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**AGREEMENT**

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**BETWEEN THE**  
**MAHONING COUNTY CAREER AND TECHNICAL CENTER**  
**BOARD OF EDUCATION**

**AND**  
**MAHONING COUNTY CAREER & TECHNICAL CENTER**  
**EDUCATION ASSOCIATION**

**July 1, 2020 – June 30, 2023**

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This Agreement made and entered into by and between the Board of Education of the Mahoning County Career and Technical Center School District and the Mahoning County Career and Technical Center Education Association is as follows:

**CLASSIFIED  
SECTION  
OF THE  
BARGAINING AGREEMENT**

## ARTICLE I – RECOGNITION

### 1.01 Recognition

The Mahoning County Career & Technical Center District Board of Education, hereinafter referred to as the Board, recognizes as the exclusive collective bargaining representative, the Mahoning County Career & Technical Center Education Association, (MCCTCEA), affiliated with the NEOEA/OEA/NEA, hereinafter referred to as the Association, as the sole and exclusive employee representative for the bargaining unit described in 1.02 below.

### 1.02 Definition of Bargaining Unit

The bargaining unit of employees represented by the Association shall be defined as all regular full-time and regular part-time employees regularly assigned to work for sixteen (16) hours or more per week in the following classifications:

- A. Cafeteria Personnel
- B. Custodial Personnel
- C. Secretarial Personnel

### 1.03 Exclusions

The following positions shall be excluded from the bargaining unit:

- A. Superintendent's Secretary
- B. Supervisor of Maintenance and Custodial Services
- C. Security Officer
- D. Substitute Employees
- E. Secretary II to the Treasurer
- F. Casual and Seasonal Employees employed on an "as-needed basis"
- G. Supervisory Employees
- H. Any other employees not recognized by the terms of this article as being represented by the Association
- I. Employees employed to operate points of service/cash registers.

The Board will not use employees who work less than four (4) hours per day to supplant regular full time positions or regular part-time bargaining unit positions.

All work currently performed by bargaining unit members shall be deemed bargaining unit work.

Substitutes shall not be used to supplant regular full-time or part-time positions or in lieu of creating new positions. If a substitute is to be used in the same position for more than thirty (30) consecutive work days, the Board and Association shall meet and discuss the

reason for the substitute. The Board shall not use substitutes to circumvent meeting with the Association.

#### 1.04 Definitions

- A. Employee: Any Employee in the bargaining unit defined in Section 1.02 of this Agreement.
- B. Day: A calendar day.
- C. Workday: A weekday on which any bargaining unit member is scheduled to work under regular contract, exclusive of holidays as defined by the terms of this agreement.
- D. Immediate Supervisor: The person in an administrative or supervisory position responsible directly for the supervision of an employee and to whom the employee is directly responsible. An immediate supervisor shall not be a person who is a member of the bargaining unit represented by the Association. No outside contractor or entity shall manage, supervise, or evaluate any bargaining unit member.
- E. Cafeteria Supervision: Third party cafeteria service vendors may coordinate the overall operation of the cafeteria. Scheduling and assignments of bargaining unit members shall be done by the MCCTC supervisor and Head Cook with input from the third party vendor.  
  
The Cafeteria Supervisor shall have general schedules posted for work expected by the Head Cook and of all cafeteria workers.
- F. Superintendent: The Superintendent of the Mahoning County Career & Technical Center School District.
- G. Board: The Board of Education of the Mahoning County Career & Technical Center School District.

#### 1.05 Representation Election Procedure

Recognition by the Board shall continue for such time as the Association is certified by the State Employment Relations Board as the exclusive representative of the bargaining unit described herein. Any challenges to the exclusive representative status of the Association shall be conducted in accordance with O.R.C. 4117.

#### 1.06 Non-Discrimination

The Board and the Association shall not discriminate against employees with regard to handicap, race, color, creed, ancestry, national origin, gender, religion, marital status, age, political affiliations or opinions, and/or personal life of employees. All provisions of

this contract, Board Policy, and any building policies shall be uniformly applied and administered for all members of the bargaining unit. Board and building policies shall not be in violation of the contract.

## ARTICLE II – ASSOCIATION RIGHTS

### 2.01 Exclusivity

Recognition of the Association as the sole and exclusive employee representative shall entitle the Association to all privileges described herein not granted to any other employee representative.

### 2.02 Payroll Deduction of Dues

All bargaining unit employees shall either:

- A. Become a member of the Association and execute an authorization for dues deduction on a form provided by the Association.
- B. It shall be the responsibility of the Association to provide an internal rebate procedure in accordance with 4117.09 O.R.C. and applicable state and federal court decisions. Religious conscientious objections shall be provided in accordance with 4117.09 O.R.C.
- C. All bargaining unit employees who join the MCCTCEA shall, before October 30, either authorize payroll deduction for the payment of dues or remit payments in full, directly to the Association Treasurer.
- D. Deductions for those previously on payroll deduction or those so notifying the Treasurer shall be made equally from each pay check beginning with the first pay check in the month of October and ending with the last pay check in May. Signed payroll deduction authorizations executed by the members shall be continuous from year to year or until such time as the employee withdraws such authorization in writing. An employee may withdraw membership during a ten (10) day period from August 22 through August 31.
- E. Payroll deduction shall occur immediately upon request, or in the case of new employees, immediately upon employment.
- F. The Board Treasurer shall immediately pay such dues to the Treasurer of the Association along with a complete description by name and amount for each employee.

2.03 Mailboxes, Bulletin Boards, and Email

To facilitate communication with unit members, the Association may place materials in individual unit members' mailboxes or utilize employer's email. The Association may post Association materials on a designated bulletin board to be used exclusively by the Association which shall be located in an area readily accessible to and normally frequented by unit members.

2.04 Use of Equipment

The Association representative(s)/officer(s) may use school equipment such as typewriters, calculators, duplicating equipment and copy machines. Use is permitted when such equipment is otherwise not in use, with permission of the Director. Such permission shall not be unreasonably withheld. Supplies necessary for the use of such equipment shall be furnished by the Association. Damage to such equipment clearly attributable to Association usage shall be paid for by the Association.

2.05 Association Meetings

The Association may use the school building for bargaining unit meetings with prior approval of the appropriate administrator. Such approval shall not be unreasonably withheld. Meetings shall not interfere with instructional programs or activities, other scheduled meetings or events and shall be scheduled for minimal effect upon assigned work hours of employees.

2.06 Notification of Board Meetings

The Association shall be notified of all regular or special Board meetings. The agenda for regular and/or special meetings shall be provided to the Association President simultaneously with notification to Board members. The agenda will be provided at no cost to the Association.

2.07 Board Minutes/Information

The Board will make available the Board minutes and such other information available to the Board upon request of the Association President. This will be provided at no cost to the Association.

2.08 Employee Information

The Association President shall receive annually in September the following information for each bargaining unit employee:

- A. Name, address and telephone number, when available;
- B. Job classification;

- C. Salary;
- D. Immediate Supervisor.

2.09 New Employee Personnel Information

The Administration shall furnish the Association President with the information specified in 2.08 above for each new employee who is a member of the Bargaining Unit within five (5) days of Board action.

2.10 Status of Part time, Casual and/or Seasonal Employees

The Board shall, in September and February of each school year (or more often if requested by the Association), prepare and distribute to the Association President a report providing the following information for part time, casual and/or seasonal employees (exclusive of student employees):

- 1. Name of employee
- 2. Position
- 3. Duration of employment
- 4. Employee's compensation (Wage rate, benefits--if any, etc.)
- 5. Immediate supervisor

2.11 Orientation Meeting

If an orientation meeting is held for all bargaining unit employees at the beginning of the school year such meeting shall be with pay if the employee is required to attend the meeting. The Association shall be granted the right to have a brief meeting following the orientation with prior approval of the Superintendent or Director. Such approval shall not be unreasonably withheld.

2.12 Employee Meetings

The Association shall have the right to make brief announcements at the conclusion of any employee meeting.

2.13 Release to Resolve Problems

The President of the Association and/or his/her designee shall be released without loss of pay during regularly scheduled hours, with prior approval of the Director or Superintendent, to aid in resolving problems relating to the provisions of this Contract. Such approval shall not be unreasonably withheld.

2.14 Released Time for Association President/Designee(s)

The Board shall provide the Association with a maximum of seven (7) days per fiscal year of paid time off for attendance at state, regional and/or national meetings of the

Association, or for meetings with professional representatives of the Association. Such release time may be taken in two hour increments. Forty-eight (48) hours advance notice shall be provided to the immediate supervisor. The Board of Education shall not be liable for expenses incurred by the delegate(s) in attendance. For Association meetings where less than a full day of release time is needed, coverage of the employee's work shall be provided by other employees, during their regular workday.

2.15 Labor Management Committee

- A. The labor management committee shall consist of three bargaining unit members and three members of the administration. This committee shall be utilized to improve communications, discuss safety concerns, to further develop a positive working relationship between labor and management and to deal with concerns arising out of this relationship. Negotiations or re-negotiations of the contract or grievance handling shall not be a function of this committee, however, clarification of the existing Agreement and the grievance process may be a function of this committee by mutual agreement.
- B. If a situation or problem arises which needs to be discussed, either the Administration or the Association may request a meeting. Said meeting shall be held at a time and a place agreed upon by both parties. In any event, such meetings shall not be held more than once per month.
- C. Any resulting clarification shall be for a specific problem and shall not prejudice any specific section of this Agreement.

**ARTICLE III – NEGOTIATIONS PROCEDURE**

3.01 Request for Meeting

Either party desiring to open negotiations to modify this contract shall notify the other party in writing no later than sixty (60) days before the expiration of this Contract. Notification in writing from the Association shall be addressed to the Superintendent and from the Board shall be addressed to the President of the Association. Neither party may be compelled to commence negotiations earlier than one hundred twenty (120) days before expiration of the Contract.

3.02 Meetings

Within fifteen (15) days from receipt of such notice, an initial meeting will be held for the purpose of establishing date(s) for the subsequent session(s). Each party shall present its written negotiations proposals not later than the second meeting, except by mutual agreement. Meetings shall be scheduled to interfere the least with school schedules.

3.03 Scope of Negotiations

The scope of negotiations shall be limited to wages, hours, terms and other conditions of employment.

3.04 Negotiating Teams

The parties, each in their sole discretion, shall select negotiating teams. Each team shall select a chief spokesperson who shall be in attendance at each negotiation session unless otherwise agreed to by the parties. The size of each negotiating team shall not exceed five (5), unless a larger size is agreed to by the chief spokesperson of the other team.

3.05 Request for Assistance

All participants have the right to utilize the services of lay or professional consultants. Consultants may be used in at-the-table deliberations.

3.06 Time Limits

- A. The chairman of either team may recess his/her team for independent caucus at any time. Caucus shall be of reasonable length (e.g. thirty minutes).
- B. Bargaining sessions shall last a maximum of three (3) hours, unless extended by mutual agreement.
- C. Days shall mean calendar days unless specified otherwise.
- D. Time limits established under Negotiations Procedures may be modified by mutual agreement.

3.07 Exchange of Information

- A. The parties agree to furnish upon written request and in a reasonable time public information concerning the financial status of the district and such other relevant available information as will assist the parties in the development and evaluation of proposals. Neither party is obligated to develop data or information not in existence or to rework, redraft, summarize, compute or otherwise develop data or information in other than its existing form.
- B. While negotiations are in progress, any release to the media must be mutually approved. Once impasse has been declared, by either party, such limitation shall be waived; however, press releases shall be provided to the other party at the time of release.

3.08 Agreement

- A. As negotiated items are agreed upon, they shall be reduced to writing and initialed by the chief negotiator of each party. Such initialing shall be construed as tentative agreement by both parties on that item or issue subject to final ratification by the membership of the Association and adoption by the Board.
- B. When final agreement is reached, it shall be reduced to writing and, when ratified by the Association and when approved by the Board, shall become a part of the official minutes of the Board. Neither the present Contract nor any agreement reached pursuant to this Article shall discriminate against any member of the bargaining unit regardless of membership or non-membership in the Association.

3.09 Mutually-Agreed-Upon Dispute

At any time after the 30th day of negotiations, the Association or the Board may declare that an impasse exists and request that the Federal Mediation and Conciliation Service provide a mediator to facilitate bargaining. The cost of such mediation shall be shared equally by the Board and Association.

The Association shall have the right to strike, pursuant to R.C. 4117.14(D)(2), once the contract has expired and the impasse procedure has been utilized. The parties agree that this provision is the mutually agreed upon dispute settlement pursuant to R.C. 4117.14(E).

3.10 No Reprisals

No reprisals of any kind shall be taken by either party or by any member of the Administration against any party involved in negotiations.

**ARTICLE IV – GRIEVANCE PROCEDURE**

4.01 Definition

- A. Grievance: A grievance is a claim by an employee or group of employees or the Association that there has been a violation, misinterpretation, or misapplication of the terms of this Contract.
- B. Days: A day shall be defined as a weekday (Monday - Friday) exclusive of holidays as defined in this contract.
- C. Party in Interest: Includes the employee or employees of the Association making the claim, including their designated representative(s) as provided herein, and any person or persons who might be required to take action or against whom action might be taken in order to resolve the grievance.

- D. Grievant or Aggrieved: A grievant(s) or aggrieved person(s) shall be any party(ies) acting under the definition in 4.01 A.

#### 4.02 Rights of Parties

- A. Representation: A grievant shall have the right to be accompanied at all formal steps of this procedure by a representative of the Association who may be a bargaining unit member. Both parties shall have the right to legal counsel and/or consultant(s) employed by the parties to this contract.
- B. Grievance Processing: Parties in interest meeting during school days with a representative of the Board pursuant to this Article, shall be released from regular duties without loss of pay.
- C. Witnesses: Each party shall have the right to include in its representation such witnesses as it deems necessary to develop facts pertinent to the grievance.
- D. Record Keeping: All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel file of any employee involved.
- E. No Reprisals: No reprisals of any kind shall be taken by the employer or any of its agents against any grievant, any representative, any member of the Association or such other participant in the grievance procedure by reason of such participation. Similarly, no reprisals of any kind shall be taken by the grievant, the grievant's representative or the Association against the employer or any of its agents.
- F. Information: The parties who are directly involved in the investigation of a grievance shall cooperate with each other and furnish such readily available information as requested by the other party in order to facilitate the processing of the grievance.
- G. Expedition of Grievances: If the Association and the Superintendent agree, Step 1 of the Grievance Procedure may be bypassed and the grievance brought directly to the Superintendent.
- H. Association/Class Action Grievances: If the Association and the Superintendent agree in writing, Step 1 of the Grievance Procedure may be bypassed and the grievance brought directly to the Superintendent at Step 2 or upon agreement in writing by the parties to Arbitration at Step 4.

#### 4.03 Time Limits

Time limits specified herein are considered maximum; however, they may be extended by mutual agreement of the parties. Failure by the employer at any step of the grievance procedure to meet the time limits specified herein, unless specifically extended, shall permit the grievance to be processed at the next level. The parties agree that every reasonable effort will be made to expedite the grievance process. Whenever illness or other inability prevents attendance of either party or its representatives at a grievance meeting, the time limits for such a meeting shall be extended to a date when such persons can be present. Failure of the grievant to appeal within the timelines as mutually adjusted shall constitute a withdrawal of the grievance.

#### 4.04 Informal Procedure – Optional

A grievance may first be presented to the immediate supervisor in an attempt to promptly resolve the problem. If resolution of the problem is not achieved, a formal grievance may be processed as follows. If the grievant utilized the Informal Procedure, an additional ten (10) workdays shall be granted for filing of the formal grievance to the appropriate step.

#### 4.05 Formal Procedure

##### A. Step 1--Immediate Supervisor

The employee or the Association may present the grievance in writing on the Grievance Form set forth in the Appendix to this agreement to the employee's immediate supervisor within twenty (20) workdays of the time the grievant became aware or should have become aware of the act. The immediate supervisor shall arrange for a meeting to take place within 5 workdays after receipt of the grievance. The Association's representative(s), the grievant, and the immediate supervisor shall be present at the meeting. The immediate supervisor shall provide the grievant and the Association with his/her written answer to the grievance within three workdays after the conclusion of the meeting.

##### B. Step 2--Superintendent

If the grievance is not resolved at Step 1, or if the time limits are not met, the Association may process the grievance to the Superintendent within five workdays after the receipt of the Step 1 answer, or within eight workdays after the meeting in Step 1, whichever is later. The Superintendent shall arrange for a meeting with the Association representative(s) and the grievant to take place within five workdays of the Superintendent's receipt of the appeal. Upon conclusion of the hearing, the Superintendent shall provide the grievant and the Association with his /her written answer to the grievance within three workdays after the conclusion of the meeting.

C. Step 3--Board (Optional)

If the grievance is not resolved at Step 2, or if the time limits are not met the Association may process the grievance to the Board at its next regular meeting after the Superintendent's written response should have been rendered. At the option of the Association, this Step 3 may be waived and the grievance submitted instead to arbitration in accordance with Section 4.05 D of this Article, unless the Board objects thereto before the end of the next workday following the Superintendent's receipt of the Association notice of intent to submit the grievance to arbitration. Upon conclusion of the hearing, the Board shall have five workdays in which to provide its written decision to the Association.

D. Step 4--Arbitration

- (1.) If the grievance has not been resolved through the preceding procedure, or if the Board has not issued its written answer within the time prescribed in Step 3, the Association may submit the grievance to arbitration by the rules and regulations of the American Arbitration Association whose rules and regulations shall likewise govern the proceedings. If a demand for arbitration is not filed within thirty (30) workdays of the date for the Board's Step 3 answer or the Superintendent's decision if the Association and Board have waived Step 3, then the grievance will be deemed withdrawn.
- (2.) The decision of the arbitrator shall be final and binding upon the parties. The authority of the arbitrator shall be to determine controversies involving the interpretation, application, or alleged violation of specific provisions of this Contract, and the arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Contract, or to arbitrate any matter not specifically provided for by this Contract.
- (3.) Each party shall bear the full cost for its representation in the arbitration proceedings. The costs and expenses of the arbitrator and the American Arbitration Association shall be divided equally between the parties.
- (4.) Should either party desire a transcript of the proceedings, they shall bear the full cost for that transcript. Should both parties request a transcript, then the costs for the transcripts shall be divided equally between the parties.

## ARTICLE V – EMPLOYMENT AND SENIORITY

### 5.01 Definition of Vacancy

A vacancy shall exist in the bargaining unit when:

- A. An employee dies;
- B. An employee resigns;
- C. An employee retires;
- D. An employee's employment is terminated or non-renewed;
- E. An employee is transferred;
- F. An employee is promoted;
- G. An employee's leave of absence extends beyond one school year;
- H. A new position is created, and
- I. The Board determines that a vacancy exists.

#### 5.02 Notification

When the Board/designee determines that a vacancy exists in the bargaining unit, or creates a new position in the unit, such position shall be posted within three (3) days after the determination of the existence of the vacancy of the close of the period in 7.02. Any vacancy in the bargaining unit shall be posted for a minimum of six (6) days. Vacancies shall be posted in an area(s) frequented by unit members. During the summer months, such notice shall be mailed to the Association president and those employees who have so requested in writing.

#### 5.03 Content of Posting

Each vacancy posting shall contain the following:

- 1. Job Title and Classification
- 2. Anticipated starting date.
- 3. Hours of work (Number and shift, if known).
- 4. Minimum qualifications.
- 5. Closing date of the posting period.

Employees interested in the vacated positions shall be given a copy of the job description for the posted position, upon request.

5.04 Vacancy Bidding Period

Employees shall have six (6) days from the date of notification of vacancy to apply for any vacancy in writing to the Superintendent.

5.05 Selection Procedure

- A. The successful applicant must meet all of the minimum qualifications established by the Board for the vacant position. The Board may assess employee qualifications through interviews, testing (where applicable), employee evaluations, educational background and previous work experience based on the job posting.
- B. If there is more than one qualified applicant then the successful bidder shall be the applicant with the greatest seniority.
- C. Bargaining unit members who have applied for the position will be notified if they have or have not been granted the position. The reasons for the rejection shall be included in such notification.

5.06 Trial Period Probationary

- A. A unit member who is awarded a transfer to a vacant position will take the position subject to the following:
  - 1. At any time during the initial ten (10) day working period in his/her new position, he/she may be removed and reassigned to his/her former position should his/her work not be satisfactory.
  - 2. During the ten (10) day period, the unit member may request to be returned to his/her former position. (The position will not be posted or filled during the ten [10] day period.) This provision shall not be interpreted so as to preclude the Board from electing to fill this position with a substitute during this period.
- B. All employees shall serve a probationary period of not more than sixty (60) workdays. During an initial probationary period, dismissal shall not be subject to the grievance procedure. Except for dismissal, all provisions of the collective bargaining agreement apply to probationary employees.

5.07 Classification Pay

When an employee is assigned by the administration to perform the work of another non-administrative classified position with a higher rate of pay, for a period of more than four (4) hours in a day, such employee shall receive the rate of pay for that position, if the work the employee is asked to perform is beyond the scope of the employee's regular job description.

## 5.08 Substitutes

### Employment of Substitutes.

The Board shall make every attempt to provide a substitute employee whenever an employee is absent, and the absent employee's work must be performed on a daily basis. If a substitute cannot be secured and another employee is required to perform the work of an absent employee, the administrator shall attempt to adjust workloads or may authorize sufficient overtime for such employee performing the additional work. It is recognized, however, that in all cases of absence by employees, substitutes may not be secured.

## 5.09 Transfers

If an employee is to be transferred from an assignment in his/her job classification to another assignment in that classification, the Superintendent/designee shall meet with the affected employee no less than five (5) work days prior to the date of the intended transfer. Subsequent to this meeting the Superintendent/designee shall notify the Association President of the transfer. The provisions of this section shall not be interpreted so as to waive any rights granted pursuant to the Ohio Revised Code.

## 5.10 Seniority Defined

Seniority shall be defined as an employee's length of continuous service with the Board as determined by the original date of hire as a regular employee. Seniority shall not be interrupted by time spent on Board-approved leaves of absence. Seniority for part-time employees hired subsequent to January 1, 1989, shall be calculated pursuant to the following formula:

30-24 scheduled hours = 75% x years of service

23-19 scheduled hours = 50% x years of service

18 - 0 scheduled hours = 25% x years of service

Where two (2) or more employees have an identical seniority date, the tie shall be broken by lot.

## 5.11 Posting of Seniority List

The Board shall, in September and February of each school year, prepare and post, a seniority list indicating the first day worked, the date of hire, the date of employment application, the current classification of the employee, and the years of seniority for each employee. The President of the Association shall be provided with a copy of the seniority list prior to posting.

## 5.12 Seniority List Inaccuracies

Each employee shall have a period of thirty days after posting of the semester up-to-date seniority list in which to advise the Board or its agents in writing of any inaccuracies which affect his/her seniority. No protest shall be considered after thirty days of the posting of the seniority list, and the list shall be considered as final. The Board or its agents shall investigate all reported inaccuracies and make such adjustments as may be in order and post the corrected list immediately. If the employee is unable to resolve his/her dispute regarding placement on the seniority list, the employee may file a grievance.

## 5.13 Discipline and Discharge

### A. Just Cause and Due Process

Employees shall not be discharged, suspended and/or disciplined without compliance with the progressive discipline procedure set forth below. Discipline of employees resulting in verbal and written warnings shall not be arbitrary or capricious. Discipline resulting in suspension or discharge shall be for just cause.

### B. Progressive Discipline

Based on the severity of the situation, disciplinary action shall normally follow the steps outlined below; however, if the situation warrants, more severe discipline may be imposed on the employee without compliance with the steps set forth below.

1. Verbal warning--first offense
2. Written warning--second offense
3. Suspension of one (1) day or two (2) days--third offense
4. Three (3) day suspension--fourth offense
5. Five (5) day suspension--fifth offense
6. Discharge--sixth offense

Employee offenses need not be of a similar nature for discipline to progress.

### C. Disciplinary Conference--Immediate Supervisor Level

An employee shall have the right to an Association representative at any meeting that the employee reasonably believes may possibly result in disciplinary action. When a supervisor schedules a meeting for the purpose of issuing discipline, s/he shall give the employee and the Association President one (1) day of advance notice.

### D. Disciplinary Conference--Suspension or Discharge

When the Superintendent/designee intends to suspend or discharge an employee, unless the welfare of students, other district employees, and/or the district is

adversely affected, and/or dependent upon the seriousness of the offense, a notice shall be made in writing and served in person or by certified mail upon the employee and the Association President a minimum of three (3) days prior to a conference at which the possible discipline shall be discussed.

E. Privacy of Proceedings

No employee shall be reprimanded or disciplined in the presence of other bargaining unit employees (acting in a non-representative capacity) or in public. Any and all events related hereto shall be conducted in private and remain confidential, to the extent permitted by law.

F. Employer-Employee Communications

Nothing contained herein shall prevent verbal communications between administrators and employees with the presence of a representative. Such contacts including commendation, questioning, suggesting, directing, reminding and correcting, shall be termed casual (not disciplinary in nature) and shall not require the presence of an Association representative. If an employee reasonably believes such communication is becoming disciplinary in nature, the employee has the right to ask that an Association representative be present.

G. Corrective Program

The Board and the employee, shall, if appropriate, establish a program designed to correct the deficiencies which form the basis of the disciplinary action. The Board shall provide reasonable time for correction provided the employee cooperates.

H. Right to Grieve

All discipline may be subject to review under the grievance procedure.

I. Removing Material from Personnel File

Any written record of disciplinary action will be kept in the employee's active personnel file as defined herein. After three (3) years these records may be reviewed and any materials determined to be obsolete may be removed in accordance with Ohio law.

J. Non-Renewal not Discipline

Non-renewal under 3319.081 shall not be considered to be discipline.

## ARTICLE VI – REDUCTION IN FORCE

### 6.01 Reasons for Reduction in Force

When the Board determines that it is necessary to reduce classified staff by the suspension of individual employee contracts, due to lack of work, lack of funds, or the return of adequate student enrollment to programs where students engaged in vocational training are normally utilized within classifications defined in Section 1.02, the procedure set forth below shall be employed.

The Board will make every attempt to reduce the number of employees whose contracts are suspended by a reduction in force by not employing replacement(s), insofar as practical, for those who resign, retire or otherwise vacate a position.

### 6.02 Order of Reduction in Force

Within the classifications in which a contract suspension will occur employees on a limited contract will be reduced first beginning with the least senior employee on a limited contract. Additional contract suspensions in the classification(s) to be reduced shall begin with the least senior employee holding a continuing contract until the reduction is complete.

### 6.03 Notification to the Association of Implementation of Reduction in Force

The Superintendent shall notify the Association, in writing, of the Board's intent to suspend employee contracts, for the purpose of implementing a reduction in force in this bargaining unit at least thirty (30) days prior to the effective date of the RIF. Said notification shall list the classification(s) and the employee(s) which the Superintendent anticipates will have their contracts suspended by the reduction in force, and shall state the reason for the reduction in force.

### 6.04 Notification to Affected Employees

The Superintendent shall notify each employee, in writing at least twenty (20) days prior to the effective date of the RIF, who he/she anticipates will have their contracts suspended by the reduction in force. Such employee so notified shall have the right to exercise bumping rights granted pursuant to the terms of this agreement for a period of ten (10) days from the date of notification.

### 6.05 Notice to Bargaining Unit

No sooner than three days following notice to affected employees, the Superintendent shall post in a conspicuous place a list containing the names, seniority dates and classifications of the employee(s) in the classifications in which the reduction is anticipated.

## 6.06 Bumping Rights

- A. An employee reduced under the provisions of this Article shall have the right to bump the least senior employee in a lower classification within the same classification series as defined below, so long as the employee being bumped has less seniority than the employee exercising his/her bumping rights. Such employees shall have the right to bump part-time employees in their job classification.

Employees who have been notified that their contract will be suspended shall have the right to bump an employee with less district seniority in another classification, provided that the employee demonstrates to the Superintendent/designee that he/she meets the qualifications which have been established by the Board for the position.

### B. Classification Series

1. Cafeteria Series
  - a. Head Cook
  - b. Cook
2. Custodial Personnel Series
3. Secretarial Personnel Series
4. Custodial/Maintenance Personnel Series

## 6.07 Recall Rights

Employees shall retain the rights to remain on a recall list for a period of three (3) years from the effective date of a Reduction in Force.

## 6.08 Right to Return from Recall List

Laid off employees shall be recalled to positions which become available within their classification in reverse order of layoff. An employee on the recall list shall have the right to apply and be considered for any bargaining unit vacancy pursuant to the provisions of Articles 5.01-5.06 of this contract. The Board shall not hire any new employee to any classification while there are employees on the recall list who have been laid off from that classification.

## 6.09 Notice of Recall

Notice of recall and posting of each bargaining unit vacancy shall be sent by certified mail to the last known address of the employee. Concurrent with notification to the laid off employee, the Superintendent shall notify the Association President of the opportunity for recall. Each employee is required to respond by certified mail or appear in person at the office of the Superintendent/designee within ten (10) days of receipt of the notice. If an employee declines recall to a position within the employee's classification, or fails to

respond to the notice of recall within the ten (10) day period set forth in this Article then the employee's name shall be removed from the recall list.

6.10 Reinstatement Rights from RIF

If reinstated during the recall period, the employee shall retain all seniority accumulated prior to the layoff. Such employee shall in addition be credited with any sick leave accumulated prior to the date of layoff.

6.11 Notification of Vacancies

In addition to the recall rights set forth herein, the Board shall notify laid off employees of all bargaining unit vacancies. Laid off employee(s) shall have the right to apply and be considered for such vacancies.

**ARTICLE VII – WORKING CONDITIONS**

7.01 Job Descriptions

- A. The Administration and Association will periodically review the job descriptions of employees in this bargaining unit in order to determine if a more comprehensive description is needed.
- B. When it is determined that changes in the descriptions are needed, the Superintendent and Association President shall form a committee consisting of two (2) administrators appointed by the Superintendent, and two (2) employees in that classification (if possible) appointed by the Association President. The committee shall review the proposed modifications to the description, and make recommendations regarding such modifications to the Superintendent.
- C. The provisions of this section shall not be interpreted so as to waive any rights granted pursuant to the Ohio Revised Code.
- D. The Association will be furnished, upon request, a copy of the job description for each classification covered under the terms of this agreement.
- E. All newly hired employees shall be furnished with a copy of their job description upon hiring. All other employees shall receive a copy of their job description upon request.

7.02 New Job Descriptions

The Superintendent shall provide to the Association President, ten (10) days before posting, a copy of the job description for any newly created bargaining unit position. The

Association shall give input to the Superintendent regarding the content of said description prior to the end of the ten (10) day period for review.

7.03 Contracts

Employees who are newly hired or reemployed shall receive a contract which shall contain the job classification, number of days and hours to be worked, salary and number of holidays.

7.04 Employee In-Service and Training

- A. Upon employee request and Board/designee approval, in-service programs may be provided in areas of interest and concern relative to employee job classifications. Said in-service shall be provided without loss of pay to the employees participating in the program.
- B. With the Board's/designee's approval, bargaining unit members may be granted professional leave, with pay, to attend workshops that are offered relative to their classification. The cost of the unit member's registration fees, meals, lodging and transportation will be reimbursed subject to the procedures set forth below:
  - 1. The employee shall be reimbursed for actual cost incurred for registration, transportation by a common carrier or by personal vehicle, and housing at the cost of a double-room rate unless a single room is required, providing invoices are submitted.
  - 2. Reimbursement shall be at the rate of the amount set by the Internal Revenue Service in personal automobiles and a maximum of fifty dollars (\$50.00) per diem for meals. Meal receipts must be submitted for reimbursement.
  - 3. Expenses described in this section which can be verified in advance shall be paid in advance by the Board. Expense reimbursement shall be made to the employee within ten (10) workdays after submission of the voucher. In the event that the expense is not incurred or the employee does not attend the activity/meeting, the Treasurer shall deduct said advance from the next regular pay. In the event of an emergency or special circumstance, the employee shall notify the Superintendent and this provision shall be waived.
  - 4. Requests for said leave shall be made in writing to the Superintendent at least one (1) week prior to the Board meeting preceding the trip.
- C. Bargaining unit members may attend on a space available basis, subject to the approval of the Superintendent/designee, tuition free, Mahoning County Career & Technical Center sponsored adult programs, relative to their classification.

Requests for attendance, tuition free, to courses outside of classification but relevant to other positions employed by the CTC, may be approved at the discretion of the Superintendent.

- D. Scheduling Meetings: The Board shall schedule inservice and training programs as needed. Such meetings shall be scheduled with the input of the Association and shall be mandatory. Except for emergencies, the Board shall reserve the right to modify the normal work schedule or deny leave and vacation requests in order to facilitate such meetings.
- E. Except as directed by the Superintendent or Superintendent's designee, bargaining unit members are entitled to attend any NEOEA Day conference, workshop, or activity sponsored by NEOEA without loss of pay. If directed to work, the bargaining unit member shall be paid in accordance with law.
- F. Building Mentor: When a new bargaining unit member has been hired, the employee shall be assigned a building mentor for the duration of time deemed necessary by the Administration to familiarize the employee with district policy, building procedures, and act as a guide. The mentor shall be designated by the Superintendent or his/her designee, but must agree to be a mentor. Building mentors will receive a stipend equal to 1% of their base annual salary, to be paid for the length of time they are assigned as a mentor. Mentors shall keep confidential all discussions, actions, materials and other information to the extent permitted by law.

