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EDISON

LOCAL SCHOOL DISTRICT

AGREEMENT

between

EDISON LOCAL BOARD OF EDUCATION

and

**EDISON ADMINISTRATIVE
ASSISTANTS' ASSOCIATION**

**Effective July 1, 2015
Through June 30, 2017**

Mrs. Jodi R. Harris, President
Mr. Matthew R. McClester, Vice President
Mr. Fritz E. Berckmueller, Member
Mr. James Mark Suhanic, Member
Mr. Mr. Jeffrey J. Whitacre, Member

Mr. Thomas C. Roth,
Superintendent
Mrs. Anne M. Arnold,
Treasurer

TABLE OF CONTENTS

		<u>Page/s</u>
Article 1	Recognition.....	1
Article 2	Agreement.....	1-2
Article 3	Work Place Rights.....	2
Article 4	Board Rights.....	3
Article 5	Association Rights.....	4-5
Article 6	Negotiations.....	5-9
Article 7	Compliance with Contract.....	9
Article 8	Addressing Grievances.....	9-12
Article 9	Leave Provisions.....	12-18
Article 10	Contracts.....	18-19
Article 11	Personnel Files.....	19-20
Article 12	Seniority.....	20-21
Article 13	Worker’s Compensation.....	21
Article 14	Health Examinations.....	21-22
Article 15	Criminal Background Check.....	22
Article 16	Drug Free Workplace.....	22 -23
Article 17	Tobacco Free Environment.....	23
Article 18	Work Rules.....	23-24
Article 19	Evaluations.....	24
Article 20	Work Day and Year.....	24-27
Article 21	Transfers and Vacancies.....	27-28
Article 22	Reduction in Force.....	28-30
Article 23	Complaints against Administrative Assistants.....	30-31
Article 24	Corrective Performance Action.....	32-34
Article 25	Retirement Contributions.....	34-35
Article 26	Salary.....	35
Article 27	Health Insurance.....	35-38
Article 28	Severance Pay.....	38-40
Article 29	Certificates/Licenses.....	39-40
Article 30	Expense Reimbursement.....	40-41
Article 31	Professional Development.....	41-43
Article 32	Open Enrollment.....	43
Article 33	Agreement.....	43-44
	Salary Schedule.....	45
	Working Spouse Coverage.....	46
	Edison Local Schools – Non-Certified Health Care Plan.....	47-51
	Certificate.....	52

ARTICLE 1

RECOGNITION

1.1 Bargaining Unit

The Edison Board of Education, (referred to hereafter as the Board), recognizes the Edison Administrative Assistants' Association, (referred to hereafter as the Association), as the sole and exclusive bargaining representative of all regular full-time and part-time administrative assistant employees including the following positions: elementary office administrative assistant, middle school office administrative assistant, high school office administrative assistant, athletic department administrative assistant, Special Education/Preschool Services administrative assistant, and Director of Curriculum and Instruction administrative assistant.

If an employee is in a dual classification and one of the classifications is within the jurisdiction of another union, the highest number of hours worked in a classification shall determine which union bargaining unit has jurisdiction over the employee and their benefits.

When the Curriculum Director administrative assistant position becomes vacant due to resignation, retirement, bids or transfer to another position within the district, this position will return to the bargaining unit as covered by the Association.

1.2 Exempted Employees

Excluded from the bargaining unit are substitute administrative assistants, contracted service providers who perform secretarial "piece work" and administrative assistants designated by the Ohio Revised Code as a confidential employee.

1.3 Exclusive Right

The Board will not recognize any other outside organization or association for the purposes of collective bargaining or redress of grievances.

ARTICLE 2

AGREEMENT

2.1 Agreement

This Agreement consists of the entire Agreement between the Board and the Association. It supersedes all previous negotiated agreements. It can be modified by the mutual consent of both parties via a memorandum of understanding or negotiations.

2.2 Duration

This agreement shall remain in full force from July 1, 2015 to June 30, 2017.

2.3 Conflict With Law

As provided in Ohio Revised Code (4117.10) the provisions of this Agreement supersede and prevail over any conflicting provisions found in ORC 4117.

2.4 Invalidity by Law

Should any terms or provisions of this Agreement become invalid or unenforceable by reason of law, court ruling, or governmental order, rule, or directive, only said terms/provisions shall become invalid or enforceable. It will not effect or impair any other provisions.

Should any terms or provisions of this Agreement be rendered invalid or unenforceable as described above, the Board and Association shall enter into negotiations for the purpose of replacing those terms or provisions. Said negotiations will comply with the provisions and processes described in Article 6.

2.5 Compliance

The Board and the Association shall make every effort to comply with the provisions found within this document.

ARTICLE 3

WORK PLACE RIGHTS

3.1 Equal Rights/Nondiscrimination

The Board and the Association agree that there is no place for discrimination in the work place. Said parties also agree that the terms of this Agreement shall be uniformly applied without regard to age, color, religion, gender, national origin, sexual preference, disability or handicapping condition. Should workplace discrimination occur it will be reported to the proper authorities.

ARTICLE 4

BOARD RIGHTS

4.1 Board Rights

The following rights are reserved to the Board:

1. 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;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of school district operations;
4. Determine the overall methods, process, means, or personnel by which school district operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the school district;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the school district.

Said rights shall be held inviolate unless the Board chooses to make them a subject of collective bargaining. Any modifications to the Board's rights shall be specified in this Agreement.

4.2 Exercise of Power

The Board has the right to exercise the above rights and powers by establishing and enforcing district policies, rules, regulations, and practices. The Board may also change district policies, rules, regulations and practices in order to facilitate the operations of the district.

ARTICLE 5

ASSOCIATION RIGHTS

5.1 Association Rights

The Association by virtue of its position as the sole and exclusive bargaining representative of the administrative assistants is extended the following rights so that it can effectively represent and communicate with its members:

1. Use of the district's facilities for meetings upon notification of the administrator in charge of such building. Permission to use such facilities shall be given as long as it does not interfere with any previously authorized activity in said building.
2. Use of Board-owned equipment including typewriters, computers, calculators, duplicating equipment, public address equipment, and audio-visual equipment. Permission to use such equipment shall be given as long as it does not interfere with the operation of the school system. Expendable supplies, such as duplication and typing paper, duplicating masters and stencils, will be reimbursed to the Board by the Association.
3. Use of the inter-school mail system in the schools' offices to distribute information to administrative assistants.
4. Use of bulletin boards in lounges or workrooms to disseminate information to administrative assistants.
5. Use of telephones in district buildings to carry out Association business. Association calls are to be made during the employee's lunch period or break time. All telephone fees and toll charges will be paid by the Association. No fees or toll charges shall be charged to the Board.
6. Permission to call meetings of Association members, but not in conflict with other scheduled meetings. Said meetings will not occur during the employees' work hours.
7. Permission for the President of the Association or his/her designated official to visit schools. Upon his/her arrival he/she shall notify the principal of his/her presence. Visits that are made to discuss special problems of administrative assistants must be arranged mutually in advance with the Principal. The visits to the schools must not interfere with duties assigned by the Board and Administration.

8. The President of the Association shall be provided released time without loss of salary or other benefits to conduct Association business. Permission to conduct such business shall be given as long as it does not interfere with district building operations.

5.2 No Reprisals

The Board will not take any reprisals against any employee for joining the Association or for participating in any of its activities. The Association will not take any reprisals against an administrative assistant who refuses to join the Association.

ARTICLE 6

NEGOTIATIONS

6.1 Initiating the Process

Either party may initiate the negotiations process by serving written notice on the other party of its desire to negotiate a new agreement. Such notice shall not be served before March 1 or after March 20 of the year in which the Agreement expires. This notice shall state the party's desire to bargain as outlined in Ohio Revised Code, Chapter 4117.

The written notice of the initiating party's desire to negotiate shall be served on the Superintendent or Association President.

6.2 First Meeting

The first meeting shall be scheduled within ten (10) days of the receipt of notice requesting negotiations and the first meeting shall be held no later than twenty (20) days from the receipt of notice.

At the first meeting, the list of items to be negotiated will be made, listing the items submitted for negotiations by both the Board and the Association.

Once the list to be negotiated is approved by both negotiation teams, no new matters shall be introduced for consideration during the course of this negotiations meeting without mutual consent of both teams.

6.3 Negotiations Teams

Each negotiations team shall have no more than two (2) members. Each team is responsible for the conduct of its members.

No other person or persons shall be present during the negotiations meeting unless mutually agreed upon by members of both negotiation teams. Agreement shall be in writing.

Members of each negotiations team have the power and authority to negotiate, to make proposals, consider proposals, and make concessions in the course of discussion.

6.4 Negotiations Procedures

All negotiations meetings shall be held at the time and place mutually agreed upon by the Association and Board negotiations' teams. Said meetings shall be held in executive session.

During the course of negotiations, items tentatively agreed to shall be reduced to writing and initialed by a representative of each negotiating team. Initialing signifies a tentative agreement on that item pending continuing successful progress of negotiations.

Either team may declare a recess when it appears that meaningful progress cannot be attained. A recess can only commence after mutual agreement for the time and place for the continuation of the negotiations has been determined and item agreement.

Either team may call for a caucus at any time. A caucus shall not be for longer than thirty (30) minutes unless an extension is mutually agreeable to both teams.

All bargaining shall be conducted between negotiations teams. Communications relative to bargaining shall be directed to the chief spokesperson of each party and/or to the employee/employer representative.

During the period of consideration, interim reports of progress may be made to the Association by its representatives and to the Board and Administrators by the Board's negotiating representatives.

During the course of negotiation meetings, joint study committees may be created by mutual consent of the negotiations teams. Members of the study committee will be determined by members of the negotiations teams. The purpose and particular assignment shall be stated at the time the study committee is created as well as the time for a report of the findings.

While negotiations are in process news releases shall be made only with mutual agreement of the negotiations teams. Said releases shall be in writing and each team shall have a copy of the statement prior to release. Agreement on news release shall be the last item of every negotiations session.

6.5 Good Faith Bargaining

Each negotiations team shall bargain in good faith. In the event that an agreement is not reached, both sides shall utilize mediation as a vehicle for resolving any difference. Like negotiations, both teams shall use mediatory services in good faith.

6.6 Mediation and Conciliation

Should agreement on all issues not be forthcoming as a result of negotiations either party may call for the services of the Federal Mediation and Conciliation Service to assist in negotiations.

