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**Contract
between**

**Ashland Vocational Teachers
Association**

and

**Ashland County - West Holmes
Joint Vocational School District
Board of Education**

August 1, 2014 - July 31, 2017

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ARTICLE I

I. PROFESSIONAL NEGOTIATIONS

A. Recognition

The Ashland County-West Holmes J.V.S.D. Board of Education (the “Board”) recognizes the Ashland Vocational Teachers Association, an OEA/NEA - LOCAL (the “Association”), as the sole and exclusive bargaining representative for the purpose of and as defined in Chapter 4117 Ohio Revised Code for all certified instructional and support staff. Recognition is for all professional non-supervisory personnel, educational support staff both full or part-time, whether under contract, either verbal or written, on leave, or on a per diem or class rate basis employed or to be employed by the Board performing or to perform any work currently being performed by certified instructional or educational support staff (“members”). Members shall be, but not limited to, teachers, guidance counselors, librarians, media specialists, attendance/library secretary, secretary/fees, guidance secretary, principal's secretary, early childhood aide, culinary aide, cafeteria aide, OGT test preparation aide, cleaning assistant/aide, maintenance, technology coordinator, account clerk, in-school suspension, and custodian. The Association recognizes that the Superintendent, principals, treasurer, treasurer's secretary/cashier, assistant to maintenance supervisor, payroll clerk, all adult education personnel both certified and classified and other administrative personnel as defined in Chapter 4117 Ohio Revised Code are excluded from the bargaining unit. The employer recognizes that Association representation will include any newly created position unless employment into the position is governed by Section 3319.02 of the Ohio Revised Code.

B. Principles

The members have the right to join or not join the Association, but membership shall not be a prerequisite for employment or continuation of employment of any employee.

“Good faith” negotiations require that the Association and the Board be willing to react to each other’s proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. “Good faith” requires both parties to recognize negotiations as a shared process.

C. Negotiation Subjects

Negotiable matters shall be all matters with respect to wages, hours, terms and conditions of employment and the continuation, modification or deletion of an existing provision of a collective bargaining agreement.

D. Negotiation Procedures

1. Representation

The Board, or designated representative(s) of the Board, will meet with representatives designated by the Association for the purpose of discussion and reaching mutually satisfactory agreements. All negotiations shall be conducted exclusively between said teams. The parties may call upon professional and lay consultants to assist in all negotiations provided that during all negotiating meetings between the parties such consultants shall attend only as observers. The expense of such consultants shall be borne by the party requesting them.

2. Initiation of Negotiations and Timeline for the Bargaining Process

- a. The Association or the Board may begin the collective bargaining process by giving written notice to the other party. The other party, for the “Association” shall be the Association President, for the “Board”, it shall be the Superintendent. The collective bargaining process shall commence no more than one hundred eighty (180) nor less than one hundred twenty (120) days prior to the expiration date of the existing Collective Bargaining Agreement and shall be at a mutually acceptable time within seven (7) days of the date that the initiating notice was served.
- b. The parties shall continue in full force and effect all the terms and conditions of the existing Collective Bargaining Agreement, without resort to strike or lock-out, for a period of sixty (60) days after the date the parties exchange proposal lists or until the expiration date of the collective bargaining agreement, whichever occurs later. Negotiations can be extended if mutually agreed upon by both parties.
- c. If the parties are not able to reach agreement on a successor agreement, by the expiration date of this agreement, the parties agree to submit all unresolved issues to mediation utilizing the assistance of the Federal Mediation and Conciliation Service (“FMCS”). Any costs for facilities incurred will be divided equally between the Association and the Board.

Mediation, as set forth above, constitutes the parties’ mutually agreed upon, final and exclusive dispute settlement procedure and shall

operate in lieu of any and all of the settlement procedures set forth in O.R.C. 4117.14.

If there has been no settlement by the expiration date of the collective bargaining agreement, the employees shall have the right to strike as outlined in O.R.C. 4117.14(D)(2).

The negotiations procedure set forth in this Article supersedes and takes precedent over any inconsistent time limits or procedures set forth in O.R.C. 4117.14, which statutory time limits and procedures are hereby mutually waived, except O.R.C. 4117.14(D)(2).

- d. Nothing in this section shall be construed to prohibit the parties, at any time, from voluntarily agreeing to submit any or all of the issues in dispute to any other alternative dispute settlement procedure. An agreement or statutory requirement to arbitrate or to settle a dispute pursuant to a final offer settlement procedure and the award issued in accordance with the agreement or statutory requirement is enforceable in the same manner as specified in Division (B) of Section 4117.09 of the Ohio Revised Code.

3. Meetings

At the first scheduled negotiations meeting, the official representatives of the Association and of the Board shall meet for the sole purpose of submitting all subject items to be considered for negotiation. Once the agenda is approved, no new items may be introduced for consideration during the course of negotiations without the consent of both teams. The meetings shall be called at times mutually agreed by the parties and shall be held at a time other than during regular school hours.

Designated representative(s) of the Board shall meet at mutually agreed upon places and times with representatives of the Association for the purpose of affecting a free exchange of facts, opinions, and proposals in an effort to reach mutual understanding and agreement. Negotiating teams will consist of no more than four (4) members on each team with one (1) member of each team acting as spokesperson.

4. Good Faith Negotiations

Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. "Good faith" requires that each team come to the table with the intention of reaching mutual agreement.

This involves reacting to the other team's proposals and counter-proposals with good and sufficient reasons based upon the best information available.

5. Caucuses

During a negotiations session, either team may call caucuses not to exceed thirty (30) minutes each, unless mutually agreed to extend the time element. Either team may declare a recess when it appears meaningful progress cannot be obtained. A recess shall be for no more than forty-eight (48) hours.

6. News Releases

While negotiations are in process and prior to reaching an agreement to be submitted to the Board and the Association, statements to the media may be issued as needed by either party. A copy of any media release shall be furnished to the other party at the same time and by the same method. Progress reports may be made to the represented bodies by either team at the discretion of that team.

7. Information

Upon request by the Association and in compliance with Ohio Revised Code 149.43, the Board shall supply, within one (1) day when available from the auditor, all public financial information relative to the operation of the General Fund of the Ashland County-West Holmes JVS and all public information pertinent to items to be negotiated by the Association.

E. Reaching Agreement

As tentative agreement is reached on each item during negotiations, it shall be reduced to writing, initialed by the official spokesperson of each team and set aside.

When the tentative agreement is reached on all items to be negotiated, the proposed agreement shall be reduced to its final language and submitted first to the Association for ratification by a vote of its membership and then as a total Agreement to the Board for final approval. Board action shall occur within five (5) days of the receipt of the notification of ratification by the Association.

When approved by both parties, the Agreement shall constitute the contract between the Board and the Association and shall be binding on both parties. The Association agrees to abide by the terms of the Agreement and to take the necessary action to advise its members of the terms of the Agreement.

If agreement is not reached within sixty (60) calendar days, unless extended by mutual consent of both teams, either the Board or the Association shall have the right to declare an impasse. The unresolved issue(s) shall be submitted to the impasse procedure.

F. Impasse Procedure

The dispute (impasse) resolution procedures shall be in accordance with Ohio Revised Code 4117 and the provisions of this Agreement.

In the event the Board and the Association are unable to reach agreement ten (10) days prior to the expiration of the existing Agreement, then the Association shall have the right to proceed in accordance with Section 4117.14D (2) and Section 4117.18(C) of the Ohio Revised Code, such right being modified by future changes, if any, to the Ohio Revised Code.

G. Implementation and Amendment

This Agreement may be amended or the provision(s) altered only by the mutual consent of the Board and the Association. Such amendment and/or altering may be 1) at the request of either the Board or the Association or 2) by the Superintendent as representative of the Board and by the President of the Association as representative of the Association, or 3) as may be required by Ohio Revised Code 4117. In any case, the finalization of such amendment(s) or altering shall be in accordance with the provisions of Article I, Parts D and E.

H. No Reprisals

No reprisals of any kind shall be taken by either side for participating in any part of the negotiation process, including preparation and research of proposals and/or membership on the negotiating team.

Any questions or disagreements with regard to the inclusions or exclusions of individuals of the bargaining unit shall be submitted to the State Employment Relations Board (SERB) for determination. Such submissions to SERB would normally be preceded by an effort on the part of the Association and the Board to clearly identify and resolve the problem in accordance with the provisions of Ohio Revised Code 4117.

Recognition shall continue until such time that a new member representative is selected in accordance with Ohio Revised Code 4117.

ARTICLE II

II. GRIEVANCE PROCEDURE

A. Definitions

1. A grievance shall be defined as a complaint involving an alleged violation, misinterpretation, or misapplication of a provision(s) of the contract between the Board and the Association.
2. A grievant shall mean a member, a group of members, or the Association alleging that a violation, misinterpretation, or misapplication of the contract has occurred.
3. A group class action grievance shall have as its basis similar circumstances with regard to each member of the group.
4. A party of interest is the grievant(s) and any other individual(s) who may be required to take action against or against whom action might be taken in order to resolve the claim.
5. A day is defined as a school day (a day when school is actually in session) for teachers and is defined as a work-day (a day when the employee is scheduled to work) for educational support staff.

B. Time Limits

1. Grievances shall be processed rapidly. The number of days indicated at each step of the established procedure shall be maximums unless extended by mutual consent of the parties involved at each step.
2. If the grievant fails to meet time maximums at any step of the procedure, the grievance shall be considered waived. If the Board or its agents fail to meet time requirements, the relief sought shall be implemented.

C. Communications

1. All requests, grievances, relief sought and grievance dispositions as called for in the procedure shall be sent to the receiving party on approved forms (see Appendix A) by certified letter or personal service at each step of the procedure. If service is by personal service, the individual performing such service shall indicate the time and date of service and affix his signature thereto.

D. Rights of Grievant and the Association

1. The grievant has the right to Association representation at all meetings and hearings involving the grievance.
2. The Association has the exclusive right to file grievances and to be present for the adjustment of any and all grievances.
3. Grievance forms shall be exhibited in the appendix of this Agreement and it shall be the exclusive right of the Association to issue forms to grievants.
4. The Association shall have the exclusive right to determine whether to proceed to the arbitration step of the procedure.
5. The Association and the grievant(s) shall receive copies of all communications in the processing of grievances.

E. Informal Level

1. The grievant shall first discuss the grievance with the Principal or in the case of Educational Support Staff, the Immediate Supervisor. If the grievance cannot be resolved informally to the satisfaction of the grievant/Association, the grievant/Association shall have the right to initiate a formal grievance at Level One of the established procedure.

F. Formal Procedure

Level One

If the grievance cannot be resolved at the informal level, the grievant shall file the grievance and the relief sought in writing to the Superintendent. If the written grievance is not lodged within forty-five (45) days following the act or knowledge of the act or omission upon which the grievance is based, the grievance is waived and shall no longer exist.

Within five (5) days after the filing of the written grievance at Level One, the Superintendent shall meet with the grievant. Within five (5) days after the meeting, the Superintendent shall give to the grievant his disposition and his rationale for such disposition in writing.

Level Two

If the grievant is not satisfied with the disposition of the grievance at Level One or if no disposition has been made within the time limit provided, the grievant may within an additional five (5) days, file the grievance and relief sought in writing to the Treasurer of the Board of Education. Within ten (10) days, the Board shall hold a hearing with the grievant. Within five (5) days following the hearing, the Board shall give to the grievant its disposition and rationale for such disposition of the grievance in writing.

Level Three

If the grievant and the Association are not satisfied with the disposition of the grievance by the Board, and the Association Executive Committee has investigated the grievance situation and has determined that the grievance has merit, the grievant and the Association may, within five (5) days of receipt of such written response, give written notice to the President of the Board of its intent to submit the grievance to an arbitrator.

The arbitrator shall be selected from a list of seven (7) names supplied to the Association and to the Board by the American Arbitration Association or by approval of both members. Selection of the arbitrator shall be determined by the Voluntary Labor Arbitration Rules of the American Arbitration Association. Such rules shall also govern the arbitration hearing and proceedings.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement nor add to, subtract from, or modify the language therein in arriving at a determination of any issue presented. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The decision of the arbitrator shall be final and binding on the Board, the grievant, and the Association.

The costs for the arbitrator and the hearing room shall be shared equally by the Board and the Association.

G. Miscellaneous

1. All communications, regarding grievances, shall be reduced to writing and hand-delivered or mailed by certified mail, return receipt requested. The Board shall provide the Association with copies of all communications.

2. Constructive receipt by the Board shall be construed to be the delivery date to the appropriate supervisor's office.
3. Constructive receipt by the grievant/Association shall be construed to be the delivery date to the Association President.
4. Meetings and hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.
5. All parties at interest shall be permitted to attend a grievance meeting or arbitration hearing with no loss of pay or benefits.
6. No reprisals or recriminations shall be taken against any grievant, the Association, or a party of interest that would be related to the filing and/or processing of the grievance.
7. A grievance may be withdrawn by the Association at any time without prejudice.
8. The Association President shall receive notification of date, time, and place of hearings and the Association shall be entitled to representation at such hearings in accordance with Ohio Revised Code 4117. Such representation shall be determined solely by the Association. The adjustment of a grievance(s) shall not, under any circumstances, be inconsistent with the terms of this Agreement.
9. If, in the judgment of the Association Executive Committee, a grievance affects a group or class of members, the Committee may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall begin at Level One.

ARTICLE III

III. EMPLOYMENT

A. Discrimination in Education Programs and Hiring Practices

The Board and the Association agree that neither party shall discriminate against each other or against any employee and/or applicant on the basis of race, color, creed, sex, religion, marital status, age, political affiliation, or disability.

The Compliance Officer shall handle all grievances of this nature.

School personnel will take whatever steps necessary for self-study to identify any discriminatory policies or practices and take whatever remedial action is needed. Records shall be maintained of what procedures are followed.

B. Teacher's Function and Responsibility

The services of the teacher exist to carry on the actual work of instructing pupils, which is the essential service of the Ashland County - West Holmes Career Center. The teaching function is best discharged when the concept of instructing pupils is broad enough to include not only the teaching of certain subject matter, but also the supervision of other worthwhile activities which further the attainment in pupils of the function of public education.

Such activities as counseling, supervising health and safety, sponsoring school activities and organizations, working on curriculum committees and other approved projects, and making such reports and records as may be useful, may be considered as examples. The duties and responsibilities of all teachers must be considered in the light of such a broad concept.

The classroom teacher shall be directly responsible to the Principal of the school. Professional problems shall be taken directly to him or the respective supervisor.

The classroom teacher shall have channels through which ideas can be heard on all policies, administrative and instructional. Through the Principal, opportunities to study, discuss, and make recommendations on all policies that affect the entire school system shall be provided.

C. Recruitment and Appointment of Teachers

The Board recognizes that the strength of the educational program is based on a strong teaching staff. It is necessary to maintain a strong recruitment program and

at the same time retain those capable teachers already employed. It shall be the duty of the Superintendent to see that persons nominated for employment shall meet all qualifications established by law and by the Board for the type of position for which nomination is made.

D. Notification of Employment

Contract and salary notices will be given to the regular teaching staff following the April meeting of the Board of Education and shall be received no later than May 1st of each year. Contract and Salary notices for educational support staff shall be received no later than June 1st of each year.

E. Tenure and Sequence of Limited Contracts for Teachers

1. Continuing service status shall be granted in the Joint Vocational School District in accordance with State law. It is the sole responsibility of the bargaining unit member to notify the administration of their eligibility for a continuing contract.

If a teacher should become eligible for a continuing contract during the term of a limited contract, the Board shall, at its next regularly scheduled April meeting, upgrade the individual contract to the continuing contract status.

2. Limited contracts shall be approved by the Board on the recommendation of the Superintendent as follows:
 - a. A one-year limited probationary contract will be granted for the initial two (2) years of employment. If reemployed for a third year of employment in the district, a one-year limited contract will be issued.
 - b. Two-year limited contracts will be granted after three (3) years of continuous employment by the Board and the member is recommended for reemployment.
 - c. Three-year limited contracts will be granted after five (5) years of continuous employment by the Board and the member is recommended for reemployment.
 - d. Five-year limited contracts will be granted after eight (8) years of continuous employment by the Board and the member is recommended for reemployment.

3. Extended Limited Teaching Contracts

In the event the Superintendent believes an extended limited teaching contract [not to exceed two (2) years] is warranted for a teacher who is otherwise eligible for a continuing contract, the teacher will receive written notice at least five (5) working days prior to any Board action along with reasons directed towards professional improvement. The Board must act on an extended limited contract and the reasons directed toward professional improvement must be given to the teacher on or before June 1st. The parties agree the Board may bypass the procedures under Section 3319.11 (C) of the Ohio Revised Code and issue an extended limited teaching contract upon the Superintendent's recommendation without first entertaining a recommendation for a continuing contract. Upon subsequent reemployment of the teacher after the expiration of the extended limited contract, only a continuing contract may be entered into. If the Board does not give the teacher written notice of its affirmative action on or before June 1st, the teacher is deemed reemployed under a continuing contract at the same salary plus any increment provided by the salary schedule. The teacher is presumed to have accepted employment under such continuing contract unless such teacher notified the Board in writing to the contrary on or before June 15th, and a continuing contract shall be executed accordingly.

F. Contracts for Educational Support Personnel

1. Newly hired regular educational support bargaining unit members shall be given a contract for not more than one year.
2. If such employees are rehired, the subsequent contract shall be for a period of two years.
3. After the completion of the two-year contract if the contract of an educational support bargaining unit member is renewed, the educational support staff member shall be on a continuing contract. The salary provided in the last contract shall be matched or increased but may not be reduced unless such reduction is part of a uniform plan affecting all educational support staff of the District.

G. Evaluation and Probation of Teaching Staff

1. Definitions

- a. **Comparable Evaluations** - Meeting the requirements as set forth in O.R.C., seniority may not be the basis for teacher retention or other employment decisions, except when deciding between teachers who have comparable evaluations, this refers to teachers within the categories of "Ineffective," "Developing," "Skilled," and "Accomplished.
- b. **Core Subject Area** – means reading and English language arts, mathematics, science, foreign language, government, economics, fine arts, history and geography.
- c. **Credentialed Evaluator** - For purposes of this process, each teacher subject to evaluation will be evaluated by a person who:
 - Meets the eligibility requirements under R.C. 3319.111 (D); and
 - Holds a credential established by the Ohio Department of Education for teacher evaluation; and
 - Has completed State-Sponsored evaluation training and has passed an online credentialing assessment.
 - For the 2014-2015 school year only, evaluation of an employee shall be conducted by the teacher's immediate supervisor. In the event a teacher performs work under the supervision of more than one supervisor, the Principal will designate the teacher's evaluator. The evaluator shall not be a bargaining unit member. The supervisor must be employed under a contract pursuant to Ohio Revised Code Section 3319.01 or 3319.02 and must hold at least one (1) certificate named under Division (E), (H), (I), (J), (K), or (L) of Ohio Revised Code Section 3319.22.
 - This evaluation process will be implemented through a no-fault program during the 2014-2015 school year.

The Board shall authorize the Superintendent/designee to approve and maintain a list of credentialed evaluators as necessary. Members

of AVTA shall be notified of their credentialed evaluator by the end of week one (1) of the start of school.

- d. **Evaluation Cycle** - The period of time for the completion of the evaluation procedure. The evaluation cycle is completed when student growth measures resulting from assessments that were administered in the previous school year are combined with the teacher performance ratings resulting from performance assessments that are conducted for the current school year to assign an evaluation rating.
- e. **Evaluation Rating** - The final summative evaluation level that is assigned to a teacher based on evaluations that are conducted pursuant to the terms of this agreement. The evaluation rating is assigned at the conclusion of the evaluation cycle when the teacher performance rating is combined with the results of student growth measures where fifty percent (50%) of the evaluation rating is based on student growth measures as provided for in this agreement and fifty percent (50%) of the evaluation rating is based on a teacher performance rating as provided for in this agreement. Each completed evaluation will result in the assignment of one of the following evaluation ratings to the teacher: Accomplished, Skilled, Developing, or Ineffective.
- f. **OTES** - stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2011, or as otherwise modified by the State Board of Education.
- g. **Promotion** as used in this context is of limited utility given the fact that teachers covered by this Agreement are not currently employed in any discernible hierarchy. Nevertheless, when making decisions relative to such matters as determining department or grade level chairpersons, selections to curricular or strategic planning bodies, or teaching assignments, the Board will consider teacher performance as indicated by evaluations.
- h. **Remediation Plan** - A written plan which shall be collaboratively put into place with the teacher and the assigned credentialed evaluator, in order to directly address any deficiencies cited in the evidence that is gathered during walkthroughs and formal observations.
- i. **Retention** for purposes of this process refers to employment decisions on the question of whether or not to suspend a contract

pursuant to a reduction in force, non-renew a limited or extended limited contract, or terminate employment for good and just cause. In the case of a reduction in force, seniority will not be considered when making decisions on contract suspensions, except in the instance of comparable evaluations. The decision to non-renew or terminate the contract of a poorly performing teacher may be informed by the teacher's evaluation(s) conducted under this process. However, decisions to non-renew or terminate a teaching contract are not limited by the existence of this process.

- j. **Shared Attribution** - The practice of assigning student(s) growth results to a group of appropriately licensed educators who consistently meet to collaboratively plan and provide instruction and/or intervention for a student or defined group of students on a specific topic and/or grade level and which may or may not be reported in the teacher-student data linkage system.
- k. **Shared Attribution Measures** – student growth measures that can be attributed to a group.
- l. **Student Growth** – for the purpose of the District's evaluation process, student growth is defined as the change in student achievement for an individual student between two (2) or more points in time.
- m. **Student Growth Measure (SGM)** - A unit of academic growth projected for a student over specified period of time, and 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 or by the school district for approved vendor assessments or locally developed student learning objectives (SLOs).
- n. **Student Learning Objective (SLO)** - A measurable academic growth target that a teacher sets at the beginning of the course/term for all students or for subgroups of students to be achieved by completion of an established interval based upon baseline data gathered at the beginning of the course.
- o. **Teacher** – For purposes of the parties' evaluation process, "teacher" means licensed instructors who spend at least fifty percent (50%) of his/her time providing content-related student instruction and who is working under one of the following:

- A license issued under R.C. 3319.22, 3319.26, 3319.222 or 3319.226; or
- A permanent certificate issued under R.C. 3319.222 as it existed prior to September, 2003; or
- A permanent certificate issued under R.C. 3319.222 as it existed prior to September, 2006; or
- A permit issued under R.C. 3319.301.

Substitute teachers and teachers not meeting this definition are not subject to evaluation under this process. Certified non-teaching personnel will be evaluated utilizing the non-teaching evaluation procedures of the collective bargaining agreement in effect between the Board and AVTA (Appendix B, C and D)

- p. **Teacher of Record** - A teacher who is responsible for assigning the grade to the student, and is required to have the proper credentials to teach the particular subject/grade level for which he/she has been designated “teacher(s) of record”, and is responsible for a minimum of fifty percent (50%) of a student’s scheduled instructional time within a given subject or course.
- q. **Teacher Performance** - The assessment of a teacher’s performance, resulting in a performance rating. As an evaluation factor, the teacher performance dimension is based on direct observations of a teacher’s practice (including materials and other instructional artifacts) and walkthroughs that are performed by a credentialed evaluator. Teacher performance results are reported as a teacher performance rating that may be coded as “1” indicating lowest performance to “4” indicating highest performance.
- r. **Teacher-Student Data Linkage (TSDL)** - The process of connecting the teacher(s) of record [based upon above definition] to a student and/or defined group of students’ achievement scores for the purpose of attributing student growth to that teacher.
- s. **Value-Added** – refers to the EVAAS Value-Added methodology provided by SAS, Inc., which provides a measure of student progress at the District and school level based on each student’s scores on State issued standardized assessments.

t. **Vendor Assessment** – student assessments approved by the Ohio Department of Education that measure mastery of the course content for the appropriate grade level, which may include nationally normed standardized assessments, industry certification exams, or end-of-course examinations for grade level and subjects for which the Value-Added measure does not apply.

2. The purposes of teacher evaluation are:

- a. To serve as a tool to advance the professional learning and practice of teachers individually and collectively in a school district.
- b. To inform instruction.
- c. To assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.

3. Standards Based Teacher Evaluation

- a. Teacher evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each teacher and assigning an effectiveness rating based in equal part upon teacher performance and student growth.
- b. Each teacher evaluation will result in an effectiveness rating of:
 - Accomplished;
 - Skilled;
 - Developing; or
 - Ineffective

The specific standards and criteria for distinguishing between these ratings/levels of performance shall be the same as those developed by the State Board of Education, which are incorporated herein by reference.

The Superintendent shall annually cause to be filed a report to the Department of Education the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating as set forth above, aggregated by teacher preparation programs from which and the years in which the teachers graduated.

Fifty percent (50%) of each evaluation will be based upon teacher performance and fifty percent (50%) on multiple measures of student growth.

4. Assessment of Teacher Performance

Teacher performance will be evaluated during formal observations and periodic informal observations also known as "classroom walkthroughs." Such performance, which will comprise fifty-percent (50%) of a teacher's effectiveness rating, will be assessed through a holistic process by trained and credentialed evaluators based upon the following *Ohio Standards for the Teaching Profession*:

- a. understanding student learning and development and respecting the diversity of the students they teach;
- b. understanding the content area for which they have instructional responsibility;
- c. understanding and using varied assessment to inform instruction, evaluate and ensure student learning;
- d. planning and delivering effective instruction that advances individual student learning;
- e. creating learning environments that promote high levels of learning and student achievement;
- f. collaborating and communicating with students, parents, other educators, District administrators and the community to support student learning; and
- g. assuming responsibility for professional growth, performance and involvement.

5. Formal Observation and Classroom Walkthrough Sequence

- a. All instructors who meet the definition of "teacher" under R.C. 3319.111 and this process shall be evaluated based on at least two (2) formal observation cycles and periodic classroom walkthroughs each school year.
- b. Teachers on a limited contract who are under consideration for renewal/nonrenewal shall receive at least three (3) formal observation cycles in addition to periodic classroom walkthroughs.

- c. Pursuant to this process and Board resolution, the Board shall approve a list of projects recommended by the Superintendent/designee that demonstrate a teacher's continued growth and practice at the accomplished level for accomplished teachers who wish to complete a project in lieu of one (1) formal observation.

Evaluations will be completed on or before May 1st and each teacher will be provided a written report of the results of his/her evaluation on or before May 10th. Written notice of nonrenewal will be provided by June 1st.

In evaluating teacher performance in these areas, the Board shall utilize the measures set forth by the Ohio Department of Education's OTES "Teacher Performance Evaluation Rubric" for instructional planning, instruction and assessment, and professionalism, set forth herein in the Appendix BB.

Each teacher evaluated under this process shall annually complete a "Self-Assessment," utilizing the Self-Assessment Summary Tool (Appendix E). The teacher self-assessment tool shall be completed on or before September 15th of each year.

6. Formal Observation Procedure

- a. A Formal Observation Cycle is comprised of:

- A minimum of two Walkthroughs that shall occur with a maximum of ten (10) with feedback provided within three (3) school days.
- One Pre-conference between the evaluator and employee preceding the formal observation in order for the employee to explain plans and objectives for the classroom situation to be observed. There will be at least one full workday notice given prior to the observation.
- One Observation of at least 30 minutes
- One Post-Conference within five (5) days following the observation unless mutually agreed upon by both the evaluator and the teacher.
- Teachers shall not receive a formal observation on a day before, during or after the following: the administration of standardized testing; a holiday or any break from scheduled

school days (excluding weekends); or any approved leave of absence of three (3) or more days.

- b. Observation Cycle One is to be completed prior to the start of Winter Recess
- c. Observation Cycle Two is to be completed prior to May 1st but at least fifteen (15) scheduled school days after the completion of Cycle One
- d. Observation Cycle Three (if required by contract type or deficiencies noted) shall be completed by May 1st but with at least ten (10) scheduled school days between Cycle Two and subsequent Cycles.

7. Walkthroughs

- a. A walkthrough is a formative assessment process that focuses on the following components:
 - evidence of planning; (learning goals are clear).
 - lesson delivery; (the classroom environment is conducive to learning).
 - differentiation; (all students are engaged in learning).
 - resources; (teachers know the content they teach).
 - classroom environment;(teachers differentiate instruction to support the learning needs of all students).
 - student engagement; (teachers use resources effectively to enhance student learning).
 - assessment; or (the teacher designs or uses assessments that match the learning objective).
 - (instructional Practice).
 - (instructional Strategies).
 - (lesson Closure).
 - or any other component of the standards and rubrics approved for teacher evaluation.

- b. The walkthrough shall consist of at least five (5) consecutive minutes, but not more than fifteen (15) consecutive minutes in duration.
- c. The teacher shall be provided a copy of the walkthrough form no later than three work days following the walkthrough.
- d. At the request of the teacher or evaluator, a formal debriefing may occur no later than three work days after the walkthrough to discuss observation.
- e. No more than ten (10) walkthroughs shall be conducted in each evaluation cycle.
- f. Walkthroughs shall not disrupt and/or interrupt the learning environment in the classroom.
- g. Data gathered from the walkthrough must be placed on the form designated as the Informal Observation Form. (Appendix H)
- h. Walkthroughs may commence beginning with the sixth student day of attendance. Walkthroughs for the purposes of evaluation may occur through May 1st of each school year. This does not preclude administrative presence in any classroom and/or lab throughout the school year.

8. Assessment of Student Growth

In determining student growth measures, the Board adopts the Ohio Department of Education's Ohio Teacher Evaluation System (OTES), which calculates student growth by assessing achievement for an individual student occurring between two (2) points in time. It is important to note that a student who has forty-five (45) or more absences from a school day or from a specific teaching period for the school year will not be included in the determination of student academic growth unless mutually agreed by the teacher and evaluator.

In general, the Board will utilize the following categories to determine this aspect of a teacher's evaluation, depending upon the instructor involved:

A1. Teachers instructing in value-added subjects exclusively¹;

A2. Teachers instructing in value-added courses, but not exclusively²;

OR

- B. Teachers instructing in areas with Ohio Department of Education approved vendor assessments with teacher-level data available; or
- C. Where value-added methodologies exist for A1 and A2 teachers, the Board will utilize them in the evaluation process, to the extent set forth in the "District Student Growth Measurement Index" (Appendix J).

Teachers instructing in value-added courses, but not exclusively, will utilize teacher value-added and locally determined measures proportionate to the teacher's schedule.

When an approved Ohio Department of Education vendor assessment is utilized in the measurement of student growth, it will be included in the evaluation process for B teachers to the extent set forth in the "District Student Growth Measurement Index" (Appendix J).

When neither teacher-level value-added data nor Ohio Department of Education-approved assessments are available, the District shall use locally-determined Student Growth Measures for C teachers as set forth in the "District Student Growth Measurement Index" (Appendix J). Student Growth Measures may be comprised of SLOs, shared attribution³, and/or non-Value-Added vendor data.

An SLO must be based upon the following criteria: Baseline and Trend Data, Student Population, Interval of Instruction, Standards and Content, Assessment(s), Growth Targets, and Rationale for Growth Targets. When new SLO's are developed or revised, the process will include consultation with teachers employed by the Board.

- a. Student Learning Objective plans will be due by October 1st to be submitted to the SLO committee for approval. Other due dates will be determined by the SLO committee.
- b. SLO's will be returned to the teacher by October 15th with approval or for revision.
- c. A template and checklist for SLO's shall be provided.
- d. Student growth data shall be provided to the evaluator/designee via the SLO scoring template on or before May 1st.

- e. Documentation of student growth (the Pre & Post-test, etc) shall be maintained by the teacher for a period of one (1) year after the student leaves the Ashland County-West Holmes Career Center or as mandated by state law.

Data from these approved measures of student growth will be scored on five (5) levels in accordance with the Ohio Department of Education/OTES guidance and converted to a score in one of three (3) levels of student growth:

- Above;
- Expected;
- Below
-

¹ If a teacher's schedule is comprised only of courses or subjects for which the value-added progress dimension is available, until June 30, 2014, the majority (i.e., greater than twenty-five (25%) of the student growth factor of the evaluation will be based upon the value-added progress as determined for each such teacher. After July 1, 2014, the entire student academic growth factor of the evaluation (i.e. fifty percent (50%) shall be based on the value-added progress dimension.

² For these teachers, value added will be used for the student academic growth factor in proportion to the part of a teacher's schedule of courses or subjects for which the value-added progress dimension is applicable. Teachers with multiple subjects that have value-added data will be issued reports for a composite of reading and math; for other assessments (approved vendor and local measures), the assessment data measures should be representative of the teacher's schedule.

³ If used, only one (1) "shared attribution" measure can be utilized per instructor.

9. Final Evaluation Procedures

Each teacher's performance rating will be combined with the assessment of student growth measures to produce the summative evaluation rating, based upon the following "Evaluation Matrix":

Teacher Performance					
		4	3	2	1
Student Growth Measures	Above	Accomplished	Accomplished	Skilled	Developing
	Expected	Skilled	Skilled	Developing	Developing
	Below	Developing	Developing	Ineffective	Ineffective

The evaluator shall provide that each evaluation is submitted to the teacher for his/her acknowledgement by written receipt. The evaluation report should then be signed by the teacher upon receipt to verify notification to the teacher that the evaluation will be placed on file, but the teacher's signature should not be construed as evidence that the teacher agrees with the contents of the evaluation report.

The "Final Summative Rating of Teacher Effectiveness" (Appendix I) shall be provided to each teacher on or before May 10th.

10. Finalization of Evaluation

- a. Written Report - Before the evaluation cycle is final, and not later than May 10th, a copy of the formal written evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator.
- b. Completion of Evaluation Cycle
 - The summative evaluation of a teacher shall be based upon student growth measures resulting from assessments that were administered in the previous school year and performance that is assessed through evidence gathered during the walkthroughs and formal observations that are conducted for the current school year.
 - The evaluation shall acknowledge, through the evidence gathered, the performance strengths of the teacher evaluated as well as performance deficiencies, if any.
 - The evaluator shall note evidence of all the data used to support the conclusions reached in the formal evaluation report.