#### 7.05 Employee Protection

- A. The Board will not assign bargaining unit members to instructional or supervisory responsibilities, unless such responsibilities are the employee's normal duties. Bargaining unit members will not assume responsibility for the instruction or supervision of students. The Board shall comply with the provisions of ORC 2744.07.
- B. Within ten (10) days of the submission of a request by the Association, the Administration shall provide in-service training for all bargaining unit members (or appropriate groups of bargaining unit members) regarding the appropriate action to take when faced with instructing or supervising students.

#### 7.06 Payroll Deductions

The Board shall continue all payroll deductions provided in the previous school year, which shall include the following:

Credit Union  
Annuities  
Cancer Insurance

United Way  
Association Dues

7.07 Payroll Practices

Effective with the 2021-2022 contract year, the employee will be paid on a 24-pay plan. Employees shall be paid by direct deposit effective with the 2021-22 school year.

7.08 Personnel Files

The Board shall maintain one Personnel File and one Treasurer's File for each employee. If an employee believes that any item of information contained in the files is misleading, inaccurate, incorrect, inappropriate or non-factual, the employee shall have the right to attach a rebuttal to that item and may file a grievance, pursuant to the terms of the grievance procedure set forth herein, for the purpose of having the item corrected and/or expunged exclusive of the content of a written evaluation. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel file of any employee involved.

A. Personnel File

The Personnel File may contain the following:

1. Pre-Hiring confidential references;
2. Correspondence to employee;
3. Job performance information and related data (e.g. evaluations, disciplinary records, commendations, etc.);
4. Applications for vacancies, transfer and promotions;
5. Employment records (e.g. name, sex, race, interviewers recommendations, application for employment, information related to application and/or initial employment, transfer or promotions).

Any material placed in the employee's Personnel File shall be shown to the employee with the exception of documents in item A.1. above. A copy shall be provided to the employee upon request.

B. Treasurer's File

The Treasurer's file shall contain only the following routine information:

1. Contracts and salary notices;
2. Salary information;
3. Sick leave and personal leave records;
4. Work calendar;
5. Other employment records (e.g. SERS forms, applications for leaves, vacation request forms, accident reports, etc.)

The Board shall not be required to provide a copy of the items contained in the Treasurer's File provided the employee previously received a copy. Additional copies shall be provided at the employee's cost.

7.09 Smoking

Employees shall not smoke tobacco in school buildings or on school grounds except in the employee's vehicle. Discipline under this provision shall be equally applied to all bargaining unit members.

**ARTICLE VIII – EVALUATION OF EMPLOYEE PERFORMANCE**

8.01 Purpose

The purpose of the evaluation procedure set forth herein is to:

- A. Assess employee's overall job performance,
- B. Provide recognition of employee performance strengths,
- C. Assist employees in improving job performance,
- D. Provide professional growth opportunities for employees.

The administration shall provide employees with an opportunity for input in the development of job and performance goals used in the process of employee evaluation. This evaluation procedure shall not be used as a substitute for employee discipline.

8.02 Evaluation Form

The performance of each employee shall be evaluated in writing by the Immediate Supervisor(s), using the Evaluation Form in the appendix to this contract.

8.03 Employee Evaluations

All employees shall be evaluated at least yearly, but may be evaluated as many times as deemed necessary by the Superintendent.

A. Notice of Evaluation Conference

Each employee shall be given a minimum ten (10) workdays' notice for the Conference. If the evaluator cannot meet this timeline because of extenuating circumstances, he/she shall notify the employee and they shall mutually establish a new time for the Conference. If the employee cannot attend this meeting because of an excused absence, the evaluator shall schedule with the employee a makeup date for the Conference. Such date shall be the controlling date under those set forth in this agreement.

B. Evaluation Conference

At the Conference, the immediate supervisor shall discuss performance goals, duties and responsibilities of the position, prior work performance, and any prior discipline. Only items discussed in the Conference shall be addressed in the written evaluation. The written evaluation will be presented within five (5) workdays of the Conference and a copy signed by the employee. A copy of the evaluation form shall be placed in the employee's personnel file.

8.04 Termination and Non-renewal

Termination and/or non-renewal of an employee's contract after the employee has been given a reasonable opportunity to improve shall be pursuant to this agreement.

**ARTICLE IX – PAID LEAVES**

9.01 Holidays

All full-time bargaining unit members who work 250 days or more per school year shall be granted the following paid holidays:

New Years Day	Labor Day
Martin Luther King Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Eve
Fourth of July	Christmas

All full-time bargaining unit members who work 200-249 days per school year shall be granted the following paid holidays, if the holidays fall within their contracted work schedule:

New Years Day	Labor Day
Martin Luther King Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Eve
	Christmas

All full-time bargaining unit members who work 199 or fewer days per school year shall be granted the following paid holidays, if the holidays fall within their contracted work schedule:

New Years Day  
Good Friday  
Memorial Day

Labor Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Eve  
Christmas

Part-time employees shall receive Christmas as a paid holiday.

Should any of the designated holidays specified above fall on a Saturday, it shall be celebrated on the preceding Friday. Those holidays which fall on a Sunday shall be celebrated on the following Monday.

#### 9.02 Vacation

- A. After service of one year with the Board of Education, each full time unit member is entitled to a vacation leave as follows:

1 year through 4 years--10 days  
5 years through 9 years--15 days  
10 years and beyond--15 days with one additional day per year of service beyond 10 years to a maximum of 20 days

After completing six (6) months of employment with the Board of Education, a newly hired employee may request an advancement of up to five (5) days of vacation from their next year's vacation entitlement.

- B. In order for an employee to qualify for vacation, he/she must be scheduled to be in service 2000 hours or more in each calendar year. Service of one year is defined as from the date of hire to the anniversary date. Vacation may be taken in  $\frac{1}{4}$  day increments at any time during the calendar year subject to recommendation by the Supervisor and approval by the Superintendent, whose approval shall not be unreasonably withheld.
- C. A request for vacation must be submitted to the Superintendent on the online form provided by the Board. This form must be submitted 10 days prior to the date requested for vacation.
- D. Effective September 1, 2001, an employee's maximum accrual may never exceed 1.5x that year's vacation allowance.

### 9.03 Sick Leave

- A. Employees may use sick leave upon the approval of the Superintendent for absences due to illness, pregnancy, injury, exposure to contagious disease and for illness or death in the immediate family.

Immediate family shall be interpreted to include: Father, mother, grandparents, brother, sister, husband, wife, child, step-child, parent-in-law, or any member of the household who has stood in the same family relationship with the employee as any of these.

- B. Each employee shall be entitled to accumulate sick leave credit at the rate of one and one-fourth (1-1/4) days per month, to a maximum of fifteen (15) days per year and shall be able to accumulate to a maximum of 280 days. Employees may take sick leave in one fourth (1/4) day increments. Accumulations and usage shall be pro-rated for part-time employees.
- C. Each newly hired employee and each employee who has exhausted his/her accumulated sick leave shall be entitled to an advancement of five (5) days of sick leave each school year to be charged against sick leave he/she subsequently earns.
- D. Any employee transferring to the Board from another public agency shall be credited with the unused balance of his/her accumulated sick leave upon verification from such public agency provided that employment with the Board takes place within ten (10) years of the date of the last termination of employment from another public agency.
- E. The Superintendent shall require a member of the employee unit to furnish a written signed statement on sick leave online forms.

#### Attendance Incentive

Effective with the 2009-2010 school year, any employee who does not use any personal, sick or unpaid leave during a school year shall receive a stipend of \$300. If an employee misses one day (either personal, sick or unpaid) the employee shall receive \$200. If an employee misses two days (either personal, sick or unpaid) the employee shall receive \$100. If the employee misses more than two days, no attendance incentive shall be paid.

### 9.04 Personal Leave

- A. Personal Leave Defined

Personal leave is defined as leave which must be used to conduct business or personal affairs which cannot be conducted at any time other than during the

regular working day without creating an undue hardship. Personal leave cannot be used to work another job for pay, including self-employment.

B. Entitlement to Leave

An employee shall be granted, upon request, three (3) days of personal leave per year without loss of salary.

C. Additional Leave Requests

In addition, an employee may be granted personal leave for other similar situations. Leave requested for reasons not specifically designated in this provision may be subject to the approval of the Superintendent of Schools.

D. Submission of Leave Request

Requests for approval of personal leave shall be made to the Superintendent at least forty-eight (48) hours prior to the requested day(s) except in the case of emergency. Personal leave may be taken in  $\frac{1}{4}$  day increments.

E. Conversion of Unused Days

A unit member's unused personal leave will be converted to sick leave at the end of the unit member's contract year. Each unused personal leave day will be converted to one sick leave day, but maximum sick leave accumulation cannot be exceeded.

F. Restrictions

Personal leave days shall not be cumulative.

9.05 Jury Duty

An employee called to serve as juror or as a witness under subpoena shall be granted leave for such purpose, shall receive full salary during such service, and shall suffer no loss of other leave provided by this Contract.

9.06 Assault Leave

A. Entitlement to Assault Leave

A unit member who must be absent due to physical disability resulting from an unprovoked assault on such unit member which occurs in the course of Board employment, on school grounds, during school hours or where required to be in attendance at a school sponsored function shall be eligible for assault leave. Full pay status (days shall not be charged to sick leave) under Assault Leave can be

granted up to a maximum of the first fifteen (15) days beginning with the first day of said leave.

B. Eligibility shall be determined by the Superintendent and will be based on a signed statement on the appropriate form which shall include the following:

1. A written, signed statement describing the circumstances and events surrounding the assault, the cause thereof including the location, the time of the assault, the names and addresses of the victims and witnesses and a description of the injuries sustained by each victim of the assault unless impossible to do so.
2. A certificate from a licensed physician stating the nature and possible duration of the injury sustained causing absence.
3. If the anticipated duration of the leave is more than that set forth in A, the Superintendent may consider requests for additional days of leave. Provided that the attending physician has stated, in writing, that the additional days are medically necessary.

C. Police Report

The employee shall file a criminal complaint against the person who committed the assault. If the assailant cannot be identified, the employee shall cooperate with authorities to identify the assailant. Employees shall also cooperate with the prosecutor preparing the case against the assailant. In the event the case proceeds to trial, the employee shall be ready and willing to testify as to the facts of the assault. If the trial occurs during the employee's workday, there will be no loss of pay or benefits.

#### 9.07 Trade Days

An employee and his/her immediate supervisor may upon mutual agreement submit a request to the Superintendent to modify the work calendar of an employee, such that the employee will work on a day which is not a required work day of the employee's personal contract. The employee will be compensated for this day by not working on a required work day.

#### 9.08 Workers' Compensation

All employees covered under this agreement are protected under the Workers' Compensation Act of Ohio, in cases of injury or death incurred in the course of, or arising out of, their employment.

The employee shall have the option to use sick leave or wage reimbursement under the Act.

9.09 Conference Night

Bargaining unit members required to work conference night outside the regular scheduled day shall not be required to work the day before the next holiday recess. If scheduled to work the day before the recess and worked conference night, the employee will be compensated in accordance with Ohio and federal law.

Personnel shall be notified before the beginning of the school year if required to work conference night, and such notification shall be reflected on the employee's job calendar.

**ARTICLE X – FRINGE BENEFITS**

10.01 Employee Insurance

A Board-Provided Insurance

The Board shall provide all full-time employees, except those hired under Section 10.09 of this Agreement with insurance coverage pursuant to the MCSEIC Plan.

Employees shall contribute, on a monthly basis through payroll deduction, eleven percent (11%) towards the cost of the premium of Comprehensive Hospitalization and Surgical; Major Medical; Outpatient; Surgery; Diagnostic; Laboratory; Emergency Care; Prescription Drug, and Dental Coverage.

The Board shall provide 100% of the total cost of Term Life Insurance/Accidental Death and Dismemberment.

Married couples who are both employees of MCCTC must select either two single plans or one family plan and is not subject to the requirements of Spousal Eligibility.

Spousal Eligibility

1. In fiscal years 2010, 2011 and 2012 only, eligible employees shall receive payment for actual health insurance premiums paid by their spouses, up to a maximum of \$600.00 each year. Written documentation by the spouses' employer of the amount paid, and certified by the district employee, must be provided to the treasurer by the end of each school year to receive payment.
2. (a) Effective September 1, 2009 an employee's spouse who is enrolled for coverage with the district and who has retired and has access to continuous group health insurance coverage pursuant to his/her retirement must enroll in the retirement health insurance plan for at least single coverage. Effective July 1, 2012, an employee's spouse who is enrolled for coverage with the district and who has

retired and has access to continuous group health insurance coverage pursuant to his/her retirement must enroll in the retirement medical and prescription drug insurance plans for at least single coverage.

- (b) Effective September 1, 2009, an employee's spouse who is enrolled for coverage with the district and who is employed for a minimum of twenty (20) hours per week by a school district covered by the Mahoning County Insurance Consortium must enroll in his/her employer's health insurance plan for at least single coverage. Effective July 1, 2012, an employee's spouse who is enrolled for coverage with the district and who is employed for a minimum of twenty (20) hours per week by a school district covered by the Mahoning County Insurance Consortium must enroll in his/her employer's medical and prescription insurance plans for at least single coverage.
- 3. Effective with new employees hired on or after September 1, 2009, the employee's spouse who is enrolled for coverage with the district must enroll in his/her employer's health insurance for single coverage minimally if the employee's spouse:
  - (a) works a minimum of twenty (20) hours per week; and
  - (b) has access to continuous group health insurance coverage pursuant to employment outside the district.
  - (c) Effective July 1, 2012, any employee referenced in 3. above who has a spouse who is enrolled for coverage with the district must enroll in his/her employer's medical and prescription drug insurance plans for single coverage minimally if the employee's spouse:
    - (i) works a minimum of twenty (20) hours per week; and
    - (ii) has access to continuous group health insurance coverage pursuant to employment outside the district.
- 3. Effective September 1, 2009, an employee's spouse not covered in Section 2. above who is enrolled for coverage with the district must enroll in his/her employer's health insurance for single coverage minimally if the employee's spouse:
  - (a) works a minimum of twenty (20) hours per week; and

- (b) has access to continuous group health insurance coverage pursuant to employment outside the district at a cost of not more than Three Hundred Dollars (\$300.00) per month.

Effective July 1, 2012, an employee's spouse not covered in Section 2. above who is enrolled for coverage with the district must enroll in his/her employer's medical and prescription drug insurance plans for single coverage minimally if the employee's spouse:

- (a) works a minimum of twenty (20) hours per week; and
  - (b) has access to continuous group health insurance coverage pursuant to employment outside the district at a cost of not more than Three Hundred Dollars (\$300.00) per month.
4. An employee's spouse is deemed to have "access to continuous group health insurance" coverage when:
- (a) the spouse can enroll in his/her employer's health insurance plan, or;
  - (b) the spouse elects not to enroll in his/her employer's plan but receives a stipend or higher salary, or the spouse could have taken the health plan and not taken the stipend, or;
  - (c) the spouse receives a "cafeteria" or similar plan benefit from the spouse's employer that allows the spouse the choice of health insurance, life insurance, annuity premium or other benefits, or;
  - (d) the spouse is the owner, partner, or has a form of proprietary interest in an enterprise that provides no-cost health benefits to its employees.
5. Each employee who has enrolled in the district's family insurance plan must complete and provide to the Treasurer COB Form annually on or before September 1 of each school year.

B. Change in Carriers

If, at any date following the ratification of this Agreement, the Board elects to change the insurance carriers that provide any of the coverage and services specified herein, the Association President shall be notified in writing not less than thirty days prior to the effective date of the change in carriers. At the time of said notification, the Board shall provide to the Association a complete copy of the bid specifications of the certificate of insurance for the new plan setting forth in detail the specifications of coverage and services to be provided by the new carrier.

C. Change in Coverage Status

Effective the first day of the month following employee notification, an employee may change the coverage status (single or family) with the carrier when a change in the employee's coverage status is prompted by a loss of spouse's coverage, divorce, marriage, childbirth, adoption, pre-adoption, assumption of a dependent, death of a spouse or any other situation approved by the insurance carrier.

D. Continuation of Benefits

1. The Board shall permit all employees who have been granted unpaid leaves of absence or who are on layoff status to remain in the employee insurance group for all coverages provided by the Board at the employee's expense for the duration of unpaid leave or entitlement to reinstatement.
2. Insurance coverage for employees who have been granted paid leaves of absence shall continue to be provided by the Board.

10.02 Specific Coverage

(This Section now covered in a separate medical plan booklet)

Insurance Opt-Out

Effective September 2004 employees shall have the option to opt-out of the district's medical, dental, vision and prescription benefits plans. Employees who opt-out of all benefits plans shall receive \$1,000 per year in lieu of benefits, payable at the end of each year. Employees must indicate their desire to opt-out of the benefits plans by August 15 of each year and remain out for 12 consecutive months. New employees shall have four (4) weeks from their hire date to exercise their opt-out and shall have their amount prorated for late hires. Employees must show proof of other insurance before they will be allowed to opt-out of the district's medical, dental, vision and prescription benefits.

10.03 Employee Assistance Program (EAP)

It is recognized that a variety of personal, physical, and/or psychological problems may interfere with the ability of employees to perform satisfactorily while on the job. Many problems may be successfully treated resulting in enhanced job effectiveness. The purpose of this program is to assist individuals in getting the help they need.

1. Through the Employee Assistance Program, referral and rehabilitation services are available to employees, their spouses, and their covered dependents who have alcohol, drug, emotional, and/or other psycho/social problems. Job security or promotional opportunity will not be jeopardized by seeking or entering a program of treatment.

2. Employees, their spouses, or covered dependents, who suspect that they may have a problem are encouraged to voluntarily take advantage of this program and to follow through with any prescribed treatment. The referral service of the program will be furnished at no cost to employees. The cost of rehabilitation and treatment will be covered to the extent that benefits are provided under contract health care benefits.
3. The confidential nature of referrals will be strictly preserved. All related records, if any, will be regarded as highly confidential. The Board of Education and other employees will not have access to diagnostic or treatment information unless the employee requests that the information be released to individuals specified by the employees.
4. Voluntary acceptance of this assistance program will not be a valid reason for poor job performance and will not result in any special regulations, privileges, or exemptions from current practices applicable to job performance requirements. Therefore, an employee may still be disciplined for being under the influence of drugs or alcohol while at work or performing job responsibilities.
5. This program is provided through the Mahoning County School Employees Insurance Consortium and may be discontinued at the discretion of the Insurance Consortium. In the event the program is discontinued, the Board of Education will not be obligated to continue the program.

#### 10.04 Dental (as in MCSEIC)

1. Each employee shall have the option of having Board-provided dental insurance, either individual or family coverage, at the option of the employee, with the employee paying 11% of the premium. The Dental (Plan) Schedule of Benefits is included in the Agreement as Appendix C.
2. The dental coverage shall have a \$25.00 per person, \$75.00 per family, per year, deductible clause.
3. Preventive and diagnostic care shall be 100% provided by the carrier. Orthodontia shall provide for a \$1,500 lifetime maximum per individual covered. All other procedures shall be 80/20 or 50/50 of the usual, customary, and reasonable fees charged by a dentist up to a maximum of \$1,500.00 per person in each calendar year.

#### 10.05 Vision Care

1. The Board shall purchase from a carrier licensed by the State of Ohio, vision care insurance for each employee now or hereinafter employed, and for the employee's family.

2. Said vision care insurance shall be a non-deductible plan and the coverages provided shall be equal to or greater than the coverages listed below.

3. Dual Choice Plan

If the patient elects to receive vision care services from one of a list of panel doctors, covered services are provided at no out-of-pocket cost. If a covered person does not wish to secure services as described herein from a panel doctor, he may secure services from any optometrist, ophthalmologist, and/or dispensing optician, and submit the bill to the carrier for reimbursement in accordance with the Vision (Plan) Schedule of Benefits included in the Agreement as Appendix D.

#### 10.06 Term Life and Accidental Death and Dismemberment Coverage

The Board shall purchase from a carrier licensed by the State of Ohio, group term life insurance in the amount of fifty thousand dollars plus an equal amount of accidental death and dismemberment coverage for each employee at no cost to the employee, effective the first of the month following ratification of the Agreement.

#### 10.07 Insurance Contracts

The Board shall provide to the Association one copy of each signed contract entered into between the Board and the insurance companies which shall provide the benefits specified in this Agreement. Copies of existing contracts shall be provided to the Association within seven days of ratification of the Agreement by both parties. Copies of contracts subsequently entered into by the Board shall be provided within seven days after they are received by the Administration.

#### 10.08 Description of Fringe Benefits

Within thirty days following the signing of the Agreement and once annually thereafter, each employee shall receive a description of the insurance programs provided by the Board for the employees' benefit.

#### 10.09 Proration of Benefits

Employees working less than 30 regularly scheduled hours per week will have the insurance benefits provided for in this agreement paid for through the following formulas:

25 -30 regularly scheduled hours per week = 75% Board paid  
18 - 24 regularly scheduled hours per week = 50% Board paid  
16 - 17 regularly scheduled hours per week = 0% Board paid

- A. The employees' share of the premium shall be deducted through payroll deduction.

- B. Proration of benefits shall not apply to any current bargaining unit members employed as of December 1, 1988. These employees will not have their hours reduced so as to become a pro-rata employee.
- C. Employees working less than 16 hours per week shall not be eligible to purchase any of the above fringe benefits.

10.10 Notwithstanding any of the above provisions, the plan design of all insurance plans shall be moved to the MCSEIC Plan effective July 1, 2014 except vision, which will remain with VSP as delineated in Appendix D.

#### 10.11 Severance Pay

In accordance with statute, all employees who present evidence of retirement from active service with the Board of Education shall be granted severance pay for their accrued but unused sick leave days. This policy specifies the manner for so doing.

The Board authorizes the payment to a retiring employee of one quarter of his/her unused sick leave days to a maximum of 70 days under the conditions hereinafter specified. The employee must receive his/her severance pay check in compliance with current IRS rules and regulations.

For purposes of this policy, "retirement" means retirement under the School Employees Retirement System (S.E.R.S.) and includes disability retirement.

- A. In order to qualify for severance pay, an employee shall have served ten or more years of active service covered by S.E.R.S., with the state or a political subdivision or a combination thereof.
- B. If approved, severance pay will be made only once to an employee.

#### 10.12 SERS Pick-Up

The Mahoning County Career & Technical Center Board of Education herewith agrees to pick-up utilizing the salary reduction method contributions to the State Retirement System paid upon behalf of the employees in the above named bargaining unit at no cost to the Board under the following terms and conditions.

- A. The amount to be "picked-up" on behalf of each employee shall be the established SERS rate of the employee's gross annual compensation. The employee's annual compensation shall be reduced by an amount equal to the amount "picked-up" by the Board for the purpose of state and federal tax only.
- B. Shall be uniformly applied to all members of the bargaining unit.

- C. Payment for all paid leaves, sick leave, personal leave, severance pay, including unemployment and workers' compensation, shall be based on the employee's daily rate of pay prior to reduction.

Each unit member will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax deferred compensation plans.

If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions, or other governing regulations, the Board will be held harmless and this article of the Agreement shall be declared null and void.

## ARTICLE XI – UNPAID LEAVE

### 11.01 Medical Leave (Illness or Disability)

Upon written request of a bargaining unit member, a leave of absence for illness or other disability shall be granted up to a maximum of two (2) years as per ORC 3319.13. Requests for such leave shall be submitted at least thirty (30) days prior to the commencement of the leave except in serious and unusual circumstances. The written request shall include the nature of the leave, beginning date and anticipated expiration date of the leave.

### 11.02 Parental Leave

#### A. Entitlement to Parental Leave

Parental leave of absence shall be granted, upon request, to an employee who becomes pregnant or who becomes a parent by childbirth or adoption. Said leave shall be an unpaid leave of absence and shall be granted for up to a maximum of twelve (12) months. If the leave of absence would otherwise qualify for sick leave, it may be taken as paid leave in accordance with Section 9.03 of this Agreement. Parental leave for pregnancy may begin at any point of the pregnancy and shall continue through the disability connected with delivery. Upon request of the employee, parental leave may be extended for an additional twelve (12) month period, provided the request is made in writing to the Superintendent within thirty (30) days immediately preceding the conclusion of the initial period of the leave.

#### B. Submission of Leave Request

Application for a parental leave shall be made in writing to the Superintendent not later than thirty (30) workdays prior to the effective date for such leave and such request shall state the anticipated duration of the leave. In the case of parental

leave for pregnancy, the request shall be accompanied by a statement from the attending physician giving the expected date of delivery.

C. Reinstatement Rights

1. Upon return from a leave of absence granted under this Article, a unit member shall be returned the position (or classification) he/she vacated.
  - a. In cases of reinstatement after a leave exceeding four (4) weeks, written notice of intent to return shall be given at least thirty (30) days prior to expiration of the leave. In cases of reinstatement after a leave of less than four (4) weeks, written notice of intent to return shall be given at least fifteen (15) days prior to expiration of the leave.
  - b. Failure to provide such notice may waive the right of reinstatement if the Board so chooses.
  - c. In the case of a leave under Section 11.03, the Board may require a licensed physician's statement of the ability of the unit member to return to work.
2. Upon return of the unit member from a leave, the Board shall have the right to terminate the employment of a person hired for the purpose of replacing the unit member while he/she was on leave.

11.03 Continuation of Group Insurance

A unit member provided leave under this Article may continue group insurances under this contract if permitted by the carrier by paying the amount of the premium to the Board Treasurer at least five (5) days prior to the usual date the Treasurer submits payment to the carrier. The Superintendent will provide notice to the unit member as to whether or not the carrier will permit continuation of coverage during the leave.

11.04 Family and Medical Leave

Eligible employees shall be those employees who have worked for the school district at least one (1) year and who worked at least 1,250 hours over the previous twelve (12) months.

The parties agree to abide by the terms and provisions of the Federal Family and Medical Leave Act of 1993. All benefits guaranteed by the act will be provided to eligible employees covered by this Agreement and shall be in addition to any other benefits provided herein. Furthermore, the benefits of the FMLA are not intended to supersede or diminish any other leave provisions contained in this Agreement.

#### 11.05 Other Unpaid Leave

- A. The Board may at its discretion approve other unpaid leaves of absence for educational, professional, or "other reasons." Applications shall be filed no later than thirty (30) days prior to the anticipated commencement of the leave, and shall specify the anticipated duration of the leave.
- B. Other unpaid leave shall be for a period of up to one (1) year. Extensions may be granted at the discretion of the Board. Employees may not use sick leave while on other unpaid leave.

### ARTICLE XII – HOURS AND COMPENSATION

#### 12.01 Change of Custodial Hours

During such times as the administration determines to schedule custodial employees on a single shift, the hours shall be 7:00 a.m. to 3:00 p.m. The Board may create a one person shift from 8:00 a.m. to 4:00 p.m. during the summer and when regular classes are not in session. The Board may create a one-person flexible shift 5 times in the summer up to a maximum of 5 days.

#### 12.02 Lunch

All bargaining unit members who work five (5) or more hours per day shall receive a one-half (1/2) hour paid lunch. All secretaries hired prior to January 1, 1998, who work five (5) or more hours per day shall receive a one (1) hour paid lunch. Secretaries shall normally take one half (1/2) hour during the noon hour and one half (1/2) hour at the end of the day. With the approval of the immediate supervisor, a secretary hired prior to January 1, 1998, may schedule the full hour during the noon hour. Secretaries hired after January 1, 1998 who work five (5) or more hours per day shall receive a one-half (1/2) hour paid lunch.

#### 12.03 Breaks

Bargaining unit members shall be granted fifteen (15) minutes duty-free paid break time for each four (4) hours consecutively worked.

#### 12.04 Calamity Days

- A. Bargaining unit members not required to report to work shall be paid their regular rate of pay for scheduled hours on such calamity days. Bargaining unit members required to work on a calamity day shall be paid their regular rate of pay for all hours actually worked, in addition to calamity day pay or may request a trade day under Section 9.07 of this Agreement.

- B. If more than five (5) calamity days are necessary during one school year, any make up days required by the state may be made up immediately following the students' scheduled last day of the school year. If end of the year make up calamity days interfere with commencements, then the days will be made up on Saturdays/holidays/spring break, as will be mutually agreed to by Mahoning County CTC Classified Employees Association and the administration. There will be no additional compensation for days made up due to these circumstances provided the employee was paid for the original calamity day.

#### 12.05 Overtime

A bargaining unit member will be paid at the rate of one and one-half (1-1/2) times the regular rate of pay for all authorized hours. Authorization for overtime shall be by the Superintendent or Director. Overtime shall be assigned by classification on a rotating basis by seniority beginning with the most senior member of the classification at the beginning of each work year. At the posting of the overtime, if the most senior rejects the overtime opportunity, that employee's name goes to the bottom of the list and the next senior will be awarded.

#### 12.06 Sunday Overtime

When an employee is requested to work on Sunday, the employee shall be paid at double time rate for hours worked.

#### 12.07 Holiday Overtime

When an employee is requested to work on a holiday as specified in this Contract, the employee shall receive his/her holiday pay and time and one-half his/her regular hourly rate (1 + 1-1/2) for hours actually worked.

#### 12.08 Special Function Assistance

When the administration determines that a function in the school building will result in additional workload for bargaining unit members, the administration shall secure adequate staff so that the workload of the next regular shift will not be increased subject to the following:

- A. A custodial employee will be on duty on the day of the function for the amount of time necessary to complete the additional work. Such time shall be for a minimum of four (4) hours.
- B. When cafeteria kitchen equipment is to be used by an outside group, there shall be a cafeteria employee on duty.

12.09 Stipend

Notwithstanding the overtime provisions of this contract, the Association agrees that a non-certificated employee who volunteers to work at a function where other district employees receive a stipend, shall receive a stipend as such is paid by the outside organizations.

12.10 Salary

Any pay increases will take effect July 1, 2020.

Bargaining Unit Members shall receive a two percent (2%) increase for the 2020-2021 school year, a two percent (2%) increase for the 2021-2022 school year, and a two percent (2%) increase for the 2022-2023 school year.

12.11 Advancement on the Salary Schedule

Each newly hired unit member must have worked at least one half (1/2) of the contract year to advance one step on the salary schedule. Thereafter, in order to advance one step, a unit member must have served at least two thirds (2/3) of the prior contract year with the District.

12.12 Maintenance/Custodial Supplemental Contract

- A. Maintenance/Custodial Salary Schedule as attached.
- B. A supplemental contract of 3% of the employee's contracted salary shall be paid to the maintenance/custodial employee(s) assigned by the Superintendent to the Mahoning County Educational Service Center property, the Fire Training Facility, and any other property purchased, leased, or constructed by the Mahoning County Career & Technical Center after July 1, 2020. Duties for the supplemental contract will be set forth in a job description exclusively for the supplemental contract.

Except the current holder of the supplemental contract for maintenance/custodial services at the ESC shall continue to be paid \$2,000.00 per year.

12.13 Uniforms for Custodial Staff

Custodians will be provided and wear uniforms at the Board expense.

12.14 Direct Deposit

The Board will provide direct deposit for employees in this bargaining unit. All employees must utilize direct deposit to receive their pay.

**ARTICLE XIII – EFFECTS OF THE AGREEMENT**

**13.01 No Reprisals**

The Board and the Administration agree that there will be no reprisals of any kind taken against the employees for the action taken relative to negotiations, and/or membership representation, and/or holding office in the Association, and/or for the filing of a grievance.

**13.02 Individual Contracts**

All individual contracts entered into between an employee and the Board shall be in compliance with the terms and conditions of this Agreement.

**13.03 Amendment**

This Agreement represents the full understanding and commitment between the parties. The Board shall amend its policies and practices to give full force and effect to the provisions of this Agreement. This Agreement may be added to, deleted from, or otherwise changed only by an amendment properly signed and adopted by both parties.

**13.04 Severability**

**A. Statutory Compliance**

It is understood that this agreement is subject to and shall operate within the framework of the statutes of the State of Ohio, except as the parties are permitted to bargain contrary to law pursuant to 4117.10(A).

**B. Validity of Agreement**

If any provision to this Agreement or any application of this Agreement to any individual employee or group of employees shall be found to be contrary to law, then such provision or application shall not be deemed valid and subsisting except in the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**C. Determination of Illegality**

Any provision of this Agreement which is deemed contrary to law by the court of highest jurisdiction shall be renegotiated by the parties within fifteen days after said finding is rendered.

#### 13.05 Personnel Forms

All personnel forms that are utilized relative to the implementation of this provision of the Agreement shall be found in the MCCTC intranet website.

##### A. Personnel Forms in Compliance with Agreement

All personnel forms found in the MCCTC intranet shall be in full compliance with the terms and conditions of this Agreement.