If a party calls for Mediation involvement, the other party shall join in a joint request. Whatever costs and expenses may be involved for the Federal Mediation and Conciliation Services will be shared equally by the Board and the Association. The Board and the Association agree that the aforementioned Federal Mediation shall supersede all other dispute settlement procedures contained in Chapter 4117.14 O.R.C.

6.7 Agreement and Ratification

When agreement is reached on the items being negotiated, a final written copy shall be submitted to the Association for ratification and then to the Board for its ratification.

6.8 Negotiations Definitions

Ad Hoc Study Committee (joint study committee) - A group given a specific assignment to develop a more meaningful understanding of a given area and to assist the negotiating teams in coming to a mutual agreement. The responsibilities of such study committee shall be determined by the negotiations teams at the time that the study committee is organized. Information reported by the study committee shall be advisory only and not a directive or in any way impose a recommendation of compliance to members of the negotiations teams.

Association - The Edison Administrative Assistants' Association/EAAA.

Board of Education - The Local Board of Education duly elected by residents of the local school district.

Caucus - A limited break in the negotiations session.

Consultants - Advisors to the negotiations team. Individuals who, due to special training, experience, and talents, have abilities to assist in clarifying points under consideration and to assist in resolving misunderstandings.

Day – A “day” in this section shall mean a work day, which is any day that the Board office is open for public business.

Executive Session - A meeting with admittance to be limited to the discretion of the participants calling the meeting.

Good Faith - The willingness to consider, propose, make concessions and counterproposals in an effort to reach a mutually agreed upon position. Good faith requires the participants in the negotiations to provide good and sufficient reasons to proposals and counterproposals. Good faith does not mean that either negotiating team is given authority to make final commitment for the Local Board of Education or the Local Administrative Assistants Association.

Impasse - A deadlock on given item(s) under consideration in negotiations. Impasse is reached when either party determines that further negotiations seem impossible of producing a satisfactory agreement.

Negotiations - To confer, discuss, propose, consider, make counterproposals, in good faith, in an effort to reach mutual agreement on items under consideration.

Negotiations Meeting Period - The period of time when negotiations is recognized to be taking place.

Negotiations Session - The actual conferring of the representatives of the Local Board of Education and the Local Administrative Assistants Association.

Negotiations Team - The body of official representatives of the Local Board of Education or the Local Administrative Assistants Association.

News Release - A report on the status of negotiations, given directly to public news, media personnel (i.e., the newspaper, radio or television news bureau).

Observers - Individuals from the Board, Administration, and the Association that may observe a negotiations meeting. They will not participate at the table or in caucus.

Progress Report - Reports made to the Local Board of Education or the Local Administrative Assistants Association while negotiations are in progress.

Recess - The period of time between negotiations sessions once the negotiation meeting has commenced.

ARTICLE 7

COMPLIANCE WITH CONTRACT

7.1 Compliance With Agreement

The Board and the Association commit themselves to conducting themselves within the parameters of this contract and in accordance with this Agreement. Toward that end, the Association agrees there shall be no strike or slow down and the Board agrees there shall be no lock out during the term of this Agreement and any extension thereof.

ARTICLE 8

ADDRESSING GRIEVANCES

8.1 Definition of Grievance

“Grievance” as used in this Agreement is defined as a complaint, dispute or controversy by an employee or a group of employees which involves the interpretation of application of this Agreement.

An honest and earnest effort shall be made to settle grievances according to the following procedure.

8.2 Grievance Resolution Steps

Step 1: The employee will meet with his/her supervisor to informally discuss the complaint, dispute or controversy and resolve the problem. If the employee is not satisfied with the resolution identified in Step 1, he/she may advance to Step 2.

Step 2: The employee shall, within fifteen (15) work days of the informal meeting/ resolution identified in Step 1, file a written grievance on the adopted Grievance Form. Said document will be served upon the employee’s immediate supervisor.

The employee and supervisor shall schedule a meeting within five (5) work days of receiving the Grievance Form. At this meeting the employee and supervisor will formally discuss the grievance. The employee may be accompanied/represented at this meeting by a representative of the Association.

The supervisor shall give the employee a written answer to the grievance within five (5) work days of the meeting. If the employee is not satisfied with the resolution, he/she may advance to Step 3.

Step 3: The employee shall, within (5) work days of receiving the written response from his/her supervisor, serve the original grievance form, employee commentary and supervisor's written resolution on the Superintendent.

The Superintendent and employee shall schedule a meeting within (5) work days of receiving the grievance petition. At this meeting the employee and the Superintendent will formally discuss the grievance. The employee may be accompanied/ represented by a representative of the Association and the Superintendent may be represented by an individual of his/her choice.

The Superintendent shall give the employee a written answer to the grievance within five (5) work days of the meeting. If the employee is not satisfied with the resolution, he/she may advance to Step 4.

Step 4: The employee shall, within (5) work days of receiving the written response from the Superintendent, serve the original grievance form, employee commentary and the supervisor's and Superintendent's written resolution on the Treasurer of the Edison Local School District serving as his/her capacity as Secretary of the Board of Education.

The Board of Education and employee shall meet within thirty (30) days of the filing of the grievance petition. The meeting may be part of a regularly scheduled Board meeting or a special meeting. The grievance will be discussed in executive session, unless the employee requests a public hearing.

At this meeting the employee and the administrator may be accompanied by a representative and/or any other counsel they may choose. They may also have additional parties present to provide information relative to the claim. At the hearing before the Board both sides may fully present their respective cases.

The Board shall give the employee a written answer to the grievance within five (5) work days of the meeting.

Step 5: If the aggrieved person and the Association are not satisfied with the disposition of Step Four, he/she may elect to submit the issue to the Court of Common Pleas within thirty (30) days after written receipt of the Board's disposition in Step Four.

8.3 Time Limits

If a grievance is not answered by an Administrator within the time limits specified, the grievance shall be resolved in favor of the employee's requested resolution.

Any grievance not advanced to the next level by the employee within the time limit in that level, shall be deemed resolved by the Administration's last answer.

Time limitations at any step of this procedure may be extended by mutual written agreement between representatives of the Board and the Association.

8.4 No Retaliation or Harassment

The filing of a grievance and processing or participating in a grievance shall not be the cause of discipline, discrimination, or retaliation on the part of the Board or its administrators. Further, members of the classified staff shall not use the grievance process as a means to harass the administrators and/or the Board.

8.5 Confidentiality

All documents, communications, and records dealing with a grievance shall be kept on file by the Board and shall be destroyed after two (2) years.

8.6 Communication and Notice

All notices/written responses will be hand delivered with signatures required for proof of delivery or postmarked certified mail to satisfy the time requirements in this article. If for any reason notices/written responses cannot be given to the employee and/or the Administrator, the notice/written response may be presented to the Association president in place of the employee and to the Administrators' designee in place of the Administrator.

8.7 Back Pay Issues

All claims for back salary shall be limited to the amount of salary that the Grievant would otherwise have earned less unemployment, workers' or disability compensation that he/she may have received during the period of the back salary.

A decision calling for back pay in one case does not automatically require a retroactive salary adjustment in any other case.

ARTICLE 9

LEAVE PROVISIONS

Effective August 1, 2013, all leaves will be processed through an online system as designated by the district in place of any paper form. Bargaining unit members will be provided training on the online system in August 2013.

All bargaining unit members shall have all leave time calculated in hours rather than days. The leave time will be prorated based on hours worked.

9.1 Assault Leave

An administrative assistant absent from work due to a physical disability resulting from an assault in the performance of his/her duties by a student or a parent shall be granted leave with pay and without deduction from sick leave for the limit of that disability not to exceed fifteen (15) days. Physical disability suffered as the result of injuries resulting from an assault by another employee of the district shall not qualify for assault leave. The disability shall be physical in nature and shall be medically verified as rendering the employee incapable of performing his/her assigned administrative assistant duties. In case of dispute, medical verification is defined as the majority opinion of three (3) independent physicians certified in the field of medicine most appropriate to care for the specific disability. The administrative assistant shall choose one physician, the Board shall choose one physician and the third shall be chosen by the other two physicians. (Examination cost not covered by insurance will be paid in full by the party against whom the case is decided.)

The employee applying for assault leave shall report, or have reported by another, the details of the assault to his/her supervisor within twenty-four (24) hours of the assault or as soon thereafter as reasonably possible.

The employee shall cause to be filed a criminal complaint against his/her assailant and cooperate fully with the criminal justice system in preparing and prosecuting the case against the alleged assailant. If the cooperation required by this section requires the administrative assistant to miss time from school after he/she has returned from assault leave, such administrative assistant shall be paid wages by the Board for the missed time without deduction from any other leave benefit.

Should a court of competent jurisdiction find the employee guilty of assaulting a student or parent, assault leave will be rescinded and the Board shall take appropriate disciplinary action.

9.2 Bereavement Leave

If an employee's family member, relative, or personal friend dies, the employee will be allowed two (2) days paid bereavement leave per incident. This period may be extended by the Superintendent because of grieving, related responsibilities, and/or other extenuating circumstances. Bereavement days that are extended beyond the maximum of two (2) will be deducted from the employee's sick leave.

Should a situation arise where the above definition does not include any individual for whom an employee wishes bereavement leave, he/she may request leave from the Superintendent.

9.3 Child Care Leave

Employees shall be granted up to one (1) year child care leave to any administrative assistant who is pregnant, who is the husband of a pregnant person, or who is to be the adoptive parent of a child less than five (5) years of age. Said leave will be granted without pay and Board paid fringe benefits. If the administrative assistant is eligible for FMLA leave, the time spent on Child Care Leave shall be counted towards and run concurrent with an employee's FMLA Leave. An employee on child care leave shall not be entitled to advancement on the salary schedule for the period of absence, nor shall any sick or vacation leave accrue during that time.

Application for child care leave must be in writing and submitted as long before the leave is to be taken as feasible.

Administrative assistants on leave under this provision shall be entitled to reinstatement at the expiration of the leave to a position of comparable salary and with the same qualifications as the position held immediately prior to the leave.

An employee on Child Care Leave shall be entitled to maintain health care coverage through exercise of the employee's COBRA rights. Upon an employee's return to duty, eligible group insurance coverage shall become effective on the employee's first day of work.