- The evaluation report shall be signed by the evaluator; and the evaluation report shall be signed by the teacher to verify notification to the teacher that the evaluation will be placed on file. The teacher's signature shall not be construed as evidence that the teacher agrees with the contents of the evaluation report.
- The evaluation report shall be completed by May 10th, signed by both parties, and filed with the superintendent.
- Once every two years the board shall evaluate each teacher assigned an evaluation rating of accomplished on the teacher's most recent evaluation conducted under this article provided the teacher completes a project that has been approved by the board to demonstrate the teacher's continued growth and practice at the accomplished level. The biennial evaluation shall be completed by the first day of May of the applicable school year, and the teacher shall receive a written report of the results of the evaluation by the tenth day of May of that school year.
- Final Summative Rating of Teacher Effectiveness (Effectiveness Rating) – The Superintendent shall annually file a report to the Department of Education including only the following information: the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating (Accomplished, Skilled, Developing or Ineffective) aggregated by teacher preparation programs and the years in which the teachers graduated. All other information and documents obtained through the evaluation process shall be stored and maintained by district.
- A teacher shall be given by the district one (1) copy of all information and documents obtained through the evaluation process.
- The District shall submit the final summative rating of teacher effectiveness to the Ohio Department of Education by May 30th.

C. Response to Evaluation

The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file. A copy, signed by both parties, shall be provided to the teacher.

11. Due Process

At the teachers request, a teacher shall be entitled to association representation at any conference held during this procedure in which the teacher will be advised of an impending adverse personnel action-

12. Personnel Action -Requirements

a. High stakes employment decisions will not be materially informed by consideration of student/growth portion of the teachers evaluation unless or until there has been a minimum of three consecutive years of SGM data from the same grade level, subject matter, and/or age level i.e. 2015-2016.

b. The first year of collected data for the evaluation procedure shall be derived from value-added and other student growth measure scores from assessments taken in the school year following the effective date of this agreement. The first evaluation cycle shall be completed by first day of May of the second school year following the effective date of this agreement. An evaluation cycle shall not be completed until all teachers have been provided with a written report of the results of the evaluation.

c. The evaluation procedure shall not be used for any decision concerning the assignment, re-assignment, or transfer of any teacher.

13. Professional Growth Plans (Appendix F) and Professional Improvement Plans (Appendix G)

a. Based upon the results of the annual teacher evaluation as converted to the "Evaluation Matrix" above, each teacher must develop either a professional growth plan or professional improvement plan as follows:

b. Teachers whose performance rating indicates above expected levels of student growth will develop a professional growth plan and may

choose their credentialed evaluator from those available to the Board for that purpose

- c. Teachers whose performance rating indicates expected levels of student growth will develop a professional growth plan collaboratively with his/her credentialed evaluator and will have input on his/her evaluator for the next evaluation cycle.
- d. Teachers whose performance rating indicates below expected levels of student growth will develop a professional improvement plan with their credentialed evaluator. The administration will assign the evaluator for the subsequent evaluation cycle and approve the professional improvement plan.

A Growth or Professional Improvement Plan shall be completed prior to October 1st of each year beginning with the 2014-2015 school year.

- e. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

14. Improvement/Remediation of Deficiencies Identified During Observations and Walkthroughs

- a. Formal observations and walkthroughs resulting in the identification of performance deficiencies in relation to the approved standards and rubrics shall be addressed during the post-observation conference and/or the formal debriefing following a walkthrough. All deficiencies identified by the evaluator shall be compiled and reported in writing, and a copy of the written report shall be provided to the teacher at the post-observation conference or formal debriefing.
- b. The evaluator involved shall make written recommendations at the post-observation conference or formal debriefing and otherwise assist the teacher for the purpose of remediation of identified deficiencies.
- c. The evaluator and teacher shall develop a plan for remediation of identified deficiencies at the post-observation conference or formal debriefing and such plan shall be reduced to writing and provided to the teacher within 10 working days following the post-observation conference or formal debriefing.

- d. The remediation plan, as outlined in this section, shall detail the following:
 - issues within the performance rubric documented as deficient;
 - specific performance rubric expectations;
 - sufficient and specific timelines to allow for the remediation of identified deficiencies.
- e. If a remediation plan is developed prior to March 1st, the identified deficiencies shall be reevaluated as part of the performance assessment process for the remainder of the school year. For deficiencies that are successfully remediated during the remainder of the school year, those deficiencies shall be deemed remediated.
- f. If a remediation plan is developed after March 1st, the teacher shall be permitted to continue remediation into the next school year.
- g. Observed deficiencies regarding a teacher's failure to adhere to reasonable work rules and other documented deficiencies not noted during the formal observations or walkthroughs shall be put in writing and provided to the teacher within three (3) work days after an observed deficiency occurs. The evaluator shall provide to the teacher a written plan for remediation of said deficiencies with a clear and reasonable period of time for the teacher to evidence the required remediation.
- h. In the event that a teacher and evaluator are unable to agree on the evaluator's expectation toward the improvement plan, the teacher may request a teacher mentor/coach or another mutually-agreed teacher of the district to facilitate further discussion between the teacher and the evaluator toward development of the improvement plan.

15. Student Growth Measures

- a. When utilizing vendor assessments to construct SGMs, all related materials shall be purchased, and all affected staff shall be trained on utilization and other considerations prior to the students first day if available.

- b. When utilizing SLOs to construct SGMs, the teacher shall submit the completed SLO template for approval of the SLO no later than October 1st.
 - The SGM committee shall review and approve all submitted SLOs by October 15th.*

*Consideration should be made for approval of SLOs.

 - Any SLO that is rejected by the SGM committee shall be returned to the teacher/group with specific designation of deficiencies by October 15th with a timeline 10 days for the resubmittal of the corrected SLO.
- c. Teachers shall administer the final assessment to determine student growth as defined in the approved SGMs.
- d. Prior to submitting the SGM results to the designated evaluator, the teacher may request that the SGM Committee review the results for the sole purpose of verifying accuracy.
- e. Teachers shall submit all SGM results to his/her evaluator within 10 workdays after the end of third 9 weeks.
- f. Evaluators shall conduct a final meeting with individual teachers to discuss SGM scores within 20 workdays after the end of the third 9 weeks.

16. Professional Development

The board shall meet the requirements of ORC 3319.112(A)(8)(9) to provide professional development. Annually, the board shall provide training on the teacher evaluation procedure for all credentialed evaluators and teachers prior to the implementation of the evaluation procedure, rubrics, tools, processes, and methodology, including the use of student growth data.

17. Funding for Orientation, Professional Development and Training

In accordance with the Ohio State Board of Education's statewide evaluation framework, the Board has adopted a specific plan for the allocation of financial resources to support the professional development of teachers covered by this policy. The plan will be reviewed annually.

18. SGM/SLO Committee

The SLO Committee shall be comprised of a minimum of three (3) teachers and one (1) administrator who have received training in the SLO process. The committee shall be responsible for reviewing, recommending for approval, and/or returning SLO's to the instructor for revision. Effort will be made to use release time during the regularly scheduled work day for the activities of the committee members.

a. Committee Operation

Members of the committee will receive training on the writing of student learning objectives (SLOs), value-added (including, but not limited to, ODE SGM trainings, teacher of record, shared attribution and teacher-student data linkage) prior to beginning their work, and any other training that may become necessary for the committee. (For example: when the district approves a new vendor assessment, all committee members and the bargaining unit will be trained on the new system and SGM application).

The committee shall establish by mutual agreement a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks.

One task of the committee shall be to determine those conditions that likely would impact SGMs, other than those attributed to teacher performance responsibility, such as a threshold number of authorized teacher absences, the acceptance and mentoring of student teachers, changes in teacher assignments, implementation of the new standards and/or curriculum, etc.

All decisions of the committee shall be evidence-based and achieved by general consensus.

Members of the committee shall receive release time or compensation for work outside the contractual work day for committee work and training at the rate of \$20.00 per hour.

The committee shall be authorized to utilize consultant(s) (examples are, but not limited to, educational consultants, software consultants, SGM trainers, etc.) as deemed appropriate. The cost, if any, shall be borne by the board.

b. Committee Authority

The SGM committee shall recommend the policies and procedures for the student growth portion of the evaluation procedures to the association and the board.

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

The association and the board shall bargain as required in accordance with Ohio Revised Code 4117.

The SGM committee shall define the five (5) levels that count towards the final summative rating of teacher effectiveness:

SLO Scoring Matrix		
Percentage of students that met or exceeded growth target	Descriptive rating	Numerical rating
90-100	Most Effective	5
80-89	Above Average	4
70-79	Average	3
60-69	Approaching Average	2
59 or less	Least Effective	1

19. Retention and Promotion Decisions/Removal of Poorly Performing Teachers

The evaluations produced will serve to inform the Board on employment decisions, i.e., retention, promotion of teachers, renewal of teaching contracts, and the removal/nonrenewal of poorly performing teachers.

Removal of poorly performing teachers will be in accordance with the nonrenewal and termination statutes of the Ohio revised code and the Collective Bargaining Agreement.
ORC 3319.17(c)

"In making any such reduction, any city, exempted village, local, or joint vocational school board shall proceed to suspend contracts in accordance with the recommendation of the superintendent of schools who shall, within each teaching field affected, give preference to teachers on continuing contracts. The board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations."

Nothing in this procedure will be deemed to prevent the Board from exercising its rights to non-renew, terminate, or suspend a teaching contract as provided by law and terms of the collective bargaining agreement. The evaluation system and procedures set forth herein shall not create an expectation of continued employment for teachers on a limited contract that are evaluated under this policy. The Board reserves the right to nonrenew a teacher under this policy in accordance with R.C. 3319.11 notwithstanding the teacher's summative rating.

20. Joint Evaluation Procedure Review Committee

For the express purpose of recommending necessary changes to the Board for the appropriate revision of the Board's Standards-Based Teacher Evaluation Policy, an ongoing Joint Evaluation Review Committee shall be formed.

The Committee shall be comprised by an equal number of Association and Board representatives not to exceed a total of three (3) from each side.

The Committee will review procedures and evaluation forms and recommend changes and/or revisions to the Administration as required by law.

- a. Members of the committee shall receive training in all aspects of OTES, the state adopted evaluation framework, the standards for the teaching profession, teacher of record, shared attribution, and teacher-student data linkage prior to service on the committee.
- b. The committee shall establish by mutual agreement a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks.
- c. All decisions of the committee shall be achieved by general consensus.
- d. Members of the committee shall receive release time for committee work and training as may be granted by the Superintendent.
- e. The committee shall be authorized to utilize a consultant(s) (examples include, but are not limited to, educational consultants, software consultants, credentialing trainers, etc.) as it deems appropriate. The cost, if any, shall be borne by the board.

21. Committee Authority

- a. The committee shall be responsible for jointly recommending changes and revisions to the policy, procedures, and processes, including the evaluation instrument, for teacher evaluation.
- b. The committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.

Ashland County- West Holmes Career Center Teacher Evaluation Chart

Type of Current Contract	Evaluation Components	Reference Forms
One-Year Limited Contract	Three (3) Observation Cycles Annually	Teacher Self-Assessment Professional Growth Plan Teacher Evaluation Rubric
Multi-Year Limited Contract	Two (2) Observation Cycles Annually	Teacher Self-Assessment Professional Growth Plan Teacher Evaluation Rubric
Final year of Multi-Year or being considered for Non-Renewal	Three (3) Observation Cycles	Teacher Self-Assessment Professional Growth Plan Teacher Evaluation Rubric
Continuing Contract	Two (2) Observation Cycles	Teacher Self-Assessment Professional Growth Plan Teacher Evaluation Rubric

* A teacher who received a summative rating of Accomplished on the teacher's most recent evaluation may complete an approved project in lieu of one (1) Observation Cycle.

An Observation Cycle shall consist of:
 A minimum of two (2) walk-throughs
 and
 At least one (1) formal observation

Informal observations may be required to gather missing data

H. Non-Renewal of Teaching Staff

The Board and the Association agree that in the case of a non-renewal of a limited contract, the following requirements as specified in Ohio Revised Code 3319.11 that

require the Board to provide the circumstances of a non-renewal, the requirement that the Board, upon request, hold a hearing on an intended non-renewal, and the right of a non-renewed teacher to appeal the Board's decision to non-renew to the appropriate common pleas court or the provision of the negotiated agreement shall be followed.

I. Educational Support Personnel Evaluation

1. Purpose

The purpose of the evaluation is to:

- a. Assess the employee's work performance;
- b. To help the employee achieve greater effectiveness in the performance of their work assignment;
- c. To constitute the basis for personnel decisions including promotions, reassignments, continuation of employment or termination.

2. Evaluator

Evaluation of an educational support staff employee shall be conducted by the employee's appropriate supervisor. In the event an employee performs work under the supervision of more than one supervisor, the Superintendent will designate the employee's evaluator. The evaluator shall not be a bargaining unit member nor shall the supervisor be a bargaining unit member.

3. Frequency of Evaluation

The frequency of evaluation of the educational support staff is as follows:

- a. An Employee shall be evaluated twice during the first full or partial year of employment (one-year contract).
- b. An employee shall be evaluated once during the second year of employment and twice during the third year of employment (Two-year contract).
- c. An employee shall be evaluated once every year during the fourth year of employment and thereafter (Continuing contract).

4. Evaluation Timelines

All evaluations for educational support employees shall be completed and forwarded to the Superintendent according to the following timelines:

a. One year limited contract

- 1) The first evaluation shall be forwarded to the Superintendent no later than the first Friday of February.
- 2) The second evaluation shall be forwarded to the Superintendent no later than the Friday prior to the April Regular Board of Education Meeting.

b. Two-year limited contracts

- 1) During the first year of a two (2) year contract, one evaluation shall be forwarded to the Superintendent no later than the first Friday of May.
- 2) During the second year of a two (2) year contract, the first evaluation shall be forwarded to the Superintendent no later than the first Friday of February. The second evaluation shall be forwarded to the Superintendent no later than the Friday prior to the April Regular Board of Education Meeting.

c. Continuing Contract

One evaluation shall be forwarded to the Superintendent no later than the first Friday of May.

5. Method of Evaluation

- a. The formal evaluation of educational support staff shall be accomplished by a written self-evaluation prepared by the employee and a written evaluation of the employee prepared by the employee's supervisor.
- b. The Educational Support Personnel Evaluation Form, Appendix U, shall be utilized for both the self-evaluation and the supervisor's evaluation.

- c. Upon the completion of both written evaluations, the employee and supervisor shall meet to verbally discuss both written evaluations.
- d. At the conclusion of this discussion, the supervisor shall finalize and sign the evaluation which will be presented to the employee for their signature.
- e. The completed and signed evaluation form shall be forwarded to the Superintendent for review then included in the employee's permanent personnel file.

6. Miscellaneous

- a. Nothing herein shall be construed to prohibit the normal supervisory functions of commending, questioning, suggesting, directing, reminding and correcting an employee in the performance of his/her duties.
- b. An educational support member shall be entitled to Association representation at any conference held during this procedure in which the member will be advised of an impending adverse personnel action.
- c. Within ten (10) days of receipt (a day when the employee is scheduled to work) the educational support member shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the member's personnel file. Failure to respond within the allotted time shall result in the member waiving his/her right to respond. A copy signed by both parties shall be retained by the member.

J. Non-Renewal of Educational Support Staff

The limited contracts of educational support staff may be non-renewed upon expiration of the contract by providing written notice to the affected employee before the thirtieth (30th) day of April. A non-renewed educational support staff has the right to appeal the Board's decision to the appropriate Common Pleas court.

K. Just Cause

A member(s) shall not be disciplined, non-renewed, or otherwise deprived of any professional advantage without "just cause" and compliance with applicable provisions of this Agreement. Just cause, as it is used for nonrenewal, will not be

applicable until the employee has completed a two (2) year contract in the Ashland County-West Holmes Joint Vocational School District.

L. Program Elimination

1. The Board agrees that provision should be made to give a teacher whose contract was terminated or suspended because of a program elimination an opportunity to be reemployed. As a result, the Board will agree to the following statement: “When a program is eliminated and a teacher is notified and dismissed because of this program elimination, then that teacher must be offered the opportunity to resume his or her position if that program or a similar program for which he or she is qualified and certified is later reinstated or begun. The reinstated teacher shall be placed on the existing salary schedule commensurate with training and teacher experience within legal limits of the law. A one-time refusal by the affected teacher will void future contact. The requirement to offer a teacher a contract under the above described circumstances ceases after two (2) years from date that respective teacher’s contract is terminated or suspended.”
2. That teaching staff will be notified no later than March 1st for those programs which are under-enrolled at that time. Following this notice, teaching staff will be kept informed on enrollment changes and will be notified as early as possible of any program termination.
3. Any and all contract termination(s) or suspension(s) shall be in accordance with Ohio Revised Code 3319.16 and 3319.161, or 3319.17.

M. Release From Contract

A member may apply at any time for a release from contract. After July 10th, however, the Board may choose not to grant such a release based on inability to secure a satisfactory replacement.

N. Seniority

1. Seniority as used in this Agreement shall mean the length of continuous employment in a bargaining unit position as follows:
 - a. Seniority shall begin to accrue from the first day worked in a bargaining unit position including responsibilities under a supplemental or extended time contract.
 - b. Seniority shall accrue for all time a member is on active pay status or is receiving worker’s compensation benefits.

- c. Time spent on inactive pay status (unpaid leave or layoff) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.
- d. Full-time members shall accrue one (1) year of seniority for each year worked (120 or more days, 6 hours or more per day).
- e. Part-time members shall accrue seniority prorated against the minimal full-time standard as defined above.
- f. No member shall accrue more than one (1) year of seniority in any work year.

2. Equal Seniority

- a. A tie in seniority shall occur when two (2) or more members 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 member:
 - 1) The member with the first day worked; then
 - 2) The member with the earliest date of employment (date of hire); then
 - 3) By lottery, with the most senior member being the one whose name is drawn first, etc. This procedure shall be implemented in the presence of a designated Association representative.

3. Superseniority

For layoff purposes only, members employed under continuing contract shall have greater seniority than members employed under limited contract.

4. Loss of Seniority

Seniority shall be lost when a member retires or resigns; is employed in a full-time non-bargaining unit position; is discharged for cause; or otherwise leaves the employment of the Board.

5. Posting of Seniority List

A seniority list for teaching bargaining unit members and a seniority list for educational support staff bargaining unit members shall be posted twice annually, by October 1st and February 2nd of each work year. The Board shall prepare and post on the designated bulletin board in each building/work site a seniority list indicating, if applicable, by area of certification, license, or entry-level requirement, the first day worked, the date of Board resolution to hire, and the contract status (limited or continuing) of each member. Said list shall be provided to the Association President on or before the date of posting.

The names of members on the seniority list shall appear in seniority rank order within areas of certification, license, or entry-level requirement, with the name of the most senior member appearing at the top of the listing and the name of the least senior member appearing at the bottom of the listing.

The names of teachers who are certified, licensed, or otherwise minimally qualified in more than one (1) area shall be included on the listing for all areas of certification, license, or entry-level requirement.

The names of part-time members shall appear on the seniority list but shall be listed separately from the names of full-time members.

6. Correction of Inaccuracies

Each member shall have a period of fifteen (15) days after posting of the seniority list in which to advise the Board or its agents in writing of any inaccuracies which affect his/her seniority. The Board or its agents shall investigate all reported inaccuracies and make such adjustments as may be in order and post the updated list immediately. No protest shall be considered after fifteen (15) days of the posting of the seniority list and the list shall be considered as final until the next posting.

O. Reduction in Force (RIF) of Teachers

1. When, for any of the following reasons, the Board decides that it will be necessary to reduce the number of teachers it employs, it may make a reasonable reduction in accordance with the provisions of this section and Ohio Revised Code 3319.17:

(1) Return to duty of regular teachers after leaves of absence;

(2) Suspension of schools;

- (3) Territorial changes affecting the District;
 - (4) Financial reasons; or
 - (5) Decreased enrollment of pupils in the district.
2. In making any such reduction, the board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent who shall, within each teaching field affected, give preference to teachers on continuing contracts. The Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations.
 3. On a case-by-case basis, in lieu of suspending a contract in whole, the Board may suspend a contract in part, so that an individual is required to work a percentage of the time the employee otherwise is required to work under the contract and receives a commensurate percentage of the full compensation the employee otherwise would receive under the Contract.
 4. Teachers whose continuing contracts are suspended by the Board pursuant to this section shall have the right of restoration to continuing service status by that Board if and when teaching positions become vacant or are created for which any of such teachers are or become qualified. No teacher whose continuing contract has been suspended pursuant to this section shall lose that right of restoration to continuing service status by reason of having declined recall to a position that is less than full-time or, if the teacher was not employed full-time just prior to suspension of the teacher's continuing contract, to a position requiring a lesser percentage of full-time or, if the teacher was not employed full-time just prior to suspension of the teacher's continuing contract, to a position requiring a lesser percentage of full-time employment than the position the teacher last held while employed in the district. Seniority shall not be the basis for rehiring a teacher, except when making a decision between teachers who have comparable evaluations.
 5. Suspended contract shall mean employed but on an inactive status without pay and/or fringes; however, the teacher would be entitled to benefits as described in Section 7 below.
 6. The procedure for a reduction is as follows:
 - a. The Association President shall be notified of the Board's intent to consider a RIF program prior to July 1st.

- b. A meeting(s) shall be held between the representatives of the Association and representatives of the Board to discuss the need for a RIF program.
- c. A formalized RIF list shall be prepared indicating the specific number of positions to be abolished within each area of certification. The certification area(s) of teacher(s) who will be returning from approved leaves of absence will be separately indicated as a part of the formalized list. In addition, the number of teacher(s) who will be returning, within an area of certification, will be indicated.
- d. This list shall be provided at least thirty (30) days prior to a RIF. The Association President shall receive two (2) copies of said list.
- e. A teacher(s) whose contract(s) is/are suspended by the Board as a result of a RIF program shall be given written notification by registered mail immediately following the Board's regular meeting at which the action to RIF was taken. This notification shall indicate the date that the Board acted to suspend this teacher's contract and the effective date of the RIF.
- f. The Board shall handle staff reductions through normal attrition (early retirement, resignations, etc.)

7. Vacancies

- a. When a vacancy occurs for which the Board determines to recall a teacher notification will be made by registered mail. It is the responsibility of the involved teacher(s) to advise the Board of the address where they can be reached.
- b. A teacher who is offered a contract under the provisions of this policy must respond within fourteen (14) days of the receipt of said offer. If a teacher does not accept a contract or fails to respond in the time stated, the teacher will be removed from the recall list.
- c. Upon reemployment, all rights related to salary, fringe benefits, and seniority shall be fully restored.
- d. Teachers not employed as a result of the RIF program will be given first consideration as casual day-to-day or long-term substitute

teachers as the need occurs if they submit their name for the substitute list.

- e. RIFed teachers shall have the right to pay the total premium for hospital, surgical major medical, dental, vision, and prescription drug insurance for a period not to exceed eighteen (18) months. During the aforesaid eighteen (18) month time period, teachers whose contracts have been suspended and who have not been recalled shall have the same contractual status as members who are on an approved unpaid leave of absence.

8. Recall List

- a. Employees with continuing contracts hired after August 1, 2007 shall remain on the recall list for a period of twenty-four (24) months.
- b. Employees with continuing contracts hired before August 1, 2007, shall remain on the recall list for a period of thirty-six (36) months.

P. Reduction in Force of Educational Support Personnel

- 1. When by reason of decreased enrollment of pupils, return to duty of regular educational support staff after leave of absence, or by reason of suspension of schools or territorial changes affecting the district or for financial reasons, a reasonable reduction shall be made by suspending educational support member(s) of the bargaining unit contract(s), by the Board, in accordance with the provision of this section and Ohio Revised Code 3319.172.
- 2. In recommending the suspension of contract, the Superintendent shall give preference first to educational support employees under continuing contracts and then to educational support employees on the basis of seniority.
- 3. On a case-by-case basis, in lieu of suspending a contract in whole, the Board may suspend a contract in part, so that an individual is required to work a percentage of time the employee otherwise is required to work under the contract and receives a commensurate percentage of the full compensation of the employee otherwise would receive under the contract.
- 4. Any educational support employee whose continuing contract is suspended shall have the right to restoration to continuing service

status by the Board in order of seniority in the District, if and when an Educational Support Personnel position for which the employee is qualified becomes vacant or is created.

5. No educational support employee whose continuing contract has been suspended shall lose the right of restoration to continuing service status by the Board in order of seniority of service status by reasons of having declined recall to a position requiring fewer regularly scheduled hours of work than required by the position the employee last held while employed in the District.

Q. Employment Practices

1. The patterns, practices, and procedures as set forth in this contract shall be applied uniformly to all members except as may be otherwise required by statute or by this Agreement.
2. Regular teaching assignments will only be made in areas for which the member is or agrees to become properly certified.
3. A copy of Board policies and administrative rules and regulations will be available online. The Superintendent or his/her designee will inform job applicants of the availability of these documents.

R. Right to Fair Share Fee

1. Payroll Deduction of Fair Share Fee

The Ashland County-West Holmes Board of Education shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Ashland Vocational Teachers Association, a fair share fee for the Association's representation of such non-members during the term of this contract.

2. Notification

Notice of the name(s) of annual fair share fee payors (which shall not be more than 100% of the unfiled dues of the Association) shall be transmitted by the Association to the Treasurer of the Board on or about September 15th 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 to the Ohio Education Association.

3. Schedule of Fair Share Fee Deductions

a. All Fair Share Fee Pays

Payroll deduction of annual fair share fees shall commence on the first pay date which occurs on or after January 15th annually. In the case of bargaining unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the latter of:

- 1) sixty (60) days employment in a bargaining unit position, or
- 2) January 15th.

b. Upon Termination of Membership During the Membership Year

The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member (amount of fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction). The deduction of said amount shall commence on the first date occurring on or after forty-five (45) days from the termination of membership.

4. Transmittal of Deductions

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

5. Indemnification

The Association on behalf of itself and the OEA and NEA shall indemnify and hold the Board harmless against any cost or liability that may arise out of, or by reason of, any action taken by the Board for the purpose of complying with the provisions of this Fair Share Fee provision. In the event that the Board is held to be responsible for the repayment of monies paid to the Association, the Association shall reimburse to the Board, or designated employee, the amount of monies actually received by the Association from the Board and/or designated employees involved.

6. Internal Rebate Procedure

The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Ohio 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 Association, and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

7. Exemption for Religious Beliefs/Political Beliefs

Any person who objects to paying the Fair Share Fee because of religious and/or political beliefs may apply for either a rebate or an exemption as provided for in the Ohio Collective Bargaining Law.

S. Notification of Intent to Retire

Retiring members, excluding members who have previously retired through a state retirement system, who meet the STRS/SERS requirements for retirement shall receive a lump sum payment of \$750.00 if they submit a letter of resignation for retirement purposes to the Superintendent and Treasurer in writing by January 15th. The retirement resignation will be effective at the end of the current school year and shall specify the anticipated last date of employment.. The retiring member must also complete the current contract in order to qualify for the payment. This may require possible adjustments for make-up of calamity days. The retirement resignation shall become irrevocable upon submission and shall be considered binding on the member and the Board of Education.

If a retiring member submits the letter of resignation as specified above for retirement purposes in their first year of retirement eligibility, in accordance with STRS/SERS guidelines, the member shall receive an additional ten (10) days of severance, paid in addition to Article VIII. K.

For the 2014-2015 school year only, all employees eligible for retirement whose first eligible date has passed, will qualify for this additional severance payment. The payment shall be added to the total severance payment and paid in accordance with Article VIII. K.

T. Resident Educator Program

1. Definitions

- a. **REP** - stands for the Resident Educator Program as adopted by the Ohio State Board of Education and the Ohio revised Code, or as otherwise modified by the State Board of Education.
- b. **Resident Educator** – For purposes of this policy, "Resident Educator" means licensed teacher/instructors needing to pas Resident Educator Program.
- c. **Lead Mentor** – A bargaining unit member designated by the Superintendent with input from the Association, who is responsible for managing the District’s Resident Educator Program. The final selection of the Lead Mentor rests with the Superintendent and/or his designee. Must be Resident Educator Trained
- d. **Mentor Teacher** – A consulting teacher who will provide formative assistance to a Resident Educator. Must be Resident Educator Trained.

2. A mentoring program for all teachers needing to complete the Resident Educator Program shall be jointly provided in accordance with the Ohio Department of Education (ODE) Resident Educators Program Guidelines, the Ashland County-West Holmes Joint Vocational School District Board of Education and the Ashland Vocational Teachers Association (AVTA). An Resident Educator shall be defined as:

- a. An educator holding a 4 year Resident Educator License effective July 1, 2010 or later that is employed full time (120 days) in his/her area of licensure.
- b. Any teacher who needs to pass the Resident Educator State Assessment.
- c. Failure to complete Resident Educator yearly requirements may result in disciplinary actions including termination.

3. The Lead Mentor is a bargaining unit member designated by the Superintendent with input from the Association, who is responsible for managing the District's Resident Educator Program. The final selection of the Lead Mentor rests with the Superintendent and/or his designee. Must be Resident Educator Trained. The lead Mentors stipend will be \$700.00; plus an additional \$200.00 for each Mentor Teacher assigned an entry-year teacher that year. However, the Lead Mentor total combined stipend shall not exceed \$2,700.00 for the year. The Lead Mentor stipend will be based upon the following requirements:
 - a. A mentor teacher who will ensure that the Resident Educator Program requirements are met and who will facilitate the support provided to the Resident Educators and mentors.
 - b. Conduct at least monthly meetings with mentors and resident educators
4. The Mentor Teacher is a consulting teacher who will provide formative assistance to a Resident Educator. Must be Resident Educator Trained. The Mentor teacher stipend of \$700.00 will be based upon the completion of the following requirements:
 - a. A mentor teacher who will ensure that the Resident Educator Program requirements are met and who will facilitate the support provided to the Resident Educators
 - b. Attendance at an orientation session with their assigned entry-year teacher
 - c. Completion of the Mentor Log/time sheet by both the mentor and Resident Educator teacher. Forms must be submitted to the lead mentor by the end of the first (1) semester and May 1st.
 - d. Completion of two (2) formal observations.
 - e. All mentors should participate in Tri-County entry-year training sessions. These hours count towards annual in-service requirements.
 - f. All mentors must attend, at a minimum, one monthly meeting directed by the lead mentor.
5. All bargaining unit members that have completed five (5) years of successful full-time classroom experience in the AC-WH JVS District shall be eligible

to apply and fill a mentor-teacher position after completing Resident Educator Training.

6. The selection of bargaining unit members who will act as mentor teachers shall be considered based on those bargaining unit members who have submitted letters of intent. Potential mentors must meet all selection criteria:
 - a. Completion of Five (5) or more years of successful teaching at the Ashland County-West Holmes Career Center
 - b. Completion of the Resident Educator Training

A letter of intent to serve, as a mentor, must be submitted to the mentorship committee. The Superintendent or Superintendent's designees shall make the final selection from the list of those who have properly submitted an intent letter.

Should a position remain unfilled after all intentions have been assigned, the Superintendent or Superintendent's designees shall meet with the Association President, or the association's President's designee, to determine the method of filling the vacant position.

7. The Board shall provide release time of two (2) days per year for Mentor Teachers (and for the Lead Mentor) who are completing mentoring observations including pre- and post-observation conferences. Two (2) half (1/2) days of release time per year will also be provided to Resident Educators to conference with their Mentor Teacher.
8. The Board shall provide an additional two (2) extended days per year for the Lead Mentor and Mentors to meet and plan the Resident Educator Program one (1) before start of school and one (1) at the end of school.
9. Six (6) weeks after the beginning of the school year, the Resident Educator Teacher may request, in writing, to the mentorship committee the reassignment of mentors. The mentorship committee will investigate the situation and will reassign, if appropriate. In the case of reassignment of an entry-year teacher from one mentor teacher to another for whatever reason, the stipend will be prorated between the mentor teachers mentoring the entry-year teacher. Mentors may also request reassignment to a different Resident Educator Teacher six (6) weeks after the beginning of the school year. The mentorship committee will investigate the situation and will reassign the Resident Educator Teacher, if appropriate.

10. Resident Educator are required to:
 - a. Attend an orientation session on Resident Educator
 - b. Work collaboratively with the assigned mentor
 - c. Attend professional development meetings, designed to prepare participants for Resident Educator Program, at the Tri-County training sight.
 - d. Be observed by the mentor a minimum of once per semester.
 - e. Participate in the pre-observation and post-observation conferences for each observation
 - f. Reflect on the descriptive feedback provided by the mentor from each observation
 - g. Attend, at a minimum, one monthly meeting directed by the lead mentor
 - h. Failure to complete Resident Educator yearly requirements may result in disciplinary actions including termination.

11. Joint Evaluation Procedure Review Committee
 - a. The Committee shall be comprised by an equal number of Association and Board representatives not to exceed a total of three (3) from each side.
 - b. The Committee will review procedures and evaluation forms and recommend changes and/or revisions to the Administration as required by law.
 - c. Members of the Committee shall be compensated with release time or (after the workday) at the contractual hourly rate (teaching conditions; Article IV, Section C 2 of the current AVTA contract).

ARTICLE IV

IV. TEACHING CONDITIONS

A. Assignment and Transfer of Teachers

1. Assignment

All members are subject to annual assignment by the Superintendent. Recommendations from the Principal will be considered in making assignments. All members shall receive, in writing prior to the end of their last contractual work day each year, their tentative assignment for the ensuing school year relative to subjects, period, grade level, and/or extra duties. These assignments or extra duties could include but are not limited to tutoring, commons duty, and/or additional classes. Voluntarily working on High Schools that Work (HSTW) and/or Intervention Assistance Team (IAT) could exempt a staff member from assignment or extra duty as listed above.

No change of assignment will be made after the end of the contract year except when an emergency situation arises and shall be in accordance with transfer procedures.

2. Posting

All position openings for members, regardless of position or whether the opening implies a promotion, shall be posted conspicuously on the bulletin board in the faculty work area in the building during the school year. Such notices will be indelibly dated at the time of posting. When school is not in session such notices shall be posted in the mail room and shall be mailed to each member who has indicated an interest in the specific position listed in accordance with the voluntary transfer procedure, and to the President of the Association.

