWTH
Student Growth Measure of Effectiveness				
<i>Areas of reinforcement/refinement:</i>				
<b>Final Summative (Overall) Rating</b>	INEFFECTIVE	DEVELOPING	PROFICIENT	ACCOMPLISHED

Check here if Improvement Plan has been recommended.

**Teacher Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Evaluator Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

The signatures above indicate that the teacher and evaluator have discussed the Summative Rating.

Note: The teacher may provide additional information to the evaluator within 10 working days of the receipt of this form, and may request a second conference with the evaluator. Any additional information will become part of the summative record. See labor contract with the Edison Local Education Association regarding options for addressing issues regarding the evaluation.

## Teacher Performance Evaluation Rubric

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

INSTRUCTIONAL PLANNING		Ineffective	Developing	Proficient	Accomplished
INSTRUCTIONAL PLANNING	<p><b>FOCUS FOR LEARNING</b> (Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference</p> <p>Evidence</p>	<p>The teacher does not demonstrate a clear focus for student learning. Learning objectives are too general to guide lesson planning and are inappropriate for the students, and/or do not reference the Ohio standards.</p>	<p>The teacher communicates a focus for student learning, develops learning objectives that are appropriate for students and reference the Ohio standards but do not include measurable goals.</p>	<p>The teacher demonstrates a focus for student learning, with appropriate learning objectives that include measurable goal(s) for student learning aligned with the Ohio standards. The teacher demonstrates the importance of the goal and its appropriateness for students.</p>	<p>The teacher establishes challenging and measurable goal(s) for student learning that aligns with the Ohio standards and reflect a range of student learner needs. The teacher demonstrates how the goal(s) fit into the broader unit, course, and school goals for content learning and skills.</p>
	<p><b>ASSESSMENT DATA</b> (Standard 3: Assessment)</p> <p><i>Sources of Evidence:</i> Pre-Conference</p> <p>Evidence</p>	<p>The teacher does not plan for the assessment of student learning or does not analyze student learning data to inform lesson plans.</p> <p>The teacher does not use or only uses one measure of student performance.</p>	<p>The teacher explains the characteristics, uses, and limitations of various diagnostic, formative, and summative assessments but does not consistently incorporate this knowledge into lesson planning.</p> <p>The teacher uses more than one measure of student performance but does not appropriately vary assessment approaches, or the teacher may have difficulty analyzing data to effectively inform instructional planning and delivery.</p>	<p>The teacher demonstrates an understanding that assessment is a means of evaluating and supporting student learning through effectively incorporating diagnostic, formative, and/or summative assessments into lesson planning.</p> <p>The teacher employs a variety of formal and informal assessment techniques to collect evidence of students' knowledge and skills and analyzes data to effectively inform instructional planning and delivery.</p>	<p>The teacher purposefully plans assessments and differentiates assessment choices to match the full range of student needs, abilities, and learning styles, incorporating a range of appropriate diagnostic, formative, and summative assessments into lesson plans.</p> <p>Student learning needs are accurately identified through an analysis of student data; the teacher uses assessment data to identify student strengths and areas for student growth.</p>

INSTRUCTIONAL PLANNING					
		Ineffective	Developing	Proficient	Accomplished
INSTRUCTIONAL PLANNING	<p><b>PRIOR CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS</b>            (Standard 1: Students; Standard 2: Content; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i>            Pre-Conference</p>	<p>The teacher's lesson does not build on or connect to students' prior knowledge, or the teacher may give an explanation that is illogical or inaccurate as to how the content connects to previous and future learning.</p>	<p>The teacher makes an attempt to connect the lesson to students' prior knowledge, to previous lessons or future learning but is not completely successful.</p>	<p>The teacher makes clear and coherent connections with students' prior knowledge and future learning—both explicitly to students and within the lesson.</p> <p>The teacher plans and sequences instruction to include the important content, concepts, and processes in school and district curriculum priorities and in state standards.</p>	<p>The teacher uses the input and contributions of families, colleagues, and other professionals in understanding each learner's prior knowledge and supporting their development. The teacher makes meaningful and relevant connections between lesson content and other disciplines and real-world experiences and careers as well as prepares opportunities for students to apply learning from different content areas to solve problems.</p> <p>The teacher plans and sequences instruction that reflects an understanding of the prerequisite relationships among the important content, concepts, and processes in school and district curriculum priorities and in state standards as well as multiple pathways for learning depending on student needs. The teacher accurately explains how the lesson fits within the structure of the discipline.</p>
	Evidence				