9.4 Court Leave

Employees required to be absent due to court proceedings or administrative hearings in which the employee is a party (other than those directly related to

his/her employment) will not be paid for the period of absence unless such payment is authorized by the Superintendent or his/her designee.

Employees required to be absent from duty in response to a subpoena or jury summons for a court case or an administrative hearing in which the employee is not a party shall not suffer a loss of pay for the days involved. An employee will be paid his/her full regular compensation provided he/she endorses and forwards to the Board Treasurer any remuneration received for serving as a juror or witness, excluding reimbursement from the court for expenses incurred by reason of such subpoena or summons.

Should an employee be named as a party or called as a witness in a court case or administrative hearing which is directly related to his/her employment in the Edison Schools, the above-stated provisions shall apply to those days of absence.

9.5 Family and Medical Leaves

In accord with Federal Law (PL 103-3), any eligible administrative assistant is entitled to take up to a combined total of twelve (12) weeks of unpaid leave per contract year in the following four (4) situations:

1. The birth and first-year care of a child.
2. The adoption or foster placement of a child.
3. The care of an employee's spouse, parent, or child who has a serious health condition.
4. A serious health condition of the administrative assistant that makes him/her unable to perform the functions of his/her position. Such a condition may be an illness, injury, impairment, or physical or mental condition that involves in-patient care or requires continuing treatment by a health-care provider (M.D. or D.O.).

Eligible employees shall be those employees who have worked for the Edison Schools for at least one (1) year and who worked for at least 1250 hours over the previous twelve (12) months.

Administrative assistants who take leave under this provision are entitled to the continuation of insurance benefits during the period of leave. During this period of leave the Board shall pay the same premium as if the administrative assistant were working. Upon returning to work, the administrative assistant is entitled to continuation of the same insurance benefits provided all administrative assistants of the district.

Upon returning from leave, the Board will restore the employee to the same or an equivalent position. If an employee on family medical leave decides not to return to work, then the Board will charge the administrative assistant for the amount of the insurance premiums that the Board paid for that administrative assistants' health care coverage during his/her leave, unless there is a continuation, recurrence, or onset of a serious health condition or other circumstances beyond the employee's control.

If both spouses are employed by Edison Board of Education, the combined amount of leave under this provision for both persons for birth, adoption, foster placement or family illness will be limited to twelve (12) weeks. Leave for personal illness is not subject to this limitation.

If purposes of this section, an employee may exercise rights under FMLA during any "rolling" 12-month period, meaning once the employee completes leave under FMLA, the 12-month period shall begin.

The Board and its employees are subject to all other provisions and requirements of the Family and Medical Leave Act of 1993 which are deemed to be incorporated into this Agreement.

Since this leave is mandated by federal law, it is understood that if the federal government no longer mandates this program, this section will be null and void.

9.6 Humanitarian Service Leave

A leave of absence without pay up to two (2) years will be granted to any administrative assistant who joins the Peace Corps, VISTA, and is a full-time participant in any of these programs. Upon return from such leave, an administrative assistant will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.

The Board, at its discretion, pursuant to legitimate staffing needs, may extend or circumscribe such leave to coincide with the beginning and end of a school semester. In no case will the Board be obligated to reinstate a person on leave until the leave has expired. Such discretion shall be exercised reasonably and shall not be arbitrary or capricious.

9.7 Military Leave

Military leave shall be granted to administrative assistants pursuant to Ohio Revised Code and Federal Law. Benefits will be granted as specified by law.

9.8 Personal Leave

The Board will grant up to four personal (4) days leave – one (1) is restricted and three (3) unrestricted during each school year without loss of salary or charge to other types of leave. Personal leave is a privilege granted by the Board to allow administrative assistants to conduct business or personal matters which cannot be conducted outside the regular school day. Restricted personal leave may not be used for vacations, extending holidays, social or recreational activities, shopping trips, hobby activities, secondary employment, or job hunting. It is understood that abuse of personal leave and/or falsification of a personal leave request is grounds for disciplinary action up to and including termination.

Except in an emergency, a request for personal leave must be made to the Building Principal or immediate supervisor in writing on the form provided at least three days prior to the leave.

Personal leave application shall not be unreasonably denied. However, the benefit is not intended to extend holidays or official school recesses. Except in emergency circumstances, a request for personal leave during, immediately prior to, or following a holiday/official school recess during the school year will not be granted. If an employee wishes to use personal leave prior to a holiday or official school recess, he/she may petition the Superintendent for leave. If the Superintendent agrees good cause exists personal leave may be granted.

All bargaining unit employees shall be compensated for any unused personal leave, up to a maximum of two (2) days, at 100% of their daily rate of pay.

Should an employee exhaust all of his/her personal leave during the course of the school year and need additional time, he/she may petition the Superintendent in writing for additional personal leave. In such circumstances the Superintendent will determine if sufficient cause exists to grant additional leave.

9.9 Professional Improvement Leave

Leaves may be granted for professional improvement activities. Said activities may be at the administrative assistant's or district's request. Professional Improvement Leave must be authorized by the employee's supervisor.

The following expenses may be paid by the Board for those who receive approval to attend such conferences:

- (a) Travel by car is reimbursed at the rate currently approved by the Board of Education.

- (b) Claims for lodging must be accompanied by a receipt marked "paid". Telephone calls, room service, and tips are not reimbursable.
- (c) Registration fees.
- (d) Claims for necessary meals must be accompanied by receipts. Tips are not reimbursable.

Requests for Professional Leave shall be made in writing at least ten (10) work days in advance by the employee. Said request shall include the date, place, and nature of the meeting, and an estimate of expenses. Applications shall be submitted to the employees principal and/or supervisor and then to the Superintendent. At time of approval the administrative assistant shall be informed of maximum amount of expenses to be reimbursed.

Availability of substitutes at the time of request may be a determining factor in the approval.

9.10 Sick Leave

Sick leave is available to employees who because of illness, disability, or other reasons prescribed by law are unable to perform their assigned work with reasonable comfort.

Sick leave may be extended to an employee who must care for a spouse or minor children for non-critical illness. Sick leave may be extended to an employee who must care for a father, mother, sister, brother, adult and minor children and relative for whom the employee has a legal responsibility in the event of a critical illness. Sick leave will apply only for the period during which said individual is hospitalized. Sick leave may be extended to employees who must care for a parent, grandparent, child, grandchild, sister, brother, husband, wife, and anyone living in the same household as the employee who have a fatal illness. Sick leave may be extended to employees in a medical or dental appointment if they are necessitated by an emergency.

Where possible, an employee must notify his/her supervisor on the evening prior to absence that he/she will be absent the next day. If this is not possible, such notice must be given the next morning before 6:30 a.m., except in an extreme emergency. The employee must notify his/her supervisor before the end of the day on the day before the employee is to return to work. The Board will, at all times, attempt to maintain an adequate list of substitutes.

Should the schools be closed during the period of an employee's Sick Leave by an "emergency" day or holiday; as called by the Superintendent, such employee will not be charged with a Sick Leave day.

Unused Sick Leave will accumulate up to two hundred forty-five (245) days, for the twelve month employees. Employees working less than twelve months will have the amount of sick days they may accumulate prorated to the number of months/hours they work. The Board reserves discretion to advance Sick Leave to any employee who has exhausted his/her earned Sick Leave.

The sick leave provisions found in O.R.C. 3319.141 are incorporated into this agreement.

ARTICLE 10

CONTRACTS

10.1 Contracts

The Board shall provide each employee a written contract as stipulated by the Ohio Revised Code and Board adopted policies. Said contract shall specify total number of duty days.

10.2 Salary

In consideration of the services rendered by the employee, the Board will pay the employee a base annual salary as prescribed by the salary schedule of the school district, according to years of experience, whether existing or hereafter adopted. The compensation to be paid under a contract shall be according to the existing salary schedule and that amount shall appear on the contract.

10.3 Certification

The President and Treasurer of the Board, by affixing their signatures to a contract, represent that all necessary implementing resolutions have been adopted by the Board and that a copy of the Board's existing Policies affecting the performance of professional duties have been made available to the employee.

10.4 Initial Contract

Upon being initially employed by the Board an employee will be given a one-year limited contract. Unless the Board acts to renew this contract on or before April 30, this initial contract will automatically expire at the conclusion of the last contracted

day without any specific action required of the Board. By April 1 each school year, the Superintendent shall provide a written notice of this automatic expiration provision to each administrative assistant, if any, serving under his/her initial contract.

10.5 Subsequent Contracts

After successful completion of this initial 1 year contract, such employee will be offered a two (2) year contract. Upon the successful completion of the two (2) year contract term, the employee will be offered a continuing contract.

10.6 Part Time Employees

Employees who are not full time (12 months/8 hrs. per day) will have their salaries and fringe benefits prorated. Their compensation will be based on a percentage of their assigned time as compared to full time employees.

10.7 Resignation

An employee may resign from his/her position provided he/she gives a two-week notice. Said notice will be given to the employee's supervisor.

ARTICLE 11

PERSONNEL FILES

11.1 Personnel File

A personnel file of all employees shall be maintained in the office of the Board. This shall be the only official file of recorded information of professional staff members maintained by the Board and Administration.

11.2 Access to Files

Individual employees shall have access to their personnel file. Requests of employees to have access to their personnel files shall be handled by the Superintendent or his/her designee. The Superintendent will comply with a request to view an individual's file in a reasonable and timely manner.

11.3 Notification

Information will not be added to an employee's personnel file without his/her notification. An employee will be entitled to copies of his/her personnel file at

his/her expense. The cost of copying will be the prevailing rate as specified by lease agreements.

11.4 Disputes Over File Content

If an employee disputes the accuracy, relevance, timeliness, or completeness of the information in his/her file, he/she may request that the Board investigate the current status of the information within a reasonable time of receiving the request. The Board must make a reasonable investigation to determine if the disputed information complies with the provisions of law.

Said employee shall have the right to add rebuttal or request a hearing with the Board of Education on any material in his/her file that he/she deems incorrect or incomplete.

Any material which might result in disciplinary action shall be expunged from the employee's personnel file in accordance with the District's records retention policy.

11.5 Public Access

The Board will comply with state and federal law, rules, and regulations relative to public access to personnel files.

ARTICLE 12

SENIORITY

12.1 DEFINITION

Seniority shall be defined as an employee's uninterrupted length of continuous service within the District regardless of prior classification. Authorized paid leaves shall not constitute an interruption of continuous service.

