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MASTER AGREEMENT

BETWEEN THE

EDISON LOCAL BOARD OF
EDUCATION

AND THE

EDISON TEACHERS ASSOCIATION

JULY 1, 2016

THROUGH

JUNE 30, 2018

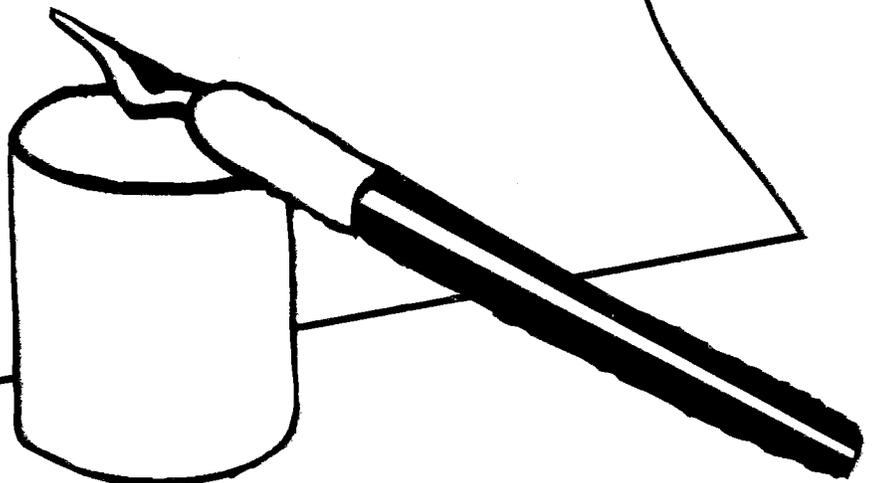


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ARTICLE I

RECOGNITION

1.01 Bargaining Unit

For the purposes of collective bargaining, the Board recognizes the Edison Teachers Association (ETA), an affiliate of the Ohio Education Association (OEA) and the National Education Association (NEA), as the sole and exclusive bargaining representative of all regular full-time and part-time certificated/licensed employees, including all Title I positions and those who work half-time (seven hundred twenty [720] hours) or more per school year. Excluded from the bargaining unit shall be the Superintendent, Superintendent pro tempore, Assistant Superintendents, principals, assistant principals, educational administrative specialists, substitute teachers, certificated/licensed under R.C. 3319.22, and supervisors certificated/licensed under R.C. 3319.22(I).

1.02 Part-Time

Teachers who are eligible to be part of the bargaining unit will be entitled to fringe benefits allotted to full-time teachers on a percentage formula of their assigned time as compared to the assigned time of a full-time employee.

1.03 Other than the Title I positions, the Board and the Association expressly agree to exempt certificated/licensed personnel who are one hundred percent (100%) grant-funded. However, any current employees of the Edison Schools employed on or before June 30, 1993, that are assigned to any one hundred percent (100%) grant-funded program will be grandfathered and covered by the current Agreement.

ARTICLE II

FAIR SHARE FEE/PAYROLL DEDUCTION

2.01 Payroll Deduction of Fair Share Fee

Authorization

Existing teaching employees who are not members of the ETA as of the 2012-2013 school year are grandfathered as exempt from payment of Fair Share Fees for the duration of their employment with Edison Local School District. The Treasurer of the Board shall deduct from the pay of all other members of the bargaining unit who elect not to become or to remain members of the ETA, a fair share fee for the Association's representation of such non-members during the term of this Agreement. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

Notification of the Amount of Fair Share Fee

Notice of the amount of the annual fair share fee, which shall not be more than one hundred percent (100%) of the unified dues of the United Education Profession (UEP), shall be transmitted by the ETA to the Treasurer of the Board on or about January 1 of each year during the term of this Agreement for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the ETA.

Schedule of Fair Share Fee Deductions

Payroll deduction of such annual fair share fee shall commence on the first pay date a dues deduction is scheduled which occurs on or after January 15 annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date a dues deduction is scheduled, on or after the later of:

- A. Thirty (30) days employment in a bargaining unit position;
- or
- B. January 15.

Transmittal of Deductions

The Treasurer of the Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

Procedure for Rebate

The ETA represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the ETA, and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

Entitlement to Rebate

Upon timely demand, non-members may apply to the ETA for an advance reduction/rebate of the fair share fee pursuant to the internal procedures adopted by the ETA.

Indemnification of Employer

The Association on behalf of itself and the OEA and NEA agree to indemnify the Board (including each of its officers, members, employees, and agents) for any costs or liability incurred as a result of the implementation and enforcement of this provision provided that:

- A. The Board agrees to 1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, 2) permit the Association or its affiliates to intervene as a party if it or they so desire, and/or 3) not oppose the Association or its affiliate(s) application to file briefs amicus curiae in the action; and
- B. The Board acted in good faith compliance with the fair share provision of the Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee.

2.02 Grievability

Fee payers shall not be entitled to use the grievance procedure or bring action against the Board for collecting the fair share fee.

ARTICLE III

NEGOTIATIONS

- 3.01 Negotiations may be commenced by either party 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 and shall outline their intent to bargain as defined in Chapter 4117 O.R.C.
- 3.02 The Negotiations Meeting Period
- A. 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. The first meeting timeline may be extended by mutual agreement of both parties. The receipt of notice shall be the Superintendent or the President of the receiving party.
 - B. All issues for negotiation by the Association and the Board shall be submitted in writing at the first meeting.
 - C. Once the parties have exchanged their items to be negotiated, no new matters shall be introduced for consideration during the course of this negotiations meeting without mutual consent of both teams.
 - D. All meetings shall be held at a mutually agreed time and place.
 - E. Negotiation meetings shall be in executive session.
 - F. 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. Initialing will in no way indicate agreement which is binding on either negotiating team until ratified pursuant to the "Agreement".
 - G. Each negotiation team shall have no more than five (5) members who shall have authority to sign tentative agreements and to recommend ratification to their respective parties.
 - H. Each negotiation team may also use no more than one (1) consultant per meeting.
 - I. 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.
 - J. Either team may call for a caucus at any time.
 - K. Members of the respective negotiations team have the power and authority to negotiate, that is to make proposals, consider proposals, and make concessions in the course of discussion. All bargaining shall be conducted between those individuals who have been designated as members of each respective party's negotiations team. At times and

places other than regularly scheduled negotiations meetings, communications relative to bargaining shall be directed to the chief spokesperson of each party and/or to the employee/employer representative.

- L. 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.
- M. During the course of negotiations 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.
- N. 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.

3.03 Agreement

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 at its next regular or special Board meeting.

A. Responsibilities

The parties pledge themselves to negotiate in good faith and, in the event agreement is not reached, to utilize in good faith such mediatory facilities as herein provided.

- B. In the event either of the parties declare impasse or in the event agreement is not reached on all items submitted for negotiations forty-five (45) days prior to the expiration of this collective bargaining agreement (unless the parties mutually agree to a later date), a state of impasse shall be deemed to exist and all unresolved issues shall be submitted to mediation. Within ten (10) days of the declaration of impasse, or by a mutually agreed upon date, the parties will request the Federal Mediation and Conciliation Service to appoint a mediator from its staff. The mediator shall meet with the parties or their representatives either jointly or separately, and shall take such steps as he/she may deem appropriate to persuade the parties to resolve their differences and to effect a mutually acceptable agreement.
- C. Should the parties be unable to reach agreement prior to contract expiration as the result of the mediation, the impasse provisions of this collective bargaining agreement shall be deemed exhausted and ultimate impasse shall result. With ultimate impasse members of the bargaining unit may exercise their right to strike pursuant to Ohio Revised Code Chapter 4117, provided, however, that the contract has expired and the ten-day notice has been filed pursuant to Ohio Revised Code 4117. Nothing herein shall preclude the Board of Education from exercising its rights under ORC Chapter 4117 once ultimate impasse is declared.
- D. The parties agree that the mediation process as outlined above shall constitute a mutually agreed upon dispute settlement procedure that supersedes the statutory procedures set forth in Section 4117.14 of the Ohio Revised Code.

DEFINITIONS

Ad Hoc Study Committee (joint study committee) - A group given a specific assignment to develop a more meaningful understanding of a given area 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 Teachers Association/OEA/NEA or the ETA.

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 - Any day that the board office is open for business (this excludes weekends and holidays).

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 Education 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 Education Association.

Negotiations Team - The body of official representatives of the Local Board of Education or the Local Education 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 Education Association while negotiations are in progress.

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

Seniority - Length of continuous service within the Edison School District. It shall be determined first by the employee's first paid day of work in the District, then by the date of the Board of Education meeting at which the individual was hired. Any remaining ties will be broken by lot. All involved parties shall have the opportunity to be present for any such tiebreaking. A paid leave day shall not constitute an employee's first day of work.

ARTICLE IV

STRIKE CLAUSE

- 4.01 The Board and the Association commit themselves to orderly administration of their relationship in accordance with this Agreement. To 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 V

ADJUSTMENT OF GRIEVANCES

5.01 Grievance and Day Defined

"Grievance" as used in this Agreement is limited to a complaint, dispute or controversy by an employee, a group of employees, or the Association which involves the interpretation or application of this Agreement.

"Day" as used in this Article of this Agreement shall mean any day that the Board office is open (this excludes weekends and holidays).

5.02 Procedure

A grievance shall be processed as follows:

5.03 Step One

An employee must discuss his complaint with his building principal or other Administrator giving rise to the grievance prior to filing a formal written grievance.

5.04 Step Two

If the Grievant is not satisfied with the results of the Step One informal discussion, the Grievant shall, within fifteen (15) days after the occurrence which constitutes the basis for the grievance, submit such grievance in writing to the building principal on the formal Grievance Form (see Appendix A). At the time of filing the grievance with the principal, the Grievant should attempt to schedule a meeting with the principal immediately. Unless there are very extenuating circumstances, a meeting should be held within five (5) days after the written grievance is filed, at which time the grievance is formally discussed. The Grievant may elect to be accompanied by his/her official Association representative. The Principal shall give his/her answer in writing within five (5) days after the meeting.

5.05 Step Three

If the Grievant is not satisfied with the Principal's response to the grievance, or if such response is not served on the Grievant within five (5) days, and if the Grievant wishes to proceed, the Grievant must serve the original form of grievance upon the Superintendent within five (5) days. At the time of filing the grievance with the Superintendent, the grievant should attempt to schedule a meeting with the Superintendent immediately. Unless there are very extenuating circumstances, a meeting should be held within five (5) days after the grievance is filed, at which time the grievance will be formally discussed. The Grievant may elect to be accompanied by his/her official Association representative and the Superintendent may have his/her representation. Other individuals may participate upon the mutual agreement of the participants. The Superintendent's response shall be given in writing attached to the formal grievance form filed by the Grievant and the form shall be served on the Grievant within five (5) days after the meeting.

5.06 Step Four

If the Grievant is not satisfied with the response to the grievance by the Superintendent, or if such response was not served on the Grievant within five (5) days, and if the Grievant wishes to proceed, the Grievant may serve the original formal grievance form on the Treasurer of the Edison Board of Education. The appeal must include specific reasons why the action taken by the Superintendent is not satisfactory to the employee.

Within thirty (30) days after receipt of the grievance form, the Board of Education, at a special meeting or after a regularly scheduled meeting, will hold a hearing on the grievance. At such hearing, the employee and the Administration may fully present their respective cases. The Grievant and/or Administration/Superintendent may elect to be accompanied by their official Association Representative and/or any other counsel they may choose, in addition to other parties who may be needed to give information relative to the claim. Such hearing shall be in executive session unless the employee requests a public hearing. A response to the grievance by the Board of Education shall be given in writing and attached to the formal grievance form filed by the Grievant and the form shall be served on the Grievant within five (5) days after the meeting.

5.07 Step Five

All grievances not settled at Step Four shall be mediated before being referred to Common Pleas Court. The following rules shall govern the Mediation of grievances:

1. A request for Mediation must be made within five (5) working days of the Step Four response, unless both parties agree to extend the time lines herein.
2. The parties will meet promptly to contact the Federal Mediation and Conciliation Services (FCMS) for the appointment of a mediator. Any costs associated with the mediation shall be shared equally between the parties. A mediation grievance conference shall take place at a location that is mutually agreeable to the parties.
3. Each party shall have the right to have a total of not more than five (5) individuals, including the grievant, at the mediation session. Each party shall designate one (1) principal spokesperson at the mediation conference, however, discussions shall not be limited to the spokesperson.
4. The Mediator shall control the mediation session and shall have authority to call a joint session or to separate the parties. None of the positions presented by the parties in a mediation session shall be used against the parties in further proceedings if mediation does not settle the grievance.
5. The presentation of positions is not limited to those positions presented in prior steps of the grievance proceedings. It is the intent of the parties that mediation shall be an informal proceedings without sworn testimony or the application of the rules of evidence.
6. The mediator may make recommendations to the parties as to how the grievance might be settled, but such recommendation shall have no standing beyond being a suggestion to the parties for a possible settlement. The mediator shall have no power to compel a settlement with the parties. Any actions or comments made by the mediator shall not

be used by either party in any further proceedings, should mediation fail to settle the grievance.

5.08 Step Six

If the aggrieved person and the Association are not satisfied with the disposition of Step Five, 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.

5.09 General Conditions

- a) The right to process a grievance shall be forfeited if the grievance is not presented or appealed at any level of this procedure in the specified time limits. If a grievance is not appealed to a higher level, the grievance shall be settled on the basis of the last answer.
- b) Time limitations at any step of this procedure may be extended by mutual written agreement between representatives of the Board and the ETA.
- c) 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 certified staff shall not use the grievance process as a means to harass the administrators and/or the Board.
- d) The Association has the exclusive right to file grievances, be present for the adjustment of any and all grievances, and determine whether to proceed to the Common Pleas Court step of the procedure.
- e) All documents, communications, and records dealing with the processing of a grievance shall be kept in a separate file for the Board and shall not be placed in the Grievant's personnel file.
- f) 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 Grievant and/or the Superintendent, the notice/written response may be presented to the ETA president in place of the Grievant and to the Superintendent's designee in place of the Superintendent.

- g) Decisions of the Local Professional Development Committee (LPDC) cannot be grieved. Employees wishing to challenge a decision of the LPDC should follow the appeals process outlined in the LPDC bylaws.
- h) The grievant has the right to Association representation of his/her choosing at all steps, meetings, and hearings involving the grievance.

ARTICLE VI

LEAVE PROVISIONS

6.01 Automation of Leaves

All leaves will be processed through an on-line system or employee kiosk in place of any paper form. Teachers will be provided training on the on-line system and/or employee kiosk on the first teacher work day of the school year.

6.02 Assault Leave

- A. A teacher 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 teacher duties. In cases 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 teacher shall choose one (1) physician, the Board shall choose one (1) physician and the third shall be chosen by the other two (2) physicians.
- B. Examining costs not covered by insurance will be paid in full by the Board for all cases decided in favor of the teacher.
- C. To qualify for assault leave the teacher must be in full duty status at the time the assault occurs.
- D. Assault leave will not be granted in the instance that a court of competent jurisdiction finds the teacher guilty of assaulting the student.
- E. The employee applying for assault leave shall report, or have reported by another, the details of the assault to the school Principal within twenty-four (24) hours of the assault or as soon thereafter as reasonably possible.
- F. The victim of the assault 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.
- G. If the cooperation required by the above Subsection requires the teacher to miss time from school after he/she has returned from assault leave, such teacher shall be paid wages by the Board for the missed time without deduction from any other leave benefit.

6.03 Association Leave

- A. The Association will be granted five (5) days of leave per school year without pay deduction to attend Association meetings. Leave may be taken in one-half (1/2) day increments. The President of the Association shall request the leave and furnish the

names of the teachers to the appropriate Building Principal at least two (2) days prior to the leave day.

- B. Any association member who is elected or appointed to the governing body of an Association organization shall be granted a maximum of two (2) days leave per school year without pay deduction to attend Association meetings. There shall be a limit of one (1) member per school year and the President of the Association shall request the leave and furnish the name of the teacher to the appropriate Building Principal at least two (2) days prior to the leave day.

6.04 Bereavement Leave

- A. If an employee's immediate family member dies, the employee will be allowed three (3) 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 three (3) days the employee is entitled to will be deducted from the employee's sick leave.
- B. The immediate family shall include the employee's spouse, partner, children (including foster and/or adopted), mother, father, sisters, brothers, grandparents, grandchildren, step children, step parents, any person who is a permanent member of the employee's household, and in-laws bearing any of the above relationships.
- C. If an employee's relative, or personal friend dies, the employee shall be allowed two (2) days of absence. The first day will be chargeable to bereavement leave and the second day will be chargeable to sick leave to attend the funeral of other relative(s) or personal friend. 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 second day will also 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.

6.05 Court Leave

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 any days of absence involved.

Employees required to be absent due to any 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.

6.06 Military Leave

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

6.07 Personal Leave

- A. The Board will grant up to three (3) days of unrestricted leave during each school year without loss of salary or charge to other types of leave.
- B. Except in emergency or extenuating circumstances, a request for personal leave must be made to the Building Principal utilizing the online system at least three (3) days prior to the time of leave.
- C. Personal leave will not be deducted from sick leave.
- D. Personal leave may be taken in units of one-half (1/2) days cumulative to three (3) days. The total number of personal leaves approved for a given day shall not exceed four (4) teachers per building and nine (9) teachers within the District.

In lieu of utilizing personal leave, teachers shall be allowed to arrange coverage for their classes for in-District activities, not to exceed two (2) hours.

- E. Personal leave application shall not be unreasonably denied. However, the benefit is not intended to extend Christmas and Spring Break or to excuse an employee from a professional development day that immediately precedes or follows a holiday or extended recess. In an emergency or extenuating circumstances, a request for personal leave during, immediately prior to, or following a holiday during the school year may be granted by the Superintendent.
- F. Should an employee exhaust all of his/her personal leave during the course of the school year and need additional time, he/she will petition the Superintendent for additional personal leave. In such circumstances the Superintendent will grant the additional leave without pay. Teachers may not request more than one (1) additional day of leave.

Extension of personal leave will not be granted for vacations, extending holidays, social or recreational activities, shopping trips, hobby activities, secondary employment, accompanying spouse on a trip, or job hunting.

- G. Teachers who do not use all or some of their personal leave days during the school year shall receive the following:

<u>Days Remaining</u>	<u>Stipend</u>
1 day remaining	\$125
2 days remaining	\$250
3 days remaining	\$375

Teachers shall receive payment for unused personal days in the final June paycheck.

- H. Should schools be closed during an employee's personal leave by an "emergency" day or holiday, as called by the Superintendent, such employee will not be charged with a day(s) of leave.

6.08 Child Care Leave

- A. Up to one (1) year unpaid leave of absence without Board paid fringe benefits shall be granted to any teacher who is pregnant, who is the husband of a pregnant person or who is to be the adopting parent of a child less than five (5) years of age. If the teacher is eligible for FMLA leave, the unpaid leave shall be combined with FMLA Leave when calculating the total amount of time off that the teacher shall be granted.
- B. Application for child care leave shall be in writing and submitted as long before the leave is to be taken as feasible.
- C. Teachers on leave under this provision shall be entitled to reinstatement at the expiration of the leave to a position of comparable salary and within their qualifications as the one held immediately prior to the leave.
- D. 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.

6.09 Professional Development/Improvement Leave

Leaves may be granted for professional improvement of the teacher or the school system to attend professional development activities upon the request of the individual and approval by the Superintendent.

The Board shall annually appropriate twelve thousand five hundred dollars (\$12,500) from the General Fund for professional development activities for certificated/licensed staff members. To be granted leave for professional improvement and reimbursement, an employee must participate in a professional development activity that contributes to District improvement strategies and/or complements the District's and building's continuous improvement plan.

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

- (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.

The amount of money available for this purpose is limited by the funds appropriated and available in the annual budget of the School District.

Applications shall be made in writing at least ten (10) work days in advance of the leave by the interested teacher. In addition to stating the date, place, and nature of the meeting, an estimate of expenses shall also be given. Applications shall be submitted to the principal and/or supervisor and the Superintendent. At time of approval as granted by the Superintendent, the teacher 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.