**INSTRUCTIONAL PLANNING**

<p><b>INSTRUCTIONAL PLANNING</b></p>	<p><b>KNOWLEDGE OF STUDENTS (Standard 1: Students)</b></p> <p><i>Sources of Evidence:</i> Analysis of Student Data Pre-Conference</p> <p><b>Evidence</b></p>	<p>The teacher demonstrates a lack of familiarity with students' backgrounds and has made no attempts to find this information.</p> <p>The teacher's plan for instruction does not demonstrate an understanding of students' development, preferred learning styles, and/or student backgrounds/prior experiences.</p>	<p>The teacher demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information.</p> <p>The teacher's instructional plan draws upon a partial analysis of students' development, readiness for learning, preferred learning styles, or backgrounds and prior experiences and/or the plan is inappropriately tailored to the specific population of students in the classroom.</p>	<p>The teacher demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information.</p> <p>The teacher's instructional plan draws upon an accurate analysis of the students' development, readiness for learning, preferred learning styles, and backgrounds and prior experiences.</p>	<p>The teacher demonstrates an understanding of the purpose and value of learning about students' background experiences, demonstrates familiarity with each student's background knowledge and experiences, and describes multiple procedures used to obtain this information.</p> <p>The teacher's analysis of student data (student development, student learning and preferred learning styles, and student backgrounds/prior experiences) accurately connects the data to specific instructional strategies and plans.</p> <p>The teacher plans for and can articulate specific strategies, content, and delivery that will meet the needs of individual students and groups of students.</p>
--------------------------------------	--	--	--	--	--

Instruction and Assessment					
		Ineffective	Developing	Proficient	Accomplished
INSTRUCTION AND ASSESSMENT	<p><b>LESSON DELIVERY</b> (Standard 2: Content; Standard 4: Instruction; Standard 6: Collaboration and Communication)</p> <p><i>Sources of Evidence:</i> Formal Observation Classroom Walkthroughs/ Informal Observations</p> <p><b>Evidence</b></p>	<p>A teacher's explanations are unclear, incoherent, or inaccurate, and are generally ineffective in building student understanding. The teacher uses language that fails to engage students, is inappropriate to the content, and/or discourages independent or creative thinking.</p> <p>The teacher fails to address student confusion or frustration and does not use effective questioning techniques during the lesson. The lesson is almost entirely teacher-directed.</p>	<p>Teacher explanations are accurate and generally clear but the teacher may not fully clarify information based on students' questions about content or instructions for learning activities or the teacher may use some language that is developmentally inappropriate, leading to confusion or limiting discussion.</p> <p>The teacher re-explains topics when students show confusion, but is not always able to provide an effective alternative explanation. The teacher attempts to employ purposeful questioning techniques, but may confuse students with the phrasing or timing of questions. The lesson is primarily teacher-directed.</p>	<p>Teacher explanations are clear and accurate. The teacher uses developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking.</p> <p>The teacher effectively addresses confusion by re-explaining topics when asked and ensuring understanding. The teacher employs effective, purposeful questioning techniques during instruction. The lesson is a balance of teacher-directed instruction and student-led learning.</p>	<p>Teacher explanations are clear, coherent, and precise. The teacher uses well-timed, individualized, developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking, including the appropriate use of questions and discussion techniques.</p> <p>The teacher accurately anticipates confusion by presenting information in multiple formats and clarifying content before students ask questions. The teacher develops high-level understanding through effective uses of varied levels of questions. The lesson is student-led, with the teacher in the role of facilitator.</p>
	<p><b>DIFFERENTIATION</b> (Standard 1: Students; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p> <p><b>Evidence</b></p>	<p>The teacher does not attempt to make the lesson accessible and challenging for most students, or attempts are developmentally inappropriate.</p>	<p>The teacher relies on a single strategy or alternate set of materials to make the lesson accessible to most students though some students may not be able to access certain parts of the lesson and/or some may not be challenged.</p>	<p>The teacher supports the learning needs of students through a variety of strategies, materials, and/or pacing that make learning accessible and challenging for the group..</p>	<p>The teacher matches strategies, materials, and/or pacing to students' individual needs, to make learning accessible and challenging for all students in the classroom . The teacher effectively uses independent, collaborative and whole-class instruction to support individual learning goals and provides varied options for how students will demonstrate mastery.</p>