##### B. Revision of Personnel Forms

Personnel forms of this Agreement may be revised by the Superintendent provided that said revisions are in compliance with the terms and conditions of this Agreement and provided that the Association President is in receipt of a copy of the revised form prior to the distribution and utilization of the form.

#### 13.06 Duplication and Distribution

Within 30 days of agreement, a signed ratified copy will be posted by the administration to the MCCTC website in PDF form.

#### 13.07 Duration

The terms of this Agreement shall be in effect from July 1, 2020, until Midnight, June 30, 2023.

## SALARY SCHEDULES

Salary Schedule Effective July 1, 2020

Base: 18.01

Effective: 2020-2021

Mahoning County Career &amp; Technical Center

Classified

<u>Step</u>	<u>Cook</u>	<u>Off. Emp. 1</u>	<u>Head Cook</u>	<u>Custodian</u>	<u>Mfnce/Custodial</u>
0	18.19	18.71	18.85	18.99	19.56
	1.0100	1.0385	1.0463	1.0544	1.0859
1	18.52	19.05	19.18	19.34	19.92
	1.0282	1.0576	1.0650	1.0734	1.1059
2	18.85	19.39	19.53	19.68	20.27
	1.0467	1.0763	1.0842	1.0927	1.1253
3	19.19	19.74	19.88	20.04	20.64
	1.0656	1.0956	1.1038	1.1124	1.1459
4	19.54	20.10	20.24	20.40	21.01
	1.0847	1.1156	1.1236	1.1324	1.1665
5	19.89	20.45	20.60	20.77	21.39
	1.1042	1.1353	1.1438	1.1528	1.1876
6	20.25	20.83	20.97	21.14	21.77
	1.1241	1.1562	1.1644	1.1735	1.2088
7	20.61	21.20	21.35	21.52	22.17
	1.1443	1.1770	1.1854	1.1947	1.2305
8	20.98	21.59	21.74	21.91	22.57
	1.1649	1.1983	1.2067	1.2162	1.2528
9	21.36	21.97	22.13	22.30	22.97
	1.1859	1.2196	1.2285	1.2381	1.2751
10	21.75	22.35	22.53	22.70	23.38
	1.2073	1.2409	1.2506	1.2604	1.2980
12	21.92	22.55	22.71	22.88	23.57
	1.2168	1.2516	1.2605	1.2704	1.3083
14	22.31	22.94	23.11	23.29	23.99
	1.2387	1.2737	1.2832	1.2932	1.3317
15	22.71	23.36	23.53	23.71	24.42
	1.2610	1.2967	1.3063	1.3165	1.3557
16	23.12	23.77	23.95	24.14	24.86
	1.2837	1.3197	1.3298	1.3403	1.3803
19	23.58	24.64	24.80	25.00	25.75
	1.3088	1.3677	1.3768	1.3876	1.4295
21	24.03	25.50	25.65	25.85	26.63
	1.3339	1.4157	1.4238	1.4349	1.4781

## Classified

Salary Schedule Effective July 1, 2021

Base: 18.37

Effective: 2021-2022

Mahoning County Career & Technical Center  
Classified

<u>Step</u>	<u>Cook</u>	<u>Off. Emp. I</u>	<u>Head Cook</u>	<u>Custodian</u>	<u>Mtnce/Custodial</u>
0	18.56	19.08	19.22	19.37	19.95
	1.0100	1.0385	1.0463	1.0544	1.0859
1	18.89	19.43	19.57	19.72	20.32
	1.0282	1.0576	1.0650	1.0734	1.1059
2	19.23	19.78	19.92	20.08	20.68
	1.0467	1.0763	1.0842	1.0927	1.1253
3	19.58	20.13	20.28	20.44	21.05
	1.0656	1.0956	1.1038	1.1124	1.1459
4	19.93	20.50	20.64	20.81	21.43
	1.0847	1.1156	1.1236	1.1324	1.1665
5	20.29	20.86	21.02	21.18	21.82
	1.1042	1.1353	1.1438	1.1528	1.1876
6	20.65	21.24	21.39	21.56	22.21
	1.1241	1.1562	1.1644	1.1735	1.2088
7	21.02	21.63	21.78	21.95	22.61
	1.1443	1.1770	1.1854	1.1947	1.2305
8	21.40	22.02	22.17	22.35	23.02
	1.1649	1.1983	1.2067	1.2162	1.2528
9	21.79	22.41	22.57	22.75	23.43
	1.1859	1.2196	1.2285	1.2381	1.2751
10	22.18	22.80	22.98	23.16	23.85
	1.2073	1.2409	1.2506	1.2604	1.2980
12	22.36	23.00	23.16	23.34	24.04
	1.2168	1.2516	1.2605	1.2704	1.3083
14	22.76	23.40	23.58	23.76	24.47
	1.2387	1.2737	1.2832	1.2932	1.3317
15	23.17	23.82	24.00	24.19	24.91
	1.2610	1.2967	1.3063	1.3165	1.3557
16	23.59	24.25	24.43	24.63	25.36
	1.2837	1.3197	1.3298	1.3403	1.3803
19	24.05	25.13	25.30	25.50	26.26
	1.3088	1.3677	1.3768	1.3876	1.4295
21	24.51	26.01	26.16	26.36	27.16
	1.3339	1.4157	1.4238	1.4349	1.4781

Salary Schedule Effective July 1, 2022

Base: 18.74

Effective: 2022-2023

## Mahoning County Career &amp; Technical Center

## Classified

<u>Step</u>	<u>Cook</u>	<u>Off. Emp. I</u>	<u>Head Cook</u>	<u>Custodian</u>	<u>Mtnce/Custodial</u>
0	18.93	19.46	19.61	19.76	20.35
	1.0100	1.0385	1.0463	1.0544	1.0859
1	19.27	19.82	19.96	20.12	20.73
	1.0282	1.0576	1.0650	1.0734	1.1059
2	19.62	20.17	20.32	20.48	21.09
	1.0467	1.0763	1.0842	1.0927	1.1253
3	19.97	20.53	20.69	20.85	21.48
	1.0656	1.0956	1.1038	1.1124	1.1459
4	20.33	20.91	21.06	21.22	21.86
	1.0847	1.1156	1.1236	1.1324	1.1665
5	20.69	21.28	21.44	21.60	22.26
	1.1042	1.1353	1.1438	1.1528	1.1876
6	21.07	21.67	21.82	21.99	22.65
	1.1241	1.1562	1.1644	1.1735	1.2088
7	21.45	22.06	22.22	22.39	23.06
	1.1443	1.1770	1.1854	1.1947	1.2305
8	21.83	22.46	22.61	22.79	23.48
	1.1649	1.1983	1.2067	1.2162	1.2528
9	22.22	22.86	23.02	23.20	23.90
	1.1859	1.2196	1.2285	1.2381	1.2751
10	22.63	23.26	23.44	23.62	24.33
	1.2073	1.2409	1.2506	1.2604	1.2980
12	22.80	23.46	23.62	23.81	24.52
	1.2168	1.2516	1.2605	1.2704	1.3083
14	23.21	23.87	24.05	24.24	24.96
	1.2387	1.2737	1.2832	1.2932	1.3317
15	23.63	24.30	24.48	24.67	25.41
	1.2610	1.2967	1.3063	1.3165	1.3557
16	24.06	24.73	24.92	25.12	25.87
	1.2837	1.3197	1.3298	1.3403	1.3803
19	24.53	25.63	25.80	26.00	26.79
	1.3088	1.3677	1.3768	1.3876	1.4295
21	25.00	26.53	26.68	26.89	27.70
	1.3339	1.4157	1.4238	1.4349	1.4781

**APPENDIX A**  
**Mahoning County Career & Technical Center**  
**CLASSIFIED PERSONNEL EVALUATION FORM**

EMPLOYEE:	JOB TITLE:
DATE OF EVALUATION:	DATE OF LAST EVALUATION:
PERFORMANCE APPRAISAL	
QUALITY OF WORK:	
QUANTITY OF WORK:	
INTERACTION WITH OTHERS:	
AREAS OF COMMENDATION	
AREAS NEEDING IMPROVEMENT:	
OBJECTIVES/TARGETS TO BE ACHIEVED:	
ADDITIONAL COMMENTS BY EMPLOYEE:	
EMPLOYEE'S SIGNATURE:	DATE
EVALUATOR'S SIGNATURE:	DATE:


Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services  
 Mahoning County School Employees Insurance Consortium: PPO Plan with  
 Anthem Prescription Drug Plan

Coverage Period: 07/01/2020– 06/30/2021  
 Coverage for: Individual + Family | Plan Type: PPO

The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, <https://enc.anthem.com/encdps/aso>. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at [www.healthcare.gov/shc-glossary/](http://www.healthcare.gov/shc-glossary/) or call (844) 273-3379 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	\$300/individual or \$600/family for In-Network Providers. \$600/individual or \$1,200/family for Out-of-Network Providers.	Generally, you must pay all of the costs from <u>providers</u> up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the <u>plan</u> , each family member must meet their own individual <u>deductible</u> until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family <u>deductible</u> .
Are there services covered before you meet your deductible?	Yes. <u>Preventive care</u> , Primary Care visit, <u>Specialist</u> visit, and Vision exam for In-Network Providers.	This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this plan covers certain preventive services without <u>cost-sharing</u> and before you meet your deductible. See a list of covered preventive services at <a href="https://www.healthcare.gov/coverage/preventive-care-benefits/">https://www.healthcare.gov/coverage/preventive-care-benefits/</a> .
Are there other deductibles for specific services?	No.	You don't have to meet <u>deductibles</u> for specific services.
What is the out-of-pocket limit for this plan?	\$8,150/single or \$16,300/family for In-Network Providers. Unlimited for Out-of-Network Providers.	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
What is not included in the out-of-pocket limit?	Services deemed not medically necessary by Medical Management and/or Anthem, <u>Premiums</u> , <u>balance-billing</u> charges, and health care this <u>plan</u> doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a network provider?	Yes, BlueCard PPO. See <a href="http://www.anthem.com">www.anthem.com</a> or call (844) 273-3379 for a list of <u>network providers</u> .	This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an out-of-network provider, and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's</u> charge and what your <u>plan</u> pays ( <u>balance billing</u> ). Be aware your <u>network provider</u> might use an out-of-network provider.

		for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a <u>referral</u> to see a <u>specialist</u> ?	No.	You can see the <u>specialist</u> you choose without a <u>referral</u> .

 All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$10/visit <u>deductible</u> does not apply	30% <u>coinsurance</u>	—none—
	Specialist visit	\$25/visit <u>deductible</u> does not apply	30% <u>coinsurance</u>	—none—
	Preventive care/screening/immunization	No charge	30% <u>coinsurance</u>	You may have to pay for services that aren't preventive. Ask your <u>provider</u> if the services needed are preventive. Then check what your <u>plan</u> will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	10% <u>coinsurance</u>	30% <u>coinsurance</u>	—none—
	Imaging (CT/PET scans, MRIs)	10% <u>coinsurance</u>	30% <u>coinsurance</u>	—none—
If you need drugs to treat your illness or condition More information about <u>prescription drug coverage</u> is available at <a href="http://www.anthem.com/pharmacvinformation/">http://www.anthem.com/pharmacvinformation/</a> National	Tier 1 - Typically Generic	\$5/prescription (retail) and \$12.50/prescription (home delivery)	25% <u>coinsurance</u> (retail)	*See Prescription Drug section
	Tier 2 - Typically Preferred / Brand	\$25/prescription (retail) and \$62.50/prescription (home delivery)	25% <u>coinsurance</u> (retail)	
	Tier 3 - Typically Non-Preferred / Specialty Drugs	\$50/prescription (retail) and \$125/prescription (home delivery)	25% <u>coinsurance</u> (retail)	
	Tier 4 - Typically Specialty (brand and generic)	\$100/prescription (retail) and \$100/prescription (home delivery)	25% <u>coinsurance</u> (retail)	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	10% <u>coinsurance</u>	30% <u>coinsurance</u>	—none—
	Physician/surgeon fees	10% <u>coinsurance</u>	30% <u>coinsurance</u>	—none—
	Emergency room care	\$100/visit then 10% <u>coinsurance</u>	Covered as In-Network	Copay waived if admitted.

\* For more information about limitations and exceptions, see plan or policy document at <https://eoc.anthem.com/eocdps/asn>.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need immediate medical attention	<u>Emergency medical transportation</u>	10% <u>coinsurance</u>	Covered as In-Network	—none—
	<u>Urgent care</u>	\$25/visit <u>deductible</u> does not apply	30% <u>coinsurance</u>	—none—
If you have a hospital stay	<u>Facility fee (e.g., hospital room)</u>	10% <u>coinsurance</u>	30% <u>coinsurance</u>	—none—
	<u>Physician/surgeon fees</u>	10% <u>coinsurance</u>	30% <u>coinsurance</u>	—none—
If you need mental health, behavioral health, or substance abuse services	Outpatient services	Office Visit \$10/visit <u>deductible</u> does not apply Other Outpatient 10% <u>coinsurance</u>	Office Visit 30% <u>coinsurance</u> Other Outpatient 30% <u>coinsurance</u>	Office Visit —none— Other Outpatient —none—
	Inpatient services	10% <u>coinsurance</u>	30% <u>coinsurance</u>	—none—
If you are pregnant	Office visits	No charge	30% <u>coinsurance</u>	Cost sharing does not apply for preventive services. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery professional services	10% <u>coinsurance</u>	30% <u>coinsurance</u>	
	Childbirth/delivery facility services	10% <u>coinsurance</u>	30% <u>coinsurance</u>	
If you need help recovering or have other special health needs	<u>Home health care</u>	10% <u>coinsurance</u>	30% <u>coinsurance</u>	90 visits/benefit period.
	<u>Rehabilitation services</u>	10% <u>coinsurance</u>	30% <u>coinsurance</u>	*See Therapy Services section
	<u>Habilitation services</u>	10% <u>coinsurance</u>	30% <u>coinsurance</u>	
	<u>Skilled nursing care</u>	10% <u>coinsurance</u>	30% <u>coinsurance</u>	120 days limit/benefit period.
	<u>Durable medical equipment</u>	10% <u>coinsurance</u>	30% <u>coinsurance</u>	*See Durable Medical Equipment Section
	<u>Hospice services</u>	10% <u>coinsurance</u>	30% <u>coinsurance</u>	—none—
If your child needs dental or eye care	Children's eye exam	No charge	30% <u>coinsurance</u>	*See Vision Services section
	Children's glasses	Not covered	Not covered	
	Children's dental check-up	Not covered	Not covered	*See Dental Services section

\* For more information about limitations and exceptions, see plan or policy document at <https://eoc.anthem.com/eocdps/aso>.

Excluded Services & Other Covered Services:

**Services Your Plan Generally Does NOT Cover** (Check your policy or plan document for more information and a list of any other excluded services.)

- |                         |                   |   |
|-------------------------|-------------------|---|
| • Abortion              | • Acupuncture     | • Cosmetic surgery  |
| • Dental care (adult)   | • Dental Check-up | • Hearing aids  |
| • Infertility treatment | • Long-term care  | • Routine foot care unless you have been diagnosed with diabetes. |
| • Weight loss programs  |                   |   |

**Other Covered Services** (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- |  |   |  |
|--|---|--|
| • Bariatric surgery \$30,000 maximum/lifetime.           | • Chiropractic care 36 visits/benefit period. | • Most coverage provided outside the United States. See <a href="http://www.bcbsglohalcare.com">www.bcbsglohalcare.com</a> |
| • Private-duty nursing covered inpatient or in the home. | • Routine eye care (adult) 1/benefit period.  |  |

**Your Rights to Continue Coverage:** There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, 1-877-267-2323 x61565, [www.cciio.cms.gov](http://www.cciio.cms.gov). Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit [www.HealthCare.gov](http://www.HealthCare.gov) or call 1-800-318-2596.

**Your Grievance and Appeals Rights:** There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact:

ATTN: Grievances and Appeals, P.O. Box 105568, Atlanta GA 30348-5568

Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, 1-877-267-2323 x61565, [www.cciio.cms.gov](http://www.cciio.cms.gov)

Does this plan provide Minimum Essential Coverage? **Yes**

If you don't have Minimum Essential Coverage for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

*To see examples of how this plan might cover costs for a sample medical situation, see the next section.*

\* For more information about limitations and exceptions, see plan or policy document at <https://eoc.anthem.com/eocdps/aso>.

# About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby (9 months of in-network pre-natal care and a hospital delivery)		Managing Joe's type 2 Diabetes (a year of routine in-network care of a well-controlled condition)		Mia's Simple Fracture (in-network emergency room visit and follow-up care)	
■ The plan's overall deductible	\$300	■ The plan's overall deductible	\$300	■ The plan's overall deductible	\$300
■ Specialist copayment	\$25	■ Specialist copayment	\$25	■ Specialist copayment	\$25
■ Hospital (facility) coinsurance	10%	■ Hospital (facility) coinsurance	10%	■ Hospital (facility) coinsurance	10%
■ Other coinsurance	10%	■ Other coinsurance	10%	■ Other coinsurance	10%
This EXAMPLE event includes services like: <u>Specialist office visits (prenatal care)</u> <u>Childbirth/Delivery Professional Services</u> <u>Childbirth/Delivery Facility Services</u> <u>Diagnostic tests (ultrasounds and blood work)</u> <u>Specialist visit (anesthesia)</u>		This EXAMPLE event includes services like: <u>Primary care physician office visits (including disease education)</u> <u>Diagnostic tests (blood work)</u> <u>Prescription drugs</u> <u>Durable medical equipment (glucose meter)</u>		This EXAMPLE event includes services like: <u>Emergency room care (including medical supplies)</u> <u>Diagnostic test (x-ray)</u> <u>Durable medical equipment (crutches)</u> <u>Rehabilitation services (physical therapy)</u>	
Total Example Cost	\$12,800	Total Example Cost	\$7,400	Total Example Cost	\$1,900
In this example, Peg would pay:		In this example, Joe would pay:		In this example, Mia would pay:	
<u>Cost Sharing</u>		<u>Cost Sharing</u>		<u>Cost Sharing</u>	
Deductibles	\$300	Deductibles	\$300	Deductibles	\$300
Copayments	\$40	Copayments	\$1,500	Copayments	\$80
Coinsurance	\$1,200	Coinsurance	\$10	Coinsurance	\$200
<u>What isn't covered</u>		<u>What isn't covered</u>		<u>What isn't covered</u>	
Limits or exclusions	\$60	Limits or exclusions	\$60	Limits or exclusions	\$0
The total Peg would pay is	\$1,600	The total Joe would pay is	\$1,870	The total Mia would pay is	\$580

The plan would be responsible for the other costs of these EXAMPLE covered services.

## APPENDIX C

**Your Summary of Benefits**  
**Mahoning County School Employee Insurance Consortium (MCSEIC)**  
**Anthem Dental Complete**



**WELCOME TO YOUR DENTAL PLAN!**

This benefit summary outlines how your dental plan works and provides you with a quick reference of your dental plan benefits. For complete coverage details, please refer to your employee benefits booklet.

**Dental coverage you can count on**

Your Anthem dental plan lets you visit any licensed dentist or specialist you want - with costs that are normally lower when you choose one within our large network.

**Savings beyond your dental plan benefits - you get more for your money.**

You pay our negotiated rate for covered services from in-network dentists even if you exceed your annual benefit maximum.

<b>YOUR DENTAL PLAN AT A GLANCE</b>		<b>In-Network</b>		<b>Out-of-Network</b>	
<b>Annual Benefit Maximum</b> * Per insured person	Calendar Year	\$1,500		\$1,500	
<b>D&amp;P applies to Annual Maximum</b>		No		No	
<b>Annual Maximum Carryover</b>		Yes		Yes	
<b>Orthodontic Lifetime Benefit Maximum</b> * Per eligible insured person		\$1,500		\$1,500	
<b>Annual Deductible (The Deductible does not apply to Orthodontic Services)</b> * Per insured person * Family maximum	Calendar Year *4th Quarter Deductible Carryover Applies*	\$25 3X Individual		\$25 3X Individual	
<b>Deductible Waived for Diagnostic/Preventive Services</b>		Yes		Yes	
<b>Out-of-Network Reimbursement Options:</b>		90th percentile			
<b>Dental Services</b>		<b>In-Network Anthem Pays:</b>	<b>Out-of-Network Anthem Pays:</b>	<b>Waiting Period</b>	
<b>Diagnostic and Preventive Services</b> * Periodic oral exam * Teeth cleaning (prophylaxis) * Bitewing X-rays: 2X per 12 months * Intraoral X-rays		100% Coinsurance	100% Coinsurance	No Waiting Period	
<b>Basic Services</b> * Amalgam (silver-colored) Filling * Front composite (tooth-colored) Filling * Back composite Filling, Covered as Composites * Simple Extractions		80% Coinsurance	80% Coinsurance	No Waiting Period	
<b>Endodontics</b> * Root Canal		80% Coinsurance	80% Coinsurance	No Waiting Period	
<b>Periodontics</b> * Scaling and root planing		80% Coinsurance	80% Coinsurance	No Waiting Period	
<b>Oral Surgery</b> * Surgical Extractions		80% Coinsurance	80% Coinsurance	No Waiting Period	
<b>Major Services</b> * Crowns		50% Coinsurance	50% Coinsurance	No Waiting Period	
<b>Prosthodontics</b> * Dentures * Bridges * Dental implants Standard - Covered		50% Coinsurance	50% Coinsurance	No Waiting Period	
<b>Prosthetic Repairs/Adjustments</b>		80% Coinsurance	80% Coinsurance	No Waiting Period	
<b>Orthodontic Services</b> * Adults & Dependent Children		60% Coinsurance	60% Coinsurance	No Waiting Periods	

This is not a contract, it is a partial listing of benefits and services. All covered services are subject to the conditions, limitations, exclusions, terms and provisions of your employee benefits booklet. In the event of a discrepancy between the information in this summary and the employee booklet, the employee booklet will prevail.

CH\_PCLG\_ASO-Custom

## APPENDIX C

**Emergency dental treatment for the international traveler**

As an Anthem dental member, you and your eligible, covered dependents automatically have access to the International Emergency Dental Program.\*\*

With this program, you may receive emergency dental care from our listing of credentialed dentists while traveling or working nearly anywhere in the world.

\*\* The International Emergency Dental Program is managed by DeCare Dental, which is an independent company offering dental-management services to Anthem Blue Cross Life and Health Insurance Company.

**Promoting healthy mouths for members who are pregnant or living with diabetes**

If you are pregnant or living with diabetes, you can sign up to receive one additional dental cleaning or periodontal maintenance procedure per year.

**Finding a dentist is easy.**

To select a dentist by name or location:

- Go to [anthem.com/mydentalvision](http://anthem.com/mydentalvision) or the website listed on the back of your ID card.
- Call the toll-free customer service number listed on the back of your ID card.

**TO CONTACT US:**

Call	Write
Refer to the toll-free number indicated on the back of your plan ID card to speak with a U.S.-based customer service representative during normal business hours. Calling after hours? We may still be able to assist you with our interactive voice-response system.	Refer to the back of your plan ID card for the address.

**Limitations & Exclusions**

**Limitations** – Below is a partial listing of dental plan limitations when these services are covered under your plan. Please see your certificate of coverage for a full list.

**Diagnostic and Preventive Services**

Oral evaluations (exam) Limited to two per Calendar Year

Teeth cleaning (prophylaxis) Limited to two per Calendar Year

Intraoral X-rays, single film Limited to four films per 12-month period

Complete series X-rays (panoramic or full mouth) Coverage Every 3 Years

Topical fluoride application Limited to once every 12 months

Sealants Limited to one per tooth every 36 months; sealants may be covered under Preventive Services.

**Basic and/or Major Services**

Crowns Limited to once per tooth in a five-year period

Fixed or removable prosthodontics - dentures, partials, bridges Covered once in a five-year period; benefits are provided for the replacement of an existing bridge, denture or partial for members

Inlays/Onlays Limited to once per tooth in a five-year period

Reline/Rebase of Dentures Covered every 36 months

Brush Biopsy

Standard - Covered

**ADDITIONAL LIMITATION FOR ORTHODONTIC SERVICES**

Orthodontia Limited to one course of treatment per member per lifetime

**Exclusions** – Below is a partial listing of noncovered services under your dental plan. Please see your certificate of coverage for a full list.

Services provided before or after the term of this coverage

Services received before your effective date or after your coverage ends, unless otherwise specified in the employee benefits booklet

Orthodontics (unless included as part of your dental plan benefits) Orthodontic braces, appliances and all related services

Cosmetic dentistry Services provided by dentists solely for the purpose of improving the appearance of the tooth when tooth structure and function are satisfactory and no pathologic conditions (cavities) exist

Drugs and medications Intravenous conscious sedation, IV sedation and general anesthesia when performed with nonsurgical dental care

Anesthesia, analgesic agents, anxiolysis nitrous oxide, therapeutic drug injections, medicines or drugs for nonsurgical or surgical dental care except that intravenous conscious sedation is eligible as a separate benefit when performed in conjunction with complex surgical services.

Extractions – Surgical removal of third molars (wisdom teeth) that do not exhibit symptoms or impact the oral health of the member

The in-network dental providers mentioned in this communication are independently contracted providers who exercise independent professional judgment. They are not agents or employees of Anthem Blue Cross Life and Health Insurance Company.

Anthem BCBS is the trade name for Anthem Health Plans, Inc., an independent licensee of the Blue Cross and Blue Shield Association.

## APPENDIX C

**Choice of dentists**

While your dental plan lets you choose any dentist, you may end up paying more for a service if you visit an out-of-network dentist.

**Here's why:**

In-network dentists have agreed to payment rates for various services and cannot charge you more. On the other hand, out-of-network dentists don't have a contract with us and are able to bill you for the difference between the total amount we allow to be paid for a service – called the "maximum allowed amount" – and the amount they usually charge for a service. When they bill you for this difference, it's called "balance billing."

**How Anthem dental decides on maximum allowed amounts**

For services from an out-of-network dentist, the maximum allowed amount is determined in one of the following ways:

- Out-of-network dental fee schedule/rate developed by Anthem, which may be updated based on such things as reimbursement amounts accepted by dentists contracted with our dental plans, or other industry cost and usage data
- Information provided by a third-party vendor that shows comparable costs for dental services
- In-network dentist fee schedule

**Here's an example of higher costs for out-of-network dental services**

This is an example only. Your experience may be different, depending on your insurance plan, the services you receive and the dentist who provides the services.

Ted gets a crown from an out-of-network dentist, who charges \$1,200 for the service and bills Anthem for that amount.

Anthem's maximum allowed amount for this dental service is \$800. That means there will be a \$400 difference, which the dentist can "balance bill" Ted.

Since Ted will also need to pay \$400 coinsurance, the total he'll pay the out-of-network dentist is \$800.

Here's the math:

- Dentist's charge: \$1,200
- Anthem's maximum allowed amount: \$800
- Anthem pays 50%: \$400
- Ted pays 50% (coinsurance): \$400
- Balance Ted owes the provider:  $\$1,200 - \$800 = \$400$
- Ted's total cost: \$400 coinsurance + \$400 provider balance = \$800

In the example, if Ted had gone to an in-network dentist, his cost would be only \$400 for the coinsurance because he would not have been "balance billed" the \$400 difference.

## APPENDIX D

## A LOOK AT YOUR VSP VISION COVERAGE



### SEE HEALTHY AND LIVE HAPPY WITH HELP FROM MAHONING COUNTY CAREER & TECHNICAL CENTER AND VSP.

As a VSP® member, you get personalized care from a VSP network doctor at low out-of-pocket costs.

#### VALUE AND SAVINGS YOU LOVE.

Save on eyewear and eye care when you see a VSP network doctor. Plus, take advantage of Exclusive Member Extras for additional savings.

#### PROVIDER CHOICES YOU WANT.

With an average of five VSP network doctors within six miles of you, it's easy to find a nearby in-network doctor. Plus, maximize your coverage with bonus offers and additional savings that are exclusive to Premier Program locations.



Like shopping online? Go to [eyeconic.com](http://eyeconic.com) and use your vision benefits to shop over 50 brands of contacts, eyeglasses, and sunglasses.

#### QUALITY VISION CARE YOU NEED.

You'll get great care from a VSP network doctor, including a WellVision Exam®—a comprehensive exam designed to detect eye and health conditions.

#### PROVIDER NETWORK:

VSP Signature.

BENEFIT	DESCRIPTION	COPAY
<b>YOUR COVERAGE WITH A VSP NETWORK PROVIDER</b>		
<b>WELLVISION EXAM</b>	<ul style="list-style-type: none"> <li>Focuses on your eyes and overall wellness</li> <li>Every 12 months</li> </ul>	\$0
<b>PRESCRIPTION GLASSES</b>		
<b>FRAME</b>	<ul style="list-style-type: none"> <li>\$130 allowance for a wide selection of frames</li> <li>\$150 allowance for featured frame brands</li> <li>20% savings on the amount over your allowance</li> <li>Every 12 months</li> </ul>	\$0
<b>LENSES</b>	<ul style="list-style-type: none"> <li>Single vision, lined bifocal, and lined trifocal lenses</li> <li>Impact-resistant lenses for dependent children</li> <li>Every 12 months</li> </ul>	\$0
<b>LENS ENHANCEMENTS</b>	<ul style="list-style-type: none"> <li>Standard progressive lenses</li> <li>Tints/Light-reactive lenses</li> <li>Premium progressive lenses</li> <li>Custom progressive lenses</li> <li>Average savings of 40% on other lens enhancements</li> <li>Every 12 months</li> </ul>	\$0 \$0 \$80 - \$90 \$120 - \$160
<b>CONTACTS (INSTEAD OF GLASSES)</b>	<ul style="list-style-type: none"> <li>\$130 allowance for contacts; copay does not apply</li> <li>Contact lens exam (fitting and evaluation)</li> <li>Every 12 months</li> </ul>	Up to \$60
<b>PRIMARY EYECARE™</b>	<ul style="list-style-type: none"> <li>Retinal screening for members with diabetes</li> <li>Additional exams and services for members with diabetes, glaucoma, or age-related macular degeneration.</li> <li>Treatment and diagnoses of eye conditions, including pink eye, vision loss, and cataracts available for all members.</li> <li>Limitations and coordination with your medical coverage may apply. Ask your VSP doctor for details.</li> <li>As needed</li> </ul>	\$0 \$20 per exam

#### YOUR COVERAGE WITH OUT-OF-NETWORK PROVIDERS

Get the most out of your benefits and greater savings with a VSP network doctor. Call Member Services for out-of-network plan details.

Exam .....	up to \$50	Lined Trifocal Lenses .....	up to \$100
Frame .....	up to \$70	Progressive Lenses .....	up to \$75
Single Vision Lenses .....	up to \$50	Contacts .....	up to \$105
Lined Bifocal Lenses .....	up to \$75		

VSP guarantees coverage from VSP network providers only. Coverage information is subject to change. In the event of a conflict between this information and your organization's contract with VSP, the terms of the contract will prevail, based on applicable law. Benefits may vary by location. In the state of Washington, VSP Vision Care, Inc. is the legal name of the corporation through which VSP does business.

Contact us:

800.877.7195 or [vsp.com](http://vsp.com)

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## APPENDIX E

WELLNESS INITIATIVE

A voluntary wellness program has been implemented. The wellness program will consist of a combination of activities that are designed to increase awareness, educate and promote voluntary behavior change to improve the health of individuals, encourage modification of his or her health status, and enhance his or her personal well-being and productivity, with a goal of prevention of injury and illness. The program includes the following provisions:

1. An annual wellness visit to his or her primary physician.
2. In addition to the wellness visit stated above, an employee must participate in one or more of the following for the duration of the regular school year in order to qualify for the wellness program incentive described below:
  - a. Participation in an exercise program of at least one time per week for a minimum of thirty minutes in a session. The employee log and certification signature form will be provided by the Board. The employee shall provide such log and certification to the Board on an annual basis no later than May 31st.
  - b. Participation in a smoking cessation and/or tobacco use reduction program. The certification signature form will be provided by the Board. The employee shall provide certification of participation to the Board upon completion but no later than May 31st.
  - c. Implementation of a risk reduction or prevention plan recommended by his or her primary care physician, including but not limited to weight loss or weight gain, smoking, alcohol, mental health condition, or healthy maintenance of blood pressure, cholesterol, glucose, diabetes, etc. Medical certification shall be provided to the Board by May 31st, with the physician's signature and must include certificate of participation.
3. Initial proof of participation forms in the voluntary wellness program, as provided by the Board, must be submitted to the Board by October 1<sup>st</sup>.
4. Employees who voluntarily participate in the wellness visit and comprehensive health assessment and one or more of the above options (2 a-c) will earn equal to 1% of the classified employee's salary classification step 0 times 2080 hours, payment will be made in June.

**CERTIFIED/LICENSED  
SECTION  
OF THE  
BARGAINING AGREEMENT**

## ARTICLE I – RECOGNITION

### 1.01 Statement of Recognition

The Mahoning County Career and Technical Center Board of Education, hereinafter referred to as the Board, recognizes the Mahoning County Career and Technical Center Education Association, hereinafter referred to as the Association, as the sole and exclusive employee representative for the bargaining unit of employees employed by the Board as defined in Section 1.02 below:

### 1.02 Definition of Bargaining Unit

The bargaining unit of employees represented by the Association shall be defined as follows:

#### 1.021 Inclusions

All professional licensed personnel employed by the Board. All work currently performed by bargaining unit members shall be deemed bargaining unit work.