In order to share the benefits of the development activities, all personnel who attend professional development activities will share a written summary of key development activity points with building colleagues.

Membership fees in organizations are personal and are the responsibility of the individual.

6.10 Leave of Absence for Professional Improvement

- A. The Board hereby provides leave in keeping with the provisions of the Ohio Revised Code 3319.131.
- B. A year of leave shall count as a year of credit for placement on the salary schedule.
- C. Members of the teaching staff returning from leave shall be returned to an assignment within their qualifications.
- D. 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.

6.11 Sick Leave

- A. The Sick Leave provisions of Ohio Revised Code 3319.141 are incorporated herein. For the purposes of this provision, family and/or relatives will be defined as parents, grandparents, children, grandchildren (serious illness or injury), sisters, brothers, husband, wife, and spouse of any of the above. Also included in this definition are the corresponding relatives of the employee's spouse and anyone living in the same household as the employee.
- B. In an emergency, Sick Leave will be approved for medical or dental appointments. Necessary scheduled medical or dental appointments may be approved by the Superintendent.
- C. Where possible, an employee must furnish a written, signed statement on a form prescribed by the Board to justify use of Sick Leave. Sick Leave is not a substitute for Personal Leave. It is available only to employees, who because of illness, disability, or for any of the other reasons prescribed by law are unable to perform their assigned work.

- D. Where possible, an employee must utilize the online system on the evening prior to absence to report that he/she will be absent the next day. If this is not possible, the employee will submit the absence report utilizing the online system the next morning before 6:30 a.m., except in an extreme emergency. When reporting absences after 6:30 a.m., teachers will contact the Building Principal in addition to reporting the absence utilizing the online system.
- E. 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.
- F. Unused Sick Leave will accumulate up to two hundred eighty (280) days.
- G. The Board reserves discretion to advance Sick Leave to any employee who has exhausted his/her earned Sick Leave.
- H. If recommended by the employee's physician, the Board of Education shall grant up to six (6) weeks of accrued sick leave for an employee who gives birth. Likewise, if required by the adoption agency/service, the Board of Education shall grant up to six (6) weeks of accrued sick leave for an employee who adopts a child.

6.12 Peace Corps, Exchange Teacher Leave

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

6.13 Family and Medical Leaves

- A. In accord with Federal Law (PL 103-3), any eligible teacher is entitled to take up to a combined total of twelve (12) weeks of unpaid leave per contract year in the following 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 teacher 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.).
 5. A qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a covered military member on active duty, or has been notified of an impending call or order to active duty.

6. To care for a covered service member or veteran with a serious injury of illness incurred through the line of duty, if the employee is the spouse, child, parent, or next of kin of the service member.

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 one thousand two hundred fifty (1,250) hours over the previous twelve (12) months.

- B. Teachers 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 teacher were working. Upon returning to work, the teacher is entitled to continuation of the same insurance benefits provided all teachers of the District. If a teacher fails to return to work after the leave has expired, the Board may recover the cost of premiums paid during the leave. Life insurance eligibility may be restricted by the carrier.
- C. If both spouses are employed by the 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.
- D. The Board and its employees are subject to all other provisions and requirements of the Family and Medical Leave Act of 1993 and all amendments which are deemed to be incorporated into this Agreement.
- E. The provisions of this Section (6.13) are not intended to supersede or diminish any other leave provisions contained in this Agreement.
- F. As a general rule, teachers have the right to be restored to their job when they are ready to return to work provided certification by his/her health-care provider for return to work is submitted. However, different rules will apply to teachers in three (3) weeks before the end of a semester.
 1. If the teacher begins any type of leave five (5) or more weeks before the end of a semester, and the period of leave is for more than three (3) weeks, then the Board can require the teacher seeking to return within the last three (3) weeks to wait until the following semester to return.
 2. If the teacher begins any type of leave (except personal sick leave) less than five (5) weeks before the end of a semester and the period of leave is greater than two (2) weeks, then the Board can require the teacher seeking to return within the last two (2) weeks to wait until the next semester to return.
 3. If the teacher begins any type of leave (except personal sick leave) three (3) or fewer weeks before the end of the semester and the period of leave is greater than five (5) working days, the Board may require the teacher to wait until the next semester to return.

- G. As a general rule, teachers must be restored to an equivalent position with equivalent conditions of employment. However, if a teacher seeks intermittent leave for his or her own illness or the illness of a family member, a special provision applies. Intermittent leave is leave taken sporadically throughout the year instead of in a twelve-week block.

In these cases, if a teacher seeks leave that would constitute at least twenty percent (20%) of the total number of working days during the school year or full year, the Board may require the teacher to take leave in a block OR transfer to an available alternative position. This alternative position within the School District must be equivalent in pay, one for which the teacher is qualified, and one which better accommodates the teacher's wish to take leave on an intermittent basis.

- H. 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.

6.14 Part-Time Bargaining Unit Members

All part-time bargaining unit members who are employed at less than 1.0 FTE, shall have leave time calculated in hours rather than days. The leave time will be prorated based on hours worked.

ARTICLE VII

CONTRACTS

- 7.01 The Board shall provide each member of the teaching staff written contracts in keeping with the provisions of the Ohio Revised Code and Board adopted policies. Said contract shall specify total number of duty days.
- 7.02 In consideration of the services rendered by the teacher, the Board agrees to pay said teacher a base annual salary as prescribed by the salary schedule of the School District, according to degree and years experience, whether existing or hereafter adopted. The initial compensation to be paid under a contract shall be according to the existing salary schedule and that amount shall appear on the contract.
- 7.03 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 teacher.
- 7.04 Upon being initially employed by the Board a teacher will be given a one-year limited contract, unless in the Board's judgment a longer contract is appropriate. 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 teacher 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 employee, if any, serving under his/her initial contract. If the teacher is under consideration for non-renewal at the end of the initial contract, the District and ETA agree to the use of the services of FMCS.
- 7.05 After successful completion of this initial contract, such teacher will be offered a two (2) year contract. Upon the successful completion of each two (2) year contract term, said teacher will be offered additional two (2) year limited contracts until he/she becomes eligible for a continuing contract. When such eligibility vests, and the teacher is not under the improvement contract provision of paragraph 7.06, a continuing contract will be offered at the next contract period.
- 7.06 If, in the Board's judgment, an employee does not successfully complete a limited contract term, he/she may be offered a one (1) year limited "improvement" contract. In such instance, the employee will be given written explanation relating to his/her professional improvement. If desired improvement is realized during the term of the improvement contract, as noted in the employee's evaluations, the Board will offer a two-year contract without restrictions. If the employee continues to improve satisfactorily, the contract sequence will progress as specified in paragraph 7.05.
- 7.07 Resignation - Any teacher may resign any of the above types of contracts which he/she has signed prior to or on July 10, without needing Board approval. However, after July 10, any resignation must be approved by the Board.

- 7.08 All current teachers as of December 31, 2010 not under a continuing contract must meet the following criteria in order to be extended tenure:
1. A Master's Degree or thirty (30) hours of graduate course work in the area(s) of certification, licensure, or a related area.
 2. Possession of a valid professional, permanent, life certificate, or a license.
 3. Completion of a three-year teaching term within the last five (5) years in the School District or completion of a two-year teaching term in the District if continuing service status was obtained elsewhere in the State of Ohio.
 4. Recommendation of the individual's building principal and the District Superintendent.
 5. Written notification to the Superintendent's office by the teacher(s) who may be eligible for consideration no later than November 1 of the current school year. At the April Board meeting of the following calendar year a continuing contract will be offered.
 6. The Board shall not be required to interrupt a limited contract sequence to grant a continuing contract under this sub article.
- 7.09 All teachers employed by the Edison School District who never held a teacher's certificate and who become licensed on or after January 1, 2011 not under a continuing contract must meet the following criteria in order to be extended tenure:
1. Possession of a valid professional educator license, senior professional educator license, or lead professional educator license.
 2. Completion of a seven-year teaching term with the District.
 3. If the teacher did not hold a master's degree at the time of initially receiving an educator licensure, an additional thirty (30) semester hours of coursework in the area of licensure or a related area must be earned.
 4. If the teacher held a master's degree at the time of initially receiving an educator license, an additional six (6) semester hours of graduate coursework in the area of license or related area must be earned.
 5. Recommendation of the individual's building principal and the District Superintendent.
 6. Written notification to the Superintendent's office by the teacher(s) who may be eligible for consideration no later than November 1 of the current school year. At the April Board meeting of the following calendar year a continuing contract will be offered if the teacher's performance evaluation warrants such action.
 7. The Board shall not be required to interrupt a limited contract sequence to grant a continuing contract under this sub article.

ARTICLE VIII

TEACHER EMPLOYMENT

- 8.01 The Board agrees to hire personnel who meet the certification/licensure requirements of the State Board of Education.
- 8.02 Credit on the teacher salary schedule will be given for previous teaching experience in a duly accredited school as defined in ORC 3317.13 upon employment. Additional credit not to exceed five (5) years for military experience or alternative civilian service required by the Selective Service System will be given upon initial employment. Full experience credit up to ten (10) years including teaching and military service shall be granted.
- 8.03 Both the Association and the Board agree to the importance of the Title I reading positions to the learning environment of the students within the District. Substitute teachers will be acquired for Title I teachers when they are out for three (3) consecutive days or longer.
- 8.04 The Edison Board of Education shall give consideration to members of the bargaining unit for academic teaching positions which occur outside the regular school day if such positions are funded by the Board. This section shall only be applied to programs of pupil instruction. These programs shall include, but not be limited to, summer school, night school, and extended day programs. The assignment of teachers shall be based primarily on the needs of students and the instructional program. Teachers will be assigned on the basis of qualifications, certification/licensure applicable to the position, needs of the District, and the individual's expressed desire. If all of the qualifications are equal, seniority will prevail.

ARTICLE IX

PERSONNEL FILES

- 9.01 A personnel file of all professional staff members shall be maintained in the office of the Board. This shall be considered a confidential file and the only official file of recorded information of professional staff members maintained by the Board and Administration.
- 9.02 Individual professional staff members shall have access to their personnel file. Requests of professional staff members to have access to their personnel files shall be handled by the Superintendent or the Treasurer of the Board. Requests to view files shall be in writing and submitted twenty-four (24) hours in advance.
- 9.03 No information will be added to an employee's personnel file without notification to the employee. A professional staff member will be entitled to copies of his/her personnel file at his/her expense. The cost of copying will be five (5) cents per page.
- 9.04 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.
- 9.05 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.
- 9.06 The Board will comply with state and federal law, rules, and regulations relative to public access to personnel files.

ARTICLE X

TRANSFERS

10.01 Administrative Transfers

- A. Transfers are those actions which cause the teacher(s) to change grade level, buildings, and/or subject areas.
- B. The assignments or transfers of teachers shall be based primarily on the needs of students and the instructional program. It is recognized, however, that teacher satisfaction with assignments may be expected to have significant impact on morale of teachers and effectiveness of the total educational program. Therefore, transfers shall be made only after first considering volunteers. If the Administration decides to fill the position/assignment with a volunteer and two (2) or more current employees volunteer for a transfer, the employee with the greatest seniority shall be assigned the position.

In the event the Administration decides not to fill a position with a volunteer, the volunteer shall have the opportunity to meet with Administration to discuss the reasons for such decision. The volunteer shall have the right to Association representation during this meeting.

Teachers will be assigned on the basis of qualifications, certification/licensure applicable to the position, needs of the District, and their expressed desire. When it is not possible to meet all these conditions, teachers shall be assigned first in accordance with the needs of the District and where the Administration believes the employee is most qualified to serve the needs of the District; and second, according to the preference of the teacher. The Board agrees that transfers shall not be arbitrary or capricious.

- C. When an employee is notified of a potential transfer, the employee has the right to request a meeting with the building principal(s) and if necessary a subsequent meeting with the Superintendent. In these meetings, the administration will provide the reasons for said transfer. The employee also has the right to have a union representative present during these meetings.

10.02 Vacancies/Job Postings

- A. A vacancy exists:
 - 1. When the Board determines to fill a position after the retirement, resignation, transfer, non-renewal, death or termination of an employee;
 - 2. When a new position is created.
- B. Posting for vacancies shall be done as soon as possible but no later than ten (10) calendar days after the determination to fill the vacancy. All vacancies shall be posted for a period of five (5) work days.

- C. All teacher vacancies will be posted and filed in the Superintendent's office and emailed to staff. The posting will include the position title, licensing and/or certification requirements, location if available, date of initial posting and posting deadline date.
 - D. Employees desiring consideration should contact the appropriate administrator and submit a written request to the Superintendent by the posting deadline. All bargaining unit members may apply for all postings for which they are certified/licensed and meet the minimum qualification.
 - E. During summer recess openings will be communicated via email. If an opening occurs after August 1 and before the start of the school year, the School District may waive posting requirements in order to expedite the hiring of an individual prior to the start of school.
- 10.03 If there is a question of qualifications and the person 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) working days of the meeting with the Superintendent.

ARTICLE XI

FAIR DISMISSAL

- 11.01 "Dismissal" as used herein shall mean the non-renewal of a teacher's limited contract and shall not be interpreted to refer to the termination of a contract. Non-renewal shall be for cause and not capricious or arbitrary.
- 11.02 When it is the Superintendent's intent to make a non-renewal recommendation, the affected teacher shall be notified of the Superintendent's intent. The teacher shall have the opportunity to meet with the Superintendent to discuss this matter. The employee shall be entitled to Association representation at this meeting and the Superintendent may have representation at this meeting.
- 11.03 Prior to the Superintendent's non-renewal recommendation, the affected teacher shall be advised of the Superintendent's reason(s) for making the recommendation. The Superintendent shall provide specific written reason(s) to the employee no less than fifteen (15) days prior to any Board action on the bargaining unit member's limited contract. The written reasons shall be hand delivered to the employee with signatures required for proof of delivery, or sent by certified mail with proof of postmark to satisfy the time limits of this provision.
- 11.04 Upon his/her request, a teacher will be granted a hearing before the Board to explain why the Board should not follow the Superintendent's recommendation. The teacher must make this request for a Board hearing within five (5) days after receiving the Superintendent's written reason(s). This request must be in writing and hand delivered to the Superintendent, or designee, with signatures required for proof of service, or sent by certified mail with proof of postmark. The hearing shall occur prior to the Board acting on the teacher's contract. At the hearing, the teacher shall have the right to be accompanied by Association representation and the Superintendent shall have the right to have a representative of his/her choice present. The hearing shall be conducted by the Board president. Both the teacher and the administration shall be provided the opportunity to present their respective cases.
- 11.05 If the teacher is not satisfied with the Board's decision, he/she may appeal directly to the Court of Common Pleas. This section shall not apply to teachers who are non-renewed in the initial (first) contract.
- 11.06 The procedures herein shall supersede and take precedence over the requirements of Ohio Revised Code 3319.11 specifically as they relate to the non-renewal of limited teaching contracts.
- 11.07 Failure to observe the provisions of this Agreement shall deem such teacher to be re-employed for the succeeding year.
- 11.08 Time limitations at any step of this procedure may be extended by mutual written agreement between representatives of the Board and the ETA.

ARTICLE XII

TEACHER EVALUATION

The evaluation procedure of this Article shall apply to non-OTES teachers.

12.01 The evaluation process serves three (3) key purposes:

1. To provide a systematic process whereby each staff member may improve the effectiveness of his/her area of responsibility and service to students.
2. To provide a comprehensive means to review the strengths and weaknesses of individual staff members, and to use the information to develop a program of supervision and staff development designed to lead to continued professional growth.
3. To provide information that will be used as a factor in the determination of employment.

12.02 The minimum required evaluation procedure used throughout the District shall be in accord with the following guidelines:

1. Staff members in their first three (3) years of service to the District and those employed under an "improvement contract" will be evaluated a minimum of two (2) times during the school year by the building principal or the assistant principal. The first evaluation shall be completed by the end of the first semester; the other evaluation shall be completed during the second semester prior to April 15.
2. Staff members holding a continuing contract shall be evaluated a minimum of once every three (3) school years.
3. The evaluation will include a pre-observation conference, an observation, and a post-observation conference. During the pre-observation conference the administrator will review the evaluation instrument with the teacher. During the post-observation conference the administrator will review the results of the observation.

Except due to the extended absence of either party, a conference between the teacher and the evaluator will be scheduled within five (5) days of an observation. A copy of the evaluation will be provided to the teacher during the conference.

4. Each evaluation shall be based upon in-class observation and related interactions between the teacher and the appropriate administrator. Each observation shall be a minimum of thirty (30) minutes in length.
5. Under normal circumstances evaluations will be done at least ten (10) days apart.
6. All evaluations of District teaching personnel (i.e. teachers, librarians, and guidance counselors) shall be recorded on the forms found in Appendix E of this Master Agreement.
7. The minimum content of an evaluation report shall contain the name of the teacher and evaluator; date and times of observation; class observation and related interaction

checklist; comments; commendations (if any); deficiencies (if any); recommendation for correcting deficiencies, if cited; an action plan for improved performance, if applicable; and the signatures of the teacher and evaluator.

8. A teacher, by his/her signature on the evaluation report, shall acknowledge that he or she has reviewed and discussed the report with the evaluator, but the teacher's signature shall not be interpreted to indicate agreement. The employee shall have the right to submit, within ten (10) work days, a written rebuttal for attachment to the evaluation report.
- 12.03 Only procedural compliance with the evaluation procedure may be grieved. The substance and conclusions of the evaluation process cannot be grieved.
 - 12.04 In addition to the minimum required evaluation procedures it should be clearly understood that additional evaluations deemed necessary by the building administrator may be done at any time and do not require any specific pre-conference or specific length of time.

These additional evaluations may be done by the principal, assistant principal, or other qualified administrative personnel of the District or county office. All evaluations shall be recorded on the form found on page 7 of the evaluation instrument (Appendix E). The results of any additional evaluations will be shared with the teacher in a post-observation conference.

The teacher may request in writing to the Superintendent that an additional evaluation be conducted by another qualified administrator from the District or county office. He/she may elect to recommend a specific administrator; however, the ultimate choice of the additional evaluator shall rest with the Superintendent.
 - 12.05 The Association and Board acknowledge that lengthy absences/extended illness may prohibit/delay observations and conferences as specified in 12.02.
 - 12.06 The evaluation process of the Edison Local Schools shall serve as a key-determining factor in decisions relating to contractual status.
 - 12.07 The procedures established herein shall supersede and take precedence over the requirements established under O.R.C. 3319.11 and 3319.111 specifically as they relate to evaluation procedures.

ARTICLE XIII

OTES TEACHER EVALUATION

13.01 Application

The evaluation procedure contained in this Article applies to teachers who spend at least fifty percent (50%) of his/her time providing content-related student instruction and who are working under one (1) of the following:

- a. A license issued under ORC Sections 3319.22, 3319.36, 3319.222 or 3319.226;
- b. A permanent certificate issued under ORC Section 3319.222 as it existed prior to September, 2003;
- c. A permanent certificate issued under ORC Section 3319.222 as it existed prior to September, 2006; or
- d. A permit issued under ORC Section 3319.301.

Substitute teachers and teachers not meeting the criteria above are not subject to evaluation under this Article. Bargaining unit members who do not meet the definition will be evaluated utilizing the evaluation procedures set forth in Article 12.

13.02 Purpose

The evaluation process serves three (3) key purposes:

1. To provide a systematic process whereby each staff member may improve the effectiveness of his/her area of responsibility and service to students.
2. To provide a comprehensive means to review the strengths and weaknesses of individual staff members, and to use the information to develop a program of supervision and staff development designed to lead to continued professional growth.
3. To provide information that will be used as a factor in the determination of employment.

13.03 Orientation

Teachers will be provided with training regarding the OTES system the first teacher work day of the school year. Training will include an introduction to all components of the OTES, all evaluation procedures, timelines and forms.

13.04 General Guidelines

Evaluations of teachers shall utilize multiple measures including pre and post conferences, formal observations, walkthroughs, and the evaluation instrument. Evaluations will be based on fifty percent (50%) student growth measures determined from data collected and fifty percent (50%) teacher performance as required by law and established in this Agreement. Evaluations will utilize the Teacher Performance Evaluation Rubric (see Appendix G, Form 8) and assign one of the following evaluation ratings to the teacher: Accomplished, Skilled, Developing, or Ineffective.