Instruction and Assessment				
	Ineffective	Developing	Proficient	Accomplished
<p><b>RESOURCES</b> <b>(Standard 2: Content; Standard 4: Instruction)</b></p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>Instructional materials and resources used for instruction are not relevant to the lesson or are inappropriate for students.</p>	<p>The teacher uses appropriate instructional materials to support learning goals, but may not meet individual students' learning styles/needs or actively engage them in learning.</p>	<p>Instructional materials and resources are aligned to the instructional purposes and are appropriate for students' learning styles and needs, actively engaging students.</p>	<p>Instructional materials and resources are aligned to instructional purposes, are varied and appropriate to ability levels of students, and actively engage them in ownership of their learning.</p>
<p><b>Evidence</b></p>				

Instruction and Assessment					
		Ineffective	Developing	Proficient	Accomplished
INSTRUCTION AND ASSESSMENT	<p><b>CLASSROOM ENVIRONMENT</b> (Standard 1: Students; Standard 5: Learning Environment; Standard 6: Collaboration and Communication)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>There is little or no evidence of a positive rapport between the teacher and students. For example, the teacher may respond disrespectfully to students or ignore their questions or comments.</p> <p>There are no evident routines or procedures; students seem unclear about what they should be doing or are idle.</p> <p>Transitions are inefficient with considerable instructional time lost. Lessons progress too slowly or quickly so students are frequently disengaged.</p> <p>The teacher creates a learning environment that allows for little or no communication or engagement with families.</p> <p>Expectations for behavior are not established or are inappropriate and/or no monitoring of behaviors occurs. The teacher responds to misbehavior inappropriately.</p>	<p>The teacher is fair in the treatment of students and establishes a basic rapport with them. For example, the teacher addresses students questions or comments but does not inquire about their overall well-being.</p> <p>Routines and procedures are in place, but the teacher may inappropriately prompt or direct students when they are unclear or idle.</p> <p>The teacher transitions between learning activities, but occasionally loses some instructional time in the process.</p> <p>The teacher welcomes communication from families and replies in a timely manner.</p> <p>Appropriate expectations for behavior are established, but some expectations are unclear or do not address the needs of individual students. The teacher inconsistently monitors behavior.</p>	<p>The teacher has positive rapport with students and demonstrates respect for and interest in all students. For example, the teacher makes eye contact and connects with individual students.</p> <p>Routines and procedures run smoothly throughout the lesson, and students assume age-appropriate levels of responsibility for the efficient operation of the classroom.</p> <p>Transitions are efficient and occur smoothly. There is evidence of varied learning situations (whole class, cooperative learning, small group and independent work).</p> <p>The teacher engages in two-way communication and offers a variety of volunteer opportunities and activities for families to support student learning.</p> <p>A classroom management system has been implemented that is appropriate and responsive to classroom and individual needs of students. Clear expectations for student behavior are evident. Monitoring of student behavior is consistent, appropriate, and effective.</p>	<p>The teacher has positive rapport with students and demonstrates respect for and interest in individual students' experiences, thoughts and opinions. For example, the teacher responds quietly, individually, and sensitively to student confusion or distress.</p> <p>Routines are well-established and orderly and students initiate responsibility for the efficient operation of the classroom.</p> <p>Transitions are seamless as the teacher effectively maximizes instructional time and combines independent, collaborative, and whole-class learning situations.</p> <p>The teacher engages in two-way, ongoing communication with families that results in active volunteer, community, and family partnerships which contribute to student learning and development.</p> <p>A classroom management system has been designed, implemented, and adjusted with student input and is appropriate for the classroom and individual student needs. Students are actively encouraged to take responsibility for their behavior. The teacher uses research-based strategies to lessen disruptive behaviors and reinforce positive behaviors.</p>
	Evidence				