#### 1.022 Exclusions

- A. The Superintendent, the Director of Career & Technical Education, all administrators, supervisors, and other personnel with supervisory, administrative, or managerial responsibilities, and any personnel who have the authority to recommend the hiring, discharge, or the discipline of an employee or the authority to evaluate the professional performance of an employee or the authority to recommend resolutions to grievances. Placement Coordinators shall also be excluded, except the current Placement Coordinator shall remain in a bargaining unit position. The person hired as Placement Coordinator on August 30, 2010 will remain in a bargaining unit position unless disciplined pursuant to state or federal law.
- B. Adult Education programming shall not be used to supplant or to diminish the secondary programming.

### 1.03 Board and Association Meetings

Board and Association representatives, to include the Superintendent and Association President, may meet on a monthly basis, or when either party requests, to discuss matters of concern raised by either party. The meeting shall not have more than three representatives from each side present. Such meetings shall not be for the purpose of

circumventing the negotiation procedure or grievance procedure provided in this Agreement. Each party shall submit in writing to the other at least one workday before the meeting an agenda listing those matters it wishes to discuss. A meeting may be cancelled or postponed by mutual agreement.

#### 1.04

#### Definitions

The terms listed below, when used in this Agreement, shall be defined as follows:

- A. Employee: Any employee in the bargaining unit defined in Section 1.02 of this Agreement.
- B. Day: A calendar day.
- C. Workday: A day on which an employee is scheduled to work.
- D. Immediate Supervisor: The person in an administrative or supervisory position who holds licensure as stipulated in R.C. 3319.11(D)(1) – or an alternative principal's license, and is responsible directly for the supervision and direction of an employee and to whom the employee is directly responsible. An immediate supervisor shall not be a person who is a member of the bargaining unit represented by the Association. No outside contractor or entity shall manage, supervise, or evaluate any bargaining unit member.
- E. Superintendent: The Superintendent of the Mahoning County Career and Technical Center District or his/her designated representative.
- F. Association: The Mahoning County Career and Technical Center Education Association NEOEA/OEA/NEA.
- G. Board: The Board of Education of the Mahoning County Career and Technical Center School District.
- H. Seniority: Certified/Licensed: Seniority shall be defined as the employee's length of continuous service as a bargaining unit member, commencing from the employee's first day worked. An employee's seniority shall include time spent on an approved leave of absence or any other Board-approved leave. An employee's seniority shall be broken upon resignation, or discharge for just cause.

#### 1. Exclusions

Service rendered beyond the normal work year shall not be considered toward accumulated seniority.

2. Seniority Tie-Breaking Procedure

In the event that two or more employees in the same area of certification share the same seniority date, they shall be placed on the seniority list in accordance with the date of the Board meeting at which the Board acted upon their initial employment. If a tie exists, the employees shall be placed on the seniority list in accordance with the date of their most recent application for employment in an Employee Unit position with the Board. If a tie still exists, the employees who share the same seniority date shall participate in a coin toss in the presence of the Superintendent. One employee shall flip the coin; the other shall call the toss. The employee who wins the toss shall be placed on the seniority list ahead of the loser.

3. Seniority Accrual for Part-Time Employees

Seniority for part-time employees shall be determined by totaling the number of hours on active employment status during the school year and dividing such total number of hours first by seven (7) and then by one hundred eighty-four (184) to arrive at the amount of seniority to be credited to the employee for that school year.

1.05 Association Rights

Recognition of the Association as the sole and exclusive employee representative shall entitle the association to certain privileges not granted to any other employee representative.

A. The right to payroll deduction of membership dues in accordance with the following provisions:

1. The Board agrees to deduct dues from the pay of bargaining unit employees when so authorized in writing by each employee. Such authorization shall continue in effect from year to year unless revoked by the employee between July 15 and August 15 of any year on a form provided by the Association. A copy of such revocation shall be provided simultaneously both to the Board and to the Association.
2. The deductions for those previously on payroll deduction or those so notifying the Treasurer shall be made equally from each pay check beginning with the first pay check in the month of October and ending with the last pay check in May.

3. Individual authorization forms for dues deductions shall be furnished by the Association and, when executed, shall be filed by the Association with the School District Treasurer.
  4. Dues deductions shall be transmitted by the District Treasurer to the Association Treasurer.
  5. The right to refund to the employee monies deducted from their pay shall lie solely with the Association.
- B. The right to make brief announcements during school staff meetings with the prior approval of the Superintendent or the Director. Permission to make announcements shall not be unreasonably withheld.
- C. The right to use the building public address system to make announcements subject to the prior approval of the Director. Permission to make announcements shall not be unreasonably withheld.
- D. The right to post notices and other information regarding Association activities and concerns on a bulletin board in the same location as employee mailboxes for exclusive use by the Association. Items may be posted or removed from such locations only by designated Association representatives. Items posted on the bulletin board shall be limited to information concerning Association business.
- E. The right of the Association to use the Board's regular daily intra-school mail and email.
- F. The right of the Association to use the school building provided that advance approval has been received from the Office of the Director.
- G. The right of Association area representatives/officers to use individual school equipment, including computers and other forms of technology when such equipment is not otherwise in use.
1. The use of school equipment is strictly to service the legitimate business of the Association as it relates to the membership.
  2. Supplies in connection with use of such equipment will be furnished or paid for by the Association.
- H. The right of designated Association representatives to engage in activity directly relating to the Association's duties as employee representative during the school day and without loss of pay, provided such activity occurs during the first ten minutes of the school day, during the lunch period, during the planning period, after student dismissal, or at any other

time during the school day when the employees involved are not assigned to an instructional duty or a regular non-instructional duty, or are not directed to perform a duty which demands the employee's immediate attention.

- I. The right of the Association to hold membership meetings during the school day and without loss of pay, provided that said meetings are scheduled after student dismissal, do not conflict with an administratively-scheduled staff meeting involving the entire staff, and are not construed to justify employee absence at a supervisor's meeting which was scheduled prior to the scheduling of the Association membership meeting.
- J. The right of the grievant, the Association President or designee, and any Association witnesses to attend arbitration hearings during the school day without loss of pay. The Association shall assume the cost of providing a substitute, if required, for the Association President and each Association witness, exclusive of the grievant. In the event a grievance filed by the Association on behalf of the entire Association or a group within the Association, the Association President shall be considered the grievant for the purposes of this Section.
- K. The right of the Association President to receive an advance copy of the agenda of each Board meeting. Such agenda shall be sent to the Association President by intra-school mail. A representative of the Association shall be permitted to address the Board during its regular meetings.
- L. The right of the Association President to receive, upon request, sufficient copies for all employees of a directory listing the names, addresses, phone numbers, and job assignments on record for all employees of the Board.
- M. The right of the Association President to receive, upon request, the names and addresses of newly employed employees.

1.06 Non-Discrimination

The Board and the Association shall not discriminate against employees with regard to handicap, race, color, creed, ancestry, national origin, gender identification, sexual orientation, religion, marital status, age, political affiliations or opinions, and/or personal life of employees. All provisions of this contract, Board policy, and any building policies shall be uniformly applied and administered for all members of the bargaining unit. Board and building policies shall not be in violation of the contract.

**ARTICLE II – NEGOTIATIONS PROCEDURE**

2.01 Initiation of Negotiations

2.011 Request for Meeting

A written request for meeting shall be submitted by the Association to the Superintendent or by the Superintendent to the President of the Association no later than sixty days before the date of expiration of this Agreement. Neither party may be compelled to commence negotiations earlier than one hundred twenty days before expiration of the Agreement.

2.012 Negotiations Proposals

Each party shall present its negotiations proposals not later than the second meeting, except by mutual agreement.

2.02 Scope of Negotiations

The Board shall enter into an agreement with the recognized bargaining representative for the purpose of negotiating in good faith all items which may affect the wages, salaries, hours, and other terms and conditions of employment of the employees.

2.03 Meetings

Meetings between the negotiating team of the Association and the Superintendent and/or his/her official representative shall be scheduled for a mutually satisfactory time within fifteen days after the request for a meeting, unless a mutually satisfactory later date is agreed upon.

- A. Both sides agree to provide the other party with relevant data and supporting information in such form as it exists.
- B. Each team shall have not more than five members, which may include a professional negotiator if so desired.
- C. Consultants may be used, if deemed advisable, by each party.
- D. Interim reports of progress may be made to the Association by its representatives and to the Board by the Superintendent.
- E. While negotiations are in progress, any release prepared for the news media shall be approved by both groups. In the event that either party declares impasse, this provision shall no longer be binding.

F. All proposals and counterproposals shall be presented in written form.

2.04 Disagreement

2.041 Mutually-Agreed-Upon Dispute Settlement Procedure

At any time after the thirtieth day of the sixty days negotiations period, either party may request mediation conducted under the auspices of the Federal Mediation and Conciliation Service. Upon such request by either party, the parties shall submit a joint written request to the Federal Mediation and Conciliation Service to provide a mediator to facilitate bargaining. Mediation shall begin as soon as the mediator can be available and shall continue until the expiration of the Collective Bargaining Agreement, and, if the parties mutually agree, may continue thereafter. The Association shall have the right to strike, pursuant to R.C. 4117.14(D)(2), once the contract has expired and the impasse procedure has been utilized. The parties agree that this provision is the mutually agreed upon dispute settlement pursuant to R.C. 4117.14(E).

2.042 Cost of Mediation

The cost of mediation, if any, shall be shared equally by the Board and the Association.

2.05 Agreement

2.051 Final Agreement

When the parties reach a contractual agreement, it shall be reduced to writing, signed by appropriate persons, and presented to the Board by the Superintendent or designee and to the membership of the Association by its President or designee.

2.052 Adoption

Adoption of the aforesaid contractual agreement shall be accomplished upon ratification by the membership of the Association and ratification by the Board. Upon such ratification, two copies of the final agreement shall be signed by the representatives of each party, one copy to be kept by the Association and one copy to be kept by the Board.

2.06 No Reprisals

No reprisals of any kind shall be taken by either party or by any member of the administration against any party involved in negotiations.

**ARTICLE III – GRIEVANCE PROCEDURE**

3.01 Definition

A grievance is defined as a claim by an employee or the Association that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement. Grievances shall be handled as set forth in this Grievance Procedure.

3.02 Step 1: Informal Procedure

An employee who feels that he/she has a grievance shall discuss it with his/her immediate supervisor. If the grievant determines that said discussion does not affect a satisfactory resolution to the grievance, the grievance may be processed to Step 2 of the Grievance Procedure. If a grievance is not initiated within twenty (20) work days after the grievant knew, or should have known, of the event or condition upon which the grievance is based, the grievance shall be considered as waived.

3.03 Step 2

The employee or the Association may present the grievance in writing on the Grievance Form found on the District's website to the employee's supervisor, who shall arrange for a meeting to take place within five (5) workdays after receipt of the grievance. The Association's representative, the aggrieved employee, his/her supervisor, and the Director shall be present for the meeting. The supervisor must provide the employee and the Association with his/her written answer to the grievance within three workdays after the conclusion of the meeting.

3.04 Step 3

If the grievance is not resolved at Step 2, or if the time limits are not met, the Association may process the grievance to the Superintendent within five (5) workdays after the receipt of the Step 2 answer, or within ten (10) workdays after the meeting in Step 2, whichever is later. The Superintendent shall arrange for a meeting with the Association representative and the aggrieved employee to take place within five (5) workdays of the Superintendent's receipt of the appeal. Upon conclusion of the hearing, the Superintendent shall have five (5) workdays in which to provide a written decision to the Association.

3.05 Step 4

If the grievance is not resolved at Step 3, or if the time limits are not met, the Association may schedule a grievance hearing with the Board at its next regular meeting after the Superintendent's written response should have been rendered. At the option of the Association, this Step 4 may be waived and the grievance submitted instead to arbitration in accordance with Section 3.06 of this Article, unless the Board

objects thereto before the end of the next workday following the Superintendent's receipt of the Association notice of intent to submit the grievance to arbitration. Upon conclusion of the hearing, the Board shall have five (5) workdays in which to provide its written decision to the Association.

### 3.06 Step 5: Arbitration

If the grievance has not been resolved through the preceding procedure, or if the Board has not issued its written answer within the time prescribed in Step 4, or if the Association and Board have waived Step 4, then the Association may submit the grievance to arbitration by giving written notice to the Superintendent of its intent to do so. The parties shall first attempt to agree upon an impartial arbitrator to hear the grievance. If the parties are unable to agree within five (5) workdays from the Superintendent's receipt of the Association's appeal to arbitration, the Association shall then request the American Arbitration Association to administer the proceedings under the Voluntary Labor Arbitration Rules of that Association. If a demand for arbitration is not filed within thirty (30) workdays of the date for the Board's Step 4 answer or the Superintendent's decision if the Association and Board have waived Step 4, then the grievance will be deemed withdrawn.

#### 3.061 Authority of Arbitrator

The decision of the arbitrator shall be final and binding upon the parties. The authority of the arbitrator shall be to determine controversies involving the interpretation, application, or alleged violation of specific provisions of this Agreement, and the arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, or to arbitrate any matter not specifically provided for by this Agreement.

#### 3.062 Costs of Arbitration

Each party shall bear the full cost for its representation in the arbitration proceedings. The costs and expenses of the arbitrator and the American Arbitration Association shall be divided equally between the parties.

#### 3.063 Transcripts

Should either party desire a transcript of the proceedings, that party shall bear the full cost for that transcript. Should both parties request a transcript, then the costs for the transcripts shall be divided equally between the parties.

3.07 Time Limits

3.071 Summer "Workdays" Extensions

During the summer recess when school is not in regular session, "workday" shall mean any day when the administrative offices are scheduled to be open. The time limits set forth in this procedure may be extended only by mutual agreement of the parties, and the parties agree that every reasonable effort will be made to expedite the grievance process. Whenever illness or other inability prevents attendance of either party or its representatives at a grievance meeting, the time limit for such meeting shall be extended to a date when such persons can be present.

3.072 Waiver of Grievance

If a grievance is not initiated within twenty (20) workdays after the grievant knew, or should have known, of the event or condition upon which the grievance is based, or the grievant fails to appeal the grievance by the deadlines set forth above, the grievance shall be considered as waived.

3.08 Expedition of Grievances

If the Association and the Superintendent agree, Step 1, Step 2, and/or Step 3 of the Grievance Procedure may be by-passed and the grievance brought directly to the next step. Class grievances involving more than one supervisor, and grievances involving an administrator above the area supervisory level may be filed by the Association at Step 3.

3.09 Record Keeping

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of any employee involved.

3.10 Rights to Representation

Both parties shall have the right to legal counsel and the right to have present such witnesses as it deems necessary to develop the facts pertinent to the grievance at all levels of the procedure.

**ARTICLE IV – LEAVE POLICIES**

4.01 Personal Leave

4.011 Personal Leave Defined

Personal leave is defined as leave which must be used to conduct business or personal affairs which cannot be conducted at any time other than during the regular school day. Personal leave cannot be used to work another job, including self-employment.

4.012 Entitlement to Leave

An employee shall be granted, upon request, three days of personal leave per year without loss of salary for reasons in compliance with this Agreement, and must certify that the employee is not taking leave for any of the above reasons. Leave before or after a holiday or recess will not be approved except in the case of an unforeseen emergency or delay. Bargaining unit members will provide documentation upon request.

4.013 Additional Leave Requests

In addition, an employee may be granted personal leave without pay for other similar situations. Leave requested for reasons not specifically designated in this provision may be subject to the approval of the Superintendent.

4.014 Submission of Leave Request

Requests for approval of personal leave shall be made to the Superintendent at least Forty-eight hours prior to the requested day, except in the case of emergency.

4.015 Restrictions

Personal leave days not used by an employee during a school year shall be credited to the accumulated sick leave of the employee at the end of each school year.

4.016 Unpaid Leave

An employee may be granted, upon request, leave without pay for a period of one semester or one year for reasons not provided elsewhere in this Agreement. Requests for unpaid leave for a period of time other than those listed above may be granted at the discretion of the Superintendent and approval of the Board. Such leave for one semester or one year shall

be granted one time for each employee. Requests for subsequent leave without pay for one semester or one year may be granted at the discretion of the Superintendent with approval of the Board. Leave without pay shall not be granted to more than five percent of the bargaining unit during a given period. The above unpaid leaves must be requested with at least five (5) days' notice prior to the next Board meeting. Otherwise, the leave will be denied.

Upon written request of a bargaining unit member, a leave of absence for illness or other disability shall be granted up to a maximum of two (2) years as per R.C. 3319.13. Requests for such leave shall be submitted at least thirty (30) days prior to the commencement of the leave except in serious and unusual circumstances. The written request shall include the nature of the leave, beginning date, and anticipated expiration date of the leave.

#### 4.02 Sick Leave

##### 4.021 Entitlement to Sick Leave

Employees may use sick leave upon the approval of the Superintendent for absences due to illness, pregnancy, injury, exposure to contagious disease, and due to illness or death in the employee's family. Employees shall have the right to utilize sick leave in one-half (1/2) day increments or a full day.

##### 4.022 Immediate Family Defined

Immediate family shall be interpreted to include father, mother, grandparents, brother, sister, husband, wife, child, parent-in-law, or any member of the household who has stood in the same family relationship with the employee as any of these.

##### 4.023 Crediting of Sick Leave

Full-time employees shall accrue to their credit, fifteen days' sick leave for each year under contract which shall be credited at the rate of one and one-fourth days per month.

##### 4.024 Transfer of Sick Leave

An employee who transfers from one public agency in Ohio to another public agency shall be permitted to transfer the amount of his/her accumulated sick leave.

4.025 Justification for Use of Sick Leave

The Superintendent may require an employee to furnish a written signed statement on forms furnished by the Board to justify the use of sick leave. If medical attention is required, the employee's statement shall list the name and address of the attending physician and the dates of consultation. Falsification of a statement shall be grounds for disciplinary action. Reference Section 3319.141 ORC.

4.026 Sick Leave Advance

Each new full-time employee shall be advanced five (5) days of sick leave credit at the beginning of the school year. If illness requires the employee to use the full amount of credit before four (4) months of service have been completed, such employee may not be lawfully advanced additional sick leave credit. The five (5)-day advance is to be deducted from the future accumulation of sick leave credit the employee earns on the basis of completed months of service under provisions of the uniform sick leave law. Reference Section 3319.141 ORC.

4.03 Sick Leave Accumulation

Accumulation of sick leave shall be limited to a maximum of 280 days.

4.04 Parental Leave

4.041 Entitlement to Parental Leave

Parental leave of absence shall be granted, upon request, to an employee who becomes pregnant or who becomes a parent by childbirth or adoption. Said leave shall be an unpaid leave of absence and shall be granted for a full school year or part of the school year in which it is requested. Parental leave for pregnancy may begin at any point of the pregnancy and shall continue through the disability connected with delivery. Upon request of the employee, parental leave may be extended for a period up to one additional school year, provided the request is made in writing to the Superintendent on or before August 1 immediately preceding the school year for which the extension is requested.

4.042 Submission of Leave Request

Application for a parental leave shall be made in writing to the Superintendent not later than thirty workdays prior to the effective date for such leave and such request shall state the anticipated duration of the leave. In the case of parental leave for pregnancy, the request shall be

accompanied by a statement from the attending physician giving the expected date of delivery.

4.043 Reassignment

An employee who desires to be reassigned to duty following the expiration of such leave shall adhere to the following procedure:

- A. An employee whose leave of absence shall expire prior to the beginning of the Fall semester shall notify the Superintendent not later than March 1 if he/she intends to return to active duty at the beginning of the next school year.
- B. An employee whose leave of absence shall expire prior to the beginning of the Spring semester shall notify the Superintendent not later than December 1 if he/she intends to return to active duty at the beginning of the Spring semester.
- C. An employee whose leave of absence begins after March 1 and expires prior to the beginning of the Fall semester shall notify the Superintendent not later than July 1 if he/she intends to return to active duty at the beginning of the next school year.

4.044 Timeline for Reinstatement

Reinstatement of the employee to duty following a leave of absence shall be made after the proper application has been submitted and no later than the beginning of the next semester.

4.045 Reinstatement to Vacated Position

If duration of said leave is for a period of one semester or less, the employee returning from leave shall be reinstated in the same position which was held prior to leave.

4.046 Reinstatement to Comparable Position

If duration of said leave is for a period in excess of one semester, the employee returning from leave shall be reinstated in the same position or, if that position no longer exists, to a comparable position to the one held prior to leave. Provisions of Section 5.05 of this Agreement shall take precedence over this section.

4.05 Assault Leave

4.051 Entitlement to Assault Leave

An employee who is absent due to a physical disability which resulted from an assault arising out of and/or in the course of his/her employment shall be maintained on full pay status during such disability. After the waiting period imposed by the State Industrial Commission, the pay of any employee on assault leave shall be reduced by the amount received by that employee, if any, of Workers' Compensation as a benefit to cover loss of pay sustained for the injury.

4.052 Justification for Use of Assault Leave

Such employee shall prepare and give to the Administration on a form furnished by the Board, a signed statement describing the facts warranting such assault leave.

4.053 Physician's Certificate

If medical attention is required for such employee due to such disability, the employee shall also give to the Administration a certificate from a licensed physician stating the nature of the disability and its probable cause.

4.054 Police Report

The employee shall file a criminal complaint against the person who committed the assault. If the assailant cannot be identified, the employee shall cooperate with authorities to identify the assailant. Employees shall also cooperate with the prosecutor preparing the case against the assailant. In the event the case proceeds to trial, the employee shall be ready and willing to testify as to the facts of the assault. If the trial occurs during the teacher workday, there will be no loss of pay or benefits.

4.06 Professional Leave

4.061 Entitlement to Professional Leave

An employee may be granted leave with pay for attendance at Association functions, meetings, and conferences, or visitations of a professional nature upon prior approval of the Superintendent.

- A. The employee shall be reimbursed for actual costs incurred for registration, transportation by a common carrier, and housing at the cost of a double-room rate unless a single room is required,

providing invoices are submitted. Expense reimbursement shall be paid within five (5) workdays of submission of invoices.

- B. Reimbursement shall be the amount allowed by the Internal Revenue Service in personal automobiles and a maximum of fifty (50) dollars per diem for meals. Dated and itemized meal receipts must be submitted for reimbursement.
- C. Expenses described in section A which can be verified in advance shall be paid in advance by the Board.

4.062 Attendance Criteria

Attendance at such meetings or conferences can be of a specific or general education program and need not be in the same specific category of the employee's normal assignment field.

4.063 Employment of Substitutes

When leave is granted under the provisions of this section, a substitute shall be provided in accordance with the Board-approved policy governing employment practices.

4.064 Submission of Request

Requests for said leave shall be made in writing to the Supervisor at least one week prior to the Board meeting preceding the trip. Employees shall receive a copy of the request form indicating the Supervisor's and Director's recommendation within one week of submission.

4.07 Sabbatical Leave

4.071 Entitlement to Sabbatical Leave

Sabbatical leave for study or research or for teaching in a foreign country shall be granted by the Board upon request to employees who have completed five years of service in the district subject to the following conditions:

- A. Prior to the authorization of such leave, the employee shall present to the Superintendent for approval a plan for professional growth showing the role played by such a plan by the proposed sabbatical leave.

- B. No employee may be granted such leave more often than once for each five years of service nor shall an employee be granted such leave for a second time when other employees have filed a request for such leave.
- C. Sabbatical leaves shall not be granted to more than five percent of the professional staff during a given period.
- D. An employee who is granted sabbatical leave shall be required to return to the staff of the school system for at least one year. If he/she does not return for one year, he/she shall be required to refund the Board monies paid as compensation during such leave.
- E. A sabbatical leave may be granted for one semester, one full school year, or for the last semester of one school year and the first semester of the following year. An employee while on sabbatical leave shall receive the difference between the salary and fringe benefits paid to his/her replacement and the salary and fringe benefits which the employee would have received if working at the District.
- F. Application for sabbatical leave shall be made in writing and addressed to the employee's supervisor not later than February 15 or October 15 preceding the school term within which the leave is desired. The Board must take action on any application submitted on or before the October 15 deadline not later than December 15. The Board must take action on any application submitted on or before the February 15 deadline not later than April 15.
- G. An employee who is granted such leave shall be required to make reasonable periodic reports during such leave in a manner as determined by the Superintendent and the employee.
- H. Such leave shall not be granted unless there is available a satisfactory substitute for the employee requesting such leave.

4.072 Reinstatement

If said leave did not exceed a period of one semester, upon return from leave, the employee shall be restored to his/her former position. If said leave exceeded one semester, upon return from leave, the employee shall be restored to his/her former position or, if that position no longer exists, to a comparable position at the discretion of the Superintendent.

Provisions of Section 5.05 of this Agreement will take precedence over this section.

4.073 Salary Increments

Regular annual salary increments shall be given for the time of leave as if the employee had performed service to the school district during the period of leave.

4.08 Jury or Witness Duty Leave

An employee called to serve as a juror or as a witness under subpoena shall be granted leave for such purpose, shall receive full salary during such service, and shall suffer no loss of other leave provided by this Agreement.

4.09 Family and Medical Leave

The parties agree to abide by the terms and provisions of the Federal Family and Medical Leave Act of 1993. All benefits guaranteed by the Act will be provided to employees covered by this Agreement who are eligible and shall be in addition to any other benefits provided herein. Furthermore, the benefits of the FMLA are not intended to supersede or diminish any other leave provisions contained in this Agreement.

Eligible employees shall be those employees who have worked for the school district at least one year and who worked for at least 1,250 hours over the previous twelve (12) months.

## ARTICLE V – RIGHTS AND RESPONSIBILITIES

5.01 Vacancies

5.011 Definition of Vacancy

A vacancy in an Employee Unit position shall exist when the Board determines to fill the position for any of the following reasons:

- A. An employee dies;
- B. An employee resigns;
- C. An employee retires;
- D. An employee's employment is terminated or non-renewed;

- E. An employee is transferred;
- F. An employee is promoted;
- G. An employee's leave of absence extends beyond one semester;  
or
- H. A new position is created.
- I. The Board shall not reduce a full-time position to a part-time vacancy except pursuant to Section 5.05.

5.012 Notification of Vacancy

When the Superintendent learns of a vacancy in the Bargaining Unit or in any administrative or supervisory position, he or his designee shall, as soon as is reasonably possible, but not later than three workdays after receipt of notice of vacancy or three workdays after the Board acts to create a new position, give a written notice of such vacancy to each employee. During the summer recess, all bargaining unit members shall be notified by email of the vacancy.

5.013 Content of Notice of Vacancy

Each notice of vacancy shall include the department, the grade level, the subject to be taught, and the qualifications required of each applicant. In the case of newly-created positions, said notice shall also stipulate the compensation for the position.

5.014 Vacancy Bidding Period

Excepting supervisory and administrative positions only, employees shall have six workdays to bid on the vacancy. In the event a vacancy occurs during the summer recess, said position may be filled twelve days after the date of notification of bargaining unit members by e-mail. If no certified/licensed employee bids on the vacancy within the designated bidding period, the Board may then fill the vacancy.

5.015 Abbreviated Bidding Period

In the event that a position becomes vacant less than fourteen days prior to the first day of school, or within thirty days after the start of the school year, or in the event that an employee severs employment without giving sufficient prior notice to allow the provisions of this section to be implemented, every employee who is certified for the vacant position as determined by the seniority list in Section 5.021 of this Agreement shall

be notified of the vacancy in writing not less than three workdays prior to the filling of the vacancy. In all other instances, the six workday bidding requirement shall be provided before a vacancy may be filled.

5.016 Filling of Vacancies

- A. In the unusual event that a vacancy in the Employee Unit is not filled within thirty days of the date the notice of vacancy was posted for bidding, each employee bidding on the vacancy shall receive written notice of the extenuating circumstances causing the delay in filling the vacancy and notice of the status of the employee's bid (i.e., the employee's bid is or is not still under consideration).
- B. The employee deemed most qualified by the Superintendent will be recommended for the position.

5.017 Exceptions

- A. The Superintendent shall not be required to provide notice of vacancy for any position that will be eliminated from the Employee Unit as a result of the implementation of a reduction in force. Notice shall be provided for all other vacancies as determined by the Board in accordance with sections 5.011 and 5.012.
- B. The Superintendent shall provide notice of any vacancy which occurs after the last day of the school year but which is not eliminated as a result of the implementation of a reduction in force; however, the Superintendent shall not be required to fill said vacancy until after the action of the Board to implement a reduction in force, provided that the vacancy is filled prior to the first day of the ensuing school year.

Employees bidding on such a vacancy shall receive written notice immediately following the close of the bidding period that reassignment of employees caused by the implementation of a reduction in force shall supersede the employee's bidding rights as provided in Section 5.016. In the event that said vacancy is not filled by reassignment of employees to implement a reduction in force or by reinstatement of employees from the reduction in force list, the vacancy shall be filled in accordance with the provisions of Section 5.016.

- C. The Superintendent shall not be required to provide notice of vacancy for any position created by an involuntary transfer necessitated to comply with the provisions of Section 5.05.

## 5.02 Seniority List

### 5.021 Posting of Seniority List

The Board shall, in September and February of each school year, prepare and post on the bulletin board in the faculty lounges a seniority list indicating the first day worked, the date of hire, the date of employment application, the area and expiration date of certification, and the years of seniority for each employee. The President of the recognized bargaining representative shall be provided with a copy of the seniority list prior to posting.

### 5.022 Inaccuracies

Each employee shall have a period of thirty days after the posting of the semester up-to-date seniority list in which to advise the Board or its agents in writing of any inaccuracies which affect his/her seniority. No protest shall be considered after thirty days of the posting of the seniority list, and the list shall be considered as final. 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. If the employee is unable to resolve his/her dispute regarding placement on the seniority list, the employee may file a grievance.

## 5.03 Just Cause

### 5.031 Employee Discipline

No employee shall be disciplined without just cause.

### 5.032 Disciplinary Action

No disciplinary action shall be taken in the presence of students, other employees, or in public. For the purposes of Section 5.032 only, "employee" shall be defined as all employees of the Board with the exception of administrative or supervisory personnel.

### 5.033 Progressive Discipline

- A. In the event it becomes necessary to reprimand or otherwise discipline a member of the bargaining unit, the principles of progressive discipline will be followed. However, it is within

the discretion of the Superintendent or his/her designee that any or all of these steps may be waived. The Superintendent has the right to accelerate the disciplinary process and proceed to either suspension and/or termination for cause or the reasons set forth in O.R.C. 3319.16.

- B. Disciplinary actions affecting an employee should be administered with the intention of improving the employee's performance. A disciplinary problem should be discussed between the employee and his/her immediate supervisor.
- C. Discussions on disciplinary action will be held in private. The principles of progressive corrective discipline shall be to measure the offense committed and will include:
  - a. Written reprimand.
  - b. Suspension without pay by the Superintendent for up to ten (10) days.
  - c. Termination by the Board.

Nothing herein shall preclude the administration from issuing more than one written reprimand.

5.035 Complaint Procedure

- A. Persons with complaints against bargaining unit members shall be encouraged to first discuss the complaint with the bargaining unit member when appropriate. The bargaining unit member may be informed of both the complaint and the identity of the complainant, unless it involves a student and the parent has requested anonymity. If not resolved, the complaint will go to the supervisor and then, if necessary, to the Superintendent or his/her designee.
- B. No complaint shall be used in any evaluation or for any personnel decision without first identifying the source and substantiating the complaint through investigation.
- C. A plan for dealing with any verified deficiencies arising from a complaint investigation shall be developed by the administration and the bargaining unit member.

- D. At any time a bargaining unit member is asked to meet with an administrator concerning a complaint, the bargaining unit member shall have the right to Association representation.
- E. This article does not apply in the event of an investigation conducted by any governmental agency.

5.04 Fair Dismissal

5.041 Termination of Contract

Termination of contract of a certified/licensed employee shall be in keeping with provisions of Section 3319.16 and related statutory law.

5.042 Non-Renewal of Limited Teaching Contracts for Probationary Employees who have been Employed for Three (3) Years or Less

- A. Limited contract certified/licensed employees who have been employed for three (3) or fewer years, and who were employed by the Board on or after July 1, 2011, shall be notified in writing by the Superintendent by May 10 that they will not be recommended to the Board for rehiring for the next school year. Prior to Board action on their contract, such certified/licensed employees shall have the right to meet with the Board in executive session, with representation. Certified/licensed employees whose contracts are nonrenewed shall receive written notice from the Board not later than June 1.
- B. If the Superintendent decides to recommend to the Board non-renewal of the employee's contract, the employee shall be given an opportunity to resign prior to the Board's action not to renew.

5.05 Reduction in Force

5.051 General Provisions

The method of implementation shall be in accordance with Ohio Revised Code 3319.17 and the provisions of this Section to the extent such provisions are not in conflict with Ohio law. The ultimate purpose of a reduction in force shall be to provide a fair, impartial, and orderly reduction in the number of positions in the Employee Unit; however, in making said reduction, the Board shall reduce as few positions as possible in keeping with the provisions of Ohio Revised Code 3319.17 and this

Section. In making such a reduction, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent.