13.05 Teacher Performance Assessment

An employee's performance shall be assessed based on the Ohio Educator Standards and rubrics for teaching and the criteria set forth in the evaluation instrument. An employee's performance assessment shall be based on the evidence provided by the teacher, on the formal observations of the teacher by the teacher's assigned evaluator, walkthroughs and related interactions between the teacher and appropriate administrator.

13.06 Student Growth Measures (SGMs)

A. Definitions

1. Student Growth Measures - The change in student achievement for an individual student between two (2) or more points in time, which has been established according to a set of procedures defined either by the value-added data system provider employed by the State of Ohio, by the School District for approved vendor assessments, or locally developed student learning objectives.
2. Student Learning Objectives - A measurable academic growth target that a teacher or group of teachers sets at the beginning of the course/term for all students or subgroups of students to achieve over a period of time.

B. SGM Criteria

1. The SGM portion of the evaluation shall be derived from the following:
 - a. value added (VA) data,
 - b. ODE approved student assessments (vendor assessments), and
 - c. menu of options determined locally such as SLOs.
2. Value added methodologies utilized for the student growth portion of an evaluation shall be in proportion to the part of the teacher's schedule of courses or subjects for which the value added dimension is applicable.
3. All SGMs shall be derived through a pre- and post-assessment process. The period of time between the pre- and post-assessments for determining student growth must be a minimum sixteen (16) weeks for semester classes and seven (7) weeks for quarter classes.
4. For employment decisions, the consideration of the student growth portion of the teacher evaluation must consist of a minimum of three (3) consecutive years of SGM data from the same grade level, subject matter, and/or age level.

C. Student Learning Objectives (SLOs)

1. When utilizing SLOs to construct SGMs, the teacher shall submit the completed SLO template (See Appendix G, Form 3) for approval to the SGM Committee no later than September 30.

2. Any SLO that is rejected by the committee shall be returned to the teacher with specific designation of deficiencies by October 15 with a timeline for the resubmittal of the corrected SLO.
3. The SGM Committee shall consist of an Association member from each building appointed by the Association and an Administrator from each building appointed by the Superintendent. SGM Committee members will be compensated at twelve dollars and fifty cents (\$12.50) per hour for any committee work outside of the contracted work day.

D. Absences

1. A student who has forty-five (45) or more absences for the school year will not be included in the determination of student academic growth.
2. A teacher who has been on an approved leave of absence for not less than twelve (12) weeks shall have the SGM portion of that school year used in the Final Summative Rating of Teacher Effectiveness calculated as follows:

a. Scheduled Absences

For teachers utilizing SLOs, the SLO developed by the teacher shall include the timeframe the teacher will be in attendance.

b. Unforeseen Absences

The SGM portion shall be recorded as exempt by the Superintendent within the eTPES system.

13.07 Professional Development and Improvement Plans

Professional Growth and Improvement Plans shall be developed in accordance with this section.

A. Professional Growth Plans

Teachers whose students evidence above or at expected levels of student growth shall develop a plan for professional growth collaboratively with their credentialed evaluators.

B. Improvements Plans

Teachers whose students evidence below expected levels of student growth shall develop an improvement plan with their credentialed evaluator.

The Improvement Plan shall describe the specific performance expectations, resources, timelines for completion of the plan, and assistance to be provided. Professional development, including mentoring/coaching shall also be provided.

13.08 Evaluators

Evaluations will be conducted by persons holding evaluator credentials established by the Ohio Department of Education. Teachers will be evaluated by their Building Administrator or immediate supervisor. Teachers assigned to multiple buildings will be evaluated by the Building Administrator in which they spend the majority of their contracted work day. In the event a teacher's time is divided equally between buildings, the evaluator will be assigned at the beginning of the school year and will complete all observations.

13.09 Observations

- A. Observations shall be a minimum of thirty (30) continuous minutes in length.
- B. All evaluations shall include two (2) formal observations.
- C. Evaluations for teachers on a limited contract who are under consideration for non-renewal shall include three (3) observations.
- D. All formal observations shall include a pre and post observation conference.
- E. A teacher may request a formal observation at any time in addition to those required by this procedure.
- F. All formal observations shall be scheduled with the teacher.

13.10 Walkthroughs

- A. All evaluations shall include at least two (2) walkthroughs.
- B. A walkthrough shall be no less than three (3) continuous minutes and no more than fifteen (15) continuous minutes.
- C. Teachers shall be provided with a copy of all documents relative to the walkthrough within two (2) workdays of the walkthrough.

13.11 Assessment of Student Growth

- A. The following categories will be utilized to determine student growth:
 - A1: Teachers instructing in value added courses exclusively.
 - A2: Teachers instructing in value added courses but not exclusively.
 - B: Teachers instructing in areas with Ohio Department of Education approved vendor assessments with teacher level data available.
 - C: Teachers instructing in areas where no teacher level value added or approved vendor assessment available.
- B. For Category B and Category C teachers, the first year of collected data for the evaluation procedure shall be derived from student growth measure scores from assessments taken in the 2013-2014 school year. The first evaluation cycle shall be considered completed by the first day of May of the 2013-2014 school year.

13.12 Evaluation Procedures

The minimum required evaluation procedure used throughout the District shall be in accord with the following guidelines:

1. Staff members will be evaluated once during the school year by the appropriate evaluator in accordance with Section 13.08. The evaluation will include two (2) formal observations and two (2) classroom walkthroughs. The first formal observation shall be completed by the end of the first semester. The second formal observation shall be completed during the second semester prior to April 15. The final evaluation report shall be provided to teachers by May 10.

The District shall manually enter and upload only the teacher performance rating and SGM data through the eTPES System to the Ohio Department of Education.

Teachers receiving an "Accomplished" rating on the most recent evaluation will be evaluated every three (3) years so long as student growth is average (OTES Scale) or higher for the current school year. For non-evaluation years, teachers will have one (1) observation and one (1) pre and/or post-conference. Teachers rated "Accomplished" will be notified by September 15 if it is an evaluation year.

Teachers receiving a "Skilled" rating on the most recent evaluation will be evaluated every two (2) years so long as student growth is average (OTES scale) or higher for the current school year. For non-evaluation years, teachers will have one (1) observation and one (1) pre and/or post-conference. Teachers rated "Skilled" will be notified by September 15 if it is an evaluation year.

2. Observations will include a pre-observation conference, an observation, and a post-observation conference. During the pre-observation conference the administrator will review the evaluation instrument and the teacher's Professional Growth Plan or Improvement Plan with the teacher. During the post-observation conference the administrator will review the results of the observation, present the teacher with evidence collected related to the evaluation rubric in alignment with the education standards and discuss with the teacher areas of reinforcement and refinement. A written Reinforcement/Refinement Plan (See Appendix G, Form 7) and/or Improvement Plan will be developed and discussed during the post observation conference. After the second formal observation, the teacher will be presented with the Final Summative Rating within fifteen (15) school days of the formal observation.

Except due to the extended absence of either party, the post conference between the teacher and the evaluator will be scheduled within five (5) days of an observation. A copy of the evaluation rubric and all evidence will be provided to the teacher within ten (10) days of the post conference.

3. The minimum content of an evaluation report shall contain the name of the teacher and evaluator; date and times of observation; the teacher's Final Summative Rating Sheet and the signatures of the teacher and evaluator.

4. The Final Summative Rating of Teacher Effectiveness shall be signed by the evaluator. The Final Summative Rating of Teacher Effectiveness should then be signed by the employee to verify notification to the employee that the evaluation will be placed on file, but the employee's signature should not be construed as evidence that the employee agrees with the contents of the evaluation report. The Final Summative Rating of Teacher Effectiveness, signed by both parties, shall be sent to the Superintendent.
5. The employee shall have the right to submit, within ten (10) work days, a written rebuttal for attachment to the evaluation report.

13.13 Forms

Evaluation forms utilized for the evaluation procedure shall be those attached in Appendix G, Forms 1-9. Any revisions to such forms shall be approved by the Evaluation Committee and subject to ratification by the Association and approval by the Board.

13.14 Grievance

Only procedural compliance with the evaluation procedure may be grieved. The substance and conclusions of the evaluation process cannot be grieved.

13.15 Additional Evaluations and Observations

In addition to the minimum required evaluation procedures it should be clearly understood that additional observations deemed necessary by the building administrator may be done at any time and do not require any specific pre-conference or specific length of time.

The teacher may request in writing to the Superintendent that an additional evaluation be conducted by another qualified administrator from the District or county office. He/she may elect to recommend a specific administrator; however, the ultimate choice of the additional evaluator shall rest with the Superintendent.

- 13.16 The Association and Board acknowledge that lengthy absences/extended illness may prohibit/delay observations and conferences as specified in 13.09.

13.17 Evaluation Advisory Committee

A standing Evaluation Advisory Committee will meet once annually in May to make recommendations regarding the evaluation process based on information reported to the Committee by teachers and evaluators. The Committee may schedule additional meetings as deemed necessary by the Committee. The Evaluation Committee will be comprised of three (3) building Principals and one (1) additional member appointed by the Superintendent and four (4) members appointed by the Association President. The Committee shall be advisory only.

Any recommended changes by the Committee to the evaluation procedure shall be by mutual agreement of the parties and subject to ratification by the Association and Board.

The Committee may be provided release time for all meetings. Committee members will be compensated at twelve dollars and fifty cents (\$12.50) per hour for any Committee work outside of the contracted work day.

13.18 The evaluation process of the Edison Local Schools shall serve as a key-determining factor in decisions relating to contractual status.

13.19 Change in Law Regarding Student Growth Measure

If the statutory student growth measure percentage is reduced by law from the current fifty percent (50%) level, the parties agree to enter into a MOU to incorporate the reduced percentage level into this Agreement.

ARTICLE XIV

SALARY

14.01 Base Salary

Effective with the 2016-2017 school year, the base salary shall be \$34,724. (See Appendix C-1, 2% increase).

Effective with the 2017-2018 school year, the base salary shall be \$35,418. (See Appendix C-2, 2% increase).

14.02 Salary Schedule Column Headings

1. B.A. - the employee must have a Bachelors Degree.
2. B.A.+10 - ten (10) semester hours of coursework taken after the Bachelors
OR 150 HRS Degree or a total of one hundred fifty (150) semester hours of
coursework including the Bachelors Degree.
3. B.A.+20 - twenty (20) graduate semester hours of coursework taken after the
Bachelors Degree.
4. M.A. - the employee must have a Masters Degree.
5. M.A.+15 - fifteen (15) graduate semester hours of coursework taken after the
Masters Degree. To apply, coursework must be education-related
and/or related to the teacher's area(s) of certification/licensure.
6. M.A.+30 - thirty (30) graduate semester hours of coursework taken after the
Masters Degree. To apply, coursework must be education-related
and/or related to the teacher's area(s) of certification/licensure.

14.03 Movement Between Columns

A transcript of credits or appropriate verification must be provided to the Treasurer prior to September 15 of each school year and the teacher will be advanced to the appropriate column effective with the beginning of the school year. Appropriate verification may be a grade slip or letter from the Registrar's office until such reasonable time a transcript is provided.

14.04 Possible Salary Schedule Adjustment

In the event the State Minimum Teacher Salary Schedule causes the enclosed base salary and/or index to be in noncompliance with the State Minimum Standards as required by ORC 3317.13, the Board will adjust all those individual salaries that are not in compliance to meet the minimum requirement. No salaries will be reduced.

ARTICLE XV

SUPPLEMENTAL PAY SCALE

- 15.01 Employees in the bargaining unit assigned supplemental duties shall be issued written supplemental contracts in addition to their regular contracts. Compensation for such additional services will be in accordance with the Supplemental Pay Schedule attached hereto as Appendix D.

All supplemental contracts are considered one-year limited contracts that will automatically expire at the conclusion of the school year. All open supplemental positions held by non-bargaining unit members will be posted each school year.

- 15.02 The Board of Education reserves the right at all times to add new positions or delete existing positions. A deletion would only occur at the end of an individual contract period or according to a uniform reduction. Should the Board create a new duty assignment for which a supplemental contract is required, a designee of the Board shall meet with the President of the Association or his/her designee to mutually determine an appropriate pay differential under the supplemental contract.

Consideration of new positions internally shall be taken through the proper channels by the ETA President. If the position is an athletic position, the request shall start with the respective Athletic Director and then be taken to the respective Principal, to the Superintendent, and to the Board of Education. All other positions shall be taken to the respective Principal, then to the Superintendent, and then to the Board of Education. All requests and rationale should be in writing. Requests denied by the Superintendent shall be considered final.

- 15.03 Normally, compensation for contracted supplemental duties shall be equally distributed over the twenty-six (26) or twenty-seven (27) pay periods (see Section 17.01) covering the contract year. However, supplemental contracts awarded after the beginning of the school year may be paid in a lump sum at the end of the activity.
- 15.04 Supplemental contracts shall first be filled with the most senior qualified bargaining unit member that applies for the position. Supplemental contracts may be filled with individuals outside of the bargaining unit only when there are no qualified applications from bargaining unit members for the position.
- 15.05 A committee composed of both Administration and Association members will be established in August, 2017 to address Supplemental positions and the Supplemental Salary Schedule. All recommendations made prior to the next round of negotiations will be made to both the Association and the Board for ratification

ARTICLE XVI

TRANSPORTATION REIMBURSEMENT

- 16.01 Teachers who by the nature of their regular teaching assignments, excluding supplementals, are required to travel during their regular day shall be reimbursed at the IRS-approved limit of each contract year rounded down to the nearest whole cent per mile. Mileage will be measured daily from the first school to the final school. Teachers will submit travel vouchers bi-monthly and will be paid within two (2) weeks.

ARTICLE XVII

PAY CHECKS

- 17.01 The Board shall pay salaries in twenty-six (26) or twenty-seven (27) equal installments as necessitated to maintain a bi-weekly pay schedule.
- 17.02 All employees shall receive their pay via electronic direct deposit to their personal bank account.
- 17.03 All direct deposit receipts, District correspondence (when possible), and job postings will be emailed to each teacher at his/her District email address.
- 17.04 In the event of a payroll error resulting in an underpayment to an employee, the employee should notify the Board Treasurer as soon as possible. Upon notice to the Board Treasurer, the employee will receive the correct compensation no later than the next regularly scheduled pay date provided that payroll has not yet been processed. If the payroll error results in an overpayment to the employee then the Board Treasurer and the employee will work out a mutually acceptable repayment plan within the fiscal year. Failure to mutually agree will result in the Treasurer implementing a repayment plan consistent with Auditor of State requirements.

ARTICLE XVIII

CHECKOFF

18.01 Association Dues

- A. The Board will checkoff membership dues, initiation fees and assessments during the school year on the basis of individually signed checkoff authorization cards. The Association shall furnish the Board with signed checkoff authorization cards on or before October 15 of each school year. The initial deduction shall be taken from the second paycheck after October 15 of any school year and equal deductions shall continue to be taken through the final paycheck for the year. The Treasurer of the Board shall remit monthly to the Association the total deducted for that month.
- B. The Association shall indemnify and save the Board harmless against any and all claims that arise out of the deductions as provided in Section A above; provided that nothing herein shall be interpreted or construed to obligate the Association to indemnify or save the Board harmless from any action taken or not taken due to the mistake, neglect or inadvertence of the Board, its officers, agents or employees in receiving, processing, and acting upon the authorization of the dues deduction.

18.02 Other Deductions

The Board will checkoff for annuities, savings bonds, insurance, and credit union upon presentation of written authorization from an employee.

In order to ensure the efficient operation of the District, the Board will only checkoff those annuities that five percent (5%) or more of the bargaining unit wish to invest in. If less than five percent (5%) of employees wish to be involved in a specific annuity, they will be directed to a third party administrator.

ARTICLE XIX

INSURANCE PROGRAM

Proposal to move to the HESE Wellness Plan from current plan effective September 1, 2016.

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

19.01 The employee contribution amount for insurance coverage shall be twelve percent (12%) of the cost of the premium. The employee's contribution shall not exceed eighty-five dollars (\$85) per month for single coverage and one hundred seventy-five dollars (\$175) per month for family coverage.

19.02 Any employee who is eligible for medical insurance and elects to decline coverage shall receive two thousand dollars (\$2,000). This election is also available to spouses who are both employed by the Edison Board of Education. For part-time employees covered by this Agreement, the Board will pay a pro-rated portion based on the amount of time worked by the part-time employee.

Election of the option shall be made, in writing, to the Treasurer by using the form attached hereto as Appendix B, by September 1 annually.

Such payment in lieu of participation shall be made in two (2) installments (December 1 and June 1), and shall not be subject to STRS contributions but shall be subject to all other applicable taxes.

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 Section 19.01 upon notification to the District Treasurer, and the stipend shall be pro-rated.

19.03 A Section 125 flexible spending account shall be available to each employee. Participation in such account shall be the option of each employee.

19.04 Working Spouse Provision

1. Effective February 1, 2013, spouses of employees who elect family coverage, who are 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 their employer, business, organization, or any retirement plan, the spouse will be required to enroll in at least Single coverage through their employer, business, organization, or retirement plan sponsored group insurance coverage.

2. This requirement does not apply to any employee's spouse who:
 - a. Works less than twenty (20) hours per week AND is required to pay more than fifty percent (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.
 - b. 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.
 3. The spouse can be maintained on an employee's family plan as secondary coverage; primary coverage will be the spouse's insurer, or employer, business, organization, or retirement plan sponsored group health insurance, whichever is appropriate.
 4. This provision shall be administered in accordance with the Huron-Erie Schools Employee Insurance Association working spouse coverage policy.
- 19.05 The Board will provide and pay one hundred percent (100%) of the premium cost to provide fifty thousand dollars (\$50,000) life insurance for all full-time employees. After an employee attains a certain age, the employee will receive a lesser amount due to the insurance provider's age retention schedule.
- 19.06 The parties agree to form and participate in an insurance committee to meet and discuss concerns relating to insurance coverage, administrative, and costs issues. The committee shall meet on a quarterly basis or as agreed to by the parties. The committee shall be advisory in nature and shall not have authority to unilaterally change the negotiated coverage. The total number of members shall be six (6), with both parties designating three (3) members each. At times, OAPSE members may be invited to participate.
- 19.07 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 any attempt by the Board to reduce benefit coverage below coverages currently in existence.
- 19.08 An employee may enroll in or change the status of his/her insurance coverage due to any of the following conditions:
1. open enrollment period(s);
 2. change in marital status;
 3. birth or adoption of a child;
 4. death of spouse or dependent;
 5. any event outside of the employee's control which causes loss of insurance; and/or
 6. any event which changes dependent status.

ARTICLE XX

PHYSICAL EXAMINATION REQUIREMENTS

20.01 Physical Exam

The Board may on occasion require a medical examination of an employee. 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 employee. If agreement is not reached on a physician, the employee may be examined by the physician of his/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 the Board's expense.

ARTICLE XXI

TEACHERS SUBSTITUTING DURING THEIR PLAN TIME

- 21.01 In those cases where regular substitutes are not available, regular teachers who volunteer may be used as substitutes. In the absence of volunteers, teachers may be assigned by the Administration to serve as substitutes. Volunteers and assigned teachers will be paid at the same hourly rate as shown on the Supplemental Pay Schedule for summer school and tutors.
- 21.02 This provision of this Agreement will not prohibit the administration from assigning an aide when supervision only is required.

