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**Contract
between**

**Ashland Vocational Teachers
Association**

and

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

August 1, 2012 - July 31, 2014

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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'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 seven (7) 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 that at least five (5) working days prior to any Board action along with reasons directed at professional improvement. The Board must act on an extended limited contract and the reasons directed at professional improvement must be given to the teacher on or before April 30th. 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 April 30th, 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 1st, 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

To accommodate state law, the parties agree to establish a Joint Evaluation Procedure Review Committee comprised of not more than three (3) Association members and three (3) administrators. Based on the framework of O.R.C. 3319.111 for a standards-based evaluation instrument and procedures, the Committee will review procedures and evaluation forms and recommend changes and/or revisions for consideration by the Administration as required by law.

All evaluation procedures including the development of a student assessment system shall be included in the Collective Bargaining Agreement through a Memorandum of Understanding which shall be presented to the Board of Education for approval and to AVTA for ratification by its membership. The new procedures shall be implemented through a no-fault Pilot Program during the second semester of the 2012-2013 school year.

Only teachers on continuing contract status shall participate in the Pilot Program during the second semester of the 2012-2013 school year. All participating teachers shall be trained prior to implementation on all processes, procedures and tools of the evaluation system.

Evaluation/observation is one of the most important duties in a school system. Emphasis in evaluation should be on continued improvement for all teaching employees. Differences in individuals and in teaching styles are beneficial and should be preserved with reasonable parameters. Also, academic freedom for teachers and differences in educational philosophy must not be inhibited by the evaluation process.

1. Purpose of Professional Staff Evaluation

- a. To improve the quality of classroom instruction.
- b. To assist the member in improving his/her performance.
- c. To recognize effective classroom instruction.
- d. To provide the member with an evaluation of his/her work.
- e. To constitute the basis for personnel decisions including promotions, reassignments, continuing contract status, or contract non-renewal or termination.

2. Evaluator

For the 2012-2013 and 2013-2014 school years 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.

3. Method of Evaluation

Current evaluation language will apply for non-participants of the pilot program through the second semester of the 2012-2013 school year. For

the 2013-2014 school year, all bargaining unit members shall follow the new evaluation procedures after receiving in-service on all processes, procedures and tools of the new evaluation system.

The formal program of professional staff evaluation will be accomplished through personal classroom and/or lab observations followed by a written evaluation in accordance with the provisions of this Section. The Classroom/Lab Observation Form (Appendix B) or The Certified Non-Classroom Observation Form (Appendix D) will be utilized as the observation instruments; The Classroom/Lab Evaluation (Appendix C), The Certified Non-Classroom Evaluation (Appendix E) and The Professional Performance Evaluation (Appendix F) are to be utilized for the formal evaluation reports; The Professional Performance Evaluation (Appendix F) will be used as an evaluation instrument for all staff being evaluated as part of the formal evaluation process with The Classroom/Lab Evaluation and The Certified Non-Classroom Observation; and The Plan for Teacher Improvement (Appendix H) will be utilized for remediation that may be required by Sections 5(a), 6(a) and 6(b). The Continuous Improvement Plan (Appendix G) will be used when a member who is employed under a continuing contract determines to voluntarily enter into a program of professional improvement during a year(s) when formal evaluation(s) is/are not scheduled to occur. This optional program shall not be utilized for evaluation purposes and is strictly a voluntary improvement of performance program.

4. Conditions of Employment

- a. Notification of intent to observe/evaluate shall be given by the evaluator no more than seventy-two (72) hours but no less than twenty-four (24) hours prior to the observation.
- b. Teachers will not be observed for the purpose of written evaluations on the day before or after a holiday or vacation, on a day after an absence due to illness or personal leave, on days when school time is used for in-service, or on the last day of a marking period. Teachers can be observed for the purpose of written evaluations on the day of or the day after professional leave, field trips, or partial days absent. A teacher may postpone an evaluation observation only once. The Superintendent has the authority to extend postponements in the event of an extraordinary circumstance. If it becomes clear that an individual is avoiding an observation by postponement because of alleged illness or taking of leave, then the evaluator could observe such member upon their return from illness or leave. However, effective August 1, 2008, the absence of a teacher for any reason, which hinders the Board's ability to meet the schedules contained in this

Article, will not result in a determination that the District did not meet its deadline. If the teacher fails to return to work and no observation, evaluation, or meeting, etc., can be conducted, the observation, evaluation, and/or meeting, etc., shall be deemed waived by the member and AVTA and may not be asserted against the District in a subsequent action challenging the evaluation on that basis or challenging a non-renewal.

Teachers on any long-term leave of absence or extended sick leave whose limited contracts are to expire at the end of the year of the absence shall be deemed to have been properly evaluated under this Article and nothing herein shall prevent the Board from non-renewing such contracts. The absence of the teacher for any reason, which hinders the Board's ability to meet the schedules contained in this Article, will not result in a determination that the district did not meet its deadline.

- c. A teacher shall be evaluated on criteria set forth on the Classroom/Lab Observation Form (Appendix B) or The Certified Non-Classroom Personnel Observation Form (Appendix D) and The Professional Performance Evaluation Form (Appendix F) of this Agreement.
- d. No teacher shall be evaluated on his or her work performance except after following the fair and reasonable observation process.
- e. All monitoring or observation of work performance of a teacher shall be conducted openly and with full knowledge of the member.
- f. Only accurate and documented information that is observed by the evaluator may become part of a teacher's performance evaluation report.

5. Frequency of Evaluation

Building administrators and members may jointly wish to determine the number and frequency of evaluation visits each school year. The following number of evaluations shall be made each contract year:

- a. One-year limited contract — 2 evaluations
- b. Multi-year limited contract — 1 evaluation per year and in final year of contract — 2 evaluations

- c. Teachers on continuing contracts — 1 evaluation every three (3) years
- d. Teachers eligible for continuing contracts — 2 evaluations.

