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AN AGREEMENT

between

**THE BOARD OF EDUCATION
OF THE
YOUNGSTOWN CITY SCHOOL DISTRICT**

and

**THE
YOUNGSTOWN EDUCATION ASSOCIATION**

**JULY 1, 2024
to
JUNE 30, 2026**

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PREAMBLE

WHEREAS, the Youngstown Education Association, hereinafter referred to as the "YEA", an affiliate of the Ohio Education Association and the National Education Association, and the Board of Education of the Youngstown City School District, hereinafter referred to as the "Board", following extended and deliberate good faith negotiation with respect to salaries, hours, working conditions, and other matters of concern, have reached certain understandings which the parties desire to confirm in this Agreement, it is hereby agreed as follows:

ARTICLE I RECOGNITION

1.01 Statement of Recognition: The YEA shall be the exclusive and sole negotiating representative for the bargaining unit of employees defined in Section 1.02 below as employed or hereafter employed by the Board.

1.02 Bargaining Unit Defined: The bargaining unit of employees represented by YEA shall be defined as follows. The parties intend that the unit description be the same as existed before this Agreement.

INCLUSIONS: All professional certificated personnel employed by the Board including Classroom Teachers, Counselors, Librarians, Psychologists, Visiting Teachers, Home School Visitors, SLD Tutors, Speech and Hearing Therapists, Mobility Instructors, Physical Therapist Specialists, Occupational Therapists, and Curriculum Specialists.

EXCLUSIONS: All administrative and supervisory personnel employed by the Board including, but not limited to, Superintendent, Assistant Superintendent, Directors, Principals, Assistant Principals, Supervisors, Coordinators, Teachers on Special Assignment, Substitute Teachers; Treasurer; non-certificated and non-instructional personnel not listed under INCLUSIONS above.

*During negotiations for the 1997-1998 through 1999-2000 contract, the parties each introduced proposals to clarify the inclusions and exclusions without changing the existing bargaining unit. By way of that clarification, the parties acknowledge that registered nurses are now, and have been, part of the bargaining unit described by the term "all professional certificated personnel." Furthermore, by way of clarification, the parties acknowledge that part-time hourly vocational education teachers, part-time hourly adult basic education teachers, part-time neglected and delinquent teachers, and part-time community-based literacy teachers are not bargaining unit positions and the Board determines the terms and conditions of employment in these positions.

1.03 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. Full-Time Employee: An employee who is regularly scheduled to work the thirty-seven and one-half (37 1/2) hour work week, seven and one-half (7 1/2) hours per day, five (5) days per week.

C. Part-Time Employee: An employee who is regularly scheduled to work fewer than thirty-seven and one-half (37 1/2) hours per work week.

D. Day: A calendar day.

E. Workday: A day on which an employee is scheduled to report for work.

F. Immediate Supervisor: The Principal or person in a comparable administrative or supervisory position 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 YEA.

G. Superintendent: The Superintendent of the Youngstown City School District or his/her designated representative.

H. YEA: The Youngstown Education Association.

I. Board: The Board of Education of the Youngstown City School District.

J. Board Policies: School Board policies are statements which set forth the purposes and prescribe in general terms the organizations and program of a school system. They create a framework within which the Superintendent and his/her staff can discharge their assigned duties with positive direction.

K. Seniority: Seniority is the number of years of continuous teaching service in the employment of the district.

1. Seniority for full-time employees will mean the number of continuous years of service commencing with the employee's first day worked.

2. Seniority for part-time employees who render service during the seven and one-half (7½) hour day shall be determined by totaling the number of hours worked during the school year and dividing such total number of hours first by seven and one-half (7½), then by one hundred eighty-four (184).

(a) Exclusions: Service rendered beyond the school year or beyond the school day will not be counted toward seniority.

(b) Breaking of Seniority:

(1) A layoff and time spent on disability retirement, or any Board-approved leave of absence, shall be included for seniority; and shall be calculated in accordance with K.2 (b) (2), below, however, an employee's seniority shall be broken upon resignation, permanent retirement, or discharge in accordance with the provisions of Section 6.041 of this Agreement.

(2) An employee who leaves the bargaining unit for any position with the Board for six (6) years or less from the date the employee accepts the non-bargaining position shall return to the bargaining unit with the seniority the employee had at the time the employee accepted the non-bargaining unit position. If the employee returns to the bargaining unit after six (6) years from the date of acceptance of the non-bargaining unit position, the employee's seniority shall be zero.

(c) Breaking of Seniority Ties: In the event that two (2) or more employees in the same area of certification share the same seniority by first day worked, they shall be placed on the seniority list in accordance with the date of the Board meeting at which the Board acted upon their most recent continuous employment. If a tie still exists, the employees who share the same seniority date shall participate in a coin toss, or, if more than two (2) employees are tied, in a drawing of lots, in the presence of the Superintendent and a representative designated by the YEA President, prior to October 15th of the year in which the employees are first hired. 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. In the event the employees are unable to agree on who calls the coin tosses or the order of the drawing of lots, the caller of the coin shall be the employee whose last name occurs first in alphabetical order or lots shall be drawn in alphabetical order of last names. In the event an employee is unavailable or absent to participate in a meeting after reasonable advance notice, the Union shall stand in the employee's place and participate for the employee.

1.04 Administrative Assignments; Conditions and Return Rights

1.041 Administrative Assignments: Except in the case of TSA's, a bargaining unit employee who accepts an administrative assignment may be returned to the bargaining unit if a vacancy exists for which the returning administrator is certified. If a vacancy is not available, the administrator shall be placed on the recall list (6.097). The administrator shall have seniority in accordance with Article 1.03 K.2 (b) (2). Time on the recall list (layoff) shall be added to the seniority the administrator has in accordance with Article 1.03 K.2. (b) (1).

1.042 Teachers on Special Assignment (T.S.A.'s): Utilization of "teachers on special assignment" (T.S.A.'s) shall be subject to the parameters set forth below:

T.S.A. shall be defined as a bargaining unit employee who, on a voluntary basis, accepts assignment to an administrative position which is anticipated to exist for at least thirty (30) days in the school year and during which time, the employee is excluded from the bargaining unit represented by the Youngstown Education Association while serving in the capacity of a T.S.A. Upon completion of the assignment, the T.S.A. may be returned to the T.S.A.'s prior position and bargaining unit status providing that the T.S.A. returns to the unit within three years of the date the T.S.A. began working in the administrative assignment. If the same position does not exist, the T.S.A. may exercise his/her rights under Section 6.074 of the Agreement. In the event the T.S.A. returns to the unit more than three (3) years but within six (6) years of the date the T.S.A. began working in the administrative assignment, he/she may be returned to a similar position for which he/she holds a valid teaching certificate/license by exercising his/her rights under Section 6.074 of the Agreement. A T.S.A. returning to the unit shall have seniority in accordance with Section 1.03 K.2. (b) (2) of the Agreement.

A. A T.S.A. forfeits all rights and privileges of membership in the YEA while serving as a T.S.A., except as identified above.

B. A T.S.A. is eligible to hold and/or make application for any supplemental position(s) rightfully available for bargaining unit members of the YEA, only if no qualified bargaining unit member makes timely application for and is awarded said supplemental position.

C. A bargaining unit member who holds a multi-year supplemental contract at the time of accepting the status of a T.S.A. must immediately resign from the supplemental position. If the position is to be continued, the Board will post the vacancy in a timely fashion, as required under the Agreement. The employer shall recall an appropriate certified employee from the Recall List to fill the position temporarily vacated by the T.S.A. only for the period of time the T.S.A. accepts assignment to the administrative position. If there is no Recall List or if there is no one on the Recall List with certification/licensure appropriate to the position or for whom such temporary certification/ licensure can be obtained in accordance with law, the employer may fill the position with a substitute teacher.

If an administrative position exists which is anticipated to exist for less than thirty (30) days in a school year, it may be filled by a bargaining unit employee for not more than thirty (30) days and the employee shall remain a bargaining unit employee during this assignment and shall be

returned to the employee's prior position with no loss of seniority or other benefits of the bargaining unit.