Seniority is broken when an employee (1) quits/resigns, (2) is terminated or non-renewed, or (3) fails to report for work when recalled from layoff within fourteen (14) calendar days from the date on which the employer sent the employee notice.

12.2 Computation of Seniority

Seniority shall be computed from the first day the employee is granted regular employment by the Board.

12.3 Seniority Lists

Within thirty (30) days after the signing of the Agreement, the Employer shall provide the Association with a copy of a current seniority list. The Association may meet with the Employer to review the list whenever necessary to correct and/or review the same. The seniority list shall contain, in order of seniority, names and dates of hire of each administrative assistant.

An updated list of seniority shall be given to the Association President each school year by the Superintendent.

ARTICLE 13

WORKER'S COMPENSATION

13.1 Protection of Law

Employees shall be covered by the Worker's Compensation Law (Section 4123.01 O.R.C.). This law provides coverage for any injury or death incurred in the course of or arising out of their employment.

13.2 Reporting An Injury

An injury incurred while performing or occurring as a result of assigned responsibilities shall be reported to the injured administrative assistant's supervisor within 24 hours of the injury and an application shall be completed in the Treasurer's Office by the employee or his/her designee within 72 hours of the injury.

13.3 Options

The employees shall have an option of submitting a claim under Worker's Compensation or using unused sick leave.

ARTICLE 14

HEALTH EXAMINATIONS

14.1 Medical Examination

The Board may on occasion require a medical examination of an employee should it suspect the employee has a medical condition that may interfere with school

operation. When such an exam is required by the Board, the examination will be administered by a physician mutually agreed upon by the Board and the administrative assistant. If agreement is not reached on a physician, the employee may be examined by the physician of her choice, but the Board reserves the right to require a second opinion from a physician selected by the Board. The cost of all such exams shall be at Board expense.

14.2 Non Compliance

Employees who fail to comply with the examinations outlined above will be subject to appropriate action which may include termination.

ARTICLE 15

CRIMINAL BACKGROUND CHECK

15.1 Required Examination

As a condition of employment new employees will undergo an Ohio Bureau of Criminal Investigations (OBCI) background check and, if they have lived less than five (5) years in Ohio, a Federal Bureau of Investigation (FBI) background check. Fingerprint checks must be completed and submitted to the district before the first day of employment.

15.2 Results of Checks

Criminal background checks must show that the employee has not committed any crimes that would make him/her ineligible under Ohio Statute to serve in a public school. Individuals who fail said checks will be deemed as having failed to complete employee requirements and be dismissed.

15.3 Responsibility for Checks

The employee is responsible for being fingerprinted and submitting the appropriate forms to the Superintendent's Office before his/her first day of employment and for any criminal background checks required thereafter. Employees are responsible for the cost of the criminal background check.

ARTICLE 16

DRUG FREE WORKPLACE

16.1 Drug Free Workplace

The Board and the Association are in agreement that in accordance with the Drug-Free Workplace Act of 1988 Public Law No. 100-690, that it is their intent to maintain a drug-free workplace and said act is incorporated by reference.

16.2 Violations of Provision

Any employee who admits to, pleads guilty, or is convicted in any court of law for an alcohol or drug offense which is a misdemeanor/felony and which occurs in the workplace shall waive all rights of the negotiated agreement and the Board will act upon the Superintendent's recommendation which shall comply with all laws governing such personnel action by the Board.

ARTICLE 17

TOBACCO-FREE ENVIRONMENT

17.1 Good Health

The Board and Association believe that tobacco use, in any form, in the school and a work environment is not conducive to good health. As an educational organization, the Edison Local Schools must provide effective educational programs and positive examples to students concerning the use of tobacco products.

17.2 Tobacco Free

Recognizing the negative impact on users of tobacco and no-tobacco users, as well as the Ohio Constitution, the Board and Association declare all school-leased and owned buildings, facilities, as well as school-owned and leased vehicles to be designated tobacco-free at all times.

17.3 Information

The Superintendent or his designee will maintain information on community resources for assistance in dealing with tobacco problems.

ARTICLE 18

WORK RULES

18.1 Work Rules

Should legislation be passed at the federal, state, or local level which imposes new regulations and/or requirements that impact upon the bargaining unit represented by the EAAA, the Association President shall be provided copies of such regulations and/or requirements at least thirty (30) days prior to implementation. No bargaining unit member may be reprimanded, disciplined, or suffer any adverse consequences for failure to comply with regulations and requirements which have not been distributed at least thirty (30) days prior to implementation.

ARTICLE 19

EVALUATIONS

19.1 Purpose

Evaluations are intended to assess the employee's job performance, to assist the employee with setting job goals, to determine the employee's ability to adequately perform job functions, and to provide information that will be used as a factor in the determination of employment. Areas recommended for improvements shall be supplemented with suggested ways the employee may obtain new goals or recommended improvements.

19.2 Annual Evaluations

Prior to April 30 of each year, each administrative assistant will have an appraisal of the previous year's performance completed by the supervisor. The appraisal will not be placed in the employee's personnel file until the supervisor has discussed the appraisal with the affected employee, and the employee has had an opportunity to respond to any statements. Such employee response shall be attached to the appraisal and placed in the personnel file.

19.3 Fair Process

Evaluations will be based on facts, work rules, and job descriptions. Evaluation standards will be applied equally to all employee administrative assistants in a classification.

ARTICLE 20

WORK DAY AND YEAR

20.1 Work Year

The total hours each employee is to work will be specified by his/her individual contract. Full time administrative assistants are contracted to 2080 hours per year (52 weeks X 40 hours per week).

Employees who are not full time will have their work year scheduled by his/her supervisor. However, said year, as a general rule, will conform to the student year.

20.2 Work Day

Employees will be compensated for all the days he/she works. The work day for each employee will be specified by the employee's supervisor.

20.3 Work Week

The contracted hours of work shall be the standard work week for all employees. The work week shall be from Monday through Friday.

20.4 Overtime

When an employee is required by his/her supervisor to work in excess of 40 hours in any work week, the employee shall be compensated for those hours work at one and one-half (1.5) times their regular rate of pay.

Employees may be compensated for over time work in wages or compensatory time. The employee and employer must agree as to which method of compensation shall be employed for his/her overtime. All compensatory time hours must be certified in writing, by the building principal/supervisor to the treasurer's office. The treasurer shall keep records of compensatory time and oversee its use. All compensatory time must be used by June 30th in the contract year it is earned.

20.5 Holiday and Calamity Day Work

For purposes of this Article, "school closing/calamity days shall be defined as disease, epidemic, hazardous weather conditions, inoperability of school buses or other equipment, damage to buildings, or utility failure.

When an administrative assistant is required by his/her supervisor to work during one of the first five (5) calamity days or any other school closing, such time worked will be compensated at the administrative assistant's regular rate of pay in addition to their holiday or calamity day pay.

Employees shall be paid their regular salary or rate of pay for holidays or calamity days (including delays) provided each employee accrued earnings on the scheduled work day before and after the holiday or calamity/delay day.

After five (5) calamity days employees will be required to report to work, use vacation leave, personal leave or comp time unless the County has declared a Level 3 Emergency or the Superintendent designates otherwise. Employees who work less than 260 days may make-up the days on a scheduled non work day.

20.6 Holidays

Nine and ten month administrative assistants will receive (7) paid holidays each contract year as follows: Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, President's Day, and Memorial Day.

Eleven and twelve month administrative assistants will receive twelve (12) paid holidays each contract year as follows: Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, and Independence Day.

Holidays falling on Saturday will be observed on Friday and holidays falling on Sunday will be observed on Monday. The exceptions to the extended holiday rule will be - New Year's Day should fall on a Sunday and school is scheduled for Monday.

In order for the ten and eleven month employees to receive the seven (7) or twelve (12) holidays they must be scheduled to work during the pay period in which the particular holiday occurs.

20.7 Vacation

All regular 12 month non-teaching employees shall be entitled to vacation leave at their regular rate of pay according to the following schedule:

During the first year- one week paid vacation

During years two (2) through six (6) - two weeks paid vacation

During years seven (7) through eleven (11) - three weeks paid vacation

During years twelve (12) through sixteen (16) - four weeks paid vacation

During years seventeen (17) or more - five weeks paid vacation

The vacation leave an employee is entitled to each year shall be prorated and credited each month. Employees are free to use their vacation time as they accrue it. Example: A first year employee has worked six months, he/she has accrued 2.5

days of vacation during that time. The employee is entitled to use that time after he/she earns it.

All vacation leave shall be scheduled with and approved by the Superintendent or his/her designee.

Vacation time accrued should be used in the year earned. However, vacation time may be carried or split from one anniversary year to the next, up to a maximum of fifteen (15) days. An administrative assistant will also be compensated for unused vacation, accrued annually, up to a maximum of ten (10) days if the district requests they work in lieu of taking vacation. The compensation paid for unused vacation will be the daily rate at the time the vacation days were accrued.

In the event of separation from employment, an administrative assistant is entitled to compensation for all unused vacation leave. In case of death, all unused vacation leave shall be paid according to O.R.C. 2113.04 or to the estate.

20.8 Lunch Period

All administrative assistants working (5) consecutive hours or more will be provided with at least 30 minutes duty free lunch period. The lunch period will be scheduled by the appropriate supervisor.

ARTICLE 21

TRANSFERS AND VACANCIES

21.1 Assignments and Transfers

The assignment or transfer of an administrative assistant shall be based primarily on the needs of the District. However, it is recognized that an employee's satisfaction with his/her assignment may have an impact upon his/her morale and effectiveness. Therefore, administrative assistants will be assigned on the basis of the needs of the District, qualifications, and an employee preference. When it is not possible to meet all of these conditions, employees will be assigned first in accordance with the needs of the District and where the Administration believes the employee is best suited to serve the needs of the District, and second, according to the preferences of the employee.

21.2 Reason For Transfer

Employee transfers will not be for arbitrary or capricious reasons.

21.3 Seniority and Assignments/Transfers

When more than one current administrative assistant expresses interest in an open position, and when such employees are equally qualified for the position, the administrative assistant with the greatest seniority shall be assigned/transferred to the open position.