More formal evaluations (over and above the number specified above) may be arranged at the request of the administration and, if held, shall be conducted in accordance with the terms and conditions of this Article. Written specification of the just cause and number of additional observation(s)/evaluation(s) will be provided to the effected teacher.

At least two (2) evaluations in addition to the routine number as described above shall be made of any teacher for whom non-reemployment of a regular teaching contract is considered. These additional evaluations must be completed by March 25. At least one evaluation shall be made March.

6. Observations

a. Schedule of Observations

A minimum of two (2) formal observations shall be conducted to support each performance evaluation. A formal observation shall last a minimum of thirty (30) minutes and the observation shall be considered finalized when the required post conference is held. There shall be at least five (5) days between formal observations. If after the second formal observation a teacher's performance is found deficient to the extent that adverse personnel action may result, additional observations shall be conducted in accordance with Appendix H. In cases where the evaluator observes no problem area(s) during the first observation, the second observation may be waived and a positive evaluation would be written. A teacher may request a formal observation at any time in addition to those required by this procedure.

b. Observation Conferences

- 1) All formal observations shall be preceded by a conference between the evaluator and the teacher in order for the teacher to explain plans and objectives for the work situation to be observed.
- 2) A post-observation conference shall be held after each formal observation.

- 3) The standardized rating scale will be explained by the evaluator to the teacher in both the pre-conference and the post-conference.

7. Identification of Deficiencies

a. Deficiencies Identified Through Formal Observations

- 1) Observations resulting in identification of performance deficiencies shall be followed within seven (7) days by a conference between the evaluator and the teacher in order for questions arising from the observation to be discussed. All of the evaluator's observations shall be compiled in writing. A copy of the written observation report shall be given to the teacher at the post-observation conference.
- 2) The supervisor involved in the particular area of the teacher's work shall assist the member in correcting deficiencies. The evaluator shall submit a written plan for correcting the deficiencies which shall include ways in which the supervisor shall assist the teacher to correct the deficiencies. The plan shall include a reasonable time between observations to allow time for improvement in the areas of performance deficiency.

b. Other Deficiencies

Other deficiencies regarding the teacher's failure to adhere to reasonable work rules or other documented deficiencies not noted during the formal observations must be put in writing and provided to the teacher within three (3) days after the deficient performance is identified but not later than the date of the teacher's receipt of the evaluation report. The evaluator must include said deficiencies in any plan for correction of deficiencies and shall include a reasonable time period for correction. If the final evaluation report is complete, then the evaluator could include the said identified deficiency in the next evaluation report.

8. Finalization of Evaluation

a. Written Evaluation

- 1) No later than December 15 and before the formal written evaluation is finalized, a copy of the first formal written evaluation report for the teacher's annual evaluation

program shall be given to the teacher and a conference shall be held between the member and the evaluator.

- 2) No later than March 20 and before the final formal evaluation is finalized, a copy of the formal written evaluation report (if one was conducted) shall be given to the teacher and a conference shall be held between the teacher and the evaluator.

b. Completion of Evaluation Process

The performance evaluation of a teacher shall be based upon the observations of the teacher's performance and shall acknowledge the performance strengths of the teacher evaluated as well as performance deficiencies, if any. The evaluator shall note all the data used to support the conclusions reached in the formal evaluation report. The evaluation report shall be signed by the evaluator upon being presented to the teacher. 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 evaluation report shall be completed by March 25, signed by both parties, and sent to the Superintendent.

c. Response to Evaluation

Within ten (10) days upon receipt, 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. Failure to respond within the allotted time shall result in the teacher waiving his/her right to respond. A copy signed by both parties shall be retained by the teacher.

d. Personnel Action Requirements

- 1) If the evaluator or the Superintendent decides to recommend contract non-renewal, denial of continuing contract, or any other adverse personnel action, the teacher shall be given the reasons in writing at least seven (7) days prior to any official Board action.

- 2) 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 personal action.
9. Any violation of either procedural or substantive due process shall automatically require re-employment of the employee under the contract for which the teacher is eligible.
10. This evaluation process shall supersede Section 3319.111 of the Ohio Revised Code that addresses teacher evaluations.

**ASHLAND COUNTY-WEST HOLMES CAREER CENTER
Teacher Evaluation Chart**

<p>Professional Evaluation Form (Appendix C) - or - Certified Non-Classroom Personnel Evaluation Form (Appendix E) - and - Professional Performance Evaluation Form (Appendix F)</p>	<p>Anyone on a one-year limited contract</p>	<p>2 evaluations per year</p>
<p>Professional Evaluation Form (Appendix C) - or - Certified Non-Classroom Personnel Evaluation Form (Appendix E) - and - Professional Performance Evaluation Form (Appendix F)</p>	<p>Multi-year limited contract</p>	<p>1 evaluation per year 2 evaluations in final year</p>
<p>Professional Evaluation Form (Appendix C) - or - Certified Non-Classroom Personnel Evaluation Form (Appendix E) - and - Professional Performance Evaluation Form (Appendix F)</p>	<p>Continuing Contract</p>	<p>1 evaluation every 3 years</p>
<p>Professional Evaluation Form (Appendix C) - or - Certified Non-Classroom Personnel Evaluation Form (Appendix E) - and - and Professional Performance Evaluation Form (Appendix F)</p>	<p>Eligible for continuing contract</p>	<p>2 evaluations per year</p>
<p>Continuous Improvement Plan (Appendix G)</p>	<p>Continuing Contract</p>	<p>Optional in years 2 and 3 – Professional Continuous Improvement Plan</p>
<p>Plan for Teacher Improvement (Appendix H)</p>	<p>All teachers where deficiencies noted through formal observation/evaluation could lead to adverse personnel action.</p>	<p>Used only when deficiencies are observed. Identified deficiency improvement plan.</p>