ARTICLE II NEGOTIATIONS PROCEDURE

2.01 Initiating Meetings: Upon written notice by either party to the other not later than one hundred twenty (120) days prior to the expiration date of this Agreement, negotiation of a successor Agreement shall commence. The parties shall meet within twenty (20) days of the date of such written notice.

2.02 Exchange of Proposals: At the initial meeting the parties will engage in team member introductions and general discussions as may be mutually agreed. Proposals shall be exchanged by the parties at the second meeting unless agreed otherwise and shall in form and detail specify that to which agreement is sought in terms acceptable to the proponent without clarification or supplementation. The second meeting shall occur within one week of the first meeting, unless agreed otherwise. Thereafter, new proposals may not be submitted unless mutually agreed upon; provided, however, either party may reserve on making economic proposals until a later agreed date in negotiations. Topical listings, or so-called "laundry lists," shall constitute a failure to comply with this paragraph and shall be disregarded.

2.03 Negotiating Team

2.031 Neither party shall have any control over the selection of the negotiation representatives of the other party, nor shall the number of such representatives exceed eight (8) for either party. Except for the spokespersons, members of both negotiating teams will be persons employed by the Board. All negotiations shall be conducted exclusively between said teams.

2.032 While no final agreement shall be executed without ratification by YEA and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

2.04 Meetings

2.041 Negotiating meetings shall be conducted outside the regular workday, except as the parties may agree to meet during the regular workday.

2.042 Negotiating meetings shall be in executive session unless otherwise agreed upon by both parties.

2.043 Either party may be granted time for independent caucus at any time.

2.044 Meetings may be adjourned or recessed at the request of either party.

2.045 Until all negotiations are completed, each meeting shall include a decision on a time and place for the next subsequent meeting.

2.05 Reporting: While it is expected that the negotiating teams will keep their constituents informed of progress, every effort should be made to prevent the release of information from interfering with the negotiating process. No information will be released to the public about matters under negotiations without the approval of both Parties prior to achieving agreement or severing negotiations.

2.06 Power and Authority: It is recognized that the Board is charged with the responsibility of establishing policies for the school district and is guided by the existing and revised laws of the State of Ohio.

2.07 Agreement

2.071 Tentative Agreement: Tentative agreements shall be reduced to writing and signed by representatives designated by each party. However, such items shall not be considered as finally agreed upon unless and until agreement is reached upon all items being negotiated.

2.072 Ratification: When an agreement is reached, it shall then be made in writing and submitted for ratification to the YEA and then to the Board. When approved by both parties, it shall be entered into the official minutes of the Board. Upon ratification by both parties, two (2) copies of the final agreement shall be signed by designated representatives of both parties. The Board and the YEA each shall retain one (1) of the signed copies.

2.073 Term of Agreement: During the term of this Agreement, negotiations will not be reopened for the purpose of modifying the Agreement in any way unless provided for in the Agreement or unless agreed to by both Parties.

2.074 Employee Rights: The Board agrees not to negotiate with any individual, group, or organization purporting to represent employees, other than the YEA.

2.08 Disagreement

2.081 Mediation: At any time during negotiations and prior to the expiration of this Agreement, impasse may be declared by either Party, at which time a joint request shall be made to the Federal Mediation and Conciliation Service to provide a mediator to assist the Parties in reaching an agreement. Mediation shall begin as soon as the mediator can be available to the Parties and shall continue until the expiration of this Agreement and, if the parties mutually agree, may continue thereafter.

2.082 Costs of Mediation: Each Party shall bear its own costs incident to mediation and they shall share equally any direct costs charged by the mediation service, if any.

2.083 Fact-Finding: Either Party has the option to elect the ORC fact-finding process once the FMCS mediation process is concluded, if the Parties remain at impasse.

2.09 Employee Relations Meetings

2.091 Representatives of the Board and the YEA shall meet monthly at a time convenient to both parties, after the workday, for the purpose of reviewing the administration of this Agreement. These meetings are not intended for the purpose of negotiation or to bypass the grievance procedure. Each party will submit to the other, one day prior to the meeting, an agenda of the matters it wishes to discuss. Such meeting may be cancelled by either party.

2.092 YEA Committees: In each school, a YEA Committee shall be composed of five (5) employees. The YEA Building Representatives in each school shall constitute three (3) members of the Committee. Where there are not three (3) YEA Building Representatives in a school, the YEA members in that school shall select additional representatives to comprise those three (3) members. On a rotating basis among all other employees who volunteer in that school, each meeting shall be attended by two (2) additional employees. The committee may meet as needed, but not less frequently than monthly with the principal and/or an assistant principal for the purpose

of discussing the improvement of the school's operation in matters related to the curricula, student discipline, and other matters within the school that do not relate specifically to the administration of this Agreement. These meetings are not intended for the purpose of bypassing the grievance procedure. Such meetings may be postponed by either party or cancelled by mutual consent.

2.10 In-term Bargaining – Non E.S.E.A. Issues: If, during the term of the Agreement, in-term bargaining is required under Ohio Revised Code Section 4117.08, the parties shall meet and bargain. If the parties are unable to reach agreement during such in-term bargaining within fifteen (15) days of the first bargaining session, either party may submit the issue to expedited total package final offer binding arbitration in accordance with the procedures stated in Section 4.043(A) of this Agreement. If neither party invokes binding arbitration, the status quo shall be maintained and will not be subject to change during the remainder of the term of the Agreement nor the subject of future bargaining during the term of the Agreement.

Should a dispute arise over whether or not bargaining is required, the dispute shall be submitted to final and binding expedited arbitration under rules of the American Arbitration Association. The status quo shall be maintained pending the outcome of expedited arbitration.

This Section shall not apply to any matters specified by the terms of this Agreement. Such terms may not be modified without prior written agreement of the parties.

2.11 In-term Bargaining – E.S.E.A. Issues

2.111 If, during the term of the Agreement, the Board is required to implement an action(s)/decision(s)/grant provision(s) in order to comply with the Elementary and Secondary Education Act of 1965, as amended, 20 U.S.C. 6301 et seq. (2002), herein "E.S.E.A.", which is/are not addressed in the Agreement, then the Board shall meet with the YEA President to obtain Association input prior to taking any action which might affect wages, hours, terms and conditions of employment of employees. Furthermore, the Board and the Association shall bargain the affects of any such action/decision/grant provision(s).

2.112 If, during the term of the Agreement, the Board is required to implement an action(s)/decision(s)/grant provision(s) in order to comply with E.S.E.A. which is contrary to any provision in the Agreement, then the Board and the Association shall bargain change(s) to the Agreement.

2.113 If the parties are unable to reach tentative agreement during such in-term bargaining described in Section 2.111 or 2.112 of the Agreement within fifteen (15) days of the first bargaining session, either party may submit the issue(s) to expedited total package final offer binding arbitration in accordance with the procedures stated in Section 4.043 A. of this Agreement. No arbitration decision rendered pursuant to Section 2.11 of the Agreement may directly or indirectly cause the Board to be non-compliant, in whole or in part, with E.S.E.A. The initial bargaining session shall be held within five (5) days of the written notice to bargain submitted by either party.

2.114 Should a dispute arise over whether or not bargaining is required per Section 2.111 or 2.112 of the Agreement, the dispute shall be submitted to final and binding expedited arbitration under rules of the American Arbitration Association. The status quo shall be maintained pending the outcome of expedited arbitration.

2.12 Non-ESEA Grants

2.121 If, during the term of the Agreement, the Board wishes to make application for a non-ESEA grant that suggests the need for actions/decisions which is/are not addressed in the Agreement,

then the Board shall meet with the YEA President to obtain Association input on any matters which might affect wages, hours, terms and conditions of employment of employees prior to making application for said grant. If successful in obtaining the grant, the Board agrees to bargain the affects of any such action/decision with the Association.

2.122 If, prior to the term of the Agreement, the Board made application for a non-ESEA grant that suggests the need for actions/decisions which is/are not addressed in the Agreement, the Board shall provide the YEA President with a copy of or electronic access to such grant applications on or before June 30, 2003. If the Board is awarded such a grant, the Board shall meet with the YEA President to obtain Association input prior to taking any action which may affect wages, hours, terms and conditions of employment of employees. Furthermore, the Board and the Association shall bargain the affects of any such action/decision.