On a case-by-case basis, in lieu of suspending a contract in whole, a 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.

A. Implementation

Reduction in force may occur only for the following reasons:

1. Decrease in student enrollment.
2. Return of an employee from a leave of absence.
3. Suspension of schools or territorial changes affecting the district.
4. Financial reasons.
5. Comply with federal or state requirements and/or guidelines of a program grant (i.e., career development program). The Board shall not arbitrarily and capriciously rewrite existing grants for the purpose of implementing a reduction in force.

B. Definitions

1. Decrease in Enrollment Defined

- a. A decrease in enrollment in any vocational program below eight (8) students in a Junior level class, below eight (8) students in a Senior level class, and below twelve (12) students in a combined Junior/Senior level class. A combined class of less than twelve (12) students can only continue for three (3) years, at which time the teacher may be subject to reduction. When enrollment in a combined class reaches eight (8) students in a Junior level class and eight (8) students in a Senior level class, the

class shall be split, or when the combined enrollment exceeds twenty-five (25).

- b. A decrease in enrollment in any academic program. A reduction in force may not be implemented in any academic program until the employee-student ratio will fall below 1-110 in the teaching area affected after the reduction in force has been implemented. Said enrollment calculation shall include all students in academic classes; however, for the purpose of calculating the 1-110 employee-student ratio, the total student enrollment in each teaching area shall be calculated separately.
- c. When vocational enrollment falls below eight (8) students at a Junior and/or Senior Level(s), the vocational program may be combined.

C. Effect of Seniority with Certification/Licensure

- 1. With respect to OTES bargaining unit members, the Board shall not use seniority in determining contract suspensions except as specified herein, but shall proceed to suspend contracts for teachers based upon evaluations of those who have been evaluated in accordance with the Board-adopted, standards based evaluation policy and provisions of the collective bargaining agreement. Retention of bargaining unit members and recall of eligible teachers whose contracts have been suspended pursuant to a reduction in force will not be based upon seniority, except in circumstances when choosing between teachers with comparable evaluations.
- 2. All evaluations above "developing" on the teacher performance standards of the evaluation shall be deemed comparable.
- 3. When the position(s) to be eliminated or reduced in part to accomplish RIF has been determined, the

following order shall be followed to determine the order of suspending contracts of bargaining unit employees:

- a. Limited contract teachers shall be reduced in the affected teaching fields (certification/licensure) utilizing the following order;
  - i. Comparable evaluations as defined in accordance with provisions of this agreement.
  - ii. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field the first to be suspended.
- b. Should the necessary reduction of staff required exceed the number of limited contract teachers in the affected field, continuing contract teachers be reduced in the affected teaching fields (certificate/licensure) utilizing the following order:
  - i. Comparable evaluations as defined in accordance with provisions of this agreement.
  - ii. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior continuing contract teacher in the affected teaching field the first to be suspended.
  - iii. Reduction:  
  
Any OTES teacher rated above "developing who is subject to contract suspension

by virtue of a reduction in force may displace another (less senior) member in an area of the suspended teacher's certification/licensure.

c. For bargaining unit members not subject to the Board's standards-based evaluation policy (non-OTES teachers).

i. Certification and system-wide seniority shall be the exclusive criteria of reduction.

ii. Unit members who are subject to being laid off have the right to bump unit members with less seniority in other teaching areas subject to the following stipulations:

a. The unit member who bumps must be properly certificated/licensed in the teaching area which he/she intends to bump into.

b. The unit member who bumps must bump the least senior unit member in the teaching area which he/she intends to bump into.

4. Reduction in Force

No bargaining unit members shall be subject to reduction in force if there is a position in ISD and monitoring Fuel Ed, - They shall remain members of the bargaining unit with no loss in pay or benefits.

5.052 Procedure

- 5.0521 Not later than June 1 preceding the school year in which a reduction in force is expected to occur and not fewer than three days before written notices are provided pursuant to Section 5.0522 of this Article, the Superintendent shall provide written notice to the Association President of any anticipated reduction in force. Said notice shall list the positions (subject area and grade level, if applicable) and the employees which the Superintendent expects will be affected by the anticipated reduction in force.
- 5.0522 Prior to the last day of the school year, the Superintendent shall provide written notice to each employee who he expects will be affected by the anticipated reduction in force. Said notice shall state that the Superintendent expects that the employee's position will be affected by an anticipated reduction in force.
- 5.0523 The notification in Sections 5.0521 and 5.0522 shall not be construed as a final list of employees to be affected by implementation of a reduction in force.
- 5.0524 Not later than August 1, the Board shall provide written notice to the Association President of its intent to proceed with the implementation of the reduction in force through the suspension of contracts and shall present the documentation to justify the reduction in force and the involuntary transfer of employees occurring as a result of said reduction in force. Board action to implement any reduction in force shall occur at the regular meeting of the Board in August. A reduction in force caused by a decline in student enrollment occurring between the August Board meeting and October 15 or the return of an employee from a leave of absence shall constitute the only exceptions to this provision.
- 5.0525 If a dispute occurs with regard to the justification for the reduction in force, the matter shall be submitted to expedited

arbitration in accordance with the procedures established by the American Arbitration Association.

5.053 Determination of Reduction in Force List

- 5.0531 A formal statement list shall be prepared indicating the specific positions to be abolished.
- 5.0532 A reduction in force list shall be prepared according to 5.051C.
- 5.0533 Prior to Board action to effect a reduction in force, an employee whose contract is to be suspended as a result of a reduction in force program shall be given written notification by certified mail that his/her employment shall be suspended and the notice shall state the reason for such suspension and shall make no reference to the provisions of Section 5.0551 of this Article.

5.054 Reinstatement from Reduction in Force List When a Reduced Course has been Combined

- 5.0541 An employee on the reduction in force list shall be offered a contract for positions for which certificated, as set forth on said reduction in force list, as positions become available and in keeping with the provisions governing comparable evaluations and the seniority provisions of the reduction in force list; inverse order – last suspended; first reinstated.
- 5.0542 When a vacancy occurs, the Board shall send a certified letter to all employees certified for the position as defined in Section 5.0531 to their last known address to advise them of such position. It is the employee's responsibility to keep the Board informed of his or her whereabouts. The employee shall, within fifteen days from the postmark date of the letter, indicate availability and desire for such position. The Board shall reinstate that employee indicating availability and desire for such position who has the greatest seniority. If the employee fails to notify the Board within the specified period of time, or if the employee rejects the offered position, said employee shall be considered to have rejected the position and to have forfeited his or her right to recall to service in the District. The position will then be made available to the next eligible employee on the reduction in force list.
- 5.0543 Transfers of employees employed but not affected by the reduction in force program shall be limited to positions not

affected by said program. If a position initially abolished is reinstated or if a new position is established, this position will be staffed first from the employee reduction in force list. Transfers may be made to a position affected by the reduction in force program after the position has been offered to all properly certificated employees on the reduction in force list.

5.0544 No employees new to the district shall be employed until all properly certified employees on the reduction in force list have been offered reinstatement in accordance with the provisions of this policy.

5.0545 Upon recall, all rights related to contract status, salary and fringe benefits shall be fully restored; however, no credit on the salary index shall be given for time spent on suspended status.

5.055 Additional Provisions

5.0551 Employees on layoff status will be given preferential consideration as substitute employees and shall be compensated at the rate of one hundred twenty-five (125) dollars per day of such service; if they submit their name for the substitute list. The employee has the option to place his name on the list or remove it from the list at any time. Employees on layoff status will be given preferential consideration, if qualified, for an adult education vacancy. However, employment as a substitute or adult education employee shall not disqualify that employee from placement or continued placement on the reduction in force list.

The Board shall have no further obligation to contact an employee to substitute if they refuse an offer to substitute on more than five (5) occasions. The employee may have their name reinstated on the sub list by coming to school and submitting a written request. Employees on the Reduction in Force list shall be notified of anticipated openings in Adult Education courses of 600 hours or more at the beginning of each Adult Education term. Staff members on the Reduction in Force list who wish to apply to teach these courses must notify the Adult Education office. Employees on the Reduction in Force list will have five (5) days from the date the employee is notified of the opening to apply. Notification may be made by telephone, in person, or by mail. The first day of the five (5) day period shall be the date of mailing or the day the personal contact is made.

Employees on the Reduction in Force list may apply for openings in Adult Education courses of less than 600 hours. These employees must notify the Adult Education Office in writing of the courses for which they are certified and in which they have an interest. The names of these staff members will then be placed on the list of potential teachers for the program.

The Board reserves the right to employ the most qualified person to teach a course.

Programs where teachers are secured from another source (i.e. apprenticeship programs) are excluded.

5.0552 Employees on layoff status shall have the right to remain in all Board-provided insurance programs at their own expense.

5.0553 Employees on layoff status shall be provided with notice of every vacancy for which they are or may become certified in accordance with the provisions of Section 5.0543. Employees on layoff status who acquire additional certification or who become eligible for additional certification through the issuance of a Teacher Eligibility and Education Verification Form while on layoff status are responsible for notifying the Superintendent of the change in their credentials.

5.0554 When the teaching contract of an employee is suspended through formal action by the Board as a result of the implementation of a reduction in force, and full-time regular employment has not been offered for the ensuing school year, the Board shall not challenge the eligibility of the employee to receive unemployment compensation benefits.

5.0555 Right of Restoration

1. Following the date of contract suspension, an employee affected by a reduction in force shall be granted the rights herein stated for a period not to exceed three years after the last school year actually worked. Such rights shall include the rights provided in Section 5.0552 unless such rights are specifically prohibited by the term of the existing insurance contracts.

2. As positions become available, unit members whose contracts have been suspended in whole or in part shall be rehired to positions for which they are

properly licensed and qualified to teach. Seniority shall not be a factor in recalling any bargaining unit member, unless the decision is between teachers with comparable evaluations. In addition, teachers with continuing contracts will be given preference in recall.

Unit members on the recall list shall be offered reemployment to full-time positions, as they become available, for which they are certified/licensed in the reverse order of layoff, last laid off, first recalled.

3. The teachers whose continuing contracts are suspended by any 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 employment than the position the teacher last held while employed in the district or service center.
4. A unit member who is recalled to a position shall resume the contract status he/she held prior to the reduction and shall be credited with sick leave accumulation and years of service for salary schedule placement he/she had prior to being laid off.
5. The seniority of a recalled unit member shall be calculated as if service were not interrupted.
6. When an opening(s) occurs, the Board shall send a certified letter to all unit members certified/licensed for the position to their last known address to advise them of such position. It is the unit member's responsibility to keep the Board informed of his/her whereabouts. The unit member shall, within fifteen

(15) days from the postmark date of the letter, indicate availability and desire for such position. If after being offered reinstatement, a unit member fails to notify the Board within the specified period of time, or if a unit member rejects the offered full-time position, said unit member shall be considered to have rejected the position and to have forfeited his/her right to recall to service in the District.

7. No teachers new to the District shall be employed until all properly certified/licensed unit members on the recall list have been offered a contract for the position in accordance with the provisions of this procedure.
  8. Transfers of unit members employed but not affected by the layoff shall be limited to positions not affected by said program. If a position(s) is established, the position(s) will be staffed first from the recall list, assuming there are qualified and properly licensed members on the list. Transfers may be made to a position affected by the reduction after the position(s) has been offered to all properly certified/licensed unit members on the recall list.
  9. Unit members remaining subject to reduction will be given preferential consideration as substitute teachers and part-time teachers. However, employment or non-employment as a substitute or part-time shall not affect that unit member's placement or continued placement on the recall list for full-time employment.
  10. Laid off Unit members subject to reduction shall have the right to maintain insurance coverage by making appropriate CORBRA payments not later than the completion of the first month of effective layoff.
  11. No unit member who is laid off shall have his/her limited contract non-renewed during the term of the layoff.
- 5.0556 An employee affected by a reduction in force who, subsequent to being placed on layoff status, resigns or retires from the teaching profession or with the State Teachers Retirement

System will be disqualified from all reinstatement rights stated in this Article.

5.056 Intervention Program

When student enrollment in any career technical program falls below the numbers set forth in 5.051(B)(1)(a), the instructor in that program shall have the opportunity to enter an intervention program, in an effort to assist the employee's efforts to increase student enrollment in that program area.

A. After October 1<sup>st</sup>, and prior to November 15<sup>th</sup>, the Association President and Director or designee will develop a mutually agreed upon list of programs to be involved in intervention. The mutually agreed upon list will be signed and dated by the Association President and the Director.

B. Role of the Intervention Team

1. When the instructor becomes eligible for the intervention program, the program instructor and Director or designee shall form an intervention team which shall consist of: the teacher, an academic teacher, a guidance counselor and the supervisor for that program area.
2. The intervention team will review: curriculum, strategies for recruitment and placement, equipment, facilities, advisory committee input provided to the program operating below mission goals, as well as other pertinent information. Subsequent to this review, the teacher and the supervisor will jointly develop a plan, with committee input, to increase program enrollment to mission goals.

5.06 Employee Evaluation

A. OTES

For OTES teachers or school counselors subject to the Ohio School Counselor System ("OSCES"), the District will utilize the Board's standards-based teacher evaluation or counselor evaluation system (See Appendix B), which have been mutually developed by the parties. All matters contained within these systems shall be considered grievable under the grievance procedure contained within this contract and in accordance with the provisions of this Article.

The Board will continue to use OTES 1.0 for teacher evaluations for the 2020-2021 school year. Student growth measures will not be components in 2020-2021 educator evaluations in accordance with House Bill 197 and House Bill 164 of the 133rd general assembly. Further, evaluations will not include value-added, high-quality student data or any other student academic growth data to measure student learning attributable to a teacher while conducting evaluations.

Beginning with the 2021-2022 school year, the Board will implement the OTES 2.0 model for teacher evaluations subject to negotiations.

Any revisions to the Board's standards-based teacher or school counselor evaluation system must be bargained prior to implementation to the extent provided by law, and nothing herein shall diminish any right of the Association to strike under Ohio Revised Code Section 4117.14(D)(2).

B. Evaluation Review Committee

The Evaluation Review Committee (ERC) will provide additional stakeholder input and facilitate the statutorily required consultation with teachers relative to necessary changes to and/or subsequent revision of the Board's OTES and OSCES policies, in addition to review of the effectiveness of the evaluation of teachers and school counselors in the district.

1. Composition

The Committee shall be comprised of eight (8) bargaining unit members appointed by the Association President and four (4) administrators appointed by the Superintendent.

2. Operational Procedures

- a. The Committee shall be chaired jointly by a bargaining unit Committee member and an administrator.
- b. Members of the Committee must be OTES and OSCES trained.
- c. The Committee will develop the ground rules by which the Committee will operate.

- d. The Committee may establish sub-committees to assist with their work whose members will be jointly appointed by the Committee co-chairs.
- e. All decisions of the Committee and any subcommittees established by the Committee will be achieved by consensus.
- f. The committee will establish by mutual agreement a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks.

3. Compensation

Any Committee work required outside of the work day will be paid at \$25.00 per hour as approved by the Committee co-chairs. Release time for Committee work may be granted by the Superintendent upon recommendation of the co-chairs.

a. Secretarial Support

The Board will provide necessary clerical support and assistance to the Committee.

4. Committee Authority

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

C. Non-OTES Members – ERC to develop updated evaluation system for Non-OTES and Non-OSCES members

Except as otherwise indicated, for non-OTES members of the bargaining unit, the following will continue to be implemented:

The goal of employee observation and evaluation is to improve performance by identifying areas of outstanding performance, areas of satisfactory performance, and areas of performance which need improvement and to provide the administration with quality assessment

for use in promotion, reassignment, and contract renewal. The following guidelines shall be uniformly and consistently applied in the observation and evaluation of all non-OTES employees. Non-OTES employees include any member who spends less than 50% of his/her school day providing content-related student instruction and who is working under licensure defined in the Board's evaluation policy.

5.061 Observation Schedule

- 5.0611 The number of observations of employee performance, as stated below, shall occur between September 15 and May 1 of each school year for limited contract teachers. Continuing contract teachers may be observed and evaluated from September 15 to May 1.
- 5.0612 Observations completed after May 1 for limited contract teachers will be reflected as additional observations in the next Annual Evaluation Report as per Section 5.0626 of this Agreement.
- 5.0613 Observations shall be completed in accordance with the following frequency.
  - a. First Year Limited Contract Employees: A minimum of four (4) per year, with a minimum of two (2) per semester.
  - b. Second and Third Year Limited Contract Employees and those employees who have a contract up for renewal: A minimum of three (3) per year, with a minimum of one (1) per semester.
  - c. Employees under continuing contract status with more than three (3) years of service will be observed and evaluated at least once every three (3) years.
  - d. The evaluation of other employees under limited contract not addressed above shall be as follows:
    - (1) At least one (1) observation report and conference by the end of the first semester.

- (2) At least one (1) observation report and conference between the beginning of second semester and May 1.

e. A teacher/school counselor who is assigned an evaluation rating of Accomplished on the teacher's/school counselor's most recent evaluation conducted under this section shall be evaluated once every three (3) school years, unless his/her contract is up for non-renewal. The triennial evaluation shall be completed by May 1 of the applicable school year, and the teacher/school counselor shall receive a written report of the evaluation by May 10 of that school year. Such teacher/school counselor must meet and maintain the following requirements: a credentialed evaluator shall conduct one (1) formal observation (a pre-conference if requested by teacher/school counselor) and one (1) post-conference with the teacher/school counselor for each year the evaluation cycle is deferred.

f. A teacher/school counselor who is assigned an evaluation rating of Skilled on the teacher's/school counselor's most recent evaluation conducted under this section shall be evaluated once every two (2) school years, unless his/her contract is up for non-renewal. The biennial evaluation shall be completed by May 1 of the applicable school year, and the teacher/school counselor shall receive a written report of the evaluation by May 10 of that school year. Such teacher/school counselor must meet and maintain the following requirements: a credentialed evaluator shall conduct one (1) formal observation (a pre-conference if requested by the teacher/school counselor) and one (1) post-conference with the teacher/school counselor for each year the evaluation cycle is deferred.

In any year in which a teacher/school counselor will not be formally evaluated, as a result of having previously received a rating of accomplished or skilled, the formal observation process shall not require a pre-observation conference or submission of the pre-observation form. Likewise, the submission of the post observation form shall not be required. The information/forms generated in this

section will be provided to the teacher/school counselor.

- 5.0614 Except in the case of a first-year employee, the minimum number of observations per semester will not be comprised of observations conducted during the first or last day of a grading period nor on the workday immediately before or after a holiday period (i.e., winter and spring breaks). Nothing, however, will prohibit the administration from conducting an observation during the above-referenced periods.
- 5.062 Non-OTES employees shall be observed and evaluated in accordance with the following guidelines:
  - 5.0621 All formal observations shall be not less than 30 minutes and the time shall be clearly indicated on the Observation Report Form.
  - 5.0622 At least one (1) formal observation shall be announced forty-eight (48) hours in advance of the observation being made.
  - 5.0623 Each vocational employee shall be observed and evaluated by the employee's supervisor. Each academic employee and each non-instructional employee shall be observed and evaluated by the administrator who is the employee's supervisor. Each employee shall receive written notice of the name of his/her supervisor not later than the first day of the school year. Observations may be conducted by other MCCTC Administrators as directed by the Superintendent in compliance with the observation schedule in 5.061.
    - a. Vocational Assessment Center personnel may be evaluated by a district administrator in cooperation with a member of the Mahoning County Board of Education staff. The Mahoning County Board of Education staff member may be present at all evaluation conferences.
    - b. In the event of an emergency, the director may be assigned to conduct an observation or evaluation in lieu of the employee's immediate supervisor.
  - 5.0624 The employee's supervisor will complete the Observation Report Form within two (2) days following the observation.

5.0625 Each Observation Report shall be a cumulative record of the employee's general performance during the school year up to the date of each Report and the employee's classroom performance subsequent to the employee's last previous formal observation. The Annual Evaluation Report shall be a summary of all Observation Reports since the last previous Annual Evaluation Report.

5.0626 It is understood that evaluation includes observations made other than during the formal observation time.

Any performance area(s) found to be unsatisfactory on the basis of performance observed outside the formal observation time shall be documented in writing and shall be provided to the employee at the time the unsatisfactory performance is observed by the employee's evaluator or as soon thereafter as circumstances permit but not later than two (2) days following observation of such performance by the employee's evaluator during which the employee and the evaluator are in attendance. Except in extreme cases, such written documentation shall be preceded by at least one (1) oral warning to the employee that his/her performance in an area of evaluation is unsatisfactory.

5.0627 The employee shall receive a copy of the Observation Report during the observation conference with the evaluator which shall take place no later than five (5) workdays following the formal observation. The employee shall have the right to have a written response affixed to the Observation Report.

a. Employees under limited contract shall receive these reports at minimum by February 25 and May 10 respectively following the evaluations under 5.0613.

5.0628 When a need for improvement is noted on the Observation Report Form (i.e., when the report contains a rating of less than satisfactory); the evaluator will make recommendations for improvement, the sufficient time allowed for making such improvement, and the consequence that may occur if improvement is not shown. When need for improvement is noted on the Observation Report Form, the evaluator shall conduct at least one follow-up observation to determine and record whether sufficient improvement is taking place.

- a. Employees under limited contract shall receive reference to the means by which assistance may be obtained in making such improvements.
- 5.0629 The Annual Evaluation Report and conference between the limited contract employee and evaluator shall be completed by May 10.
- 5.06210 The evaluator will meet with the employee to discuss the Annual Evaluation Report and will identify any performance area that needs improvement. If the employee disagrees with the Annual Evaluation Report, he/she may request and shall be granted a conference with the Supervisor, the Director, and the Superintendent. At the option of the employee, an Association representative may be present.
- 5.06211 One copy of the Annual Evaluation Report and each supporting Observation Report, as well as any other written data used to support the Annual Evaluation Report, shall be given to the employee and one copy shall be filed in the employee's personnel file. The employee shall have the right to make a written response to his/her Annual Evaluation Report and to have the response affixed to the Report.
- 5.06212 The employee's signature on an Observation Report or an Annual Evaluation Report shall reflect only that the employee has read and received a copy of the Report and should not be construed to signify the employee's agreement with the content of the Report.
- 5.06213 Any violation of procedural due process shall automatically require re-employment of the contract under a continuing contract, if eligible, or a limited or extended limited contract if the employee is not eligible for a continuing contract.
- 5.06215 The evaluation procedure set forth above shall supersede the evaluation procedure established by §3319.11. In the event the teacher is non-renewed, and the teacher believes there have been procedural violations, these procedures shall be reviewed pursuant to 3319.11 which may include judicial review.

5.07 Personnel Files

5.071 Maintenance of Personnel File

An official personnel file shall be maintained for all employees in accordance with Ohio Revised Code 1347.

5.072 Employee Examination of Personnel File

An employee may examine his/her personnel file upon request and shall be entitled to a copy of any document contained therein upon remittance of the cost of duplication.

5.073 Employee Review of Information to be Filed

The employee shall receive a copy of any item placed in his/her personnel file prior to said item's placement in the file. The original document to be placed in the file shall indicate clearly the date it was placed in the employee's personnel file.

5.074 Right to Respond to File Information

An employee shall be entitled to write a reply to any document contained in the personnel file and to have the reply placed in the file, if such response is provided within thirty (30) days of the employee's receipt of same.

5.075 Purge Negative Records

Upon the individual employee's request, records of disciplinary action may be removed from said employee's personnel file if there have been no intervening occurrences for four (4) years.

5.08 Assignment and Transfer

5.081 Authority

The assignment and transfer of employees shall be in accordance with the provisions of Ohio Revised Code 3319.01 and this section of the Master Agreement.

5.082 Definition of Assignment

The assignment of an employee shall include the subject area, grade level, preparation, and building to which the employee is assigned. No employee shall be required to assume an assignment for which the

employee has not been approved for certification by the State Department of Teacher Education and Certification.

A. Notification of Assignment

1. The Superintendent shall give a newly-appointed employee written notice of his/her assignment as soon as practicable. However, in most cases, notice of assignment will be given not later than the day following Board action to employ the new employee.
2. The Superintendent shall give each employee written notice of his/her assignment by June 1 but reserves the right to make changes in assignments after June 1. Changes in assignment after June 1 shall be avoided as much as possible.

5.083 Definition of Transfer

A transfer shall be defined as any change in an employee's assignment or a move from one position in the Employee Unit to another.

5.084 Types of Transfer

Transfers shall be of two types: voluntary and involuntary.

A. Voluntary Transfer

A voluntary transfer is one that is initiated upon the request of an employee.

1. A voluntary transfer applies to any unfilled vacancy.
2. All unsuccessful bidders shall be notified of the successful bidder on a vacancy within a week of the filling of the vacancy and shall be notified in writing of the reason for denial of their transfer request.

B. Involuntary Transfer

An involuntary transfer applies when a reduction in the number of teachers is necessary or when involuntary transfers related to grade level assignments and/or subject assignments are

necessary. All volunteers shall be first considered for transfer consistent with their areas of certification.

Thereafter, involuntary transfers will be made on the same basis of certification in the area and the least seniority in the school system, those lowest in service being transferred first. All such transfers shall be consistent with the areas of certification of the affected teacher.

5.085 Application for Voluntary Transfer

- A. The Board shall provide printed request forms to those employees bidding on a transfer or promotion. The request forms shall be available through each supervisor and shall be submitted to the Superintendent.
- B. Requests for transfer shall include the name and address of the applicant, the applicant's seniority, the applicant's areas of certification, the applicable experience of the applicant, and a brief statement of the basis of request.
- C. Requests for transfer shall be submitted to the Superintendent in response to a posted vacancy as per Section 5.01 of this Agreement.

5.09 Nondiscrimination

The Board and the Association agree that neither party shall discriminate against each other or against any employee on the basis of race, color, creed, sex, religion, or marital status as applied to the terms of this Agreement.

5.10 Substitute Employees

5.101 Employment of Substitutes

The Board shall make every attempt to provide a substitute employee whenever a regular classroom employee is absent. It is recognized, however, that in all cases of absence by employees, substitutes cannot be secured. When a teacher is absent, an employee may be assigned by the supervisor to assume the responsibilities of teaching a class in lieu of a substitute employee.

5.102 Employee Assignment When Substitute is Available

- A. In the event an employee is assigned to cover both the morning and afternoon laboratory experiences, a planning period and a

30-minute, duty-free lunch period will be provided for the employee.

- B. When a substitute has been obtained, no employee shall be involuntarily assigned to a class which is normally conducted by the employee who is absent.

5.103 Employee Assignment When Substitute is Not Available

When no substitute has been obtained, no employee shall be assigned to instruct two classes simultaneously when the absent employee's class schedule coincides with the class schedule of a regular employee.

5.11 School Day Defined

The normal school day shall be seven consecutive hours between 7:30 a.m. and 3:30 p.m.

- A. The normal school day may be extended to seven and one-half hours once each quarter at the discretion of the Superintendent or designee.
- B. The school day shall include a daily, minimum thirty minute, duty-free, uninterrupted lunch period.
- C. The school day shall include, at minimum, a daily planning period of 45 minutes in length. The Association shall provide input into schedule changes necessitated by a period length and/or period number change. Supervisors may require two common planning periods per week. Planning period time may be purchased by the administration by mutual agreement with the affected employee and offered based on seniority. If academy related it may be based on academy seniority. When purchasing the planning period, the calculation for pay will be based on a minimum of 45 minutes at the per diem of the bargaining unit member.
- D. An employee may leave the building during either the daily lunch period or planning period upon notification of intent/purpose to the employee's area supervisor.
- E. An employee who works in an MCCTC satellite program located in another school district shall work the school day as defined by that district limited to seven (7) consecutive hours. They shall abide by all relevant rules of that district. All evaluations of satellite program instructors shall be done by the appropriate MCCTC supervisors.

5.12 School Year

5.121 School Year Defined

The school year shall consist of 184 workdays, or the hourly equivalent, 180 workdays of which shall be designated as instruction days, 1 workday shall be designated as an employee meeting day, 2 workdays shall be designated as professional in-service days, and 1 workday shall be designated as an employee report day. Of the above four (4) days, two (2) days may be outside the normal school day, but shall be for no more than seven (7) consecutive hours between 8:00 a.m. and 9:00 p.m. One of the two (2) days shall be designated as the August orientation. The four days shall be posted in the school calendar adopted by the Board.

5.122 Extended Time Contract

Extended time and supplemental contracts may be provided for professional services performed beyond the parameters of the defined school year. This shall include any instruction when a subject is taught and a grade and/or high school or credential credit is earned.

5.123 Released Time

The Board will provide released time for instructors who need training on new equipment, if the released time is recommended by the employee's supervisor.

5.13 School Calendar

The Superintendent shall meet with the Association President before January 15 of each year to review and discuss the school calendar for the following school year.

5.14 Identified Students

When an employee is assigned an identified student, that employee will receive information about that identified student as required by student's IEP or 504 plan. That employee may request the following support services: in-service as to appropriate teaching techniques, support materials, additional conferences, resource persons (i.e., consultants and aides), etc. Teachers will be given release time the opportunity to attend IEP conferences for students currently attending the Mahoning County CTC in compliance with the Ohio Administrative Code 3301-05-07.

5.141 Service Provider Caseloads

In accordance with Ohio Administrative Code 3301-05-09, the Board shall determine special education class assignments. In addition, the Board will

maintain compliance with the recommended intervention specialist and related service personnel/pupil ratio or caseload established by the Ohio Operating Standards for Ohio Educational Agencies Service Children with Disabilities (referred to as "Operating Standards"). In the event special education class assignments exceed the recommended ratio or caseload, intervention specialists and/or VOSE shall be compensated for 6 hours per "casual rate" (\$25.00 per hour) for each additional IEP.

5.142 Class Size

The administration will strive to keep period class sizes and total class load as manageable as possible. The benchmark will be 30 per class, and 180 total class load. In the event that the benchmarks are exceeded, any teacher affected can request a meeting with their supervisor, and counselor, to explore options.

5.143 Ratio of Intervention Specialists/Vocational Special Education Coordinators to IEP Students

The ratio of Vocational Special Education Coordinators to IEP students shall be 1:50 maximum so long as stipulated in the Ohio Administrative Code.

5.15 NEOEA Day

5.151 Employee Option to Select Professional Conference

When NEOEA Day coincides with any Board-endorsed professional conference, all employees shall have the option to choose which conference to attend.

5.152 Cost for NEOEA Conferences

The Board shall not assume the cost incurred by Association representatives who opt to attend said NEOEA conferences.

5.16 Course of Study/Curriculum Professional Development Plan

It is the professional responsibility of each bargaining unit member to prepare a course of study. To assist certified personnel in preparation and revamping of the course of study, the Board will provide assistance with typing and duplicating of materials.

If a major revision of a bargaining unit member's course of study, or a total rewrite of a course of study is required as part of the professional development plan, the bargaining unit member will be paid an additional \$350 upon successful completion

of the individual professional development plan. In the event that multiple instructors share in the development of a course of study each individual will receive a maximum of \$175. All individual course of study revisions must be submitted to and approved by the bargaining unit member's immediate supervisor and the Director.

Bargaining unit members will be paid \$200 for participation in a CTC advisory committee and associated activities.

5.17 Field Trips

There will be no additional transportation expense to a vocational program or club charged on account of the district bus being out-of-service or when the driver is unavailable when needed.

5.18 Academy Budget

Each academy will be given a budget by their Supervisor.

5.19 Separate Labs

No employee shall be responsible for maintaining two (2) Labs which are located in two (2) district separate areas.

5.20 Local Professional Development Committee

See the Local Professional Development Handbook.

5.21 Resident Educator

The Resident Educator Program for beginning teachers licensed after January 1, 2011, is for the purpose of providing educators with coaching, mentoring and guidance that are critical to improving their skills and knowledge and student achievement. The Resident Educator Program will be a Program administered and funded by the Board.

This program shall be separate from and shall not replace the negotiated employee evaluation system.

5.211 Definitions

A. Resident Educator Program

As per guidelines set by the ODE the program is designed to provide newly licensed Ohio educators quality mentoring and guidance. Successful completion of the residency program is

required to advance to a five-year professional educator license.

B. Mentor

A Mentor is a bargaining unit member trained and assigned to provide professional support to a Resident Educator following the guidelines and protocols of the Resident Educator Program.

C. Resident Educator

A Resident Educator is a bargaining unit member employed under a resident educator license.

D. Resident Educator Program Coordinator (REPC)

The Resident Educator Program Coordinator shall be appointed by the Superintendent to coordinate the District's Resident Educator program and will be scheduled for release time by the Administration based upon the number of Resident Educators and Mentors in a given year.

5.212 Mentors/REPC

A. Qualifications

1. The REPC and/or Mentor Teacher must be trained to act as a mentor through the Ohio Department of Education Instructional Mentoring program and have at least three years' experience in the district past licensure.
2. The REPC and/or Mentor Teacher must hold a valid teaching certificate/license and may be assigned to Resident Educators with the same area of certification/license.
3. The REPC and/or Mentor must have demonstrated the ability to work cooperatively and effectively with the professional staff members and have extensive knowledge of and proven experience in implementing a variety of classroom management and instructional techniques.