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 N, 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. Teacher reinstated 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 10, 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 1 and February 2 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. For the 2012-2013 and 2013-2014 school year, only, the Parties expressly agree that all teachers shall be considered to have "comparable" evaluations for purposes of reduction in force.
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 1.
 - 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 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, 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 hire after August 1, 2007 shall remain on the recall list for a period of twenty-four (24) months.
- b. All current ACWHJVSD 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 15 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 such annual fair share fees shall commence on the first pay date which occurs on or after January 15 annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the latter of:

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

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 who meet the STRS/SERS requirements for retirement shall receive a lump sum payment of \$750.00 if they notify the Superintendent and Treasurer in writing of their intent to retire at the end of the current school year in which they provide notice. The notification of intent to retire shall specify the anticipated last date of employment and must be received by the Superintendent and Treasurer no later than January 15 of the year of intended retirement. 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. A grace period of thirty (30) days shall be given after the written notification of intent to retire has been given by a member to the Superintendent and Treasurer. During this thirty (30) day grace period, the notice of intent to retire shall remain confidential and the member may choose to revoke the notice of intent to retire. After the thirty (30) day grace period, the notice of intent to retire shall become irrevocable and the notice of intent shall be considered binding on the member and the Board of Education.

The payment shall be made in full no later than the second pay of June of the final year of employment for members whose contracts are completed by May 31. For members whose contracts are completed by June 30, the payment shall be made in full no later than the second pay of July of the final year of employment.

T. Residential Educator Program

A committee made up of AVTA representatives selected by the AVTA President and administrators selected by the Superintendent shall meet to review and revise (if necessary) the Residential Educator Program. The committee will be made up of six (6) people – three (3) from administration and three (3) from AVTA. The committee will commence its work no later than January 1, 2013. Recommendations for changes will be presented to the AVTA membership and Ashland County-West Holmes Board no later than May 1, 2013. Any changes will be ratified by each body and subsequently added to the contract as an Addendum to be implemented in the 2013-2014 school year.

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. Service on the Labor Management Committee (LMC) will 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 lobby near the administrative offices 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, the most senior shall be granted the position.

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 15 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 1 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 1 of each year.
2. The calendar that is adopted by the Board shall be in accordance with the following:
 - a. The Board shall not establish a calendar that does not conform to the past practices and customs of the district and allows for the JVS calendar to be completed prior to the first 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 23 and January 1.
 - 4) Spring recess - At least nine (9) calendar days for teachers which shall be the full school week before Easter or the full school week after Easter - if it is to be the week after Easter, Good Friday would also be included.
 - 5) 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 DAYS BANK

- a. An Extended Service Days Bank will be made available for use by all teachers. The Superintendent may add to the total number of days in the Extended Service Days Bank but in no event shall the days be less than the number of extended service days established in 2007-2008. The number of days available in the Bank shall be no more than one hundred sixty (160) days.
- b. Each year, vocational program instructors shall be eligible for one (1) Extended Service Day for every five (5) students enrolled in their program for the following school year. Up to a total of one-third of the available days in the Bank will be available for vocational program instructors for home visits during the summer. 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. 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 1 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 shall be elected by the LPDC. 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 final pay of the year.

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 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 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 day 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, 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. Prior notice may be waived by the immediate supervisor.
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 (1¼) 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 (1¼) 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 above #2 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 seventy (270) 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 seventy (270) days.
5. Members may use sick leave, upon approval of the responsible administrative officer of the employing unit, for absence due to illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and to 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 on the appropriate form 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 V, 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;

- 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.
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

Requests for personal leave absence of members, if presented to the Superintendent in writing or verbally in the case of an emergency which prohibits the request to be made in writing, shall be granted. Verbal requests for personal leave shall be submitted in writing 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 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 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 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 member may only receive a maximum of \$500.00 per year from a combination of the above listed options.
 - g. 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 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 31. For members whose contracts are completed by June 30, 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.

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 not accrue during maternity/paternity 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 the following amounts for the purpose of tuition reimbursement:

2012-2013 - \$10,000.00

2013-2014 - \$10,000.00

If any portion of the total amount appropriated for each school year remains the balance shall carry forward into the next school year of the Agreement.

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 equally 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 1 - July 31 of each year.

Example: Two thousand dollars (\$2,000.00) divided by total eligible credit hours taken during the period August 1 - July 31 = X (times) per semester credit hour not to exceed cost of courses taken.

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 1.
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 by the last pay date in October 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 1 of each year.

ARTICLE VIII

VIII. SALARY AND FRINGE BENEFITS

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, 2012 – July 31, 2013, the base salary shall be thirty-three thousand, one hundred fifty-two dollars (\$33,152.00).
2. Effective August 1, 2013 – July 31, 2014, the base salary shall be thirty-three thousand, four hundred eighty-four dollars (\$33,484.00).
3. The Base salary (Category I - Step 0) shall be applied to the index agreed upon in Appendix K.
4. Salary Index - See Appendix K.
5. Salary Schedule 2012-2013 See Appendix L.
6. Salary Schedule 2013-2014 – See Appendix M.

C. Payment of Salary - Teachers

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 second 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 to an email account other than the district supplied email.

D. Index Attached

Index for 2012-2014 is in Appendix K. 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 2012 for the 2012-2013 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
Business Professionals of America	.015	.025	.030
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 V 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 W. Format for meeting minutes are found in Appendix X.

F. Educational Support Personnel Salary Schedules

1. The hourly rate schedule and index for educational support personnel from August 1, 2012, through July 31, 2014 shall be found in Appendix O thru Appendix S.

G. Payment of Salary - Educational Support Personnel

1. 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 second 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 to an email account other than the district supplied email.

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. Current benefits schedule shall be in effect until December 31, 2012 (Appendix T).