21.4 Vacancy Postings

All vacancies will be posted and filed in the Superintendent's office. A copy of all postings will be sent to each building and to the Association President. Administrative assistants desiring consideration should contact the appropriate administrator and submit a written request to the Superintendent within five (5) days of the posting.

During the summer months an attempt to communicate openings will be by a note in paycheck when timely.

21.5 Transferring Classifications

Employees who are administratively transferred from one classification to another will be placed on the salary schedule at an equivalent number of years, but grandfathered at the higher rate of pay of the two jobs; said administrative assistant will not lose the number of years including all benefits already attained as an employee of the district while moving to the new classifications of administrative assistant.

Employees who voluntarily change from one classification to another will be placed on the salary schedule according to the employee's work experience in the new classification.

21.6 Resolution of Dispute

If there is a question of qualifications and a person's assignment and the Association are not satisfied with the Administration's/Board's decision, he/she may elect to submit the issue to the Court of Common Pleas within ten (10) days.

ARTICLE 22

REDUCTION IN FORCE

22.1 Reduction in Force

If it becomes necessary to reduce the number of employees in a job classification due to return to duty after leaves of absence, financial reasons, decreased enrollment of pupils in the district, suspension of schools, or territorial changes affecting the district, the following procedure described under this Article shall govern such layoff.

22.2 Order of Reduction

The number of people affected by reduction shall be kept to a minimum by reducing employees not under continuing contract, not employing replacements, in so far as practical, of employees who resign, retire or otherwise vacate a position.

Whenever it becomes necessary to lay off employees for the reasons stated in Section 1, affected employees shall be laid off according to seniority within the classification according to contractual status (limited contracts first) and according to actual seniority within the classification rather than district-wide seniority, with the least senior employee in the classification to be laid off first. For the purposes of a Reduction-In-Force, seniority shall be solely defined by Article 22.2. Further, that seniority shall be earned and calculated on the basis of the number of hours worked per day, per year in the classification computed from the date of hire (Board action) or appointment to the classification.

22.3 Recall

First recall of affected employees shall be by seniority within the classification, with the most senior employee recalled first. No employee's whose continuing contract has been suspended under this Article shall lose the right to restoration because the employee declined recall to a position requiring fewer regularly scheduled hours of work than required by the position the employee last held while employed in the school district. Limited contract employees shall remain on a recall list for twenty-four (24) months subsequent to a layoff. A laid-off employee shall at all times have the obligation of notifying the Treasurer's office of his/her current residence address.

Seniority for purposes of reduction in force and recall shall be solely defined by Article 22.2. Further, that seniority shall be earned and calculated on the basis of the number of hours worked per day, per year in the classification computed from the date of hire (Board action) or appointment to the classification. Should two or more employees have the same hire date, seniority ranking shall be determined by drawing the highest card from a single suit of cards. The "Ace" is the highest card and the "Two" is the lowest card.

22.4 Bumping

Any Association member on a continuing contract who is reduced or displaced by a layoff shall be eligible to displace employee with the least classification seniority within their current job classification. Any more senior employee who chooses not to displace a less senior member of a job classification may volunteer to be placed on the recall list.

22.5 General Provisions

- a. Authorized leaves of absence do not constitute an interruption in continuous service, but the time on leave does not count in calculating years of service.
- b. An employee affected by reduction in force will be notified no less than thirty days before his/her effective date of layoff.
- c. Recalls to eligible positions shall be sent by certified mail by the Treasurer to the laid off employee's current address that is on file.
- d. The laid off employee has ten (10) calendar days of receipt of the recall notice to accept the position and to notify the Superintendent in writing.
- e. An employee shall lose his/her recall rights, if the employee fails to respond to the notice of recall within ten calendar days or if the position offered to a continuing contract employee is not equal in hours to the employee's previous position.
- f. During a period of reduction in force, vacancies in classifications in which a lay off occurred shall be offered first to those employees not on the recall list in accordance with Article 19 (Transfers/Vacancy Notices). However an employee on recall may apply for Board vacancies with the same rights and privileges as any bargaining unit member. Vacancies which are not filled after this procedure shall then be offered to employees in reverse order of layoff. The employee shall be notified by certified mail addressed to the employee's last know address.

ARTICLE 23

COMPLAINTS AGAINST ADMINISTRATIVE ASSISTANTS

23.1 Relations With Public

The Board considers that good relations between the community and the school are some of the most important responsibilities of the Board, the Administration, and the staff.

23.2 Complaints

The Board also believes that any person having a complaint against an administrative assistant should refer that complaint to the appropriate administrator. The administrator will then notify the administrative assistant of an alleged complaint.

23.3 Meeting to Resolve

If requested by either the complainant or the administrative assistant, the appropriate administrator will attempt to arrange a meeting involving the administrative assistant and the complainant to discuss the complaint.

23.4 Further Appeal

If the complaint is not resolved at the administrative level to the satisfaction of the complainant or the administrative assistant, either party may request a meeting with the Board. Before considering the complaint, the Board will request that either party follow the administrative step above, and further, the Board will request that any complaint or response be in writing. The Board will consider complaints and/or the response at its next regular or special meeting in executive session.

23.5 Association Representation

At each stage of the complaint procedure an administrative assistant may request and be accompanied by an Association Representative.

23.6 Written Documentation

A copy of any written complaint or of any record made of an oral complaint shall be provided to the employee against whom the complaint has been lodged. Such copy must be provided within four (4) working days. The administrative assistant must sign and date any copy which is to be kept in his/her personnel file. The administrative assistant's signature shall affirm receipt of a copy but does not indicate agreement with the content of the complaint. The administrative assistant may file a written response to such complaint with the appropriate administrator.

23.7 Required Reporting

Nothing in this article will prohibit any administrator from reporting any complaint against an administrative assistant that is required as a result of local, state, and federal laws.

ARTICLE 24

CORRECTIVE PERFORMANCE ACTION

24.1 Reason to Impose

Discipline shall be imposed on employees only for just cause. Discipline may include oral or written reprimand, suspension, disciplinary reduction and termination. Action against an employee shall be imposed for deficient job description performance, frequent violations of work rules, and/or serious violations of Board policies.

24.2 Corrective Actions

The following strategies for corrective action may be employed to correct employee job performance. These are guidelines and, depending upon the severity of the offense/violation for which discipline is deemed necessary, any disciplinary action may be initiated at any step.

Warning

Written notification to the immediate supervisor's file with a copy to the administrative assistant and the personnel file.

Reprimand

Written reprimand to the immediate supervisor, to the personnel file and a copy to the administrative assistant.

Suspension

Penalty of up to one (1) to three (3) days suspension with loss of pay may be given with the approval of the Superintendent. Copy of suspension to the immediate supervisor, personnel file, and the administrative assistant.

Five (5) Day Suspension

Penalty of up to fine (5) days suspension with loss of pay may be given all suspension and or/loss of pay must be with the Superintendent's approval. Written copy to the immediate supervisor, personnel file, and to the administrative assistant.

Termination From Employment

Written copy to the immediate supervisor, personnel file, Board, and to the administrative assistant.

24.3 Disciplinary Procedures

Before an employee may be suspended without pay, terminated, non-renewed or transferred he/she will be given an opportunity to explain his/her side of the situation and be represented in a hearing.

24.4 Hearing Procedures

The administrative assistant shall be given a written notice of his/her right to the preliminary hearing and a written copy of the specific job deficiencies which has led to the hearing. These written documents shall be shared with the administrative assistant not less than two (2) work day's notice of the time and place of the preliminary hearing.

The preliminary hearing shall be informal and shall not be an evidentiary hearing. The administrative assistant may be accompanied at the hearing by a representative of his/her choice. Failure of the administrative assistant to attend at the time and place indicated in the notice shall be deemed to be a waiver of his/her right to such hearing.

24.5 Further investigations and Employment Action

Following this hearing, the Superintendent or his/her designee may conduct a further investigation concerning any matters which may have been raised during the hearing or have otherwise come to the attention of the Superintendent or his/her designee, after which the Superintendent or his/her designee shall take such action or make such recommendation as he/she deems appropriate. The administrative assistant shall be notified in writing of any action taken.

Following the preliminary hearing in any case wherein the Superintendent or his/her designee imposes a suspension of more than three (3) working days, or recommends non-renewal, or termination, the Superintendent or his/her designee shall furnish such administrative assistant with a copy of the order of suspension or recommendation of non-renewal or termination, which order shall state the reasons therefore.

If the Superintendent or his/her designee recommends a suspension or more than three (3) working days, a disciplinary reduction, non-renewal or termination, such recommendation shall be presented to the Board at its next regularly scheduled meeting or at a special meeting called for such purpose. The employee shall be given notice of the date, time, and place of such Board meeting. The employee

shall have the right to a hearing before the Board, which shall be an evidentiary hearing. At said hearing both the employee and the Board may: be represented by a representative of their choosing and may call witnesses who will be examined under oath and may be cross-examined. The Board will also record the hearing via audio tape or stenographer at the expense of the Board.

24.6 Written Documentation

The decision of the Board that results from this hearing shall be written and served on the employee.

Any notices, copies of order or recommendations required by this article to be served upon an administrative assistant shall be served in person; provided, however, in the event the administrative assistant is on any type of leave or is absent without leave when service is attempted, then such service shall be by certified mail sent to the administrative assistant's last address as shown on the Board's records. In said situations, service is deemed complete seventy-two (72) hours after mailing.

24.7 Exceptions to Provision

The provisions of this Article do not apply to the removal of an administrative assistant during his/her probationary period.

24.8 Dockage of Pay

The Board shall have the authority to dock the pay of any administrative assistant for misuse, abuse, and misrepresentation of any leave provision and/or the failure to report timely for work.

24.9 State/Federal Authority

It is expressly understood that the Civil Service Commission shall have no authority or jurisdiction related to the discipline of bargaining unit personnel.

ARTICLE 25

RETIREMENT CONTRIBUTIONS

25.1 SERS Pickup

Effective with the beginning of the 2013-2014 contracts, in the area of retirement, the Board will contribute the required employer's share to the School Employees

Retirement System and the administrative assistant will contribute the required employees share to the School Employees Retirement System as legislated.

ARTICLE 26

SALARY

All step financial increases will be held in abeyance for the 2012-2013 and 2013 - 2014 school years. As of July 1, 2014, employees shall advance two (2) years of experience in regard to steps on the salary schedule pending a wage reopener. As of July 1, 2015 employees shall advance two (2) years of experience in regard to steps on the salary schedule provided they had step increases held in abeyance during both the 2012-2013 and 2013-2014 school years.