B. Selection of Mentor Teachers

Selection for Mentor positions shall be made by the Superintendent or designee in consultation with the REPC. Should no Mentor be available in the area of certification/licensure, the Superintendent/designee may assign a Mentor from the list of Mentors most closely related to that of the Resident Educator. Selection of the Mentor shall be on a rotating basis of seniority. Once the Mentor has been assigned and completed the program, they shall move to the bottom of the list. The next Mentor will then be assigned. If no Mentor is available another shall be assigned from the top of the seniority list.

5.213 Compensation

In addition to any mutually agreed-upon release time, each Mentor Teacher may be assigned up to two (2) Resident Educators per year and shall receive an annual supplemental stipend of 2% of the base per resident educator per year. A Lead Mentor shall receive an annual supplemental stipend of 4% of the base per year. In addition, the Board will pay all training fees required for Mentor Teachers to receive the mandatory ODE State mentor training.

5.214 General

- A. Other than a notation to the effect that a teacher served as a Mentor, the teacher's activities as a Mentor shall not be part of that staff member's evaluation.
- B. No Resident Educator shall be required to remain in a resident educator program after advancing to a professional educator license.
- C. Neither the REPC nor any Mentor will participate in the District's evaluation of any Resident Educator.
- D. Neither the REPC nor any Mentor will be requested or directed to make any recommendation regarding the continued employment of the Resident Educator.
- E. Neither the REPC nor any Mentor will be requested or directed to divulge information from the written documentation or confidential Mentor/Resident Educator discussions. Any violation of this tenet by the Mentor shall constitute grounds for immediate removal from his/her role as Mentor.

- F. At any time, either the Mentor or the Resident Educator may request to have a new Mentor assigned. The Mentor and the Resident Educator must operate in a trusting and comfortable relationship; therefore, no specifics shall be given as to the request or granting of this option and no prejudice or evaluation is to be given any such change. Decisions must be made by the Superintendent in consultation with the REPC.
- G. The REPC, Mentor, and Resident Educators shall keep confidential all discussions, actions, materials and other information to the extent permitted by law.
- H. Mentor shall communicate directly with the Resident Educators and shall not discuss/report the performance and progress of the Resident Educator with any administrator, assessor, or other teacher, with the exception of the REPC.
- I. The use of technology (i.e., video recording) as necessary by implementation of this Program shall comply with the confidentiality requirements mandated by state and federal law.

5.215 Building Mentor

When a new bargaining unit member has been hired, the employee shall be assigned a Building Mentor for one year to familiarize the employee with district policy, building procedures, and act as a guide. Selection shall be offered to the most senior employee. If most senior employee rejects offer, selection will be made from the next most senior and so on. Excluded from the list will be Resident Educator coordinators and active Resident Educator Mentors during the course of the Resident Educator program. Building Mentors will receive a stipend of \$500 annually. Once an employee has been a Building Mentor they are placed on the bottom of the selection list. Mentors shall keep confidential all discussions, actions, materials, and other information to the extent permitted by law.

5.22 Dialogue Committee

The parties agree to establish a monthly committee meeting. The committee shall be comprised of three (3) members of the Association and three (3) members of the Administration.

The committee shall discuss matters of interest, exchange ideas and information, and work to resolve problems not addressed in the contract.

5.23 Bargaining Unit Work

During the term of this Agreement, in the event that the Board considers a merger with another district or absorption of vocational units from another district, the Board shall meet with the Association to bargain the effects of such action. In the event that the parties are not able to agree, Section 2,041 of this Agreement shall apply.

5.24 Calamity Days

Should the Mahoning County CTC fall below the state mandated student instructional hours, such hours will be made up in accordance with the days designated in the school calendar.

**ARTICLE VI – SALARY AND FRINGE BENEFITS**

6.01 Salary Schedule Guidelines

6.011 Placement Into Class

A. Class I

1. Bachelor's degree or equivalent as defined in 6.012A.

B. Class II

1. An employee in Class I may move to Class II upon evidence of 27 additional quarter hours or 18 semester hours beyond the Bachelor's degree or equivalent.
2. Newly hired employees must show evidence of 150 semester hours or 225 quarter hours.

C. Class III

1. For career-technical teachers, minimum of three years teaching experience plus 30 semester hours or 45 quarter hours beyond the initial 18 semester or 27 quarter hours specified in item B, Class II.

D. Class IV

1. An employee hired on the basis of a Bachelor's degree who earns a Master's degree.

2. An employee hired on the basis of occupational experience and some college credit advancing from Class III to Class IV upon the completion of the Bachelor's Degree in education or engineering.
3. An employee hired with no college credit and having accumulated 60 semester hours or 90 quarter hours of college instruction beyond the hours accumulated to achieve placement at the Class III level.

E. An official transcript of credits and proper certificate, where applicable, must be submitted with a request to change salary classification form to the office of the Superintendent on or before September 15 of each school year for an employee to be compensated at the higher rate for the school year.

In the event said transcript and certificate are not available by September 15, the employee will notify the Superintendent in writing of their completion of the requirements for placement into the Class, and the reason for not submitting verification.

Approval by the Board will be conditioned upon actual receipt of the transcript and/or certificate in the office of the Superintendent.

The employee will be paid at such time as if the verification had been made in September.

6.012 Placement for Service Credit

Service credit, up to a maximum of ten years, shall be granted to an employee for each year of teaching experience and/or military experience rendered outside the Mahoning County Career & Technical Center. No more than five years of military experience shall be included in the service credit granted hereunder.

A. Effective the start of this contract, when calculating placement on salary scale for newly hired Career Technical Instructors, the following formula shall be used:

Total number of years in field of related technical lab, and total number of years of related schooling to trade, minus five (5) years, not to exceed step ten (10) on the salary schedule.

6.02 Salary Schedule

6.021 Teacher Salary Schedule

The Certified/Licensed salary schedule shall be as attached.

Bargaining unit members shall receive a two percent (2%) increase for the 2020-2021 school year, a two percent (2%) increase for the 2021-2022 school year, and a two percent (2%) increase for the 2022-2023 school year. Pay increases to the BA-0 or elsewhere will be retroactive to July 1, 2020.

6.022 First Workday of the 2020 Agreement Year

Retroactive to the first work day of the 2020-2021 Agreement year, the Bachelor's minimum salary shall be \$40,885 (2% increase).

6.023 July 1, 2021

Effective July 1, 2021, the Bachelor's minimum salary shall be \$41,702 (2% increase).

Effective July 1, 2022, the Bachelor's minimum salary shall be \$42,536 (2% increase).

MAHONING COUNTY CAREER & TECHNICAL CENTER  
2020-2021 TEACHER SALARY SCHEDULE

Base Salary	40,885				
STEP	NON-DEGREE	BACHELORS CLASS I	150 HOURS CLASS II	8 YR. PROF VOC CERT CLASS III	MASTER CLASS IV
0	38,497 0.9416	40,885 1.0000	43,272 1.0584	45,664 1.1169	48,052 1.1753
1	40,885 1.0000	43,272 1.0584	45,664 1.1169	48,052 1.1753	50,443 1.2338
2	43,272 1.0584	45,664 1.1169	48,052 1.1753	50,443 1.2338	52,831 1.2922
3	45,664 1.1169	48,052 1.1753	50,443 1.2338	52,831 1.2922	55,219 1.3506
4	48,052 1.1753	50,443 1.2338	52,831 1.2922	55,219 1.3506	57,611 1.4091
5	50,443 1.2338	52,831 1.2922	55,219 1.3506	57,611 1.4091	59,998 1.4675
6	52,831 1.2922	55,219 1.3506	57,611 1.4091	59,998 1.4675	62,386 1.5259
7	55,219 1.3506	57,611 1.4091	59,998 1.4675	62,386 1.5259	64,778 1.5844
8	57,611 1.4091	59,998 1.4675	62,386 1.5259	64,778 1.5844	67,165 1.6428
9	59,998 1.4675	62,386 1.5259	64,778 1.5844	67,165 1.6428	69,557 1.7013
10	62,386 1.5259	64,778 1.5844	67,165 1.6428	69,557 1.7013	71,945 1.7597
11	64,778 1.5844	67,165 1.6428	69,557 1.7013	71,945 1.7597	74,332 1.8181
12	67,165 1.6428	69,557 1.7013	71,945 1.7597	74,332 1.8181	76,724 1.8766
13		71,945 1.7597	74,332 1.8181	76,724 1.8766	79,112 1.9350
15		74,332 1.8181	76,724 1.8766	79,112 1.9350	81,499 1.9934
19		76,724 1.8766	79,112 1.9350	81,499 1.9934	83,887 2.0518
24		79,112 1.9350	81,499 1.9934	83,887 2.0518	86,275 2.1102

MAHONING COUNTY CAREER & TECHNICAL CENTER  
2021-2022 TEACHER SALARY SCHEDULE

Base Salary	41,702				
STEP	NON-DEGREE	BACHELORS CLASS I	150 HOURS CLASS II	8 YR. PROF VOC CERT CLASS III	MASTER CLASS IV
0	39,267 0.9416	41,702 1.0000	44,138 1.0584	46,577 1.1169	49,013 1.1753
1	41,702 1.0000	44,138 1.0584	46,577 1.1169	49,013 1.1753	51,452 1.2338
2	44,138 1.0584	46,577 1.1169	49,013 1.1753	51,452 1.2338	53,888 1.2922
3	46,577 1.1169	49,013 1.1753	51,452 1.2338	53,888 1.2922	56,323 1.3506
4	49,013 1.1753	51,452 1.2338	53,888 1.2922	56,323 1.3506	58,763 1.4091
5	51,452 1.2338	53,888 1.2922	56,323 1.3506	58,763 1.4091	61,198 1.4675
6	53,888 1.2922	56,323 1.3506	58,763 1.4091	61,198 1.4675	63,634 1.5259
7	56,323 1.3506	58,763 1.4091	61,198 1.4675	63,634 1.5259	66,073 1.5844
8	58,763 1.4091	61,198 1.4675	63,634 1.5259	66,073 1.5844	68,509 1.6428
9	61,198 1.4675	63,634 1.5259	66,073 1.5844	68,509 1.6428	70,948 1.7013
10	63,634 1.5259	66,073 1.5844	68,509 1.6428	70,948 1.7013	73,384 1.7597
11	66,073 1.5844	68,509 1.6428	70,948 1.7013	73,384 1.7597	75,819 1.8181
12	68,509 1.6428	70,948 1.7013	73,384 1.7597	75,819 1.8181	78,259 1.8766
13		73,384 1.7597	75,819 1.8181	78,259 1.8766	80,694 1.9350
15		75,819 1.8181	78,259 1.8766	80,694 1.9350	83,129 1.9934
19		78,259 1.8766	80,694 1.9350	83,129 1.9934	85,565 2.0518
24		80,694 1.9350	83,129 1.9934	85,565 2.0518	88,000 2.1102

MAHONING COUNTY CAREER & TECHNICAL CENTER  
2022-2023 TEACHER SALARY SCHEDULE

Base Salary	42,536				
STEP	NON-DEGREE	BACHELORS CLASS I	150 HOURS CLASS II	8 YR. PROF VOC CERT CLASS III	MASTER CLASS IV
0	40,052 0.9416	42,536 1.0000	45,021 1.0584	47,509 1.1169	49,993 1.1753
1	42,536 1.0000	45,021 1.0584	47,509 1.1169	49,993 1.1753	52,481 1.2338
2	45,021 1.0584	47,509 1.1169	49,993 1.1753	52,481 1.2338	54,966 1.2922
3	47,509 1.1169	49,993 1.1753	52,481 1.2338	54,966 1.2922	57,450 1.3506
4	49,993 1.1753	52,481 1.2338	54,966 1.2922	57,450 1.3506	59,938 1.4091
5	52,481 1.2338	54,966 1.2922	57,450 1.3506	59,938 1.4091	62,422 1.4675
6	54,966 1.2922	57,450 1.3506	59,938 1.4091	62,422 1.4675	64,906 1.5259
7	57,450 1.3506	59,938 1.4091	62,422 1.4675	64,906 1.5259	67,395 1.5844
8	59,938 1.4091	62,422 1.4675	64,906 1.5259	67,395 1.5844	69,879 1.6428
9	62,422 1.4675	64,906 1.5259	67,395 1.5844	69,879 1.6428	72,367 1.7013
10	64,906 1.5259	67,395 1.5844	69,879 1.6428	72,367 1.7013	74,851 1.7597
11	67,395 1.5844	69,879 1.6428	72,367 1.7013	74,851 1.7597	77,335 1.8181
12	69,879 1.6428	72,367 1.7013	74,851 1.7597	77,335 1.8181	79,824 1.8766
13		74,851 1.7597	77,335 1.8181	79,824 1.8766	82,308 1.9350
15		77,335 1.8181	79,824 1.8766	82,308 1.9350	84,792 1.9934
19		79,824 1.8766	82,308 1.9350	84,792 1.9934	87,276 2.0518
24		82,308 1.9350	84,792 1.9934	87,276 2.0518	89,760 2.1102

- 6.025 Guidance counselors workday shall be extended one-half hour and shall be compensated 5% of current MA base.

6.03 Module Pay/Tuition Reimbursement

6.031 Purpose of Module Pay

The purpose of module pay is to improve the proficiency of the staff by encouraging additional course work.

6.032 Payment for Graduate Credits and Criteria for Payment

The Board shall allocate \$50,000 into a tuition reimbursement account on a yearly basis with no carryover. In the event that tuition reimbursement is less than \$50,000 in a given fiscal year, the remaining balance will be divided amongst those employees that did not receive full reimbursement.

All tuition invoices and transcripts must be submitted by May 30 to receive reimbursement by June 30. Payment will be made on a pro-rata basis to the employees. Reimbursement shall not exceed actual cost; the maximum amount per credit hour will not exceed the maximum corresponding credit hour offered at KSU. Courses shall be in the field of an accredited program in secondary education or career tech including those in school guidance, reading, school administration and content for dual enrollment.

- A. No monies shall be paid to employees after MA+90 or PhD, whichever comes first. No monies will be distributed to employees who have maxed out MOD pay. Employees who have accumulated less than the maximum modules may participate in tuition reimbursement as follows:

Class II mods	-	full participation in tuition reimbursement
Class III mods	-	full participation in tuition reimbursement
Class IV mods	-	under 15 mods: full participation in TR
		15 to 20 mods: 50% in TR
		20 to 24 mods: 20% TR
		25 mods: no participation in TR

Employees who have accumulated mods as of September 1, 2011 shall retain those mods for pay purposes.

- B. To determine the suitability of coursework, the following guidelines have been set forth:

Coursework must be in current teaching assignment, special education, school guidance, reading, school administration and content for dual enrollment. Courses must be sufficient, vigorous and academic where applicable. Requests for approval for tuition reimbursement must be made to the Superintendent in writing on the proper form prior to registration for the course. On-line courses from on-line-only schools do not qualify.

- C. Courses must be from an accredited institution in one of the six regional accrediting organizations recognized by the U.S. Office of Education: North Central Assoc. of Colleges and Schools, The New England Assoc. of Colleges and Schools, The Northwest Assoc. of Colleges and Schools, The Southern Assoc. of Colleges and Schools, The Middle States Assoc. of Colleges and Schools and Western Assoc. of Colleges and Schools.
- D. Courses must be successfully completed with a grade of C or better or Pass if on Pass/Fail scale or Satisfactory if a Satisfactory/Unsatisfactory scale.
- E. Courses must have official transcript of said course(s) on file with the Superintendent's secretary not later than May 30<sup>th</sup> following completion of academic credit.
- F. Approval and/or credit will not be provided for coursework for which the District pays or reimburses the employee any costs related to coursework, such as registration and travel fees or for credits earned/coursework completed for attending a professional development event for which the employee received compensation. Tuition reimbursement can only be earned or credited if the employee pays all of the costs related to the coursework.

#### 6.04 Pay Schedule

##### 6.041 Pay Options

Effective with the 2021-2022 contract year, the employee will be paid on a 24-pay plan. Employees shall be paid by direct deposit effective with the 2021-22 school year.

6.042 Termination Pay

In the event an employee's individual contract is terminated by either party during the school year, at the option of the employee, the total sum due the employee shall be paid at the next scheduled pay date after the Board's official action on the employee's contract.

6.043 Student Coordinator/Module Pay

Supplemental compensation for employees assigned to student advisor positions shall be paid in two equal installments, one in the first paycheck issued in December and one in the first paycheck issued in June of each school year. Pay for modules earned under Section 6.03 of this Agreement and for which transcripts cannot be provided before July 1 shall be paid in two equal installments, one in the first paycheck issued in December and one in the first paycheck issued in June of that school year, but only in the first year of payment. Thereafter, such module pay shall be paid in equal amounts in each regular paycheck.

6.044 Direct Deposit

The Board will provide direct deposit for all employees.

6.05 Youth Club Coordinators

6.051 Supplemental Position

Supplemental positions consist of Youth Club Coordinators and Extended Time Contracts.

6.052 Posting of Supplemental Position

A vacancy in the position of Youth Club Coordinator shall be posted in accordance with Section 5.01 of the existing Agreement. The Board of Education determines annually whether any vacancies exist and whether it will fill those vacancies.

6.053 Voluntary Acceptance of Supplemental Position

The acceptance of the supplemental contract shall be the voluntary determination of the employee to whom it is offered.

6.054 Reimbursement/Advancement for Approved Expenses

All Youth Club Coordinators shall be reimbursed by the Board for all approved expenses incurred for an approved club activity.

6.055 Supplemental Compensation

Youth Club Coordinators and extended time supplemental contracts shall receive annual compensation for their supplemental duties in accordance with the following rates to be calculated per diem at the number of days listed. The extra days for Extended Time Supplemental Contracts are up to the maximum days set forth below.

**Youth Club Supplementals:**

Business Professionals of America	Five (5) days
Student Council - MCCTC	Four (4) days
Student Council - STEM	Four (4) days
FCCLA	Four (4) days
Skills USA - MCCTC	Seven (7) days
Skills USA – STEM	Seven (7) days
Key Club	Five (5) days
HOSA - MCCTC	Six (6) days
HOSA – STEM	Six (6) days
CEC	Two (2) days
Book Club	Two (2) days
NTHS	Four (4) days
School Farm	Four (4) days
E-Sports - MCCTC	Seven (7) days
E-Sports – STEM	Seven (7) days
Robotics Club – MCCTC	Six (6) days
Robotics Club – STEM	Six (6) days

**Extended Time Contracts:**

HSTW – MCCTC	Six (6) days
HSTW – STEM	Three (3) days
Senior Class Advisor	Six (6) days
VOSE/Interventionist	Two (2) days
Guidance Counselor	Twenty (20) days
Aviation Instructor	Twenty (20) days
CBI Instructor	Five (5) days
College Credit Plus Academic Instructor	Two (2) days per academic course

Youth Club Coordinators who receive above compensation will NOT be paid for covering events that are part of their duties as coordinators. This includes, but is not limited to, local, regional, and state contests, events, activities, or meetings. The District will still provide for other costs (mileage, registration, meals, lodging, etc.).

No bargaining unit member shall be assigned as a youth club coordinator for more than two clubs. If no member comes forth, the administration may then assign additional clubs based on volunteerism. Club coordinators must apply every year. If no member volunteers for any club

coordinator position, administration may then assume the role. No non-MCCTC employee may assume a youth club coordinator position.

6.056 Work Outside of the Work Day/Year

Any work approved by a supervisor, and agreed to by a member, to be performed outside of the work year, will be compensated at the per diem rate unless it falls under one of the categories set forth below. "Work" is defined as approved duties accepted by a certified staff member that are not part of the Supplemental Contract list that is preapproved by their Supervisor/Director. The following work shall be paid at Twenty-Five Dollars (\$25) per hour:

- Summer Camps;
- Saturday School;
- After school remediation/tutor;
- Chaperones for trips affiliated with one of the above-listed Youth Clubs; and
- Chaperones for competitions held on weekends, or during scheduled holiday breaks or spring break.
- Field Trips:
  - Field Trip Chaperones requested by the administration will be paid \$25/hour for a maximum of five (5) hours per day for a daily total of one hundred and twenty-five (\$125). Chaperones are responsible for the safety and wellness of students during the entire duration and hours of the trip, including overnight trips. This must be pre-approved by the Supervisor/Director. Other staff may volunteer to go unpaid as a professional development activity and meals, mileage, and lodging may be paid.
  - Overnight security shall be paid by the Board at the teacher's request, which shall be listed on the field trip request form.

The following are considered voluntary and are not compensated:

- Dance Chaperones;
- Voluntarily assisting students with assignments after hours;
- Fundraising events;
- Summer work not part of the pre-approved supplemental list;
- Competitions and events held onsite at MCCTC.

Any work approved by a supervisor and agreed to by the member to be performed outside the work year, as stipulated in the school calendar, and in accordance with Section 5.122, will be compensated at the bargaining unit member's per diem rate.

6.057 Attendance Incentive

Any employee who does not use any personal, sick or unpaid leave during a school year shall receive a stipend of \$500. If the employee misses one day (either personal, sick or unpaid leave) the employee shall receive \$350. If the employee misses two days (either personal, sick or unpaid leave) the employee shall receive \$200. If the employee misses three days (either personal, sick or unpaid leave) the employee shall receive \$100. If the employee misses more than three days, no attendance incentive shall be paid.

6.06 Youth Club Activities

6.061 Submission of Request for Activity-Related Leave

Requests to attend any Youth Club contest, convention, conference, or workshop shall be made in writing on the proper request form by the employee requesting leave and submitted to the area supervisor. The area supervisor shall submit the request to the Superintendent at least one week prior to the Board meeting preceding the trip.

6.062 Reimbursed Costs

The employee will be reimbursed for actual cost of registration, transportation by common carrier, and housing at the cost of a double room rate unless a single room is required, providing invoices are submitted. Reimbursement shall be made pursuant to Section 4.061 of this Agreement.

6.063 Extra Duty Compensation

An employee engaged in activity described in Section 6.061 above or a similar approved assignment beyond the regular workweek will be compensated at \$25/hour for up to seven hours of actual work in any twenty-four hour period. The pay for hours worked is dependent upon the determination of the supervisor and director of the appropriate number of hours (with the exception of assigned field trip chaperones). In no case will the hours be greater than 7 in any 24-hour period. All hours to be turned in must be determined prior to the activity to be undertaken.

6.07 Travel Reimbursement

6.071 Travel Reimbursement Rate

If a vehicle from the MCCTC/ESC fleet is available, the employee may utilize said vehicle for travel. If a vehicle is not available, the employee shall be reimbursed at the amount allowed by the Internal Revenue Service, for Board-approved travel reimbursement. Reimbursement shall be made only for travel that is directly related to the Education Program or the coordination of student employment.

6.072 Submission of Request for Travel Reimbursement

Request for travel reimbursement shall be made in writing on the appropriate form provided by the Board and should be submitted to the Director of Career & Technical Education by the fifth day of the month following the month in which the travel for reimbursement occurred.

6.073 Timeline for Submission of Requests

The last request for travel reimbursement for the school year should be submitted on or before July 31 of that school year.

6.08 Extended Time

6.081 Issuance of Supplemental Contracts

Supplemental contracts shall be issued for all extended time service unless otherwise herein specified and if the Board of Education determines a vacancy exists.

6.082 State-Mandated Extended Time

Employees who teach a curriculum for which the State of Ohio mandates extended time days shall be compensated only for the number of days so mandated. It shall be understood that employees who accept said assignments shall be obligated to fulfill the extended time service so mandated.

6.083 Board-Requested Extended Time

Employees who teach a curriculum for which extended time is required in order to assist students in complying with Federal and State licensing requirements shall be compensated at their per diem rate of pay only for the number of days/hours as requested by the Board which are required to complete the instruction necessary to meet said licensing requirements. It

shall be understood that employees who accept said assignments shall be given first option to fulfill whatever extended time service is necessary to insure licensing of their students.

6.084 Non-Mandatory Extended Time

It remains the prerogative of the Board and the Administration to establish and grant any extended time service not mandated by the State of Ohio or by Federal or State licensing requirements.

6.085 Extended Time for Additional Assignments

Employees who teach classes in addition to their normal daily workload shall be compensated at their per diem rate of pay. Acceptance of said extended time assignments shall be the voluntary determination of the employee.

6.09 Severance Pay

6.091 Definition

Severance pay shall be a one-time lump sum payment to eligible employees according to the following provisions.

6.092 Eligibility

A. An employee's eligibility for severance pay shall occur when the individual retires from the teaching profession and has ten or more years of service with the State, and any of its political subdivisions, or any combination thereof. The employee's severance pay entitlement shall be determined as of the final date of his/her employment with the Board.

B. The employee must sign for the severance check certifying that the eligibility criterion has been met. The employee must receive his/her severance pay check in compliance with current IRS rules and regulations. Severance payment shall not be denied due to clerical error.

6.093 Benefit Calculation

The amount of the benefit due an employee shall be calculated by:

A. Multiplying the employee's accrued but unused sick leave by one-fourth (1/4).

- B. Multiplying the above product times the per diem rate of pay appropriate for that individual's placement on the salary schedule.
- C. The amount of the benefit calculated in Steps "A" and "B" above shall not exceed the value of sixty-eight (68) days.

6.094 Elimination of Sick Leave Credit

Receipt of payment for accrued but unused sick leave shall eliminate all sick leave credit accrued by the employee.

6.095 Death Prior to Retirement

Should death occur in the interim between the employee's written notification to the Board of his/her intention to retire from the teaching profession and the effective date of the employee's retirement, the severance payment to which the employee would have been entitled should be made to the employee's estate.

6.096 National Board Certification

MCCTC instructors who successfully pass the test and achieve the required goals to become nationally certified teachers shall receive a one-time payment of \$2,500 in recognition of their achievement.

6.10 Payroll Deductions

The Board shall continue all payroll deductions provided in the last previous school year, which shall include, but are not limited to, the following:

- Credit Union (ASECU and SSCU)
- Annuities
- Cancer Insurance
- United Way
- Association Dues
- AFLAC
- 403(b) Accounts
- ING 457
- Ohio Deferred Compensation
- Fund for Children and Public Education (FCPE)

6.11 Employee Insurance

6.111 General Coverage

A. Board-Provided Insurance

The Board shall provide all full-time employees – i.e., employees that work thirty (30) hour or more per week, with insurance coverage pursuant to Mahoning County Insurance Consortium's adopted plan. A summary of the plan is hereinto incorporated by reference. The employees shall contribute, on a monthly basis through payroll deduction, eleven percent (11%) effective July 1, 2020, towards the cost of Comprehensive Hospitalization and Surgical; Major Medical; Outpatient; Surgery; Diagnostic, Laboratory, Emergency Care, Prescription Drug premium, and dental costs.

The association president, or his/her designee, shall be granted release time, to attend any MCSEIC board of directors or assembly meetings that occur during the work day. This release time shall be in addition to the release time delineated in Section 1.06 of the agreement.

The Board shall absorb any increase in health care premiums (medical, prescription, dental, vision) exceeding twelve percent (12%) (per year)

B. Premium Holidays

When the Board receives a premium holiday from their insurance carrier, or provider, all employees required to pay a premium percentage (%) will not have to make such payment at that time.

Each bargaining unit member will receive a one time, additional 1% stipend of their current salary in the event the district receives a premium holiday made payable one (1) pay period following a holiday.

Married couples who are both employees of MCCTC must select either two single plans or one family plan and is not subject to the requirements of Section 6.111B.

If the Affordable Care Act (ACA)/Obama Care is repealed or amended to affect employee eligibility for Board-provided health insurance and/or impacts any other insurance related

provision included herein, the parties shall meet to negotiate the change prior to its effective date.

C. Spousal Eligibility

1. An employee's spouse who is enrolled for coverage with the district must enroll in his/her employer's medical and prescription drug insurance for single coverage minimally if the employee's spouse:
  - (a) works a minimum of twenty (20) hours per week; and
  - (b) has access to continuous group health insurance coverage pursuant to employment outside the district.
2. An employee's spouse not covered in Section 1 above who is enrolled for coverage with the district must enroll in his/her employer's medical and prescription drug insurance for single coverage minimally if the employee's spouse:
  - (a) works a minimum of twenty (20) hours per week; and
  - (b) has access to continuous group health insurance coverage pursuant to employment outside the district at a cost of not more than Three Hundred Dollars (\$300.00) per month.
3. An employee's spouse is deemed to have "access to continuous group health insurance" coverage when:
  - (a) the spouse can enroll in his/her employer's health insurance plan, or
  - (b) the spouse elects not to enroll in his/her employer's plan but receives a stipend or higher salary, or the spouse could have taken the health plan and not taken the stipend, or
  - (c) the spouse receives a "cafeteria" or similar plan benefit from the spouse's

employer than allows the spouse the choice of health insurance, life insurance, annuity premium or other benefits, or

- (d) the spouse is the owner, partner, or has a form of proprietary interest in an enterprise that provides no cost health benefits to its employees.

- 5. Each employee who has enrolled in the district's family insurance plan must complete and provide to the Treasurer COB Form annually on or before September 1 of each school year.

D. Change in Carriers

If, at any date following the ratification of this Agreement, the Board elects to change the insurance carriers that provide any of the coverage and services specified herein, the Association President shall be notified in writing not less than thirty days prior to the effective date of the change in carriers. At the time of said notification, the Board shall provide to the Association a complete copy of the bid specifications of the certificate of insurance for the new plan setting forth in detail the specifications of coverage and services to be provided by the new carrier.

E. Change in Coverage Status

Effective the first day of the month following employee notification, an employee may change the coverage status (single or family) with the carrier when a change in the employee's coverage status is prompted by a loss of spouse's coverage, divorce, marriage, childbirth, adoption, pre-adoption, assumption of a dependent, death of a spouse or any other situation approved by the insurance carrier.

F. Continuation of Benefits

- 1. The Board shall permit all employees who have been granted unpaid leaves of absence or who are on layoff status to remain in the employee insurance group for all coverages provided by the Board at the employee's expense for the duration of unpaid leave or entitlement to reinstatement.

2. Insurance coverage for employees who have been granted paid leaves of absence shall continue to be provided by the Board.

6.112 Specific Coverages

A. Employee Assistance Program (EAP)

It is recognized that a variety of personal, physical, and/or psychological problems may interfere with the ability of employees to perform satisfactorily while on the job. Many problems may be successfully treated resulting in enhanced job effectiveness. The purpose of this program is to assist individuals in getting the help they need.

1. Through the Employee Assistance program, referral and rehabilitation services are available to employees, their spouses, and their covered dependents who have alcohol, drug, emotional, and/or other psycho/social problems. Job security or promotional opportunity will not be jeopardized by seeking or entering a program of treatment.
2. Employees, their spouses, or covered dependents, who suspect that they may have a problem are encouraged to voluntarily take advantage of this program and to follow through with any prescribed treatment. The referral service of the program will be furnished at no cost to employees. The cost of rehabilitation and treatment will be covered to the extent that benefits are provided under contract health care benefits.
3. The confidential nature of referrals will be strictly preserved. All related records, if any, will be regarded as highly confidential. The Board of Education and other employees will not have access to diagnostic or treatment information unless the employee requests that the information be released to individuals specified by the employees.
4. Voluntary acceptance of this assistance program will not be a valid reason for poor job performance and will not result in any special regulations,

privileges, or exemptions from current practices applicable to job performance requirements.

5. This program is provided through the Mahoning County School Employees Insurance Consortium and may be discontinued at the discretion of the Insurance Consortium. In the event the program is discontinued, the Board of Education will not be obligated to continue the program.

B. Vision

Vision coverage will be provided in accordance with the VSP Plan.

C. Term life and Accidental Death and Dismemberment Coverage

The Board shall purchase from a carrier licensed by the State of Ohio, group term life insurance in the amount of fifty thousand dollars plus an equal amount of accidental death and dismemberment coverage for each employee at no cost to the employee. The Board shall provide 100% of the total cost of Term Life Insurance.

6.113 Insurance Contracts

The Board shall provide to the Association one copy of each signed contract entered into between the Board and the insurance companies which shall provide the benefits specified in this Agreement. Copies of existing contracts shall be provided to the Association within seven days of ratification of the Agreement by both parties. Copies of contracts subsequently entered into by the Board shall be provided within seven days after they are received by the Administration.

6.114 Description of Fringe Benefits

Within thirty days following the signing of the Agreement and once annually thereafter, each employee shall receive a description of the insurance programs provided by the Board for the employees' benefit.

6.115 Insurance Opt-Out

Effective September 2004 Employees shall have the option to opt-out of the district's medical, dental, vision and prescription benefits plans. Employees who opt-out of all benefits plans shall receive \$1,000 per year in lieu of benefits, payable at the end of each year. Employees must

indicate their desire to opt-out of the benefits plans by August 15 of each year and remain out for 12 consecutive months. New employees shall have four (4) weeks from their hire date to exercise their opt-out and shall have their amount prorated for late hires. Employees must show proof of other insurance before they will be allowed to opt-out of the district's medical, dental, vision and prescription benefits.