2.123 If, during the term of the Agreement, the Board expects to make application for a non-E.S.E.A.-related grant that suggests the need for actions/decisions which are contrary to any provision in the Agreement, then the Board shall meet with the YEA President to obtain Association input on any matters which might affect wages, hours, terms and conditions of employment of employees prior to making application for said grant. The Association may, but is not obligated to bargain with the Board any changes to the Agreement needed to ensure compliance with the grant.

2.124 If, prior to the term of the Agreement, the Board made application for a non-E.S.E.A.-related grant that suggests the need for actions/decisions which are contrary to any provision in the Agreement, the Board shall meet with the YEA President to obtain Association input prior to taking any action which may affect wages, hours, terms and conditions of employment of employees. The Association may, but is not obligated to bargain with the Board any changes to the Agreement needed to ensure compliance with the grant.

2.125 If the parties are unable to reach tentative agreement during such in-term bargaining described in Section 2.12 of the Agreement within fifteen (15) days of the first bargaining session, either party may submit the issue(s) to expedited total package final offer binding arbitration in accordance with the procedures stated in Section 4.043 A. of this Agreement. The initial bargaining session shall be held within five (5) days of the written notice to bargain submitted by either party.

2.126 Should a dispute arise over whether or not bargaining is required per Section 2.12 of the Agreement, the dispute shall be submitted to final and binding expedited arbitration under rules of the American Arbitration Association. The status quo shall be maintained pending the outcome of expedited arbitration.

ARTICLE III RIGHTS OF THE PARTIES

3.01 Management Rights: The parties recognize that unless the Board agrees otherwise in this Collective Bargaining Agreement, nothing shall impair the right and responsibility of the Board, and/or its designated representatives, to:

(1) Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;

(2) Direct, supervise, evaluate, or hire employees;

(3) Maintain and improve the efficiency and effectiveness of governmental operations;

(4) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

(5) Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;

(6) Determine the adequacy of the work force;

(7) Determine the overall mission of the employer as a unit of government;

(8) Effectively manage the work force;

(9) Take actions to carry out the mission of the public employer as a governmental unit.

The employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. A public employee or exclusive representative may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

3.02 YEA Rights

3.021 Exclusive Rights: The YEA shall have the sole and exclusive rights to:

A. Process grievances under this contract.

B. Represent employees and conduct the business of the YEA incident and necessary thereto.

C. Payroll deduction of dues, EPAC contributions, and fair share fees in accordance with the following procedure.

1. Upon written assignment authorization of the employee on forms provided by the YEA, the Board shall make the authorized deduction in equal amounts from each paycheck of the employee beginning with the third paycheck received during each school year and continuing through the paycheck received for the first payroll period ending in June of each year. YEA shall present such authorization to the Board Treasurer no later than ten (10) days prior to the issuance of the paycheck from which the first deduction is to occur. Such authorization shall continue in effect from year to year unless revoked by the employee before August 31 on a form provided by YEA. A copy of such revocation shall be provided both to the Board and to YEA.

2. The deductions shall be remitted to YEA on each pay date. The remittance, at YEA's option, may be made available for pickup at the Board office by designated YEA representatives or sent to the YEA by U. S. mail.

3. The deduction remittance shall be accompanied by a report showing the employee's name, Social Security number (unless the employee provides written notice to the district stating their objection to the release of this information within thirty (30) days of the effective date of this Agreement, or upon their acceptance of employment in the district) and amount of deduction.

4. The YEA shall give written notice to the Board Treasurer of any change in the amount of deduction at least fifteen workdays before such change is to be effective.

5. The balance of the authorized deduction or fair share fee shall be deducted from the final paycheck of an employee resigning his/her position, receiving a leave of absence, or terminating employment after the opening of school.

a. At least ten (10) days prior to issuing the final paycheck, the Treasurer's Office will provide written notice to the YEA that a bargaining unit member is leaving the district. Failure on the part of the YEA to provide all necessary information within five (5) days of the receipt of the written notification, including the total amount owed, shall absolve the district of any obligation hereunder.

D. Conduct meetings of YEA business before or after school, during the period of time when the students are not normally required to be in the schools, but the employees may be.

E. If permitted by federal statute or U.S. Postal regulations, the YEA mail will be deposited and picked up by the PONY at the YEA office if the YEA office is located within the geographic boundaries of the Youngstown City School District.

F. Use of school mailboxes.

G. Use of bulletin boards in schools.

H. The right to meet with new employees prior to the opening of the school year.

I. The right to hold conferences with the employees in the schools by either the YEA President or YEA President's designee during the conference period or lunch period.

J. Use, on school premises, upon notice to the immediate supervisor, school equipment, including typewriters, photocopying machines, audio-visual equipment, word processing equipment, and similar equipment, at all reasonable times during school hours, for employees at that school when such items are not otherwise in school use and provided that YEA be required to pay the reasonable cost of any consumable Board materials used in conjunction therewith.

K. Present brief announcements regarding official YEA business during faculty/staff meetings or, consistent with individual work location procedures determined by the immediate supervisor, by use of any public address/intercom system available at each work location.

L. Continue to be provided a copy of the full agenda, all supporting public documents for each agenda item, and minutes of each Board meeting, the same as that then provided to Board members for that respective meeting. Such information shall be provided to YEA on the same date it is provided to Board members.

M. YEA shall be provided a current bargaining unit roster, upon request, up to four (4) times annually. Such roster shall include the following information about each bargaining unit member, listed alphabetically by the member's name, home address, home telephone number, work location, job assignment, and Social Security number.

N. Upon request of YEA, an employee elected to a full-time OEA or NEA office will be granted an unpaid leave of absence to serve for the term of such office.

O. The YEA shall be provided with two (2) copies of all Board policies, rules, regulations and procedures and any subsequent amendments as they occur.

3.022 School Calendar: Before the school calendar is finalized by the Superintendent, the President of the YEA will be given a copy prior to its being presented to the Board for approval. The Superintendent will afford a conference to the President of the YEA prior to the calendar's presentment to the Board in order to listen to suggestions and comments from the YEA. The calendar for each school year shall conform with the provisions found in Appendix I of this Agreement.

3.023 Released Time for the YEA President:

A. The President of the YEA will be granted a leave of absence during the term of office. At the request of YEA, such leave shall be full-time or shall be equivalent to one-half (1/2) of the normal daily work assignment.

1. The President shall continue to be paid his/her annual salary as an employee according to the employee salary schedule and shall continue to receive the full fringe benefits afforded to him/her as an employee, all of which shall be paid by the Board

Nonetheless, during the actual time of such leave, the President shall be an employee of YEA.

2. The Board shall serve as the "Fiscal Agent" or "Payroll Agent" for the President's entire combined salary and fringe benefits. The YEA shall pay to the Board in advance on a quarterly basis the actual cost of the YEA President's salary and fringe benefits for either the one-half (1/2) time leave or the full-time leave as designated by the YEA.

3 Worker's Compensation, Unemployment Compensation, and any other costs, payroll taxes, or other liabilities arising from this leave arrangement shall be borne separately and proportionately by YEA and the Board as their interests and responsibilities may appear.

4. YEA shall hold harmless, defend and indemnify the Board and its agents from any claim or liability from any source and arising from the above described arrangement, and shall pay any judgment and reasonable attorney fees connected therewith provided that YEA approves the attorney to defend the Board and that such approval will not be unreasonably withheld.

B. The President of the YEA may conduct YEA business on school premises while classes are in session with the approval of the Superintendent. At any time other than the aforementioned, the President of the YEA may conduct YEA business with the approval of the principal when classes are not in session.

C. The President on such leave shall retain the full rights to which he/she would have been entitled had he/she continued in the performance of his/her duties in the district during the period of such leave and will be returned to the same assignment held prior to such leave. If the same position does not exist, he/she shall be assigned by seniority in accordance with Section 6.074 A.

D. If assignment to another position is necessary, he/she shall be notified prior to June 1.

3.024 Fair Share Fee: Any employee who is not a YEA member shall pay to the YEA a fair share fee as a condition of employment and in an amount equal to, but not to exceed, annual total affiliated dues paid by members of the YEA, but subject to the internal rebate procedure required by law.