All employees shall receive a one-time lump sum of \$400 effective July 1, 2015 to be included in their pay on the December 4, 2015 pay.

26.1 Salary Notice

The Board shall provide each member of the Association a written notice of annual salary in compliance with 3319.082 O.R.C.

26.2 Paychecks

The Board shall pay salaries in twenty-six (26) or twenty-seven (27) installments. A written explanation will be provided for the plan prior to the effective date.

All employees shall receive their pay via electronic direct deposit to their personal bank account. The equivalent of a paycheck stub will be distributed to each employee via email.

26.3 Salary Matrix (see Appendix C)

ARTICLE 27

HEALTH INSURANCE

27.1 Eligibility

The Board of Education provides group insurance for all regular employees who work at least four (4) hours per day. The Board of Education group insurance plan includes medical, prescription drug, and dental. Family medical insurance, prescription, and dental are provided by the Board of Education for each employee who works at least four (4) hours per day.

Once a year employees will register their insurance status on the prescribed district form. Said forms must be submitted to the Treasurer's office by June 1 of each year.

The Board will provide the Association President a copy of any notifications of increase of insurance premiums.

The employee contribution amount for insurance coverage's (medical, dental, and/or prescription drug) is 12% for full-time employees (8 hours per day). Contributions for part-time employees will be prorated based on contracted hours per day.

27.2 Exceptions, Spousal Coordination of Benefits

Implement HESE Working Spouse Language (See Appendix A)

27.3 Change of Status

An employee may enroll in or change the status of his/her insurance coverage due to any of the following conditions: open enrollment period(s), change in marital status, birth or adoption of a child, death of spouse or dependent, any event outside of the employee's control which causes loss of insurance or any event which changes dependent status.

Each new employee and any employee whose insurance status has changed must notify the Treasurer in writing within ten (10) days of said change. The Treasurer shall provide those employees all forms and information to determine the coverage they desire to obtain prior to submission of enrollment forms.

27.4 Insurance Non-participation Reimbursement

Any full time (8 hrs per day or more) employee who is eligible for medical insurance and elects to decline coverage shall receive two thousand dollars (\$2,000). For part-time employees eligible for insurance and covered by this agreement, the Board will pay a pro-rated portion based on the amount of regular contracted time worked by the part-time employee.

Such payment in lieu of participation shall be made in two (2) installments (December 1 and June 1), and shall not be subject to SERS contributions but shall be subject to all other applicable taxes. This insurance waiver may be paid through the Flexible Spending Account if required by law.

Any employee who has elected to participate in this insurance option and during the year loses insurance coverage through divorce, death, job loss, layoff, or any event outside the employee's control which causes loss of insurance shall be provided insurance coverage as provided in this Article upon notification to the district Treasurer, and the stipend shall be pro-rated.

27.5 Insurance Plan Description

See Appendix "B" for description of plans

The Board reserves the right at all times to change insurance carriers, but in the event of a change in carrier, there will not be an attempt by the Board to reduce benefit coverages in existence.

The parties agree to move to the HESE Wellness Plan from the current plan January 1, 2016

The Board will offer an Optional Minimum Value Plan to meet the requirements of the Affordable Care Act. The Plan will be available for any employee as an option to the otherwise approved plan.

27.6 Cafeteria Plan

A Section 125 Cafeteria Plan shall be available to each employee (regardless of insurance coverage). The Plan shall offer:

Tax Free Premiums - Premiums for health, dental, and drug insurance shall be paid before taxes (tax free). This includes all Association members who pay insurance premiums to the Board of Education.

Medical Expense Reimbursement - The Medical Expense Reimbursement Benefit allows you to receive reimbursement for "eligible medical expenses" incurred for the medical care of you and your dependents, to the extent that such expenses are not paid for or reimbursed under an insurance policy or any other plan or arrangement. This includes any Association member who wishes to enroll.

Dependent Care Assistance - The Dependent Care Assistance Benefit allows you to receive reimbursement for dependent care expenses. Such expenses include any amounts paid for providing household services or out-of-home care for qualifying individuals, if such expenses are incurred in order to enable you to continue working. This includes any Association member who wishes to enroll.

Cover Payments to Employees Who Waive Coverage -Employees may elect to change participation annually. The Board shall distribute re-enrollment forms to all

Association members at the beginning of June each year. All members, whether participating or not, shall return a signed enrollment form by June 30th as per federal regulations. (This form will include a provision for those who wish to decline participation.) Any forms not returned shall be considered as declining participation.

27.7 Life Insurance

The Board will provide 100% Board-paid term life insurance for all regular employees according to the schedule below. After the employee attains a certain age, an employee will receive a lesser amount than the amount stated due to the insurance providers age reduction schedule.

12 month - 8 hrs/day	\$50,000
12 month - 6 hrs/day	\$21,000
12 month - 5 hrs/day	\$17,000
12 month - 4 hrs/day	\$16,000
School year - 6 hr & more	\$19,000
School year - 5 hr & more	\$17,000
School year - 4 hr & more	\$16,000

ARTICLE 28

SEVERANCE PAY

28.1 Eligibility

Any employee covered by this contract who has ten (10) or more years of active service with the Board may, at the time of retirement from active service, elect to be paid in cash for one-third (1/3) of the value of his/her accrued but unused sick leave credit. Such payment shall be based on the employee's rate of pay at the time of retirement and shall eliminate all sick leave credit accrued but unused by the employee at the time payment is made. The aggregate value of accrued, but unused, sick leave pay shall not exceed the value of fifty-eight (58) days of sick leave. For this purpose, retirement means that the employee has been approved for retirement by the School Employees Retirement System and will begin receiving monthly retirement payments upon receiving the last pay from the Board.

Employees covered by this contract but working less than full-time will receive severance pay on a percentage formula of their assigned time compared to the assigned time of a full-time employee.

28.2 Death Benefit

Upon the death of an employee during the current contract, his/her estate will be paid severance pay in the amount of one-third (1/3) of the value of the decedent's accrued but unused sick leave credit. Eligibility for payment will be independent of the service time of the deceased. Such payment shall be based on the decedent's rate of pay at the time of death. The aggregate value of accrued but unused sick leave credit so paid shall not exceed the value of fifty-eight (58) days of sick leave.

28.3 Per Diem

For purposes of this article only, an employee's per diem rate of pay shall be calculated by dividing the annual contract amount by the scheduled work days in that contract.

28.4 Thirty Years of Service

Any employee who first becomes eligible with thirty (30) years of service, elects to retire, and is approved by SERS will receive severance pay equal to two-thirds (2/3) of the employee's accrued but unused sick leave multiplied by the employee's per diem rate of pay at the time of retirement. In no event, however, shall the employee's severance pay exceed the value of one hundred and five (105) days of sick leave. Once an employee first becomes eligible with thirty (30) years of service, that employee must take advantage of retirement to receive the two-thirds (2/3) benefit or revert back to Section 28.1 only.

28.5 Twenty-Five Years of Service

Any employee who first becomes eligible for retirement by reaching at least age fifty-five (55) with at least twenty-five (25) years of service, elects to retire, and is approved by SERS will receive severance pay equal to two-thirds (2/3) of the employee's accrued but unused sick leave multiplied by the employee's per diem rate of pay at the time of retirement. In no event, however, shall the employee's severance pay exceed the value of one hundred and five (105) days of sick leave. When an employee is first eligible under this section (28.5) and does not elect to retire, the employee will forfeit any rights to the additional severance pay offered in this provision and will be eligible only for the severance pay provided in Section 28.1 until he/she reaches thirty (30) years of service.

28.6 Board Rights

The Board of Education reserves the right to limit the number of employees taking advantage of Sections 28.4 and 28.5 to two (2) employees per school year. If the number of applicants exceeds two (2), the Board shall approve applications based on continuous years of service in the Edison Schools.

28.7 Notification

An employee wishing to take advantage of Sections 28.4 or 28.5 must inform the Superintendent, in writing, of his/her intent to retire by March 1 of the retirement year.

28.8 Payments of Severance

Payments of severance provided by Sections 28.1 and 28.2 shall be made within thirty (30) days of official retirement or death.

Payments of severance provided by Sections 28.4 and 28.5 shall be made on the first regular pay date in the calendar year following retirement.

ARTICLE 29

CERTIFICATES/LICENSES

29.1 Certificates and Licenses

Employees shall be responsible for filing with the Board all certificates, licenses, and employee forms as required by the Board. The employee shall be responsible for the payment of all fees associated with the filing and renewal charges of all required certificates, licenses, and forms pertaining to the employee's job classification.

In the event an employee is not able to fulfill a certificate or license requirement, the Board will hold the employee's position without pay, for a period of up to ninety (90) work days to allow employees time to meet requirements.

ARTICLE 30

EXPENSE REIMBURSEMENT

30.1 Reimbursement

Administrative assistants who incur expenses in carrying out their authorized duties shall be reimbursed upon submission of a properly filled out and approved voucher and such supporting receipts as are required by the Treasurer.

30.2 Use of Vehicles

When official travel by personally owned vehicle has been authorized by the Superintendent, mileage payment shall be made at the rate currently authorized by the Board. All administrative assistants who are required to travel from one work site to another work site, or from one work site to an assigned geographic location, in the course of the day's assignment via personal owned vehicle shall be reimbursed quarterly at the mileage payment rate currently authorized by the Board. Payment is contingent upon timely documentation on a form provided with administrative pre-authorization required.

30.3 Mileage

The rate of reimbursement for mileage payment shall be at the IRS-approved limit in effect rounded down to the nearest cent.

30.4 Professional Development

The Board will pay the full cost of tuition and fees for approved courses, workshops, seminars, inservice training sessions or other programs which an administrative assistant is required to take by the administration. Administrative assistants taking courses required for maintaining certification/licensing in assigned areas may be reimbursed from the Professional Improvement Fund.

ARTICLE 31

PROFESSIONAL DEVELOPMENT

31.1 Professional Growth

The Board and the Association recognize the value of professional development and encourage staff members to pursue growth opportunities in order to benefit the district and individuals members of the administrative assistant staff. The parties mutually agree that the learning process and the quality of the district's services are enhanced when administrative assistants acquire additional expertise.