Instruction and Assessment		Ineffective	Developing	Proficient	Accomplished
INSTRUCTION AND ASSESSMENT	<p><b>ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)</b></p> <p><i>Sources of Evidence:</i>            Pre-Conference            Formal Observation            Classroom Walkthroughs/            Informal Observations            Post-Conference</p>	<p>The teacher does not routinely use assessments to measure student mastery.</p> <p>The teacher rarely or never checks the students' understanding of content. The teacher fails to make adjustments in response to student confusion.</p> <p>The teacher persists in using a particular strategy for responding to misunderstandings, even when data suggest the approach is not succeeding.</p> <p>The teacher does not provide students with feedback about their learning.</p>	<p>The teacher uses assessments to measure student mastery, but may not differentiate instruction based on this information.</p> <p>The teacher checks for student understanding and makes attempts to adjust instruction accordingly, but these adjustments may cause some additional confusion</p> <p>The teacher gathers and uses student data from a few sources to choose appropriate instructional strategies for groups of students.</p> <p>Students receive occasional or limited feedback about their performance from the teacher.</p>	<p>The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, although the teacher may not be able to anticipate learning obstacles.</p> <p>The teacher checks for understanding at key moments and makes adjustments to instruction (whole-class or individual students).The teacher responds to student misunderstandings by providing additional clarification.</p> <p>The teacher gathers and uses student data from a variety of sources to choose and implement appropriate instructional strategies for groups of students.</p> <p>The teacher provides substantive, specific, and timely feedback of student progress to students, families, and other school personnel while maintaining confidentiality.</p>	<p>The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, as well as examines classroom assessment results to reveal trends and patterns in individual and group progress and to anticipate learning obstacles.</p> <p>The teacher continually checks for understanding and makes adjustments accordingly (whole-class or individual students). When an explanation is not effectively leading students to understand the content, the teacher adjusts quickly and seamlessly within the lesson and uses an alternative way to explain the concept.</p> <p>By using student data from a variety of sources, the teacher appropriately adapts instructional methods and materials and paces learning activities to meet the needs of individual students as well as the whole class.</p> <p>The teacher provides substantive, specific, and timely feedback to students, families, and other school personnel while maintaining confidentiality. The teacher provides the opportunity for students to engage in self-assessment and show awareness of their own strengths and weaknesses. The teacher uses student assessment results to reflect on his or her own teaching and to monitor teaching strategies and behaviors in relation to student success.</p>
	<b>Evidence</b>				

Professionalism					
		Ineffective	Developing	Proficient	Accomplished
<b>PROFESSIONALISM</b>	<p><b>PROFESSIONAL RESPONSIBILITIES</b> (Standard 6: Collaboration and Communication; Standard 7: Professional Responsibility and Growth)</p> <p><i>Sources of Evidence:</i> Professional Development Plan or Improvement Plan; Pre-conference; Post-conference; daily interaction with others</p>	<p>The teacher fails to communicate clearly with students and families or collaborate effectively with professional colleagues.</p> <p>The teacher fails to understand and follow regulations, policies, and agreements.</p> <p>The teacher fails to demonstrate evidence of an ability to accurately self-assess performance and to appropriately identify areas for professional development.</p>	<p>The teacher uses a variety of strategies to communicate with students and families and collaborate with colleagues, but these approaches may not always be appropriate for a particular situation or achieve the intended outcome.</p> <p>The teacher understands and follows district policies and state and federal regulations at a minimal level.</p> <p>The teacher identifies strengths and areas for growth to develop and implement targeted goals for professional growth.</p>	<p>The teacher uses effective communication strategies with students and families and works effectively with colleagues to examine problems of practice, analyze student work, and identify targeted strategies.</p> <p>The teacher meets ethical and professional responsibilities with integrity and honesty. The teacher models and upholds district policies and state and federal regulations.</p> <p>The teacher sets data-based short- and long-term professional goals and takes action to meet these goals.</p>	<p>The teacher communicates effectively with students, families, and colleagues. The teacher collaborates with colleagues to improve personal and team practices by facilitating professional dialogue, peer observation and feedback, peer coaching and other collegial learning activities.</p> <p>The teacher meets ethical and professional responsibilities and helps colleagues access and interpret laws and policies and understand their implications in the classroom.</p> <p>The teacher sets and regularly modifies short-and long-term professional goals based on self-assessment and analysis of student learning evidence.</p>
	<b>Evidence</b>				