3.0241 **Method of Payment:** The Board shall deduct the fair share fee from the paychecks of an employee who is not a member of the YEA. The deduction shall be in accordance with the relevant procedures specified in Section 3.021 C. of this Agreement. The deduction shall commence with the first paycheck issued after January 15 of each year unless the Board Treasurer receives written notice from YEA that a different date is legally required or that such employee has elected another method of payment. If the employee defaults in such other method of payment, the Board shall commence payroll deduction of the appropriate amount immediately upon written notice of such default to the Board Treasurer by YEA. Any such default shall not be cause for discharge or discipline of the employee by the Board.

3.0242 **New Employees:** The Board shall provide to each new employee at the time of employment a form on which the employee shall state whether the employee elects to become a member of YEA or to pay the fair share fee. YEA shall provide a supply of such forms to the Board.

3.0243 **Hold Harmless and Indemnification:** YEA shall indemnify and hold harmless the Board, its members, and its agents (Board) from and against any claim or liability that may arise out of, or by reason of, any action taken by the Board for the purpose of complying with this "Fair Share Fee" provision. YEA shall also pay any judgment or settlement achieved in such cases. The YEA shall provide the attorney to represent the Board and YEA in such action, provided that the Board approves the attorney and that such approval will not be unreasonably withheld; provided that the Board gives YEA written notice within ten (10) days of the Board receiving written notice of any claim made or action filed against the Board by a non-member for which the indemnification is claimed; provided:

1. The Board agrees to (a) give full and complete cooperation and assistance to the YEA and its counsel at all levels of the proceeding, (b) permit the YEA or its affiliated organizations to intervene as a party if it so desires, and/or (c) to not oppose the YEA or its affiliated organizations' application to file briefs amicus curiae in the action;

2. The action brought against the Board must be a direct consequence of the Board's good faith compliance with the fair share fee contract provision provided, however, that there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to a court order) or misapplies the fair share fee contract provision.

3.025 YEA Business Leave

A. Upon written authorization to the Superintendent by the YEA President, an employee shall be granted leave with pay and without loss of other leave for the purpose of attending Representative Assemblies, conferences, workshops, and/or other meetings of the Ohio Education Association and the National Education Association, not to exceed forty (40) workdays in the aggregate per school year. The YEA and its officers recognize and agree that this privilege should not be abused. Additional such leave for incidental YEA business use shall be granted upon such authorization, provided that YEA shall reimburse the Board for the cost of any substitute employee required for the absence, not to exceed thirty-eight (38) workdays in the aggregate per school year.

B. At the request of YEA, a member in addition to the President shall be granted a leave of absence in accordance with the provisions of Section 3.023 A. 2.

ARTICLE IV GRIEVANCE PROCEDURE

4.01 Purpose: The primary purpose of this procedure is to secure, at the lowest possible level, solutions to grievances.

4.02 Definitions

4.021 A grievance is an alleged violation, misinterpretation, or misapplication of any provision of this Agreement.

4.022 A grievant is the employee for whom relief is sought through the grievance. YEA also may be a grievant and file grievances as a representative of a grievant(s).

4.03 Time Limits

4.031 The number of days indicated at each step is considered a maximum. The time limits specified may, however, be extended by written agreement of the parties in interest.

4.032 If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance will be deemed settled on the basis of the disposition at that step and further appeal shall be barred.

4.033 In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, all parties shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

4.034 During the summer recess, "workday" shall mean a day on which the central administration offices are open.

4.035 Whenever illness, other incapacity, or reasonable unavailability of either party or its representatives prevents attendance at a grievance meeting, the time limit for such meeting shall be extended to a date when such persons can be present. When grievance meetings and conferences are held during working hours, any employee whose presence is required shall be able to attend without loss of pay or accumulated leave.

4.036 If the grievance involves more than one (1) work location or a group or class of employees and the immediate supervisor is without authority to grant the relief sought; or arises from the action or inaction of an administrator above the level of the immediate supervisor, it may be filed initially with the Superintendent at Step 2 of the grievance procedure and the informal discussion may be waived by mutual agreement of the parties.

4.037 Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

4.04 Procedure: The grievant will first discuss the problem with his/her immediate supervisor, with the objective of resolving the matter informally.

4.041 Step 1: If this informal discussion does not resolve the grievance, the grievant may file a written grievance with the immediate supervisor within thirty (30) workdays of the occurrence of the event or condition which affects the employee or the grievance is barred. The Grievance Form as set forth in Appendix A of this Agreement shall contain a concise statement of the facts upon which the grievance is based and a reference to the specific provision of the Agreement

allegedly violated, misinterpreted, or misapplied. A copy of the grievance shall be forwarded to the Superintendent at the same time it is filed with the immediate supervisor.

A copy of the disposition of the grievance by the immediate supervisor shall be forwarded to the YEA, if YEA is not the grievant, at the same time it is filed with the grievant.

4.042 Step 2: If the YEA is not satisfied with the disposition of the grievance at Step 1 or if no decision has been rendered within ten (10) workdays of receipt of the grievance by the immediate supervisor, an appeal may be made in writing to the Superintendent within five (5) workdays of the receipt of the disposition at Step 1 or the expiration of the time limit. Such appeal shall indicate whether a hearing shall be scheduled. The Superintendent shall render a decision or conduct a hearing on the appealed grievance within ten (10) workdays. The Superintendent shall have five (5) workdays from the date of the hearing or, if no hearing is requested, from the date of receipt of the grievance to render a decision. The decision and reasons for the decision shall be reduced to writing and copies sent to the YEA.

4.043 Step 3: If the grievance is not resolved at Step 2, or if no disposition has been made within the specified time limit, the YEA may submit the grievance to arbitration before an impartial arbitrator, provided the notice of intent thereof is submitted to the Superintendent within twenty (20) workdays of receipt of the decision at Step 2. The arbitrator shall be chosen by a representative of the Superintendent and a representative of the YEA.

A. If the parties are unable to mutually choose an arbitrator within seven (7) workdays from the Superintendent's receipt of the notice of intent to proceed to arbitration, the YEA shall request the assistance of the AAA or FMCS as herein provided to select an arbitrator. The selection of the arbitrator shall be made from a list of nine (9) arbitrators provided to the parties by the American Arbitration Association (AAA). The parties may by mutual agreement, however, use the Federal Mediation and Conciliation Services (FMCS) to administer the selection of an arbitrator from a list of nine (9) arbitrators.

B. Selection of the arbitrator shall be by the preferred selection method of AAA or FMCS, or if the parties mutually agree, the alternate strike method, with the order of striking determined by the flip of a coin.

C. All hearings shall be conducted under the applicable Voluntary Labor Arbitration Rules of the American Arbitration Association or the FMCS.

D. The decision of the arbitrator shall be final and binding on all parties unless contrary to law.

E. The cost in the selection and use of the arbitrator shall be shared equally by the Board and the YEA. Each party shall be responsible for any other expense it chooses to incur.

4.05 Transmitting Written Grievances and Notices

4.051 Forwarding of written grievances, notice of hearings, or disposition of grievances may be mailed, emailed or hand delivered. It shall be the responsibility of the aggrieved person or the responsible administrator to assume delivery of written notices within the specified time period.

4.052 It shall be the responsibility of the aggrieved person to share notice of his/her hearing with person(s) of his/her choice.

4.06 Miscellaneous

4.061 Every effort will be made to avoid the involvement of students in all phases of the grievance procedure, and there shall be no interruption of classroom activities in the course of these proceedings.

4.062 All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

4.063 Nothing contained herein will deprive any employee of any legal right which he/she presently has, provided that if an employee elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this Grievance Procedure. Said condition shall not apply in the event that a judge orders the parties to use this grievance procedure to resolve a contractual dispute.

4.064 In the course of investigation of any grievance, representatives of the YEA will report to the principal of the building being visited, or to the person to whom visitors report normally, and state the purpose of the visit immediately upon arrival.

4.065 Representation: Both parties shall have the right to representation at any proceeding described in this Article, provided that representation at the informal discussion shall be permitted if desired by the grievant.