31.2 Tuition Reimbursement

All administrative assistants of the school district shall be eligible for tuition reimbursement for course work taken at accredited two and four year colleges/universities which in the Board's mind will benefit the district.

31.3 Program Outline

The Board will pay, upon successful completion (B or better), the cost of tuition up to a maximum of one hundred twenty dollars (\$120) per semester hour and eighty dollars (\$80) per quarter hour. Course work must be taken from an accredited college/university. Any course taken on a pass/fail basis will not qualify for reimbursement.

1. Applicants must have course work approved by the Superintendent prior to enrolling in the course in order to qualify for reimbursement. Said courses must be focused toward district goals and services.
2. Reimbursement will be made for graduate or undergraduate courses which fall into one or more of the following categories: (a) courses which are directly related to the administrative assistant's assigned duties; (b) courses which relate to any area listed on the administrative assistant's job description; (c) other course work specifically approved by the Superintendent.
3. The maximum number of hours reimbursable per administrative assistant shall be nine (9) quarter hours or six (6) semester hours per fiscal year.
4. Reimbursement shall be based on a "first-come, first-served" basis determined by the date application is made by the administrative assistant. Requests for tuition reimbursement shall be submitted to the Superintendent on the form provided by the District.
5. Upon completion of a course(s), the administrative assistant should forward a copy of the grade report and a tuition receipt to the Superintendent's office. Reimbursement will be issued within four (4) weeks following submission of grades and receipts.

31.4 Required Coursework

In addition to the above provisions, the Board of Education will pay the full cost of tuition for those courses which an administrative assistant is requested to take by the Board. Said tuition reimbursement will be in addition to all amounts stated in the above provisions.

31.5 Special Training

Administrative assistants will receive a payment of (\$150) dollars per year for successfully completing First Aid training or EMT training. Administrative assistants will receive a payment of (\$150) dollars per year for successfully completing CPR/AED training. Administrative assistants will receive a payment of (\$100) per year for successfully completing Notary Public training. Said training

must be provided by a certified instructor who has been pre-approved by the Superintendent.

Administrative assistants must submit a valid First Aid and/or EMT Card and or CPR/AED Card as proof of their successful completion of training. The card must be submitted to the Treasurer's Office by October 1 of each year to qualify for that payment that year. Compensation of EMT/First Aid and/or CPR training will be made the second pay period in November.

31.6 Substitute Calling

Employees that call to get substitutes for the building/district will receive a payment of (\$200) per semester.

ARTICLE 32

OPEN ENROLLMENT

32.1 Open Enrollment

Dependents of the administrative assistant association members may open enroll their children in the Edison Local School District regardless of place of residence. Enrollment will be on a "first come - first served" basis, with preference for attendance granted to dependents of bargaining unit members prior to all other potential enrollees. The district may consider class size and availability of space in determining whether to accept a staff member's child. The terms of this Article shall not apply to the School District's Preschool program.

32.2 Other

Students on expulsion from their district of residence will not be considered for tuition-free attendance. In addition, students attending school in the district under this provision must exhibit proper conduct. Students, who consistently violate the Code of Conduct, accumulate three (3) or more suspensions in one (1) year, or who are recommended for expulsion, will not be allowed to attend school in the district.

ARTICLE 33

AGREEMENT

33.1 This Master Agreement constitutes the entire agreement between the parties and supersedes all previous negotiated agreements.

33.2 Consistent with Ohio Revised Code Section 4117.10, the provisions of this Master Agreement supersede and prevail over any conflicting provisions of state statute, and such provisions shall be binding on both the Association and the Board.

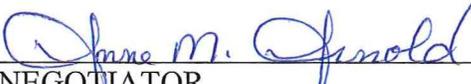
33.3 In the event any of the terms or provisions of this Master Agreement become invalid or unenforceable due to federal law or a court of last resort, such invalidity or unenforceability shall not affect or impair any other provisions hereof. Within sixty (60) days of the date on which a provision hereof becomes invalid or unenforceable, the parties shall enter into negotiations in accordance with Article II for the purpose of negotiating replacement provisions.

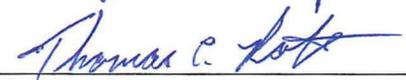
33.4 This Agreement shall become effective July 1, 2015, and shall remain in full force and effect through June 30, 2017, both dates inclusive.

Edison Local Board of Education

By 
its President

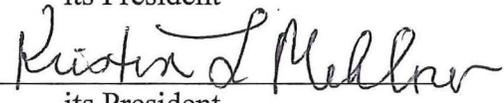
October 21, 2015
Date


NEGOTIATOR


NEGOTIATOR

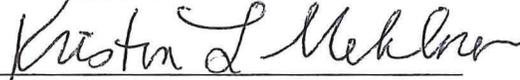
Edison Administrative Assistants'
Association

By 
its President

By 
its President

October 21, 2015
Date


NEGOTIATOR


NEGOTIATOR

FY16 and FY17

SALARY SCHEDULE - Admin Assistants - Building Level

Appendix C

2015-16																					
Hourly Rate	\$ 13.18	\$ 13.97	\$ 14.50	\$ 15.03	\$ 15.42	\$ 15.82	\$ 16.21	\$ 16.61	\$ 17.00	\$ 17.40	\$ 18.06	\$ 18.45	\$ 18.72	\$ 19.11	\$ 19.37	\$ 19.64	\$ 20.03	\$ 20.43	\$ 20.69	\$ 21.09	\$ 21.35
Index	1.000	1.060	1.100	1.140	1.170	1.200	1.230	1.260	1.290	1.320	1.370	1.400	1.420	1.450	1.470	1.490	1.520	1.550	1.570	1.600	1.620
Experience	0	1	2	3	4	5	6	7	8	9	10	12	14	16	18	20	22	24	26	28	29
Base Rate	\$ 13.18																				
FY16																					

2016-17																					
Hourly Rate	\$ 13.18	\$ 13.97	\$ 14.50	\$ 15.03	\$ 15.42	\$ 15.82	\$ 16.21	\$ 16.61	\$ 17.00	\$ 17.40	\$ 18.06	\$ 18.45	\$ 18.72	\$ 19.11	\$ 19.37	\$ 19.64	\$ 20.03	\$ 20.43	\$ 20.69	\$ 21.09	\$ 21.35
Index	1.000	1.060	1.100	1.140	1.170	1.200	1.230	1.260	1.290	1.320	1.370	1.400	1.420	1.450	1.470	1.490	1.520	1.550	1.570	1.600	1.620
Experience	0	1	2	3	4	5	6	7	8	9	10	12	14	16	18	20	22	24	26	28	29
Base Rate	\$ 13.18																				
FY17																					

**

**Huron-Erie School Employee Insurance Association
Working Spouse Coverage
Approved as of July 1, 2008**

If an employee's spouse is eligible to participate, as a current employee, self-employed individual (other than a sole proprietor) in a business or organization (e.g., partner, member), or retiree in group health insurance and/or prescription drug insurance sponsored by his/her employer, business, organization, or any retirement plan, the spouse must enroll for coverage in such employer, business, organization, or retirement plan sponsored group insurance coverage(s) no later than July 1, 2008.

This requirement **does not apply** to any spouse who:

- Works less than 20 hours per week AND is required to pay more than 50% of the single premium to participate in his/her employer's, business's, organization's or retirement plan's group health insurance coverage and/or prescription drug insurance.
- Is employed by another Huron-Erie School Employee Insurance Association (HESE) district, provided the spouse does not receive any available payment (or any other form of remuneration) from that HESE district for waiving health insurance and/or prescription drug insurance coverage.

Upon the spouse's enrollment in any such employer, business, organization, or retirement plan sponsored group insurance coverage, that coverage will become the primary payor of benefits and the coverage sponsored by HESE will become the secondary payor of benefits according to the primary plan's Coordination of Benefits and participation rules.

Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer, business, organization, or any retirement plan, as required by this Section, shall be ineligible for benefits under such group insurance coverage sponsored by HESE.

It is the employee's responsibility to advise the HESE Health Benefit Plan (the "Plan") immediately (and not later than 30 days after any change in eligibility) if the employee's spouse becomes eligible to participate in group health insurance and/or prescription drug insurance sponsored by his/her employer, business, organization, or retirement plan after July 1, 2008. Upon becoming eligible, the employee's spouse must enroll in any group health insurance and/or prescription drug insurance sponsored by his/her employer, business, organization, or retirement plan unless he/she is exempt from this requirement in accordance with the exemptions stated in this Section.

Every employee whose spouse participates in HESE's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Plan, upon request, a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage and/or prescription drug insurance coverage sponsored by the spouse's employer, business, organization, or any retirement plan. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed immediately from all group health insurance and/or prescription drug insurance coverages sponsored by HESE. Additional documentation may be required.

If you submit false information, or fail to timely advise the Plan of a change in your spouse's eligibility for employer (or business, organization, or retirement plan) sponsored group health insurance and/or prescription drug insurance, and such false information or such failure by you results in the Plan providing benefits to which your spouse is not entitled, you will be personally liable to the Plan for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the Plan. Any amount to be reimbursed by you may be deducted from the benefits to which you would otherwise be entitled. In addition, your spouse will be terminated immediately from group health insurance and/or prescription drug insurance coverage under the Plan. **If you submit false information, you may be subject to disciplinary action, up to and including termination of employment.**