A new benefit schedule shall take effect, January 1, 2013 (Appendix U). 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 (effective 1/1/13), 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

Late entrants shall be subject to the pre-existing condition limitations shown below and underwriting approval by the program's stop loss insurance carrier unless experiencing a change in family status, as defined in these guidelines.

If a condition existed during the three months immediately prior to the effective date, treatment for the condition will be covered only when:

- 1) three months have passed without receiving treatment for the condition; or
- 2) twelve months have passed during which treatment was received for the condition.

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 employee; the death of the employee's spouse or dependent, the birth or adoption of a child of the employee, the termination of employment (or the commencement of employment) of the employee's spouse, the switching from part-time to full-time employment status or from full-time to part-time status by the employee or the employee's spouse, and the taking of an unpaid leave of absence by the employee or the employee's spouse. Election changes are also permitted where there has been a significant change in the health coverage of the employee or spouse attributable to the 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 changes.

d. Plan Maximums

See Schedule of Comprehensive Benefits – Appendix T and Appendix U.

e. Participation Requirements

Employees working fewer than 30 hours per week shall not be eligible for coverage under the plan of benefits of any member, unless working in an Excepted Class. Excepted 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.

At least 60% of employees eligible for coverage under each member's plan of benefits must participate.

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) single severance payment which shall be considered a retirement stipend and shall equal the number of accumulated sick leave days, but not to exceed sixty (60) days times 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 receiving the required Certified Retirement Severance Payment Form and 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% earnings after July 1) 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%) 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 course 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 and 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 1 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.

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, 2012, and shall continue in full force and effect until twelve o'clock midnight, July 31, 2014, 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 20th day of December, 2012.

by: [Signature], Pres.

by: Amy Parrish, Pres.

by: [Signature], Supt.

by: Rebbie Bursley, Neg.

by: [Signature], Treas.

by: [Signature], Neg.

by: [Signature], Neg.

by: _____, Neg.

by: [Signature], Neg.

by: _____, Neg.

Grievance Report Form
(to be filed in triplicate)

Grievance # _____ Date Filed _____

Name of Aggrieved _____

Department _____ Assignment _____

LEVEL ONE
(submitted to Superintendent)

A. Date cause of grievance occurred _____

B. 1. Statement of grievance: Include specific provision(s) of Agreement alleged to have been violated.

2. Relief sought:

C. _____
Signature of Aggrieved Date

D. Disposition by Superintendent:

Signature of Superintendent Date

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

Classroom/Lab Observation Form

Name _____ Date _____

Assignment _____

Performance Areas:

I. Instructional Procedures

- _____ 1. Demonstrates knowledge of subject matter
- _____ 2. Provides for individual differences
- _____ 3. Uses appropriate materials
- _____ 4. Follows the course of study and demonstrates use of daily lesson plans
- _____ 5. Demonstrates ability to motivate students
- _____ 6. Demonstrates skill in asking questions
- _____ 7. Gives clear instructions and assignments
- _____ 8. Demonstrates use of weekly or longer plan
- _____ 9. Demonstrates introduction and closure in the lesson

Comments:

II. Classroom Management

- _____ 1. Maintains classroom in a manner conducive to learning
- _____ 2. Encourages students to exercise self-discipline
- _____ 3. Shows evidence of management skills by attending to details
- _____ 4. Works effectively with classroom as a unit, with groups, with individuals
- _____ 5. Utilizes effective techniques in handling behavior problems
- _____ 6. Begins/ends class/lab on schedule

Comments:

III. Additional Comments by Evaluator

IV. 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

Classroom/Lab Evaluation Form

Name _____ Date _____

Assignment _____

Performance Areas:

I. Instructional Procedures

- _____ 1. Demonstrates knowledge of subject matter
- _____ 2. Provides for individual differences
- _____ 3. Uses appropriate materials
- _____ 4. Follows the course of study and demonstrates use of daily lesson plans
- _____ 5. Demonstrates ability to motivate students
- _____ 6. Demonstrates skill in asking questions
- _____ 7. Gives clear instructions and assignments
- _____ 8. Demonstrates use of weekly or longer plan
- _____ 9. Demonstrates introduction and closure in the lesson

Comments:

II. Classroom Management

- _____ 1. Maintains classroom in a manner conducive to learning
- _____ 2. Encourages students to exercise self discipline
- _____ 3. Shows evidence of management skills by attending to details
- _____ 4. Works effectively with classroom as a unit, with groups, with individuals
- _____ 5. Utilizes effective techniques in handling behavior problems
- _____ 6. Begins/ends class/lab on scheduled time

Comments:

III. Additional Comments by Evaluator

IV. 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

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 _____

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 _____

IV. Evaluation of Teacher Improvement - An end result of this planned program for teacher improvement should be an honest evaluation by both the evaluator and the teacher. Has improvement been demonstrated by the teacher? Was the program adequately designed to meet the goal? etc.

V. Evaluation by Teacher
_____ Program was successful
_____ Program was moderately successful
_____ Program was not successful

Comments:

VI. Evaluation by Evaluator
_____ Program was successful
_____ Program was moderately successful
_____ Program was not successful

Comments:

VII. Suggestions for continued improvement in this area - Suggestions may be made by both the teacher and evaluator.

The teacher's signature indicates that all phases of the evaluation have been conducted with the full knowledge of the teacher.