ARTICLE V LEAVES OF ABSENCE

5.01 General Provisions

5.011 Restriction on Other Employment: Employees on any type of leave provided for in Article V of this Agreement, except Exchange or Foreign Teaching, Extended and/or Temporary Military Service, or Leave provided in Section 3.023 and 3.025 of the Agreement shall not be employed with any other employer during the term of such leave. Failure to comply with this limitation shall result in the leave being immediately revoked by the Board.

5.012 Authorized Leave: An employee may be properly absent from duty with pay (partial or full) or without pay as provided by this Agreement and within the provisions of the law governing such absences, or as authorized by the Board or by the Superintendent. An employee on leave of absence without pay is not considered an active employee, nor is the person entitled to accumulate or use sick leave, to have contributions made on his/her behalf to the State Retirement System(s), or to enjoy other rights, benefits or privileges accorded to an active employee, unless otherwise hereinafter specified. Leaves of absence will be authorized by the Board only upon the recommendation of the Superintendent and in accordance with this Agreement, Board policies, administrative rules and regulations, and the provisions of the Ohio Revised Code governing such leaves.

5.013 Unauthorized Use of Leave; Falsification of Leave Documents: Absence from duty not authorized by the Board or by the Superintendent under this Agreement and/or the law governing absence of employees shall be considered unauthorized absence. A leave of absence shall be used essentially and primarily for the purpose stated by the employee in the application which was approved by the Superintendent and for which the leave was granted by the Board, unless alteration of approved plans or purposes of the leave by the employee has been approved by the Superintendent. Such unauthorized absence, unapproved alteration of plans or purposes of the leave, or falsification of leave documents or physician's certificates may be considered a breach of contract and grounds for disciplinary action.

5.014 Application for Leave Without Pay: The application for a leave of absence, or an extension or renewal thereof, must be made in writing to the Superintendent, stating the purpose and duration of the proposed leave and must be accompanied by supporting statements concerning the need for or desirability of said leave. Requests for leave of absence for professional study, exchange, or foreign teaching, or for professional service or research must be submitted no later than July 10.

5.015 Certificate of Absence with Pay: The employee and immediate supervisor shall certify to the Superintendent the cause of the employee's absence with pay. Such certification shall also constitute a request by the employee for authorization of absence. Approval by the Superintendent of such request shall constitute an authorization of absence from duty.

5.016 Conditions and Assignment Upon Return From Leave:
Employees returning from leave shall resume the contract status (limited or continuing) held prior to the leave and terms and conditions of employment shall be as set forth in this Agreement. Employees returning from short-term leaves such as personal leave or professional visiting days, shall return to the same position held at the time the employee's leave commenced. Additionally, employees returning from sick leave shall return to the same position held at the time the employee's leave commenced. Employees returning from assault leave, jury duty/subpoena leave, FMLA leave and parental, sabbatical, exchange/foreign teaching leave, leave for illness, or professional improvement leave if the return is during the same school year in which the leave commenced, shall return to the same position held at the time the employee's leave commenced unless the position has been eliminated in accordance with 6.09 of this Agreement, in which case the employee shall return to an equivalent position for which the employee is certified. If the employee is returning to an equivalent position and more than one position is vacant at the time of the employee's return, the employee shall select from available equivalent positions in accordance with 6.074 of this Agreement.

Employees returning from sabbatical leave, parental leave, exchange/foreign teaching leave, leave for illness, or professional improvement leave in a school year succeeding the year in which the leave commenced shall be returned to either the same position held at the time the employee's leave commenced if available, or to an equivalent position for which the employee is certified. If the employee is returning to an equivalent position and more than one position is vacant at the time of the employee's return, the employee shall select from available equivalent positions in accordance with 6.074 of this Agreement.

A position shall be available for any employee returning from a leave of absence providing that, for a leave of a pre-determined duration (sabbatical, professional improvement, parental, etc.) the employee returns at the pre-determined time and providing the employee has not been placed on the recall list pursuant to 6.09 of this Agreement.

Any employee on an unpaid leave of absence shall be permitted to pay insurance premiums or contribute to the State Teachers' Retirement System, as may be permitted by law.

5.017 Early Return from Leave: An employee desiring to return to active duty before the expiration of the leave of absence shall be granted such return effective when and if a vacancy exists for which the employee is certified.

5.018 Reporting Off Duty; Notification in Case of Absence: In case it is necessary for an employee to be absent from duty, the employee shall notify his/her immediate supervisor via the automated call-off system as soon as the necessity for such absence has been determined or as soon thereafter as possible. The employee shall follow established procedure for notification in case of absence.

A. For each day an employee will be absent from duty, the automated call-off system shall be notified not later than 7:00 a.m. In the event the automated call-off system cannot be reached by 7:00 a.m., the Personnel Office shall be notified between 7:00 a.m. and 7:30 a.m.

B. An employee expecting to return to duty following absence shall advise the immediate supervisor to this effect as soon as the time of return is definitely known before the end of the employee workday the day before the employee plans to return. In the case of weekends or vacation periods, the immediate supervisor shall be notified of the employee's intent to return to duty no later than 6:00 p.m. of the day preceding the day of return. However, if the employee does not know before the end of his/her workday or by 6:00 p.m. of the weekend day or vacation day preceding the day of return that he/she will be returning the next day, but later determines that he/she can return, then the employee shall notify the Personnel Office by leaving a message on its telephone answering machine (744-6929) no later than 6:00 a.m. of the day of return. In the event an employee has indicated an absence in excess of one (1) day and is able to return to duty earlier than expected, the employee must notify his/her immediate supervisor, or the Personnel Office, no later than 6:00 a.m. of the day of return. An employee who does not leave a message on the telephone answering machine by 6:00 a.m. of the day of the return may be sent home and continued on leave until the next workday.

5.019 Leave for Part-time Employees: In the use of any leave of absence, each day of leave for part-time employees shall be restricted to the length of the employee's workday the day for which such leave was used.

Salary increments will be granted only if the employee has been on active payroll status for one hundred twenty (120) workdays during the school year in which a leave of absence was taken, and for any year in which a sabbatical, exchange/foreign teaching leave, or professional improvement leave was taken providing the employee provides evidence of completion of the purpose for which the leave was granted.

5.02 Sick Leave

5.021 Sick Leave Entitlement

A. Full-time employees shall accrue to their credit, fifteen (15) days of sick leave for each year under contract which shall be credited at the rate of one and one-fourth (1-1/4) days per month.

B. Sick leave for a part-time employee shall be credited at the rate of .0819 hours of sick leave for each hour actually worked (ORC 3319.141).

5.022 Transfer of Sick Leave Credit: The previously accumulated sick leave of an employee who has been separated from public service or who transfers to Board employment from another public agency shall be placed to his/her credit upon employment by the Board, provided that such employment takes place within ten (10) years of the date of the last termination from public service or transfer. Such credit shall not exceed the maximum of the sick leave accumulation permitted by the Board (ORC 3319.141).

5.023 Sick Leave Accumulation: An employee's sick leave accumulation shall be calculated from the employee's first day of service with the Board and shall reflect any sick leave that is transferable from prior public employment as set forth in ORC 3319.141 and Section 5.022 of this Agreement. The maximum sick leave accumulation for full-time employees shall be two hundred seventy-five (275) days and for part-time employees the equivalent thereof in hours (i.e., the normal hours worked per day times 275). Unused personal reasons leave days (Section 5.03)

shall accrue as sick leave at the end of each school year, and such days may accumulate beyond the maximum sick leave accumulation of two hundred seventy-five (275) days.

A. On or about September 15 of each academic year, the Treasurer will provide all employees with a written statement verifying the total number of accumulated sick leave and unused personal leave days credited to the employee as of the last day of June.

5.024 Sick Leave Advance

A. New full-time employees and employees who have exhausted all earned sick leave shall be advanced a minimum of five (5) days sick leave on their first day of service or upon exhaustion of earned sick leave, which five (5) days shall not be increased until all shall have been earned as provided above.

B. Upon the first day of service, a new part-time employee shall be credited with a minimum of one-third (1/3) of the potential total accumulation of sick leave hours for the school year, which amount shall not be increased until all shall have been earned as provided above.

5.025 Sick Leave Use: Sick leave may be used by all employees for those reasons and situations enumerated in the State Statute (3319.141 ORC). Employees may use sick leave, upon approval of the responsible administrative officer, for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees or school children, for illness, injury or death in the employee's immediate family as provided for in Section 3319.141 ORC. Benefits under the sick leave allowance may be claimed only for the time that the employee would normally have been on duty.