ARTICLE XXII

ASSOCIATION RIGHTS AND RESPONSIBILITIES

- 22.01 Inasmuch as the Association is recognized as the sole and exclusive organization representing the teachers, the Board recognizes that in order to effectively represent and communicate with its members, certain services are necessary.
- 22.02 The Board, therefore, authorizes the Association the following rights which shall not be granted to competing organizations except as required by law:
- A. To use the facilities of any building 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. The Association will pay reasonable charges for use of buildings in accordance with Board policy.
 - B. To use Board-owned equipment including typewriters, calculators, copy machines, computers, public address equipment, and audio-visual equipment at times which do not interfere with the operation of the school system. Any expendable supplies, such as duplication and typing paper, duplicating masters and stencils, will be reimbursed to the Board by the Association. Copies will be reimbursed at the current rate.
 - C. To use the school email system and inter-school mail system in the schools' offices to distribute information to teachers.
 - D. To use bulletin boards in teacher lounges or workrooms to disseminate information to teachers.
 - E. To use telephones in any building to carry out Association business. These calls are not to be made at a time that interferes with duties assigned by the Board and Administration. No fees or toll charges shall be charged to the Board.
 - F. To allow representatives to call meetings of Association members within the building, but not on class time or in conflict with other scheduled meetings.
 - G. To allow the President of the Association or his/her designated official to visit schools. Upon his arrival he shall notify the principal of his presence. Visits that are made to discuss special problems of teachers 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.
 - H. The President of the Association shall be provided release time without loss of salary or other benefits to conduct Association business. The Board shall provide up to a total of eighty (80) hours President/Co-President Leave per year.

22.03 The Association will be provided with:

- A. Copies of all Board agenda, minutes and financial reports upon specific request to the Superintendent by the President of the Association.
- B. Copies of the following forms: appropriations, budgets, and training and experience grids. Such copies shall be given to the President of the Association as soon as it is feasible after such forms are filed with the agency required by law.
- C. Upon specific request for a special item, available information which may be necessary to process grievances.
- D. There will be no reprisals of any kind taken against any teacher by reason of his membership in the Association or participation in any of its activities. Neither will the Association take reprisals of any kind against any teacher in order to force membership in the Association.
- E. A place on the agenda of all regular Board meetings to be used by the Association to communicate with the Board.

ARTICLE XXIII

LENGTH OF SCHOOL YEAR AND DAY

- 23.01 Each school year shall not exceed a total of one hundred eighty-seven (187) days or the hourly equivalent (1402.5 hours), and shall include one hundred eighty (180) pupil days and seven (7) staff days to be scheduled as follows:
- a. two (2) staff days at the start of the school year (one [1] of these days may be used for in-service).
 - b. a staff day at the end of each of the four (4) grading periods.
 - c. a staff day on the second Friday of October which can be used for activities the employee wishes to pursue. (Said day is in recognition of employee work time, i.e. after school day meetings, open house, graduation, etc.)

In the event the Board and/or a building principal schedules an in-service program/meeting(s) that exceeds forty-five (45) minutes in length on one of the staff days at the end of a grading period, the ETA president will be notified in writing at least ten (10) days prior to such in-service/meeting, including a brief description/explanation for such program/meeting.

- 23.02 The length of each school day in the high school, middle school, and elementary shall be seven (7) hours thirty (30) minutes plus thirty (30) minutes for lunch. This length of day shall not prohibit the Administration from scheduling staff meetings, classes, and conferences that exceed seven (7) hours thirty (30) minutes. Such discretion to schedule staff meetings/classes/conferences shall be exercised reasonably and shall not be arbitrary or capricious.
- 23.03 Each full-time classroom teacher shall receive at least three hundred (300) minutes per week for instructional planning. Further, each full-time classroom teacher shall receive thirty (30) minutes per day for lunch. Planning time shall be pro-rated for teachers who work less than full-time.
- 23.04 The Administration/Board acknowledges that a teacher's primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end. Therefore, the Administration/Board will make a reasonable effort to relieve the teacher from as many non-professional assignments as practical.
- 23.05 A committee consisting of three (3) administrators appointed by the Superintendent, four (4) teachers appointed by the ETA president, and one (1) representative from OAPSE Local #350 shall meet in October to draw up two (2) or three (3) proposed school calendars for the succeeding school year(s). All employees shall be given an opportunity to vote on the proposed calendars. The vote tabulations and the calendars will be presented to the Board. If the Board rejects the calendar receiving the most votes, an explanation for said rejection shall be given and the calendar committee shall be given one (1) additional opportunity to submit another proposed calendar to the staff for a vote which shall then be presented to the Board for approval.

- 23.06 All teachers assigned to a school building may be required to attend not more than nine (9) staff meetings per year called by the Principal of that school. Staff meetings shall not go beyond the normal school day by more than three (3) hours for the whole year.
- 23.07 Each school year, four (4) days shall be designated for parent-teacher conferences. On such days students shall attend school only the amount of time required to meet state minimum standards. Early release of students on these days shall be for the purpose of providing time for parent-teacher conferences. In addition, each teacher shall be scheduled for conferences for a total of eight (8) hours beyond the normal workday in the fall and in the spring. The staff days scheduled at the end of the first and third grading periods shall be allocated to certificated/licensed staff members for them to use for any activities they wish to pursue. Said days are in recognition of services provided beyond the normal workday for parent-teacher conferences.
- 23.08 Effective with the 2016-2017 school year, make-up days under ORC 3313.48 will not include the first five (5) weather emergency days (or other days when schools are closed) and will be counted as "work days." The following three (3) days missed for calamity, will be classroom lessons via the District's website or through blizzard bags. Any days missed beyond eight (8) will be made up according to the Board adopted school calendar.
- 23.09 The Superintendent will have the discretion to not require students/staff to make up days missed if they are over on the hourly requirements outlined in ORC 3313.48.

ARTICLE XXIV

REDUCTION IN FORCE

24.01 When, by reason of budgetary constraints, changing course offerings, decreased pupil enrollment, suspension of schools or territorial changes affecting the District, and/or return to duty of a regular teacher after a leave of absence, the Board of Education finds it necessary to reduce the number of teachers, it will make a reasonable reduction. In making such reduction, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent of Schools.

For RIF purposes only, employees under continuing contracts shall have greater seniority than employees under limited contracts and be given preference in descending order of seniority.

For RIF purposes and this Article, the Board of Education may establish within the bargaining unit the certification/licensure required for a teacher to be recalled to an art, music, or physical education position. All other positions shall be governed by the Ohio Department of Education certification/licensure requirements and Every Student Succeeds Act (ESSA) highly qualified requirements.

24.02 The procedure for a reduction in staff shall be:

- A. Every effort will be made to reduce the staff by normal attrition first. Attrition means not replacing people who retire, die, or whose limited contracts are not renewed in accordance with the provisions of this Agreement.
- B. In making reductions, the Board shall proceed by giving preference on the basis of contract status. Recommended reductions in a teaching field will be made by giving teachers on continuing contract preference. Seniority shall not give preference to any teacher, except when making a determination between teachers who have comparable evaluations. For the duration of this Agreement, teachers shall be deemed comparable based solely on the teacher performance rating categories (i.e., all Accomplished deemed comparable, all Skilled deemed comparable, all Developing deemed comparable, all Ineffective deemed comparable). If the length of service of two (2) or more teachers is equal, seniority will be determined by Article XXX.
- C. Continuing contract teachers may be reduced only after the reduction of all limited contract teachers with comparable performance ratings, having the same teacher performance ratings certification/licensure. If the length of service of two (2) or more teachers is equal, seniority will be determined by Article XXX.
- D. Any limited contract teacher so affected by RIF, may elect to displace any other limited contract teacher with less seniority, if the more senior teacher meets the Board's established certification/licensure for art, music, and physical education positions. All other positions shall be governed by the Ohio Department of Education certification/licensure requirements and Every Student Succeeds Act (ESSA) highly qualified requirements.

- E. Any continuing contract teacher so affected by RIF, may elect to displace any other teacher with less seniority, if the more senior teacher meets the Board's established certification/licensure for art, music, and physical education positions. All other positions shall be governed by the Ohio Department of Education certification/licensure requirements and Every Student Succeeds Act (ESSA) highly qualified requirements.
 - F. Prior to implementation of a RIF, no transfer, reassignment, or job reclassification shall take place which would cause a more senior employee to be RIF'ed before a less senior employee.
 - G. If reductions in force affecting the Bargaining Unit are contemplated, the Board shall give notice of its intention to the Association without delay. Such notice will be in writing and will include the specific positions to be affected, the individuals affected if known, the date of the Board's meeting at which the RIF will be considered, the effective date of the RIF, the proposed schedule of reductions, and the reasons for the proposed action. Within five (5) days after issuing said notice, the Board will, if requested to do so, enter into discussions with the Association regarding the impact or contemplated layoffs and other affected conditions of employment.
- 24.03 A teacher affected by RIF will be notified no less than thirty (30) calendar days before his/her effective date of layoff. The Association President shall be sent a copy of the said notification at the same time. The notice shall state the reason for RIF, the effective date of the contract suspension, and the date of the Board's action to implement the RIF.
- 24.04 All teachers laid off as a result of a reduction will be placed on a recall list. Recalls will be in inverse order of layoffs provided the teacher in line for recall is certified and meets the Board's established certification/licensure for art, music, and physical education positions. All other positions shall be governed by the Ohio Department of Education certification/licensure requirements and Every Student Succeeds Act (ESSA) highly qualified requirements.
- 24.05 A teacher on the recall list shall be offered re-employment to a vacant position before an employed bargaining unit member may be transferred to such position, if the transfer would deny re-employment to the employee on the recall list. The recalled teacher must meet the Board's established certification/licensure for art, music, and physical education positions. All other positions shall be governed by the Ohio Department of Education certification/licensure requirements and Every Student Succeeds Act (ESSA) highly qualified requirements.
- 24.06 Teachers on limited contracts shall remain on the recall list for twenty-four (24) months subsequent to layoff and continuing contract teachers shall remain on the list permanently unless the teacher has refused a position equivalent to that held by the teacher at the date of lay off. A laid-off teacher shall at all times have the obligation of notifying the Treasurer of the Board of changes in his/her residential address and of any new areas of certification/licensure attained subsequent to the layoff.
- 24.07 The twenty-four (24) month call back period shall be calculated beginning with the bargaining unit member's effective date of layoff.

- 24.08 Recalls shall be communicated by certified mail directed to the employee at the employee's last current residential address as reflected by the records of the Treasurer of the Board.
- 24.09 A teacher shall lose his/her right to remain on the recall list if he/she refuses to accept recall to a vacancy equivalent to the position he/she previously held at the date of layoff. However, if the refusal is due to a contractual obligation to another district, such teacher will remain on the recall list through July 10 of the following calendar year and will be subject to recall only if another vacancy occurs.
- 24.10 If a teacher is recalled to a less than full time position, they will remain on a recall list for any full-time vacancies as they occur, following the same procedure of seniority and certification/licensure.
- 24.11 Within five (5) days of receipt of the recall notice, the affected teacher shall accept the position by replying in writing to the Superintendent. Failure to accept in writing shall be deemed to constitute refusal of recall.
- 24.12 If recalled, the teacher shall resume his/her previous contract status with the same seniority, accumulated sick leave, and position on the salary schedule. A teacher recalled to a position other than where he/she left shall be entitled to consideration for transfer into his/her position should such a vacancy later occur.
- 24.13 While on the recall list, a teacher will have the option to remain an active participant for hospitalization and other board-provided fringe benefit programs by contributing thereto the amount(s) necessary to maintain such benefits.
- 24.14 Teachers on the recall list will be given preferential treatment as substitute teachers.

ARTICLE XXV

ACADEMIC FREEDOM

- 25.01 Teachers shall be directed by and held responsible for teaching the material in the adopted course of study.

When teaching material from the course of study, it is recognized that instruction and individual growth can best be achieved in an atmosphere free of artificial restraints upon inquiry and learning and in an environment in which academic freedom for teacher and student is encouraged. Academic freedom, as defined in the interpretations of the Constitution of the United States, shall be guaranteed to all teachers in the District.

- 25.02 Objectivity

A major goal of education in a free society is to develop persons who can think critically, understand their culture, live compassionately with others, make sound decisions and live with the consequences of their judgment. Public education in a pluralistic society must strive to present, as objectively as possible, varied events, activities and perceptions reflected in history, literature and every other source of mankind's thought and expression. Because points of view differ and biases exist, students must have access to materials which express this diversity of perspective.

It is the responsibility of the teacher to make certain that information presenting different sides of an issue is available; however, teachers must take into account the relative maturity of their students and the need for guidance and help in studying issues and arriving at balanced views.

A teacher who is in doubt about the advisability of discussing certain issues in the classroom should confer with the Principal concerning the appropriateness of doing so. If discussion of an issue is not approved by the building Principal, the teacher may refer the issue to the Superintendent.

- 25.03 Intellectual Honesty

The principle of academic freedom presupposes intellectual honesty on the part of the person who exercises it and that he can and will discriminate among facts relating to an issue. In expressing a personal opinion, a teacher will make it known to students that the view is his own and will not attempt to bring students to a commitment to that personal viewpoint.

- 25.04 Manner

Instruction should be objective and scholarly with a minimum of emphasis on opinion. The teacher must approach instruction in the classroom in an impartial and unprejudiced manner and must refrain from using classroom privileges and prestige to promote a partisan point of view.

ARTICLE XXVI

TUITION REIMBURSEMENT

26.01 The Board and the Association recognize the value of continued education by members of the teaching staff. The parties mutually agree that the learning process and the quality of education will be substantially enhanced when teachers acquire additional expertise in their teaching fields and when they have familiarized themselves with up-to-date teaching techniques.

26.02 All teachers of the School District shall be eligible for tuition reimbursement subject to the following guidelines:

A. The Board will pay, upon successful completion (B or better or Pass in Pass/Fail Courses), sixty percent (60%) of the cost of tuition. Course work must be taken from an accredited college/university.

B. Applicants must have course work approved by the Superintendent prior to the first day of class in order to qualify for reimbursement.

C. Reimbursement will be made for graduate or undergraduate courses which fall into one (1) or more of the following categories:

1. courses which are directly related to the employee's teaching assignment,
2. courses which relate to any certification/licensure area listed on the individual's teaching certificate(s)/license(s),
3. other course work specifically approved by the Superintendent,
4. other course work that may lead to an educational degree or additional certification/licensure.

Teachers who take courses at the Board's expense that will lead to an educational degree or additional certification/licensure will be required to teach in the District one (1) year beyond the completion of the course(s) or they will be required to reimburse the Board for any money they have received the previous year for the course(s).

D. The maximum number of hours reimbursable per employee shall be twelve (12) quarter hours or nine (9) semester hours per fiscal year.

E. The amount of money that the Board will appropriate for tuition reimbursement will be twenty-five thousand dollars (\$25,000) per fiscal year.

F. Reimbursement shall be based on a "first-come, first-served" basis determined by the date application is made by the employee. Requests for tuition reimbursement shall be submitted to the Superintendent on the form attached hereto as Appendix F.

G. Upon completion of a course(s), the employee 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.

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

ARTICLE XXVII

SEVERANCE PAY

27.01 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 sixty-three (63) days (equivalent prorated hours for part-time employees) of sick leave. For this purpose, retirement means that the employee has been approved for retirement by the State Teachers 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.

27.02 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 sixty-three (63) days (equivalent prorated hours for part-time employees) of sick leave.

27.03 For purposes of this article only, an employee's per diem rate of pay shall be calculated based on a work year of one hundred eighty (180) days.

27.04 Any employee who first becomes eligible for full service credit retirement with STRS as outlined in ORC 3307.58, elects to retire, and is approved by STRS 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 ten (110) days (equivalent prorated hours for part-time employees) of sick leave. Once an employee first becomes eligible for full service credit retirement with STRS as outlined in ORC 3307.58, that employee must take advantage of retirement to receive the two-thirds (2/3) benefit or revert back to Section 27.01 only.

27.05 Any employee who first becomes eligible for retirement by reaching age fifty-five (55) with at least twenty-six (26) years of service or any age with thirty (30) years of service credit until August 1, 2017; after August 1, 2017 until August 1, 2019 any employee who first becomes eligible for retirement by reaching twenty-seven (27) years of service credit and has attained age fifty-five (55) or has thirty (30) years of service credit at any age, elects to retire, and is approved by STRS 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 ten (110) days (equivalent prorated hours for part-time employees) of sick leave. When an employee is first eligible under this

Section (27.05) 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 27.01 until he/she reaches service eligibility under Section 27.04.

- 27.06 The Board of Education reserves the right to limit the number of employees taking advantage of Sections 27.04 and 27.05 to five (5) employees per school year. If the number of applicants exceeds five (5), the Board shall approve applications based on continuous years of service in the Edison Schools.
- 27.07 An employee wishing to take advantage of Sections 27.04 or 27.05 must inform the Superintendent, in writing, of his/her intent to retire by March 1 of the retirement year. A statement from STRS shall be provided to the Treasurer's office to verify the years of service.
- 27.08 Payments of severance provided by Sections 27.01 and 27.02 shall be made within thirty (30) days of official retirement or death.
- 27.09 Payments of severance provided by Sections 27.04 and 27.05 shall be made on the first regular pay date in the calendar year following retirement.

ARTICLE XXVIII

CLASS SIZE AND WORK LOAD

28.01 The Board will strive to maintain class sizes that do not exceed twenty-two (22) pupils in grades K-3, twenty-five (25) pupils in grades 4-5, and thirty (30) pupils in grades 6-12. Excluded from these class size limits will be band, choir, study hall, homeroom activities, physical education, art, health, and music. The Board will strive to maintain elementary art, music, and physical education classes with no more than thirty-two (32) students.

The Edison Board will meet State Minimum Standards in regards to class size. In addition, it is the intent of the Board to balance class size/workload within a given building and within a comparable subject area.

No individual teacher will be assigned more than a total of five hundred (500) students per week in grades 1-5. Teachers of music, art, and physical education will not be required to assess kindergarten classes.

28.02 Subject preparations at a given time should not exceed a maximum of four (4) excluding special education subjects and self-contained elementary classrooms. Any other teacher scheduled for more than four (4) preparations as listed herein shall receive a stipend of two hundred dollars (\$200) per year for each preparation in excess of four (4), such stipend shall be paid on the second pay date following the end of each semester. Class preparations exceeding four (4) on a quarter or semester basis will be prorated accordingly. For purposes of this section, Language Arts preparations shall be defined as in Section 28.03.

28.03 Subject preparations for Elementary (K-5), if not a self-contained classroom:

1. Language Arts - Handwriting, Reading, Spelling, English, and Written Composition
2. Math/Computers
3. Social Studies
4. Science/Health & Safety
5. Music, Physical Education, and Art

28.04 If elementary art, music, and physical education teachers voluntarily combine classes, resulting in classes over thirty-two (32) students, then the teacher shall not be eligible for the stipend.

If maximum class size levels are exceeded, the affected teacher will receive a stipend of one hundred dollars (\$100) per student per semester. Such stipend shall be paid on the second pay date following the end of each semester.

For the purpose of computing the stipend, payment for each student will be prorated based on the number of days the student is enrolled in the class.

28.05 Special education teachers shall be granted two (2) professional days each school year to prepare IEPs and prepare for IEP meetings.

ARTICLE XXIX

OPEN ENROLLMENT

- 29.01 Dependents of bargaining unit 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.
- 29.02 With regard to the School District's Preschool program, student openings shall first be given to grant funded students. Dependents of bargaining unit members shall be given preference for all remaining openings.
- 29.03 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 XXX

COLLEGE CREDIT PLUS

30.01 Coursework/Reimbursement

- A. The Edison Local Board of Education will reimburse 100% of the tuition for graduate classes in the teacher's area of content certification/licensure for teachers who teach grades 9-12. Upon successful completion of the course (B or better or Pass in Pass/Fail courses), the teacher is required to submit an official transcript or grade report and tuition receipt prior to being reimbursed. Reimbursement will be issued within four weeks following submission of grades and receipts.
- B. Teacher candidates must apply to the Program in order to be considered. A letter of interest, resume & official transcripts must be submitted to the superintendent. Acceptance will be based on teacher evaluations, district needs and recommendations from building principals.
- C. Applicants must have coursework approved by the superintendent prior to the first day of class in order to qualify for reimbursement.
- D. Coursework must be taken with a cooperating College or University for the teacher to receive 100% reimbursement for the courses taken. Teachers may elect to take coursework with a non-cooperating College or University, however reimbursement for non-cooperating Colleges and Universities will be at 60% as per Article 26.02 (A) of this Agreement.
- E. The exception to paragraph (D) would be if the coursework necessary to become credentialed is not offered by a cooperating College or University. In this case a teacher would be reimbursed at 100% for coursework taken at an agreed upon College or University.
- F. If a teacher starts the Program but does not finish (meaning an initial M.Ed. in their discipline or the 18 graduate hours) within five years, he/she must reimburse the Board 40% of any tuition money received as part of this Program.
- G. The money used to pay for the coursework for credentialing teachers to teach CC+ courses will be separate from the \$25,000 used for tuition reimbursement as per Article 26.02 (E) of this Agreement.