Such notices shall clearly set forth the required certification for the position, a description of the duties to be performed, salary, and procedures for application.

If no applications are received within ten (10) school days (two (2) full weeks when school is not in session) of the date of posting the notice (or the postmark on mailings), it will be assumed that there is no interest in the position among members and the position may be filled outside the system.

A member hired to fill a position must possess the posted certification requirements for the position. Any member having proper certification may

apply for the posted position and shall be granted an interview. When more than one (1) current bargaining unit member applies, requirements as set forth in O.R.C. (3311.79), seniority may not be the basis for teacher retention or other employment decisions, except when deciding between teachers who have comparable evaluations.

3. Transfer Procedures

a. Voluntary Transfer - members may request a change of assignment in accordance with negotiated policies on assignments and open positions and the following procedures:

1) Change of assignment request shall refer to:

- a) change in department/division
- b) change of year/level
- c) change of subject

2) Transfer requests may be initiated by members using the following guidelines:

- a) A transfer request form shall be completed and submitted to the office of the Superintendent by April 15th prior to the school year in which the transfer would occur.
- b) Transfers will be considered if an opening exists or becomes available.
- c) Members applying for a transfer will be interviewed for the open position. Positions shall be filled in accordance with the provisions of this article.

4. Involuntary Transfer - Every effort shall be made to avoid involuntary transfers by fully utilizing the voluntary transfer procedure. If the Superintendent directs an involuntary transfer in the department/division, subject or grade level, notification thereof shall be given to the involved teacher(s) by July 1st preceding the effective day of said involuntary transfer. No member shall be involuntarily transferred without just cause.

When involuntary transfers are necessary due to a staffing need, a teacher's area(s) of certification, his/her teaching experience, and length of continuous

service in the district will be used as the criteria in determining if a member is to be transferred, (least service-first transferred).

Teachers being involuntarily transferred will be assigned only to a position for which they are fully and properly certified. In discussing an involuntary transfer, there will be a meeting (within five (5) days of a written request) of the teacher(s) involved and the Superintendent or his/her designee to explain the circumstances of the transfer. The involved teacher(s) may request representation of his/her choosing for the meeting. The involved teacher(s) shall be given the reasons for the transfer, in writing, prior to the aforementioned meeting.

B. Job Descriptions

Job descriptions shall be developed for the variety of positions included in the professional staff and educational support staff, and shall become a part of the rules and regulations of the Ashland County-West Holmes Joint Vocational School District.

C. Substitute Teachers

1. Casual Day-to-Day Substitutes

Certificated substitute teachers may be employed when it is necessary for the regular teacher to be away from their duties.

2. Teacher Substitution

Teachers may be asked to substitute during the teacher's school day. A teacher who volunteers to substitute for another teacher will be paid fifteen dollars (\$15.00) per class period.

D. Non-School Employment During the School Year

Teachers or other staff members may not be gainfully employed by other than the Board of Education during the school year if such employment in any way interferes with regular duties.

E. Class Size

The administration will follow State standards on the issue of class size.

F. School Calendar

1. The Association Calendar Committee shall develop proposals for the school calendar and shall forward said proposals to the Board by January 1st of each year.
2. The calendar that is adopted by the Board shall be in accordance with requirements as set forth in O.R.C. (3313.48) and the following:
 - a. The JVS calendar needs to reflect senior students completing required attendance prior to the earliest home school graduation.
 - b. The contract year for teacher shall be one hundred eighty-three (183) days of which no more than one hundred eighty (180) days shall include students in attendance.
 - c. Include at least the following holiday periods:
 - 1) Labor Day.
 - 2) Thanksgiving Day and the following Friday.
 - 3) December recess to include at least ten (10) consecutive days which shall include for teachers December 24th and January 1st.
 - 4) Spring recess - At least nine (9) calendar days aligning with the majority of our home school student population on break unless agreed by the association to make-up hours.
 - 5) Good Friday.
 - 6) Memorial Day.

G. School Booth

Only staff members volunteering their time will be involved in supervising the general school display booth at county and street fairs.

H. Student Handbook

That teaching staff will be given the opportunity to offer suggestions to the administration for revision and additions to the student handbook. When committees

are formed to work on changes, teacher representation to the committee will be secured through the Association President.

I. Work Day

Except for those teachers who are assigned to teach at satellite locations and whose work day is separately established by the satellite school, teacher work day, including teachers who agree to teach a class beginning earlier than the start of the normal school day, shall not exceed seven (7) hours for any day that such teacher is scheduled to work in accordance with part F above. Said work day shall include no less than fifteen (15) consecutive minutes of non-student contact time within the first thirty (30) minutes of the day. Teachers who agree to teach a class beginning earlier than the normal school day will be exempt from the fifteen (15) minutes of non-student contact time at the start of the day

All teachers shall be entitled to thirty (30) minutes for a duty-free lunch period, and at least one (1) full class period of planning/preparation time which shall consist of consecutive minutes. The number of minutes in a period may fluctuate due to the length of school day. The seven (7) hour teacher work day may be extended 1) by one (1) hour on one (1) occasion per month for nine (9) hours for the purpose of monthly in-service meetings; 2) for one (1) open house program per year; and 3) for one (1) parent/new student orientation which will occur the evening of the first contracted day. Teachers participating in the parent/new student orientation may be excused from two (2) hours of in-service except for those in-services that are mandated by State or Federal Law.

Teachers who agree to teach a class beginning earlier than the start of the normal school day shall be released prior to the end of the normal school day by the number of minutes that they teach prior to the start of the normal school day (flex-time). All flex-time assignments shall be based upon seniority by area of certification each school year.

J. Class Scheduling

Each teacher of the bargaining unit shall receive, at least monthly, reports on the progress that is/has been made regarding registration of students for the ensuing school year. Such monthly reports shall start no later than March of each year. The administration will cooperate with and encourage each member who, at his/her option, is interested in participating and helping with the recruitment process.

K. Miscellaneous Conditions of Employment of Teachers

The following conditions of employment shall be adhered to:

1. Parent conferences shall be scheduled by teachers or shall be scheduled only with the agreement and consent at a time that is agreeable to both parent and member.
2. Teachers shall not be required to make the State mandated telephone call to the parent(s) of absent students.

L. Professional Work Center

The professional work center shall be maintained in the building. Such work center shall be located in an accessible area of the building. A functional copy machine, a computer, and a work table will be available for member use. An adequate supply of materials necessary to utilize the work center and the machines shall be provided for the members.

In a private area of the building there shall be a telephone, other than the office phone, for the use of members.

M. Academic Freedom

Each teacher has the right to perform his/her professional responsibilities in the classroom in a way he/she believes will best encourage a broad and complete understanding by students of educational subject matter. Such right shall be exercised within the bounds of professional responsibility and the Board adopted educational philosophy and curricula.

N. Maintenance of Standards

All conditions of employment, including but not limited to working hours, extra compensation for duties outside regular working hours, relief periods, leaves, and general personnel practices, shall be maintained at not less than the highest minimum standards in effect at the time this Agreement is signed, provided that such conditions shall be improved for the benefit of teachers as required by the express provisions of this Agreement. This Agreement shall not be interpreted or applied to deprive teachers of advantages heretofore enjoyed unless otherwise expressly stated herein.

O. Extended Service/Professional Development

1. An extended service day is intended to be utilized by an employee for professional development purposes or to extend their service to non-scheduled school days. Employees utilizing extended service days will be paid at a per diem rate, which is a daily rate based on the teacher's annual salary for regular teaching duties. Payment for extended days shall be made

following the use of the extended service days and after submitting proper documentation verifying use of the day.

2. Extended Service Day Bank

- a. An Extended Service Days Bank will be made available for use by all teachers. The Extended Service Days Bank shall be no less than one hundred sixty (160) days.
- b. Each year, to be eligible for a day of extended time for home visits, a program instructor must make at least five (5) separate home visits with students who have been formally accepted to attend the Ashland County-West Holmes Career Center. Instructors shall be eligible for one (1) Extended Service Day for the first five (5) students enrolled in their program for the following school year and then prorated 1/5 for each additional student. Up to a total of one-half of the available days in the Bank will be available for vocational program instructors for home visits during the summer. Home visits must be made during the summer prior to the start of the school year and documentation verifying each student visit must be provided. If the Extended Service Days allocated for home visits are not used for home visits, they shall not be used for other purposes. The remainder of extended days shall be made available to all instructors who otherwise do not have extended time for use as recommended by the committee and approved by the Superintendent.
- c. Each teacher who is interested in using an extended day during the following school year shall make written application to the Extended Service Days Committee by May 1st of each year. The application shall specify the number of days being requested, the purpose for the day(s) and, with the exception of home visits, the proposed date or dates the day(s) will be utilized.

3. Abuse or Falsification

Abuse or falsification of extended service/time days including professional development days may result in discipline.

4. Committee

- a. An Extended Service Days Committee composed of two (2) teachers, selected by AVTA, and one (1) administrator, selected by the Board, shall make recommendations to the Superintendent concerning the use of extended service days in the Extended Service Days Bank.
- b. The Committee shall:
 - 1) design and prepare guidelines for the use of these days,
 - 2) develop criteria for the review of requests,
 - 3) meet at mutually agreeable times during the workday,
 - 4) establish the maximum number of days per employee,
 - 5) recommend approval of days to the Superintendent one (1) week prior to the regular May board meeting.
- c. The granting of requested days from the Extended Service Days Bank shall be approved by the Superintendent with consideration of the guidelines and criteria developed by the Committee.
- d. In the event the requests for Bank days are less than the allocated number, the remaining days shall not be carried over and added to the next year's total.
- e. Additional days over the one hundred sixty (160) bank may be distributed upon request with the approval by the Superintendent.

P. Transportation of Students

- 1. A member shall not be required to use a personal vehicle to transport students for any school purpose.
- 2. In the event that a member uses a personal vehicle to transport a student for approved school related activities, the Board shall provide non-ownership liability insurance to the member for bodily injury and property damage coverage up to \$1,000,000.00 combined single limit per the District's property/vehicle insurance policy.

3. Per the insurance policy, this insurance does not apply to injury caused as a result of intentional actions or liability assumed under any contract or agreement.
4. A copy of the District's automobile insurance policy shall be maintained in the Treasurer's Office.

Q. Local Professional Development Committee

1. Purpose

The LPDC shall be maintained with District-level scope to 1) oversee and review professional development plans for course work, continuing education units, and/or other equivalent activities, and 2) determine whether the course work that certificated/licensed personnel proposes to complete meets the requirements of the educator licensing rules.

2. Term of Office

The term of office for members serving on the committee shall be two (2) school years (July 1st through June 30th).

3. Committee Composition and Selection

- a. The committee shall be comprised of five (5) members as follows:

Three (3) teachers employed by the District
One Administrator employed by the District
The Superintendent or his/her designee

Whenever an administrator's certificate/licensure renewal is being discussed or voted upon, the Local Professional Development Committee shall, at the request of one of its administrative members, cause a majority of the committee to consist of administrative members.

- b. The three (3) teachers shall be selected by a majority vote of all teachers in the District and the administrator shall be selected by the Superintendent.

- c. In the event of a vacancy, the committee member shall be filled by majority vote of all teachers in the District, unless the vacancy occurs during the last sixty (60) days of a term in which case it will be filled by a teacher selected by the Association President. Any teacher selected or appointed to fill such a vacancy prior to the end of the expiration of a term for which the predecessor was elected shall hold office as a member for the remainder of that term.

4. Chairperson

The Chairperson and other officers shall be elected by majority vote of the LPDC.

5. Decision Making

Decisions shall be made by a majority vote of the committee members present and voting.

6. Training

- a. The LPDC will study all the issues involved in licensure. Relevant training is encouraged. In the event relevant training is offered by the State Department of Education, the committee members shall be given paid release time to attend such training if the training occurs during the regular school day.
- b. In the event specific funds for LPDCs are made available from the State, the committee shall have the discretion as to how best to utilize those funds.
- c. LPDC members shall be reimbursed for mileage, meals, lodging, parking and registration at District-approved rates to attend relevant training offered by the State Department of Education.

7. Meetings and Compensation

- a. The initial meeting shall be called by the Superintendent or his/her designee by September 10th each year. Additional meetings may be scheduled as necessary and posted.
- b. At the initial meeting, the LPDC shall review this Article and prepare rules for conducting its meetings.
- c. All meetings shall be held before or after regular school hours.

- d. Committee members shall receive a five hundred dollar (\$500.00) stipend for serving on the Committee. Said stipend shall be paid at the last pay of June.

8. Appeals Process

a. Level One

- 1) Any teacher wishing to appeal the decision of the LPDC may petition the Appeals Committee in writing for review within seven (7) days of the LPDC's decision.
- 2) The Appeals Committee shall render its decision within fourteen (14) days of receipt of the appeal.
- 3) The Appeals Committee shall be comprised of the AVTA President, a teacher from the same discipline, and the Superintendent's designee.

b. Level Two

- 1) Any teacher wishing to appeal the decision of the Appeals Committee may petition the Board of Education Appeals Committee by filing a written appeal with the Treasurer for review within seven (7) days of the Appeals Committee decision. The Board of Education Committee shall consist of three (3) members of the Board of Education appointed by the Board.
- 2) Upon receipt of an appeal from the Appeals Committee the Board of Education Committee shall render its decision within fourteen (14) days of receipt of the appeal.
- 3) The Board of Education's decision shall be final.

9. The LPDC shall keep and retain records of its meetings, decisions, and recommendations.

10. The LPDC shall not have authority to revise, change, delete, or modify any article/provision of this Collective Bargaining Agreement, except as is provided for by Ohio Revised Code 4117.10(C) or as provided by a term(s) of this Agreement.

11. In the event of legislative action by the Ohio General Assembly that impacts in any way on this topic matter, the parties to the Master Agreement agree to reconvene bargaining to make the appropriate adjustments.

R. Labor Management Committee (LMC)

1. Desiring to improve communications, maintain a mutually beneficial relationship, and to problem solve, the Administration and the Association agree to establish a Labor Management Committee (LMC). The committee will consist of representatives from the Administration and the Association.
2. The LMC shall consist of no more than four (4) representatives from each party which must include a minimum of one (1) educational support person. The parties may mutually agree that additional representatives, consultants or guests may attend a specified session.
3. The LMC's main functions shall be: to communicate on all matters of mutual concern, to keep both parties to this contract informed of changes and developments caused by conditions other than those covered by this contract, to maintain efficiency, and to resolve potential problems in an effort to keep such matters from becoming major problems. It is recognized that all concerns should first be addressed at the lowest possible Administrative level and through the Association.
4. The meetings of the LMC are intended to be informal in nature. In an effort to maintain an atmosphere of free exchange of ideas and concerns, formal minutes shall not be kept; however, any agreements and/or recommendations reached shall be reduced to writing. Each month, the Administration will provide a written response to issues raised by the Association the preceding month, and the Association will provide a written response to issues raised by the Administration the preceding month.
5. There shall be regularly scheduled meetings of the LMC. In addition, either party may request that the LMC meet to discuss matters of concern. Meetings of the LMC shall be held at least once a month.

ARTICLE V

V. EDUCATIONAL SUPPORT PERSONNEL CONDITIONS

The normal workday shall be a maximum of eight (8) hours which shall include a minimum one-half (1/2) hour duty-free lunch period. The normal work week shall be a regularly scheduled five (5) day period.

A. Overtime Payment

An Educational Support Person who is scheduled by their supervisor(s) to work beyond the scheduled workday as defined above shall be granted compensatory time off or paid overtime in accordance with the following:

1. Work in excess of forty (40) hours in a normal work week, as defined above, shall be paid at one and one-half (1½) times the employee's hourly rate. The forty-hour total does not include vacation, sick leave, personal leave, holiday, or paid non-work day hours.
2. Compensatory time off is granted by the educational support person's immediate supervisor on a time and one-half basis at a time mutually convenient to the employee and the supervisor within one hundred eighty days after the overtime is worked.

B. Paid Holidays for Educational Support Personnel

1. All regular educational support personnel employed on a 260 day contract are entitled to the following holidays for which they shall be paid their regular rate of pay, provided each such employee accrued earnings on his next preceding and his next following scheduled work days before and after such holiday or was properly excused from attendance at work on either or both of these days:

New Year's day
Martin Luther King day
Memorial day
Independence day
Labor day
Thanksgiving day
Christmas Eve
Christmas day

2. All regular full-time educational support personnel employed on a 188, 190, or 200 day contract are entitled to the following holidays for which they shall be paid their regular rate of pay provided each such employee accrued earnings on his next preceding and his next following scheduled work days before and after such holiday or was properly excused from attendance at work on either or both of these days:

New Year's day
Martin Luther King day
Memorial day
Labor day
Thanksgiving day
Christmas day

3. All regular full-time educational support personnel employed less than nine months shall be entitled to a minimum of those holidays enumerated above which fall during the employee's time of employment.

C. Vacation for Educational Support Personnel

1. Each full-time educational support personnel after service of one (1) year with the Board shall be entitled, during each year thereafter, while continuing in the employ of the Board, to vacation leave with full pay for a minimum of two (2) calendar weeks, excluding legal holidays.
2. Full-time educational support personnel with less than one (1) year of service shall be allowed, while continuing in the employ of the Board, to take vacation time in their first year as long as they have enough vacation time accrued to meet the request.
3. Full-time educational support personnel continuing in the employ of the Board for eight (8) or more years of completed service shall be entitled to vacation leave with pay for a minimum of three (3) calendar weeks, excluding legal holidays.
4. Full-time educational support personnel continuing in the employ of the Board after fifteen (15) years of service, shall be entitled to an additional vacation day for each additional year of service each year until they get to twenty (20) years of service. Twenty (20) days is the maximum vacation for full-time classified staff.
5. Upon separation from employment a full-time educational support personnel shall be entitled to compensation at their current rate of pay for all lawfully accrued and unused vacation leave to his credit at the time of separation, not

to exceed the vacation leave accrued to his credit for the two (2) years immediately preceding his separation and the prorated portion of his earned but unused vacation leave for the current year.

6. In the case of the death of a full-time educational support personnel, such accrued and unused vacation leave and prorated portion for the current year shall be paid in accordance with section 2113.04 of the Revised Code, to his estate.
7. For purposes of this section, a full-time educational support person is a person who is in the service for not less than eleven (11) months in each calendar year.
8. Eligible educational support personnel shall arrange approval for vacations through their immediate supervisor. Requests for vacation shall be submitted to the employee's immediate supervisor at least fifteen (15) days prior to the vacation. However, prior notice may be waived by the immediate supervisor. The immediate supervisor may deny requests which specify time off during the peak work period for that department or conflict with previously scheduled vacation requests. In such cases, the employee will be asked to arrange vacation at some other time during the year.
9. If an educational support person takes a vacation during a period when a holiday identified in this Agreement falls on a scheduled work day, that holiday is not chargeable against the employee's vacation days. Five (5) work days constitute one (1) week's vacation.

D. Hiring, Vacancies and Transfers of Educational Support Personnel

A "day" is defined as a day that the school district is open for business.

1. Hiring

- a. All hiring of educational support personnel for the District shall be by the Board upon the recommendation of the Superintendent.
- b. Current educational support personnel interested in new or vacant positions may request consideration for such positions in writing to the Superintendent within ten (10) days of the posting date.

2. Vacancies

- a. A vacant position exists when the Board determines it is necessary to fill a position. A vacancy may occur for any of the following reasons:

- An employee's leaving employment as a result of a termination, resignation, retirement, or death.
 - An employee's transfer to another position.
 - The creation of a new bargaining unit position.
- b. All vacancies and newly created positions within the classification of the bargaining unit shall be posted for ten (10) days prior to filling the position. Said postings will be in the form of "Notices of Vacancy" and be posted on the designated bulletin board. A copy of said notice will be provided to the Association President.
- c. Notices of vacancy will set forth the classification, performance expectations, qualifications, conditions of employment, location, last day to apply and procedure for making application for the new or vacant position.

3. Transfers

- a. A transfer shall be defined as a change in position within a specific classification or a change from one classification to another.
- b. A voluntary transfer shall be defined as an employee initiated request to transfer. Employees shall have five (5) days after the posting date of a vacancy to request a voluntary transfer by submitting an application for the new or vacant position.
- c. An involuntary transfer shall be defined as a Board initiated transfer.

ARTICLE VI

VI. LEAVE PROVISION

A. Sick Leave Policy

A bargaining unit member may be absent from duty for short periods of illness without requesting leaves of absence. The employee must notify the Principal of the absence so that substitute service can be properly arranged.

B. Sick Leave

1. Each member will receive fifteen (15) days sick leave per year at the rate of one and one-fourth ($1\frac{1}{4}$) days for each month of service under contract, twelve (12) months per year. Members who work less than full-time will receive full sick leave credit at the proportional rate of their employment.

2. New members and returning members who have exhausted their accumulated sick leave days shall be advanced (as needed) up to fifteen (15) days of sick leave. Said advancement will be repaid at the rate of one and one-fourth ($1\frac{1}{4}$) days per month until the advancement has been fully reimbursed. Should a member leave the employment of the Board prior to repaying the advancement, a per diem amount will be deducted from the final pay of said member for the number of days owed.

The Board will continue to pay the premiums for all insurance benefits called for by this Agreement for any member who has exhausted his/her sick leave accumulation and advance as agreed to in this section and who remains under active contract status with the Board.

3. The cumulative number of days of sick leave a member may accrue shall be two hundred eighty (280) days.

4. Member(s) transferring to the employment of the Board from other public school(s) or public employment in Ohio shall be permitted to transfer accrued sick leave up to two hundred eighty (280) days.

5. Members may use sick leave, upon approval of the administration for absence due to illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and for illness, injury, or death in the member's immediate family.

6. Regarding illness or injury, the member's immediate family shall include: spouse, children (including step), parents (including step), siblings (including

step), in-laws (including step). Regarding death, the member's immediate family shall include: spouse, children (including step), parents (including step), siblings (including step), in-laws (including step), aunts, uncles, nieces, nephews, grandparents, grandchildren regardless of residence.

7. The Board may require a member to furnish a written, signed statement to justify the use of sick leave.

If medical attention is required, the statement shall list the name and address of the attending physician and the dates when he/she was consulted. Nothing in this section shall be construed to waive the physician-patient privilege provided by Section 2317.02 of the Ohio Revised Code.

8. A maximum of three (3) unused personal leave days may, at the option of the member, be used as sick leave days by informing the Superintendent's Office by written request, of the desire of the member to do so. The three (3) days are all unrestricted except before and after holidays and should remain as such. All other provisions of personal leave will remain as the same.

C. Sick Leave Transfer Program

1. The Sick Leave Transfer Program is designed to assist members who experience a serious accident or major illness for which they do not have adequate sick leave as provided under Article VI, Section B. A committee shall be set up of two (2) Board representatives designated by the Superintendent and two (2) Association representatives designated by the Association President in order to set up a procedure for the operation of this donation.
2. To be eligible a member must have used all available sick leave. The amount of sick leave awarded per person per year under this program shall not exceed thirty (30) days or the number of days remaining in that current school year, whichever is less.
3. Emergency sick leave shall be approved for all members who have:
 - a. exhausted all available sick leave;
 - b. submitted an application to the Treasurer's Office; (Appendix P)
 - c. presented a physician's certificate indicating a single illness or injury due to an accident of the member or the member's immediate family will last, or exceed 20 consecutive days, that the member is unable to perform all contractual duties (a second opinion may be required),

and if possible specify the period of time that will be necessary for recovery. Regarding the Sick Leave Transfer Program, the member's immediate family shall be defined as spouse, children, stepchildren and/or foster children.

4. The sick leave transfer pool is formed from the contribution of up to five (5) day(s) per year of accumulated sick leave from each member who wishes to voluntarily participate as needed. The pool will not exceed one-hundred (100) days at any one time. Unused days in the sick leave pool, if any, shall be carried over to the next school year. Once a day has been transferred to the sick leave pool, it cannot be withdrawn. (Appendix O)
5. Members are not eligible to be granted sick leave transfer days if:
 - a. it is routine maternity;
 - b. the specific injury or illness is not 20 consecutive days or more;
 - c. they are approved for STRS/SERS disability.

D. Personal Leave

Verbal requests for personal leave absence of members, if presented to the Superintendent in the case of an emergency which prohibits the request to be submitted through kiosk, shall be granted. Verbal requests for personal leave shall be submitted through kiosk immediately upon return from the absence.

Three (3) days of personal leave shall be unrestrictive as to reason except as specified below. The number of educational support personnel on personal leave at the same time shall be limited to two (2).

Other absences without pay not covered by these rules and regulations may be authorized by the Superintendent.

Absences not acceptable for paid leave will include:

1. Leave the day before or after a holiday or during examination time.
2. Leave during the last fifteen (15) school days of the school year unless such leave is requested and approved for one of the following reasons and is supported by appropriate written documentation:
 - a. Medical
 - b. Legal

- c. Religious
- d. Graduation
- e. Honors convocation
- f. Real estate transaction
- g. Moving
- h. Death of a close friend
- i. Participation in a wedding
- j. Educational requirements
- k. Necessary personal or family business
- l. Emergency

E. Perfect Attendance Incentive

1. In each school year that a member does not use the three (3) days of personal leave, the following incentive formula will be used:
 - a. If none of the three (3) days are used, then the member shall receive the equivalent of three (3) days of base certified teacher substitute pay.
 - b. If one (1) of the three (3) days are used, then the member shall receive the equivalent of two (2) days of base certified teacher substitute pay.
 - c. If two (2) of the three (3) days are used, then the member shall receive the equivalent of one (1) day of base certified teacher substitute pay.
 - d. If all three (3) personal days are used, then the member shall not be eligible for this attendance incentive.
 - e. If a member does not use any of their personal days or sick days in a given school year, they will receive a \$500.00 stipend.
 - f. A nine-month contracted member may only receive a maximum of \$500.00 per year from a combination of the above listed options.
 - g. For members employed on less than a twelve month contract but more than a nine-month contract, for each additional forty (40) contractual days worked by an ESP without an absence due to use of personal leave, they will be granted one (1) additional day of the certified teacher substitute base pay.
2. Payments made under this provision shall be included in the second (2nd) pay in June of each school year for members whose contracts are completed by

May 31st. For members whose contracts are completed by June 30th, the payment shall be made in full no later than the second pay of July.

3. Educational Support Personnel who are employed on twelve month contracts shall be eligible for the above bonus plus an additional bonus of \$150 if no personal days or sick leave days are used during the summer (regular scheduled work days after the last and before the first student day). Payment of this additional bonus shall be included in the second (2nd) pay in September.
4. Professional Leave, Jury Duty and Vacation Leave shall be treated the same as a “regular day worked” for the Perfect Attendance Incentive only.

F. Absence on School Business

Permission may be granted, by the Superintendent, to personnel to visit other schools or attend to school business for not more than two (2) consecutive days without loss of pay.

G. Leave of Absence

1. Upon written request, a member shall be granted a leave of absence without pay for illness or other disability and may be granted such leave for educational, professional, or other purposes. Such leave shall be a maximum of one (1) year. Upon subsequent request, such leave may be renewed. At least forty-five (45) days prior to the expiration of the leave the Superintendent may request the member to indicate their intent by written notification.
2. A written letter of application must be made to the Superintendent at least forty-five (45) days prior to the effective date of the leave. This requirement will be waived in cases of emergency.
3. Members of the bargaining unit who take any leave under this section shall be eligible to continue in Board-provided insurance plans up to a period of twelve (12) months by paying the regular premiums to the Treasurer prior to the due date.
4. At the expiration of the approved leave, the member shall resume the contract status which he/she held prior to such leave. The returning staff member shall be granted his/her position held prior to the leave, if the approved leave did not exceed one (1) year and the position is still in existence. If the said position has been abolished, the returning staff member shall be appointed to an equivalent certificated position for which he/she is certified to teach, or in

the event of a bargaining unit educational support staff personnel, an equivalent position for which he/she is qualified. This shall be done in accordance with seniority.

5. Unrequested leaves of absence for reasons of illness or other disability may be granted and shall be in accordance with Ohio Revised Code 3319.13, 3319.16, and 3319.161.
6. Sick leave shall not accrue during times of unpaid leave status.

H. Maternity/Paternity Leave

1. Leave Privileges

In addition to the provisions of sick leave provided in Section A, a member who is pregnant or adopts a child of pre-school age, shall, upon request, be granted a leave of absence without pay for maternity/paternity reasons. Such leave shall begin at a time between the onset of pregnancy and the delivery of the child, or if adoption, receipt of custody, and to continue up to one (1) year after the child is born or custody is received. This leave period may be renewed upon application for extension.

If the member so elects, a maternity/paternity leave may begin when the sick leave expires or is terminated, if applicable.

2. Application for Maternity/Paternity Leave

Applications for maternity/paternity leave shall state in writing:

- a. Expected date of birth or custody
- b. Date requested leave is to commence
- c. Date member expects to return to service
- d. Name of physician or adoption official

3. Time Period for Filing Application

Application for maternity/paternity leave should be made forty-five (45) days, if possible, but not less than thirty (30) days, prior to the requested beginning of maternity/paternity leave or extension of same. The application time period will be waived for adoption and other emergency situations.

At least forty-five (45) days prior to the expiration of leave, written notification of the intentions of the member on leave could be requested by the Superintendent.

4. Benefits While on Leave

Sick leave shall accrue during maternity/paternity leave if using sick leave.

Members on maternity/paternity leave may continue to participate in employee Board-paid group benefits provided they furnish the Treasurer with the necessary premium payments in advance of when they are due.

5. Reinstatement

Upon return from approved maternity/paternity leave, at the time specified in the application, the member shall be entitled to reinstatement to the same position which he/she held prior to the leave if the leave did not extend beyond one (1) consecutive school year and the position is still in existence. If the said position has been abolished, the returning teacher shall be appointed to an equivalent certificated position for which he/she is certified to teach or, in the event of educational support staff personnel, an equivalent position for which he/she is qualified. This shall be done in accordance with seniority.

ARTICLE VII

VII. PROFESSIONAL GROWTH

A. Professional Growth

The policy of the Board of Education shall encourage professional growth for staff members. The Board recognizes that the impact members have on students can be greatly increased through member growth opportunities outside the classroom.

The Superintendent shall offer the staff opportunities in areas such as the following:

1. Released time and leaves of absence for travel and study.
2. Visits to other classrooms and schools.
3. Participation in professional conferences.
4. Training in classes and workshops.
5. Further training in colleges and universities.

The administrative staff will be responsible for rules and regulations concerning the above.

B. Attendance at Professional Meetings

The Superintendent may recommend members and other employees to attend professional meetings and other meetings which, in his judgment, will prove beneficial to the staff member, the district, and the students of the district.

C. In-Service

The membership will be given the opportunity to offer suggestions to the administration for programs for in-service days which are a part of the regular school calendar or other non-scheduled inservice days. When committees are formed to work on in-service programs, member representation to the committee(s) will be secured through the Association President.

D. CDL Bus Endorsements / Commercial Pesticide License

CDL bus endorsement training and commercial pesticide license training will be supported by the district at 100% of the cost for members who receive prior approval

by the Superintendent, based upon need. Recertification costs will also be reimbursed at 100% upon completion.

E. Tuition Reimbursement For Teachers

1. The Board shall appropriate \$15,000 per year for the purpose of tuition reimbursement.
2. These funds will be distributed to teachers taking courses from an accredited institution in the area of the teacher's certification(s) or related area, or for advanced educational degrees or certificates. In order to receive tuition reimbursement, a grade of "B" or higher must be received, or if no grades are offered, a designation of satisfactory must be received.
3. The monies will be divided among teachers who successfully complete courses at accredited colleges and universities based on a semester credit hour prorated amount (1½ quarter hours = 1 semester hour) during the time period August 1st - July 31st of each year. A teacher who earns college credit shall be reimbursed to a maximum of one hundred seventy-five dollars (\$175.00) per semester hour (tuition only) or a maximum of eighty-three (\$83.00) per quarter hour (tuition only). A maximum of twelve (12) semester hours or eighteen (18) quarter hours will be reimbursed per teacher. Hours reimbursed must reflect an out-of-pocket expense to the teacher. An "Application for Reimbursement for College Credit" must be submitted and approved by the LPDC.
4. In order to receive reimbursement teachers shall submit a grade transcript or documentation indicating successful completion and written receipts for appropriate expenditures to the Treasurer by October 1st.
5. Teachers will receive no more than costs of such courses taken during the aforementioned time period which shall include costs for tuition required. If there is no tuition charge, costs for fees, required books and/or materials will be prorated on a ratio of \$250 per semester hour.
6. Teachers will be reimbursed for their classes on or before October 31st of each school year.
7. Tuition reimbursement shall not be available for non-degree vocational teachers until he/she received a provisional certificate/professional license.
8. A report of the usage of tuition reimbursement shall be given to the AVTA President by December 1st of each year.

ARTICLE VIII

VIII. SALARY AND FRINGE BENEFITS

There will be a one-time stipend of \$250 paid to returning, current AVTA members for FY2015 only and will be paid within the first contracted pay.

A. Teacher Salary Schedule

1. The Board respects the concept of a single salary schedule, whereby equal training and experience regardless of area or subject taught, or sex of the teacher.
2. The salary schedule is understood to represent the appropriate compensation that each member of the bargaining unit shall be entitled to for performing responsibilities that are within the scope of that unit definition. Placement on the schedule shall be in accordance with the Ohio Revised Code. Said members shall not be required to perform such services for more than one hundred eighty-three (183) days in any school year and such days shall be in accordance with the Board adopted school calendar. Each work day shall not exceed seven hours. Should a member be required and agree to work more than seven (7) hours in any day and/or, one hundred eighty-three (183) days in any year and such work is not included in the supplemental pay schedule, said member will be paid additional compensation in the amount of the member's regular salary per day rate (salary/183) divided by seven (7 hours per day) times the additional hours worked.