5.026 Death in the Immediate Family: Absence because of death in the immediate family is allowed without loss of pay. The deceased must have been a blood relative or other person who by marriage, adoption, or otherwise was in sufficiently close relationship to the employee to be considered a member of the immediate family. A shorter period of absence may be approved by the designated administrative officer if the relationship is sufficiently close to justify such absence.

5.027 Definition of Immediate Family: As applied to absence because of illness, injury or death in the immediate family, "immediate family" is interpreted to include the employee's or spouse's child, sibling, parent, or grandparent, any blood relative living in the same household as the employee, any other person for whom the employee or spouse has primary legal responsibility; and, in the case of death only, aunt or uncle.

5.028 Certificate of Absence

A. No later than the second workday after the employee returns to work, the employee shall submit a statement (furnished by the Board) justifying use of sick leave for personal illness or injury (Section 3319.141 ORC). A certificate may be required from the attending physician or other qualified practitioner, indicating the employee's inability to work, if the absence exceeds three (3) consecutive workdays. When such absence exceeds three (3) consecutive workdays, a similar statement may be required prior to return to duty indicating the employee's ability to perform the required services. When the Board requires the employee to obtain a medical statement from a physician other than his own or the attending physician, the Board agrees to assume the cost of obtaining such statement.

B. The certificate shall be signed only by the employee and shall authorize his/her physician(s) to release, upon request, to the Superintendent, only such information as is

necessary to justify the absence and/or the physical or mental recovery necessary to resume his/her duties.

C. An employee who is required to remain away from his assignment due to medical quarantine must present a certified statement from the attending or school physician covering the entire period of absence.

5.029 Exhaustion of Sick Leave: In cases where accumulated sick leave is exhausted and the employee is unable to return to his/her regular assignment:

A. The Board shall continue to provide Board-provided insurances as set forth in this Agreement for up to one (1) year after the sick leave accumulation is exhausted, the employee is employed elsewhere, or until the employee is accepted into the State Teachers Retirement Systems (STRS) Disability Retirement Fund, whichever occurs first. However, the employee must request a leave of absence upon the exhaustion of sick leave or the absence subsequent to such exhaustion shall be considered as an unauthorized absence.

1. Should the employee fail to enter the STRS Disability Retirement Fund prior to the Board-provided insurances expiring, the employee shall be entitled to a continuation of the insurances under the COBRA rules and regulations in existences at that time.

B. In the event the employee is unable to return at the beginning of the next school year due to physical or mental disability, the employee shall automatically be placed on leave of absence for illness. In such cases, all Board policies, rules and regulations covering leaves of absence shall apply.

5.03 Absence for Personal Reasons

5.031 Personal Leave with Pay: An employee may be absent for personal reasons without loss of pay not more than three (3) days in any one (1) school year. An employee shall not be required nor requested to give a reason for the use of such leave, except that the leave is for "personal reasons."

5.032 Requests; Limit on Certain Days: Appropriate written request shall be submitted to the Superintendent at least three (3) days prior to the day of the requested leave (except where the three-day notice is not possible). The use of personal leave for a Monday, a Friday, the day before or after a holiday, or any day in the months of May and June shall be limited to the first twenty (20) employee requests received by the Superintendent. The date, time, and order of receipt shall be recorded on such requests. Any request received after these twenty (20) will require the approval of the Superintendent.

5.033 Legal Compliance: The Board shall agree to abide by the Ohio Revised Code with respect to the charge of personal leave against sick leave accumulation.

5.034 Personal Leave Without Pay: An employee may be granted, upon written request to the Superintendent, personal leave, without pay, for reasons not provided elsewhere in this Agreement. The employee shall be required to provide reasons for the leave.

5.04 Worker's Compensation Leaves of Absence

5.041 Worker's Compensation Injury

A. Whenever an employee is absent from work as a result of a physical injury which allegedly occurred in the course and arising out of the employee's employment, the Board will continue

payment of wages in accordance with the guidelines of the Bureau of Worker's Compensations (BWC) Salary Continuation Policy (Jan. 1, 2003). Payment under this provision will continue for a period not to exceed six (6) weeks (or until released by the claimant's physician, whichever event comes first) to allow for BWC claim review and investigation. If BWC certifies the claim, salary continuation will continue for a period not to exceed fifteen (15) weeks (75 working days) or until the employee is released to return to work, whichever event comes first. If the period of disability extends beyond fifteen (15) weeks (75 working days), the Board may extend the Salary Continuation Program at its option, based upon the physician's indication of a projected return to work date for the employee. If the Board elects not to continue the Salary Continuation Program, the employee may file for temporary total disability benefits with the BWC. The Board will report to the BWC the number of weeks of salary continuation paid in lieu of benefits under workers compensation. Documentation from the physician of record indicating disability from work must be presented prior to the payment of wages through the Salary Continuation Program.

B. Except as provided in Section 5.042 A., if BWC and/or Industrial Commission fail to certify the claim, the days for which the employee was paid under this provision will be charged to sick leave or other paid leave provisions for which the employee is eligible. If available paid leaves are exhausted, then the Board will negotiate the terms of repayment of any overpayment of salary. Repayment shall be accomplished through the normal payroll process by reducing biweekly pay by the negotiated amount for the time period agreed upon, but which shall not exceed twenty-six (26) pays.

C. Falsification by the employee of a Worker's Compensation claim, Board report of injury, or a physician's certificate is grounds for discipline, up to and including suspension or termination of employment.

5.042 Assault Leave

A. As a result of an assault arising in the scope of employment, an employee shall be maintained on full pay status for a period of absence up to seven (7) work days. If the employee is still unable to resume his/her duties after the initial seven (7) work days, he/she shall be granted Salary Continuation during the period of time the employee is temporarily unable to perform his/her duties; however, such Salary Continuation shall not exceed the lesser of:

1. The duration of the inability to perform his/her duties as determined (certified) by the employee's physician; or

2. One hundred eighty-four (184) work days.

B. The employee must first file a report of injury with BWC in order to receive benefits under this provision. Furthermore, the employee must complete all accident forms reasonably required by the Board, furnish a signed statement on forms prescribed by the Board, and furnish physician report(s) to justify the use of Assault Leave. If medical attention is required, a certificate from a licensed physician, stating the nature of the physical injury/disability and the estimated duration of incapacity shall be required before Assault Leave can be approved for payment.

C. Payment for absences due to assault in excess of the initial seven (7) work days will be in accordance with the Board of Education's Salary Continuation Program as described in Section 5.041 A. of the Agreement. Assuming BWC certifies the claim, the Salary Continuation Program will continue for a total of one hundred eighty-four (184) working days (inclusive of the initial seven (7) days), or until the employee is released to return to work, whichever event comes first. If the period of incapacity extends beyond one hundred eighty-four (184) working days, the Board may extend the Salary Continuation Program at its option, based on the physician's indication of a

projected return to work date for the employee. If the Board elects not to continue the Salary Continuation Program, the employee may file for temporary total disability benefits.

5.043 Extended Absence on Worker's Compensation/ Assault Leave: When an employee sustains a work related injury which results in lost time, he/she will continue to accrue for a period of one hundred eighty-four (184) working days from the first day of such absence sick leave, longevity on the salary schedule, and such insurances as the Board provides. If the absence exceeds one hundred eighty-four (184) working days, the employee will be considered unassigned and his/her position will be declared vacant and open for bid in accordance with Section 6.072 B. of the Agreement. The employee shall retain his/her right to return to employment in an available position, per Section 6.076 of the Agreement, once released from Worker's Compensation.

5.044 Termination of the Salary Continuation Program

A. Payments under the Salary Continuation Program will terminate as follows:

1. Upon certification by the physician of record that the employee may return to work; or

2. Upon certification by the physician of record that maximum medical improvement has been achieved and the employee is still unable to return to work; or

3. Upon the injured employee's acceptance by STRS for a disability retirement benefit; or

4. Upon the determination by the injured employee's physician of record that the employee has reached maximum medical improvement and that the conditions are permanent without a release to return back to former employment; or

5. Upon the continued failure of the injured employee to adhere to the treatment program prescribed by the physician of record; or

6. Upon the continued failure of the injured employee to respond to periodic requests from the Board for information and status reports; or

7. Termination of employment of the employee with the Board; or

8. Failure of the injured employee to participate in the Transitional Work Program, provided the injured employee receives an advance written notification pursuant to the rules and regulations of BWC and the Industrial Commission of a job offer that is within his/her limitations.