**Huron-Erie School Employee
Insurance Association - Wellness Plan**



Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	26 Removal upon End of Month	
Blood Pint Deductible	0 pints	
Overall Annual Benefit Period Maximum	Unlimited	
Wellness Plan (buy-down) Deductible - Single/Family ¹	\$500 / \$1,000	\$500 / \$1,000
Wellness Plan (without buy-down) Deductible - Single/Family ¹	\$750 / \$1,500	\$750 / \$1,500
Requirements for Wellness Plan (Deductible change occurs on calendar year basis)	Complete Screening and/or Physician form and Health Assessment – November 1st	Complete Screening and/or Physician form and Health Assessment – November 1st
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$1,000 / \$2,000* \$750 / \$1,500**	\$2,500 / \$5,000* \$2,250 / \$4,500**
Coinsurance Out-of-Pocket Maximum (Including Deductible) – Single/Family	\$1,500 / \$3,000* \$1,500 / \$3,000**	\$3,000 / \$6,000* \$3,000 / \$6,000**
Maximum Coinsurance Out-of-Pocket (COOP) (Medical copays paid once deductible and coinsurance out-of-pocket maximum have been met) – Single/Family Effective 01/01/14	\$1,500 / \$3,000* \$1,500 / \$3,000**	\$3,000 / \$6,000* \$3,000 / \$6,000**
Physician/Office Services		
Office Visit (Illness/Injury) ^{2,7}	\$25 copay, then 100%	\$25 copay, then 70%
Specialist Office Visit ^{2,7}	\$40 copay, then 100%	\$40 copay, then 70%
Urgent Care Office Visit ^{2,7}	\$40 copay, then 100%	\$40 copay, then 70%
Preventive Services		
Preventive Services, in accordance with federal law⁸	100%	70% after deductible
Routine Physical Exams	100%	\$25 copay, then 70%
Well Child Care Services including Exam, Routine Vision, Routine Hearing Exams, Well Child Care Immunizations and Laboratory Tests (Birth to age 21- Unlimited)	100%	\$25 copay, then 70%
Routine Mammogram (One per benefit period)	100%	70% not subject to deductible
Routine Pap Test (One per benefit period)	100%	70% not subject to deductible
Routine Prostate Specific Antigen (PSA)	100%	70% not subject to deductible
Routine Endoscopies	100%	70% not subject to deductible
All Routine X-rays, Medical Tests and Laboratory Tests	100%	70% not subject to deductible
Outpatient Services		
Surgical Services	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible
Physical & Occupational Therapy - Facility and Professional (40 visits combined per benefit period)	90% after deductible	70% after deductible
Chiropractic Therapy – Professional Only (12 visits per benefit period)	50% after deductible	50% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period)	90% after deductible	70% after deductible
Cardiac Rehabilitation	90% after deductible	70% after deductible
Emergency use of an Emergency Room ^{3,7}	\$100 copay, then 100%	
Non-Emergency use of an Emergency Room ^{3,7}	\$200 copay, then 90%	\$200 copay, then 70%

Benefits	Network	Non-Network
Inpatient Facility		
Semi-Private Room and Board – Including Ancillaries (365 days per in-hospital benefit period ⁵)	90% after deductible	70% after deductible
Maternity	90% after deductible	70% after deductible
Skilled Nursing Facility (Two days available for each unused in-hospital day)	90% after deductible	70% after deductible
Human Organ Transplants	90% after deductible	70% after deductible
Additional Services		
Allergy Testing and Treatments	90% after deductible	70% after deductible
Ambulance – air if medically necessary	90% after deductible	
Durable Medical Equipment	90% after deductible	70% after deductible
Home Healthcare	90% after deductible	70% after deductible
Hospice Services	90% after deductible	70% after deductible
Private Duty Nursing	90% after deductible	70% after deductible
Mental Health and Substance Abuse – Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services		

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

¹Maximum family deductible. Member deductible is the same as single deductible. 4th quarter carryover applies.

²The office visit copay applies to the cost of the office visit only.

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

⁴Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

⁵An in-hospital benefit period is a period of time beginning when the member enters a hospital and ending when he/she has been out for 90 consecutive days.

⁶Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services

Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

⁷COOP – Coinsurance Out-of-Pocket Maximum – Once deductible & coinsurance maximum has been met, all network services will pay at 100%.

**Huron Erie Employee Insurance Association
Edison Local Schools - Dental Plans**

Effective Date	July 1, 2008
Deductible	\$25 Single / \$75 Family
Benefit Maximums (per member)	
Benefit Period Maximum	\$1,000
Orthodontic Lifetime Maximum	\$850
Preventive Services	100%
Restorative Services	80% after deductible
Complex Services	50% after deductible
Orthodontic Services	50%

HURON-ERIE SCHOOL EMPLOYEE INSURANCE ASSOCIATION

Prescription Drug Coverage

Group Number

569036314

Members Co-pays under the plan.

- Generic
 - Retail - \$7.00
 - Mail Order - \$15.00

- Preferred
 - Retail - \$25.00
 - Mail Order - \$50.00

- Non Preferred
 - Retail - \$50.00
 - Mail Order - \$100.00

Covered Medications

- Federal legend drugs (those which require a prescription)
- OTC and legend insulin

Excluded medications

- Drugs used for weight loss
- Drugs used for cosmetic purposes (photo-aged skin, depigmentation)
- Photo Aged Skin products
- Drugs used for hair growth
- Drugs used for fertility treatment
- Diagnostic tests and imaging
- Medical equipment
- Continuous Glucose Monitor/Transmitters/Sensors
- OTC Hyperglycemic products
- Inhaler assisting devices
- Non-Insulin Syringes with or without Needles
- Legend Vitamin D Preparations
- Standard Rx/OTC Equivalents
- Smoking Deterrents (OTC) (outside of the HCR ACA)
- Insulin pump supplies
- OTC Contraceptives (outside of the HCR ACA)
- Hair Growth Stimulants and products indicated only for cosmetic use
- Non-specialty Implantable medications
- Allergy Serums

Affordable Care Act Preventive medications that are covered at \$0 with a prescription

- Aspirin (generic over the counter 81mg and 325mg for males between age 45 and 79 or Females between ages 55 and 79)
- Iron (generic prescription and over the counter oral formulations [syrups, drops etc.] for ages 6 months through 12 months)
- Fluoride (generic prescription and over the counter oral formulations [drops, chewable tabs] providing less than 0.5mg per day. For ages 6 months through 5 years)
- Smoking Deterrents (generic and brand Chantix, for ages 18 and older)
- Contraceptives (prescription and over the counter generics and brands without generics*including oral, injectable, implants, diaphragms/cervical caps females through age 50)
- Vaccines (Vaccines prescribed for prevention of vaccine preventable diseases. Coverage includes vaccines recommended for travel and rabies.)
- Vitamin D (generic prescription and over the counter vitamin D containing 1,000 IU or less and vitamin D/calcium combinations containing Vitamin D2 or D3. For ages 65 and over)
- Bowel Preparations (generic and brands without generic equivalents for members between 50 and 75 years of age)

Effective July 2015 Co-pays will apply to the coinsurance Max OOP (COOP)

This summary does not contain all terms and conditions of your prescription drug coverage. It is a guide and not an all inclusive list of the products your plan covers/doesn't cover. Certain drugs may require a Prior Authorization for which your doctor will need to provide additional information to determine coverage. Coverage for certain medications may require prior use of another medication first. Some medications may be subject to a quantity limit based on manufacturer recommendations for general prescribing. For more detailed information regarding drug coverage please contact an Express-Scripts representative using the telephone number located on your prescription benefit ID card. You can also register online at [Express Scripts.com](http://ExpressScripts.com) to obtain more information on drug coverage and your cost under your plan, or download the Express-Scripts mobile app. on your mobile device

*Brands that also have a generic equivalent may also be covered in cases of medical necessity

Your prescription benefits are administered by Express-Scripts

BOARD OF EDUCATION
Jodi Harris- President
Matt McClester- Vice-President
James Mark Suhanic
Fritz Berckmueller
Jeffrey Whitacre



Mr. Thomas C. Roth
Superintendent of Schools

140 S. Main Street
Milan, OH 44846-9735
Phone: (419) 499-3000, ext. 1111
Fax: (419) 499-4859

Anne M. Arnold – Treasurer

CERTIFICATE

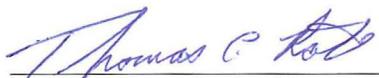
RE: TWO YEAR NEGOTIATED AGREEMENT WITH THE EDISON ADMINISTRATIVE ASSISTANTS' ASSOCIATION, JULY 1, 2015 – JUNE 30, 2017 (approved October 21, 2015)

The undersigned, Treasurer of the Board of Education of the Edison Local School District, Ohio, certifies that the amount required to meet the obligations of the Board during Fiscal Year 2016 under the attached qualifying contract have been lawfully appropriated by the Board for such purposes and are in the Treasury or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

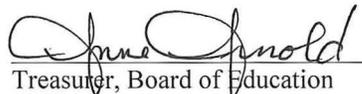
The undersigned, Treasurer and President of the Board of Education of the Edison Local School District, Ohio, and the Superintendent of Schools of the Edison Local School District, Ohio, hereby certify that the District has in effect for the term of the contract the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in the applicable succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year.

This Certificate is given in compliance with Sections 5705.41, 5705.412 (and 5705.44 if applicable) of the Revised Code.

Dated 10.21.15



Superintendent of Schools
Edison Local School District, Ohio



Treasurer, Board of Education
Edison Local School District, Ohio



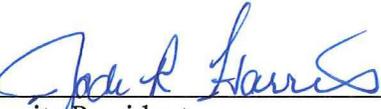
President, Board of Education
Edison Local School District, Ohio

33.2 Consistent with Ohio Revised Code Section 4117.10, the provisions of this Master Agreement supersede and prevail over any conflicting provisions of state statute, and such provisions shall be binding on both the Association and the Board.

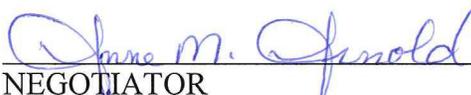
33.3 In the event any of the terms or provisions of this Master Agreement become invalid or unenforceable due to federal law or a court of last resort, such invalidity or unenforceability shall not affect or impair any other provisions hereof. Within sixty (60) days of the date on which a provision hereof becomes invalid or unenforceable, the parties shall enter into negotiations in accordance with Article II for the purpose of negotiating replacement provisions.

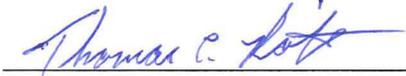
33.4 This Agreement shall become effective July 1, 2015, and shall remain in full force and effect through June 30, 2017, both dates inclusive.

Edison Local Board of Education

By 
its President

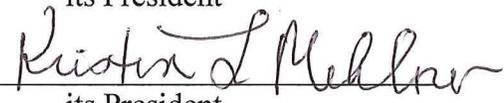
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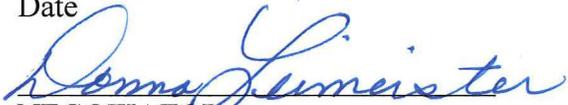

NEGOTIATOR

Edison Administrative Assistants'
Association

By 
its President

By 
its President

October 21, 2015
Date


NEGOTIATOR


NEGOTIATOR