30.02 Employment

- A. The teacher must remain an employee of the district for a period of four (4) years beyond the last graduate class the teacher was enrolled while receiving 100% reimbursement. If a teacher leaves the district before the four (4) year commitment is fulfilled, he/she must reimburse the Board for any tuition money received as part of this Program minus 25% for each year taught in the district during the four (4) year commitment period.

- B. Should a teacher in the Program be subject to a Reduction in Force (RIF) during the four (4) year commitment period there would be no reimbursement obligation. The exception would be if a teacher is recalled to equal or greater status and they turn down the recalled position. The teacher would then be required to reimburse the School District as per Section 30.01(F) of this Agreement.

30.03 Stipend

- A. Once a teacher is qualified and is teaching an approved CC+ course at Edison High School, he/she will receive a stipend of \$500 per class for each semester taught.

ARTICLE XXXI

SENIORITY

31.01 Definition

- A. Length of continuous service within the Edison School District. It shall be determined first by the employee's first paid day of work in the District, then by the date of the Board of Education meeting at which the individual was hired. Any remaining ties will be broken by lot. All involved parties shall have the opportunity to be present for such tiebreaking.

A paid leave day shall not constitute an employee's first day of work.

31.02 Procedure for Calculating Seniority

- A. Seniority shall begin to accrue from the first paid day worked in a bargaining unit position.
- B. Seniority shall accrue for all time an employee is on active pay status.
- C. Time spent on inactive pay status (unpaid leave, disability, workers' compensation, or layoff) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.
- D. Full-time employees shall accrue one (1) year of seniority for each year worked. A year worked shall be defined as at least one hundred twenty (120) work days.
- E. Beginning July 1, 2012, part-time employees shall accrue seniority on a pro-rated basis. Part-time employees shall maintain any accumulated seniority held prior to July 1, 2012.
- F. No employee may accrue more than one (1) year of seniority in any work year.

31.03 Equal Seniority

- A. A tie in seniority shall occur when two (2) or more employees have the same amount of seniority credit as determined by the seniority list.
- B. Ties in seniority shall be broken by the following method to determine the most senior employee:
 - 1. The employee with the first day worked shall be deemed most senior.
 - 2. If a tie persists, seniority shall be determined by the date of the Board of Education meeting at which the employee was hired.
 - 3. If a tie persists, seniority shall be determined by lot with all involved individuals present for such tiebreaking. Ties by lot shall be determined by September 30th of each school year.

31.04 Posting of Seniority List

- A. The seniority list will be compiled and emailed to all Association members by October 31 of each year.
- B. The seniority list shall include a list of all teaching employees of the District, including those on any type of leave, indicating all areas of certification, license, the first day worked, the date of the Board resolution to hire, and the contract status (limited/continuing) of each employee. The names of the persons on the seniority list shall appear in seniority rank order with the name of the most senior employee appearing at the top of the listing and the name of the least senior employee appearing at the bottom.
- C. Each individual staff member shall have twenty (20) calendar days from the date of posting to authenticate the validity of all data pertaining to his/her seniority status. Any errors must be brought to the attention of the Superintendent in writing within the twenty (20) calendar day period. The Superintendent shall investigate all reported inaccuracies, make adjustments as may be in order, and post an updated list immediately. No protest shall be considered after twenty (20) calendar days of the posting of the seniority list and the list shall be considered as final until the next posting.

DEFINITION

Seniority - Length of continuous service within the Edison School District. It shall be determined first by the employee's first paid day of work in the District, then by the date of the Board of Education meeting at which the individual was hired. Any remaining ties will be broken by lot. All involved parties shall have the opportunity to be present for any such tiebreaking. A paid leave day shall not constitute an employee's first day of work.

ARTICLE XXXII

COMPLAINTS AGAINST TEACHERS

- 32.01 The Board considers that good relations between the community and the school is one of the most important responsibilities of the Board, the Administration, and the staff.
- 32.02 The Board also believes that any person having a complaint against a teacher should refer that complaint to the appropriate administrator. The administrator will then notify the teacher of an alleged complaint.
- 32.03 If requested by either the complainant or the teacher, the appropriate administrator will attempt to arrange a meeting involving the teacher and the complainant to discuss the complaint.
- 32.04 If the complaint is not resolved at the administrative level to the satisfaction of the complainant or the teacher, 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.
- 32.05 At each stage of the complaint procedure a teacher may request and be accompanied by an Association Representative.
- 32.06 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 employee must sign and date any copy which is to be kept in his/her personnel file. The employee's signature shall affirm receipt of a copy but does not indicate agreement with the content of the complaint. The employee may file a written response to such complaint with the appropriate administrator.
- 32.07 Nothing in this article will prohibit any administrator from reporting any complaint against a teacher that is required as a result of local, state, and federal laws and/or the State Department of Education.

ARTICLE XXXIII

EQUAL RIGHTS CLAUSE

33.01 The parties to this Agreement jointly pledge that provisions of this Agreement shall be applied uniformly to all teachers without regard to age, race, color, religion, gender, national origin, sexual preference, disability or handicapping condition.

ARTICLE XXXIV

STUDENT DISCIPLINE AND TEACHER PROTECTION

34.01 Shared Responsibility

Faculty and administration share the responsibility for creating an orderly climate which facilitates academic achievement. The leadership for an orderly climate comes from the Principal, but the entire staff shares the responsibility.

34.02 Student Code of Conduct

Each building shall have a Student Code of Conduct that addresses such problems as: truancy, excessive absenteeism, tardiness, fighting, insubordination, cheating and failure to complete assignments. This plan shall represent the basic expectations of the school for student behavior within the building and on school grounds. It shall include specific expected behaviors and consequences.

34.03 Classroom Discipline

Each teacher shall have a Classroom Discipline Plan that consists of essential rules that must be followed by all students and consequences. These plans shall compliment the building's Code of Conduct and be consistent from class to class, although each teacher may be allowed to modify the classroom plan to meet his/her needs. Each teacher will be expected to:

1. Receive the Principal's approval of the plan,
2. Send copy of class rules and discipline plan home to parents (parent signature recommended),
3. Give positive reinforcement to students who comply with rules,
4. Follow through by consistently and professionally carrying out the plan,
5. Adjust the plan and consequences if needed.

34.04 Expectations for Behavior

Just as in academics, the key to effective discipline is the level of expectation which the staff holds and the consistency with which it is upheld. Expectations for behavior must be related to the learning process. Decisions on which behaviors are appropriate or inappropriate must be based on how they affect the learning climate.

34.05 Support and Assistance

The Board recognizes its responsibilities to provide a safe classroom environment and reasonable support and assistance to teachers in their efforts to create a positive learning climate. When it is determined that a student requires the attention of special counselors, social workers, law enforcement personnel, a physician, or other professional persons, the building Principal will take steps to arrange for such services. If it is determined that a teacher should be relieved of responsibility with respect to a student, the building principal shall take the appropriate steps in accordance with O.R.C. 3313.661.

ARTICLE XXXV

BOARD RIGHTS

- 35.01 Unless the Board agrees otherwise in this Collective Bargaining Agreement, nothing in Chapter 4117 of the Revised Code impairs the right and responsibility of the Board to:
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.
- 35.02 The aforementioned management rights shall be limited only by the specific and express terms of this Agreement.

ARTICLE XXXVI

DRUG-FREE WORKPLACE

- 35.01 The Edison Board of Education and the Edison Teachers 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.
- 36.02 Any teacher employed by the Edison Board of Education 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 XXXVII

HEALTHY WORKING ENVIRONMENT

- 37.01 All bargaining unit members represented by the Edison Teachers Association shall be guaranteed a tobacco-free workplace. All school-leased and owned buildings, facilities, as well as school-owned and leased vehicles are to be designated tobacco-free during regular school hours and during times when children and/or students are using school-owned or leased buildings and/or vehicles. At no time will there be tobacco use inside school-leased and owned buildings.
- 37.02 The Board shall comply with OSHA and AHERA standards and regulations relative to its buildings and facilities. It is agreed that safety must be a concern and responsibility of the Edison Teachers Association and the Board.
- A. The Association and Board, through its Superintendent, agree to form a Labor/Management/Safety Committee (LMSC), to foster a better relationship to discuss items of mutual concern involving health and safety, as well as, attempting to resolve conflicts or disagreements.
 - B. The LMSC will consist of equal numbers of Employer and Association representatives. The Superintendent shall appoint the Board representatives and the Association President shall appoint the bargaining unit representatives.
 - C. The LMSC shall meet at least once each school year and other times upon written request of one of the parties. An agenda shall be established for each scheduled meeting.
 - D. Discussion and or resolutions of items by the LMSC shall not be construed as collective bargaining under Ohio Revised Code Chapter 4117. At times, depending upon the issue, members of the OAPSE Local Chapter maybe involved in discussion of the LMSC.
 - E. Nothing herein shall be construed from denying a bargaining unit member from bringing a health and safety concern to the member's appropriate supervisor. Nor shall this Article be construed as limiting the Board's authority to correct a health and safety matter outside of the involvement of the LMSC.

ARTICLE XXXVIII

FILING AND MAINTENANCE OF CERTIFICATES/LICENSES

- 38.01 Teachers of the bargaining unit shall be responsible for filing with the Treasurer of the Board all certificates/licenses issued to the teacher by the Ohio Department of Education within ten (10) days of receipt of such certificates/licenses or at such other times as may be required by the terms of this contract. No right or privilege shall be asserted by a teacher of the bargaining unit by reason of any certificate/license not filed by the teacher as provided herein.
- 38.02 The Superintendent shall annually notify those employees whose certificates/licenses are subject to renewal; however, it shall be the responsibility of each teacher to apply and qualify for the renewal of any certificate/license and to file such certificate/license with the Superintendent.

ARTICLE XXXIX

WORK RULES

- 39.01 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 ETA, the Association President shall be provided with 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 XXXL

COST OF MASTER AGREEMENT

- 40.01 The Edison Board and the Association shall split the cost of having the Master Agreement printed. The number of copies to be printed shall be mutually determined by the Superintendent and the Association President.
- 40.02 The Association shall be responsible for providing a galley proof copy of the Master Agreement to the negotiators of the Association and the Board for review and affixing signatures prior to printing by the Association.
- 40.03 Copies of the Master Agreement shall be distributed by the Association to all current members of the bargaining unit following printing of the document. As new employees are hired by the Board, the Superintendent shall provide such employees with a copy of the Master Agreement at the time of hiring.

ARTICLE XLI

LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

41.01 A Local Professional Development Committee (LPDC) shall be formed pursuant to Ohio Revised Code 3319.22.

41.02 Committee Composition

The committee shall consist of three (3) teachers, selected by the Association, and three (3) individuals selected by the Superintendent. In the event of a vacancy, the party making the original appointment shall select a replacement.

41.03 Term of Office

The term of office for teacher members shall be two (2) years. Terms shall be staggered so that one half (1/2) of the terms expire annually. One half (1/2) of the initial appointments shall be for a one (1) year term to enable such staggering of terms.

41.04 Committee Operation

The committee chairperson shall be selected by majority vote of the committee members. The committee chair shall be the official designee whose signature shall designate approval and completion of an Individual's Professional Development (IPDP).

Decisions shall be made by majority vote of the committee members present and voting. At the request of an administrative member of the committee, an administrator's IPDP shall be reviewed and subject to approval by the LPDC consisting of a majority of administrative appointees. The number of teachers who will vote on an administrator's IPDP shall be reduced to permit such a majority.

The LPDC shall have the authority to establish its operational rules, in compliance with statute and the LPDC Plan of Operation in effect on July 1, 1999. The LPDC shall not have the authority to abridge or alter terms of the collective bargaining agreement or an individual's employment contract.

41.05 Compensation

Teacher members shall be paid at the negotiated rate for committee work performed outside the regular workday or work year or through release time.

ARTICLE XLII

RESIDENT EDUCATOR PROGRAM

42.01 A Resident Educator Program shall be implemented in the Edison Local School District in accordance with the following provisions. Lead mentor(s) shall oversee the District's operation of the mentor teacher(s) and Resident Educator program. A mentor teacher or facilitator shall be assigned to each resident educator employed under a resident educator license.

42.02 Lead Mentor, Mentor Teachers and Facilitators

The responsibilities of mentor teachers and facilitators shall be to provide professional support to a resident educator teacher following the guidelines and protocols of the Resident Educator Program as developed by the Ohio Department of Education.

No mentor teacher or facilitator shall participate in any formal evaluation of a resident educator, nor make, nor be requested or directed to make, any recommendation regarding the continued employment of a resident educator. Failure to follow this tenet shall be grounds for immediate removal as a mentor without recourse to the grievance procedure or ORC 3319.16.

The criteria for selection of a lead mentor(s), mentor teacher(s), or facilitator shall be as follows:

- a. A lead mentor, facilitator, or mentor teacher must have a minimum of two (2) consecutive years of teaching experience in the District and training through the Ohio Department of Education Instructional Mentoring Program.
- b. A lead mentor(s), facilitator or mentor teacher must have demonstrated above satisfactory teaching performance, the ability to utilize a variety of instructional methods, and the ability to communicate with colleagues constructively.
- c. Mentor teachers and facilitators shall be issued a limited supplemental contract and be compensated at the rate of four percent (4%) of the base salary to mentor resident educators in years one (1) and two (2) of the program in the District. For the 2016-2017 school year Mentor teachers and facilitators shall be issued a limited supplemental contract and be compensated at the rate of four percent (4%) of the base salary to mentor resident educators in year three of the program, in the District. Beginning in the 2017-2018 school year Mentor teachers and facilitators shall be issued a limited supplemental contract and be compensated at the rate of two percent (2%) of the base salary to mentor resident educators in year three of the program. The lead mentor will be compensated at the rate of six percent (6%) of the base salary.
- d. All procedures within this Collective Bargaining Agreement pertaining to the posting and filling of vacancies shall be followed.
- e. Training in mentoring, including the methods of assessment to be used by the State Department of Education, shall be provided to mentors at the Board's expense. Such training shall be in addition to any other professional leave to which the mentor may be entitled.

42.03 Resident Educators

Training in the methods of assessment shall be provided to the resident educator at no cost to the employee. Such training time shall be in addition to any other professional leave to which the resident educator may be entitled.

No later than six (6) weeks after the initiation of the Resident Educator Program, the Resident Educator or Mentor may exercise the option to request the assignment of a new mentor. If a new mentor is assigned, the former mentor shall have his/her supplemental contract terminated without recourse to the grievance procedure and ORC 3319.16. The new mentor assigned shall receive the prorated share of the former mentor's supplemental salary.

ARTICLE XLIII

EMPLOYMENT OF RETIRED S.T.R.S. MEMBERS

43.01 Any bargaining unit member who retires under S.T.R.S. and is subsequently re-employed in the District may be rehired at a rate of pay different from the academic training level and years of service as specified in the salary index of the collective bargaining agreement. Such experience shall be limited to ten (10) years experience and up to and including the Master's level depending on the education achieved on the salary index.

This provision and such salary and individual contract with the employee expressly supersede O.R.C. 3317.13 and all other applicable laws.

43.02 While employed by the District subsequent to retirement, such an employee who is interested in obtaining health care benefits must opt for the health care benefits offered by S.T.R.S. if such benefits are available. Such re-employed retired member is not eligible to receive a severance payment upon leaving the District. Teachers re-employed by the District under the terms of this Article shall be employed under a one-year limited contract that automatically expires at the end of the school year. O.R.C. 3319.11 and 3319.111 shall have no applicability to this contract.

43.03 Subject to these provisions, re-employed teachers are part of the bargaining unit and subject to the provisions of this Agreement.

43.04 A retired bargaining unit member may be employed only after the vacancy has been posted and no current bargaining unit member has applied for the position.

ARTICLE XLIV

LABOR MANAGEMENT COMMITTEE

44.01 A Labor Management Committee shall be established consisting of one (1) teacher representative from each school building, including the ETA President, and two (2) to four (4) administrators, including the Superintendent. The purpose of the committee shall be to encourage labor-management cooperation and provide a forum for communication and joint problem solving in resolving workplace issues. The committee shall be scheduled to meet quarterly unless the ETA President and Superintendent mutually agree to schedule additional meetings. Each party shall submit an agenda of items to be discussed no later than one (1) week prior to each meeting.

ARTICLE XLV

AGREEMENT

- 45.01 This Master Agreement constitutes the entire agreement between the parties and supersedes all previous negotiated agreements.
- 45.02 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.
- 45.03 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.
- 45.04 This Agreement shall become effective July 1, 2016, and shall remain in full force and effect through June 30, 2018, both dates inclusive.

Edison Local Board of Education

By Walter J. [Signature]
its President

Date 8/30/2016

Thomas C. [Signature]
NEGOTIATOR

Anne M. [Signature]
NEGOTIATOR

Cory [Signature]
NEGOTIATOR

Edison Teachers Association

By Rhonda Fisher
its Co-President

By Chris [Signature]
its Co-President

Date 8-22-16

Shayne Fisher
NEGOTIATOR

[Signature]
NEGOTIATOR

Kim Harrington
NEGOTIATOR

Date Filed _____

Grievance No _____

GRIEVANCE REPORT FORM
(to be filed in triplicate)

Name of Aggrieved _____ Assignment _____

Statement of Grievance _____

Relief Sought _____

Signature of Aggrieved _____

_____ Date

STEP TWO

(Submitted to Immediate Supervisor)

Disposition by Supervisor _____

_____ Signature of Supervisor

_____ Date

Grievance No. _____

STEP THREE

(Submitted to Superintendent)

Disposition by Superintendent _____

Signature of Superintendent Date

STEP FOUR

(Submitted to Board)

Disposition by Board _____

Signature of Board President Date

Signature of Treasurer Date

CERTIFICATED/LICENSED STAFF INSURANCE SELECTION INTENT FORM

Name _____

SS# _____

1. I elect, under Section 19.01, the following coverages (check all that apply):

_____ Single _____ Family a.) Hospitalization/Surgical/Major Medical Coverage

_____ Single _____ Family b.) Dental

_____ Single _____ Family c.) Prescription Drug

2. I elect, under Section 19.02, the following (check one):

_____ a.) To decline medical coverage and accept the \$2,000 payment-in-lieu of participation.

Note: Such payment in lieu of participation shall be made in two (2) installments (December 1 and June 1), and shall not be subject to STRS contributions but shall be subject to all other applicable taxes.

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 coverages as provided in Section 19.01 upon notification to the District Treasurer, and the stipend shall be pro-rated. For part-time employees covered by this Agreement, the Board will pay a pro-rated portion based on the amount of time worked by the part-time employee. Election of the options noted herein shall be made, in writing, to the Treasurer by September 1 annually.