B. Teacher Salary

The BA Base salary will be as follows:

1. Effective August 1, 2014 – July 31, 2015, the base salary shall be thirty-three thousand, eight hundred nineteen dollars (\$33,819.00).
2. Effective August 1, 2015 – July 31, 2016, the base salary shall be thirty-four thousand, one hundred fifty-seven dollars (\$34,157.00).
3. Effective August 1, 2016 – July 31, 2017, the base salary shall be thirty-four thousand, four hundred ninety-nine dollars (\$34,499.00).
4. The Base salary (Category I - Step 0) shall be applied to the index agreed upon in Appendix Q.
5. Salary Index - See Appendix Q.

6. Salary Schedule 2014-2015 See Appendix R.
7. Salary Schedule 2015-2016 – See Appendix S.
8. Salary Schedule 2016-2017 – See Appendix T.

C. Payment of Salary - Teachers

For the 2014-2015 school year the annual salary of each teacher shall be paid in twenty-six (26) installments on every other Friday and shall commence no later than the third Friday after starting employment in a new contract year. If necessary, the salary will be corrected to the exact amount in the last paycheck of the contract year. All pay notices shall be delivered electronically.

Beginning with the 2015-2016 school year, the annual salary of each teacher shall be paid in twenty-four (24) installments. A committee inclusive of the treasurer, the payroll clerk, the AVTA president and a classified bargaining unit member shall be formed to plan the implementation of the revised pay schedule.

D. Index Attached

Index for 2015-2017 is in Appendix Q. This index will remain in effect the length of the contract.

E. Supplemental Salaries

1. Any teacher performing at least four (4) activities listed in the supplemental pay schedule will be compensated according to the Supplemental Salary Schedule. Contract(s) shall be approved within sixty (60) days of the beginning of the school year of the effective date of the contract (i.e., in October 2014 for the 2014-2015 school year).
2. Individual members will be compensated based on completion of organizational activities. Movement upon the Schedule Steps below will be based upon individual members completing at least four activities of those listed or equivalent activity.
3. Between negotiation times, additional activities and their supplemental salary may be added to this schedule by mutual consent of the Association and the Board.
4. Teachers shall not be required to accept a supplemental responsibility(ies) without his/her agreement and the execution of an appropriate contract.

5. Period of assignment of additional duty shall appear on the supplemental contract as well as the compensation and payment plan.
6. Supplemental Salary Schedule (Index number to be applied to the BA - Step 0 amount).

SUPPLEMENTAL ORGANIZATION

	STEP 1	STEP 2	STEP 3
	#NUMBER OF ACTIVITIES		
<u>ORGANIZATION</u>	4-7	8-11	12 or more
Family Career & Community Leaders Of America	.015	.025	.030
Skills USA*	.015	.025	.030
Health Occupation Students of America (HOSA)	.015	.025	.030
FFA	.015	.025	.030
Student Leadership (Interact) Advisor**	.015	.025	.030
<u>PROJECT COORDINATOR SUPPLEMENTALS</u>			
Yearbook Coordinator***	.015	.025	.030

*The number of General Skills USA Lead Advisors is limited to no more than three (3) bargaining unit members.

**The number of Advisors for Interact (Student Leadership) is limited to no more than two (2) bargaining unit members.

***Yearbook is as designated in the schedule without the activity qualifications rubric being applied.

7. Appendix BB contains a compilation of activities from the various Career Technical Student Organizations. The member should submit documentation of activities to his/her Supervisor for qualification of

advancement on the step index. The Documentation Guidelines are found in Appendix CC. Format for meeting minutes are found in Appendix DD.

F. Educational Support Personnel Salary Schedules

1. The hourly rate schedule and index for educational support personnel from August 1, 2014, through July 31, 2017 shall be found in Appendix V thru Appendix Z.

G. Payment of Salary - Educational Support Personnel

1. For the 2014-2015 school year the annual salary of the educational support personnel shall be paid in twenty-six (26) installments on every other Friday and shall commence no later than the third pay date after starting employment in a new contract year. If necessary, payment will be corrected to the exact amount in the last paycheck of the contract year. All pay notices shall be delivered electronically.

Beginning with the 2015-2016 school year, the annual salary of the educational support personnel shall be paid in twenty-four (24) installments. A committee inclusive of the treasurer, the payroll clerk, the AVTA president and a classified bargaining unit member shall be formed to plan the implementation of the revised pay schedule.

H. Insurance Program

1. The Board shall provide medical, prescription drug, dental, and vision benefits through a carrier licensed by the State of Ohio for each member and their dependents that enroll. Should the Board select a different benefit provider, coverage must meet or exceed the specifications outlined in the Schedule of Comprehensive Major Medical Expense Benefits attached as an appendix to this contract (Appendix AA). The summary plan document and contract of the plan is incorporated herein by reference.
2. The Board shall pay ninety-one percent (91%) of all individual, individual plus one or family benefit premium and the Employee shall pay nine percent (9%).
3. Underwriting Guidelines
 - a. Eligibility Window

The enrollment provisions of each member's plan of benefits must limit enrollment to occur within 31 days of the initial eligibility date.

In case of birth or adoption, enrollment must occur within 90 days of the initial eligibility date.

b. Late Entrants

If an Employee or dependent fails to enroll within thirty-one (31) days of becoming eligible, he will not be eligible for coverage unless he is a special enrollee under HIPAA requirements, or unless it is during the open enrollment period. In the event that an Eligible Employee or Eligible Dependent does not enroll within 31 days of the date of eligibility, he may complete enrollment during the annual open enrollment period (which is the month of August of any year) and coverage will be effective on the next following September 1st.

A person is eligible to enroll in the Plan if (1) the employee's or dependent's Medicaid or CHIP coverage is terminated as a result of loss of eligibility and the employee requests coverage under the plan within 60 days after the termination, or (2) the employee or dependent become eligible for a premium assistance subsidy under Medicaid or CHIP, and the employee requests coverage under the plan within 60 days. Such coverage will be effective on the day following the date coverage is lost under Medicaid or CHIP.

c. Change in Family Status

Changes in family status for which a benefit election change may be permitted include the marriage or divorce of the Eligible Employee; the death of an Eligible Employee's spouse or an Eligible Dependent; the birth or adoption of a child of the Eligible Employee; the termination of employment (or the commencement of employment) of the Eligible Employee's spouse; the switching from part-time to full-time employment status or from full-time to part-time status by the Eligible Employee or the Eligible Employee's spouse; or the taking of an unpaid leave of absence by the Eligible Employee or Eligible Employee's spouse. Election changes are also permitted where there has been a significant change in the health coverage of the Eligible Employee, spouse, or ex-spouse attributable to the spouse's or ex-spouse's employment. Benefit election changes are consistent with family status changes only if the election changes are necessary or appropriate as a result of the family status change.

d. Plan Maximums

See Schedule of Comprehensive Benefits –Appendix AA.

e. Participation Requirements

Employees working fewer than 30 hours per week shall not be eligible for coverage under the plan of benefits.

4. Term Life Insurance

The Board shall provide each member with a term life insurance policy providing for 1) a death benefit of fifty thousand dollars (\$50,000.00) and 2) an additional benefit of fifty thousand dollars (\$50,000.00) based upon accidental death and dismemberment coverage. Such insurance shall be purchased through a carrier licensed by the State of Ohio and shall be at no cost to the member

5. General Provisions (Copies may be provided electronically through the Board website.)

a. Copies of Benefit Contract

The Board shall provide the Association President with one (1) copy of each signed contract entered into between the Board and Insurance Company(ies) which provides the benefits(s) specified in this Agreement. Copies of existing contract(s) shall be provided to the Association within twenty-four (24) hours of ratification of this Agreement by both parties. Copies of contracts subsequently entered into by the Board shall be provided to the Association within one (1) week after they are received by the Board.

b. Copies of Benefit Descriptions

Within thirty (30) days of the effective date of this Agreement, the Board shall provide each member with a written description, prepared by the carrier, of each insurance plan provided by this Agreement.

c. Benefit Description for New Members

A member employed after the effective date of this Agreement shall be provided, at the time of employment, with a written description prepared by the carrier, of each insurance plan that provides benefits specified by this Agreement.

d. Copies of Improvements in Existing Benefits

Within thirty (30) days of the effective date of any improvement(s) in an insurance plan provided by this Agreement, each member shall receive a written description prepared by the carrier, of the improved plan.

I. Mileage

Mileage will be paid at the maximum allowed by the Internal Revenue Service, in performance of authorized Board business.

J. Overnight Assignments

When a member has been assigned by the administration as a part of their regular teaching duties to take part in an overnight trip as required by the Vocational Student Organization activities, that member shall receive \$60.00 per night in addition to the member's regular salary. The necessity for the overnight assignment shall be determined and preapproved by the secondary principal. This stipend shall not be used by members for professional leave.

K. Severance Pay

All members employed by the Board who retire from regular employment shall receive one (1) severance payment which shall be considered a retirement stipend and shall be limited to 50% of the members total accumulated sick leave balance at the time of retirement, to a maximum of sixty-five (65) days. However, a member may be eligible for additional days in accordance with Article III. S. The payment shall be calculated based upon the member's daily rate of pay during his/her final year of teaching for teachers, or final year of work for educational support personnel, conditioned upon the member actually making application and accepting retirement from the State Teachers Retirement System or the School Employees Retirement System, whichever is applicable, and receiving benefits therefrom, and further conditioned upon the fact that the member accepts this stipend in lieu of all accumulated sick leave benefits of record. Payment will be made within (30) days of submission of a STRS/SERS Retirement Acceptance Letter and/or a copy of a retirement check or direct deposit receipt from the retiree.

L. Payroll Deductions

Payroll deductions available for those who wish to enroll in tax sheltered annuities (TSAs) are limited to five (5).

M. STRS/SERS Pick-up

The Board agrees to the “Pick-Up” system (non-pay 10.0% SERS, non-pay 11% STRS) of contributions to the State Teachers Retirement System or the School Employees Retirement System, whichever is applicable.

1. The Board shall compute and remit all applicable contributions to STRS/SERS based upon annual salary and/or earned compensation which includes the amount of the “pick-up” computed herein.
2. The “pick-up” percentage shall apply uniformly to all bargaining unit members, and no employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer “pick-up”.
3. The present “pick-up” system (non-pay 10.0% SERS, non-pay 11% STRS) that is in effect will remain in effect during the life of this contract.
4. For IRS purposes only, annual compensation listed on the W-2 form shall be the bargaining unit member’s annual compensation reduced by 10.0 % (currently).

N. Teacher Salary Schedule Placement Related to Training

Placement on the salary schedule for training will be as follows:

1. B.A. Column - Meeting minimum requirements of State Department of Education for a temporary, provisional or alternative resident educator vocational certificate/license; or a B.A. degree with a temporary, provisional or resident educator vocational certificate/license; or a B.A. degree with resident educator license.
2. 135 Hrs. (B.A. + 10) - No college degree with a professional vocational certificate/license and completion of at least ten (10) semester hours of additional training from an accredited college, university, or other related vocational course work taken at other than a college or university after initial placement on the B.A. column; or B.A. degree with at least 135 college level semester credits from an accredited college or university after initial placement on the B.A. column.

3. 150 Hrs (B.A. + 25) - No college degree with a professional vocational certificate/license and completion of at least twenty-five (25) semester hours from an accredited college, university, or other related vocational course work taken at other than a college or university after initial placement on the B.A. column; or B.A. degree with at least 150 college level semester credits from an accredited college or university after initial placement on the B.A. column.
4. 175 Hrs. (B.A. + 50) - No college degree with a professional vocational certificate/license and completion of at least fifty (50) semester hours from an accredited college, university, or other related vocational course work taken at other than a college or university after initial placement on the B.A. column; or B.A. degree with at least 175 college level semester credits from an accredited college or university after initial placement on the B.A. column.
5. M.A. Column - M.A. degree; or B.A. degree (if earned after obtaining a professional vocational license).
6. M.A. + 10 Column - M.A. degree with at least ten (10) semester hours of additional training from an accredited college or university after placement on the M.A. column has been achieved; or B.A. degree (if earned after obtaining a professional vocational license) with at least ten (10) semester hours of additional training from an accredited college, university, or other approved vocational related courses taken at other than a college or university after placement on the M.A. column has been achieved.
7. M.A. + 20 Column - M.A. degree with at least twenty (20) semester hours of additional training from an accredited college or university after placement on the M.A. column has been achieved; or B.A. degree (if earned after obtaining a professional vocational license) with at least twenty (20) semester hours of additional training from an accredited college, university, or other approved vocational related courses taken at other than a college or university

after placement on the M.A. column has been achieved.

8. M.A. +30 Column - M.A. degree with at least thirty (30) semester hours of additional training from an accredited college or university after placement on the M.A. column has been achieved; or B.A. degree (if earned after obtaining a professional vocational license) with at least thirty (30) semester hours of additional training from an accredited college, university, or other approved vocational related courses taken at other than a college or university after placement on the M.A. column has been achieved.
9. M.A. +40 Column - M.A. degree with at least forty (40) semester hours of additional training from an accredited college or university after placement on the M.A. column has been achieved; or B.A. degree (if earned after obtaining a professional vocational license) with at least forty (40) semester hours of additional training from an accredited college, university, or other approved vocational related courses taken at other than a college or university after placement on the M.A. column has been achieved.

O. Experience Credit on Salary Schedule (Teachers)

1. Teachers will receive full credit for all teaching experience and military experience as specified in the Ohio Revised Code, or other employment experience related to the area for which he/she has been hired to a maximum of ten (10) years.
2. A “year of experience” shall be one hundred twenty (120) or more days of employment as a teacher within any school year or two hundred (200) or more days of employment in a work related area within any calendar year.

P. Salary Reclassification (Teachers)

Salary changes due to graduate or undergraduate credit hours, or other approved vocational related courses from other than a college or university obtained by each teacher during the spring and summer shall be made upon the submission of a transcript and written request to the Treasurer by October 15th of that year and any increase in pay shall be retroactive to the first day of the contract of that year.

Salary changes for graduate or undergraduate credit hours, or other approved vocational related courses from other than a college or university obtained by each teacher during the fall and winter shall be made upon the submission of a transcript and a written request to the Treasurer by March 1st of that year. Any increase in pay shall be retroactive to January 1st of that year.

Q. Representation

Each member of the bargaining unit shall have the right to Association representation when a meeting or conference is held with management. This right to representation will exist when the purpose of the meeting or conference is related to a provision of the Agreement, other terms and conditions of employment, or has disciplinary ramifications.

R. OX Agreement - Vocational Teachers

SUPPLEMENTAL CONTRACTS FOR ASSIGNED INSTRUCTIONAL TIME OF 300 OR MORE MINUTES DAILY

Vocational teachers assigned to teach two full laboratory periods (a.m. and p.m.) of at least 150 minutes each will receive extra compensation in the first pay in November.

- The vocational teacher would receive compensation in a supplemental contract for the following:

<u>Student Numbers</u>	<u>Stipend</u>
10-18	\$1,500.00
19-20	2,000.00
21-22	2,500.00
23-24	3,000.00
25+	3,500.00

The stipend shall be based upon the number of students during the first full week of October. This stipend shall be paid evenly from the first pay in November through the remaining pays of the contract year.

Vocational teachers with combined labs (juniors and seniors) due to insufficient enrollment to operate separate labs may request in writing to the Superintendent by April 1st to be placed in the separate lab format for the next school year. The written request from the vocational teacher must specify that enrollment for the next school year will meet and/or exceed the guidelines stated above by the first day of school in the next school year.

The guidelines as specified above will be followed for the vocational teacher from the first day of school until the first full week of October for supplemental contract compensation consideration.

This supplemental contract/compensation is provided in lieu of the vocational teacher receiving the full conference period each day.

It is the intent of the Board to implement this section through staff attrition and/or expanded enrollment in vocational programs as they meet the guidelines as stated above. The Board shall not utilize Reduction in Force (RIF) to implement this section.

S. Employment of Retirees

While the Board is under no obligation to employ any retired person to fill a bargaining unit position and the parties agree that there is no expectation of continued employment or re-employment when a bargaining unit member resigns for purposes of service retirement from the employment of the Board, the Board reserves the right to employ individuals in bargaining unit positions who have retired to STRS or SERS on the following basis:

1. A retiree shall receive a one-year limited contract, which shall expire automatically at the end of the stated term. No notice of non-renewal or Board action is required. Continuation of the employment of a retiree through offering new one-year limited contracts, which automatically expire, shall be at the election of the Board and upon recommendation of the Superintendent. The requirements of Article III, Section H and J regarding limited contracts and non-renewals shall not apply to retiree limited contracts. Likewise, a retiree is not eligible for a continuing contract, regardless of years of employment with the Board. The parties specifically waive all rights for such employees provided under O.R.C. Sections 3319.081, 3319.083, 3319.11 and 3319.111.
2. Upon re-employment, a retired bargaining unit member shall be placed on the salary schedule at CAT 4, BA, Step 10 for teachers and Step 10 of the appropriate salary schedule for the employee's classification for educational support personnel. If such retiree is granted a second one-year limited contract, he/she shall then be placed on the salary schedule at CAT 4, BA, Step 10 for teachers and the Step 10 of the education support personnel salary schedule. If such retiree is granted additional one-year limited contracts after the second such contract, he/she shall continue to be placed (locked-in without future increases) at this level. This provision and such salary and individual employment contract with the reemployed bargaining unit member expressly supersedes O.R.C. Sections 3319.081,

3319.082, 3317.13 and 3317.14, and all other applicable laws.

3. A retiree shall be entitled to accrue sick leave once re-employed. However, upon initial employment under this article, retirees shall be credited with zero (0) days of sick leave accumulation. Further, retirees shall not receive credit for any previously accumulated sick leave from any public service. This provision shall specifically supersede O.R.C. Section 3319.141.
4. A retiree shall not be eligible for severance pay under Article VIII, Section (K) of the Master Agreement or under Ohio statutory law upon leaving the employment of the Board.
5. Further, retirees shall not enjoy any rights under the following Articles of the Master Agreement- Article III, Sections (O) and (P) - Reduction In Force, Article IV(A) or Article (V)(D) - Assignments and Transfers, Article VII- Professional Growth, Article VI(H) Maternity/Paternity Leave. In addition, retirees covered under this Article are not eligible for participation in the Sick Leave Transfer Program – Article VI(C).
6. Retirees shall be eligible to receive any insurance benefits provided for other bargaining unit members during his/her employment with the Board.
7. Reemployed bargaining unit members may not accrue additional STRS/SERS credit as a result of their service following reemployment. Instead, the Board and the reemployed member shall make contributions to STRS/SERS that will fund a single life annuity with a reserve based on the reemployed bargaining unit member's accumulated contributions during his/her period of service as a regular teacher following reemployment. For additional information concerning the annuity see, O.R.C. 3307.35.
8. Seniority for employees hired in retirement shall always be zero (0); however, bargaining unit members hired following retirement will be considered to have greater seniority than individuals hired in retirement from outside the District. No previous service time shall be used to determine seniority for purposes of a reduction in force.
9. A retiree shall be eligible for appointment to a supplemental contract only at the discretion of the Superintendent.
10. The grievance procedure contained in this Agreement may not be applied to issues in this section for which discretion is granted the Board of Education.

11. All terms, conditions, rights and responsibilities afforded to members of the bargaining unit shall apply to all retirees unless expressly stated otherwise above.

The parties further expressly agree and fully intend this Article to supersede and take precedent over any inconsistent and/or contrary provisions of the Ohio Revised Code, the Ohio Administrative Code, and federal laws and regulations.

ARTICLE IX

IX. ASSOCIATION RIGHTS

The Ashland Vocational Teachers' Association, as the exclusive bargaining representative for teachers and educational support staff, shall have the following sole and exclusive rights and privileges that are to be afforded to an employee organization:

- A. Payroll deduction of professional dues for the members of the Ashland Vocational Teachers' Association to the United Teaching Professional (defined as the National Education Association, Ohio Education Association, North Central Ohio Education Association, and the Ashland Vocational Teachers' Association), shall be paid by the Treasurer and a receipt given to the AVTA Treasurer. Deductions for local AVTA dues shall be deducted and paid in the first pay in October. From the second pay in October through the last pay in June the remaining dues shall be deducted and paid to OEA.
- B. Agendas, minutes, and financial statements, and other official documents or papers used in the course of the public portion of official Board meetings will be made available to the Association by the Treasurer of the Board. Said documents shall be received by the President of the Association at least twenty-four (24) hours prior to the meeting. The President of the Association will be notified of the time and place of all regular and special Board meetings.
- C. Association officers and/or delegates who request leave to attend meetings of State Representative Assemblies, other State Association meetings, or other Association business will be granted up to five (5) professional leave days in a school year. No more than three (3) Association members will be approved to attend the same meeting. The Association shall provide the substitute(s) necessary to fill the vacancies.
- D. Use of members' mailboxes in the building to distribute Association literature.
- E. Free building use for Association meetings that do not interfere with previously scheduled school activities. Notice of such requested use shall be given to the building administrator as far in advance as possible.
- F. Phone use for Association business.
- G. Office machines use (with adequate training by the secretarial staff so long as such use does not interfere with school business).
- H. Names and department assignments of all new member staff as soon as available.

- I. Financial and insurance information upon request by the Association President.
- J. Announcements at staff meetings, whether department or district-wide, including new staff or district-wide orientation meeting(s) at the beginning of the school year.
- K. Informal meetings with the Superintendent at the request of the Superintendent or the President of the Association.

ARTICLE X

X. MANAGEMENT RIGHTS

Board rights, powers, duties, discretions, authority and prerogatives are retained by, and shall remain exclusively vested in the Board, except as limited by this Agreement. The Board, in the exercise of these rights, powers, authorities, duties, and responsibilities shall be consistent with constitutional provisions, Ohio Revised Code Chapter 4117.08c, Article I, Section 1.05 and Article VIII, Sections 8.01 and 8.02 of this Agreement. The Board reserves and retains full rights, authority, and discretion to control, supervise, and manage the operation of the district and to make and enforce policies, rules and regulations not inconsistent with the terms of this Agreement. The Board, however, cannot reduce, negotiate or delegate its legal responsibilities.

ARTICLE XI

XI. DURATION OF AGREEMENT

The terms and conditions of this Agreement shall be effective on August 1, 2014, and shall continue in full force and effect until twelve o'clock midnight, July 31, 2017, at which time it shall expire.

The terms and conditions as set forth in this Agreement indicate the understanding that exists between the parties to this Agreement; however, it is further agreed that nothing contained in said Agreement should be interpreted to deny the Association or the members of the bargaining unit of any rights, benefits, privileges, etc., that might be forthcoming as the result of law of the State of Ohio or interpretation(s), rulings and precedence of such laws.

In Witness Whereof, the parties executed this Agreement on the 4 day of June, 2014.

by: <u>Patt M. G. Jr.</u> , Pres.	by: <u>Patricia Gubbs</u> , Pres.
by: <u>M. W. W.</u> , Supt.	by: <u>Myra Rob</u> , Neg.
by: <u>Julie Smith</u> , Treas.	by: <u>Raymond Jackson</u> , Neg.
by: <u>Forest E. Chanay</u> , Neg.	by: <u>Ummie Dipp</u> , Neg.
by: <u>W. E. Anderson</u> , Neg.	by: _____, Neg.

LEVEL TWO
(submitted to Board of Education)

A. Position of aggrieved or Association:

Signature of Aggrieved

Date

B. Disposition of Board of Education:

Signature of President of Board

Date

LEVEL THREE
(submitted to Arbitrator)

A. Position of aggrieved or Association

Signature of Executive Committee Chairperson Date

Signature of Aggrieved Date

B. Disposition of the Arbitrator:

Signature of the Arbitrator Date

ASHLAND COUNTY-WEST HOLMES CAREER CENTER

Certified Non-Classroom Personnel Observation Form

Name _____ Date _____

Assignment _____

Performance Areas:

I. Professional Ability

- _____ 1. Understands work procedures
- _____ 2. Establishes priorities
- _____ 3. Develops plan
- _____ 4. Completes and follows up on assigned tasks
- _____ 5. Willing to assume responsibilities
- _____ 6. Considers all factors in making decisions
- _____ 7. Accomplishment of primary mission of position
- _____ 8. Keeps fellow staff members informed

Comments:

II. Communication

- _____ 1. Communicates effectively with fellow staff members
- _____ 2. Exhibits good oral communication skills
- _____ 3. Exhibits good written communication skills

Comments:

III. Personal Characteristics

- _____ 1. Dresses appropriately for activities concerned
- _____ 2. Demonstrates good problem solving techniques

Comments:

IV. Additional Comments by Evaluator:

V. Additional Comments by Teacher:

-
- Rating Scale:
- 5. Superior (well above expected level)
 - 4. Excellent (above expected level)
 - 3. Satisfactory (meets the expected level)
 - 2. Below expected level (some improvement needed - improvement plan may be required and suggestions will be included)
 - 1. Unsatisfactory (improvement plan required)
 - NA Not applicable
 - Unmarked - Not Observed
-

The teacher's signature indicates that all phases of the evaluation have been conducted with the full knowledge of the teacher and does not necessarily indicate agreement with the contents of the completed form.

Teacher's Signature _____ Date _____

Evaluator's Signature _____ Date _____

ASHLAND COUNTY-WEST HOLMES CAREER CENTER

Certified Non-Classroom Personnel Evaluation Form

Name _____ Date _____

Assignment _____

Performance Areas:

I. Professional Ability

- _____ 1. Understands work procedures
- _____ 2. Establishes priorities
- _____ 3. Develops plans
- _____ 4. Completes and follows up on assigned tasks
- _____ 5. Willing to assume responsibilities
- _____ 6. Considers all factors in making decisions
- _____ 7. Accomplishment of primary mission of position
- _____ 8. Keeps fellow staff members informed

Comments:

II. Communication

- _____ 1. Communicates effectively with fellow staff members
- _____ 2. Exhibits good oral communication skills
- _____ 3. Exhibits good written communication skills

Comments:

III. Personal Characteristics

- _____ 1. Dresses appropriately for activities concerned
- _____ 2. Demonstrates good problem solving techniques

Comments:

IV. Additional Comments by Evaluator:

V. Additional Comments by Teacher:

Observation dates: First _____ Second _____

- Rating Scale:
- 5. Superior (well above expected level)
 - 4. Excellent (above expected level)
 - 3. Satisfactory (meets the expected level)
 - 2. Below expected level (some improvement needed - improvement plan may be required and suggestions will be included)
 - 1. Unsatisfactory (improvement plan required)
 - NA Not applicable
 - Unmarked - Not Observed
-

The teacher's signature indicates that all phases of the evaluation have been conducted with the full knowledge of the teacher and does not necessarily indicate agreement with the contents of the completed form.

Teacher's Signature _____ Date _____

Evaluator's Signature _____ Date _____

ASHLAND COUNTY-WEST HOLMES CAREER CENTER

Professional Performance Evaluation

Name _____ Date _____

Assignment _____

- _____ 1. Exhibits professional growth
- _____ 2. Demonstrates intra-staff cooperation
- _____ 3. Completes out-of-class assignments and duties
- _____ 4. Shows interest in school related activities
- _____ 5. Complies with rules and regulations
- _____ 6. Fulfills assignments in a timely manner
- _____ 7. Communicates effectively with parents
- _____ 8. Uses advisory committee effectively
- _____ 9. Dresses appropriately for activities concerned
- _____ 10. Possesses effective written and oral communication skills
- _____ 11. Shows evidence of tact and good judgment
- _____ 12. Accepts constructive suggestions

Comments by Evaluator:

Comments by Teacher:

-
- Rating Scale:
- 5. Superior (well above expected level)
 - 4. Excellent (above expected level)
 - 3. Satisfactory (meets the expected level)
 - 2. Below expected level (some improvement needed - improvement plan may be required and suggestions will be included)
 - 1. Unsatisfactory (improvement plan required)
- NA Not applicable
Unmarked - Not Observed
-

The teacher's signature indicates that all phases of the evaluation have been conducted with the full knowledge of the teacher and does not necessarily indicate agreement with the contents of the completed form.

Teacher's Signature _____ Date _____

Evaluator's Signature _____ Date _____

Ohio Teacher Evaluation System

Self-Assessment

Self-Assessment Summary Tool

Directions: Teachers should record evidence to 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 check marks in the far-right column.

Name _____

Date _____

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

OTES Professional Growth Plan

Professional Growth Plan



Professional Growth Plan:



Self-Directed



Collaborative



Show Comments



Goal 1: Student Achievement/Outcomes for Students



Show Comments



Goal 1: Statement/Date Discussed



Show Comments



Goal 1: Evidence Indicators/Date Discussed



Show Comments

 Goal 2: Teacher Performance on the Ohio Standards for the Teaching Profession
 Show Comments
 Goal 2: Statement/Date Discussed:
<div style="border: 1px solid black; height: 100px; width: 100%;"></div>
 Show Comments
 Goal 2: Evidence Indicators/Date Discussed
<div style="border: 1px solid black; height: 100px; width: 100%;"></div>
 Show Comments
 Areas for Professional Growth: supports needed, resources, professional development. Comments during conference with teacher and evaluator are made appropriate to the needs of the teacher
<div style="border: 1px solid black; height: 100px; width: 100%;"></div>
 Show Comments

OTES Improvement Plan

Improvement Plan

Previous Year Final Rating:

Developing

Ineffective

 Show Comments

School Year/Building

 Show Comments

Date of Improvement Plan Conference

 Show Comments

Section 1: Improvement Statement

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

 Show Comments

 Performance Standard(s) Addressed in this Plan

 Show Comments

 Date(s) Improvement Area or Concern Observed

 Show Comments

 Specific Statement of the Concern: Areas of Improvement

 Show Comments

Section 2: Desired Level of Performance

 <p>Section 2: Desired Level of Performance – List specific measurable goals to improve performance. Indicate what will be measured for each goal.</p> <p> Show Comments</p>
<p> Beginning/Ending date</p> <div data-bbox="402 646 954 877" style="border: 1px solid black; height: 110px; width: 340px;"></div> <p> Show Comments</p>
<p> Level of Performance: Specifically Describes Successful Improvement Target(s)</p> <div data-bbox="402 1056 954 1287" style="border: 1px solid black; height: 110px; width: 340px;"></div> <p> Show Comments</p>

Section 3: Specific Plan of Action

 Section 3: 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.

 Show Comments

 Actions to be Taken

 Show Comments

 Sources of Evidence that Will Be Examined

 Show Comments

Section 4: Assistance and Professional Development

<input checked="" type="checkbox"/> Section 4: Describe in detail specific supports that will be provided as well as opportunities for professional development.
<div style="border: 1px solid black; height: 100px; width: 100%;"></div>
<input type="checkbox"/> Show Comments
<input checked="" type="checkbox"/> Date for this Improvement Plan to Be Evaluated:
<div style="border: 1px solid black; height: 100px; width: 100%;"></div>
<input type="checkbox"/> Show Comments
<input type="checkbox"/> The evaluator's signature on this form verifies that the proper procedures as detailed in the local contract have been followed.
<input type="checkbox"/> Show Comments

 Teacher's Signature/Date:

 Show Comments

 Evaluator's Signature/Date:

 Show Comments

Evaluation of Plan

 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 (See Comments Box)
- Dismissal is Recommended

 Show Comments

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

 Show Comments

 **Teacher's Signature and Date:** 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.

 Show Comments

 **Evaluator's Signature and Date:** The evaluator's signature on this form verifies that the proper procedures as detailed in the local contract have been followed.

 Show Comments

OTES Walkthrough

<input checked="" type="checkbox"/> Learning goals are clear.	
<input type="radio"/> Observed	
<input type="radio"/> Not Observed	
<input type="radio"/> N/A	
 Show Comments	

<input checked="" type="checkbox"/> The classroom environment is conducive to learning.	
<input type="radio"/> Observed	
<input type="radio"/> Not Observed	
<input type="radio"/> N/A	
 Show Comments	

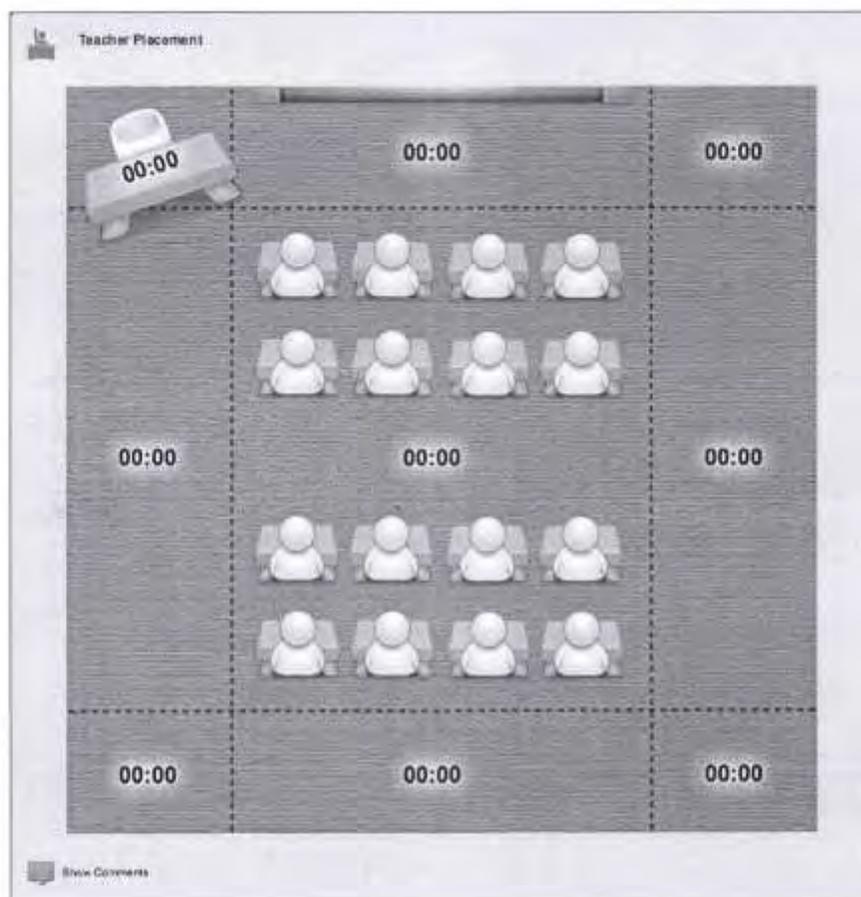
<input checked="" type="checkbox"/> All students are engaged in learning.	
<input type="radio"/> Observed	
<input type="radio"/> Not Observed	
<input type="radio"/> N/A	
 Show Comments	

<input checked="" type="checkbox"/> Teachers know the content they teach.	
<input type="radio"/> Observed	
<input type="radio"/> Not Observed	
<input type="radio"/> N/A	
 Show Comments	

<input checked="" type="checkbox"/> Teachers differentiate instruction to support the learning needs of all students.	
<input type="radio"/> Observed	
<input type="radio"/> Not Observed	
<input type="radio"/> N/A	
 Show Comments	
<input checked="" type="checkbox"/> Teachers use resources effectively to enhance student learning.	
<input type="radio"/> Observed	
<input type="radio"/> Not Observed	
<input type="radio"/> N/A	
 Show Comments	
<input checked="" type="checkbox"/> The teacher designs or uses assessments that match the learning objective.	
<input type="radio"/> Observed	
<input type="radio"/> Not Observed	
<input type="radio"/> N/A	
 Show Comments	

The image shows a screenshot of a software interface with three distinct sections, each with a title, a list of items, and a 'Show Comments' button.