5.045 Worker's Compensation Transitional Work Program

A. The Board has implemented a Transitional Work Program in accordance with BWC guidelines and regulations. If an injured employee is certified by the physician of record able to return to light duty, or partial duty, that employee will participate in the Board's Transitional Work Program.

Injured workers who agree to participate in the Transitional Work Program will be placed in positions within their job classification that meet the restrictions outlined by the physician of record. The employee will be provided with a detailed explanation of the requirements of the suggested placement. The employee will take those requirements to the physician of record for review. Provided the physician of record approves of the placement, the employee must accept the position.

B. During a period of total disability from employment due to a work-related injury, the employee will be paid his/her full wages according to the Salary Continuation Program for a period of fifteen (15) weeks (75 working days). If at any time during the fifteen (15) week period the employee's physician of record recommends vocational rehabilitation as part of the treatment plan, the injured employee will begin to participate in Vocational Rehabilitation Services. Upon the enrollment in the Vocational Rehabilitation Services and the BWC begins to compensate the employee with Living Maintenance for a period not to exceed thirteen (13) weeks, Salary Continuation which was previously being paid by the Youngstown Board of Education to the temporarily disabled employee will terminate. During the injured employee's participation in Vocational Rehabilitation, the employee will receive Living Maintenance Compensation which is paid by the BWC. If the Living Maintenance Compensation is paid at a lower rate than the employee's regular contract rate, the Youngstown Board of Education will supplement the difference between the Living Maintenance Compensation and the injured employee's regular contract rate and pay the injured employee the difference through Salary Continuation. By doing so, the injured worker's regular contract rate of pay is not decreased due to his/her participation in Vocational Rehabilitation Services. If at any time during the employee's participation in Vocational Rehabilitation the physician of record certifies that the employee is medically unstable to continue in the program or that he/she will not reach a treatment plateau that will allow a return to work, the payment of lost wages through Living Maintenance will terminate and the employee will begin to once again receive Salary Continuation for a period of fifteen (15) weeks (75 working days) or until the employee is released to return to work.

If the physician of record does not agree with participation in Vocational Rehabilitation as part of the treatment plan, the injured employee will continue to receive Salary Continuation paid by the Youngstown Board of Education. Salary Continuation will continue to be paid to the injured employee until he/she meets the following criteria: (1) release by the physician of record of return to work through the Transitional Work Program; (2) subsequent approval of physician of record to participate in Vocational Rehabilitation Services; (3) physician of record determines employee reaches maximum medical improvement.

If at any time during the initial six (6) week period of disability the employee is released to return to light duty work, the employee will participate in Vocational Rehabilitation Services and return to work through the Transitional Work Program per the BWC/Industrial Commission rules and regulations. While participating in Vocational Rehabilitation Services and returning to work through the Transitional Work Program, the employee will be paid his/her regular contract rate.

5.05 Absence for Professional Visiting Days

5.051 Eligibility: Absences may be authorized by the Superintendent to permit an employee to visit another school or to attend local, district, state, national, or international meetings or conferences of a professional nature. Authorization for such absence shall be obtained at least three (3) weeks prior to the absence on the Request for Paid Absence form set forth in Appendix C of this Agreement. It is understood that participation in such activity may not necessitate an absence in all cases. In cases where all requests for such leave are not authorized for a specific activity, preference shall be given to the employee who has not been granted such leave previously for that activity.

5.052 Restrictions: School visitation should be an end in itself. It should not be arranged in order to facilitate attendance at meetings or activities which would not be authorized otherwise.

A. Before submitting such a request, the employee should obtain approval of the Superintendent or principal of the school to be visited. The name of the official confirming such

arrangements and the date of such confirmation should be noted on the request together with a general statement of the purpose of the visitation.

B. The principal's signature on a request shall be presumed to indicate his/her knowledge and approval of the arrangements for the proposed visit.

5.053 Reimbursement for Expenses: Expenses incurred in a professional visitation or in attending a professional meeting or a conference and that have been recommended by the Superintendent and authorized by the Board shall be reimbursed to the employee or paid directly, in accordance with Board Policy.

5.06 Absence for Jury Duty or Under Subpoena: An employee who is absent from duty for jury service or to serve as a witness under subpoena shall be granted leave without loss of pay or other leave for such service. An employee shall be required to remit to the Board any fee, expense, or other compensation received for service as a juror or witness. The employee shall be required to submit to the Board a copy of the jury summons or subpoena as verification of the leave.

5.07 Sabbatical Leave

5.071 Eligibility: Any employee who has completed five (5) or more years of service in the district may be granted a leave of absence with pay for professional improvement for no longer than one (1) year, provided, however, such partial pay will not be in excess of the difference between the employee's expected salary and the cost of the substitute that is hired to replace him (3319.131 ORC).

5.072 Application for Leave: Application for sabbatical leave for professional study, research or professional improvement must be made at least sixty (60) days prior to the beginning of such leave. The applicant must be notified of the decision of the Board within thirty (30) days of receipt of the request. The application for such leave of absence must be accompanied by an outline of the program of study or research to be pursued, or the proposals for professional improvement.

A. The YEA shall appoint three (3) representatives to serve with three (3) administrators on a Sabbatical Leave Committee responsible for the final decision.

B. Applications will be made to the Superintendent. The applicant will submit plans for the use of the Sabbatical Leave and will meet all other requirements as established by the Sabbatical Leave Committee. This Committee shall ask the applicant's supervisor and/or principal to react to the proposed plan of study.

5.073 Approval of Leave Requests; Conditions of Sabbatical Leave

A. Generally, it is intended that study and other proposals for professional improvements will include a full graduate load and will lead to completion of a degree in the employee's field or area of professional service or to certification in a bargaining unit position.

B. While on such leave, the employee shall submit periodic transcripts of any and all course work completed during the leave and for which the leave was granted. Such transcripts shall be submitted at the end of each academic quarter or semester.

C. The Board, upon the recommendation of the Superintendent, shall grant a minimum of two (2) such leaves to employees selected by the Sabbatical Leave Committee. The maximum

number of leaves which may be granted in any one (1) year shall be equal to one percent (1%) of the total number of employees.

D. Sabbatical Leave for professional improvement will not be granted to any employee more often than once for every five (5) consecutive years of service nor will leave be granted a second time to the same individual when other employees in sufficient numbers to fill the quota for the period have filed a request for and are awaiting such leave.

E. All employees will, as a condition of approval for leave of absence for professional growth sign a written agreement to return to service in the district for a period of at least one (1) year immediately following satisfactory completion of the program for professional improvement within the specified period, or to refund to the Board all of the partial pay received during that period of leave.

F. The refund requirement will not apply in case of death of the employee while on leave; in cases of illness or injury, the obligation will be deferred until the employee can resume his/her employment. Refund of pay received on leave may also be required if the employee fails to complete satisfactorily the program of professional improvement. Obligations arising under the Agreement will be deferred if the employee is granted a leave of absence under other provisions of this Agreement immediately following a leave of absence for professional improvement, or if other types of leave are granted prior to completion of the required year of service, such deferment not to extend beyond the other types of leave plus one (1) year.

5.08 Parental Leave

5.081 Eligibility: Parental leave shall be granted, upon request, without pay, for a full school year or part of the school year in which it is requested for the purpose of pregnancy, adoption of a child, or child care (pregnant employees may use sick leave, leave of absence or FMLA leave as requested by the employee, prior to the commencement of parental leave). Parental leave for purposes of adoption or child care shall extend for the balance of the school year in which leave is requested. Parental leave may be renewed for up to an additional two school years providing the employee notifies the Director of Human Resources on or before April 15th of any year in which the employee is presently on parental leave or by August 1st if the employee is not on parental leave as of April 15th. Renewals of parental leave shall be for a full school year unless earlier terminated in accordance with Section 5.017 of the Agreement, Early Return from Leave. This leave, upon request of the employee, shall be extended for up to two (2) additional school years 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.