Teacher Signature _____

Date _____

EDISON LOCAL SCHOOL DISTRICT EFFECTIVE JULY 1, 2016						
YEARS	BA	BA+10/150	BA+20	MA	MA+15	MA+30
0	\$34,724 1.0000	\$36,113 1.0400	\$37,849 1.0900	\$39,933 1.1500	\$41,322 1.1900	\$42,711 1.2300
1	\$36,113 1.0400	\$37,571 1.0820	\$39,308 1.1320	\$41,669 1.2000	\$43,058 1.2400	\$44,447 1.2800
2	\$37,502 1.0800	\$39,030 1.1240	\$40,766 1.1740	\$43,405 1.2500	\$44,794 1.2900	\$46,183 1.3300
3	\$38,891 1.1200	\$40,488 1.1660	\$42,224 1.2160	\$45,141 1.3000	\$46,530 1.3400	\$47,919 1.3800
4	\$40,280 1.1600	\$41,947 1.2080	\$43,683 1.2580	\$46,877 1.3500	\$48,266 1.3900	\$49,655 1.4300
5	\$41,669 1.2000	\$43,405 1.2500	\$45,141 1.3000	\$48,614 1.4000	\$50,003 1.4400	\$51,392 1.4800
6	\$43,058 1.2400	\$44,863 1.2920	\$46,600 1.3420	\$50,350 1.4500	\$51,739 1.4900	\$53,128 1.5300
7	\$44,447 1.2800	\$46,322 1.3340	\$48,058 1.3840	\$52,086 1.5000	\$53,475 1.5400	\$54,864 1.5800
8	\$45,836 1.3200	\$47,780 1.3760	\$49,516 1.4260	\$53,822 1.5500	\$55,211 1.5900	\$56,600 1.6300
9	\$47,225 1.3600	\$49,239 1.4180	\$50,975 1.4680	\$55,558 1.6000	\$56,947 1.6400	\$58,336 1.6800
10	\$48,614 1.4000	\$50,697 1.4600	\$52,433 1.5100	\$57,295 1.6500	\$58,684 1.6900	\$60,073 1.7300
11	\$50,003 1.4400	\$52,155 1.5020	\$53,892 1.5520	\$59,031 1.7000	\$60,420 1.7400	\$61,809 1.7800
12	\$51,392 1.4800	\$53,614 1.5440	\$55,350 1.5940	\$60,767 1.7500	\$62,156 1.7900	\$63,545 1.8300
13	\$52,780 1.5200	\$55,072 1.5860	\$56,808 1.6360	\$62,503 1.8000	\$63,892 1.8400	\$65,281 1.8800
14	\$54,169 1.5600	\$56,531 1.6280	\$58,267 1.6780	\$64,239 1.8500	\$65,628 1.8900	\$67,017 1.9300
15	\$55,558 1.6000	\$57,989 1.6700	\$59,725 1.7200	\$65,976 1.9000	\$67,365 1.9400	\$68,754 1.9800
20	\$56,947 1.6400	\$59,447 1.7120	\$61,184 1.7620	\$67,712 1.9500	\$69,101 1.9900	\$70,490 2.0300
23	\$56,947 1.6400	\$59,447 1.7120	\$62,642 1.8040	\$69,448 2.0000	\$70,837 2.0400	\$72,226 2.0800
26	\$58,336 1.6800	\$60,906 1.7540	\$64,101 1.8460	\$71,184 2.0500	\$72,573 2.0900	\$73,962 2.1300
27	\$59,725 1.7200	\$62,364 1.7960	\$65,559 1.8880	\$72,920 2.1000	\$74,309 2.1400	\$75,698 2.1800
28	\$61,114 1.7600	\$63,823 1.8380	\$67,017 1.9300	\$74,657 2.1500	\$76,046 2.1900	\$77,435 2.2300
29	\$62,503 1.8000	\$65,281 1.8800	\$68,476 1.9720	\$76,393 2.2000	\$77,782 2.2400	\$79,171 2.2800

EDISON LOCAL SCHOOL DISTRICT EFFECTIVE JULY 1, 2017						
YEARS	BA	BA+10/150	BA+20	MA	MA+15	MA+30
0	\$35,418 1.0000	\$36,835 1.0400	\$38,606 1.0900	\$40,731 1.1500	\$42,147 1.1900	\$43,564 1.2300
1	\$36,835 1.0400	\$38,322 1.0820	\$40,093 1.1320	\$42,502 1.2000	\$43,918 1.2400	\$45,335 1.2800
2	\$38,251 1.0800	\$39,810 1.1240	\$41,581 1.1740	\$44,273 1.2500	\$45,689 1.2900	\$47,106 1.3300
3	\$39,668 1.1200	\$41,297 1.1660	\$43,068 1.2160	\$46,043 1.3000	\$47,460 1.3400	\$48,877 1.3800
4	\$41,085 1.1600	\$42,785 1.2080	\$44,556 1.2580	\$47,814 1.3500	\$49,231 1.3900	\$50,648 1.4300
5	\$42,502 1.2000	\$44,273 1.2500	\$46,043 1.3000	\$49,585 1.4000	\$51,002 1.4400	\$52,419 1.4800
6	\$43,918 1.2400	\$45,760 1.2920	\$47,531 1.3420	\$51,356 1.4500	\$52,773 1.4900	\$54,190 1.5300
7	\$45,335 1.2800	\$47,248 1.3340	\$49,019 1.3840	\$53,127 1.5000	\$54,544 1.5400	\$55,960 1.5800
8	\$46,752 1.3200	\$48,735 1.3760	\$50,506 1.4260	\$54,898 1.5500	\$56,315 1.5900	\$57,731 1.6300
9	\$48,168 1.3600	\$50,223 1.4180	\$51,994 1.4680	\$56,669 1.6000	\$58,086 1.6400	\$59,502 1.6800
10	\$49,585 1.4000	\$51,710 1.4600	\$53,481 1.5100	\$58,440 1.6500	\$59,856 1.6900	\$61,273 1.7300
11	\$51,002 1.4400	\$53,198 1.5020	\$54,969 1.5520	\$60,211 1.7000	\$61,627 1.7400	\$63,044 1.7800
12	\$52,419 1.4800	\$54,685 1.5440	\$56,456 1.5940	\$61,982 1.7500	\$63,398 1.7900	\$64,815 1.8300
13	\$53,835 1.5200	\$56,173 1.5860	\$57,944 1.6360	\$63,752 1.8000	\$65,169 1.8400	\$66,586 1.8800
14	\$55,252 1.5600	\$57,661 1.6280	\$59,431 1.6780	\$65,523 1.8500	\$66,940 1.8900	\$68,357 1.9300
15	\$56,669 1.6000	\$59,148 1.6700	\$60,919 1.7200	\$67,294 1.9000	\$68,711 1.9400	\$70,128 1.9800
20	\$58,086 1.6400	\$60,636 1.7120	\$62,407 1.7620	\$69,065 1.9500	\$70,482 1.9900	\$71,899 2.0300
23	\$58,086 1.6400	\$60,636 1.7120	\$63,894 1.8040	\$70,836 2.0000	\$72,253 2.0400	\$73,669 2.0800
26	\$59,502 1.6800	\$62,123 1.7540	\$65,382 1.8460	\$72,607 2.0500	\$74,024 2.0900	\$75,440 2.1300
27	\$60,919 1.7200	\$63,611 1.7960	\$66,869 1.8880	\$74,378 2.1000	\$75,795 2.1400	\$77,211 2.1800
28	\$62,336 1.7600	\$65,098 1.8380	\$68,357 1.9300	\$76,149 2.1500	\$77,565 2.1900	\$78,982 2.2300
29	\$63,752 1.8000	\$66,586 1.8800	\$69,844 1.9720	\$77,920 2.2000	\$79,336 2.2400	\$80,753 2.2800

EDISON LOCAL SCHOOLS
SUPPLEMENTAL PAY SCHEDULE

HIGH SCHOOL HEAD COACHES **% OF BASE SALARY**

(a) Football	20
(b) Basketball (boys)	20
(c) Basketball (girls)	20
(d) Wrestling	20
(e) Track (boys)	14
(f) Track (girls)	14
(g) Baseball	14
(h) Softball	14
(i) Golf (girls)	10
(j) Golf (boys)	10
(k) Cross Country	10
(l) Volleyball	20
(m) Tennis (boys)	10
(n) Tennis (girls)	10
(o) Soccer (boys)	10
(p) Soccer (girls)	10

HIGH SCHOOL ASSISTANT COACHES

(a) Football (Includes 9th grade) (6)	14
(b) Varsity Basketball (boys)	14
(c) Varsity Basketball (girls)	14
(d) JV Basketball (boys)	14
(e) JV Basketball (girls)	14
(f) 9th Grade Basketball (boys)	14
(g) 9th Grade Basketball (girls)	14
(h) Wrestling (2)	14
(i) Track (3)	10
(j) Varsity Baseball	10
(k) JV Baseball (2)	10
(l) Varsity Softball	10
(m) JV Softball (2)	10
(n) JV Volleyball	10
(o) 9th Grade Volleyball	10
(p) Cross Country	7
(q) Tennis (boys)	7
(r) Tennis (girls)	7
(s) Soccer (boys)	7
(t) Soccer (girls)	7

MIDDLE SCHOOL HEAD COACHES**% OF BASE SALARY**

(a) Football – 7 th	10
(b) Football – 8 th	10
(c) Basketball – 7 th (boys)	10
(d) Basketball – 7 th (girls)	10
(e) Basketball – 8 th (boys)	10
(f) Basketball – 8 th (girls)	10
(g) Wrestling	10
(h) Track	8
(i) Volleyball – 7 th	8
(j) Volleyball – 8 th	8
(k) Cross Country	8

MIDDLE SCHOOL ASSISTANT COACHES

(a) Football – 7 th	7
(b) Football – 8 th	7
(c) Wrestling	7
(d) Track (3)	5
(e) Cross Country	5

HIGH SCHOOL ADVISORS/COORDINATORS

(a) Cheerleader	
Football	3-8*
Basketball	3-8*
(b) 9 th & 10 th Class Advisors	3
(c) 11 th & 12 th Class Advisors	4.5
(d) Student Council	4
(e) National Honor Society	3
(f) Clubs/Activities	3
(g) Academic Team	9
(h) Chargerette	4
(i) Head Band Director	22
(j) Head Choir Director/Assistant Band	22
(k) Assistant(s) Band or Choir	2-12*
(l) Dramatics	18
(m) Technical Director	11
(n) Publications	6
(o) Speech and Debate Team	9
(p) Costume Coordinator	4

MIDDLE SCHOOL ADVISORS/COORDINATORS

(a) Cheerleader	
Football	1-3*
Basketball	1-3*
(b) Student Council	
Grades 4-5	3
Grades 6-8	3

MIDDLE SCHOOL ADVISORS/COORDINATORS**% OF BASE SALARY**

(c) Clubs/Activities	3
(d) Band & Choir	9
(e) Power of the Pen	3

ELEMENTARY ADVISORS/COORDINATORS

(a) Arts Unlimited	2
(b) Grade/area representatives	(1-16)*per building
(c) Elementary Enrichment Coordinator (1 per District)	3

DIRECTORS

(a) M.S. Athletic Director	15
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OTHER ASSIGNMENTS

(a) Scoreboard:	H.S. Football	2
	M.S. Football	1
	H.S. Basketball	3
	M.S. Basketball	2
	M.S. Volleyball	1
	H.S. Volleyball	2
	Freshman	\$10 per game
(b) Score Bookkeeper:	H.S. Basketball	4
	H.S. Volleyball	3
	Freshman	\$10 per game
(c) Announcer		1
(d) Tickets		5.5
(e) Summer School & Tutors		\$16.50/hour
(f) Committee/Special Assignment beyond normal work day		\$12.50/hour
(g) Web Master		6
(h) Building Web Coordinator(s)		1.5 per building

EXTENDED TIME

Guidance (Middle School and High School Only)	20 days
M.S. Athletic Director	4 days

Extended time shall be compensated by limited supplemental contract and shall be paid at the per diem rate of the teacher's regular contract salary. Extended time for Guidance shall be limited to the Middle School and High School Counselors only.

*For these positions a range of salaries has been indicated. If only one individual is employed, the highest percentage indicated shall be paid. If more than one individual is employed, the salary will be divided with no one receiving less than the lowest percentage indicated. In any event, the highest percentage shall not be exceeded for a given position.

Any bargaining unit member holding an E.M.T.-A Card will receive an additional three hundred dollars (\$300) per year. The card must be recorded in the Board office by September 1 each year.

TEACHER EVALUATION FORM
PRE-OBSERVATION CONFERENCE

Teacher _____

Evaluator _____

Pre-Observation Conference (Time/Date) _____

A. Class/Activity to be observed _____
Date for observation _____
Time/Period of observation _____

B. Learned Outcomes - (Lesson Objectives)

C. Course of study page(s):

D. Instructional strategies:

1. Strategies and techniques (includes materials and sequences)

- Lesson Introduction -

-

-

-

-

-

2. Class-ending instructions or summary -

E. Location of observer -

F. Materials to observer prior to scheduled observation:

_____ copy of this form _____ copies of handouts

_____ copy of seating charts _____ text

_____ sub folder _____ lesson plan book

_____ copy of discipline plan

TEACHER EVALUATION FORM

TEACHER _____ BUILDING _____ YEAR _____

EVALUATOR _____ ASSIGNMENT _____

DATE OF OBSERVATION _____ TIME/PERIOD OF OBSERVATION _____

The competencies of teachers fall into two closely related categories. First, there are those activities, behaviors, attitudes, and traits that have a direct bearing upon the teaching-learning process. Second, there are those competencies that, although important, do not directly influence the students under the supervision of the teacher.

This Teacher Evaluation Form is formatted into two sections reflected in the paragraph above. Under each of these general headings there are sub-headings which define a competent teacher. Each sub-heading will be rated on the following index: S-Satisfactory; N-Needs Improvement; U-Unsatisfactory; and NA-Not Applicable.

This evaluation instrument will be used for the minimum required evaluation(s) of all certificated/licensed teaching personnel. It may also be used for observations throughout the school year.

I. DIRECT

1. PLANNING AND LEARNING GOALS

- _____ 1.1 Teacher develops learning goals and objectives based upon the District's adopted course of study, curriculum guide, textbooks, and materials.
- _____ 1.2 Teacher prepares lesson plans at least three (3) days in advance and has them available.
- _____ 1.3 Teacher has materials, supplies, and/or equipment ready prior to the start of the lesson or instructional activity.
- _____ 1.4 Teacher thoroughly plans activities for substitute teacher.

Commendations:

Deficiencies:

2. UTILIZATION OF INSTRUCTIONAL TIME

- _____ 2.1 Teacher keeps non-instructional time to a minimum by beginning and ending lessons on time, keeping transition time short, and managing the classroom so as to minimize disruptive behavior.
- _____ 2.2 Teacher ensures that instructional activities continue throughout the allocated time period. Teacher maintains a high level of student time-on-task.
- _____ 2.3 Teachers starts class quickly and purposefully; teacher has assignments or activities ready for students when they arrive. Materials and supplies are also ready.
- _____ 2.4 Teacher regularly assigns homework to students (above the primary grades) to extend learning time.

Commendations:

Deficiencies:

3. MANAGEMENT OF STUDENT BEHAVIOR

- _____ 3.1 Teacher sets high standards for behavior in the classroom. Behavior standards are written, taught, and reviewed periodically.
- _____ 3.2 Behavior standards are consistent with or identical to the building code of conduct. Rules, discipline, procedures, and consequences are planned in advance.
- _____ 3.3 Teacher applies consistent, equitable discipline for all students. Procedures are carried out quickly and are clearly linked to students' inappropriate behavior.
- _____ 3.4 Teacher stops disruptions quickly, taking care to avoid disrupting the whole class.
- _____ 3.5 Teacher has established procedures that govern student action and talk during different types of activities - whole class instruction, small group activity, etc.
- _____ 3.6 Teacher handles clerical matters with quick, efficient routines that keep class disruptions to a minimum.
- _____ 3.7 Teacher circulates around the room during learning activities, keeping students on task and providing help as needed.

Commendations:

Deficiencies:

4. INSTRUCTION

- _____ 4.1 Teacher previews lesson activities. Relationship between current lesson and previous learning is discussed. Students are reminded of key concepts or skills previously covered.
- _____ 4.2 Teacher explains lesson objectives in simple everyday language and refers to them throughout the lesson.
- _____ 4.3 Teacher summarizes the main point(s) of the session at the end of the lesson or instructional activity.
- _____ 4.4 Teacher provides opportunity for guided and independent practice with new concepts and skills. Problems and other academic tasks are well matched to lesson content so student success rate is high.
- _____ 4.5 Teacher makes transitions between lessons and between instructional activities within lesson efficiently and smoothly. Clear written and verbal directions are given; key points and instructions are emphasized.
- _____ 4.6 Teacher thoroughly understands the subject matter being taught.
- _____ 4.7 Teacher makes use of classroom questioning as a part of interactive learning. Questions are structured so as to focus students' attention on key elements in the lesson.
- _____ 4.8 Presentations, such as lectures or demonstrations, are communicated clearly to students; digressions are avoided.
- _____ 4.9 Teacher uses many higher cognitive questions (50 percent or more) during classroom recitations (NA for primary grades).

Commendations:

Deficiencies:

5. INSTRUCTIONAL MONITORING

- _____ 5.1 Teacher makes use of classroom questioning to monitor student understanding.
- _____ 5.2 Teacher checks student understanding and stimulates their thinking, via lower cognitive and higher cognitive questions during classroom recitations.
- _____ 5.3 Teacher allows generous amount of "wait-time" when questioning students.
- _____ 5.4 Teacher "stays with" students whose initial responses are inaccurate or incomplete. Teacher probes their understanding and helps them produce better answers.
- _____ 5.5 Teacher assess student performance through a variety of other means; written or other work products. (e.g. checking students' work during seatwork, check homework, etc.)
- _____ 5.6 Teacher moves around the room and checks the performance of students during independent work, not just those who seek assistance or who volunteer to show work.
- _____ 5.7 Teacher maintains complete and accurate records of students' grades and progress.

Commendations:

Deficiencies:

6. INSTRUCTIONAL FEEDBACK

- _____ 6.1 Teacher provides immediate feedback on in-class responses and written assignment; feedback is simple, clear, and helps students understand and correct errors.
- _____ 6.2 Teacher acknowledges correct responses during recitations and on assignments and tests.
- _____ 6.3 Homework is regularly assigned, graded, and returned promptly.

Commendations:

Deficiencies:

7. ASSESSMENT

- _____ 7.1 Teacher regularly monitors student learning both formally and informally.
- _____ 7.2 Classroom assessments of student performances match learning objectives.
- _____ 7.3 Teacher is knowledgeable about test development techniques and apply these to select or prepare valid, reliable assessment instruments.
- _____ 7.4 Teacher communicates academic progress to students and parents.

Commendations:

Deficiencies:

8. STUDENT-TEACHER INTERACTIONS

- _____ 8.1 Teacher sets high standards for learning and let students know they are all expected to meet them. Standards are set so they are both challenging and attainable. Standards for quality work are set and maintained consistently.
- _____ 8.2 Teacher holds students accountable for completing assignments, turning in work, and participating in classroom discussions.

- _____ 8.3 Teacher gives students the time, help, and encouragement necessary to achieve at acceptable levels.
- _____ 8.4 Teacher pays attention to student interests, problems, and accomplishments both in and out of the classroom.
- _____ 8.5 Teacher praises and encourages student effort.

Commendations:

Deficiencies:

II. INDIRECT

1. PROFESSIONALLY RELATED

- _____ 1.1 Teacher takes part in professional growth activities. (e.g. Inservice meetings, course work, seminars, conferences, etc.)
- _____ 1.2 Teacher demonstrates the ability to work with colleagues and strives to maintain good relations among peers.
- _____ 1.3 Teacher performs necessary clerical responsibilities in a timely manner.
- _____ 1.4 Teacher maintains a good attendance record; prompt and punctual to school and class.
- _____ 1.5 Teacher is able to work well independently with little or no guidance from the main office.
- _____ 1.6 Teacher adheres to the school system's policies and procedures. Proper channels are followed in seeking answers to school-related problems.
- _____ 1.7 Teacher is open to new ideas and new ways of doing things in the classroom.

Commendations:

Deficiencies:

2. PARENT AND COMMUNITY RELATIONS

- _____ 2.1 Teacher holds conferences with parents/guardians in compliance with existing school policy, and whenever a need becomes apparent.
- _____ 2.2 Teacher communicates with parents in a timely fashion about their child's academic progress.
- _____ 2.3 Teacher responds to parental inquiries promptly, positively, honestly, and discreetly.

Commendations:

Deficiencies:

SIGNATURE OF EVALUATOR

DATE

SIGNATURE OF TEACHER*

DATE

NOTE: THE SIGNATURE OF THE TEACHER DOES NOT NECESSARILY INDICATE AGREEMENT WITH EVALUATION, BUT THAT THE OPPORTUNITY TO REVIEW THE EVALUATION WAS AVAILABLE.