- Instructional Practice**
 - Coaching
 - Discussion
 - Hands-On Experience
 - Learning Centers
 - Lecture
 - Modeling
 - Presentation
 - Informal Assessment
 - Providing Directions/Instructions
 - Providing Opportunities for Practice
 - Teacher Directed Q&A
 - Testing
 - Other
- Instructional Strategies**
 - Identifying Similarities and Differences
 - Summarizing and Note Taking
 - Reinforcing Effort and Providing Recognition
 - Homework and Practice
 - Nonlinguistic Representations
 - Cooperative Learning
 - Setting Objectives and Providing Feedback
 - Generating and Testing Hypotheses
 - Cues, Questions, and Advance Organizers
- Lesson Closure**



OTES Pre-Conference Questions

Instructional Planning Focus (Standard 4: Instruction)

What is the focus for the lesson?
Observed:

What content will students know/understand? What skills will they demonstrate?
Observed:

What standards are addressed in the planned instruction?
Observed:

Why is this learning important?
Observed:

Assessment Data (Standard 3: Assessment)

What assessment data was examined to inform this lesson planning?
Observed:

What does pre-assessment data indicate about student learning needs?
Observed:

Prior Content Knowledge/Sequence/Connections (Standard 1: Students / Standard 2: Content / Standard 4: Instruction)

What prior knowledge do students need?
Observed:

What are the connections to previous and future learning?
Observed:

How does this lesson connect to students' real-life experiences and/or possible careers?
Observed:

How does it connect to other disciplines?
Observed:

Knowledge of Students (Standard 1: Students)

What should the evaluator know about the student population? (See Data Measures Inventory for the Classroom)
Observed:

How is this a developmentally appropriate learning activity?
Observed:

Instruction and Assessment Lesson Delivery (Standard 2: Content / Standard 4: Instruction)	
How will the goals for learning be communicated to students?	Observed:
What instructional strategies and methods will be used to engage students and promote independent learning and problem solving?	Observed:
What strategies will be used to make sure all students achieve lesson goals?	Observed:
How will content-specific concepts, assumptions, and skills be taught?	Observed:

Differentiation (Standard 3: Students / Standard 4: Instruction)	
How will the instructional strategies address all students' learning needs?	Observed:
How will the lesson engage and challenge students of all levels?	Observed:
How will developmental gaps be addressed?	Observed:

Resources (Standard 3: Content / Standard 4: Instruction)
What resources/materials will be used in instruction? Observed:
How will technology be integrated into lesson delivery? Observed:

Classroom Environment (Standard 1: Students / Standard 5: Learning Environment)
How will the environment support all students? Observed:
How will different grouping strategies be used? Observed:
How will safety in the classroom be ensured? Observed:
How will respect for all be modeled and taught? Observed:

Assessment of Student Learning (Standard 3: Assessment)
How will you check for understanding during the lesson? Observed:
What specific products or demonstrations will assess student learning / achievement of goals for instruction? Observed:
How will you ensure that students understand how they are doing and support students' self-assessment? Observed:
How will you use assessment data to inform your next steps? Observed:

Professional Responsibilities Collaboration and Communication (Standard 8)
How do you cooperate with colleagues? Observed:
How do you work with others when there is a problem? Observed:
What is your communication style with students? With families? With colleagues? Observed:
In what ways do you seek the perspectives of others? Give an example. Observed:

Professional Responsibility and Growth (Standard 7)
How do you apply knowledge gained from other experiences into your teaching? Observed:
Discuss ways you reflect and analyze your teaching. Observed:
What are some proactive ways you further your own professional growth? Observed:

2013-2014 OTES Formal

Instructional Planning

Focus for Learning (Standard 4: Instruction)				
Ineffective	Developing	Skilled	Accomplished	
Show Comments				

Assessment Data (Standard 3: Assessment)				
Ineffective	Developing	Skilled	Accomplished	
Show Comments				

Prior Content Knowledge/Sequence/Connections (Standard 1: Students; Standard 2: Content; Standard 4: Instruction)				
Ineffective	Developing	Skilled	Accomplished	
Show Comments				

Knowledge of Students (Standard 1: Students)				
Ineffective	Developing	Skilled	Accomplished	
Show Comments				

Instruction and Assessment

Lesson Delivery (Standard 2: Content; Standard 4: Instruction; Standard 6: Collaboration and Communication)				
Ineffective	Developing	Skilled	Accomplished	
Show Comments				

Differentiation (Standard 1: Students; Standard 4: Instruction)				
Ineffective	Developing	Skilled	Accomplished	
Show Comments				

Resources (Standard 2: Content; Standard 4: Instruction)				
Ineffective	Developing	Skilled	Accomplished	
Show Comments				

Classroom Environment (Standard 1: Students; Standard 5: Learning Environment; Standard 6: Collaboration and Communication)				
Ineffective	Developing	Skilled	Accomplished	
Show Comments				

Assessment of Student Learning (Standard 3: Assessment)				
Ineffective	Developing	Skilled	Accomplished	
Show Comments				

Professionalism

Professional Responsibilities (Standard 6: Collaboration and Communication; Standard 7: Professional Responsibility and Growth)				
Ineffective	Developing	Skilled	Accomplished	
Show Comments				

Post Conference

Reinforcement Area

Show Comments

Refinement Area

Show Comments

Teacher signature

Show Comments



Observer signature

Show Comments

The image shows a rectangular form with a light gray background. At the top left, there is a small square icon with a checkmark and the text "Observer signature". In the center, there is a large, empty white rectangular box. At the bottom left, there is a small speech bubble icon and the text "Show Comments".

OTES Post Conference

Focus For Learning	
What was the focus for the lesson?	Observed:
Talk about the content that you hoped students would know and understand by the end of the lesson. What skills did they demonstrate to you?	Observed:
What standards were addressed in the planned instruction?	Observed:
Why was this learning important?	Observed:
How was the appropriateness of the goal communicated to students?	Observed:
How did your stated goals fit into the unit, course and school goals?	Observed:
Assessment Data	
What assessment data was examined to inform the planning for the observed lesson?	Observed:
What did pre-assessment data indicate about student learning needs?	Observed:
What formal or informal techniques did you use to collect evidence of students' knowledge and skills?	Observed:
How did your assessment data help you identify student strengths and areas of improvement?	Observed:

Prior Content Knowledge/Sequence/Connections
What prior knowledge did students need and how did you connect that to their future learning? Observed:
How did this lesson connect to students' real-life experiences and/or possible careers? Observed:
How did it connect to other disciplines? Observed:

Knowledge of Students
How did this lesson demonstrate your familiarity with the students' background knowledge and experiences? Observed:
What strategies did you plan for and implement to meet the needs of individual students? Observed:
Talk about how this lesson was developmentally appropriate for your students. Observed:

Lesson Delivery
How were the goals for learning communicated to students? Observed:
What instructional strategies and methods were used to engage students and promote independent learning and problem solving? Observed:
What strategies were used to make sure all students achieve lesson goals? Observed:
How were content-specific concepts, assumptions and skills taught? Observed:
What questioning techniques did you use to support student learning? Observed:
How did you ensure this lesson was student led? Observed:

Differentiation	
How did the instructional strategies address all students' learning needs?	Observed:
How did the lesson engage and challenge students of all levels?	Observed:
How were developmental gaps addressed?	Observed:
Why is it important to provide varied options for student mastery?	Observed:

Resources	
What resources/materials were used in instruction?	Observed:
How was technology integrated into lesson delivery?	Observed:
How did students show ownership of their learning?	Observed:

Classroom Environment
How did the environment support all students? Observed:
How were different grouping strategies used? Observed:
How was safety in the classroom ensured? Observed:
How was respect for all modeled and taught? Observed:

Assessment of Student Learning
How did you check for understanding during the lesson? Observed:
What specific products or demonstrations assessed student learning/achievement of goals for instruction? Observed:
How did you ensure that students understand how they are doing and support students' self assessment? Observed:
How did you use assessment data to inform your next steps? Observed:
Why is it important to provide specific and timely feedback? Observed:

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

Professional Responsibilities: Professional Responsibility and Growth
How do you apply knowledge gained from other experiences into your teaching? Observed:
Discuss ways you reflect and analyze your teaching. Observed:
What are some proactive ways you further your own professional growth? Observed:

OTES Summative

Proficiency on Standards/Teacher Performances

Cumulative/Holistic Rating for Performance Evaluation/Observation #1:

- Ineffective
- Developing
- Skilled
- Accomplished

Show Comments

Cumulative/Holistic Rating for Performance Evaluation/Observation #2:

- Ineffective
- Developing
- Skilled
- Accomplished

Show Comments

Summative Rating for both Performance Evaluations:

- Ineffective
- Developing
- Skilled
- Accomplished

Show Comments

Student Growth Data

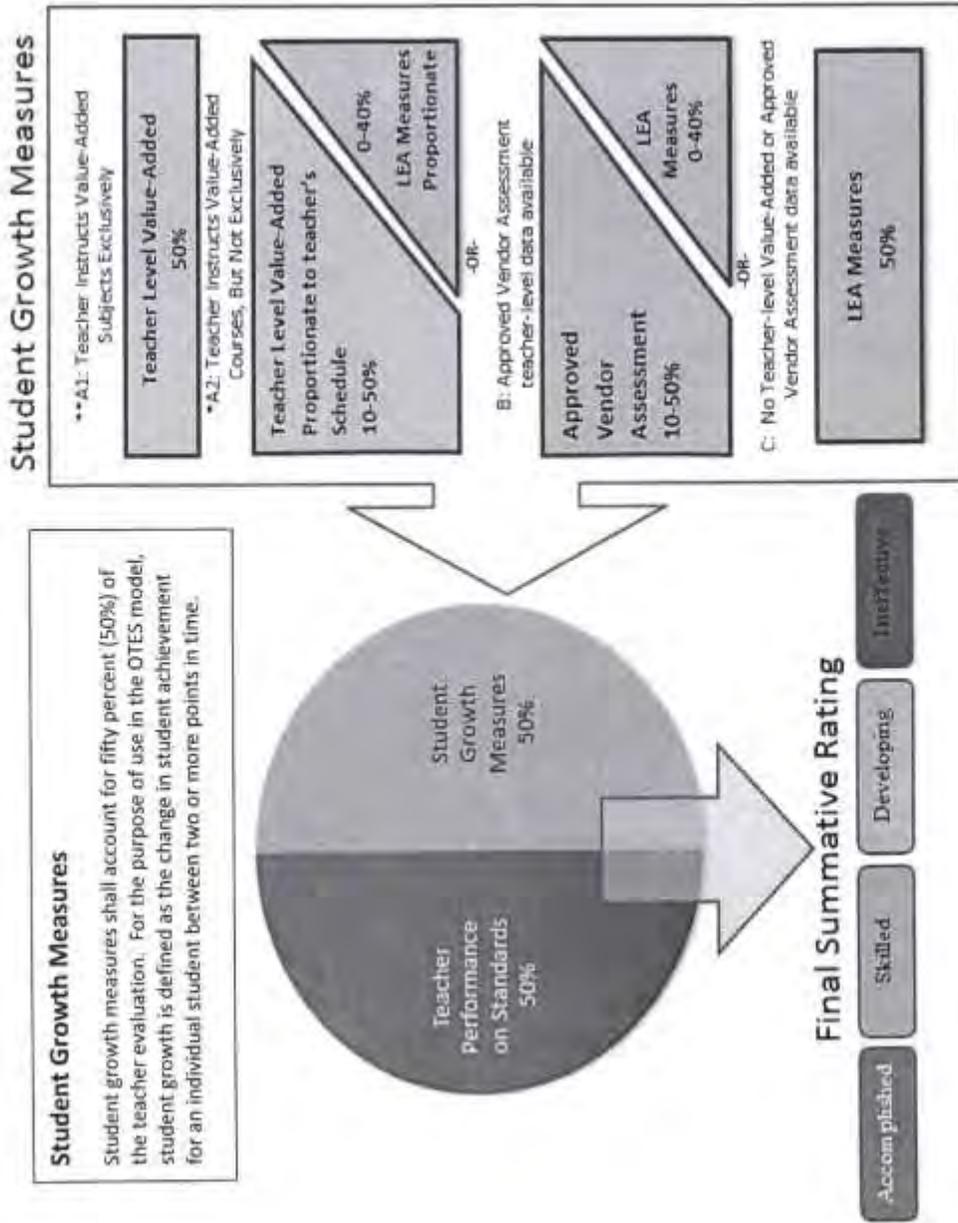
Student Growth Measure of Effectiveness

- Below Expected Growth
- Expected Growth
- Above Expected Growth

Show Comments

Final Summative (overall) Rating:

<input checked="" type="radio"/> Final Summative (overall) Rating: <input type="radio"/> Ineffective <input type="radio"/> Developing <input type="radio"/> Skilled <input type="radio"/> Accomplished  Show Comments
 Teacher's Signature: _____ Date: _____  Show Comments
 Evaluator's Signature: _____ Date: _____  Show Comments
 Director's Signature: _____ Date: _____  Show Comments
 Superintendent's Signature: _____ Date: _____  Show Comments



ASHLAND COUNTY-WEST HOLMES CAREER CENTER

Continuous Improvement Plan

Name _____ Date _____

Assignment _____

I. Goal(s):

II. Means to Achieve Goal(s):

III. Supervisory Assistance:

IV. How Will Achievement Be Measured?

V. Was (Were) the Goal(s) Achieved?

Planning Conference Date _____ Follow-up Conference Date _____

VI. Additional Comments by Evaluator

VII. Comments by Teacher

The teacher's signature indicates that all phases of the evaluation have been conducted with the full knowledge of the teacher, and does not necessarily indicate agreement with the contents of the completed form.

Teacher's Signature _____ Date _____

Observer's Signature _____ Date _____

ASHLAND COUNTY-WEST HOLMES CAREER CENTER

SICK LEAVE TRANSFER PROGRAM
(Sick Leave Pool)

DONATION FORM
Submit to Treasurer's Office

NAME _____ DATE _____

SOCIAL SECURITY NUMBER _____

I hereby donate _____ day(s) of my accumulated sick leave (not to exceed five (5) days per year) to the Sick Leave Transfer Program. I have also read the guidelines of the program and understand the intent of the program. (Article V, Section C)

Signature of Donor

Date

Posted to Sick Leave Bank: Date: _____

By: _____

Sick Leave Balance Reduced: Date: _____

By: _____

ASHLAND COUNTY-WEST HOLMES CAREER CENTER

SICK LEAVE TRANSFER PROGRAM
(Sick Leave Pool)

APPLICATION FORM
Submit to Treasurer's Office

_____ New Application

_____ Renewal Application

Reason(s) for making application: _____

Expiration date of accrued and/or advanced sick leave: _____

Name and address of attending physician(s): _____

Expected date of return to work: _____

Print Name of Applicant

Signature of Applicant

Date

TEACHER SALARY INDEX – FY2015-17
ASHLAND COUNTY-WEST HOLMES JOINT VOCATIONAL SCHOOL DISTRICT

	CAT 1 BA	CAT 2 135 HRS	CAT 3 150 HRS	CAT 4 175 HRS	CAT 5 MASTERS	CAT 6 MA+10	CAT 7 MA+20	CAT 8 MA+30	CAT 9 MA+40
STEP 0	1.0000	1.0420	1.0450	1.0480	1.1000	1.1400	1.1800	1.2200	1.2600
STEP 1	1.0400	1.0840	1.0910	1.0980	1.1500	1.1900	1.2300	1.2700	1.3100
STEP 2	1.0800	1.1260	1.1370	1.1480	1.2000	1.2400	1.2800	1.3200	1.3600
STEP 3	1.1200	1.1680	1.1830	1.1980	1.2500	1.2900	1.3300	1.3700	1.4100
STEP 4	1.1600	1.2100	1.2290	1.2480	1.3000	1.3400	1.3800	1.4200	1.4600
STEP 5	1.2000	1.2520	1.2750	1.2980	1.3500	1.3900	1.4300	1.4700	1.5100
STEP 6	1.2400	1.2940	1.3210	1.3480	1.4000	1.4400	1.4800	1.5200	1.5600
STEP 7	1.2800	1.3360	1.3670	1.3980	1.4500	1.4900	1.5300	1.5700	1.6100
STEP 8	1.3200	1.3780	1.4130	1.4480	1.5000	1.5400	1.5800	1.6200	1.6600
STEP 9	1.3600	1.4200	1.4590	1.4980	1.5500	1.5900	1.6300	1.6700	1.7100
STEP 10	1.4000	1.4620	1.5050	1.5480	1.6000	1.6400	1.6800	1.7200	1.7600
STEP 11	1.4400	1.5040	1.5510	1.5980	1.6500	1.6900	1.7300	1.7700	1.8100
STEP 12	1.4800	1.5460	1.5970	1.6480	1.7000	1.7400	1.7800	1.8200	1.8600
STEP 13	1.5200	1.5880	1.6430	1.6980	1.7500	1.7900	1.8300	1.8700	1.9100
STEP 14	1.5600	1.6300	1.6890	1.7480	1.8000	1.8400	1.8800	1.9200	1.9600
STEP 18	1.5900	1.6600	1.7200	1.7800	1.8500	1.8900	1.9300	1.9700	2.0100
STEP 22	1.6200	1.6900	1.7500	1.8100	1.9000	1.9400	1.9800	2.0200	2.0600
STEP 26	1.6500	1.7200	1.7800	1.8400	1.9500	1.9900	2.0300	2.0700	2.1100

TEACHER SALARY SCHEDULE 2014-15
ASHLAND CO-WEST HOLMES JVSD

	CAT 1 BA	CAT 2 135 HRS	CAT 3 150 HRS	CAT 4 175 HRS	CAT 5 MASTERS	CAT 6 MA+10	CAT 7 MA+20	CAT 8 MA+30	CAT 9 MA+40
STEP 0	33,819	35,239	35,341	35,442	37,201	38,553	39,906	41,259	42,612
STEP 1	35,172	36,660	36,896	37,133	38,892	40,244	41,597	42,950	44,303
STEP 2	36,524	38,080	38,452	38,824	40,583	41,935	43,288	44,641	45,994
STEP 3	37,877	39,500	40,008	40,515	42,274	43,626	44,979	46,332	47,685
STEP 4	39,230	40,921	41,563	42,206	43,964	45,317	46,870	48,023	49,378
STEP 5	40,583	42,341	43,119	43,897	45,655	47,008	48,361	49,714	51,066
STEP 6	41,935	43,762	44,675	45,588	47,346	48,699	50,052	51,405	52,757
STEP 7	43,288	45,182	46,230	47,279	49,037	50,390	51,743	53,096	54,448
STEP 8	44,641	46,602	47,786	48,970	50,728	52,081	53,434	54,787	56,139
STEP 9	45,994	48,023	49,342	50,661	52,419	53,772	55,125	56,477	57,830
STEP 10	47,346	49,443	50,897	52,352	54,110	55,463	56,816	58,168	59,521
STEP 11	48,699	50,864	52,453	54,043	55,801	57,154	58,507	59,859	61,212
STEP 12	50,052	52,284	54,009	55,733	57,492	58,845	60,198	61,550	62,903
STEP 13	51,405	53,704	55,564	57,424	59,183	60,536	61,888	63,241	64,594
STEP 14	52,757	55,125	57,120	59,115	60,874	62,227	63,579	64,932	66,285
STEP 18	53,772	56,139	58,168	60,198	62,565	63,918	65,270	66,623	67,976
STEP 22	54,787	57,154	59,183	61,212	64,256	65,609	66,961	68,314	69,667
STEP 26	55,801	58,168	60,198	62,227	65,947	67,299	68,652	70,005	71,358

TEACHER SALARY SCHEDULE 2015-16
ASHLAND CO-WEST HOLMES JVSD

	CAT 1	CAT 2	CAT 3	CAT 4	CAT 5	CAT 6	CAT 7	CAT 8	CAT 9
	BA	135 HRS	150 HRS	175 HRS	MASTERS	MA+10	MA+20	MA+30	MA+40
STEP 0	34,157	35,592	35,694	35,797	37,573	38,939	40,305	41,672	43,038
STEP 1	35,523	37,026	37,265	37,504	39,281	40,647	42,013	43,379	44,746
STEP 2	36,890	38,461	38,837	39,212	40,988	42,355	43,721	45,087	46,454
STEP 3	38,256	39,895	40,408	40,920	42,696	44,063	45,429	46,795	48,161
STEP 4	39,622	41,330	41,979	42,628	44,404	45,770	47,137	48,503	49,869
STEP 5	40,988	42,765	43,550	44,336	46,112	47,478	48,845	50,211	51,577
STEP 6	42,355	44,199	45,121	46,044	47,820	49,186	50,552	51,919	53,285
STEP 7	43,721	45,634	46,693	47,752	49,528	50,894	52,260	53,627	54,993
STEP 8	45,087	47,068	48,264	49,459	51,236	52,602	53,968	55,334	56,701
STEP 9	46,454	48,503	49,835	51,167	52,943	54,310	55,676	57,042	58,409
STEP 10	47,820	49,938	51,406	52,875	54,651	56,018	57,384	58,750	60,116
STEP 11	49,186	51,372	52,978	54,583	56,359	57,725	59,092	60,458	61,824
STEP 12	50,552	52,807	54,549	56,291	58,067	59,433	60,800	62,166	63,532
STEP 13	51,919	54,241	56,120	57,999	59,775	61,141	62,507	63,874	65,240
STEP 14	53,285	55,676	57,691	59,706	61,483	62,849	64,215	65,581	66,948
STEP 18	54,310	56,701	58,750	60,800	63,191	64,557	65,923	67,289	68,656
STEP 22	55,334	57,725	59,775	61,824	64,898	66,265	67,631	68,997	70,363
STEP 26	56,359	58,750	60,800	62,849	66,606	67,972	69,339	70,705	72,071

TEACHER SALARY SCHEDULE 2016-17
ASHLAND CO-WEST HOLMES JVSD

	CAT 1 BA	CAT 2 135 HRS	CAT 3 150 HRS	CAT 4 175 HRS	CAT 5 MASTERS	CAT 6 MA+10	CAT 7 MA+20	CAT 8 MA+30	CAT 9 MA+40
STEP 0	34,499	35,948	36,051	36,155	37,948	39,328	40,708	42,088	43,468
STEP 1	35,879	37,396	37,638	37,879	39,673	41,053	42,433	43,813	45,193
STEP 2	37,258	38,845	39,225	39,604	41,398	42,778	44,158	45,538	46,918
STEP 3	38,638	40,294	40,812	41,329	43,123	44,503	45,883	47,263	48,643
STEP 4	40,018	41,743	42,399	43,054	44,848	46,228	47,608	48,988	50,368
STEP 5	41,398	43,192	43,986	44,779	46,573	47,953	49,333	50,713	52,093
STEP 6	42,778	44,641	45,573	46,504	48,298	49,678	51,058	52,438	53,818
STEP 7	44,158	46,090	47,160	48,229	50,023	51,403	52,783	54,163	55,543
STEP 8	45,538	47,539	48,747	49,954	51,748	53,128	54,508	55,888	57,268
STEP 9	46,918	48,988	50,333	51,679	53,473	54,853	56,233	57,613	58,993
STEP 10	48,298	50,437	51,920	53,404	55,198	56,578	57,958	59,338	60,718
STEP 11	49,678	51,886	53,507	55,129	56,923	58,303	59,683	61,063	62,442
STEP 12	51,058	53,335	55,094	56,854	58,648	60,028	61,408	62,787	64,167
STEP 13	52,438	54,784	56,681	58,579	60,373	61,752	63,132	64,512	65,892
STEP 14	53,818	56,233	58,268	60,304	62,097	63,477	64,857	66,237	67,817
STEP 18	54,853	57,268	59,338	61,408	63,822	65,202	66,582	67,962	69,342
STEP 22	55,888	58,303	60,373	62,442	65,547	66,927	68,307	69,687	71,067
STEP 26	56,923	59,338	61,408	63,477	67,272	68,852	70,032	71,412	72,792

Employee: _____
 Evaluator: _____

Position: _____
 Date: _____

A-Demonstrates job knowledge	Outstanding	Meets Expectations	Needs Improvement
1-Demonstrates knowledge of all aspects of position			
2-Effectively applies knowledge to enhance performance			
3-Demonstrates proper use and care of equipment			
4-Identifies and uses available resources			
5-Collects and tracks appropriate data			
B-Demonstrates Job Competencies	Outstanding	Meets Expectations	Needs Improvement
1-Completes assigned tasks accurately			
2-Demonstrates ability to perform job responsibilities			
3-Organizes work			
C-Demonstrates Job Competencies	Outstanding	Meets Expectations	Needs Improvement
1-Manages time efficiently			
2-Meets deadlines for tasks assigned			
3-Practices safe work habits			
4-Stays on task and is productive			
5-Follows Supervisor instructions and guidelines			
6-Maintains confidentiality			
7-Independently seeks and assumes responsibility for tasks			
8-Seeks new and/or improved ways to complete tasks			
9-Exhibits appropriate dress and grooming			
10-Able to prioritize and identify critical job responsibilities			
11-Maintains a clean, organized, safe work area			
D-Maintains Effective Working Relationships	Outstanding	Meets Expectations	Needs Improvement
1-Exhibits positive attitude and actions			
2-Is flexible/adaptable to change			
3-Is respectful and considerate of others			
4-Is punctual			
5-Maintains regular attendance (not counting vacation, professional days)			
6-Functions effectively as a team member			
7-Responds positively to constructive feedback			
8-Demonstrates courtesy, effectiveness and efficiency in interactions with others			
9-Demonstrates good decision making skills			

E-Professional Growth and Development	Outstanding	Meets Expectations	Needs Improvement
1-Participates in learning opportunities			
2-Willingly takes on additional and appropriate job duties when needed or requested			
3-Recognizes when assistance is needed and requests it			

Outstanding: Consistent exemplary performance, including in demanding situations or circumstances

Meets Expectations: Competent performance in most situations and circumstances

Needs Improvement: Improvement needed in key areas

Supervisor's Comments:

Staff Member's Comments:

SIGNATURE: Your signature on this form shows only that you received a copy of this report and your supervisor discussed it with you. It does not mean you agree with this evaluation. If you wish, you may submit an explanatory statement that will be filed with this evaluation. Additional materials must be submitted within ten (10) days.

Employee's Signature _____

Date: _____

Evaluator's Signature _____

Date: _____

ASHLAND COUNTY-WEST HOLMES JOINT VOCATIONAL SCHOOL DISTRICT
1783 State Route 60, Ashland, OH 44805-9377

SALARY SCHEDULE - SECRETARIAL

<u>STEP</u>	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>
0	12.89	13.02	13.15
1	13.12	13.25	13.38
2	13.34	13.48	13.61
3	13.55	13.68	13.82
4	13.78	13.91	14.05
5	13.99	14.13	14.27
6	14.21	14.35	14.49
7	14.43	14.58	14.72
8	14.64	14.79	14.93
9	14.87	15.02	15.17
10	15.08	15.23	15.39
12	15.30	15.45	15.61
14	15.53	15.68	15.84
16	15.73	15.89	16.05
18	15.96	16.12	16.28
20	16.18	16.34	16.50
22	16.39	16.56	16.72
24	16.62	16.78	16.95
26	16.84	17.00	17.17

NOTE: 9.5 & 10 month contract includes 6 paid holidays: Labor Day, Thanksgiving Day
Christmas Day, New Year's Day, Martin Luther King Day, and Memorial Day

12 month contract add 2 paid holidays: Fourth of July & Christmas Eve

12 month contract = 260 days

10 month contract = 200 days

9.5 month contract = 190 days

ASHLAND COUNTY-WEST HOLMES JVSD
1783 State Route 60, Ashland, OH 44805-9377

SALARY SCHEDULE - ESEA* QUALIFIED AIDES

*Elementary and Secondary Education Act

<u>STEP</u>	<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2017</u>
0	12.43	12.55	12.68
1	12.62	12.75	12.87
2	12.80	12.92	13.05
3	12.99	13.12	13.25
4	13.17	13.30	13.43
5	13.36	13.50	13.63
6	13.54	13.67	13.81
7	13.73	13.87	14.01
8	13.92	14.06	14.20
9	14.13	14.27	14.41
10	14.31	14.45	14.60
12	14.51	14.65	14.80
14	14.69	14.84	14.99
16	14.88	15.03	15.18
18	15.06	15.21	15.37
20	15.25	15.40	15.55
22	15.43	15.59	15.74
24	15.62	15.78	15.93
26	15.80	15.96	16.12

License + Bachelors = Additional \$0.32 per hour License + Masters = Additional \$0.64 per hour

NOTE: 9 month contract includes 6 paid holidays: Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, and Memorial Day.

120 day contract does not include Memorial Day holiday

ESEA Qualified Aides:	190 days	184 days
	155 days	120 days

ASHLAND COUNTY-WEST HOLMES JVSD
1783 State Route 60, Ashland, OH 44805-9377

SALARY SCHEDULE - TEACHER AIDES

<u>STEP</u>	<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-17</u>
0	11.21	11.32	11.43
1	11.38	11.50	11.61
2	11.58	11.70	11.81
3	11.76	11.87	11.99
4	11.95	12.07	12.19
5	12.13	12.25	12.37
6	12.32	12.45	12.57
7	12.50	12.62	12.75
8	12.69	12.82	12.95
9	12.87	13.00	13.13
10	13.06	13.19	13.33
12	13.24	13.37	13.51
14	13.44	13.57	13.71
16	13.61	13.75	13.88
18	13.81	13.94	14.08
20	13.99	14.13	14.27
22	14.18	14.32	14.46
24	14.36	14.51	14.65
26	14.55	14.69	14.84

NOTE: 9 and 10 month contract includes 6 paid holidays: Labor Day,
Thanksgiving Day, Christmas Day, New Year's Day, Martin
Luther King Day and Memorial Day
12 month contract add 2 paid holidays: Fourth of July & Christmas Eve

Clerical Aide Positions: 12 month contract - 260 days
10 month contract - 200 days

Teacher Aide Positions: 9 month contract - 155 days
9 month contract - 120 days

ASHLAND COUNTY-WEST HOLMES JVSD
1783 State Route 60, Ashland, OH 44805-9377

SALARY SCHEDULE - CUSTODIAL

<u>STEP</u>	<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2017</u>
0	13.22	13.35	13.48
1	13.47	13.60	13.74
2	13.71	13.85	13.99
3	13.94	14.08	14.22
4	14.19	14.33	14.47
5	14.43	14.58	14.72
6	14.66	14.81	14.96
7	14.91	15.06	15.21
8	15.16	15.31	15.46
9	15.39	15.55	15.70
10	15.63	15.79	15.94
12	15.83	15.98	16.14
14	16.02	16.18	16.34
16	16.23	16.39	16.55
18	16.41	16.58	16.74
20	16.62	16.78	16.95
22	16.81	16.98	17.15
24	17.01	17.18	17.35
26	17.21	17.38	17.55

NOTE: 12 month contract includes 8 paid holidays: Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Day, Martin Luther King Day, Memorial Day AND Fourth of July

12 month contract - 260 days

2nd / 3rd shift Custodians = \$0.10 per hour additional

Maintenance - \$0.50 per hour additional

ASHLAND COUNTY-WEST HOLMES JVSD
1783 State Route 60, Ashland, OH 44805-9377

SALARY SCHEDULE
CAFETERIA AIDE / CLEANING ASSISTANT/AIDE

<u>STEP</u>	<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2017</u>
0	10.83	10.94	11.05
1	11.00	11.11	11.22
2	11.20	11.31	11.42
3	11.37	11.49	11.60
4	11.57	11.69	11.80
5	11.75	11.86	11.98
6	11.94	12.06	12.18
7	12.12	12.24	12.36
8	12.31	12.44	12.56
9	12.49	12.61	12.74
10	12.68	12.81	12.94
12	12.86	12.99	13.12
14	13.05	13.18	13.32
16	13.23	13.36	13.49
18	13.42	13.56	13.69
20	13.60	13.74	13.87
22	13.80	13.93	14.07
24	13.98	14.12	14.26
26	14.17	14.31	14.45

NOTE: 9 month contract includes 6 paid holidays: Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, and Memorial Day

Cafeteria Aide Positions: 9 month contract - 188 days

Cleaning Assistant/Aide: 10 month contract - 200 days
2nd / 3rd shifts receive \$0.10 per hour addi

SCHEDULE OF COMPREHENSIVE MAJOR MEDICAL EXPENSE BENEFITS

BENEFITS	PPO	
M. <u>PRESCRIPTION DRUG BENEFIT (through</u> N. <u>CVS Caremark; up to greater of 100 quantity or 34-day supply)</u> Co-Pay Per Prescription	100% after co-pay per prescription, filled or refilled \$10 Generic \$30 Brand Preferred \$60 Brand Non-Preferred	
O. <u>MAIL ORDER DRUG BENEFIT (through</u> P. <u>CVS Caremark; up to a 90-day supply)</u> Co-Pay per Prescription	100% \$20 Generic \$60 Brand Preferred \$120 Brand Non-Preferred	
Q. <u>ROUTINE PREVENTATIVE CARE BENEFIT</u> As required under the Affordable Care Act	100%, deductible waived	
R. <u>PHYSICIAN'S OFFICE VISIT BENEFIT (non-routine)</u>	100% after \$25 co-pay (deductible waived)	60% after deductible
S. <u>URGENT CARE FACILITY BENEFIT (all charges)</u>	100% after \$75 co-pay (deductible waived)	60% after deductible
T. <u>CALENDAR YEAR DEDUCTIBLE (PPO and non-PPO deductibles are separate and shall not be applied toward each other)</u>	\$250 per person \$500 per family	\$500 per person \$1,000 per family
U. <u>BENEFIT PERCENTAGE PAYABLE, unless shown as different percentage</u> COINSURANCE MAXIMUM OUT-OF-POCKET AMT PER CALENDAR YEAR (The PPO and Non-PPO Coinsurance Maximum Out-of-Pocket amounts are separate and shall not be applied toward each other.) The Coinsurance Maximum Out-of-Pocket amount does not include deductibles or co-pays TOTAL MAXIMUM OUT-OF-POCKET PER CALENDAR YEAR (includes deductible, coinsurance and medical plan co-pays)	80% \$750 per person \$6,350 per person \$12,700 per family	60% \$1,500 per person Not applicable Not applicable
V. <u>EMERGENCY ROOM (NON-EMERGENCY)</u>	80% after deductible subject to \$200 co-pay*	60% after deductible subject to \$200 co-pay*
W. <u>Lifetime Maximum Benefit</u>	\$1,000,000 (does not apply to Essential Health Benefits)	

* Co-pay is waived if Covered Person is admitted, or if due to an accidental Injury or Medical Emergency.