6.116 Notwithstanding any of the above provisions, the plan design of all insurance plans shall be moved to the Core Plan of MCSEIC effective July 1, 2014.

6.117 Employees may voluntarily participate in the Wellness Initiative (See Appendix C).

6.12 STRS Pick-Up (Salary Reduction/Restatement Method)

6.121 The Board shall contribute to the State Teachers Retirement System in addition to the Board's required employee contribution, an amount equal to each employee's contribution to STRS in lieu of payment to such employee, and that such amount contributed by the Board on behalf of the employee shall be treated as a mandatory salary reduction from the contract salary otherwise payable to such employee.

6.122 Each employee's individual contract shall include an addendum which states that the employee's contract salary is being restated as consisting of a cash salary component, and a pick-up component which is equal to the amount of the employee contribution being "picked-up" by the Board on behalf of the employee; that the Board will contribute to STRS an amount equal to the employee's required contribution to STRS for the account of each employee; and that sick leave, severance, and vacation pay which are determinable by reference to the employee's rate of pay shall be calculated upon both the cash salary component and pick-up component of the employee's restated salary.

6.13 Tuition Reimbursement for Required Courses

In the event the Board requires an employee to take additional courses, the Board will pay the full cost of the course providing the employee successfully completes the course.

6.14 Alternative Medical Provider

Any proposal received by the Board for consideration of a health maintenance organization or similar medical provider alternative shall result in notice thereof to the Association and Association involvement and agreement as required by federal and state statute and regulation.

**ARTICLE VII – EFFECTS OF THE AGREEMENT**

7.01 No Reprisals

The Board and the Administration agree that there will be no reprisals of any kind taken against the employees for action taken relative to negotiations, and/or membership representation, and/or holding office in the Association, and/or for the formal filing of a grievance.

7.02 Individual Contracts

All individual contracts entered into between an employee and the Board shall be in compliance with the terms and conditions of this Agreement.

7.03 Amendment

This Agreement represents the full understanding and commitment between the parties. The Board shall amend its policies and practices to give full force and effect to the provisions of this Agreement. This Agreement may be added to, deleted from, or otherwise changed only by an amendment properly signed and adopted by both parties.

7.04 Severability

7.041 Statutory Compliance

It is understood that this Agreement is subject to and shall operate within the framework of the statutes of the State of Ohio, except as the parties are permitted to bargain contrary to law pursuant to 4117.10(A).

7.042 Validity of Agreement

If any provision of this Agreement or any application of this Agreement to any individual employee or group of employees shall be found to be contrary to law, then such provision or application shall not be deemed valid and subsisting except in the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

7.043 Determination of Illegality

Any provision of this Agreement which is deemed contrary to law by the court of highest jurisdiction shall be renegotiated by the parties within fifteen days after said finding is rendered.

7.044 Impasse Resolution

If agreement has not been reached upon expiration of the 15-day negotiation period, the disputed provision shall become subject to the negotiation impasse procedure outlined in this Agreement.

7.05 Personnel Forms

7.051 Personnel Forms in Compliance with Agreement

All personnel forms shall be found in the MCCTC intranet website and in full compliance with the terms and conditions of this Agreement.

7.052 Revision of Personnel Forms

Personnel forms found in the MCCTC intranet website may be revised by the Superintendent provided that said revisions are in compliance with the terms and conditions of this Agreement and provided that the Association President is in receipt of a copy of the revised form prior to the distribution and utilization of the form.

7.06 Duplication and Distribution

Within 30 days of agreement, a signed ratified copy will be posted by the Administration to the MCCTC website in PDF form.

7.07 Duration

The terms of this Agreement shall be in effect from July 1, 2020, until Midnight, June 30, 2023.

APPENDIX A

MAHONING COUNTY CAREER & TECHNICAL CENTER  
COMMITTEE-DEVELOPED EVALUATION FORMS

Legend: D=Distinguished, P=Proficient, B=Basic, U=Unsatisfactory  
Planning

1	Shows evidence of clear learning goals	D P B U	4	Shows evidence of integration between academic and vocational studies	D P B U
2	Shows evidence that lessons comply with state outcomes, courses of study, and vocational competencies	D P B U	5	Demonstrates appropriate selection of instructional techniques and preparation for classroom instruction	D P B U
3	Demonstrates evidence of becoming familiar with student background knowledge and experiences	D P B U	6	Demonstrates selection of appropriate student evaluation strategies	D P B U

Teacher \_\_\_\_\_

Observer \_\_\_\_\_

Date of Observation \_\_\_\_\_

Legend: D=Distinguished, P=Proficient, B=Basic, U=Unsatisfactory  
Classroom Environment

7	Establishes a physical environment that is safe and facilitates student learning	D P B U	10	Demonstrates high expectations for all students	D P B U
8	Disciplinary expectations are established, communicated to students, and fairly enforced	D P B U	11	Demonstrates rapport with the students based on individual differences	D P B U
9	Shows evidence of mutual respect	D P B U			

Legend: D=Distinguished, P=Proficient, B=Basic, U=Unsatisfactory  
Instruction

12	Instructional procedures and goals are clearly articulated to students	D P B U	15	Shows evidence of encouraging students to engage in higher level thinking	D P B U
13	Instructional activities are appropriate to learning goals	D P B U	16	Monitors student understanding, provides feedback, and adjusts instruction to enhance student learning	D P B U
14	Classroom instruction demonstrates an understanding of the content being taught	D P B U	17	Uses instructional time effectively	D P B U

Legend: D=Distinguished, P=Proficient, B=Basic, U=Unsatisfactory  
Professionalism

18	shows evidence of professional reflection on instruction to adjust future planning	D P B U	22	Punctuality	D P B U
19	Demonstrates effective communication with parents and guardians	D P B U	23	Shows evidence of an active advisory committee	D P B U
20	Maintains accurate records	D P B U	24	Shows evidence of an active career-technical student organization (CTSO)	D P B U
21	Maintains professional behaviors which support the goals and operations of MCCTC	D P B U	Additional Information:		

Post-Observation Review:

Signature of observer \_\_\_\_\_ Date \_\_\_\_\_

Signature of teacher \_\_\_\_\_ Date \_\_\_\_\_

Certified

MAHONING COUNTY CAREER & TECHNICAL CENTER		Employee: _____ Evaluator: _____ Date of Observation: _____ Date of Pre-conference _____	
Key: D...Distinguished P...Proficient B...Basic U...Unsatisfactory			
	PLANNING		COMMENTS
1.	Shows evidence of clear learning goals		
2.	Shows evidence that lessons comply with state outcomes, courses of study and vocational competence		
3.	Demonstrates evidence of becoming familiar with the student background knowledge and experience		
4.	Shows evidence of integration between academic and vocational studies		
5.	Demonstrates appropriate selection of instructional techniques and preparation for class instruction		
6.	Demonstrate selection of appropriate student evaluation strategies		
	CLASSROOM ENVIRONMENT		COMMENTS
7.	Establishes a physical environment that is safe and facilitates		
8.	Disciplinary expectations are established, communicated to students, and fairly enforced		
9.	Shows evidence of mutual respect		
10.	Demonstrates high expectations for all students		
11.	Demonstrates rapport with students based on individual differences		
	INSTRUCTION		COMMENTS
12.	Instructional procedures and goals are clearly articulated to students		
13.	Instruction activities are appropriate to learning goals		
14.	Classroom demonstrates an understanding of the content being taught		
15.	Shows evidence of encouraging students to engage in higher level thinking		
16.	Monitors student understanding, provides feedback, and adjusts instruction to enhance student learning		
17.	Uses instructional time effectively		
	PROFESSIONALISM		COMMENTS
18.	Shows evidence of professional reflection or instruction to adjust future planning		
19.	Demonstrates effective communication with parents/guardian		
20.	Maintain accurate records		
21.	Maintains professional behaviors which support the goals and operations of the Mahoning County Career & Technical Center		
22.	Punctuality		
23.	Shows evidence of an active advisory committee		
24.	Shows evidence of an active career-technical student organization (CTSO)		
According to Section 5.0627 of the MCCTCEA Agreement, it is understood that evaluation includes observation made other than during formal evaluation time.			
Employee Signature: _____		Employee Comments attached: Yes No	
Evaluator's Signature: _____		Date of Post-Conference _____	

APPENDIX B

STANDARDS-BASED TEACHER EVALUATION

The Board of Education is responsible for a standards-based teacher evaluation policy which conforms to the framework for evaluation of teachers as approved by the State Board of Education and aligns with the “Standards for the Teaching Profession” as set forth in State law.

The Board adopts the Ohio Teacher Evaluation System (“OTES”) model as approved by the State Board of Education.

The evaluation policy is intended to provide an evaluation model that is research-based, transparent, fair, and adaptable to the needs of the District. The Board believes in the importance of ongoing assessment and meaningful feedback as a powerful vehicle to support improved teaching performance and student growth, as well as promotion and retention decisions for teachers. The Board acknowledges that the overarching purposes of the teacher evaluation system are to serve as a tool to advance the professional development of teachers, to inform instruction, and to assist teachers and administrators in identifying the developing best educational practices in order to provide the greatest opportunity for student learning and achievement.

This policy shall be implemented as set forth herein and included in the collective bargaining agreement with the Mahoning County Career and Technical Center Education Association and in all extensions and renewals thereof.

This policy has been developed in consultation with teachers employed by the Board.

Evaluation Review Committee (ERC)

Given the dynamic nature of the mandated teacher evaluation process, the Board authorizes the Superintendent to utilize the Evaluation Review Committee (ERC) set forth in the collective bargaining agreement with the Mahoning County Career and Technical Center Education Association for the express purpose of recommending necessary changes to the Board for the appropriate revision of this policy.

Definitions

“OTES” – stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2011, or as otherwise modified by the State Board of Education.

“Teacher” – For purposes of this policy, “teacher” means a licensed instructor who spends at least 50% of his/her time providing content-related student instruction and who is working under one of the following:

- a. A license issued under ORC Sections 3319.22, 3319.26, 3319.222 or 3319.226;
  - 1. SGI's, Math Coaches and Title I Reading teachers providing direct instruction will be included.
- b. A permanent certificate issued under ORC Section 3319.222 as it existed prior to September, 2003; or
- c. A permanent certificate issued under ORC Section 3319.222 as it existed prior to September, 2006; or
- d. A permit issued under ORC Section 3319.301.

Substitute teachers and teachers not meeting this definition are not subject to evaluation under this policy. Regular and Part Time bargaining unit members who do not meet the definition will be evaluated utilizing the evaluation procedures of the collective bargaining agreement in effect between the Board and the MCCTC.

The Superintendent, Treasurer, and any "other administrator" as defined in ORC Section 3319.02 are not subject to evaluation under this policy.

The Board may elect not to evaluate a teacher who was on leave from the District for 50% or more of the school year and/or submitted notice of retirement that was accepted by the Board no later than December 1<sup>st</sup> of the year the teacher was scheduled to be evaluated.

"Credentialed Evaluator" – For purposes of this policy, each teacher subject to evaluation will be evaluated by a person who:

- a. Meets the eligibility requirements under ORC Section 3319.111(D)(1); and
- b. Holds a credential established by the Ohio Department of Education for teacher evaluation; and
- c. Has completed state-sponsored evaluation training and has passed an online credentialing assessment; and
- d. An evaluator must be a full-time, credentialed supervisor employed by the Mahoning County Career and Technical Center.

Each employee shall be observed and evaluated by the employee's supervisor. Each employee shall receive written notice of the name of his/her supervisor not later than the first day of the school year. Observations may be conducted by other MCCTC Administrators as directed by the Superintendent.

In assessing a teacher's performance, evaluators will not make judgments, or otherwise discriminate, on the basis of a teacher's age, length of service, gender identification, race,

ethnicity, national origin, religion, sexual orientation, marital status, military status, disability, union membership, or union activism.

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

“Core Subject Area” – means reading and English language arts, mathematics, science, foreign language, government, economics, fine arts, history and geography.

“eTPES” – is the Electronic Teacher and Principal Evaluation System (eTPES) is the electronic system used by the District to report evaluation data to ODE.

“Evaluation Cycle” – is the period of time for the completion of the evaluation procedure. The evaluation cycle for teachers using student learning objectives is completed when student growth measures resulting SLO’s that were administered in the current school year are combined with the teacher performance ratings resulting from performance assessments that are conducted for the current school year to assign an evaluation rating.

“Evaluation Factors” – refers to the multiple measures that are required by law to be used in the teacher evaluation procedure. The two factors, which are weighted equally, are student growth measures at fifty percent (50%) and teacher performance at fifty percent (50%).

“Evaluation Framework” – means the document created and approved by the Ohio Department of Education (ODE) in accordance with section 3319.111(A) of the Ohio Revised Code that establishes the standards-based framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.

“Evaluation Instruments” – refers to the forms used by the teacher’s evaluator. Those forms, developed by the ODE, are located in the Appendix to this policy.

“Evaluation Procedure” – the procedural requirements set forth in this policy to provide specificity to the statutory obligations established under sections 3319.111 and 3319.112 of the Ohio Revised Code and to conform to the framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.

“Evaluation Rating” – means the final summative evaluation level that is assigned to a teacher pursuant to terms of this policy. The evaluation rating is assigned at the conclusion of the evaluation cycle when the teacher performance rating is combined with the results of student growth measures where fifty percent (50%) of the evaluation rating is based on student growth measures as provided for in this policy and fifty percent (50%) the evaluation rating is based on a teacher performance rating as provided for in this policy. Each completed evaluation will result in the assignment of one of the following evaluation ratings to Accomplished, Skilled, Developing, or Ineffective.

“Poorly Performing Teacher” – A teacher who continues to receive an overall summative rating of ineffective after receiving an ineffective rating for a period of no less than two out of the last three years, and who takes the written examinations required pursuant to section 3319.58 of the

Ohio Revised Code, and who completes a remediation and/or improvement plan during the subsequent school year.

“Student Growth Measure (SGM)” – means a unit of academic growth projected for a student over specified period of time, and which has been established according to a set of procedures defined by the school district for approved vendor assessments or locally developed student learning objectives (SLOs).

“Student Learning Objectives (“SLOs”) – A measurable academic growth target that a teacher sets at the beginning of the course/term for all students or for subgroups of students to be achieved by completion of an established interval based upon baseline data gathered at the beginning of the course.

“Shared Attribution Measures” – the practice of assigning student(s) growth results to a group of appropriately licensed educators who consistently meet to collaboratively plan and provide instruction and/or intervention for a student or defined group of students on a specific topic and/or grade level and which may or may not be reported in the teacher-student data linkage system.

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

“Remediation Plan” – refers to a written plan which shall be collaboratively put into place with the teacher and the assigned credentialed evaluator, in order to directly address deficiencies cited in the evidence that is gathered during walkthroughs and formal observations. The Remediation Form (See Appendix) will be utilized for this purpose.

“Teacher Performance” – is the assessment of a teacher’s performance, resulting in a performance rating. As an evaluation factor, the teacher performance dimension is based on direct observations of a teacher’s practice (including materials and other instructional artifacts) and walkthroughs that are performed by a credentialed evaluator. Teacher performance results are reported as a teacher performance rating that may be coded as 0 points or a “1” indicating lowest performance to 600 points or a “4” indicating highest performance.

Teacher-Student Data Linkage (TSDL) – refers to the process of connecting the teacher(s) of record [based upon above definition] to a student and/or defined group of students’ achievement scores for the purpose of attributing student growth to that teacher.

#### Standards-Based Teacher Evaluation

Teacher evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each teacher and assigning an effectiveness rating based in equal part upon teacher performance and student growth.

Each teacher evaluation will result in an effectiveness rating of:

- a. Accomplished;
- b. Skilled;
- c. Developing; or
- d. Ineffective

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

During the teacher evaluation cycle evaluators will utilize the ODE's standardized software relative to reporting teacher evaluations to eTPES. The Mahoning County Career and Technical Center will utilize eTPES for reporting compliance with the Standards Based Teacher Evaluation process. The Superintendent shall annually cause to be filed a report to the department of education the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating as set forth above, aggregated by teacher preparation programs from which and the years in which the teachers graduated. Fifty percent (50%) of each evaluation will be based upon teacher performance and fifty percent (50%) on multiple measures of student growth as set forth herein.

#### Assessment of Teacher Performance

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

- a. Understanding student learning and development and respecting the diversity of the students they teach;
- b. Understanding the content area for which they have instructional responsibility;
- c. Understanding and using varied assessment to inform instruction, evaluate and ensure student learning;
- d. Planning and delivering effective instruction that advances individual student learning;
- e. Creating learning environments that promote high levels of learning and student achievement;

- f. Collaborating and communicating with students, parents, other educators, district administrators and the community to support student learning; and
- g. Assuming responsibility for professional growth, performance and involvement.

Teachers subject to evaluation under this policy will be evaluated annually using:

- 1. The Formal Observation Procedure described herein; and
- 2. A series of Informal Observation/Classroom Walkthroughs.

Evaluators will consider and cite evidence gathered from a variety of sources in addition to the observation when completing the teacher performance evaluation rubric. Sources of evidence include: professional growth and improvement plans, conferences (pre, post, etc.), classroom walkthroughs, and any evidence provided by the teacher.

#### FORMAL OBSERVATION AND CLASSROOM WALKTHROUGH SEQUENCE

##### Schedule of Evaluation

All instructors who meet the definition of “teacher” under R.C. 3319.111 and this policy shall be evaluated based on at least two formal observations and periodic classroom walkthroughs each school year. Unless mutually agreed upon with his/her evaluator, no teacher shall be evaluated more than once annually.

Teachers on a limited contract who are under consideration for renewal/nonrenewal shall receive at least three formal observations in addition to periodic classroom walkthroughs. Evaluations for those that qualify under this provision will be completed by June 1<sup>st</sup> and each teacher will be provided a written report of the results of his/her evaluation by June 10<sup>th</sup>. Written notice of nonrenewal will be provided by June 1<sup>st</sup>. Evaluations for all other limited contracts will be completed by May 1<sup>st</sup> and each teacher will be provided a written report of the results of his/her evaluation by May 10<sup>th</sup>.

A teacher who has been granted a continuing contract by the Board of Education and who receives a rating of “Accomplished” on his/her most recent evaluation shall be evaluated every other school year, so long as the teacher’s student academic growth measure for the most recent school year for which data is available is average or higher. However, at least one observation, which includes a conference with the teacher, must be held each year. Evaluations will be completed by May 1<sup>st</sup> and each teacher will be provided a written report of the results of his/her evaluation by May 10<sup>th</sup>.

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

#### Additional Criteria for Performance Assessment

A teacher's performance shall be assessed based on the Ohio Educator Standards (or comparable standards) and rubrics for teaching and the criteria set forth in the evaluation instrument. (See Appendix).

Teacher instructional performance assessments shall be based solely on the evidence provided by the teacher, on the formal observations of the teacher by the teacher's assigned evaluator, and the walkthroughs that are set forth in this agreement.

All monitoring or observation of the instructional/classroom performance of a teacher shall be conducted openly and with full knowledge of the teacher.

No misleading, inaccurate, untimely, or undocumented information may become part of a teacher's performance assessment. All results and conclusions of performance assessments shall be documented and supported by evidence.

In implementing performance assessments, the District shall conduct all assessments so as to observe the legal and constitutional rights of teachers; and no teacher performance information shall be collected by video or audio devices without the permission of the teacher.

#### Formal Observation Procedure

A minimum of two (2) formal observations shall be conducted. A formal observation shall last a minimum of thirty (30) continuous minutes. The first formal observation shall be completed by November 20<sup>th</sup>. The second formal observation shall be completed by May 1<sup>st</sup>.

There shall be at least (3) weeks between formal non-continuous observations, unless otherwise agreed by the teacher.

Teachers shall not receive a formal observation on a day before or after any break of more than three (3) days and/or after an absence due to an extended illness of more than five (5) work days; a holiday or any break from scheduled school days (excluding weekends); or any approved leave of absence.

#### Observation Conference

All formal observations shall be preceded by a pre-observation conference between the evaluator and the teacher within five (5) working days of the scheduled observation. At the pre-observation conference teachers shall provide evidence for the classroom situation to be observed on the pre-observation form (See Appendix).

A post-observation conference shall be held after each formal observation. The post observation conference shall take place within five (5) working days following the formal observation. (Observation Form – See Appendix). At the post-observation conference teachers may be provided one (1) area of reinforcement and one (1) area of refinement through evidence, in alignment with the education standards, if appropriate. Teachers shall be given the opportunity

to provide evidence to support the areas of reinforcement and refinement after this post-observation conference. Teachers written rebuttals will be attached to the observation form.

The evaluator shall provide the teacher, upon the teacher's request, with copies of all written documentation including but not limited to notes, scripts, artifacts, and evidence collected during formal observations and walkthroughs.

A teacher may request a formal observation at any time in addition to those required by this procedure.

#### Informal Observation/Classroom Walkthrough Procedure

A walkthrough is a formative assessment process that focuses on one or more of the following components and results in brief written notices or a summary:

1. evidence of planning;
2. lesson delivery;
3. differentiation;
4. resources;
5. classroom environment;
6. student engagement;
7. assessment; or
8. any other component of the standards and rubrics approved for teacher evaluation.

The walkthrough shall consist of at least 5 consecutive minutes but not more than 10 consecutive minutes in duration. Walkthroughs shall not be considered formal observations regardless of length of time.

The teacher shall be provided access to the walkthrough template including all scripted and anecdotal documents relative to the walkthrough no later than three (3) work days following the walkthrough.

At the request of the teacher, a formal debriefing shall occur no later than three (3) work days after the walkthrough to discuss observations relative to the identified focus.

No more than 4 walkthroughs shall be conducted in each evaluation cycle unless the evaluator informs the teacher that additional walkthroughs may occur through the evaluation cycle.

### Assessment of Student Growth

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

Classroom teachers will be required to develop Student Learning Objectives (SLOs) for the purpose of measuring student growth. There will be at least two SLO's per teacher per school year. The SLO's will be developed and shared with the evaluating administrator on or before October 1<sup>st</sup>. The duration for measuring progress under an SLO will be at least one (1) grading period. A pre and post assessment will be submitted to the evaluating administrator.

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

- A1: Teachers instructing in value-added subjects exclusively<sup>1</sup>;
- A2: Teachers instructing in value-added courses, but not exclusively<sup>2</sup>;
- B: Teachers instructing in areas with Ohio Department of Education approved vendor assessments with teacher-level data available;
- C: Teachers instructing in areas where no teacher-level value-added or approved vendor assessment available.<sup>3</sup>

Where value-added methodologies exist for A1 and A2 teachers, the Board will utilize them in the evaluation process, to the extent set forth in the Appendix. Teachers instructing in value-added courses, but not exclusively, will utilize teacher value-added and locally determined measures proportionate to the teacher's schedule.

When an approved Ohio Department of Education vendor assessment is utilized in the measurement of student growth, it will be included in the evaluation process for B teachers to the extent set forth in the Appendix.

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<sup>1</sup> The entire student academic growth factor of the evaluation (i.e. 50%) shall be based on the value-added progress dimension.

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

<sup>3</sup> If used, only one "shared attribution" measure can be utilized per instructor.

When neither teacher-level value-added data nor Ohio Department of Education-approved assessments are available, the District shall use locally-determined Student Growth Measures. Student Growth Measures may be comprised of SLOs, shared attribution, and/or non-Value-Added vendor data. No WebXams shall be used for Student Growth Measures.

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

Data from these approved measures of student growth will be scored on five (5) levels in accordance with the Ohio Department of Education/OTES guidance:

Descriptive Rating	Numerical Rating
Most Effective	5
Above Average	4
Average	3
Approaching Average	2
Least Effective	1

#### Student Growth Measures (SGM)

When utilizing vendor assessments to construct SGMs, all related materials shall be purchased, and all affected staff shall be trained on utilization and other considerations by September 30<sup>th</sup>.

When utilizing SLOs to construct SGMs, the teacher shall submit the completed SLO template for approval of the ERC no later than September 30<sup>th</sup>.

1. The ERC shall review all submitted SLOs by October 15.
2. Any SLO that is rejected by the ERC or the Superintendent shall be returned to the teacher/group with specific designation of deficiencies by [e.g., October 15] with a timeline (e.g., 10 days) for the resubmittal of the corrected SLO.

Teachers shall administer the final assessment to determine student growth as defined in the approved SGMs.

Prior to submitting the SGM results to the designated evaluator, the teacher may request that the ERC review the results for the sole purpose of verifying accuracy.

The District may use shared attribution SGM scores as determined in consultation with the ERC.

Teachers shall submit all SGM results to his/her evaluator by April 15<sup>th</sup>.

Evaluators shall conduct a final meeting with individual teachers to discuss SGM scores by May 1<sup>st</sup>.

Co-teaching arrangements (e.g. Inclusion): Teachers who have an approved co-teaching arrangement for more than 50% of their school day in one subject area shall have a percentage of the SGM score for the individual teachers in the co-teaching arrangement based on the time each has spent with the student(s).

High stakes employment decisions will not be materially informed by consideration of the student growth portion of the teacher evaluation unless or until there has been a minimum of three consecutive years of SGM data from the same grade level, subject matter, and/or age level, i.e., the 2016-2017 school year.

### Final Evaluation Procedures

Each teacher's performance rating will be combined with the assessment of student growth measures to produce the summative evaluation rating, based upon criteria determined by ODE.

Student Growth		Performance		Final Summative Rating	
*Most Effective (5)	600	*Accomplished (4)	600	*Accomplished	500-600
*Above Average (4)	400	*Skilled (3)	400	Skilled	300-499
*Average (3)	300	*Developing (2)	200	*Developing	100-299
*Approaching Average (2)	200				
*Least Effective (1)	0	*Ineffective (1)	0	*Ineffective	0-99

The summative evaluation of a teacher shall be based upon student growth measures and performance that is assessed during the walkthroughs and formal observations that are conducted for the current school year.

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

At the conclusion of the evaluation process each teacher's final performance rating of ineffective, developing, skilled or accomplished and the student final growth measure will be entered into the electronic system, Ohio eTPES (Ohio electronic Teacher and Principal Evaluation Systems). After the data is entered the eTPES will calculate the Final Summative Rating of Teacher Effectiveness the eTPES will be used to report teacher effectiveness ratings.

A teacher shall be given by the district one (1) copy of all information and documents obtained through the evaluation process.

The district shall submit the final summative rating of teacher effectiveness to the Ohio Department of Education by June 15<sup>th</sup>.

Professional Growth Plans and Professional Improvement Plans (see attached)

- A. Teachers whose final summative rating is “Accomplished” will develop a professional growth plan and submit it to their credentialed evaluator.
- B. Teachers whose final summative rating is “Skilled” will develop a professional growth plan collaboratively with his/her credentialed evaluator.
- C. Teachers whose final summative rating is “Developing” will develop a professional growth plan directed by their credentialed evaluator.
- D. Professional growth and improvement plans for a school year shall be developed no later than October 1 of that school year. The professional growth plan shall include the following components:
  - Identification of area(s) for future professional growth;
  - Specific resources and opportunities the teacher wants to explore to enhance their skills, knowledge, and practice including a review of Board-approved and funded options, if applicable.
  - Outcomes that will enable the teacher to increase student learning and achievement.
  - A teacher may use their Professional Growth Plan to develop his/her IPDP for the LPDC in order to meet renewal requirements for their certificate/license.
  - No growth plan will be implemented other than that required for licensure renewal and/or described in OTES.
- E. Teachers whose final summative rating is “Ineffective” will develop a professional improvement plan directed by their credentialed evaluator. Improvement plans will provide written direction and assistance toward correction of deficiencies and allow a reasonable time for improvement in any areas of performance deficiency identified. The improvement plan shall include the following components.
  - An Improvement Statement identifying specific area(s) for improvement as related to the Ohio Standards for the Teaching Profession;
  - A desired level of performance that is expected to improve and a reasonable time period to correct deficiencies;

- A specific Plan of Action that must be taken by the teacher to improve his/her performance with sources of evidence (measurable goals) to document the completion of the improvement plan;
- A description of educational supports and/or opportunities for professional development, including a review of Board-approved and funded options, if applicable, needed to improve the identified area(s).

#### Core Subject Teachers – Testing for Content Knowledge

Core subject area teachers must register for and complete all written examinations of content knowledge selected by the Ohio Department of Education if the teacher has received an effectiveness rating of “Ineffective” on his/her annual evaluation for two (2) of the three (3) most recent school years.

If a teacher passes the examination set forth above and provides proof of that passage to the Board, the teacher will be required, at the teacher’s expense, to complete professional development that is targeted to the deficiencies identified in the teacher’s evaluations conducted under this policy.

Any teacher passing the examination set forth above will not be required to take the examination again for three years, regardless of the teacher’s evaluation ratings or the performance index score ranking of the building in which the teacher teaches.

No teacher shall be responsible for the cost of taking an examination set forth above.

#### Board Professional Development Plan

The Board shall meet the requirements of ORC 3319.112(A)(8)(9) to provide professional development and sufficient financial resources to support the professional learning required by this policy and in accordance with the Ohio State Board of Education’s statewide evaluation framework. The Board’s plan will be reviewed annually.

#### Retention and Promotion Decisions/Removal of Poorly Performing Teachers

It is the purpose of this Standards-Based Teacher Evaluation Policy to improve the quality of instruction, enhance student learning and strengthen professional competence through meaningful feedback and targeted professional development. In addition, the evaluations produced will serve to inform the Board on employment decisions, i.e., retention, promotion of teachers, renewal of teaching contracts, and the removal/nonrenewal of poorly performing teachers.

The removal of poorly performing teachers shall be in accordance with the Ohio Revised Code and any applicable provisions of the Collective Bargaining Agreement with the Mahoning County Career and Technical Center Education Association.

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

Compliance with Ohio Revised Code

The Mahoning County Career and Technical Center and the Mahoning County Career and Technical Center Education Association will abide by all changes in law that affect and change the provisions of this policy.

RC. 3319.02, 3319.11, 3319.111, 3319.112, 3319.22, 3319.222, 3319.226, 3319.26, 3319.58, 3333.0411

A.C. 3301-35-03(A)

## APPENDIX B

## Ohio Teacher Evaluation System

## Improvement Plan

## Improvement Plan

Teacher Name: \_\_\_\_\_ Grade Level/ Subject: \_\_\_\_\_

School year: \_\_\_\_\_ Building: \_\_\_\_\_ Date of Improvement Plan Conference: \_\_\_\_\_

Written improvement plans are to be developed in the circumstances when an educator has a final summative rating of ineffective. However, districts have discretion to place a teacher on an improvement plan at any time based on deficiencies in any individual component of the evaluation system. The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If corrective actions are not made within the time as specified in the improvement plan, a recommendation may be made for dismissal or to continue on the plan.

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

Performance Standard(s) Addressed in this Plan	Date(s) Improvement Area or Concern Observed	Specific Statement of the Concern: Areas of Improvement

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

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

**Improvement Plan (continued)****Section 3: Specific Plan of Action**

Describe in detail specific plans of action that must be taken by the teacher to improve his/her performance. Indicate the sources of evidence that will be used to document the completion of the Improvement plan.

Actions to be Taken	Sources of Evidence that Will Be Examined

**Section 4: Assistance and Professional Development**

Describe in detail specific supports that will be provided as well as opportunities for professional development.

--

Date for this Improvement Plan to Be Evaluated:

Teacher's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

## Ohio Teacher Evaluation System

## Improvement Plan

## Improvement Plan: Evaluation of Plan

Teacher Name: \_\_\_\_\_ Grade Level/ Subject: \_\_\_\_\_

School year: \_\_\_\_\_ Building: \_\_\_\_\_ Date of Evaluation: \_\_\_\_\_

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

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

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

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

Teacher's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

## Ohio Teacher Evaluation System

## Professional Growth Plan

## Professional Growth Plan

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

☐

Self-Directed

☐

Collaborative

Teacher

Evaluator

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

Evaluator Signature

Date

Teacher Signature

Date

The signatures above verify that the teacher and evaluator have discussed and agreed upon this Professional Growth Plan.

## APPENDIX B

### 3223 – STANDARDS-BASED SCHOOL COUNSELOR EVALUATION

The Board of Education is responsible for a standards-based school counselor evaluation policy which conforms to the framework for the evaluation of school counselors as approved by the State Board of Education and aligns with the “Standards for School Counselors” as set forth in State law.

The Board of Education adopts the Ohio School Counselor Evaluation System (OSCES) as approved by the State Board of Education.

The Board believes school counselors play a critical role in supporting student learning and success and maintaining a positive school environment. The standards based system of school counselor evaluations is designed to provide meaningful and consistent feedback to support counselor professional growth and inform employment decisions.

This policy shall be implemented as set forth herein and shall be included in the collective bargaining agreement with the Mahoning County Career and Technical Center Education Association (MCCTCEA), and in all extensions and renewals thereof.

#### Definitions

“OSCES” – Stands for the Ohio School Counselor Evaluation System as adopted by the Ohio State Board of Education, or as otherwise modified by the State Board of Education.

“School Counselor” – For purposes of this policy, “school counselor” means an employee who holds a license issued pursuant to O.A.C. 3301-24-05 by the Ohio Department of Education in the area of school counseling and who is assigned to a position in that capacity.