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: _____

TEACHER SALARY INDEX – FY2012-FY2013
ASHLAND COUNTY-WEST HOLMES JOINT VOCATIONAL SCHOOL DISTRICT

Appendix K

	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 2012-2013
 ASHLAND CO-WEST HOLMES JVSD

Appendix L

1.0% increase

	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	33,152	34,544	34,644	34,743	36,467	37,793	39,119	40,445	41,772
STEP 1	34,478	35,937	36,169	36,401	38,125	39,451	40,777	42,103	43,429
STEP 2	35,804	37,329	37,694	38,058	39,782	41,108	42,435	43,761	45,087
STEP 3	37,130	38,722	39,219	39,716	41,440	42,766	44,092	45,418	46,744
STEP 4	38,456	40,114	40,744	41,374	43,098	44,424	45,750	47,076	48,402
STEP 5	39,782	41,506	42,269	43,031	44,755	46,081	47,407	48,733	50,060
STEP 6	41,108	42,899	43,794	44,689	46,413	47,739	49,065	50,391	51,717
STEP 7	42,435	44,291	45,319	46,346	48,070	49,396	50,723	52,049	53,375
STEP 8	43,761	45,683	46,844	48,004	49,728	51,054	52,380	53,706	55,032
STEP 9	45,087	47,076	48,369	49,662	51,386	52,712	54,038	55,364	56,690
STEP 10	46,413	48,468	49,894	51,319	53,043	54,369	55,695	57,021	58,348
STEP 11	47,739	49,861	51,419	52,977	54,701	56,027	57,353	58,679	60,005
STEP 12	49,065	51,253	52,944	54,634	56,358	57,684	59,011	60,337	61,663
STEP 13	50,391	52,645	54,469	56,292	58,016	59,342	60,668	61,994	63,320
STEP 14	51,717	54,038	55,994	57,950	59,674	61,000	62,326	63,652	64,978
STEP 18	52,712	55,032	57,021	59,011	61,331	62,657	63,983	65,309	66,636
STEP 22	53,706	56,027	58,016	60,005	62,989	64,315	65,641	66,967	68,293
STEP 26	54,701	57,021	59,011	61,000	64,646	65,972	67,299	68,625	69,951

TEACHER SALARY SCHEDULE 2013-2014
ASHLAND CO-WEST HOLMES JVSD

Appendix M

1.0% increase

	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	33,484	34,890	34,991	35,091	36,832	38,172	39,511	40,850	42,190
STEP 1	34,823	36,297	36,531	36,765	38,507	39,846	41,185	42,525	43,864
STEP 2	36,163	37,703	38,071	38,440	40,181	41,520	42,860	44,199	45,538
STEP 3	37,502	39,109	39,612	40,114	41,855	43,194	44,534	45,873	47,212
STEP 4	38,841	40,516	41,152	41,788	43,529	44,869	46,208	47,547	48,887
STEP 5	40,181	41,922	42,692	43,462	45,203	46,543	47,882	49,221	50,561
STEP 6	41,520	43,328	44,232	45,136	46,878	48,217	49,556	50,896	52,235
STEP 7	42,860	44,735	45,773	46,811	48,552	49,891	51,231	52,570	53,909
STEP 8	44,199	46,141	47,313	48,485	50,226	51,565	52,905	54,244	55,583
STEP 9	45,538	47,547	48,853	50,159	51,900	53,240	54,579	55,918	57,258
STEP 10	46,878	48,954	50,393	51,833	53,574	54,914	56,253	57,592	58,932
STEP 11	48,217	50,360	51,934	53,507	55,249	56,588	57,927	59,267	60,606
STEP 12	49,556	51,766	53,474	55,182	56,923	58,262	59,602	60,941	62,280
STEP 13	50,896	53,173	55,014	56,856	58,597	59,936	61,276	62,615	63,954
STEP 14	52,235	54,579	56,554	58,530	60,271	61,611	62,950	64,289	65,629
STEP 18	53,240	55,583	57,592	59,602	61,945	63,285	64,624	65,963	67,303
STEP 22	54,244	56,588	58,597	60,606	63,620	64,959	66,298	67,638	68,977
STEP 26	55,249	57,592	59,602	61,611	65,294	66,633	67,973	69,312	70,651

Employee: _____

Position: _____

Evaluator: _____

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			

APPENDIX N
(Continued)

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>2012-2013</u>	<u>2013-2014</u>
0	12.64	12.76
1	12.86	12.99
2	13.08	13.21
3	13.28	13.41
4	13.50	13.64
5	13.72	13.85
6	13.93	14.07
7	14.15	14.29
8	14.35	14.50
9	14.57	14.72
10	14.79	14.93
12	15.00	15.15
14	15.22	15.37
16	15.42	15.58
18	15.64	15.80
20	15.86	16.02
22	16.07	16.23
24	16.29	16.45
26	16.50	16.67

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 1 paid holiday: Fourth of July

12 month contract =	260 days = 2080 hours
10 month contract =	200 days = 1600 hours
9.5 month contract =	190 days = 1520 hours

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

SALARY SCHEDULE - ESEA* QUALIFIED AIDES

*Elementary and Secondary Education Act

<u>STEP</u>	<u>2012-2013</u>	<u>2013-2014</u>
0	12.18	12.30
1	12.37	12.50
2	12.54	12.67
3	12.74	12.86
4	12.91	13.04
5	13.10	13.23
6	13.27	13.40
7	13.46	13.60
8	13.65	13.78
9	13.85	13.99
10	14.03	14.17
12	14.22	14.36
14	14.40	14.55
16	14.58	14.73
18	14.77	14.91
20	14.95	15.10
22	15.13	15.28
24	15.31	15.46
26	15.49	15.65

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

420 hour contract does not include Memorial Day holiday

ESEA Qualified Aides:	1520 hours (190 days)	920 hours (184 days)
	775 hours (155 days)	420 hours (120 days)

**ASHLAND COUNTY-WEST HOLMES JOINT VOCATIONAL
SCHOOL DISTRICT**

1783 State Route 60, Ashland, OH 44805-9377

SALARY SCHEDULE - TEACHER AIDES

<u>STEP</u>	<u>2012-2013</u>	<u>2013-2014</u>
0	10.99	11.10
1	11.16	11.27
2	11.35	11.47
3	11.52	11.64
4	11.72	11.83
5	11.89	12.01
6	12.08	12.20
7	12.25	12.37
8	12.44	12.57
9	12.61	12.74
10	12.81	12.93
12	12.98	13.11
14	13.17	13.30
16	13.34	13.48
18	13.53	13.67
20	13.72	13.85
22	13.90	14.04
24	14.08	14.22
26	14.26	14.40