PRE-ADMISSION NOTIFICATION IS REQUIRED FOR ALL NON-EMERGENCY HOSPITAL ADMISSIONS. POST-ADMISSION NOTIFICATION IS REQUIRED FOR ALL EMERGENCY HOSPITAL ADMISSIONS. IF NOT RECEIVED, A PENALTY OF \$200 WILL BE APPLIED TO THE HOSPITAL CONFINEMENT.

SCHEDULE OF DENTAL BENEFITS

CALENDAR YEAR DEDUCTIBLE

CLASS I & ORTHODONTIC SERVICES	NONE
CLASS II & III SERVICES COMBINED	\$50 PER PERSON \$150 PER FAMILY

BENEFIT PERCENTAGES

CLASS I SERVICES	100% OF REASONABLE CHARGE
CLASS II SERVICES	80% OF REASONABLE CHARGE
CLASS III SERVICES	50% OF REASONABLE CHARGE
ORTHODONTIC SERVICES	50% OF REASONABLE CHARGE

MAXIMUM BENEFIT PAYABLE PER CALENDAR YEAR

CLASS I, II & III SERVICES COMBINED	\$1,000 PER PERSON
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MAXIMUM LIFETIME BENEFIT

ORTHODONTIC SERVICES	\$1,500 PER PERSON
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PRE-ADMISSION/POST-ADMISSION NOTIFICATION PROGRAM

Your ID card will reflect the information for the Pre-Admission/Post-Admission Notification Program.

This Program does not apply to Covered Persons for whom Medicare pays its benefits as primary carrier. If this Program is not followed by the Covered Person, a penalty of \$200 will be applied to the Hospital confinement. No penalty will be applied for any Hospital stay in connection with childbirth for the mother or newborn child, provided such stay is less than forty-eight (48) hours following a normal vaginal delivery or less than ninety-six (96) hours following a cesarean section. The penalty will apply for the failure to call for any Hospital stay in connection with childbirth for the mother or newborn child if such stay is forty-eight (48) hours or more following a normal vaginal delivery or ninety-six (96) hours or more following a cesarean section. Instructions for using this program are as follows:

Non-Emergency Hospital Admission. Calls for non-emergency hospital admissions should be made as soon as it is known that the Covered Person needs to be admitted.

Emergency Hospital Admission. If the Covered Person is admitted to the Hospital on an Emergency basis, the call must be made by the next business day following the date of admission. This call can be made by the Covered Person, the Covered Person's Physician, a member of the Covered Person's family or other person designated by the Covered Person, or an authorized Hospital staff member.

Observation. If the Covered Person is in observation status for a period of twenty-four (24) hours or more, it will be treated as an admission for purposes of this provision.

A Partial Confinement will also be subject to the terms of this Program. The Pre-Admission/Post-Admission Notification Program does not guarantee benefits. All benefits are subject to the terms of this Plan. The Pre-Admission/Post-Admission Notification Program applies to each Hospital admission, and if a patient is transferred from one Hospital to another Hospital, the same procedures will need to be followed for each Hospital confinement. If the patient is unconscious or unable to follow the requirements of this Program due to illness or injury rendering the patient physically or mentally incapable, the penalty will be waived until the patient is able to follow the terms of the Program.

CASE MANAGEMENT

Case management coordinates care between the Covered Person and Physicians, facilities and other providers. Case management will be instituted by the Plan when the Plan determines that it would be appropriate (based on diagnosis, procedures and/or ongoing treatment). If case management is implemented, each Covered Person is required to participate in it and to fully cooperate with the case manager. The case manager will attempt to identify options that will preserve the Covered Person's benefits. Case management options will be communicated to the Covered Person, Eligible Employee, family member(s) and/or Physician(s). If a case manager recommends a type of treatment or program that is not normally covered under this Plan, and the Plan Administrator agrees to provide such coverage, such treatment or program will be considered to be a covered expense under this Plan. The Covered Person, the Covered Person's legal guardian, if any, or the Eligible Employee always has the option to pursue the treatment program of choice; however, the case manager will identify which treatment programs will be covered under the Plan.

COMPREHENSIVE MAJOR MEDICAL EXPENSE BENEFITS

PREFERRED PROVIDER PLAN

For purposes of this Plan, the term "PPO Provider" means a Physician, Hospital or other provider that has an agreement with the PPO to provide supplies or services at negotiated rates. The Plan will allow the amount which is negotiated between the PPO and its PPO Providers. If there is a per diem rate that is negotiated between the PPO and a PPO Provider, the per diem amount. Services provided by non-PPO providers will be payable at the non-PPO level of benefits, unless one or more of the following conditions apply:

1. The Covered Person resides or is traveling outside of the service area of the PPO network (as determined by the Plan Administrator). This provision shall not apply if the reason for the travel was to obtain such services or supplies.
2. The Covered Person requires treatment for an accidental Injury or Medical Emergency and cannot reasonably obtain such treatment from a PPO provider or cannot express a provider preference due to his medical condition. The PPO level of benefits will apply until the Covered Person's condition has sufficiently stabilized so that transfer to a PPO provider for any required continued treatment is reasonably possible.
3. The Covered Person receives, at a PPO facility, professional services for pathology, radiology or anesthesiology, or the services of an assistant surgeon or emergency room Physician.

PRESCRIPTION DRUG BENEFIT

The Prescription Drug Benefit covers drugs which may be lawfully dispensed only upon the written prescription of a Physician licensed to practice medicine, and which are dispensed at a CVS Caremark pharmacy (member pharmacy). Injectable insulin is also covered. Drugs which are not dispensed at a member pharmacy will not be covered.

Smoking cessation products are covered at 100%, not subject to any deductible or co-pay, to a limit of 168 day supply in one year of treatment with Generic Nicotine replacement products (Nicotine patch, gum and lozenges) and a limit of 168 day supply in one year of treatment with Generic Zyban or Chantix. This includes prescription and over-the-counter drugs, but there must be a Physician's prescription and covered drugs must be on the CVS Caremark defined drug list. Folic acid products are covered at 100%, not subject to any deductible or co-pay, for females under age 56, to a maximum of 100 units per fill, for Generic Drugs only that are on the CVS Caremark defined drug list. FDA approved contraceptives will be covered at 100%, not subject to any deductible or co-pay.

Each Covered Person will receive a prescription drug identification card. When a Covered Person presents the card to a member pharmacy, he need only pay the pharmacist the amount shown as the co-pay in the Schedule of Comprehensive Major Medical Expense Benefits for any prescription, filled or refilled.

If the Covered Person is not in possession of his card, a Prescription Drug Claim Form must be completed by the Covered Person and the pharmacist. The completed form should then be filed with CVS Caremark, which will reimburse the Eligible Employee as long as the pharmacy is a member pharmacy.

The Employer may choose to administer the prescription drug program on a reimbursement basis, without the use of CVS Caremark. If this is the case, the Eligible Employee will submit drug expenses on a medical claim form and be reimbursed by the Plan for eligible prescription drug expenses at the rate of 100%, after the prescription drug deductible, per prescription (filled or refilled), has been satisfied, provided the pharmacy is a member pharmacy.

The following charges are excluded under this benefit: hypodermic needles and syringes; drugs prescribed in connection with occupational related injuries; Experimental drugs; drugs furnished by a Hospital, sanitarium or Skilled Nursing Facility; refilling of a prescription in excess of the number specified by the Physician; drugs not reasonably necessary for the patient's medical care; that portion of a single purchase of any drug which exceeds a 34-day supply or 100 unit doses (whichever is greater) when consumed or used in accordance with the directions of the prescribing Physician; therapeutic devices and appliances; immunization devices; biological sera; the administration of drugs, medicines or injectable insulin; and contraceptive drugs or devices, regardless of their intended uses.

MAIL ORDER DRUG BENEFIT

The Mail Order Drug program will be administered by the CVS Caremark Mail Service Pharmacy network. This benefit covers a ninety (90) day supply of many maintenance medications, subject to the co-pay per prescription that is specified in the Schedule of Comprehensive Major Medical Expense Benefits.

ROUTINE PREVENTIVE CARE BENEFIT

This benefit covers preventive services that are required under the Affordable Care Act.

EMERGENCY ROOM CO-PAYMENT

A co-payment will be applied to every emergency room visit. This co-payment is in addition to the calendar year deductible. However, the co-payment will be waived if the Covered Person is admitted to the Hospital; if the Covered Person's Physician has advised him to go to the emergency room for treatment; or if the Covered Person uses the emergency room for treatment of an accidental Injury or Medical Emergency (as defined herein). Warning signs of a Medical Emergency include, but are not limited to:

- * bleeding that will not stop;
- * severe pain or pressure in the abdomen or chest;
- * gasping for breath;
- * coughing up or vomiting blood;
- * severe or persistent vomiting;
- * suicidal or homicidal feelings;
- * change in mental status (confusion, unusual behavior);
- * unconsciousness following a head Injury.

BENEFIT PERCENTAGE PAYABLE/MAXIMUM OUT-OF-POCKET AMOUNT

Eligible Expenses are payable at the percentage rates shown in the Schedule of Comprehensive Major Medical Expense Benefits. Once the Maximum Out-of-Pocket Amount is reached, then Eligible Expenses will be payable at 100% for the balance of that calendar year. The Maximum Out-of-Pocket Amounts are separate for PPO and non-PPO providers and will not be applied toward each other.

Deductible

The deductible is the amount of covered medical expenses which each Covered Person must pay before benefits are provided under these provisions. The deductible amount is specified in the Schedule of Comprehensive Major Medical Expense Benefits. The deductible applies only once during any calendar year, even though a person may have several different accidents or illnesses.

Family Deductible

The deductible applies to each person separately, but if the members of a family have incurred deductible charges in excess of the family deductible amount specified in the Schedule of Comprehensive Major Medical Expense Benefits, no further deductible will be required for any other member of the family for the balance of that calendar year.

Three-Month Carryover Deductible

Any medical expenses incurred during the last three (3) months of a calendar year which apply toward the deductible for that year will also be applied toward the deductible for the next calendar year.

Eligible Expenses For All Other Covered Charges

The following services and supplies are also covered expenses under this Plan:

1. Hospital charges (at the Semi-Private Room Rate) for room and board and miscellaneous expenses. This Semi-Private Room Rate limit does not apply to charges for intensive care and coronary units. In addition, charges that are in excess of the Semi-Private Room Rate will be covered in full if the Physician certifies that the patient should be in isolation. Two (2) days of Partial Confinement in a Hospital will be considered as one (1) day of confinement.
2. Physicians' charges for treatment of an illness or injury (including charges for an elective sterilization). For surgery claims, the allowable amount for an assistant surgeon will be 20% of the allowance for the primary surgeon, and Medicare RBRVS will be used to determine allowable amounts for (1) multiple surgeries performed on the same day or at the same session; (2) bilateral surgeries; (3) co-surgery and team surgery; and (4) services rendered by a Physician's Assistant.
3. Charges for medical supplies and the rental of surgical equipment including crutches, braces, medical appliances and artificial limbs or Durable Medical Equipment under a lease acceptable to the Plan (as prescribed by the attending Physician).
4. Charges for the services of a registered professional nurse (R.N.) and for the services of a licensed practical nurse (L.P.N.) other than a Close Relative.
5. Charges for such drugs and medicines which can be purchased only upon a Physician's prescription, and which are not paid under the Prescription Drug Benefit or Mail Order Drug Benefit.
6. Charges for blood transfusions, blood and blood plasma, to the extent it is not donated or otherwise replaced, and blood storage and processing.
7. Charges for treatment of jaw joint problems including temporomandibular joint dysfunction (TMJ) syndrome and conditions of structures linking the jaw bone and skull and the complex of muscles, nerves and other tissues related to that joint. Covered services include, but are not limited to: orthopedic (not orthodontic) appliances and physical therapy.
8. Charges for orthoptics.
9. Charges for care rendered in an Urgent Care Facility.
10. Charges for occupational therapy prescribed by the attending Physician as to type and duration when performed by a licensed occupational therapist (however, supplies incurred in connection with occupational therapy are not covered).
11. Charges for a Physician's or speech therapist's fees for restorative or rehabilitative speech therapy for speech loss or impairment due to an illness or injury, other than a functional nervous disorder, or due to surgery performed on account of an illness or injury. If the speech loss is due to a congenital anomaly, surgery to correct the anomaly must have been performed prior to the therapy.
12. Charges for chemotherapy and x-ray, radium and radioactive isotope therapy.
13. Charges for professional ambulance service when used in emergency situations to transport a Covered Person from the place of accidental injury or acute medical episode to the nearest Hospital where required treatment is given. Ambulance charges incurred to transport a Covered Person from one Hospital to

- another Hospital will be covered only if the first Hospital is not equipped to treat the Covered Person's medical condition. Ambulance charges will only be covered if the attending Physician certifies that such transportation is Medically Necessary.
14. Charges incurred for treatment rendered by a licensed or certified massotherapist, to a maximum of twelve (12) visits per calendar year.
 15. Charges for a Hospital Outpatient department cardiac rehabilitation program, limited to a maximum benefit of \$1,000 per calendar year. This benefit will only be payable if all of the following conditions have been met:
 - a) the person has myocardial infarction, has had coronary bypass surgery, has stable angina pectoris; angioplasty; or a heart transplant;
 - b) the person starts his cardiac rehabilitation program within twelve (12) months after discharge from a Hospital stay that is due to one of the above conditions; and
 - c) the cardiac rehabilitation program is rendered in the Hospital's Outpatient department or in a Medicare-approved facility for cardiac rehabilitation.
 16. Charges for periodic review of a child's physical and emotional status performed by a Physician or by a health care professional under the supervision of a Physician. Such periodic review charges will include coverage for a history, complete physical examination, developmental assessment, anticipatory guidance, appropriate immunizations, and laboratory tests that are not treating an illness or injury. Benefits for the above charges that are provided to a child during any year thereafter from age one (1) to age nine (9) shall not exceed a maximum limit of \$150 per calendar year.
 17. Charges for physical therapy prescribed by the attending Physician as to type and duration when performed by a licensed physical therapist.
 18. Charges for anesthesia and the administration thereof.
 19. Charges for oxygen and the administration thereof.
 20. Charges for diagnostic x-ray and laboratory examinations.
 21. Charges for dressings and casts.
 22. Charges for care in an Alcoholism Treatment Facility (payable as if such charges were incurred in a Hospital).
 23. Charges for care rendered in an Ambulatory Surgical Center.
 24. Charges for home care visits rendered through a Home Health Care Agency, provided that the Physician certifies the medical necessity of home health care. The allowed home care services are the usual and customary services of the Home Health Care Agency which are not specifically excluded hereunder and services provided on an Outpatient basis in a Hospital when such services cannot readily be made available at the Covered Person's place of residence. The following services and supplies are covered: part-time or intermittent nursing care and initial evaluation; physical, occupational and speech therapy; medical social services; part-time or intermittent services of home health aides; dietary guidance; medical services and supplies necessary for the treatment of a condition for which the home health care service is required; the use of medical appliances; and services provided on an ambulatory care basis when such services cannot readily be made available in the Covered Person's home. Notwithstanding anything to the contrary herein set forth, home care services do not include: meals; professional medical services billed for by a Physician; Custodial Care; services of housekeepers; prescription and non-prescription drugs and biologicals; and services of a Close Relative or members of the Covered Person's household.
 25. Charges for care rendered by a Hospice. Covered charges include room and board charged by the Hospice; miscellaneous services and supplies; part-time nursing care by or under the supervision of a registered graduate nurse; home health care services; and counseling services by a licensed social worker or a licensed pastoral counselor for the patient and the patient's Close Relatives. Such care is only covered if a Physician has certified that the patient is terminally ill and the patient's life expectancy is six (6) months or less.
 26. Charges for services and supplies furnished in connection with covered transplant procedures, subject to the following conditions:
 - a. If the recipient is covered under this Plan, eligible medical expenses incurred by the recipient will be considered for benefits. Expenses incurred by the donor, who is not ordinarily covered under this Plan according to participant eligibility requirements, will be considered eligible expenses to the extent that such expenses are not payable by the donor's plan. The donor's charges will be payable as if they had been incurred by the Covered Person.
 - b. If both the donor and the recipient are covered under this Plan, eligible medical expenses incurred by each person will be treated separately for each person.
 - c. The reasonable and customary cost of securing an organ from a cadaver or tissue bank, including the surgeon's charge for removal of the organ and a Hospital's charge for storage or transportation of the organ will be considered a covered expense.
 27. Maternity charges. Covered charges include obstetrical services, prenatal and postnatal care. Charges for an elective abortion will also be covered under this benefit. Any services provided by a Nurse-Midwife acting within the scope of a license which allows for providing such services will be payable on the same basis as services provided by a Physician. Charges incurred in a Freestanding Birthing Facility will be payable as if they had been incurred in a Hospital. If an Employee has dependent coverage, the Plan covers the nursery charges for routine care for the newborn well baby while the baby is in the Hospital and

- provides coverage for medical care for an infant with an illness, infection or serious birth defect. The Plan also covers charges for the baby's circumcision and the initial examination of the newborn well baby.
28. Charges for care in a Skilled Nursing Facility if a Physician determines that the Covered Person requires skilled nursing care. In order for this benefit to be payable, the Covered Person must be confined in a Skilled Nursing Facility within fourteen (14) days following a Hospital confinement that lasted at least three (3) days. Charges for room and board (at the Semi-Private Room Rate) and necessary services and supplies will be covered for up to a maximum period of sixty (60) days per calendar year.
 29. **Charges for peritoneal dialysis, renal dialysis or other dialysis procedures performed at the Covered Person's home or on an Inpatient or Outpatient basis in a Hospital or Freestanding Dialysis Facility. Dialysis performed to treat drug addiction will be subject to the limits outlined in the Plan for such drug addiction treatment.**
 30. Charges for treatment of mental/nervous disorders and/or substance abuse, payable on the same basis and at the same benefit percentage as any physical illness
 31. Effective July 1, 2014, the Plan will cover Routine Patient Costs for Qualified Individuals to participate in an Approved Clinical Trial. For purposes of this coverage, the following definitions apply:
 - a. Routine Patient Costs include items and services typically provided under the Plan for a participant not enrolled in a clinical trial. However, such items and services do not include (1) the investigational item, device or service itself; (2) items and services not included in the direct clinical management of the patient, but instead provided in connection with data collection and analysis; or (3) a service clearly not consistent with widely accepted and established standards of care for the particular diagnosis.
 - b. Qualified Individual is a Covered Person who is eligible, according to the trial protocol, to participate in an approved clinical trial for the treatment of cancer or other Life-Threatening Condition and either (1) the referring health care professional is a participating provider and has concluded that the Covered Person's participation in the clinical trial would be appropriate; or (2) the Covered Person provides medical and scientific information establishing that the individual's participation in the clinical trial would be appropriate.
 - c. Approved Clinical Trial is a phase I, phase II, phase III, or phase IV clinical trial that is conducted in connection with the prevention, detection, or treatment of cancer or other Life-Threatening Condition and is federally funded through a variety of entities or departments of the federal government; is conducted in connection with an investigational new drug application reviewed by the Food and Drug Administration; or is exempt from investigational new drug application requirements.
 - d. Life-Threatening Condition is a disease or condition likely to result in death unless the disease or condition is interrupted.

MEDICAL PLAN LIMITATIONS AND EXCLUSIONS

The Plan will not pay benefits for or give credit for expenses that are not covered expenses, nor will the Plan pay benefits for or give credit for any expense if the confinement, service or supply is for:

1. Care for occupational Injury or Illness for which any Workers' Compensation benefits are available.
2. Charges for dental care (unless such treatment is dental surgery and is rendered as a result of an accidental Injury to sound, natural teeth sustained while covered under the Employer's Plan). However, if it is Medically Necessary that a Covered Person be treated at a Hospital for treatment of a dental condition, the Hospital charges will be a covered expense.
3. Charges for Custodial Care.
4. Charges for care in any Hospital owned or operated by any federal government, with the exception of charges for care in a V.A. Hospital for veterans who have non-service-connected disabilities or charges for Inpatient care in a military hospital by military retirees, dependents of retirees and dependents of active military personnel.
5. Charges for Hospital room and board and general nursing care when the Covered Person is admitted primarily for diagnostic study or medical observation and the necessary care can properly be provided on an Outpatient basis.
6. Charges for Cosmetic Surgery, except services performed to improve a body function, treat a scar caused by an Injury or surgery, or to correct a birth defect.
7. Charges for routine foot care, which include treatment of bunions (except by capsular or bone surgery), toe nails (except surgery for ingrown nails), corns, calluses, fallen arches, flat feet, weak feet, chronic foot strain, symptomatic complaints of the feet, purchase of orthopedic shoes or orthotics that are prescribed to treat a foot condition that is not covered. However, this exclusion will not apply to treatment of skin of the feet or toenails if the patient is diabetic.
8. Charges for immunizations (except as specified herein).
9. Charges for weekend admissions (Friday, Saturday). Unless the Hospital bill is accompanied by documentation supporting the need for immediate Hospital admission beginning on a Friday or Saturday, Hospital room and board charges for one (1) or both of those days will not be covered.
10. Charges for non-prescription or over-the-counter drugs or dietary supplements.
11. Charges for Experimental or investigational procedures.
12. Charges which were incurred prior to the effective date of coverage under the Plan, or after coverage is terminated.

13. Charges for services which are not performed according to accepted standards of medical practice for the condition being treated.
14. Charges for Preventive/Maintenance Care, routine physical examinations and immunizations (except as specified herein).
15. Charges for personal services not required in the diagnosis or treatment of an Illness or Injury. Such charges for personal services include charges incurred during a Hospital confinement such as television rental, telephones, barber services or guest meals.
16. Charges for services rendered primarily for training or educational purposes.
17. Charges for eyeglasses or hearing aids, or the examination for their prescription or fitting, except due to accidental Injury occurring while this Plan is in effect, or if the charges are incurred in connection with cataract surgery.
18. Charges which are in excess of the Usual, Customary, and Reasonable Charge.
19. Charges for services which are not Medically Necessary or which have not been recommended by a Physician.
20. Charges for services rendered by a Physician, nurse or licensed therapist if such Physician, nurse or licensed therapist is a Close Relative of the Covered Person, or resides in the same household as the Covered Person.
21. Charges for vitamins.
22. Charges for in vitro fertilization, artificial insemination, fertility drugs or contraceptives.
23. Charges for the reversal of an elective sterilization.
24. Charges for any services received as a result of Injury or Illness due to an act of war which has occurred after the effective date of the Covered Person's coverage, or caused during service in the armed forces of any country.
25. Charges incurred which the Covered Person is not, in the absence of this coverage, legally obligated to pay, or for which a charge would not ordinarily be made in the absence of this coverage.
26. Charges for enrollment in a health, athletic, or similar club or a weight loss program.
27. Charges for purchase or rental of supplies of common use such as exercise cycles, air purifiers, air conditioners, water purifiers, hypoallergenic pillows or mattresses or waterbeds.
28. Charges for purchase or rental of escalators or elevators, saunas, steambaths, swimming pools, or blood pressure kits.
29. Charges for sex transformation and hormones related to such treatment and charges for related psychiatric care.
30. Charges for radial keratotomy, refractive keratoplasty, or any other procedure done to correct nearsightedness or farsightedness.
31. Charges for chelation therapy, except as approved by the Food and Drug Administration.
32. Charges for materials used in occupational therapy.
33. Charges incurred in connection with travel expenses of a Covered Person (other than as specified herein) or a provider.
34. Charges for replacements for artificial limbs, crutches, braces, and other medical appliances, except in the case of dependent children when the Physician certifies that such replacement is necessary.
35. Charges for prescription drugs that are covered under the Prescription Drug Benefit or Mail Order Drug Benefit.

DENTAL EXPENSE BENEFITS

Amount Payable

Benefits are payable for each type of service after the deductible for that type of service (if any) has been satisfied. Benefits are payable at the percentage rate applicable to the type of service. Both the deductible and percentage rates applicable for each type of service are specified in the Schedule of Dental Benefits.

Deductible

The deductible is the amount of covered dental expenses which must first be paid by the Covered Person before benefits for Class II & III Services are payable. The deductible applies only once each calendar year.

Family Deductible

If, in any calendar year, the members of a family incur charges toward their deductible equal to the family deductible amount specified in the Schedule of Dental Benefits, no further deductible is required in connection with any other family member for the balance of that calendar year.

Three-Month Carryover Deductible

Any dental expenses incurred during the last three (3) months of a calendar year which apply toward the deductible for that year will also be applied toward the deductible for the next calendar year.

Maximum Benefit

The maximum benefit payable for each person in any calendar year for Class I, II and III Services combined is specified in the Schedule of Dental Benefits. The maximum lifetime benefit payable for each person for Orthodontic Services is specified in the Schedule of Dental Benefits.

Pre-Determination of Benefits

If the charges for a proposed course of treatment are expected to exceed \$200, each Covered Person can take advantage of a Pre-Determination of Benefits provision. Under this provision, the Covered Person files with Self-Funded Plans, Inc. a Dentist's diagnosis, proposed course of treatment, and expected charges. The Dentist may complete this information on a dental claim form. When a Pre-Determination of Benefits has been made, Self-Funded Plans, Inc. will inform the Covered Person, in advance of treatment, as to the estimated amount of any benefits payable under this Plan with respect to the proposed course of treatment.

Benefits for Temporary Work

Benefits for temporary dental service will be considered a part of the final dental service.

Alternate Treatment

If alternate services or supplies may be employed to treat a dental condition, Covered Dental Expenses will be limited to the Usual, Customary, and Reasonable Charge for those services or supplies which are customarily employed nationwide in the treatment of the Illness or Injury and are recognized by the profession to be appropriate methods of treatment in accordance with broadly accepted national standards of dental practice, taking into account the current total oral condition of the covered family member.

Covered Dental Expenses

Covered Dental Expenses are the Usual, Customary, and Reasonable Charges of a Dentist which the Employee is required to pay for services and supplies listed below which are received by a covered family member in connection with a course of treatment; but only to the extent that the Plan determines that the services rendered and supplies furnished and the course of treatment are:

- a. appropriate and meet professionally recognized national standards of quality; and
- b. are necessary for the treatment of a non-occupational Illness or a non-occupational Injury and are customarily employed nationwide for the treatment of the dental condition;

taking into account the current total oral condition of the covered family member. The following is a complete list of those dental services which will be considered as Covered Dental Expenses:

Class I Services (Preventive & Diagnostic)

1. Oral examination, but not more than two (2) examinations in any twelve (12) month period.
2. Prophylaxis (the cleaning and scaling of teeth), but not more than two (2) prophylaxis treatments in any twelve (12) month period.
3. Topical application of sodium or stannous fluoride; but not more than once in any twelve (12) month period.
4. Emergency pain treatment.
5. Space maintainers.
6. Diagnostic tests, x-rays and laboratory examinations.

Class II Services (Basic Restorative)

1. Fillings (amalgam and silicate).
2. Endodontic treatment, including root canal therapy.
3. Treatment of periodontal and other diseases of the gums and tissues of the mouth.
4. Repair or recementing of crowns, inlays, bridgework, or dentures; or relining of dentures.
5. Extractions.
6. Oral surgery (excluding any charges which are covered under the medical benefits plan).
7. General anesthetics administered in connection with oral surgery, only if Medically Necessary.
8. Injections of antibiotic drugs by the attending Dentist.

Class III Services (Major Restorative)

1. Inlays, onlays, gold fillings, and crowns.
2. Initial installation of fixed bridgework (including inlays and crowns to form abutments).
3. Initial installation of partial or full removable dentures.
4. Replacement of an existing partial or full removable denture or fixed bridgework by a new partial or full removable denture or fixed bridgework, or addition of teeth to an existing partial denture, unless excluded herein.

Orthodontic Services

The term Orthodontic Procedure means the use of active appliances to move teeth, to correct faulty position of teeth (malposition), to correct abnormal bite (malocclusion), or to control harmful habits. An Orthodontic Treatment Plan means a Dentist's report, on a form approved by the Plan, that states the class of malocclusion or malposition; recommends and describes needed treatment by orthodontic procedures; estimates the duration of the treatment;

estimates the total charge for the treatment; and includes cephalometric x-rays, study models and any other supporting evidence that the Plan may reasonably require. A charge is an Eligible Charge if all these conditions are met:

1. It is made for a service or supply furnished in connection with an orthodontic procedure and before the end of the estimated duration shown in the orthodontic treatment plan.
2. An active appliance for that orthodontic procedure is inserted while the person is covered for this benefit.
3. The orthodontic procedure is needed to correct one of these conditions:
 - a. vertical or horizontal overlap of upper teeth over lower teeth (overbite or overjet) of at least four (4) millimeters; or
 - b. faulty alignment (either frontwards or backwards) of the upper and lower arches with each other by at least the width of one (1) tooth section (one [1] cusp); or
 - c. cross-bite; or
 - d. control harmful habits.

No benefit will be payable for any charges for an orthodontic procedure if an active appliance has been installed before the first day on which the person became covered for this benefit. Orthodontic benefits will be paid in equal installments every month. The first monthly period will start on the date an active appliance is installed. The initial down payment will be payable at 20% of the total charge, payable at the coinsurance percentage. If orthodontic treatment is stopped for any reason before it is complete, the benefit will only pay for services and supplies actually received.

When Expenses Are Deemed to be Incurred

Expenses are deemed to be incurred as of the date dental care is performed, except as provided below:

1. Expenses for restorations shall be deemed incurred on the first date of preparation of the tooth or teeth involved, provided the person remains continuously covered during the course of treatment.
2. Expenses or charges for endodontic services shall be deemed incurred on the date the specific root canal procedure commenced, provided the person remains continuously covered during the course of treatment.
3. Expenses for fixed bridgework, crowns, inlays or restorations shall be deemed incurred on the first date of preparation of the tooth or teeth involved, provided the person remains continuously covered during the course of treatment.
4. Expenses for full or partial dentures shall be deemed incurred on the date the final impression is taken, provided the person remains continuously covered during the course of treatment.
5. Expenses for rebase of an existing partial or complete denture shall be deemed incurred on the first day of preparation of the rebase of such denture, provided the person remains continuously covered during the course of treatment.
6. Expenses or charges for orthodontia services shall be deemed incurred on the date the orthodontic procedure commenced, provided the person remains continuously covered during the course of treatment.

Dental Plan Limitations and Exclusions

Dental Expense Benefits do not cover expenses incurred for any of the following:

1. Charges for dental care which is provided solely for the purpose of improving appearance, when form and function of the teeth are satisfactory and no pathological condition exists, including charges for personalization or characterization of dentures.
2. Charges for treatment by other than a Dentist, except that cleaning or scaling of teeth and topical application of fluoride may be performed by a licensed Dental Hygienist, if such treatment is rendered under the supervision and direction of the Dentist.
3. Charges for dental care which does not meet the standards of dental practice accepted by the American Dental Association.
4. Charges for the replacement of a lost, stolen, spare or duplicate prosthetic device.
5. Charges for sealants, for oral hygiene instructions or dietary instruction, for implantology and for plaque control program.
6. Charges for appliances or restorations, other than full dentures, whose primary purpose is to increase vertical dimension or stabilize periodontally involved teeth, or to restore the occlusion.
7. Charges for services or supplies which are furnished prior to the effective date of coverage. In the case of prosthetic devices and crowns, charges will not be covered if the impressions were taken before the date coverage commenced, even though the prosthetic device or crown is not installed until after the date coverage commenced.
8. Charges for replacement of a crown, bridge or denture within five (5) years following the date of its original installation unless such replacement is made necessary by the placement of an original opposing full denture or the extraction of natural teeth; or the bridge or denture, while in the oral cavity, has been damaged beyond repair as a result of an Injury received while the Covered Person is covered under the Employer's Plan.
9. Charges for dental care arising out of or in the course of employment for pay or profit or which is covered by Workers' Compensation or a similar law.

10. Charges for dental care which is furnished while a person is confined in a Hospital operated by the United States Government or any agency thereof (except in a foreign country), or dental care for which the person would not be required to pay if there were no benefits.
11. Charges which the person is not legally required to pay.
12. Charges which are in excess of the Usual, Customary, and Reasonable Charge.
13. Charges for appointments not kept, or for the completion of claims forms.
14. Charges for adjustment or repair to a denture performed within six (6) months of the installation of the denture.
15. Charges for anesthesia, except when considered Medically Necessary and administered in connection with oral or dental surgery.
16. Charges for dental care not included in the list of defined eligible expenses.
17. Charges related to services or supplies of the type normally intended for sport or home use.
18. Charges for dental care resulting from any Injury sustained as a result of war, declared or undeclared.
19. Charges made by a Dentist or Dental Hygienist who normally lives in the Covered Person's home, or is a Close Relative.
20. Charges, if any, that are included as covered medical expenses.