Teachers and other employees who do not meet this definition are not subject to evaluation under this policy. Full time bargaining unit members who do not meet the definition will be evaluated in accordance with Board policy and/or utilizing the evaluation procedures of the collective bargaining agreement in effect between the Board and the Mahoning County Career and Technical Center Education Association (MCCTCEA).

“Credentialed Evaluator” – For purposes of this policy, each counselor subject to evaluation will be evaluated by a person who has completed the OSCES training as required by the Ohio Department of Education.

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

“Evaluation Cycle” – Is the period of time for the completion of the evaluation procedure. The evaluation cycle is completed when selected student metrics are combined with the counselor performance ratings resulting from performance assessments on the standards that are conducted for the current school year to assign a summative evaluation rating.

“Evaluation Factors” – refers to the multiple measures that are required by law to be used in the school counselor evaluation procedures, including performance on all six (6) areas identified by the standards and the ability to produce positive outcomes using student metrics selected by the Board. School counselors will receive a score in each of the six (6) standards and the student metrics, which shall be weighted equally (1/7 of the final summative score).

“Evaluation Framework” – means the standards-based framework adopted by the State Board of Education for the evaluation of school counselors in accordance with R.C. 3319.113.

“Evaluation Instruments” – refers to the forms used by the school counselor’s evaluator as developed locally.

“Evaluation Procedure” – the procedural requirements set forth in this policy are intended to provide specificity to the statutory obligations established under R.C. 3319.113 and to conform to the framework for the evaluation of school counselors developed under R.C. 3319.113.

“Evaluation Rating” – means the final summative evaluation level that is assigned to a school counselor pursuant to terms of this policy. The evaluation rating is assigned at the conclusion of the evaluation cycle when the school counselor performance rating is combined with the results of student metrics. Each completed evaluation will result in the assignment of one (1) of the following evaluation ratings to Accomplished, Skilled, Developing, or Ineffective.

“High Performing School Counselor” – is a school counselor who earns a summative rating of “Accomplished” or “Skilled” on his/her most recent evaluations.

“School Counselor Performance” – is the assessment of a school counselor’s performance on each of the six State-adopted standards, resulting in a performance rating. As an evaluation factor, the school counselor performance dimension is based on direct observations of a counselor’s practice by a credentialed evaluator. Performance results are reported as a performance rating that may be coded as “1” indicating lowest performance to “4” indicating highest performance.

“Student Metrics” – the locally determined measure(s) that assess a school counselor’s ability to produce positive student outcomes.

#### Standards-Based School Counselor Evaluation

School Counselor evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each school counselor and assigning an effectiveness rating based upon school counselor performance and the counselor’s assessment on selected student metrics.

- A. Accomplished;
- B. Skilled;
- C. Developing; or
- D. Ineffective.

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

The Superintendent shall annually cause to be filed a report to the Ohio Department of Education (ODE) in accordance with requirements mandated by ODE. The Board will utilize the ODE's guidelines for reporting this information.

#### Assessment of School Counselor Performance

School Counselor performance will be evaluated during formal observations and periodic informal observations. Such performance will be assessed through a holistic process by trained and credentialed evaluators based upon the following Ohio Standards for School Counselors:

- A. Comprehensive School Counseling Program Plan;
- B. Direct Services for Academic, Career and Social/Emotional Development;
- C. Indirect Services: Partnerships and Referrals;
- D. Evaluation and Data;
- E. Leadership and Advocacy; and
- F. Professional Responsibility, Knowledge and Growth.

#### Formal and Informal Observations

- A. School Counselors shall be evaluated based on at least two (2) formal observations of at least thirty (30) minutes each and informal observations each school year.
- B. A high performing school counselor will be evaluated less frequently as follows:
  - 1. A school counselor who receives a rating of "Accomplished" on his/her most recent evaluation may be

evaluated every three (3) years, as long as the counselor's metrics for student outcomes for the most recent year for which data is available, is "skilled" or higher. If the determination is made to evaluate every three (3) years, the counselor will nevertheless be provided with at least one (1) observation and conference in any year that such counselor is not formally evaluated.

2. A school counselor who receives a rating of "Skilled" on his/her most recent evaluation may be evaluated every other year, as long as the counselor's metrics for student outcomes for the most recent year for which data is available, is "skilled" or higher. If the determination is made to evaluate every other year, the counselor will nevertheless be provided with at least one (1) observation and conference in any year that such counselor is not formally evaluated.

Evaluations will be completed by May 1<sup>st</sup> and each school counselor will be provided a written report of the results of his/her evaluation by May 10<sup>th</sup>. Written notice of nonrenewal will be provided by June 1<sup>st</sup>.

Each school counselor evaluated under this policy shall annually complete a "Self-Assessment" utilizing the Self-Assessment Summary Tool approved by the Board.

#### Formal Observation Procedure

The observations will not be conducted when school counselors are engaged in counseling activities with students that require confidentiality.

All formal observations shall be preceded by a conference between the evaluator and the employee prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed.

#### Informal Observation/Walkthrough Procedure

The observations will not be conducted when school counselors are engaged in counseling activities with students that require confidentiality.

An informal observation is a formative assessment process that focuses on one (1) or more of the components included in the State-adopted standards.

An informal observation should be of sufficient duration to allow the evaluator to assess the focus of the observation.

Data gathered from the observation must be placed on the appropriate designated form. Written feedback from observations shall be provided after the observation. The school counselor and/or evaluator may request a face to face meeting to discuss observations relative to the identified focus of the informal observation.

- A. Informal observations shall not unreasonably disrupt and/or interrupt the work day.
- B. A final debriefing and completed form must be shared with the employee within a reasonable amount of time.

#### Assessment of Student Metrics

The Board will select student metrics that will be utilized for school counselor evaluations in the areas of academics, career, and social emotional development. Any modifications to the metrics that will be used in school counselor evaluations will be adopted before the start of the school year.

Data from these approved measures of student growth will be scored on four (4) levels, with a score of “1” being the lowest and “4” being the highest.

#### Final Evaluation Procedures

Each school counselor’s performance rating for each of the six (6) standards will be combined with the assessment of student metrics to produce the final summative.

The evaluator shall provide that each evaluation is submitted to the school counselor for his/her acknowledgement by written receipt. If signed by the employee, the receipt is to be sent to the Superintendent as soon as received.

#### Professional Growth Plans and Professional Improvement Plans

Based upon the results of the annual evaluations conducted in accordance with this policy, each school counselor must develop either a professional growth plan or professional improvement plan as follows:

- A. School counselors with a final summative rating of “Accomplished” will develop a professional growth plan.
- B. School counselors with a final summative rating of “Skilled” will develop a professional growth plan collaboratively with their evaluator.
- C. School counselors with a final summative rating of “Developing” will develop a professional growth plan collaboratively with their

evaluator. A building administrator must approve the professional growth plan.

- D. School counselors with a final summative rating of “Ineffective” will develop an improvement plan with their evaluator. A building administrator must approve the improvement plan.

Professional growth and improvement plans must be completed each school year. The Board retains the discretion to place a school counselor on an improvement plan at any time based on deficiencies in any individual component of the evaluation system.

#### Board Professional Development Plan

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

#### Retention and Promotion Decisions/Removal of Poorly Performing School counselors

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

#### Definitions:

“Retention” – for purposes of this policy refers to employment decisions on the question of whether or not to suspend a contract pursuant to a reduction in force, nonrenew a limited or extended limited contract, or terminate employment for good and just cause. In the case of a reduction in force, seniority will not be considered when making decision on contract suspensions, except in the instance of comparable evaluations. The decision to nonrenew or terminate the contract of a poorly performing school counselor may be informed by the evaluation(s) conducted under this policy. However, decisions to nonrenew or terminate an employment contract are not limited by the existence of this policy.

“Promotion” – as used in this context is of limited utility given the fact that school counselors covered by this policy are not currently employed in any discernible hierarchy. Nevertheless, when making decisions relative to such matters as determining employee assignments, the Board will consider school counselor performance as indicated by evaluations.

“Poorly Performing School Counselors” – refers to school counselors identified through the evaluation process set forth in this policy who demonstrate an inability and/or unwillingness to meet the reasonable expectations of this standards-based evaluation system.

“Comparable Evaluations” – since seniority may not be the basis for school counselor retention or other employment decisions, except when deciding between counselors who have comparable evaluations, this refers to counselors within the categories of “Ineffective,” “Developing,” “Skilled,” and “Accomplished.”

#### Removal of Poorly Performing School Counselors

Poorly performing school counselors may be removed, upon recommendation of the Superintendent, either through nonrenewal or termination, when the receipt of an “Ineffective” rating by a school counselor has been demonstrated.

Removal of poorly performing school counselors will be in accordance with the nonrenewal and termination statutes of the Ohio Revised Code and/or the relevant provisions of the collective bargaining agreement in effect between the Board and the Mahoning County Career and Technical Center Education Association (MCCTCEA).

Nothing in this policy will be deemed to prevent the Board from exercising its rights to nonrenew, terminate, or suspend a school counselor contract as provided by law and the terms of the collective bargaining agreement in effect between it and the Mahoning County Career and Technical Center Education Association (MCCTCEA). The evaluation system and procedures set forth in this policy shall not create an expectation of continued employment for employees on a limited contract that are evaluated under this policy. The Board reserves the right to nonrenew a school counselor evaluated under this policy in accordance with R.C. 3319.11 notwithstanding the school counselor’s final summative rating.

R.C. 3319.02, 3319.11, 3319.113, R.C. 3319.16

A.C. 3301-24-05


H.B. 64

APPENDIX C

WELLNESS INITIATIVE

A voluntary wellness program has been implemented. The wellness program will consist of a combination of activities that are designed to increase awareness, educate and promote voluntary behavior change to improve the health of individuals, encourage modification of his or her health status, and enhance his or her personal well-being and productivity, with a goal of prevention of injury and illness. The program includes the following provisions.

1. An annual wellness visit to his or her primary physician.
2. In addition to the wellness visit stated above, an employee must participate in one or more of the following for the duration of the regular school year in order to qualify for the wellness program incentive described below:
  - a. Participation in an exercise program of at least one time per week for a minimum of thirty minutes in a session. The employee log and certification signature form will be provided by the Board. The employee shall provide such log and certification to the Board on an annual basis no later than May 31<sup>st</sup>.
  - b. Participation in a smoking cessation and/or tobacco use reduction program. The certification signature form will be provided by the Board. The employee shall provide certification of participation to the Board upon completion but no later than May 31<sup>st</sup>.
  - c. Implementation of a risk reduction or prevention plan recommended by his or her primary care physician, including but not limited to weight loss or weight gain, smoking, alcohol, mental health condition, or healthy maintenance of blood pressure, cholesterol, glucose, diabetes, etc. Medical certification shall be provided to the Board by May 31<sup>st</sup>, with the physician's signature and must include certificate of participation.
3. Initial proof of participation forms in the voluntary wellness program, as provided by the Board, must be submitted to the Board by October 1<sup>st</sup>.
4. Employees who voluntarily participate in the wellness visit and one or more of the above options (2 a-c) will earn a stipend equal to 1% of the teacher's base salary, to be added to the second pay in June.

 The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, <https://enc.anthem.com/encips/aen>. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at [www.healthcare.gov/sbc-glossary/](http://www.healthcare.gov/sbc-glossary/) or call (844) 273-5379 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	\$300/individual or \$600/family for In-Network Providers. \$600/individual or \$1,200/family for Out-of-Network Providers.	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan, each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible.
Are there services covered before you meet your deductible?	Yes. Preventive care, Primary Care visit, Specialist visit, and Vision exam for In-Network Providers.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost-sharing and before you meet your deductible. See a list of covered preventive services at <a href="https://www.healthcare.gov/coverage/preventive-care-benefits/">https://www.healthcare.gov/coverage/preventive-care-benefits/</a> .
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan?	\$8,150/single or \$16,300/family for In-Network Providers. Unlimited for Out-of-Network Providers.	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit?	Services deemed not medically necessary by Medical Management and/or Anthem, Premiums, balance-billing charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Will you pay less if you use a network provider?	Yes, BlueCard PPO. See <a href="http://www.anthem.com">www.anthem.com</a> or call (844) 273-5379 for a list of network providers.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware your network provider might use an out-of-network provider

		for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a <u>referral</u> to see a <u>specialist</u> ?	No.	You can see the <u>specialist</u> you choose without a <u>referral</u> .

**AA** All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$10/visit <u>deductible</u> does not apply	30% <u>coinsurance</u>	—none—
	Specialist visit	\$25/visit <u>deductible</u> does not apply	30% <u>coinsurance</u>	—none—
	Preventive care/screening/immunization	No charge	30% <u>coinsurance</u>	You may have to pay for services that aren't preventive. Ask your <u>provider</u> if the services needed are preventive. Then check what your <u>plan</u> will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	10% <u>coinsurance</u>	30% <u>coinsurance</u>	—none—
	Imaging (CT/PET scans, MRIs)	10% <u>coinsurance</u>	30% <u>coinsurance</u>	—none—
If you need drugs to treat your illness or condition More information about <u>prescription drug coverage</u> is available at <a href="http://www.anthem.com/pharmacyinformation/">http://www.anthem.com/pharmacyinformation/</a> National	Tier 1 - Typically Generic	\$5/prescription (retail) and \$12.50/prescription (home delivery)	25% <u>coinsurance</u> (retail)	*See Prescription Drug section
	Tier 2 - Typically Preferred / Brand	\$25/prescription (retail) and \$62.50/prescription (home delivery)	25% <u>coinsurance</u> (retail)	
	Tier 3 - Typically Non-Preferred / Specialty Drugs	\$50/prescription (retail) and \$125/prescription (home delivery)	25% <u>coinsurance</u> (retail)	
	Tier 4 - Typically Specialty (brand and generic)	\$100/prescription (retail) and \$100/prescription (home delivery)	25% <u>coinsurance</u> (retail)	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	10% <u>coinsurance</u>	30% <u>coinsurance</u>	—none—
	Physician/surgeon fees	10% <u>coinsurance</u>	30% <u>coinsurance</u>	—none—
	Emergency room care	\$100/visit then 10% <u>coinsurance</u>	Covered as In-Network	Copay waived if admitted.

\* For more information about limitations and exceptions, see plan or policy document at <https://enc.anthem.com/encdps/as6>.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need immediate medical attention	<u>Emergency medical transportation</u>	10% <u>coinsurance</u>	Covered as In-Network	—none—
	<u>Urgent care</u>	\$25/visit <u>deductible</u> does not apply	30% <u>coinsurance</u>	—none—
If you have a hospital stay	Facility fee (e.g., hospital room)	10% <u>coinsurance</u>	30% <u>coinsurance</u>	—none—
	Physician/surgeon fees	10% <u>coinsurance</u>	30% <u>coinsurance</u>	—none—
If you need mental health, behavioral health, or substance abuse services	Outpatient services	Office Visit \$10/visit <u>deductible</u> does not apply Other Outpatient 10% <u>coinsurance</u>	Office Visit 30% <u>coinsurance</u> Other Outpatient 30% <u>coinsurance</u>	Office Visit —none— Other Outpatient —none—
	Inpatient services	10% <u>coinsurance</u>	30% <u>coinsurance</u>	—none—
If you are pregnant	Office visits	No charge	30% <u>coinsurance</u>	Cost sharing does not apply for preventive services. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery professional services	10% <u>coinsurance</u>	30% <u>coinsurance</u>	
	Childbirth/delivery facility services	10% <u>coinsurance</u>	30% <u>coinsurance</u>	
If you need help recovering or have other special health needs	<u>Home health care</u>	10% <u>coinsurance</u>	30% <u>coinsurance</u>	90 visits/benefit period.
	<u>Rehabilitation services</u>	10% <u>coinsurance</u>	30% <u>coinsurance</u>	*See Therapy Services section
	<u>Habilitation services</u>	10% <u>coinsurance</u>	30% <u>coinsurance</u>	
	<u>Skilled nursing care</u>	10% <u>coinsurance</u>	30% <u>coinsurance</u>	120 days limit/benefit period.
	Durable medical equipment	10% <u>coinsurance</u>	30% <u>coinsurance</u>	*See Durable Medical Equipment Section
	<u>Hospice services</u>	10% <u>coinsurance</u>	30% <u>coinsurance</u>	—none—
If your child needs dental or eye care	Children's eye exam	No charge	30% <u>coinsurance</u>	*See Vision Services section
	Children's glasses	Not covered	Not covered	
	Children's dental check-up	Not covered	Not covered	*See Dental Services section

\* For more information about limitations and exceptions, see plan or policy document at <https://coe.anthem.com/coedps/aso>.

#### Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- |                         |                   |   |
|-------------------------|-------------------|---|
| • Abortion              | • Acupuncture     | • Cosmetic surgery  |
| • Dental care (adult)   | • Dental Check-up | • Hearing aids  |
| • Infertility treatment | • Long-term care  | • Routine foot care unless you have been diagnosed with diabetes. |
| • Weight loss programs  |                   |   |

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- |  |   |  |
|--|---|--|
| • Bariatric surgery \$30,000 maximum/lifetime.           | • Chiropractic care 36 visits/benefit period. | • Most coverage provided outside the United States. See <a href="http://www.hcbglobalcare.com">www.hcbglobalcare.com</a> |
| • Private-duty nursing covered inpatient or in the home. | • Routine eye care (adult) 1/benefit period.  |  |

**Your Rights to Continue Coverage:** There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, 1-877-267-2323 x61565, [www.cciio.cms.gov](http://www.cciio.cms.gov). Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit [www.HealthCare.gov](http://www.HealthCare.gov) or call 1-800-318-2596.

**Your Grievance and Appeals Rights:** There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact:

ATTN: Grievances and Appeals, P.O. Box 105568, Atlanta GA 30348-5568

Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, 1-877-267-2323 x61565, [www.cciio.cms.gov](http://www.cciio.cms.gov)

Does this plan provide Minimum Essential Coverage? **Yes**

If you don't have Minimum Essential Coverage for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

—————To see examples of how this plan might cover costs for a sample medical situation, see the next section.—————

\* For more information about limitations and exceptions, see plan or policy document at <https://coc.anthem.com/cocdps/asn>.

# About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

## **Peg is Having a Baby** (9 months of in-network pre-natal care and a hospital delivery)

■ The plan's overall deductible	\$300
■ Specialist copayment	\$25
■ Hospital (facility) coinsurance	10%
■ Other coinsurance	10%

This EXAMPLE event includes services like:

Specialist office visits (prenatal care)  
Childbirth/Delivery Professional Services  
Childbirth/Delivery Facility Services  
Diagnostic tests (ultrasounds and blood work)  
Specialist visit (anesthesia)

Total Example Cost	\$12,800
--------------------	----------

In this example, Peg would pay:

### Cost Sharing

Deductibles	\$300
Copayments	\$40
Coinsurance	\$1,200

### What isn't covered

Limits or exclusions	\$60
The total Peg would pay is	\$1,600

## **Managing Joe's type 2 Diabetes** (a year of routine in-network care of a well-controlled condition)

■ The plan's overall deductible	\$300
■ Specialist copayment	\$25
■ Hospital (facility) coinsurance	10%
■ Other coinsurance	10%

This EXAMPLE event includes services like:

Primary care physician office visits (including disease education)  
Diagnostic tests (blood work)  
Prescription drugs  
Durable medical equipment (glucose meter)

Total Example Cost	\$7,400
--------------------	---------

In this example, Joe would pay:

### Cost Sharing

Deductibles	\$300
Copayments	\$1,500
Coinsurance	\$10

### What isn't covered

Limits or exclusions	\$60
The total Joe would pay is	\$1,870

## **Mia's Simple Fracture** (in-network emergency room visit and follow up care)

■ The plan's overall deductible	\$300
■ Specialist copayment	\$25
■ Hospital (facility) coinsurance	10%
■ Other coinsurance	10%

This EXAMPLE event includes services like:

Emergency room care (including medical supplies)  
Diagnostic test (x-ray)  
Durable medical equipment (crutches)  
Rehabilitation services (physical therapy)

Total Example Cost	\$1,900
--------------------	---------

In this example, Mia would pay:

### Cost Sharing

Deductibles	\$300
Copayments	\$80
Coinsurance	\$200

### What isn't covered

Limits or exclusions	\$0
The total Mia would pay is	\$580

The plan would be responsible for the other costs of these EXAMPLE covered services.

Certified

## APPENDIX E

### Your Summary of Benefits Mahoning County School Employee Insurance Consortium (MCSEIC) Anthem Dental Complete



#### WELCOME TO YOUR DENTAL PLAN!

This benefit summary outlines how your dental plan works and provides you with a quick reference of your dental plan benefits. For complete coverage details, please refer to your employee benefits booklet.

#### Dental coverage you can count on

Your Anthem dental plan lets you visit any licensed dentist or specialist you want – with costs that are normally lower when you choose one within our large network.

Savings beyond your dental plan benefits - you get more for your money.

You pay our negotiated rate for covered services from in-network dentists even if you exceed your annual benefit maximum.

YOUR DENTAL PLAN AT A GLANCE		In-Network	Out-of-Network
Annual Benefit Maximum	Calendar Year		
* Per insured person		\$1,500	\$1,500
D&P applies to Annual Maximum		No	No
Annual Maximum Carryover		Yes	Yes
Orthodontic Lifetime Benefit Maximum			
* Per eligible insured person		\$1,500	\$1,500
Annual Deductible (The Deductible does not apply to Orthodontic Services)	Calendar Year		
* Per insured person		\$25	\$25
* Family maximum	*4th Quarter Deductible Carryover Applies*	3X Individual	3X Individual
Deductible Waived for Diagnostic/Preventive Services		Yes	Yes
Out-of-Network Reimbursement Options:		90th percentile	
Dental Services		In-Network Anthem Pays:	Out-of-Network Anthem Pays:
Diagnostic and Preventive Services		100% Coinsurance	100% Coinsurance
* Periodic oral exam			
* Teeth cleaning (prophylaxis)			
* Bitewing X-rays: 2X per 12 months			
* Intraoral X-rays			
Basic Services		80% Coinsurance	80% Coinsurance
* Amalgam (silver-colored) Filling			
* Front composite (tooth-colored) Filling			
* Back composite Filling, Covered as Composites			
* Simple Extractions			
Endodontics		80% Coinsurance	80% Coinsurance
* Root Canal			
Periodontics		80% Coinsurance	80% Coinsurance
* Scaling and root planing			
Oral Surgery		80% Coinsurance	80% Coinsurance
* Surgical Extractions			
Major Services		50% Coinsurance	50% Coinsurance
* Crowns			
Prosthodontics		50% Coinsurance	50% Coinsurance
* Dentures			
* Bridges			
* Dental implants Standard - Covered			
Prosthetic Repairs/Adjustments		80% Coinsurance	80% Coinsurance
Orthodontic Services		60% Coinsurance	60% Coinsurance
* Adults & Dependent Children			

This is not a contract, it is a partial listing of benefits and services. All covered services are subject to the conditions, limitations, exclusions, terms and provisions of your employee benefits booklet. In the event of a discrepancy between the information in this summary and the employee booklet, the employee booklet will prevail.

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## APPENDIX E



### Emergency dental treatment for the international traveler

As an Anthem dental member, you and your eligible, covered dependents automatically have access to the International Emergency Dental Program.\*\*

With this program, you may receive emergency dental care from our listing of credentialed dentists while traveling or working nearly anywhere in the world.

\*\* The International Emergency Dental Program is managed by DeCare Dental, which is an independent company offering dental management services to Anthem Blue Cross Life and Health Insurance Company.

### Promoting healthy mouths for members who are pregnant or living with diabetes

If you are pregnant or living with diabetes, you can sign up to receive one additional dental cleaning or periodontal maintenance procedure per year.

### Finding a dentist is easy.

To select a dentist by name or location:

- Go to [anthem.com/mydentalvision](http://anthem.com/mydentalvision) or the website listed on the back of your ID card.
- Call the toll-free customer service number listed on the back of your ID card.

### TO CONTACT US:

Call	Write
Refer to the toll-free number indicated on the back of your plan ID card to speak with a U.S.-based customer service representative during normal business hours. Calling after hours? We may still be able to assist you with our interactive voice-response system.	Refer to the back of your plan ID card for the address.

### Limitations & Exclusions

**Limitations** – Below is a partial listing of dental plan limitations when these services are covered under your plan. Please see your certificate of coverage for a full list.

#### Diagnostic and Preventive Services

Oral evaluations (exam) Limited to two per Calendar Year  
 Teeth cleaning (prophylaxis) Limited to two per Calendar Year  
 Intraoral X-rays, single film Limited to four films per 12-month period  
 Complete series X-rays (panoramic or full-mouth) Coverage Every 3 Years  
 Topical fluoride application Limited to once every 12 months  
 Sealants Limited to one per tooth every 36 months; sealants may be covered under Preventive Services

#### Basic and/or Major Services

Crowns Limited to once per tooth in a five-year period  
 Fixed or removable prosthodontics - dentures, partials, bridges Covered once in a five-year period; benefits are provided for the replacement of an existing bridge, denture or partial for members  
 Inlays/Onlays Limited to once per tooth in a five-year period  
 Retire/Retire of Dentures Covered every 36 months

Brush Dipsy Standard - Covered

#### ADDITIONAL LIMITATION FOR ORTHODONTIC SERVICES

Orthodontia Limited to one course of treatment per member per lifetime

**Exclusions** – Below is a partial listing of noncovered services under your dental plan. Please see your certificate of coverage for a full list.

Services provided before or after the term of this coverage  
 Services received before your effective date or after your coverage ends, unless otherwise specified in the employee benefits booklet  
 Orthodontics (not included as part of your dental plan benefits) Orthodontic braces, appliances and all related services  
 Cosmetic dentistry Services provided by dentists solely for the purpose of improving the appearance of the tooth when tooth structure and function are satisfactory and no pathologic conditions (cavities) exist  
 Drugs and medications Intravenous conscious sedation, IV sedation and general anesthesia when performed with nonsurgical dental care  
 Analgesia, analgesic agents, anxiolysis nitrous oxide, therapeutic drug injections, medicines or drugs for nonsurgical or surgical dental care except that intravenous conscious sedation is eligible as a separate benefit when performed in conjunction with complex surgical services.  
 Extractions- Surgical removal of third molars (wisdom teeth) that do not exhibit symptoms or impact the oral health of the member

This in-network dental providers mentioned in this communication are independently contracted providers who exercise independent professional judgment. They are not agents or employees of Anthem Blue Cross Life and Health Insurance Company.

Anthem BCBS is the mark (name) for Anthem Health Plans, Inc., an independent licensee of the Blue Cross and Blue Shield Association.

## APPENDIX E



### Choice of dentists

While your dental plan lets you choose any dentist, you may end up paying more for a service if you visit an out-of-network dentist.

### Here's why:

In-network dentists have agreed to payment rates for various services and cannot charge you more. On the other hand, out-of-network dentists don't have a contract with us and are able to bill you for the difference between the total amount we allow to be paid for a service – called the "maximum allowed amount" – and the amount they usually charge for a service. When they bill you for this difference, it's called "balance billing."

### How Anthem dental decides on maximum allowed amounts

For services from an out-of-network dentist, the maximum allowed amount is determined in one of the following ways:

- Out-of-network dental fee schedule/rate developed by Anthem, which may be updated based on such things as reimbursement amounts accepted by dentists contracted with our dental plans, or other industry cost and usage data
- Information provided by a third-party vendor that shows comparable costs for dental services
- In-network dentist fee schedule

### Here's an example of higher costs for out-of-network dental services

This is an example only. Your experience may be different, depending on your insurance plan, the services you receive and the dentist who provides the services.

Ted gets a crown from an out-of-network dentist, who charges \$1,200 for the service and bills Anthem for that amount.

Anthem's maximum allowed amount for this dental service is \$800. That means there will be a \$400 difference, which the dentist can "balance bill" Ted.

Since Ted will also need to pay \$400 coinsurance, the total he'll pay the out-of-network dentist is \$800.

Here's the math:

- Dentist's charge: \$1,200
- Anthem's maximum allowed amount: \$800
- Anthem pays 50%: \$400
- Ted pays 50% (coinsurance): \$400
- Balance Ted owes the provider:  $\$1,200 - \$800 = \$400$
- Ted's total cost: \$400 coinsurance + \$400 provider balance = \$800

In the example, if Ted had gone to an in-network dentist, his cost would be only \$400 for the coinsurance because he would not have been "balance billed" the \$400 difference.

## APPENDIX F

# A LOOK AT YOUR VSP VISION COVERAGE



## SEE HEALTHY AND LIVE HAPPY WITH HELP FROM MAHONING COUNTY CAREER & TECHNICAL CENTER AND VSP.

As a VSP® member, you get personalized care from a VSP network doctor at low out-of-pocket costs.

**VALUE AND SAVINGS YOU LOVE.**  
Save on eyewear and eye care when you see a VSP network doctor. Plus, take advantage of Exclusive Member Extras for additional savings.

### PROVIDER CHOICES YOU WANT.

With an average of five VSP network doctors within six miles of you, it's easy to find a nearby in-network doctor. Plus, maximize your coverage with bonus offers and additional savings that are exclusive to Premier Program locations.



Like shopping online? Go to [eyeconic.com](http://eyeconic.com) and use your vision benefits to shop over 50 brands of contacts, eyeglasses, and sunglasses.

**QUALITY VISION CARE YOU NEED.**  
You'll get great care from a VSP network doctor, including a WellVision Exam®—a comprehensive exam designed to detect eye and health conditions.

**PROVIDER NETWORK:**  
VSP Signature

BENEFIT	DESCRIPTION	COPAY
<b>WELLVISION EXAM</b>		
	<ul style="list-style-type: none"> <li>Focuses on your eyes and overall wellness</li> <li>Every 12 months</li> </ul>	\$0
<b>PRESCRIPTION GLASSES</b>		
<b>FRAME</b>	<ul style="list-style-type: none"> <li>\$130 allowance for a wide selection of frames</li> <li>\$150 allowance for featured frame brands</li> <li>20% savings on the amount over your allowance</li> <li>Every 12 months</li> </ul>	\$0
	<ul style="list-style-type: none"> <li>Single vision, lined bifocal, and lined trifocal lenses</li> <li>Impact-resistant lenses for dependent children</li> <li>Every 12 months</li> </ul>	\$0
	<ul style="list-style-type: none"> <li>Standard progressive lenses</li> <li>Tints/Light-reactive lenses</li> <li>Premium progressive lenses</li> <li>Custom progressive lenses</li> <li>Average savings of 40% on other lens enhancements</li> <li>Every 12 months</li> </ul>	\$0 \$0 \$80 - \$90 \$120 - \$160
<b>LENS ENHANCEMENTS</b>	<ul style="list-style-type: none"> <li>Standard progressive lenses</li> <li>Tints/Light-reactive lenses</li> <li>Premium progressive lenses</li> <li>Custom progressive lenses</li> <li>Average savings of 40% on other lens enhancements</li> <li>Every 12 months</li> </ul>	\$0 \$0 \$80 - \$90 \$120 - \$160
<b>CONTACTS (INSTEAD OF GLASSES)</b>	<ul style="list-style-type: none"> <li>\$130 allowance for contacts; copay does not apply</li> <li>Contact lens exam (fitting and evaluation)</li> <li>Every 12 months</li> </ul>	Up to \$60
	<ul style="list-style-type: none"> <li>Retinal screening for members with diabetes</li> <li>Additional exams and services for members with diabetes, glaucoma, or age-related macular degeneration.</li> </ul>	\$0 \$20 per exam
<b>PRIMARY EYECARE™</b>	<ul style="list-style-type: none"> <li>Treatment and diagnoses of eye conditions, including pink eye, vision loss, and cataracts available for all members.</li> <li>Limitations and coordination with your medical coverage may apply. Ask your VSP doctor for details.</li> <li>As needed</li> </ul>	

### YOUR COVERAGE WITH OUT-OF-NETWORK PROVIDERS

Get the most out of your benefits and greater savings with a VSP network doctor. Call Member Services for out-of-network plan details.

Exam .....	up to \$50	Lined Trifocal Lenses .....	up to \$100
Frame .....	up to \$70	Progressive Lenses .....	up to \$75
Single Vision Lenses .....	up to \$50	Contacts .....	up to \$105
Lined Bifocal Lenses .....	up to \$75		

VSP guarantees coverage from VSP network providers only. Coverage information is subject to change. In the event of a conflict between this information and your organization's contract with VSP, the terms of the contract will prevail. Based on applicable laws, benefits may vary by location. In the state of Washington, VSP Vision Care, Inc., is the legal name of the corporation through which VSP does business.

Contact us:

800.877.7195 or [vsp.com](http://vsp.com)

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The parties to this Agreement, signed this date, 11-23-2020, as witnessed below.

FOR THE ASSOCIATION:

Patricia Thorsley

President

Gary Clark

Chief Negotiator

Paul S. Smith

Negotiator

Noelene Salvo

Negotiator

FOR THE BOARD:

Michael G. Smith

President

John Zehent

Superintendent

Maria L. Barfuto

Negotiator

Brian Kella

Negotiator - TREASURER

Don Adams

Negotiator