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 1 paid holiday: Fourth of July

Clerical Aide Positions: 12 month contract - 260 days = 2080 hours
10 month contract - 200 days = 1600 hours

Teacher Aide Positions: 9 month contract - 155 days = 775 hours
9 month contract - 120 days = 420 hours

ASHLAND COUNTY-WEST HOLMES JOINT VOCATIONAL SCHOOL
DISTRICT

1783 State Route 60, Ashland, OH 44805-9377

SALARY SCHEDULE - CUSTODIAL

<u>STEP</u>	<u>2012-2013</u>	<u>2013-2014</u>
0	12.96	13.09
1	13.20	13.33
2	13.44	13.58
3	13.67	13.80
4	13.91	14.05
5	14.15	14.29
6	14.37	14.52
7	14.61	14.76
8	14.86	15.01
9	15.09	15.24
10	15.32	15.47
12	15.51	15.67
14	15.71	15.86
16	15.91	16.07
18	16.09	16.25
20	16.29	16.45
22	16.48	16.65
24	16.68	16.84
26	16.87	17.04

NOTE: 12 month contract includes 7 paid holidays: Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, Memorial Day AND Fourth of July

12 month contract - 260 days = 2080 hours

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

Maintenance - \$0.50 per hour additional

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

SALARY SCHEDULE - CAFETERIA AIDE / CLEANING ASSISTANT/AIDE

<u>STEP</u>	<u>2012-2013</u>	<u>2013-2014</u>
0	10.62	10.72
1	10.79	10.89
2	10.98	11.09
3	11.15	11.26
4	11.34	11.46
5	11.51	11.63
6	11.71	11.82
7	11.88	12.00
8	12.07	12.19
9	12.24	12.36
10	12.43	12.56
12	12.60	12.73
14	12.80	12.92
16	12.97	13.10
18	13.16	13.29
20	13.33	13.47
22	13.52	13.66
24	13.71	13.84
26	13.89	14.03

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 - 940 hours (5 hours/day)
9 month contract - 376 hours (2 hours/day)

Cleaning Assistant/Aide: 9 month contract - 1600 hours (8 hours/day)
2nd / 3rd shifts receive \$0.10 per hour additional

Effective through 12/31/12

**SCHEDULE OF COMPREHENSIVE MAJOR MEDICAL EXPENSE BENEFITS
FOR ASHLAND CTY-W. HOLMES J.V.S.D. 506-471**

UR/CM are handled by M3 (for emergency admissions, the person has 72 hrs to call)

PPO IS MMO SUPERMED PLUS (800) 601-9208. www.supermednetwork.com

Medical claims are mailed to MMO/POB 94648/Cleveland OH 44101-4648 (electronic payer #29076)

Last Updated 8/20/12

BENEFITS	PPO	NON-PPO
PRESCRIPTION DRUG BENEFIT (through CVS Caremark; up to greater of 100 quantity or 34-day supply) Co-Pay Per Prescription	100% after co-pay per prescription, filled or refilled	\$5 Generic \$10 Brand Name
MAIL ORDER DRUG BENEFIT (through CVS Caremark; up to a 90-day supply) Co-Pay per Prescription	100%	\$5 Generic \$10 Brand Name
ROUTINE PREVENTATIVE CARE BENEFIT	100%, deductible waived	
ROUTINE PHYSICAL EXAM BENEFIT	100%, deductible waived, to max benefit of \$75 every 24 months*	
CALENDAR YEAR DEDUCTIBLE	\$150 per person \$250 per family	
BENEFIT PERCENTAGE PAYABLE , unless Shown as different percentage MAXIMUM OUT-OF-POCKET AMT PER CALENDAR YEAR (The PPO and Non-PPO Maximum Out-of-Pocket amounts are separate and shall not be applied toward each other.) The Maximum Out-of-Pocket amount does not include deductibles or co-pays	90% \$300 per person	80% \$800 per person
EMERGENCY ROOM (NON-EMERGENCY)	90% after deductible subject to \$50 co-pay**	80% after deductible subject to \$50 co-pay**
Lifetime Maximum Benefit	\$1,000,000 (does not apply to Essential Health Benefits)	

* This maximum benefit does not apply for bus drivers, van drivers and Asbestos Program Managers.

** Co-pay is waived if Covered Person is admitted; if due to an accidental injury or Medical Emergency

Annual dollar limits that are currently in the Plan will be changed to \$2,000,000 for Essential Health Benefits for the period July 1, 2012 through June 30, 2013. Effective July 1, 2013, annual dollar limits shall be eliminated for Essential Health Benefits.

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
MAXIMUM LIFETIME BENEFIT	
Orthodontic Services	\$1,500 per Person

SCHEDULE OF VISION BENEFITS	
COVERED EXPENSE	BENEFIT PERIOD
Examination	One in Any 12 Month Period
Lenses (if required)	One in Any 12 Month Period
Frames (if required)	One in Any 12 Month Period
Deductible	None
Contact Lenses	\$165 – Medically Necessary \$95 – Cosmetic Purposes

CARDIAC REHAB: Covered to a maximum benefit of \$1,000 per calendar year, subject to specified conditions.

CHIROPRACTIC: Covered with no specific dollar limit.

ELECTIVE PROCEDURES: Elective sterilization and elective abortion are covered.

Eff 7/1/10: The definition of Eligible Dependents shall be deleted and replaced with the following – for dependents enrolling under this new definition prior to January 1, 2011, it will apply to medical, dental and vision coverage; for dependents enrolling under this new definition on or after January 1, 2011, it will only apply to medical coverage:

ELIGIBLE DEPENDENTS: all children from birth to 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; however, prior to January 1, 2014, if they are eligible to receive benefits under an employer sponsored health plan (other than a group health plan sponsored by the employer of either parent), they will not be eligible for this coverage (on or after January 1, 2014, they will be eligible for this coverage). 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.