ELIGIBILITY AND EFFECTIVE DATE OF COVERAGE

New Eligible Employees who are enrolled will be covered on the first day of the month coinciding with or next following the date of hire, provided they are Actively at Work on that date (if they are not actively working on that date, coverage begins on the first of the month following the date on which active work begins). They must enroll within 31 days of being eligible for coverage.

Eligible Dependents who are enrolled will be covered on the same date as the Eligible Employee or the date such dependent is acquired (whichever is later), subject to the terms described in the following paragraphs. A newborn of an Eligible Employee will be covered from the moment of birth, provided the newborn is properly enrolled into the Plan as a new dependent within ninety (90) days following the date of birth. Claims submitted for a newborn will not be processed until the newborn is properly enrolled. A spouse will be considered an Eligible Dependent from the date of marriage, provided the spouse is properly enrolled as a dependent of the Eligible Employee within thirty-one (31) days of the date of marriage. If a dependent is acquired other than at the time of his birth, due to a court order, decree, or marriage, that dependent will be considered an Eligible Dependent of the Eligible Employee from the date of such court order, decree, or marriage, provided this new dependent is properly enrolled as a dependent of the Eligible Employee within ninety (90) days of the court order, decree, or marriage. However, if a dependent child is acquired as a result of adoption, that child will be covered the day he is Placed with the adopting parents during the period before the adoption becomes final, provided the child is properly enrolled as a dependent of the Eligible Employee within ninety (90) days of the date of eligibility. The term "Placed" or "Placement" shall mean the assumption and retention by such person of a legal obligation for total or partial support of such child in anticipation of adoption of such child. The child's Placement terminates upon the termination of such legal obligation.

If an Eligible Dependent (other than a newborn child) is confined to the Hospital on his effective date, his coverage shall not become effective until the day immediately following the termination of such confinement.

If an Employee or dependent fails to enroll within thirty-one (31) days of becoming eligible, he will not be eligible for coverage unless he is a special enrollee under HIPAA requirements, or unless it is during the open enrollment period. In addition, if a person is enrolling for coverage more than thirty-one (31) days after becoming eligible due to a change in family status (as described herein), the Pre-Existing Condition Limitation will not apply to such Eligible Employee. In the event that an Eligible Employee or Eligible Dependent does not enroll within 31 days of the date of eligibility, he may complete enrollment during the annual open enrollment period specified by the Plan Administrator (which is the month of August of any year) and coverage will be effective on the next following September 1st.

A person is eligible to enroll in the Plan if (1) the employee's or dependent's Medicaid or CHIP coverage is terminated as a result of loss of eligibility and the employee requests coverage under the plan within 60 days after the termination, or (2) the employee or dependent become eligible for a premium assistance subsidy under Medicaid or CHIP, and the employee requests coverage under the plan within 60 days. Such coverage will be effective on the day following the date coverage is lost under Medicaid or CHIP.

X. CHANGE IN FAMILY STATUS

Changes in family status for which a benefit election change may be permitted include the marriage or divorce of the Eligible Employee; the death of an Eligible Employee's spouse or an Eligible Dependent; the birth or adoption of a child of the Eligible Employee; the termination of employment (or the commencement of employment) of the Eligible Employee's spouse; the switching from part-time to full-time employment status or from full-time to part-time status by the Eligible Employee or the Eligible Employee's spouse; or the taking of an unpaid leave of absence by the Eligible Employee or Eligible Employee's spouse. Election changes are also permitted where there has been a significant change (as determined by the Plan Administrator) in the health coverage of the Eligible Employee, spouse, or ex-spouse attributable to the spouse's or ex-spouse's employment. Benefit election changes are consistent with family status changes only if the election changes are necessary or appropriate as a result of the family status change.

**UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT
RIGHTS ACT OF 1994 PROVISION**

If an Eligible Employee who is enrolled in the Plan is absent from work by reason of service in the uniformed services, the Eligible Employee and his Eligible Dependents, if any, who are enrolled in the Plan may elect to continue coverage under the Plan for a maximum period equal to the lesser of (i) the 24-month period beginning on the date on which the Eligible Employee's absence begins, or (ii) the day after the date on which the Eligible Employee fails to apply for or return to a position of employment as determined by the Employer under the federal Uniformed Services Employment and Reemployment Rights Act of 1994, as may be amended from time to time (the "USERRA"). A person who is eligible to elect to continue health-plan coverage under this provision and who so elects, is required to pay 102 percent of the cost to participate in the Plan (determined in the same manner as the cost to participate in COBRA continuation coverage), except that in the case of an Eligible Employee who performs service in the uniformed services for less than thirty-one (31) days, such person shall pay the employee contribution, if any, for such coverage. Except in the case of any Illness or Injury determined by the Secretary of Veterans' Affairs to have been incurred in, or aggravated during, the performance of service in the uniformed services, in the case of an Eligible Employee whose coverage under the Plan was terminated by reason of service in the uniformed services, any otherwise applicable exclusion or Waiting Period under the Plan shall not be imposed in connection with the reinstatement of such coverage upon reemployment under the USERRA if that exclusion or Waiting Period would not have been imposed under the Plan had coverage of such Eligible Employee by the Plan not been terminated as a result of such service. This paragraph applies to the Eligible Employee and to his Eligible Dependents, if any. "Service in the uniformed services" for purposes of this provision shall mean the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, and a period for which a person is absent from a position of employment for the purpose of an examination to determine the fitness of the person to perform any such duty.

TERMINATION OF COVERAGE

The coverage of any Covered Person shall terminate on the earliest of the following dates:

1. The date of termination of the Plan;
2. The last day of the month coinciding with or next following the date of termination of employment;
3. The date sick leave, or other approved leave of absence, is exhausted (based on the Employer's policy in effect at the time of the leave);
4. The date all coverage or certain benefits are terminated on a particular class by modification of the Plan;
5. The end of the month following the last day in which an Employee receives a paycheck from the Employer;
6. The end of the month following the date the Employee fails to make any required contribution for coverage;
7. The end of the month following the date an Eligible Employee retires; or
8. With respect to an Eligible Dependent, the date coverage terminates for the Eligible Employee or the date such Dependent no longer meets the qualifications of an Eligible Dependent.

THE FAMILY AND MEDICAL LEAVE ACT OF 1993

In the event that the Employer approved a leave under The Family and Medical Leave Act of 1993 (FMLA) for an Eligible Employee, that Eligible Employee may receive up to twelve (12) work weeks of continued benefits under this Plan while on such leave (provided that required contributions, if any, are made by or on behalf of that Eligible Employee). An Eligible Employee returning from an approved leave under The Family and Medical Leave Act, who did not continue benefits under this Plan during such leave, will not be required to satisfy a new waiting period or provide proof of good health upon returning to Actively at Work status and meeting the definition of an Eligible Employee. In addition, such persons will continue to be covered under the Plan as if there had been no break in service, and a new Pre-Existing Condition Limitation will not apply to such persons as long as the condition was covered prior to the approved leave. In the event that an Eligible Employee does not continue benefits under this Plan throughout an approved FMLA leave, the Continuation of Coverage Provision (COBRA) outlined in the Plan will apply to such Eligible Employee in accordance with the following paragraph.

The Continuation of Coverage Provision (COBRA) outlined in the Plan will apply on the earliest of:

1. The date that the Eligible Employee informs the Employer of his intent not to return from such leave; or
2. The date that the Eligible Employee does not return from such leave after the leave is over.

This provision shall include all revisions made to the FMLA regulations, including the following types of leave:

1. Service member family caregiver leave that provides up to 26 weeks of protected unpaid leave in a single 12-month period to an Eligible Employee who is the spouse, child, parent or next-of-kin of a covered service member to care for the service member injured during active duty.
2. A leave of up to 12 weeks in a 12-month period as a result of any "qualifying exigency" because the Eligible Employee's spouse, child or parent is on active duty (or has been notified of an impending call to duty) in the Armed Forces in support of a "contingency operation."

CONTINUATION OF COVERAGE PROVISION (COBRA)

Under certain circumstances (as outlined in this section), an Eligible Employee or Eligible Dependent may elect to continue certain benefits under this Plan, at the Covered Person's own expense, after that person is no longer eligible for coverage. This Plan provides no greater COBRA rights than what COBRA requires (nothing in this Plan is intended to expand the rights of any participant beyond COBRA's requirements).

ELIGIBILITY FOR CONTINUATION. A person who is eligible for continuation coverage is called a "Qualified Beneficiary." The events making a person eligible for continuation coverage are called "Qualifying Events." For a covered employee to become a Qualified Beneficiary, the employee must become ineligible for group coverage because of a Qualifying Event consisting of a termination of the employee's employment (other than because of gross misconduct) or because of a reduction in the number of hours worked.

For a covered spouse or covered child to become a Qualified Beneficiary, the spouse or child must become ineligible for group coverage because of one of the following Qualifying Events:

1. Death of the Eligible Employee;
2. Termination of the Eligible Employee's employment (other than because of the Employee's gross misconduct) or reduction in the number of hours of employment;
3. Divorce or legal separation of the Eligible Employee from the Eligible Employee's spouse. Also, if the Eligible Employee reduces or eliminates coverage for a spouse in anticipation of a divorce or legal separation, and a divorce or legal separation later occurs, then the divorce or legal separation may be considered a Qualifying Event for the Eligible Dependent spouse and/or children even though their coverage was reduced or eliminated before the divorce or legal separation;
4. The Eligible Employee becoming entitled to Medicare; or
5. A dependent child ceasing to meet the definition of "Eligible Dependent."

Provided the Eligible Employee has elected and is covered by continuation coverage, newborn children of the Eligible Employee and children placed for adoption with the Eligible Employee on or after the date of the Qualifying Event that are properly enrolled as Eligible Dependents will be considered Qualified Beneficiaries.

TYPE OF COVERAGE TO BE CONTINUED. A Qualified Beneficiary is entitled to the same coverage that is available to other similarly situated persons covered under this Plan who have not experienced a Qualifying Event.

Proof of good health will not be required.

PERIOD OF CONTINUATION. A Qualified Beneficiary may elect to continue the group coverage beyond the Qualifying Event until the earliest of the following:

1. The end of:
 - a. eighteen (18) months, in a case where the Qualifying Event was a termination of employment or a reduction in hours; or
 - b. thirty-six (36) months, for other Qualifying Events;
2. The date on which the Employer ceases to provide any group health plan to any Eligible Employee;
 3. The date on which coverage ceases under the Plan due to the Qualified Beneficiary's failure to make timely payment of any required premium;
4. The date on which the Qualified Beneficiary first becomes, after the date of election:
 - a. a covered person under any other group health plan. If the other group health plan contains an exclusion or limitation relating to a pre-existing condition, and such exclusion or limitation applies to the Qualified Beneficiary, then the Qualified Beneficiary shall be eligible for continuation coverage as long as the exclusion or limitation relating to the pre-existing condition has not been satisfied or deemed to have been satisfied; or
 - b. entitled to benefits under Medicare (under Part A, Part B, or both)..
5. In the case of a Qualified Beneficiary who is determined by the Social Security Administration (hereinafter SSA) to be disabled, then continuation coverage may continue for up to twenty-nine (29) months for all Qualified Beneficiaries. This extension is available only for Qualified Beneficiaries who are receiving COBRA coverage because of a Qualifying Event that was the Eligible Employee's termination of employment or reduction of hours. The disability must have started at some time before the sixty-first (61st) day after the covered employee's termination of employment or reduction of hours, and must last at least until the end of the period of COBRA coverage that would be available without the disability extension. The disability extension is available only if the Qualified Beneficiary notifies the Plan in writing of the SSA determination of disability (based on the Notification of Qualifying Event procedures outlined herein) within sixty (60) days after the latest of (1) the date of the SSA disability determination; (2) the date of the covered employee's termination of employment or reduction of hours; (3) the date on which the Qualified Beneficiary loses (or would lose) coverage under the terms of the Plan as a result of the covered employee's termination of employment or reduction of hours; or (4) the date on which the Qualified Beneficiary is informed, through the Plan's summary plan description or the general COBRA notice, of his or her obligation to provide notice and the procedures for providing such notice. The Qualified Beneficiary must also provide this notice within eighteen (18) months after the covered employee's termination of employment or reduction of hours in order to be entitled to a disability extension. Required notification procedures are outlined in the section entitled "Notification of

Qualifying Event.” The Employer is authorized to charge the Qualified Beneficiary an increased premium for continuation coverage extended beyond eighteen (18) months pursuant to this provision. In the event that the Qualified Beneficiary is determined by SSA to be no longer disabled, the Qualified Beneficiary shall notify the Employer of this determination within thirty (30) days. This notification shall be satisfied by sending a copy of the SSA letter stating that the Qualified Beneficiary is no longer considered to be disabled by SSA. If during extended coverage for disability (continuation of coverage months nineteen [19] - twenty-nine [29]) a Qualified Beneficiary is determined to be no longer disabled under The Act, continuation coverage shall terminate the last day of the month following thirty (30) days from the date of SSA’s final determination that the Qualified Beneficiary is no longer disabled.

PREMIUM FOR CONTINUATION. The Employer will determine the amount of premium which will be charged for continuation coverage. Premium may, at the election of the payer, be made in monthly installments. Without further notice from the Employer, the Covered Person must pay the monthly premium by the last day of the period before the period for which coverage is to be effective. A thirty (30) day grace period is available before coverage will be retroactively terminated.

If election of continuation coverage is made after the Qualifying Event, payment must be made (in an amount that is current, when taking the grace period into account) within forty-five (45) days of the date of election. No claim will be payable under this provision until the premium is received from, or on behalf of, the Covered Person.

If mailed, the premium is considered to have been made on the date that it is postmarked. If hand-delivered, the premium is considered to have been made when it is received by the COBRA department at the Plan Supervisor’s office. If the check is returned for insufficient funds, the premium will be deemed to be unpaid.

ELECTION PERIOD. A Qualified Beneficiary may elect continuation coverage during the Election Period. The Election Period means the period which:

1. Begins not later than the date on which coverage terminates under the group plan because of the Qualifying Event;
2. Is of at least sixty (60) days duration; and
3. Ends not earlier than sixty (60) days after the later of:
 - a. the date coverage terminates under this Plan because of the Qualifying Event; or
 - b. the date of the notice offering the election of continuation of coverage.

MULTIPLE QUALIFYING EVENTS. If during continuation coverage a Qualified Beneficiary experiences a subsequent Qualifying Event and the original Qualifying Event was termination of the Eligible Employee’s employment (other than for gross misconduct) or reduction in the number of hours of the Eligible Employee’s employment, then that Qualified Beneficiary may be eligible to participate in continuation coverage for up to thirty-six (36) months from the date of the original Qualifying Event.

When Plan coverage is lost due to the end of employment or reduction of the Eligible Employee’s hours of employment, and the Eligible Employee became entitled to Medicare benefits less than eighteen (18) months before the Qualifying Event, COBRA coverage for the Qualified Beneficiaries (other than the Eligible Employee) who lose coverage as a result of the Qualifying Event can last up to thirty-six (36) months after the date of Medicare entitlement. For example, if an Eligible Employee becomes entitled to Medicare eight (8) months before the date on which his employment terminates, COBRA coverage for his spouse and children who lost coverage as a result of his termination can last up to thirty-six (36) months after the date of Medicare entitlement, which is equal to twenty-eight (28) months after the date of the Qualifying Event (thirty-six [36] months minus eight [8] months). This COBRA coverage period is available only if the Eligible Employee becomes entitled to Medicare within eighteen (18) months before the termination or reduction of hours.

To report a subsequent Qualifying Event, the Qualified Beneficiary must send written documentation of the second Qualifying Event to the Employer within sixty (60) days of the later of (a) the occurrence of such Qualifying Event, or (b) the date on which the Qualified Beneficiary loses (or would lose) coverage as a result of the Qualifying Event, or (c) the date on which the Qualified Beneficiary is informed, through the Plan’s summary plan description or the general COBRA notice, of his or her obligation to provide notice and the procedures for providing such notice.

Required notification procedures are outlined in the section entitled “Notification of Qualifying Event.” If the required notification procedures are not followed, then there will be no extension of COBRA due to a second Qualifying Event.

NOTIFICATION OF QUALIFYING EVENT. The Covered Person is responsible for notifying the Employer of the occurrence of the following Qualifying Events

1. divorce or legal separation of the Eligible Employee from the Eligible Employee’s spouse;
2. a dependent child ceasing to be an Eligible Dependent,
3. second qualifying events, entitling certain Qualified Beneficiaries to an extension of the COBRA maximum coverage period for up to thirty-six (36) months;
4. a Qualified Beneficiary’s disability, entitling Qualified Beneficiaries to an eleven (11) month extension of the COBRA maximum coverage period for up to twenty-nine (29) months; and
5. the end of a disabled Qualified Beneficiary’s disability (such that the eleven [11] month disability extension is no longer available).

Such notification must be made within sixty (60) days of the later of (a) the occurrence of such Qualifying Event; (b) the date on which there is a loss of coverage; (c) in the case of a Qualified Beneficiary’s disability, the date of the SSA disability determination; or (d) the date on which the Qualified Beneficiary is informed, through the Plan’s summary plan description or the general COBRA notice, of his or her obligation to provide notice and the procedures for providing such notice.

To report such Qualifying Events, the Covered Person must submit written documentation of the change to the **Treasurer** within the time period noted in this paragraph. The Covered Person must include copies of the relevant paperwork (i.e. the paperwork outlining the Medicare determination of disability, a copy of the divorce decree, etc). If

the notification is deficient, the Employer will request more complete information; if this request for information is not responded to within the required time period, the Notification will be rejected.

TRADE ADJUSTMENT ASSISTANCE OR ALTERNATIVE TRADE ADJUSTMENT ASSISTANCE. Special COBRA rights apply to certain employees and former employees who are eligible for federal trade adjustment assistance (TAA) or alternative trade adjustment assistance (ATAA). These individuals are entitled to a second opportunity to elect COBRA for themselves and certain family members (if they did not already elect COBRA) during a special second election period. This special second election period lasts for 60 days or less. It is the 60-day period beginning on the first day of the month in which an Eligible Employee or former Eligible Employee becomes eligible for TAA or ATAA, but only if the election is made within the six months immediately after the individual's group health plan coverage ended. Employees or former employees who believe they qualify or may qualify for TAA or ATAA should contact the Employer promptly after qualifying for TAA or ATAA.

FMLA. If an Eligible Employee takes FMLA leave and does not return to work at the end of the leave, the Eligible Employee (and the Eligible Employee's Eligible Dependents, if any) will be entitled to elect COBRA if (1) they were covered under the Plan on the day before the FMLA leave began (or became covered during the FMLA leave); and (2) they will lose Plan coverage within 18 months because of the employee's failure to return to work at the end of the leave. (This means that some individuals may be entitled to elect COBRA at the end of an FMLA leave even if they were not covered under the Plan during the leave). COBRA coverage elected in these circumstances will begin on the last day of the FMLA leave, with the same 18-month maximum coverage period (subject to extension or early termination) generally applicable to the COBRA qualifying events of termination of employment and reduction of hours.

ELECTION PROCEDURES. To elect COBRA, the Qualified Beneficiary must complete the Continuation Coverage Election Form and submit it to the Plan Supervisor. Under federal law, the Qualified Beneficiary must have sixty (60) days after the date of the COBRA election notice provided to the Qualified Beneficiary at the time of his Qualifying Event to decide whether he wants to elect COBRA under the Plan. The Continuation Coverage Election Form must be completed in writing and mailed or hand-delivered to the address shown on the form. If mailed, the election must be postmarked (and if hand-delivered, the election must be received by the individual at the Plan Supervisor's office) no later than sixty (60) days after the date of the COBRA election notice provided to the Qualified Beneficiary at the time of the Qualifying Event. If the election is not submitted within these time periods, the individual will lose his right to elect COBRA. The following are not acceptable as COBRA elections and will not preserve COBRA rights: oral communications regarding COBRA coverage, including in-person or telephone statements about an individual's COBRA coverage; and electronic communications, including e-mail. If COBRA is rejected before the due date, the Qualified Beneficiary may change his mind as long as he furnishes a completed Election Form before the due date.

DEFINITIONS OF KEY WORDS

ACTIVELY AT WORK: An Employee shall be considered "Actively at Work" if he reports for work on the date in question at his usual place of employment with his Employer, and such usual place of employment is outside of his home, and if, when he so reports, he is able to perform all of the usual and customary duties of his occupation on a regular and full-time basis. An Employee shall be deemed Actively at Work on each day of a regularly paid vacation or on a regular non-working day on which he is not totally disabled, provided he was Actively at Work on the last preceding regular working day.

ALCOHOLISM TREATMENT FACILITY: A part of a Hospital devoted primarily to alcoholism treatment or a facility primarily established for alcoholism treatment and specifically licensed for that purpose by the jurisdiction in which it is located.

AMBULATORY SURGICAL CENTER: Any public or private establishment with an organized medical staff of Physicians, with permanent facilities that are equipped and operated primarily for the purpose of performing surgical procedures, with continuous Physician services and registered professional nursing services whenever a patient is in the facility, and which does not provide services or other accommodations for patients to stay overnight.

ASSIGNMENT OF BENEFITS: Authorization by the Employee for the Plan Supervisor to pay benefits directly to the provider of the service.

BRAND NON-PREFERRED DRUG: A non-Generic Drug that is not included on the CVS Caremark preferred drug list ("Formulary Drug") for the most commonly prescribed drug categories.

BRAND PREFERRED DRUG: A non-Generic Drug that is included on the CVS Caremark preferred drug list ("Formulary Drug") for the most commonly prescribed drug categories.

CLOSE RELATIVE: The spouse, parent, brother, sister, or child of the Covered Person, or the spouse of the Covered Person's parent, brother, sister or child.

COSMETIC SURGERY: Surgery performed for the purpose of improving appearance rather than for restoring bodily function.

COVERED PERSON: The Employee or any person who is defined in this Plan as a Dependent of the Employee and is covered for benefits under this Plan.

CUSTODIAL CARE: The term "Custodial Care" means any type of service, including room and board and/or institutional service, which is designed essentially to assist a Covered Person, whether disabled or not, in the activities of daily living. Such services include assistance in walking or getting in and out of bed, bathing, dressing, feeding, preparation of special diets and supervision over medication which can normally be self-administered.

DENTAL HYGIENIST: Someone who is currently licensed to practice dental hygiene and is acting under the supervision and direction of a Dentist.

DENTIST: A duly licensed Dentist practicing within the scope of the dental profession and any other Physician furnishing any dental services which such Physician is licensed to perform.

DURABLE MEDICAL EQUIPMENT: Equipment that meets all of the following tests:

1. Is able to withstand repeated use;
2. Is primarily and customarily used to serve a medical purpose;
3. Is not generally useful to a person in the absence of Illness or Injury; and
4. Is covered under Medicare guidelines.

ELIGIBLE DEPENDENTS (medical coverage only): The Eligible Employee's spouse, unless divorced, and all children from birth to twenty-six (26) years of age. The term "children" will include only natural children; stepchildren; legally adopted children (including children Placed with the adopting parents during the period before the adoption becomes final); or children for whom the Eligible Employee is the child's legal guardian. If a child was covered under the previous definition of Eligible Dependents, he/she will remain covered up to the age limits shown in the new definition. Such children do not need to live with the Eligible Employee or to be financially dependent upon the Eligible Employee for support. Such children do not need to be Full-Time Students, and they are also eligible if they are married and/or employed. Dependents of such children will not be eligible for coverage. A child who is physically or mentally incapable of self-support upon attaining the age of twenty-six (26) may be considered an Eligible Dependent while remaining incapacitated, unmarried and continuously covered under the Plan. To continue a child under this provision, proof of incapacity may be required from time to time. The term "Eligible Dependent" shall not include any dependent who is covered as an Eligible Employee. Also, if both parents are employed by the Employer, children will be covered only as Eligible Dependents of one parent. To enroll children for this coverage, the parent should request the appropriate enrollment materials from the Employer. In order for a child to be covered under these provisions, the Eligible Employee must also be enrolled for coverage. Children who meet the criteria will be treated as special enrollees under HIPAA legislation.

In compliance with Ohio House Bill 1 and any amendments thereto, eligibility will be extended for children to age 28 for medical coverage. To be eligible, a child must be unmarried and (1) the natural child, stepchild or legally adopted child of the Eligible Employee; (2) a resident of Ohio or a Full-Time Student; (3) not employed by an employer that offers any health benefit plan under which the child is eligible for coverage; and (4) not eligible for Medicaid or Medicare. Such children do not need to live with the Eligible Employee or to be financially dependent upon the Eligible Employee for support. Children who fit into the parameters outlined above (and who do not otherwise meet the definition of Eligible Dependent outlined in the plan document) may enroll for coverage when the Plan is notified that the child has experienced a change in circumstances and has become newly eligible for coverage under state law. Such children will be treated as a Special Enrollees under this Plan and will also be able to enroll for coverage during the open enrollment period outlined in the Plan. However, the dependents of such children will not be eligible for coverage under this provision. To enroll children for this coverage, the parent should request the appropriate enrollment materials from the Employer. Children who come under this category will be charged a premium for coverage, and they must pay the monthly premium by the last day of the period before the period for which coverage is to be effective. A thirty (30) day grace period is available before coverage will be retroactively terminated. No claim will be payable under this provision until the premium is received from, or on behalf of, the Covered Person. If mailed, the premium is considered to have been made on the date that it is postmarked. If hand-delivered, the premium is considered to have been made when it is received by the enrollment department at the Plan Supervisor's office. If the check is returned for insufficient funds, the premium will be deemed to be unpaid. When the child reaches age 28 and loses coverage under this Plan, the child may elect COBRA coverage. If there are any changes to this law, this Plan will automatically be amended to be in compliance.

ELIGIBLE DEPENDENTS (dental coverage only): The Eligible Employee's spouse, unless divorced or legally separated, and all unmarried children from birth to twenty-three (23) years of age, provided the children are unmarried, not employed on a regular, full-time basis and are fully dependent upon the Eligible Employee for financial support. The term "children" will include only natural children; stepchildren; legally adopted children (including children Placed with the adopting parents during the period before the adoption becomes final); or children permanently residing in the household of which the Employee is the head and actually being supported by the Employee within the meaning of the Internal Revenue Code (provided the Employee is related to the child by blood or marriage or is the child's legal guardian). For the purpose of this paragraph, the term "Placed" or "Placement" shall mean the assumption and retention by such person of a legal obligation for total or partial support of such child in anticipation of adoption of such child. The child's Placement terminates upon the termination of such legal obligation. A child who is physically or mentally incapable of self-support upon attaining the age of twenty-three (23) may be considered a dependent while remaining incapacitated, unmarried and continuously covered under the Plan. To continue a child under this provision, proof of incapacity may be required from time to time.

ELIGIBLE EMPLOYEES: All Employees who work at least thirty (30) hours per week are eligible to be covered by the Plan. Employees who work less than thirty (30) hours per week and are in an exempted class are eligible to be covered by the Plan. Exempted class workers must be regularly scheduled to work in a position budgeted (or funded) for a minimum period of six (6) months in order to be eligible for benefits.

ESSENTIAL HEALTH BENEFITS: Such benefits include ambulatory patient services, emergency services, hospitalization, maternity and newborn care; mental health and substance disorders; prescription drugs; rehabilitative services and devices; laboratory services; preventive and wellness services, chronic-disease management and pediatric services, including oral and vision care.

EMPLOYER: The Employer is the Ashland County-West Holmes Joint Vocational School District.

EXPERIMENTAL: The term Experimental means any treatment, procedure, facility, equipment, drugs, drug usage or supplies not yet recognized by the Plan and any of such items requiring Federal or other governmental agency approval not granted at the time services were rendered.

FREESTANDING BIRTHING FACILITY: The term "Freestanding Birthing Facility" means an institution or facility, either free standing or as part of a Hospital with permanent facilities, equipped and operated for the primary purpose of performing maternity deliveries and to which a patient is admitted to and discharged from within a twenty-four (24) hour period.

FREESTANDING DIALYSIS FACILITY: Any freestanding establishment with permanent facilities that are equipped and operated primarily for the purpose of performing peritoneal, renal or other kinds of dialysis, with continuous Physician services and registered professional nursing services whenever a patient is in the facility. Such facility must be accredited as a dialysis facility by the Healthcare Financing Administration (HCFA). For the purpose of this Plan, a facility meeting these requirements will be considered a Freestanding Dialysis Facility by whatever actual name it may be called; however, a facility located on or in conjunction with or in any way made a part of a regular Hospital shall be excluded from the terms of this definition.

FULL-TIME STUDENT: A Dependent child who is enrolled in and regularly attending an accredited college or university for the minimum number of credit hours required by that college or university in order to maintain Full-Time Student status.

GENERIC DRUG: A drug or medicine which is produced and sold under the chemical name or a shortened version; is approved by the U.S. Food and Drug Administration as safe and effective; is produced after the original patent expires; is produced by a company different from the one that first patented the chemical formulation; and costs less than the product produced by the company that first patented the chemical formulation.

HOSPITAL: An institution engaged primarily in providing medical care and treatment of ill and injured persons on an Inpatient basis at the patient's expense and which in the opinion of the Plan Administrator meets the tests set forth in 1 or 2 below:

1. It is accredited as a Hospital by the Joint Commission on Accreditation of Hospitals.
2. It meets all the following tests:
 - a. it maintains, on the premises, diagnostic and therapeutic facilities for surgical and medical diagnosis and treatment of ill and injured persons by or under the supervision of a staff of duly qualified Physicians; and
 - b. it continuously provides, on the premises, 24-hour-a-day nursing service by or under the supervision of registered graduate nurses; and
 - c. it is operated continuously with organized facilities for operative surgery on the premises.

The term "Hospital" does not include a hotel, rest home, nursing home, convalescent home, facility for Custodial Care of the mentally ill or of the aged, or an institution primarily for the treatment of drug addiction or alcoholism.

ILLNESS: A bodily disorder, disease, physical illness, mental infirmity, or functional nervous disorder of a Covered Person. A recurrent illness will be considered one (1) illness. Concurrent illnesses will be considered one (1) illness unless the concurrent illnesses are totally unrelated. All such disorders existing simultaneously which are due to the same or related causes shall be considered one (1) illness.

INJURY: An accidental physical injury to the body caused by unexpected external violent means. A strain will not be considered due to an injury.

INPATIENT: A Covered Person shall be considered to be an "Inpatient" if he is admitted to a Hospital, Hospice or Convalescent Facility for treatment, and charges are made for room and board to the Covered Person as a result of such treatment. He will also be considered to be an "Inpatient" if the confinement is a Partial Confinement as defined herein, or if he is in observation status for a period of twenty-four (24) hours or more.

MEDICALLY NECESSARY: "Medically Necessary" means that there is an illness or injury which requires treatment, and the confinement, service or supply used to treat the illness or injury is:

1. Required;
2. Generally professionally accepted as the usual, customary, and effective means of treating the illness or injury in the United States; and
3. Approved by regulatory authorities such as the Food and Drug Administration or the American Medical Association.

Diagnostic x-rays and laboratory tests are "Medically Necessary" when:

1. Performed due to definite symptoms of illness or injury; or
2. They reveal a need for treatment.

NAMED FIDUCIARY: The Named Fiduciary is the Employer, which has the authority to control and manage the operation and administration of the Plan.

NURSE-MIDWIFE: A person certified to practice as a Nurse-Midwife, who has an active license as a registered nurse granted by a board of nursing, and who has completed a state approved program for the preparation of Nurse-Midwives.

OUTPATIENT: A Covered Person shall be considered to be an "Outpatient" if he receives medical care, treatment, services or supplies at a clinic, a Physician's office, a Hospice, or a Hospital if not considered an Inpatient at that Hospital (as determined by this Plan's definition of Inpatient).

PARTIAL CONFINEMENT: Partial Confinement means treatment for at least three (3) hours, but no more than twelve (12) hours, in any twenty-four (24) hour period, with a duration of at least three (3) consecutive days.

PHYSICIAN: A person duly licensed under the governing authority to perform the services rendered and covered for benefits under the Plan. Should such person be other than a Medical Doctor, Doctor of Osteopathy, or Doctor of Dental Surgery, the statutes of the applicable jurisdiction require that such person be recognized as a Physician to the extent that he is performing services within the scope of his license.

PLAN ADMINISTRATOR: The Plan Administrator is responsible for the day-to-day functions and management of the Plan. The Plan Administrator may employ persons or firms to process claims and perform other Plan-connected services. The Plan Administrator is named in the General Information section of this plan document.

PLAN SPONSOR: The Plan Sponsor is the entity that sponsors this Plan. The Plan Sponsor is named in the General Information section of this plan document.

PLAN SUPERVISOR: The company providing services to the Employer in connection with the operation of the Plan and performing such other functions, including processing and payment of claims, as may be delegated to it. The Plan Supervisor is Self-Funded Plans, Inc.

PREVENTIVE/MAINTENANCE CARE: Any care that seeks to prevent illness, prolong life, promote health, enhance the quality of life and/or maintain the optimum state of health after the patient has reached a maximum level of recovery.

SEMI-PRIVATE ROOM RATE: The charge made by a Hospital for a room containing two (2) or more beds, including such charges in the intensive care unit.

SKILLED NURSING FACILITY: An institution which is licensed to provide, on an Inpatient basis, for persons convalescing from an Injury or Illness, professional nursing services and physical restoration services to assist patients to reach a degree of body functioning to permit self-care in essential daily living activities. Also called a Convalescent Facility.

TOTAL DISABILITY: In the case of an Employee, the inability to perform the duties of his regular occupation and the inability to perform any other work for compensation or profit. In the case of a Dependent, the inability to perform the normal duties of a person of the same sex and of comparable age.

URGENT CARE FACILITY: A free-standing facility which is engaged primarily in providing minor emergency and episodic medical care to a Covered Person. A board-certified Physician, a registered nurse, and a registered x-ray technician must be in attendance at all times that the facility is open. The facility must include x-ray and laboratory equipment and a life support system. For the purpose of this Plan, a facility meeting these requirements will be considered to be an Urgent Care Facility, by whatever actual name it may be called; however, a facility located on or in conjunction with or in any way made a part of a regular Hospital shall be excluded from the terms of this definition.