**APPENDIX D**

**EDISON LOCAL SCHOOL DISTRICT**

**Absence Report and/or Application for Sick Leave**

Employee's Name \_\_\_\_\_ Date \_\_\_\_\_  
School Assigned \_\_\_\_\_ Number of Days \_\_\_\_\_  
Type Leave: Sick \_\_\_\_\_ Personal \_\_\_\_\_ Professional \_\_\_\_\_ Vacation \_\_\_\_\_ Other \_\_\_\_\_  
Substitute \_\_\_\_\_ Number of Days \_\_\_\_\_

The undersigned hereby is making application for the use of the sick leave as provided in Section 3319.141 ORC and Article V, Section H of the Negotiated Agreement. This request for sick leave is justified for the following reason:

- \_\_\_\_\_ 1. Personal illness, pregnancy, or injury.
- \_\_\_\_\_ 2. Illness, injury, or death in immediate family. (Give relationship)

I request \_\_\_\_\_ days \_\_\_\_\_ leave for the following dates:  
Month: \_\_\_\_\_ Days: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

Total Number of Days Requested \_\_\_\_\_

\_\_\_\_\_  
Employee's Signature

If a physician was consulted, indicate below the name and address of the physician.  
Physician's Name \_\_\_\_\_ Address \_\_\_\_\_  
Dates Consulted \_\_\_\_\_

Falsification of a statement is grounds for suspension or termination of employment under Sections 3319.081 and 3319.16 ORC.

APPENDIX E

**EDISON LOCAL SCHOOL DISTRICT**  
14890 SH 213  
PO Box 158  
Hammondsville, OH 43930

**Tel: 330-532-3199**  
**740-282-0068**

Name \_\_\_\_\_

Social Security Number \_\_\_\_\_

BCI check \_\_\_\_\_

FBI check \_\_\_\_\_

Both \_\_\_\_\_

By signing this form, I certify that I am a member of the ELEA bargaining unit and am entitled to this benefit.

\_\_\_\_\_  
Name \_\_\_\_\_ Date \_\_\_\_\_

**This form must be presented at the Jefferson County ESC at the time of the background check.**

**PLEASE PROVIDE A COPY OF THE RESULTS TO THE EDISON LOCAL SCHOOL DISTRICT**



**COMMITMENT**  
**ACHIEVES**  
**TOTAL**  
**SUCCESS**

## Edison Local District Mileage Table 2013-2014

	<b>Edison High School</b>	<b>Stanton</b>	<b>John Gregg</b>
<b>Edison High School</b>		10.1	11.9
<b>Stanton</b>	10.1		18.2
<b>John Gregg</b>	11.9	18.2	

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made between the Edison Local School District Board of Education ("Board" or "District") and the Edison Local Education Association ("Association" or "ELEA") on this \_\_\_ day of January, 2014.

WHEREAS, the Board and Association (the "Parties") recently negotiated a labor contract effective from June 15, 2013, through June 14, 2015; and

WHEREAS, the Parties are preparing the new labor contract for review and distribution to their respective constituents and have identified a matter upon which clarification is desired to avoid a potential future dispute.

NOW THEREFORE, the Parties agree that in the best interest of the students of this District, the following terms are agreed upon:

1. The Board and the Association agree that the Teaching Pre-Observation Forms shall be modified to delete the following sentence:  
  
"Pre conference meeting highly recommended and can be required by either the Teacher or the Administrator."
2. This MOU is contingent upon adoption by the Association's Executive Committee and approval by the Board of Education.
3. This MOU will expire on June 14, 2015, the end date of the successor agreement.
4. This MOU is on a non-precedent setting basis.

IT IS SO AGREED.

FOR THE BOARD:

Bill Bente

Date: 1/13/14

FOR THE ASSOCIATION:

Kathy Stewart

Date: 1/10/14