Eff 7/1/10: 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 on the effective date of this addendum or 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. There will be a special enrollment period of May 20, 2011 through June 30, 2011 to enroll for this coverage initially. Children who previously reached the maximum age for coverage under the plan and elected COBRA continuation coverage will be eligible for continued coverage under this provision when this change becomes effective. 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 or medical conversion coverage. If there are any changes to this law, this Plan will automatically be amended to be in compliance.

Def'n prior to the above change (and current def'n for dent and vision for ees enrolling deps on or after 1/1/11: **ELIGIBLE DEPENDENTS:** 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.

EMERGENCY ROOM see Schedule.

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.

GRANDFATHERED STATUS: This is a grandfathered plan.

HOME HEALTH CARE: Covered with no visit limit.

HOSPICE: Covered with no limit; life expectancy must be 6 months or less.

INFERTILITY EXCLUSION: Excludes charges for in vitro fertilization, artificial insemination and fertility drugs.

MASSOTHERAPY: Covered for a maximum of 12 visits per calendar year.

MATERNITY: Covered for all females.

MENTAL/NERVOUS/ALCOHOL/DRUG BENEFIT: Amended for federal mental health parity eff 6/1/10.

OBESITY: Plan is silent on obesity surgery.

PRE-EXISTING CONDITION LIMITATION (effective 7/1/10) The Pre-Existing Condition Limitation applies to Covered Persons who were eligible for coverage and did not enroll within thirty-one (31) days on or after January 1, 1998. A Pre-Existing Condition is any Injury or medical condition for which diagnosis, care and/or treatment is received by a Covered Person during the three (3) month period ending on the effective date of coverage. In the event of a Pre-Existing Condition, benefits will not be payable until one of the following occurs:

1. A period of twelve (12) months has elapsed since the Covered Person's Enrollment Date; or
2. Evidence of Creditable Coverage has been presented to the Plan proving that the Covered Person had Creditable Coverage for a period of at least twelve (12) months determined as of the Enrollment Date and the Eligible Employee or Eligible Dependent has not had a Significant Break in Coverage; or
3. Evidence of Creditable Coverage has been presented to the Plan proving that the Covered Person had Creditable Coverage for a certain number of days, determined as of the Enrollment Date and the Covered Person has not had a Significant Break in Coverage, and when those certain number of days are added to the number of days that have passed since the Enrollment Date, a period of at least twelve (12) months has elapsed.

The Pre-Existing Condition Limitation will not apply to an Eligible Dependent, who as of the last day of the thirty (30) day period beginning on the date of his birth, has Creditable Coverage and evidence of such Creditable Coverage has been presented to the Plan and he has not had a Significant Break in Coverage. The Pre-Existing Condition Limitation will not apply to pregnancy. In the event that an adoption or Placement for adoption of a child occurs while an Eligible Employee is eligible for coverage under this Plan, the Pre-Existing Condition Limitation shall not apply to the child being adopted or Placed for adoption. The Pre-Existing Condition Limitation shall not apply to Covered Persons who are younger than age 19. Effective 7/1/13, the Pre-Existing Condition Limitation shall not apply to any Covered Persons.

PRESCRIPTION DRUGS: Thru Caremark. Drugs not dispensed at a Caremark pharmacy will not be covered. Includes injectable insulin. Mail order drugs are administered by Caremark, for a 90 day supply.

SKILLED NURSING FACILITY: Covered for up to 60 days per calendar year.

TMJ: Medical expenses are covered, subject to deductible and coinsurance.

TRANSPLANTS: For URN network, we will pay at PPO level.

VISION: Fully insured with Vision Service Plan.

WELLNESS BENEFITS: Covers the following routine services at 100%, not subject to the deductible:

Well baby care to twelve (12) months of age, all care payable at 100% UCR, no deductible;
One (1) routine pap smear test and office visit per calendar year for all Covered Persons, payable at 100% UCR, no deductible;

One (1) routine mammogram and office visit for Covered Persons age thirty-five (35) through age forty (40); one (1) routine mammogram every two (2) years for Covered Persons age forty-one (41) to fifty (50); and one (1) routine mammogram per calendar year for Covered Persons age fifty (50) and over, payable at 100% UCR, no deductible;

One (1) routine Prostate Specific Antigen (P.S.A.) blood test every two (2) years for Covered Persons age forty (40) and over (including laboratory and office visit charges);

One (1) routine SM-23 and one (1) routine urinalysis test every two (2) years for all Covered Persons (including laboratory and office visit charges);

One (1) chest x-ray and one (1) complete blood count when incurred in connection with a routine physical examination (laboratory charges only).

Physicians' office visit charges for one (1) routine physical examination in any twenty-four (24) consecutive month period, limited to a maximum benefit of \$75. This benefit will only be payable for Eligible Employees and their Eligible Dependent spouses.

A benefit will be payable at 100% of the UCR for all Physicians' office visits and laboratory charges incurred in connection with one (1) physical examination per calendar year for any Employee assigned as a bus driver or van driver. No deductible will apply to this benefit.

A benefit will be payable at 100% of the UCR for all Physicians' office visits and laboratory charges incurred in connection with one (1) physical examination and one (1) asbestos physical examination per calendar year for any Employee assigned as both a bus driver and Asbestos Program Manager. No deductible will apply to this benefit.

A benefit will be payable at 100% of the UCR for all Physicians' office visits and laboratory charges incurred in connection with one (1) asbestos physical examination per calendar year for any Employee assigned as an Asbestos Program Manager. No deductible will apply to this benefit.

The following is covered subject to deductible and coinsurance:

- a) 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.

COVERED DENTAL SERVICES

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.