TEACHER EVALUATION FORM

A continuation of the evaluation of _____
Teacher's Name Date of Appraisal

Evaluator's Comments (if needed):

Teacher's Comments (if needed):

Date

Evaluator's Signature

Date

Teacher's Signature

Action plan(s) attached _____ Yes _____ No _____ Number

ACTION PLAN FOR IMPROVED PERFORMANCE

TEACHER _____

EVALUATOR _____

RESULT OF THE EVALUATION DATED: _____

AREA TO BE IMPROVED _____

STRATEGIES TO BE EMPLOYED FOR IMPROVEMENT	ACTIVITIES TO BE EMPLOYED TO ACHIEVE IMPROVEMENT	TIMELINE	EVALUATION CRITERIA	PERSON(S) RESPONSIBLE FOR ACTIVITIES

DATE _____

EVALUATOR'S SIGNATURE

DATE _____

TEACHER'S SIGNATURE

GUIDANCE COUNSELOR EVALUATION FORM

PRE-EVALUATION CONFERENCE

Counselor _____ Building _____

Evaluator _____ School Year _____

The undersigned acknowledges that on _____ a pre-evaluation conference was held.
Date

At that conference the evaluation process was overviewed and the evaluation instrument reviewed. A tentative date of _____ was set for a post-evaluation conference.

COUNSELOR DATE

EVALUATOR DATE

GUIDANCE COUNSELOR EVALUATION FORM

COUNSELOR _____ BUILDING _____ YEAR _____

EVALUATOR _____ ASSIGNMENT _____

This Counselor Evaluation Form is formatted into nine sections. Under each of these general headings there are sub-headings which define a competent guidance counselor. Each sub-heading will be rated on the following index: S-Satisfactory; N-Needs Improvement; U-Unsatisfactory; and NA-Not Applicable.

This evaluation instrument will be used for the minimum required evaluation(s) of all guidance personnel. It may also be used for observations throughout the school year.

1. INFORMATION SERVICE

- _____ 1.1 Counselor provides transitional information to students and parents as they move through the educational program.
- _____ 1.2 Counselor provides information to parents/guardians about the social, personal, and academic development of students.
- _____ 1.3 Counselor keeps the community and parents informed of the guidance program/services available.
- _____ 1.4 Counselor provides guidance materials/in-service training to school staff.
- _____ 1.5 Counselor provides opportunities for exploration, awareness, motivation, and orientation in career development to students.
- _____ 1.6 Counselor makes information on effective parenting available to parents/guardians.

Commendations:

Deficiencies:

2. PUPIL APPRAISAL AND RECORDS

- _____ 2.1 Counselor participates in individual and group testing to determine ability/achievement competency and aptitude/interest levels of students.
- _____ 2.2 Counselors reviews personal records in order to identify abilities, achievements, and interests; interprets information to students, parents/guardians, and staff.
- _____ 2.3 Counselor participates in child study, placement conferences, annual IEP review when necessary, and dissemination of information to appropriate individuals.
- _____ 2.4 Counselor communicates with outside agencies when appropriate.
- _____ 2.5 Counselor communicates with School District personnel in order to facilitate the transition process on new students.
- _____ 2.6 Counselor assists in the identification of students who are at-risk in areas of alcohol, drugs, etc.
- _____ 2.7 Counselor identifies students for honors/awards in special programs; and assists in planning of student recognition programs to encourage academic achievement.
- _____ 2.8 Counselor reviews student progress/credit toward graduation at least once per year and notifies parents/guardians in writing of deficiencies (high school).
- _____ 2.9 Counselor gathers correct/accurate information about new standards for cumulative records, reviews all cumulative folders, makes corrections and additions.
- _____ 2.10 Counselor assists students with post secondary education application materials including transcripts, letters of recommendation, financial aid forms, etc. in a thorough and timely manner.

Commendations:

Deficiencies:

3. GROUP GUIDANCE SERVICE

- _____ 3.1 Counselor provides small-group/classroom guidance sessions to assist students with personal growth, self-insight, self-acceptance, and interpersonal relationships.
- _____ 3.2 Counselor provides opportunities for students to interact through discussion of common concerns (ex. attendance, chemical concerns, family problems, etc.)
- _____ 3.3 Counselor provides group guidance for students, parents/guardians, and staff needing to understand test results.
- _____ 3.4 Counselor provides small group guidance to assist students/parents/guardians with post-high school education selection and financial aid procurement (high school counselor only).
- _____ 3.5 Counselor provides small group (parents/guardians) guidance to assist in educational planning/career planning.

Commendations:

Deficiencies:

4. COUNSELING

- _____ 4.1 Counselor counsels individual students upon request of staff, parent/guardian, student, and/or outside agencies.
- _____ 4.2 Counselor provides individualized counseling session to register for next year's courses (high school).
- _____ 4.3 Counselor works with parents/guardians/staff with personal, educational, and general concerns as related to students.
- _____ 4.4 Counselor meets with new student as they enter during the school year to help insure a smooth transition.
- _____ 4.5 Counselor meets with students who have received unsatisfactory progress reports and who are not meeting with academic success.

Commendations:

Deficiencies:

5. CONSULTATIVE SERVICES

- _____ 5.1 Counselor consults with staff/administration on curriculum development.
- _____ 5.2 Counselor assists in child study, placement conferences, annual IEP reviews, and other special services as needed.
- _____ 5.3 Counselor meets with staff as needed.
- _____ 5.4 Counselor consults with staff, parents/guardians, and others to provide a process of remediation for students who are experiencing difficulties.
- _____ 5.5 Counselor informs student's parents/guardians about various financial aid programs and applications procedures (high school counselor).
- _____ 5.6 Counselor surveys information about post-secondary educational and career opportunities (high school counselor).
- _____ 5.7 Counselor coordinates student conferences with post-high school institutions, armed services representatives, etc. (high school counselor).

Commendations:

Deficiencies:

6. PARENT-COUNSELOR INTERACTIONS

- _____ 6.1 Counselor arranges parent/guardian conferences as needed.
- _____ 6.2 Counselor assists parents/guardians with the interpretation of test results; confers with parents/guardians on intervention techniques and/or other support services.
- _____ 6.3 Counselor confers with parents/guardians on strategies of intervention related to chemical abuse, drugs, alcohol, etc.
- _____ 6.4 Counselor assists parents/guardians in understanding of community resources and agencies.
- _____ 6.5 Counselor works with students and their parents/guardians in course selection and career planning.

Commendations:

Deficiencies:

7. RESOURCES COORDINATION

- _____ 7.1 Counselor identifies and establishes/maintains positive communications with those agencies which provide educational, occupational, recreational, and social opportunities or assistance.
- _____ 7.2 Counselor coordinates and/or assists in the use of the special services available within the School District.

Commendations:

Deficiencies:

8. PLACEMENT SERVICE

- _____ 8.1 Counselor assists students in the selection of the appropriate educational program.
- _____ 8.2 Counselor provides career exploratory experiences; assists students in obtaining knowledge of skills needed to secure employment.
- _____ 8.3 Counselor assists students in visiting post-secondary institutions; assists in properly completing application for post-secondary institutions.
- _____ 8.4 Counselor helps students to assess their needs, interests and abilities in order to make appropriate career choices.

Commendations:

Deficiencies:

9. PROFESSIONALLY RELATED

- _____ 9.1 Counselor conducts course registration process in thorough and efficient manner.
- _____ 9.2 Counselor is aware of new strategies and approaches; is open to ideas and ways of doing things. Counselor takes part in professional growth activities.
- _____ 9.3 Counselor demonstrates the ability to work with colleagues and strives to maintain good relations among peers.
- _____ 9.4 Counselor performs all necessary responsibilities in a timely manner.
- _____ 9.5 Counselor adheres to building/District policies and procedures
- _____ 9.6 Counselor is prompt and punctual to school.

Commendations:

Deficiencies:

SIGNATURE OF EVALUATOR

DATE

SIGNATURE OF COUNSELOR*

DATE

NOTE: THE SIGNATURE OF THE COUNSELOR DOES NOT NECESSARILY INDICATE AGREEMENT WITH EVALUATION, BUT THAT THE OPPORTUNITY TO REVIEW THE EVALUATION WAS AVAILABLE.

GUIDANCE COUNSELOR EVALUATION FORM

A continuation of the evaluation of _____
Counselor's Name Date of Appraisal

Evaluator's Comments (if needed):

Counselor's Comments (if needed):

Date

Evaluator's Signature

Date

Counselor's Signature

Action plan(s) attached _____ Yes _____ No _____ Number

ACTION PLAN FOR IMPROVED PERFORMANCE

COUNSELOR _____

EVALUATOR _____

RESULT OF THE EVALUATION DATED: _____

AREA TO BE IMPROVED _____

STRATEGIES TO BE EMPLOYED FOR IMPROVEMENT	ACTIVITIES TO BE EMPLOYED TO ACHIEVE IMPROVEMENT	TIMELINE	EVALUATION CRITERIA	PERSON(S) RESPONSIBLE FOR ACTIVITIES

DATE _____

EVALUATOR'S SIGNATURE _____

DATE _____

COUNSELOR'S SIGNATURE _____

LIBRARIAN EVALUATION FORM

PRE-EVALUATION CONFERENCE

Librarian _____ Building _____

Evaluator _____ School Year _____

The undersigned acknowledges that on _____ a pre-evaluation conference was held. At
Date
that conference the evaluation process was overviewed and the evaluation instrument reviewed. A tentative
date of _____ was set for a post-evaluation conference.

LIBRARIAN

DATE

EVALUATOR

DATE

LIBRARIAN EVALUATION FORM

Librarian _____ Building _____ Year _____

Evaluator _____ Assignment _____

This Librarian Evaluation Form is formatted into four (4) sections. Under each of these general headings there are sub-headings which define a competent librarian. Each sub-heading will be rated on the following index: S-Satisfactory, N-Needs Improvement, U-Unsatisfactory; and NA-Not Applicable.

This evaluation instrument will be used for the minimum required evaluation(s) of all librarians. It may also be used for observations throughout the school year.

1. LEARNING CLIMATE

- _____ 1.1 Librarian organizes the library facility and displays to enhance their function.
- _____ 1.2 Librarian considers individual student differences when providing access to a variety of information formats.
- _____ 1.3 Librarian clearly defines student behavior expectations; discipline is equitable for all students.
- _____ 1.4 Librarian stops disruptions quickly, taking care to avoid disrupting the whole library.
- _____ 1.5 Librarian has orderly routines which govern student action and talk during different types of activities.
- _____ 1.6 Librarian enhances student understanding and achievement by utilizing questioning and recognizing student efforts.

Commendations:

Deficiencies:

2. LIBRARY OPERATIONS

- _____ 2.1 Librarian trains/supervises aides to ensure continuity in library program. Plans of instruction and pertinent announcements will be prepared when needed.
- _____ 2.2 Librarian utilizes instructional time for instruction by dealing with off-task behavior, instilling high expectations, circulating around the library, and providing help as needed.
- _____ 2.3 Librarian utilizes corrective strategies and/or remedial materials to enable all students to learn.
- _____ 2.4 Librarian teaches students and staff how to effectively use library resources.

Commendations:

Deficiencies:

3. LIBRARY SERVICES

- _____ 3.1 Librarian follows adopted board policy, curricular needs and budget constraints when considering acquisitions.
- _____ 3.2 Librarian maintains a current catalog system for all media materials and provides access to materials.
- _____ 3.3 Librarian regularly reviews materials to "weed-out" obsolete/worn items; materials are up to date as the budget allows.
- _____ 3.4 Librarian considers the needs of all students and staff when acquiring new material.
- _____ 3.5 Librarian maintains print/nonprint materials in accessible and appropriate manner.
- _____ 3.6 Librarian regularly schedules book/equipment repair and maintenance.
- _____ 3.7 Librarian strives to ensure that library facilities are properly maintained and that maximum student seating is accomplished; space is used effectively.
- _____ 3.8 Librarian keeps a documented inventory system; inventory records, security markings, and location descriptions are kept current for all equipment and materials.

Commendations:

Deficiencies:

4. PROFESSIONAL QUALITIES

- _____ 4.1 Librarian abides by all building policies/procedures.
- _____ 4.2 Librarian takes part in professional growth activities (e.g. inservice meetings, course work, seminars, conferences, etc.).
- _____ 4.3 Librarian demonstrates the ability to work with colleagues and strives to maintain good relations with peers and the community.
- _____ 4.4 Librarian performs necessary clerical responsibilities in a timely manner.
- _____ 4.5 Librarian is prompt and punctual to school and appointments.

Commendations:

Deficiencies:

SIGNATURE OF EVALUATOR

DATE

SIGNATURE OF LIBRARIAN*

DATE

NOTE: THE SIGNATURE OF THE LIBRARIAN DOES NOT NECESSARILY INDICATE AGREEMENT WITH EVALUATION, BUT THAT THE OPPORTUNITY TO REVIEW THE EVALUATION WAS AVAILABLE.

LIBRARIAN EVALUATION FORM

A continuation of the evaluation of _____
Librarian's Name Date of Appraisal

Evaluator's Comments (if needed):

Librarian's Comments (if needed):

Date

Evaluator's Signature

Date

Librarian's Signature

Action plan(s) attached _____ Yes _____ No _____ Number

ACTION PLAN FOR IMPROVED PERFORMANCE

LIBRARIAN _____

EVALUATOR _____

AREA TO BE IMPROVED _____

RESULT OF THE EVALUATION DATED: _____

STRATEGIES TO BE EMPLOYED FOR IMPROVEMENT	ACTIVITIES TO BE EMPLOYED TO ACHIEVE IMPROVEMENT	TIMELINE	EVALUATION CRITERIA	PERSON(S) RESPONSIBLE FOR ACTIVITIES

DATE _____

EVALUATOR'S SIGNATURE _____

DATE _____

LIBRARIAN'S SIGNATURE _____

SCHOOL NURSE PERFORMANCE EVALUATION
(FOR USE BY NON-MEDICAL ADMINISTRATOR)

Name: _____ Date: _____

Job title: School Nurse

Supervision Exercised: None

PRIMARY FUNCTION:

The school nurse is responsible for delivering specified nursing services to students in assigned schools. The school nurse functions as a health team member in meeting the objectives of the District in the schools assigned. Contact with parents or guardians are an important aspect of the job.

EDUCATION AND EXPERIENCE REQUIREMENTS:

1. Bachelor's Degree in Nursing from an accredited School of Nursing.
2. Possess, or be eligible for registered nurse license without restrictions.
3. Possess or be eligible for ODE school nurse licensure (attending or completed graduate level school nurse program).
4. Current first aid and CPR certification.

S=Satisfactory

N=Needs Improvement

U=Unsatisfactory

Principle Duties and Responsibilities	S	N	U	Comments
Provides well student screening and assessment to include coordinating school-wide screening events.				
Monitors immunization status and arranges immunization clinics as needed.				
Provides assistance to students with urgent health needs. This includes providing assessment and first aid, contacting parents, making referrals, and assisting the student/family to obtain free and reduced fee health care if necessary.				
Monitors students with chronic health needs to ensure that his/her health plan is being followed and that student is safe in the school.				
Assists students with psychosocial problems, to include crises intervention and/or consultation with other mental health professionals.				
Collaborates with teachers, to conduct or assist with classroom health education.				
Provides training to school staff on mandatory health topics and on management of student health problems.				
Plans and organizes the health room of each assigned building.				
Establishes and maintains confidential health record system.				
Follows professional guidelines regarding ethics of client care and confidentially as specified by licensing board, OBN, ODH, FERPA and HIPPA.				
Collaborating with other school administrators and teachers to promote a physically and psychologically healthy school environment.				
Participates in continuing education programs to increase knowledge, update skills and maintain certification.				
Acts as a resource person in health education to personnel, students and families.				

Principle Duties and Responsibilities (continued)	S	N	U	Comments
Teaches the principles of health promotion and disease prevention to individuals and groups.				
Identifies relationships between health status and student's ability to learn.				
Consults with school administration to establish, review and revise procedures for a comprehensive school health program.				
Completes written reports to provide continuity and accountability of the program.				
Assumes responsibility for initiation of the pupil health record upon enrollment.				
Records data in the cumulative health record.				
Participates as an integral member of the interdisciplinary team(s).				
Takes action regarding recommendations for change resulting from program evaluation and review.				
Collaborates with agencies within and outside of the community to assure continuity of service and care.				

Commendations:

Deficiencies:

Signature of Evaluator

Date

Signature of School Nurse

Date

APPENDIX G - Edison Local School District

OTES FORM 1

Teacher: _____

Date _____

Self-Assessment Summary Tool

Directions: Teachers should indicate strengths and areas for growth for each standard. Then, look across all of the Standards holistically and identify two priorities for the upcoming year. Note these two priorities with corresponding number and letter in the far-right box.

	Standard	Strengths	Areas for Growth	Priorities (Check 2)
Standard 1: Students	<ul style="list-style-type: none"> A. Knowledge of how students learn and of student development B. Understanding of what students know and are able to do C. High expectations for all students D. Respect for all students E. Identification, instruction and intervention for special populations 			
Standard 2: Content	<ul style="list-style-type: none"> A. Knowledge of content B. Use of content- specific instructional strategies to teach concepts and skills C. Knowledge of school and District curriculum priorities and Ohio academic content standards D. Relationship of knowledge within the discipline to other content areas E. Connection of content to life experiences and career opportunities 			
Standard 3 Assessment	<ul style="list-style-type: none"> A. Knowledge of assessment types B. Use of varied diagnostic, formative and summative assessments C. Analysis of data to monitor student progress and to plan, differentiate, and modify instruction D. Communication of results E. Inclusion of student self-assessment and goal-setting 			
Standard 4 Instruction	<ul style="list-style-type: none"> A. Alignment to school and District priorities and Ohio academic content standards B. Use of student information to plan and deliver instruction C. Communication of clear learning goals D. Application of knowledge of how students learn to instructional design and delivery E. Differentiation of instruction to support learning needs of all students F. Use of activities to promote independence and problem-solving G. Use of varied resources to support learner needs 			
Standard 5: Learning & Environment	<ul style="list-style-type: none"> A. Fair and equitable treatment of all students B. Creation of a safe learning environment C. Use of strategies to motivate students to work productively and assume responsibility for learning D. Creation of learning situations for independent and collaborative work E. Maintenance of an environment that is conducive to learning for all students 			
Standard 6: Collaboration & Communication	<ul style="list-style-type: none"> A. Clear and effective communication B. Shared responsibility with parents/caregivers to support student learning C. Collaboration with other teachers, administrators, school and District staff D. Collaboration with local community agencies 			
Standard 7: Professional Responsibility and Growth	<ul style="list-style-type: none"> A. Understanding of and adherence to professional ethics, policies and legal codes B. Engagement in continuous, purposeful professional development C. Desire to serve as an agent of change, seeking positive impact on teaching quality and student achievement 			

**APPENDIX G - Edison Local School District
 OTES FORM 2
 Professional Growth Plan**

As a result of the evaluation process, teachers and evaluators should focus on accelerating and continuing teacher growth through professional development. Professional development should be individualized to the needs of the teacher, and specifically relate to his/her areas of refinement as identified in the teachers' evaluation. The evaluator should recommend professional development opportunities, and support the teacher by providing resources (e.g., time, financial).

Teacher: _____ Evaluator: _____

Annual Focus	Date	Areas for Professional Growth
These are addressed by the evaluator as appropriate for this teacher. Goal 1: Student Achievement/Outcomes for Students Goal Statement:	Record dates when discussed	Supports needed, resources, professional development Comments during conference with teacher and evaluator are made appropriate to the needs of the teacher.
Goal 2: Teacher Performance on the Ohio Standards for the Teaching Profession Goal Statement:		

 Evaluator Signature Date Teacher Signature Date

APPENDIX G - Edison Local School District
 OTES FORM 3 (Page 1 of 9)
 Student Learning Objective (SLO) Template

Teacher Name: _____ Content Area and Course(s): _____ Grade Level(s): _____ Academic Year: _____

Baseline and Trend Data
 What information is being used to inform the creation of the SLO and establish the amount of growth that should take place?

1. What data will be used to summarize student information -- test scores (describe) from previous years, results of preassessments (what kind, who developed, who took it, what were the results?) Describe trend data if available.