USUAL, CUSTOMARY, AND REASONABLE CHARGE (UCR): The UCR Charge for services is based on a relative value system for the types of services performed, taking into consideration the geographic areas where the services are performed, as well as the fees being charged within those geographic areas. The UCR Charge for supplies is based on a relative value system for the types of supplies provided, taking into consideration the geographic areas where the supplies are provided, as well as the fees being charged within those geographic areas. The calculation for UCR Charge takes into consideration any unusual circumstances or complications which require additional time, skill or experience in connection with the particular service or procedure.

MEDICARE PROVISION

For those Eligible Employees or spouses of Eligible Employees (who have Plan coverage by virtue of the Eligible Employee's current employment status as defined in Medicare), who are age sixty-five (65) or older and who are entitled to benefits under Medicare, this Plan will pay primary benefits, unless the Eligible Employee or spouse refuses coverage under this Plan. If such Eligible Employee or spouse refuses coverage under this Plan, Medicare will be the sole source of benefits. Eligible Employees or spouses of Eligible Employees who have enrolled in this Plan are deemed to have accepted coverage under this Plan until the Plan Administrator receives a written election indicating that an Eligible Employee or spouse of an Eligible Employee refuses coverage under this Plan. Any charges which are not paid under this Plan should be submitted to Medicare. For COBRA Qualified Beneficiaries who are age sixty-five (65) or older and who are entitled to benefits under Medicare, this Plan will pay secondary benefits.

For those Eligible Employees or Eligible Dependents who are entitled to benefits under Medicare because of total disability (and who are not or could not be entitled to benefits under Medicare on the basis of End Stage Renal Disease), Medicare benefits will be primary and this Plan will pay secondary benefits. For COBRA Qualified Beneficiaries who are entitled to benefits under Medicare because of total disability (and who are not or could not be entitled to benefits under Medicare on the basis of End Stage Renal Disease), this Plan will pay secondary benefits.

For the purpose of this paragraph, the time that a person is an Eligible Employee or Eligible Dependent is added to the time that a person is a COBRA Qualified Beneficiary to determine whether the Plan pays primary benefits or secondary benefits. For those Eligible Employees or Eligible Dependents who are entitled to benefits under Part A of Medicare solely on the basis of End Stage Renal Disease, the Plan will pay primary benefits during the 30-month period beginning on the earlier of: the first month in which the Eligible Employee or Eligible Dependent becomes entitled to benefits under Part A of Medicare; or the first month in which the Eligible Employee or Eligible Dependent would have been entitled to benefits under Part A of Medicare if such person had filed an application for such benefits. After the expiration of such 30-month period, Medicare benefits will be primary and this Plan will pay secondary benefits (any charges which are not paid under this Plan should be submitted to Medicare).

For those Eligible Employees or Eligible Dependents who are entitled to benefits under Medicare solely on the basis of End Stage Renal Disease and who subsequently become entitled to benefits under Medicare for the reason of attaining age sixty-five (65) or for a disability other than End Stage Renal Disease, the Plan will pay in accordance with the End Stage Renal Disease provisions stated above.

For those Eligible Employees or Eligible Dependents who are entitled to benefits under Medicare on the basis of attaining age sixty-five (65), and who subsequently become entitled to benefits under Medicare on the basis of End Stage Renal Disease, the End Stage Renal Disease provisions stated above will apply but only if, prior to such entitlement to benefits under Medicare on the basis of End Stage Renal Disease, the Plan was to pay primary benefits and Medicare was to pay secondary benefits under other provisions of the Plan.

For those Eligible Employees or Eligible Dependents who are not entitled to benefits under Medicare on the basis of attaining age sixty-five (65) or because of disability (other than End Stage Renal Disease), and who become entitled to benefits under Medicare on the basis of attaining age sixty-five (65) or because of disability (other than End Stage Renal Disease) and, simultaneously, End Stage Renal Disease, the End Stage Renal Disease provisions stated above will apply.

COORDINATION OF BENEFITS

The Coordination of Benefits provision is intended to prevent payment of benefits which exceed expenses. It applies when any person who is covered under this Plan is also covered by any other plan or plans. When more than one coverage exists, one plan normally pays its benefits in full and the other plans pay a reduced benefit. This Plan will always either pay its benefits in full or a reduced amount which, when added to the benefits payable by the other plan or plans, will not exceed 100% of allowable expenses. When any person is eligible for coverage under two or more plans, it is necessary to determine which plan is primary and which plan is secondary. The following rules are used to determine the primary carrier.

1. A plan which does not have a non-duplication of benefits or coordination of benefits provision will be the primary carrier.
2. If all the plans have Coordination of Benefits provisions, a plan is primary if it covers the person as an employee, and secondary if it covers the person as a dependent.
3. The primary plan is the plan that covers the person as an active, full-time employee, or that employee's dependent. The secondary plan is the plan that covers that person in a status other than as an active, full-time employee, or that employee's dependent.
4. If a person is covered as a dependent child under more than one plan:
 - a. the plan of the parent whose birthday falls earlier in the year is the primary plan;
 - b. if the father and mother have the same birthday, the plan covering the parent longer is the primary plan;
 - c. if the other plan's provisions for coordination of benefits does not follow the rule of this plan (as stated in 4a & b), then the rules for coordination of benefits of the other plan shall determine the order of benefits;
 - d. if more than one plan covers a person as a dependent child of divorced or separated parents, benefits for the child will be determined by the specific terms of the Court decree. If the Court decree states which parent is responsible for the health care expenses of the child then that parent's plan shall be primary. If there is no Court decree or the Court decree is silent as to which parent is responsible for the health care expenses of the child, or if the Court decree is not being followed by the parent who is supposed to be providing coverage, then the plan that will pay primary benefits will be determined in the following order:
 - (i) the plan of the parent with custody of the child;
 - (ii) the plan of the spouse of the parent with custody of the child;
 - (iii) the plan of the parent without custody of the child.
5. When the above rules do not establish an order of benefit determination, the benefits of a Plan which has covered the person for the longer period of time shall be determined before the benefits of a Plan which has covered the person the shorter period of time.
6. When this provision operates to reduce the total amount of benefits otherwise payable under this Plan as to a person for any Claim Determination Period, each benefit that would be payable in the absence of this Coordination of Benefits provision shall be reduced proportionately, and such reduced benefit shall be charged against any applicable benefit limit of this Plan.

This Plan will coordinate benefits with any of the following types of coverage:

1. Group, blanket, franchise, or individual insurance coverage;
2. Hospital services payment plans, medical services prepayment plans, health maintenance organizations, or other group prepayment coverage;
3. Any coverage under labor-management trustee plans, union welfare plans, or employee organization plans, or employee benefit organization plans;
4. Any coverage provided by automobile "No Fault" legislation or any coverage provided by the Social Security Act or any other statute, including but not limited to Medicare;

5. Any employer-sponsored non-insured employee benefit plans;
6. Any coverage for students which is sponsored by, or provided through, a school or other educational institution.

SUBROGATION

If any payments are made to or on behalf of a Covered Person and such payments arise as a result of an Injury, Illness or other condition for which the Covered Person has, or may have, or asserts any claim or right of recovery (including, without limitation, claims for pain and suffering, loss of consortium, consequential, punitive, exemplary or other damages) against a third party or parties, then any payments made by the Plan for such medical expenses shall be made on the condition and with the agreement and understanding that the Covered Person shall reimburse the Plan to the extent of (but not exceeding) any amount or amounts recovered by or on behalf of the Covered Person (including the Covered Person's estate) from any third party by way of settlement or in satisfaction of any judgment relating to said claims. The Plan shall be entitled to reimbursement in full in accordance with this paragraph irrespective of whether the Covered Person has been fully compensated for all or any of said claims. As security for the Plan's rights to such reimbursements, the Plan shall be subrogated to all claims, demands, actions or rights of recovery of the Covered Person against any third party or parties (or their insurers) to the extent of any and all payments made by the Plan; and any Covered Person that takes any action prejudicing or otherwise impairing the subrogation rights of the Plan shall be liable to the Plan for any losses to the Plan caused by such action. Any action prejudicing or otherwise impairing the subrogation rights of the Plan made by the Covered Person shall also terminate the Plan's obligation to make payments to or on behalf of the Covered Person. Each Covered Person agrees to execute and deliver all necessary instruments, to furnish such information and assistance, and to take any action the Plan Administrator may require to facilitate enforcement of its rights. The Plan shall withhold payments of claims made under this Plan, to the extent that the Plan has reason to believe that said claims arise as a result of any act of a third party, until the Covered Person or Covered Person's legal representative executes a subrogation agreement.

The subrogation rights of the Plan as set forth in these paragraphs also apply to payments made by the Covered Person's own auto insurance (with the exception of payment for property damage).

For purposes of these paragraphs and any subrogation agreement executed pursuant hereto, the term Covered Person shall include heirs, guardians, executors or other representatives of the Covered Person.

MISCELLANEOUS PROVISIONS

RIGHT TO RECEIVE AND RELEASE NECESSARY INFORMATION

Whenever payments have been made by the Plan in an amount which exceeds the maximum amount of payment allowed under the Plan at that time, the Plan shall have the right to recover such payment irrespective of to whom it was paid, to the extent of such excess from among one or more of the following parties: any persons to whom or with respect to whom such payments were made, any insurance companies, or any other organizations or persons.

FACILITY OF PAYMENT

Whenever payments that should have been made under the Plan in accordance were made by another Plan, the Plan shall have the right, exercisable alone and at its sole discretion, to reimburse the other plan in the amount that would have been paid by this Plan. Such reimbursement shall be deemed payment for covered services and the Plan shall be fully discharged from liability.

RIGHTS OF RECOVERY

Whenever payments have been made by the Plan with respect to covered services in a total amount in excess of the maximum amount of payment necessary at that time to satisfy the intent of this provision, irrespective of to whom paid, the Plan shall have the right to recover such payments to the extent of such excess from among one or more of the following, as the Plan shall determine: any persons to whom or with respect to whom such payments were made, any insurance companies, any other organizations or persons.

DISCRETIONARY AUTHORITY

The Plan Administrator shall have the discretionary power and authority to: determine eligibility for benefits; interpret or construe the terms of the Plan and any other writing affecting the establishment or operation of the Plan; determine questions of fact which arise in connection with the Plan; and decide all matters arising under the Plan, based on the applicable facts and circumstances.

DECLARATORY JUDGMENT

In the event that a question of coverage is presented to a court of competent jurisdiction through a declaratory judgment, and the court rules that the Plan is responsible for providing coverage, then the Plan will cover the expense to the extent permitted by all other Plan provisions.

PLAN MODIFICATION AND AMENDMENT

The Plan Sponsor may modify or amend the Plan from time to time at its sole discretion and the amendments or modifications which affect the Plan Members will be communicated to them.

PLAN TERMINATION

The Plan Sponsor may terminate the Plan at any time. Any termination of the Plan will be communicated to Plan Members.

ASSIGNMENT OF BENEFITS

In the event a Covered Person has executed an Assignment of Benefits, the Plan shall pay benefits directly to the provider of service. If the Plan receives notification from a provider that the provider has the Covered Person's authorization to assign benefits on file, then that shall be acceptable notice to the Plan that an Assignment of Benefits has been executed.

PROOF OF CLAIMS

Written proof of claims must be furnished to the Plan by or on behalf of the Covered Person or the provider within twelve months (12) after the date such claims are incurred (a claim shall be considered incurred on the date the service is rendered or the supply is received). Proof of claims includes the following:

An itemized bill for the service or supply must be furnished to the Plan. An itemized bill for all professional services must include a diagnosis (ICD) code and a CPT (Current Procedural Terminology) code for each service provided.

The Eligible Employee must complete one (1) Employee Statement on a frequency to be determined by the Plan Administrator.

If the Plan Administrator or Plan Supervisor requests information from the Eligible Employee, the Eligible Employee must furnish such information as requested.

If the Plan Administrator or Plan Supervisor requests information from a provider and the provider does not furnish the requested information, the Eligible Employee will be required to obtain the requested information and furnish it to the Plan Administrator or Plan Supervisor.

All of the above requirements must be met within the twelve (12) month time period in order for the claim to be considered.

PAYMENT OF CLAIMS

All Plan benefits are payable to the Eligible Employee, unless the Eligible Employee has assigned such benefits to the provider of services. If the Plan Administrator determines that any Eligible Employee entitled to Plan Benefits is incompetent, the Plan Administrator may cause all Plan benefits thereafter becoming due to such Eligible Employee to be made to any other person for his benefit, without the responsibility to follow the application of amounts so paid. Any benefits otherwise payable to an Eligible Employee following the date of death of such Eligible Employee shall be paid to his or her spouse, or, if there is no surviving spouse, to his or her estate. Payments made pursuant to this section shall completely discharge the obligation of the Plan and the Plan Administrator.

ACTIONS

No action at law or in equity shall be brought to recover on the Plan prior to the expiration of sixty (60) days after proof of loss has been filed in accordance with the requirements of the Plan, nor shall such action be brought at all unless brought within three (3) years from the expiration of the time within which proof of loss is required by the Plan.

CONFORMITY OF LAW

If any provision of this Plan is contrary to any law to which it is subject, such provision is hereby amended to conform thereto.

CHANGE IN PLAN PROVISIONS

Any change in Plan provisions will apply only to expenses incurred on or after the effective date of the Plan change. If, on the effective date of a Plan change, a Covered Person is confined in a Hospital, the Plan provisions in force before the effective date of the change will continue in force until, in the case of the Eligible Employee, the Eligible Employee returns to work for one full day, or, in the case of an Eligible Dependent, the Eligible Dependent is released from the Hospital.

PLAN IS NOT A CONTRACT

The Plan shall not be deemed to constitute a contract between the Plan Sponsor and any Employee/member or to be a consideration for, or an inducement or condition of, the employment of an Employee/member. Nothing in the Plan shall be deemed to give an Employee/member the right to be retained in the service of the Plan Sponsor or to interfere with the right of the Plan Sponsor to discharge any Employee/member at any time; provided, however, that the foregoing shall not be deemed to modify the provisions of any collective bargaining agreements which may be made by the Plan Sponsor with the bargaining representatives of any Employee/members.

FORM OF WORDS

A pronoun or adjective in the masculine gender includes the feminine gender, and the singular includes the plural, unless the content clearly indicates otherwise.

EXAMINATION

The Plan Administrator, at the Plan's expense, shall have the right and opportunity to have the Covered Person examined whose Injury or Illness is the basis of a claim hereunder when and so often as it may reasonably require during the pendency of claim hereunder. If the Plan requires that the Covered Person be examined by a Physician of the Plan's choice, and the Covered Person does not comply with this request, the Plan has the right to deny benefits for the claim in question. The Plan Administrator also has the right and opportunity to have an autopsy performed in case of death where it is not forbidden by law.

WORKERS' COMPENSATION NOT AFFECTED

This Plan is not in lieu of, and does not affect any requirement for coverage by Workers' Compensation Insurance.

MEDICAID PROVISION

Payments for benefits will be made in accordance with any assignment of rights made by or on behalf of a Covered Person as required by a State plan for medical assistance approved under title XIX of the Social Security Act pursuant to section 1912(a)(1)(A) of such Act as in effect on August 10, 1993. The fact that an Eligible Employee or Eligible Dependent is eligible for or is provided medical assistance under a State plan for medical assistance approved under title XIX of the Social Security Act will not be taken into account for determining eligibility or determining or providing benefits under this Plan. To the extent that payment has been made under a State plan for medical assistance approved under title XIX of the Social Security Act and this Plan would provide a benefit for those items or services constituting such assistance, payment for benefits under this Plan will be made in accordance with

any State law which provides that the State has acquired the rights with respect to the Covered Person to such payment for such items or services.

X. INDEPENDENT REVIEW PROVISIONS

Y. Ohio Superintendent of Insurance Review of Plan Coverage

In the event that a Covered Person has been denied coverage of a health care service on the grounds that the service is not a service covered under the terms of the Plan, and the Covered Person has exhausted the Plan's appeal procedures, and the Covered Person has submitted a written request to the Ohio Superintendent of Insurance to review the denial, and the Ohio Superintendent of Insurance notifies the Plan that the service is a service covered under the terms of the Plan, then the Plan will cover such service.

If the Ohio Superintendent of Insurance notifies the Plan that making the determination requires the resolution of a medical issue, the Covered Person may request an external review of the denial in accordance with the "External Review of Medical Necessity" provision below or the "External Review for Terminal Illness" provision below.

Z. External Review of Medical Necessity

An external review of medical necessity shall mean a review conducted in accordance with applicable law by an independent review organization assigned by the Ohio Superintendent of Insurance.

A Covered Person (or the Covered Person's parent, guardian, or other person authorized to act on behalf of the Covered Person with respect to health care decisions) may request an external review of medical necessity provided:

1. the request is in writing;
2. the Plan has denied, reduced, or terminated coverage for what would be a covered health care service except that the Plan has determined that the health care service is not Medically Necessary;
3. the proposed service, plus any ancillary services and follow-up care, will cost the Covered Person more than \$500 if the proposed service is not covered by the Plan; and
4. the request is accompanied by written certification from the Covered Person's provider or the health care facility rendering the health care service to the Covered Person that the proposed service, plus any ancillary services and follow-up care, will cost the Covered Person more than \$500 if the proposed service is not covered by the Plan.

A Covered Person need not be afforded an External Review of Medical Necessity if:

1. the Ohio Superintendent of Insurance has determined that the health care service is not a service covered under the terms of the Plan pursuant to the Ohio Superintendent of Insurance Review of Plan Coverage provision above;
2. the Covered Person has failed to exhaust the appeal procedures of the Plan; or
3. the Covered Person has previously been afforded an external review of medical necessity for the same denial of coverage and no new clinical information has been submitted to the Plan.

The Plan may deny a request for an external review of medical necessity if the request is made later than sixty (60) days after receipt by the Covered Person of notice from the Ohio Superintendent of Insurance pursuant to the Ohio Superintendent of Insurance Review of Plan Coverage provision above, that making a determination on the denied, reduced or terminated coverage for the health care service requires the resolution of a medical issue.

An external review of medical necessity may also be requested by the Covered Person's provider or the health care facility rendering health care services to the Covered Person provided the provider or health care facility obtains the prior consent of the Covered Person and satisfies the other requirements for making the request.

In the event that a Covered Person's provider certifies that the Covered Person's condition could, in the absence of immediate medical attention result in:

1. placing the health of the Covered Person or, with respect to a pregnant woman, the health of the Covered Person or the unborn child, in serious jeopardy;
2. serious impairment to bodily functions; or
3. serious dysfunction of any bodily organ or part,

the Covered Person may request an expedited external review of medical necessity.

If an expedited external review of medical necessity is permitted, the Covered Person does not have to provide evidence that the proposed service, plus any ancillary services and follow-up care, will cost the Covered Person more than \$500 if the proposed service is not covered by the Plan or the written certification from the Covered Person's provider or the health care facility rendering the health care service to the Covered Person that the proposed service, plus any ancillary services and follow-up care, will cost the Covered Person more than \$500 if the proposed service is not covered by the Plan. An expedited external review of medical necessity may be requested orally or by electronic means provided that written confirmation of the request is submitted to the Plan not later than five (5) days after the request is made.

The Plan will provide any coverage determined by the independent review organization's decision to be Medically Necessary, subject to the other terms, limitations, and conditions of the Plan. The cost of the external review of medical necessity shall be paid by the Plan.

AA. External Review for Terminal Illness

An external review for terminal illness shall mean a review conducted in accordance with applicable law by an independent review organization assigned by the Ohio Superintendent of Insurance.

A Covered Person may request an external review for terminal illness provided:

1. the request is in writing;
2. the Covered Person has a terminal condition that, according to the current diagnosis of the Covered Person's Physician, has a high probability of causing death within two (2) years;

3. the Covered Person requests a review not later than sixty (60) days after receipt by the Covered Person of notice from the Ohio Superintendent of Insurance pursuant to the Ohio Superintendent of Insurance Review of Plan Coverage provision above, that making a determination requires the resolution of a medical issue;
4. the Covered Person's Physician certifies that the Covered Person has a terminal condition that, according to the current diagnosis of the Covered Person's Physician, has a high probability of causing death within two (2) years and any one of the following is applicable: standard therapies have not been effective in improving the condition of the Covered Person; standard therapies are not medically appropriate for the Covered Person; or there is no standard therapy covered by the Plan that is more beneficial than the therapy described in provision 5. below;
5. the Covered Person's Physician has recommended a drug, device, procedure, or other therapy that the Physician certifies, in writing, is likely to be more beneficial to the Covered Person, in the Physician's opinion, than standard therapies, or the Covered Person has requested a therapy that has been found in a preponderance of peer-reviewed published studies to be associated with effective clinical outcomes for the same condition;
6. the Covered Person has been denied coverage by the Plan for a drug, device, procedure, or other therapy, recommended or requested pursuant to provision 5. above and has exhausted the Plan's Appeal Procedures; and
7. the drug, device, procedure, or other therapy, for which coverage has been denied, would be covered under the Plan except for the Plan's determination that the drug, device, procedure, or other therapy is Experimental or investigational.

In the event that a Covered Person's Physician determines that a therapy would be significantly less effective if not promptly initiated, an expedited external review for terminal Illness may be requested. A request for an expedited external review for terminal Illness may be made orally or by electronic means provided that written confirmation of the request is submitted to the Plan not later than five (5) days after the request is made. The Covered Person's provider must certify that the requested or recommended therapy would be less effective if not promptly initiated.

The opinion of the majority of the experts on the panel selected by the independent review board will be binding on the Plan with respect to the Covered Person. If the opinions of the experts on the panel are evenly divided as to whether the therapy should be covered, the Plan will provide such coverage. The cost of the external review for terminal Illness shall be paid by the Plan.

If the Plan's initial denial of coverage for a therapy recommended or requested pursuant to provision 4. above is based upon an external review for terminal Illness of that therapy that meets the requirements of the applicable Ohio law for external reviews of a therapy for a terminal condition, a second external review of the therapy will not be required.

V. How to Request an Expedited Review of Medical Necessity

Written requests for an expedited review of medical necessity and written confirmation of oral or electronic requests for an expedited review of medical necessity should be addressed as follows and sent to:

EXPEDITED REVIEW OF MEDICAL NECESSITY
ASHLAND COUNTY-WEST HOLMES J.V.S.
c/o Medillume III, Inc.
1444 Hamilton Ave.
Cleveland, OH 44114

Oral requests for an expedited review of medical necessity should be made by calling:
(216) 377-7233.

Electronic requests for an expedited review of medical necessity should be addressed and sent as follows:

For fax transmissions:

EXPEDITED REVIEW OF MEDICAL NECESSITY
ASHLAND COUNTY-WEST HOLMES J.V.S.
c/o Medillume III, Inc.
Via Fax Transmission
and fax to (216) 566-0171

VII. How to Request an Expedited Review for Terminal Illness

Written requests for an expedited review for terminal Illness and written confirmation of oral or electronic requests for an expedited review for terminal Illness should be addressed as follows and sent to:

EXPEDITED REVIEW FOR TERMINAL ILLNESS
ASHLAND COUNTY-WEST HOLMES J.V.S.
c/o Medillume III, Inc.
1444 Hamilton Ave.
Cleveland, OH 44114

Oral requests for an expedited review for terminal Illness should be made by calling:
(216) 377-7233.

Electronic requests for an expedited review for terminal illness should be addressed and sent as follows:

For fax transmissions:

EXPEDITED REVIEW FOR TERMINAL ILLNESS
ASHLAND COUNTY-WEST HOLMES J.V.S.
c/o Medillume III, Inc.
Via Fax Transmission
and fax to (216) 566-0171

ELIGIBILITY AUDIT RULES

This Plan shall be in compliance with the School Employee Health Care Board (SEHCB) Dependent Eligibility Audit Rules. Random eligibility audits will be performed for existing members, and proof of eligibility will be required (to include but not be limited to marriage certificates, birth certificates and adoption papers). All employees hired after the effective date of this law will be required to provide proof of eligibility for all members.

PROHIBITION OF RESCISSION OF COVERAGE

This Plan shall not rescind coverage for individuals who are covered under the plan, except in cases where the individual has engaged in fraud or made an intentional misrepresentation of material fact, as prohibited by the terms of the Plan and with advance notice. The term Rescission shall mean a cancellation or discontinuance of coverage that has retroactive effect. A cancellation or discontinuance of coverage is *not* a rescission if the cancellation or discontinuance of coverage has only a prospective effect; or the cancellation or discontinuance of coverage is effective retroactively to the extent it is attributable to a failure to timely pay required premiums or contributions toward the cost of coverage. The Plan must provide at least 30 days' advance written notice to each participant who would be affected before coverage may be rescinded.

INTERNAL AND EXTERNAL APPEALS PROCESS

Request for external review. A claimant can file a request for an external review generally within four months after receiving a notice of an adverse benefit determination or a final internal adverse benefit determination.

Preliminary review. Within five business days after receiving the external review request, the Plan must complete a preliminary review of the request to determine whether the claimant is or was covered under the Plan at the time the health care expense was requested or, in the case of a retrospective review, was covered under the plan at the time the health care service was provided; the adverse benefit determination or the final adverse benefit determination does not relate to the claimant's failure to meet the eligibility requirements under the terms of the plan; the claimant has exhausted the plan's internal appeal process, if required to do so; and the claimant has provided all the information and forms required to process an external review.

Within one business day after completion of the preliminary review, the Plan must issue a written notification to the claimant. If the request is complete but not eligible for external review, the notification must include the reasons for ineligibility and contact information for the DOL's Employee Benefits Security Administration. If the request is not complete, the written notification must describe the information needed to complete the request, and the claimant must be permitted to perfect the request within the four-month filing period or within 48 hours after receiving the notification, whichever is later.

Referral to independent review organization. The Plan must assign an independent review organization (IRO) that is accredited by the Utilization Review Accreditation Committee (URAC) or by a similar nationally recognized accrediting organization, to conduct the external review. The IRO will make a final decision within 45 days. The decision of the IRO is binding on the Plan. In order to prevent against bias and ensure independence, the plan must contract with at least three (3) IROs for assignments under the Plan and rotate claim assignments among them (or incorporate other independent, unbiased methods for selection of IROs, such as random selection).

Reversal of plan's decision. Upon receipt of a notice of a final external review decision that reverses the adverse benefit determination or final internal adverse benefit determination, the Plan immediately must provide coverage or payment (including immediately authorizing or immediately paying benefits) for the claim.

Expedited External Review for Self-Insured Group Health Plans

Request for expedited review. The Plan must permit a claimant to make a request for an expedited external review if the claimant receives an adverse benefit determination (or a final internal adverse benefit determination) that involves a medical condition of the claimant for which the time frame for completion of an expedited internal appeal (or a standard external review in the case of a final internal adverse benefit determination) would seriously jeopardize the life or health of the claimant or would jeopardize the claimant's ability to regain maximum function. In addition, the Plan must permit a claimant to make a request for an expedited external review if the claimant receives a final internal adverse benefit determination that concerns an admission, availability of care, continued stay, or health care item or service for which the claimant received emergency services, but has not been discharged from a facility.

Preliminary review. Immediately upon receipt of the request for expedited external review, the Plan must conduct a preliminary review and provide written notification, abiding by the same preliminary review and written notification requirements that apply to standard external reviews (as described above).

Referral to independent review organization. The Plan must assign the claim to an IRO, if it is determined that the request is eligible for external review, abiding by the same assignment requirements that apply to standard external reviews (as described above). The assigned IRO, to the extent the information or documents are available and the IRO considers them appropriate, must consider the information or documents described above under the procedures for standard review. In reaching a decision, the assigned IRO must review the claim *de novo* and is not bound by any decisions or conclusions reached during the plan's internal claims and appeals process.

Notice of final external review decision. The plan's contract with the assigned IRO must require the IRO to provide notice of the final external review decision, as expeditiously as the claimant's medical condition or circumstances require, but in no event more than 72 hours after the IRO receives the request for an expedited external review. If the notice is not in writing, within 48 hours after the date of providing that notice, the assigned IRO must provide written confirmation of the decision to the claimant and the plan.

HOW TO FILE A CLAIM

- * For medical claims, simply present your Plan identification card to the provider of service, and ask your provider to send the bill to the address shown on the ID card. Provider bills must include the appropriate diagnosis and procedure code information. If you are submitting bills instead of your provider, make sure you provide the following written information: the Employer's name, the Eligible Employee's name, and the Eligible Employee's social security number.
- * For dental claims, a completed dental claim form or an itemized bill from the Dentist's office will be accepted. If using a dental claim form, please complete Parts I and IV of the form and have your Dentist complete Parts II, III and V, then mail the completed form to the address printed on the form.
- * Proof of claims must be submitted within the time frame specified in the Proof of Claims provision outlined in this summary plan description.

HOW TO APPEAL A CLAIM

If your claim is denied in whole or in part, you will receive written notification delivered in the same fashion as reimbursement for a claim. A claim worksheet will be provided by the Plan Supervisor, showing the calculation of the total amount payable, charges not payable, and the reason. If additional information is needed for payment of a claim, the Plan Supervisor will request same. If a claim is denied in part or in full, you may appeal the decision. You or your authorized representative may examine pertinent documents (except for information in the file which the Physician does not wish made known to the claimant), and you may send a written letter of appeal outlining your position. The written appeal must be filed with the Plan Supervisor within sixty (60) days after denial is received; however, it is suggested that it be filed promptly whenever possible. Upon receipt of the written appeal, the Plan Supervisor will furnish copies of all relevant documents to the Plan Administrator for review and final decision. A decision will be made within sixty (60) days unless special circumstances require extension, in which case such decision will be rendered no later than 120 days. A letter will be sent to you which references the pertinent Plan provisions supporting the decision. Unless the "Independent Review Provisions" apply, this decision will be final.

GENERAL INFORMATION

1. **NAME OF PLAN:** The Ashland County-West Holmes Joint Vocational School District Medical, Prescription Drug, and Dental Benefits Plan
2. **NAME & ADDRESS OF PLAN SPONSOR:**

Ashland County-West Holmes J.V.S.D. 1783 State Route 60 Ashland, Ohio 44805	Jefferson Health Plan Jefferson County Board of Education 2023 Sunset Boulevard Steubenville, Ohio 43952
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3. **EFFECTIVE DATE OF PLAN:** January 1, 1998
4. **PLAN SPONSOR IDENTIFICATION NUMBER:** 34-1429524
5. **PLAN NUMBER:** 501
6. **ACCOUNT NUMBER:** 506-471
7. **TYPE OF PLAN:** This is a welfare plan providing medical, prescription drug and dental benefits.
8. **TYPE OF ADMINISTRATION:** This is a self-insured plan.
9. **NAME, BUSINESS ADDRESS & TELEPHONE NUMBER OF THE PLAN ADMINISTRATOR:**

Ashland County-West Holmes J.V.S.D.
1783 State Route 60
Ashland, Ohio 44805
(419) 289-3313

10. **NAME OF THE DESIGNATED AGENT FOR SERVICE OF LEGAL PROCESS & ADDRESS AT WHICH PROCESS MAY BE SERVED ON SUCH AGENT:** Same as item 9 above
11. **THE SOURCES OF CONTRIBUTION TO THE PLAN:** Employees will contribute toward the cost of employee and dependent coverage.
12. **THE DATE OF THE END OF THE YEAR FOR THE PURPOSES OF MAINTAINING THE PLAN'S FISCAL RECORDS:** Plan year ending May 31st of each year.
13. **NON-GRANDFATHERED PLAN:** This Plan believes that it is a non-grandfathered health plan under the Patient Protection and Affordable Care Act (the Affordable Care Act).

LIST OF STUDENT ORGANIZATION ACTIVITIES:

- 1- A minimum of four (4) monthly program meetings with minutes
- 2- Fall Advisors meeting**
- 3- Leadership Conference/Activity
- 4- Students running for Regional or State Office**
- 5- In Program Competition**
- 6- Regional Competitive Event (graded or judged
- 7- Grading or Judging Event
- 8- District Competitive Events
- 9- Banquet/Awards Ceremony**
- 10- Sponsoring a Regional/District Event**
- 11- State Competitive Event
- 12- National Competitive Event
- 13- Work Force Ready Assessments**
- 14- Skill Connect Assessments – Perkins IV Employability**
- 15- Instructor Webinar**
- 16- Student running for National Office**
- 17- Fundraiser
- 18- Community or Public Service project
- 19- Officer or Leadership book/competition/training
- 20- Celebrate and promote VSO Week (FFA, Skills, BPA, etc.)**
- 21- Regional Advisor Responsibility**
- 22- VSO Camp
- 23- Coordinate registrations and/or accommodations for off campus events**
- 24- Other Activities approved by Supervisor**
- 25- Role of General Skills USA Lead Advisor (Counts as two Activities)

**Asterisks denote those activities which may require additional pre-approval.

APPROVAL GUIDELINES

- 1- Activities, other than regular meetings, should be pre-approved by appropriate supervisor.
- 2- Many activities will be pre-approved through use of normal district forms, i.e. Field Trips, Conference Registration, Attendance at Professional Meeting, Fund Raisers, etc. These signed and approved forms are adequate pre-approval.
- 3- Taking more than one student to more than one Competitive Event at the same location and on the same date, qualifies as one activity.
- 4- Coordinators or Lead Advisors should be approved and submitted by the bargaining unit to Administration within the first six weeks of school.
- 5- Only one credit may be accrued for regular meetings, i.e., eight (8) meetings with minutes do not equal two activity credits.
- 6- In cases where there is more than one Coordinator or Lead Advisor for an Organization, shared credit for activities must be pre-approved by appropriate supervisor.

FORMAT OF MINUTES

MEETING MINUTES: _____
Club Name

Date and Time: _____

Officers Present: _____

Others Present: _____

Advisors Present: _____

**ANY MOTIONS MUST INCLUDE THE PERSON WHO MADE THE MOTION,
WHO SECONDED THE MOTION AND THE VOTE COUNT**

Old Business: _____