Effective 1/01/13

**SCHEDULE OF COMPREHENSIVE MAJOR MEDICAL EXPENSE BENEFITS
FOR ASHLAND CTY-W. HOLMES J.V.S.D. 506-471
UR/CM are handled by Medillume III, Inc.
Last Updated 9/24/12**

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

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

Annual dollar limits that are currently in the Plan will be changed to \$2,000,000 for Essential Health Benefits for the period July 1, 2012 through June 30, 2013. Effective July 1, 2013, annual dollar limits shall be eliminated for Essential Health Benefits.

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
MAXIMUM LIFETIME BENEFIT	
Orthodontic Services	\$1,500 per Person

SCHEDULE OF VISION BENEFITS	
COVERED EXPENSE	BENEFIT PERIOD
Examination	One in Any 12 Month Period
Lenses (if required)	One in Any 12 Month Period
Frames (if required)	One in Any 12 Month Period
Deductible	None
Contact Lenses	\$165 – Medically Necessary \$95 – Cosmetic Purposes

CARDIAC REHAB: Covered to a maximum benefit of \$1,000 per calendar year, subject to specified conditions.

CHIROPRACTIC: Covered with no specific dollar limit.

ELECTIVE PROCEDURES: Elective sterilization and elective abortion are covered.

Eff 7/1/10: The definition of Eligible Dependents shall be deleted and replaced with the following – for dependents enrolling under this new definition prior to January 1, 2011, it will apply to medical, dental and vision coverage; for dependents enrolling under this new definition on or after January 1, 2011, it will only apply to medical coverage:

ELIGIBLE DEPENDENTS: all children from birth to 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; however, prior to January 1, 2014, if they are eligible to receive benefits under an employer sponsored health plan (other than a group health plan sponsored by the employer of either parent), they will not be eligible for this coverage (on or after January 1, 2014, they will be eligible for this coverage). 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.

Eff 7/1/10: 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 on the effective date of this addendum or 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. There will be a special enrollment period of May 20, 2011 through June 30, 2011 to enroll for this coverage initially. Children who previously reached the maximum age for coverage under the plan and elected COBRA continuation coverage will be eligible for continued coverage under this provision when this change becomes effective. 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 or medical conversion coverage. If there are any changes to this law, this Plan will automatically be amended to be in compliance.

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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.

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1. A period of twelve (12) months has elapsed since the Covered Person's Enrollment Date; or
2. Evidence of Creditable Coverage has been presented to the Plan proving that the Covered Person had Creditable Coverage for a period of at least twelve (12) months determined as of the Enrollment Date and the Eligible Employee or Eligible Dependent has not had a Significant Break in Coverage; or
3. Evidence of Creditable Coverage has been presented to the Plan proving that the Covered Person had Creditable Coverage for a certain number of days, determined as of the Enrollment Date and the Covered Person has not had a Significant Break in Coverage, and when those certain number of days are added to the number of days that have passed since the Enrollment Date, a period of at least twelve (12) months has elapsed.

The Pre-Existing Condition Limitation will not apply to an Eligible Dependent, who as of the last day of the thirty (30) day period beginning on the date of his birth, has Creditable Coverage and evidence of such Creditable Coverage has been presented to the Plan and he has not had a Significant Break in Coverage. The Pre-Existing Condition Limitation will not apply to pregnancy. In the event that an adoption or Placement for adoption of a child occurs while an Eligible Employee is eligible for coverage under this Plan, the Pre-Existing Condition Limitation shall not apply to the child being adopted or Placed for adoption. The Pre-Existing Condition Limitation shall not apply to Covered Persons who are younger than age 19. Effective 7/1/13, the Pre-Existing Condition Limitation shall not apply to any Covered Persons.

PRESCRIPTION DRUGS: Thru Caremark. Drugs not dispensed at a Caremark pharmacy will not be covered. Includes injectable insulin. Mail order drugs are administered by Caremark, for a 90 day supply.

SKILLED NURSING FACILITY: Covered for up to 60 days per calendar year.

TMJ: Medical expenses are covered, subject to deductible and coinsurance.

TRANSPLANTS: For URN network, we will pay at PPO level.

VISION: Fully insured with Vision Service Plan.

WELLNESS BENEFITS: Covers the following routine services at 100%, not subject to the deductible:

Well baby care to twelve (12) months of age, all care payable at 100% UCR, no deductible;
One (1) routine pap smear test and office visit per calendar year for all Covered Persons, payable at 100% UCR, no deductible;
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One (1) routine Prostate Specific Antigen (P.S.A.) blood test every two (2) years for Covered Persons age forty (40) and over (including laboratory and office visit charges);
One (1) routine SM-23 and one (1) routine urinalysis test every two (2) years for all Covered Persons (including laboratory and office visit charges);
One (1) chest x-ray and one (1) complete blood count when incurred in connection with a routine physical examination (laboratory charges only).
Physicians' office visit charges for one (1) routine physical examination in any twenty-four (24) consecutive month period, limited to a maximum benefit of \$75. This benefit will only be payable for Eligible Employees and their Eligible Dependent spouses.
A benefit will be payable at 100% of the UCR for all Physicians' office visits and laboratory charges incurred in connection with one (1) physical examination per calendar year for any Employee assigned as a bus driver or van driver. No deductible will apply to this benefit.
A benefit will be payable at 100% of the UCR for all Physicians' office visits and laboratory charges incurred in connection with one (1) physical examination and one (1) asbestos physical examination per calendar year for any Employee assigned as both a bus driver and Asbestos Program Manager. No deductible will apply to this benefit.
A benefit will be payable at 100% of the UCR for all Physicians' office visits and laboratory charges incurred in connection with one (1) asbestos physical examination per calendar year for any Employee assigned as an Asbestos Program Manager. No deductible will apply to this benefit.
The following is covered subject to deductible and coinsurance:

- a) 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.

COVERED DENTAL SERVICES

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.

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: _____