2. What are the students' strengths and weaknesses?

3. How many students are in each scoring range?

4. Other important information:

Review Committee Only
 Baseline and Trend Data
 SLO Template Checklist

- Identifies sources of information about students (e.g., test scores from prior years, results of preassessments, etc.).

Comments:

- Draws upon trend data, if available.

Comments:

- Summarizes the teacher's analysis of the baseline data by identifying student strengths and weaknesses.

Comments:

**APPENDIX G - Edison Local School District
OTES FORM 3 (Page 2 of 9)**

Student Learning Objective (SLO) Template

Teacher Name: _____ Content Area and Course(s): _____ Grade Level(s): _____ Academic Year: _____

Student Population
Which students will be included in this SLO? Include course, grade level, and number of students (if of Spec Ed, ELL, and Gifted)

Intended for Instruction
What is the description of the course and the SLO will cover? Include beginning and end dates, how often the class meets, and how long the class period is.

1. Course

Grade Level

Sped # ELL # Gifted

1. Course Start Date SLO Start Date

Course End Date SLO End Date

2. How often does this class meet?

2. Which Students will be included in this SLO?

3. Is this SLO representative of all the students you instruct?

4. If this SLO addresses only a subgroup of students, explain why and if they are covered in another SLO.

5. Other important information:

Identifies the class or the subgroup of students covered by the SLO.

Comments:

Describes the student population and considers any contextual factors that may impact student growth.

Comments:

If subgroups are excluded, explains which students, why they are excluded, and if they are covered in another SLO.

Comments:

Matches the length of the course (e.g., quarter, semester, year)

Comments:

**APPENDIX G - Edison Local School District
OTES FORM 3 (Page 3 of 9)**

Student Learning Objective (SLO) Template

Teacher Name: _____ Content Area and Course(s): _____ Grade Level(s): _____ Academic Year: _____

Standards and content:
What content will be the SLO target? To what related standards is the SLO aligned?

***** Review Committee Only ***
Standards and Content
SLO Template Checklist**

1. What Common Core, Ohio, or national standards are addressed by the SLO?

- Specifies how the SLO will address applicable standards from the highest ranking of the following:
 - Common Core State Standards
 - Ohio Academic Content Standards, or
 - National standards put forth by educational organizations

Comments:

**APPENDIX G - Edison Local School District
OTES FORM 3 (Page 4 of 9)**

Student Learning Objective (SLO) Template

Teacher Name: _____ Content Area and Course(s): _____ Grade Level(s): _____ Academic Year: _____

<p>Standards and Content (Continued) <i>What content will be the SLO target? To which level standards is the SLO aligned?</i></p>	
2. What essential skills and content knowledge will be taught during the interval of instruction?	
3. Why are these skills and content knowledge important?	
4. With which of the essential skills and content knowledge are the students struggling?	
5. If this is a targeted SLO, what are the specific academic skills, concepts, or behaviors that this SLO will target?	
6. Other important information:	

****Review Committee Only**
Standards and Content
SLO Template Checklist**

Represents the big ideas or domains of the content taught during the interval of instruction

Comments:

Identifies core knowledge and skills students are expected to attain as required by the applicable standards (if the SLO is targeted)

Comments:

**APPENDIX G - Edison Local School District
OTES FORM 3 (Page 5 of 9)**

Student Learning Objective (SLO) Template

Teacher Name: _____ Content Area and Course(s): _____ Grade Level(s): _____ Academic Year: _____

Assessment(s)
Which assessment(s) will be used to measure essential learning for this SLO? How was this assessment(s) created?

****Review Committee Only**
 Assessments(s)
 SLO Template Checklist**

- Identifies assessments that have been reviewed by content experts to effectively measure course content and reliably measure student learning as intended

Comments:

1. Briefly describe the assessment(s).

2. Why is this the best way to measure student progress toward the objective?

- Selects measures with sufficient "stretch" so that all students may demonstrate learning, or identifies supplemental assessments to cover all ability levels in the course

Has the assessment been District approved? Yes No

4. Does the assessment allow all students to demonstrate developmentally appropriate growth ("stretch")? How?

**APPENDIX G - Edison Local School District
 OTES FORM 3 (Page 6 of 9)
 Student Learning Objective (SLO) Template**

Teacher Name: _____

Content Area and Course(s): _____

Grade Level(s): _____

Academic Year: _____

Assessment(s) (Continued)
What assessment(s) will be used to measure student growth for this SLO? How will this assessment(s) category?

****Review Committee Only****
SLO Template Checklist

5. Will Special Education receive allowable accommodations?

Yes Explain: _____
 No

Provides a plan for combining assessments if multiple summative assessments are used

6. If planning to use multiple assessments to measure growth, how will the measures be combined?

Comments:

7. How will you ensure that the assessment(s) is graded in a fair and unbiased manner? (Does it have a high quality rubric?)

Follows the guidelines for appropriate assessments

8. Will multiple teachers use the same assessment(s) to ensure comparability?

Yes Explain: _____
 No

Comments:

9. Other important information:

**APPENDIX G - Edison Local School District
OTES FORM 3 (Page 7 of 9)**

Student Learning Objective (SLO) Template

Teacher Name: _____ Content Area and Course(s): _____ Grade Level(s): _____ Academic Year: _____

Growth Target(s)
Considering all available data and content requirements, what growth target(s) can students be expected to reach?

Review Committee Only
Growth Target(s)
SLO Template Checklist

1. How was the baseline data used to inform the growth targets?

All students in the class have a growth target in at least one SLO
 Comments:

2. How do you know these tiered targets are developmentally appropriate for the student population included in the SLO?

Uses baseline or pretest data to determine appropriate growth
 Comments:

3. Baseline Score Ranges _____ Target Score Ranges _____

Sets developmentally appropriate targets
 Comments:

4. Explain how these targets are ambitious yet attainable.

Creates tiered targets when appropriate so that all students may demonstrate growth
 Comments:

5. Other important information:

Sets ambitious yet attainable targets
 Comments:

**APPENDIX G - Edison Local School District
OTES FORM 3 (Page 8 of 9)**

Student Learning Objective (SLO) Template

Teacher Name: _____ Content Area and Course(s): _____ Grade Level(s): _____ Academic Year: _____

Rationale for Growth Targets
What is your rationale for setting targets above targets for student growth within the interval of instruction?

****Review Committee Only****
Growth Targets
SLO Template Checklist

1. How will this target address student needs? (Refer to students' strengths and weaknesses from Baseline and Trend Data)
2. Explain how these targets are appropriate and how they set rigorous expectations for students and the teacher.
3. How does this target relate to school and District goals and priorities?
4. Other important information:

- Demonstrates teacher knowledge of students and content
Comments:
- Explains why target is appropriate for the population
Comments:
- Addresses observed student needs
Comments:
- Uses data to identify student needs and determine appropriate growth targets
Comments:
- Explains how targets align with broader school and District goals
Comments:
- Sets rigorous expectations for the students and teacher(s)
Comments:

**APPENDIX G - Edison Local School District
OTES FORM 3 (Page 9 of 9)**

Student Learning Objective (SLO) Template

Teacher Name: _____ Content Area and Course(s): _____ Grade Level(s): _____ Academic Year: _____

Based on the review, the SLO approval status is:

Approved

The SLO has met District criteria and expectations.

Not approved

The SLO does not meet District criteria and expectations.

The SLO requires further development in the areas listed below:

Baseline and Trend Data

Assessment(s)

Student Population

Growth Target(s)

Interval of Instruction

Rationale for Growth Target(s)

Standards and Content

Comments:

Administrator/

Committee Chair: _____

Date: _____

Teacher: _____

Date: _____

**APPENDIX G - Edison Local School District
OTES FORM 4
Pre and Post Conference Questions**

Pre-Observation Planning and Lesson Reflection Resource Questions

The questions provided are intended to guide thinking and conversation; every question may not be answered or relevant for every observation.

INSTRUCTIONAL PLANNING

FOCUS (Standard 4: Instruction)

- What is the focus for the lesson?
- What content will students know/understand?
- What skills will they demonstrate?
- What standards are addressed in the planned instruction?
- Why is this learning important?

ASSESSMENT DATA (Standard 3: Assessment)

- What assessment data was examined to inform this lesson planning?
- What does pre-assessment data indicate about student learning needs?

PRIOR CONTENT KNOWLEDGE/SEQUENCE/CONNECTIONS (Standard 1: Students / Standard 2: Content / Standard 4: Instruction)

- What prior knowledge do students need?
- What are the connections to previous and future learning?
- How does this lesson connect to students' real-life experiences and/or possible careers?
- How does it connect to other disciplines?

KNOWLEDGE OF STUDENTS (Standard 1: Students)

- What should the evaluator know about the student population? (See *Data Measures Inventory for the Classroom*)
- How is this a developmentally appropriate learning activity?

INSTRUCTION AND ASSESSMENT

LESSON DELIVERY (Standard 2: Content / Standard 4: Instruction)

- How will the goals for learning be communicated to students?
- What instructional strategies and methods will be used to engage students and promote independent learning and problem solving?
- What strategies will be used to make sure all students achieve lesson goals?
- How will content-specific concepts, assumptions, and skills be taught?

DIFFERENTIATION (Standard 1: Students / Standard 4: Instruction)

- How will the instructional strategies address all students' learning needs?
- How will the lesson engage and challenge students of all levels?
- How will developmental gaps be addressed?

RESOURCES (Standard 2: Content / Standard 4: Instruction)

- What resources/materials will be used in instruction?
- How will technology be integrated into lesson delivery?

CLASSROOM ENVIRONMENT

(Standard 1: Students / Standard 5: Learning Environment)

- How will the environment support all students?
- How will different grouping strategies be used?
- How will safety in the classroom be ensured?
- How will respect for all be modeled and taught?

ASSESSMENT OF STUDENT LEARNING

(Standard 3: Assessment)

- How will you check for understanding during the lesson?
- What specific products or demonstrations will assess student learning/achievement of goals for instruction?
- How will you ensure that students understand how they are doing and support students' self-assessment?
- How will you use assessment data to inform your next steps?

PROFESSIONAL RESPONSIBILITIES

COLLABORATION AND COMMUNICATION (Standard 6)

- How do you cooperate with colleagues?
- How do you work with others when there is a problem?
- What is your communication style with students? With families? With colleagues?
- In what ways do you seek the perspectives of others: Give an example.

PROFESSIONAL RESPONSIBILITY AND GROWTH (Standard 7)

- How do you apply knowledge gained from other experiences into your teaching?
- Discuss ways you reflect and analyze your teaching.
- What are some proactive ways you further your own professional growth?

**APPENDIX G - Edison Local School District
OTES FORM 5
Planning for Post-Observation Conference**

Post Conference Planning

- The goal for the conference leader is to cognitively coach the teacher through the use of reflective questions.
- Record 3 reflective questions you would ask the teacher aligned to the area of reinforcement.
 - 1.
 - 2.
 - 3.
- Record 3 reflective questions you would ask the teacher aligned to the area of refinement.
 - 1.
 - 2.
 - 3.

Four Key Elements of the Instructional Post-Conference

1. Introduction/Greeting/Establish Length
 - Review Conference Process
 - General Impression Question
 - "How do you think the lesson went?"
2. Reinforcing the Teacher
 - Identify an Area of Reinforcement (only one)
 - Ask Self-Analysis Question
 - Provide Evidence from Notes
3. Refining the Teacher's Skill:
 - Identify an Area of Refinement (only area)
 - Ask Self-Analysis Question
 - Provide Evidence from Notes
 - Give a Recommendation for Future Practice
4. Present evidence connected to the rubric
 - A Final Summative Rating of Teacher Effectiveness will be presented after the second formal observation.

Classroom Walkthrough



Directions: This form serves as a record of an informal walkthrough by the teacher's evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation. This record, along with records of additional informal observations, will be used to inform the summative evaluation of the teacher.

Date: _____ Time: _____

Teacher Name: _____ Subject Area/Grade: _____

Evaluator: _____ Duration of Walkthrough: _____

Delivery Method: ___ Stand/Deliver ___ Group Work ___ Discovery ___ Other: _____

Technology Used: ___ Overhead ___ SMARTboard ___ BYOD ___ Other: _____

- Instruction and lesson activities are developmentally appropriate:** *Teacher instruction is appropriate for the age, content type and varied cognitive abilities.*
- Lesson content is linked to previous and future learning:** *Teacher clearly explains the connections between what WILL be learned and what HAS been learned.*
- Learning outcomes and goals are clearly communicated to students:** *Teacher has goals clearly displayed for all students to see.*
- Varied instructional tools and strategies reflect student needs and learning objectives:** *The means of instructional delivery vary according to student needs. (Questioning and feedback, summarizing and note taking, comparing and contrasting...)*
- Classroom learning environment is safe and conducive to learning:** *There are no trip hazards, electrical cords are secured and appropriately used. The room is decorated with student work and age appropriate décor such as word walls, student work, and charts.*
- Teacher provides students with timely and responsive feedback:** *Teacher feedback is timely, specific, instructional, focused, functional, positive, and supportive.*
- Instructional time is used effectively:** *Teacher has smooth transitions from one activity to another.*
- Teacher connects lesson to real-life applications:** *Teacher shows the students the importance of the lesson by connecting the content to real world scenarios.*
- Routines support learning goals and activities:** *Students demonstrate that they know the rules, routines and expectations of the classroom.*
- Multiple methods of assessment of student learning are utilized to guide instruction:** *Teacher uses a variety of assessments to form instruction. (paper/pencil, verbal, project based, rubrics)*
- Students engaged in learning:** *Students are actively engaged in lesson and the classroom activities.*
- Interaction with students is meaningful:** *Teacher has a good rapport with students and communicates with them in an appropriate manner. The interaction is also content driven.*
- Other:**

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Post-Conference Plan

Teacher Name: _____ Evaluator: _____ Date: _____

REINFORCEMENT:

Reinforcement Area (Indicator):

Self-Analysis Question:

Evidence from Script:

REFINEMENT:

Refinement Area (Indicator):

Self-Analysis Question:

Evidence from Script:

RECOMMENDATIONS:

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Teacher: _____
 Evaluator: _____
 Date: _____

Teacher Performance Evaluation Rubric

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

INSTRUCTIONAL PLANNING		Ineffective	Developing	Skilled	Accomplished
FOCUS FOR LEARNING (Standard 4: Instruction) <i>Sources of Evidence:</i> Pre-Conference	The teacher does not demonstrate a clear focus for student learning. Learning objectives are too general to guide lesson planning and are inappropriate for the students, and/or do not reference the Ohio standards.	The teacher communicates a focus for student learning, develops learning objectives that are appropriate for students and reference the Ohio standards but do not include measurable goals.	The teacher demonstrates a focus for student learning, with appropriate learning objectives that include measurable goal(s) for student learning aligned with the Ohio standards. The teacher demonstrates the importance of the goal and its appropriateness for students.	The teacher establishes challenging and measurable goal(s) for student learning that aligns with the Ohio standards and reflect a range of student learner needs. The teacher demonstrates how the goal(s) fit into the broader unit, course, and school goals for content learning and skills.	Preconference Observation Post conference
	Evidence	Preconference Observation Post conference	Preconference Observation Post conference	Preconference Observation Post conference	Preconference Observation Post conference
ASSESSMENT DATA (Standard 3: Assessment) <i>Sources of Evidence:</i> Pre-Conference	The teacher does not plan for the assessment of student learning or does not analyze student learning data to inform lesson plans.	The teacher explains the characteristics, uses, and limitations of various diagnostic, formative, and summative assessments but does not consistently incorporate this knowledge into lesson planning.	The teacher demonstrates an understanding that assessment is a means of evaluating and supporting student learning through effectively incorporating diagnostic, formative, and/or summative assessments into lesson planning.	The teacher purposefully plans assessments and differentiates assessment choices to match the full range of student needs, abilities, and learning styles, incorporating a range of appropriate diagnostic, formative, and summative assessments into lesson plans.	Preconference Observation Post conference
	Evidence	Preconference Observation Post conference	Preconference Observation Post conference	Preconference Observation Post conference	Preconference Observation Post conference

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

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

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

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

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

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

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PROFESSIONALISM		Ineffective	Developing	Skilled	Accomplished
PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication; Standard 7: Professional Responsibility and Growth) <i>Sources of Evidence:</i> Professional Development Plan or Improvement Plan; Pre-conference; Post-conference; daily interaction with others	The teacher fails to communicate clearly with students and families or collaborate effectively with professional colleagues.	The teacher uses a variety of strategies to communicate with students and families and collaborates with colleagues, but these approaches may not always be appropriate for a particular situation or achieve the intended outcome.	The teacher uses effective communication strategies with students and families and works effectively with colleagues to examine problems of practice, analyze student work, and identify targeted strategies.	The teacher communicates effectively with students, families, and colleagues. The teacher collaborates with colleagues to improve personal and team practices by facilitating professional dialogue, peer observation and feedback, peer coaching and other collegial learning activities	
	The teacher fails to understand and follow regulations, policies, and agreements.	The teacher understands and follows District policies and state and federal regulations at a minimal level.	The teacher meets ethical and professional responsibilities with integrity and honesty. The teacher models and upholds District policies and state and federal regulation.	The teacher meets ethical and professional responsibilities and helps colleagues access and interpret laws and policies and understand their implications in the classroom.	
Evidence	Preconference Observation Post conference	Preconference Observation Post conference	Preconference Observation Post conference	Preconference Observation Post conference	

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Improvement Plan

Teacher Name: _____ Grade Level/ Subject: _____

School Year: _____ Building: _____ Date of Improvement Plan Conference: _____

Written improvement plans are to be developed in the circumstances when an educator makes below expected academic growth with his/ her students OR receives an overall ineffective rating or an ineffective rating on any of the components of the OTES system, or receives an overall ineffective rating for two or more consecutive years and/or at the discretion of the evaluator. The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If corrective actions are not made within the time as specified in the improvement plan, a recommendation may be made for dismissal or to continue on the plan.

Section 1: Improvement Statement - List specific areas for improvement as related to the *Ohio Standards for the Teaching Profession*. Attach documentation.

Performance Standard(s) Addressed in this Plan	Date(s) Improvement/Action Concern Observed	Specific Statement of the Concern, Areas of Improvement

Section 2: Desired Level of Performance - List specific measurable goals to improve performance. Indicate what will be measured for each goal.

Beginning Date	Ending Date	Level of Performance	Specifically Describe Successful Improvement Target(s)

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Improvement Plan (continued)

<p>Section 3: Specific Plan of Action</p> <p>Describe in detail specific plans of action that must be taken by the teacher to improve his/her performance. Indicate the sources of evidence that will be used to document the completion of the improvement plan.</p>	
<p>Actions to be Taken</p>	<p>Sources of Evidence that Will Be Examined</p>

<p>Section 4: Assistance and Professional Development</p> <p>Describe in detail specific supports that will be provided as well as opportunities for professional development.</p>

Date for this Improvement Plan to Be Evaluated: _____

Teacher's Signature: _____

Date: _____

Evaluator's Signature: _____

Date: _____

The evaluator's signature on this form verifies that the proper procedures as detailed in the local contract have been followed.

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Improvement Plan: Evaluation of Plan

Teacher Name:		Grade Level/Subject:
School Year:	Building:	Date of Evaluation:

The improvement plan will be evaluated at the end of the time specified in the plan. Outcomes from the improvement plan demonstrate the following action to be taken:

- Improvement is demonstrated and performance standards are met to a satisfactory level of performance*.
- The Improvement Plan should continue for time specified.
- Dismissal is recommended.

Comments: *Provide justification for recommendation indicated above and attach evidence to support recommended course of action.*

I have reviewed this evaluation and discussed it with my evaluator. My signature indicates that I have been advised of my performance status; it does not necessarily imply that I agree with this evaluation.

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

The evaluator's signature on this form verifies that the proper procedures as detailed in the local contract have been followed.

**The acceptable level of performance varies depending on the teacher's years of experience. Teachers in residency - specifically in Years 1 through 4 - are expected to perform at the Developing level or above. Experienced teachers - with five or more years of experience - are expected to meet the Skilled level or above.*