The birth or adoption of an additional child during the period of an employee's parental leave or renewal thereof, shall not entitle the employee to any extension beyond the three (3) year maximum parental leave identified herein. Any further leave shall be granted only after the employee has returned to work.

5.082 Application: Request for a parental leave shall be made in writing to the Superintendent not later than thirty (30) days prior to the effective date for such leave and such request shall state the expected duration of the leave. When the request is from an employee who is pregnant, it shall be accompanied by a statement from the attending physician giving the expected date of delivery. In the case of unexpected circumstances, the notice requirement of thirty (30) days may be reduced or waived. In extraordinary circumstances such as death of the baby or illness of the mother, a request for parental leave may be withdrawn before the start of the leave.

5.083 Salary Credit: Salary increments will be granted only if the employee has been on active payroll status for one hundred twenty (120) workdays during the school year.

5.09 Leaves for Illness

5.091 Eligibility

A. Leaves of absence shall be granted for a period not to exceed two (2) years where personal illness or other disability is the reason for the request. The employee shall forward with his/her request a statement from his/her physician certifying that the employee is physically or emotionally unable to fulfill his/her duties with the Board. Upon renewal of the physician's certification, such a leave may be renewed once only for not more than one (1) year.

B. Without request, the Board may grant a similar leave of absence and renewals thereof to any employee because of physical or mental disability, but such employee may have a hearing in accordance with Section 4.043 of the Agreement to determine if good and just cause exists on such unrequested absence or its renewal.

C. A leave of absence may be granted to an employee when the health or treatment of a member of his/her immediate family requires it. A physician's statement certifying this condition shall accompany the request. Such leaves shall be for not more than one (1) year, and shall not be renewable.

5.092 Employment Status: Any employee granted disability retirement shall, for the first five (5) years of disability retirement, be considered on leave of absence for personal illness.

5.10 Leaves for Exchange or Foreign Teaching

5.101 Eligibility: After three (3) or more consecutive years of contractual service in the district, leaves of absence will be granted for teaching outside the continental United States or in an approved teacher-exchange program upon the recommendation of the Superintendent and the approval of the Board.

5.102 Restrictions: Such leaves shall be for one (1) year and are not renewable, except that a two (2) year leave of absence may be granted for foreign service in the Peace Corps.

5.103 Reinstatement: Such employee shall receive the annual increments for the years he/she is absent. Requests for reinstatement from such leave shall be made in accordance with Section 5.016 of the Agreement.

5.11 Leaves for Professional Improvement: Upon request by an employee, a leave of absence for not more than one (1) year will be granted upon the recommendation of the Superintendent and the approval of the Board for the purpose of professional improvement.

5.12 Leaves for Extended Military Service

5.121 Eligibility: An indefinite leave of absence shall be granted to an employee who leaves the employ of the Board to serve in the armed forces of the United States. The employee shall request termination of such leave in writing to the Superintendent at least thirty (30) days prior to the desired reinstatement date.

5.122 Reinstatement

A. Employees discharged under honorable conditions shall resume the contract status held prior to entering military service, subject to passing a physical examination (3319.14 ORC). Such contract status shall begin at the beginning of the school semester following return from the armed service.

B. Upon reinstatement, such employees shall receive credit on the salary schedule for time spent in the military service in accordance with Ohio Statute (3319.14 ORC).

5.13 Absence for Temporary Military Service

5.131 Eligibility: The requirements of ORC 5923.05 shall apply to leaves for temporary military service.

5.132 Application: A copy of the order shall be attached to the request for such absence on the prescribed form.

5.14 Sick Leave Bank: A sick leave bank, hereinafter referred to as "Bank", shall be established for bargaining unit members. Participation in the Bank shall be voluntary. The Bank shall remain in existence provided that fifty percent (50%) of the bargaining unit members volunteer to participate, and shall be governed by the following procedures:

5.141 Any bargaining unit member with five (5) or more days of accrued unused sick leave (or the proportionate equivalent for part-time bargaining unit members) may elect to join the Bank by contributing one (1) day of his/her accumulated sick leave during the enrollment period.

5.1411 The requirement of having five (5) or more days of accrued unused sick leave shall be reduced to two and one-half (2.5) days of accrued unused sick leave for newly hired bargaining unit members, provided they enroll in the Bank during their first available enrollment period.

5.1412 Enrollment periods shall be from August 20 through September 30 of each school year.

5.1413 Newly hired bargaining unit members may elect to join the Bank during the month of January, or if hired after the start of the school year, during their fifth (5th) full month of employment in the district, by contributing one (1) day of his/her accumulated sick leave during the enrollment period.

5.1414 Membership in the Bank is continuous. A member may withdraw from the Bank at any time by sending a letter stating this intent to the Sick Leave Bank Committee. Day(s) donated to the Bank are not returnable.

5.1415 During the school year, an additional day may need to be donated by Bank members, except those whose accumulated sick leave has been depleted, upon the agreement of the Sick Leave Bank Committee. At this time a second day may be contributed. No donations may be made except as provided in this section.

5.142 Use of days from the Bank will be limited to those bargaining unit members who have contributed to the Bank. Sick leave days shall not be returned to the participating bargaining unit members except as provided hereinafter.

5.1421 Use of days from the Bank will be limited to personal illness of the bargaining unit member, the bargaining unit member's spouse, or the bargaining unit member's

dependent children. A doctor's statement is required along with the written application in order to be considered. All withdrawals shall be in full day units.

5.1422 Use of days from the Bank will be considered only after the bargaining unit member has used all his/her accumulated sick leave days and has used possible advances of sick leave days.

5.1423 The maximum withdrawal of days from the Bank for any bargaining unit member shall be fifty (50) days per illness, injury, or complications thereof. Additional days may be granted at the discretion of the Sick Leave Bank Committee.

5.14231 If additional days are required, the bargaining unit member must submit another written application along with an updated doctor's statement in order to be considered.

5.1424 There shall be no requirement for a bargaining unit member to replace sick leave days withdrawn from the Bank, except as required equally of all other participating bargaining unit members.

5.143 A committee shall be formed to administer the Bank and to provide the information whereby the Treasurer's office of the Youngstown City School District will keep the records. This committee shall be empowered to adopt rules, regulations, operating procedures, and to make decisions required to administer the Bank, so long as those rules, regulations, operating procedures, and decisions do not modify the agreement contained herein. This committee will be titled the "Sick Leave Bank Committee" (hereafter referred to as the SBC).

5.1431 The SBC shall be composed of the following seven (7) persons:

1. Superintendent of Schools of the Youngstown City School District or his/her designee.

2. Youngstown Education Association President or his/her designee.

3. One Youngstown City School District Central Office administrator and one Youngstown City School District building level administrator. These members are to be appointed by the Superintendent of Schools of the Youngstown City School District.

4. Three (3) bargaining unit members (current members of the Bank). These members are to be appointed by the Youngstown Education Association President. Effort should be made with these appointments to provide bargaining unit representation from the elementary, middle, and secondary levels.

5.1432 Should a vacancy occur on the SBC, a replacement for the vacant position shall be appointed by the authority making the original appointment.

5.1433 One of the four bargaining unit SBC representatives will be selected to act as a Chairperson of the SBC. The Youngstown Education Association President will annually designate the Chairperson prior to the first meeting of the SBC.

5.1434 The SBC will be responsible for developing the forms needed to operate the Bank.

5.1435 Guidelines will be reviewed annually by the SBC. Any changes in the rules, regulations, and/or operating procedures of the Bank will be provided to all bargaining unit members, in writing prior to the implementation.

5.144 YEA shall indemnify and hold harmless the Board, its members, and its agents (Board) from and against any claim or liability that may arise out of, or by reason of, any action taken by

the YEA and/or the Board for the purpose of complying with this sick leave bank provision. YEA shall also provide the attorney to represent the Board and YEA in such action; provided that the Board approves the attorney and that such approval will not be unreasonably withheld; provided that the Board gives YEA written notice within ten (10) days of the Board receiving written notice of any claim made or action filed against the Board for which the indemnification is claimed; provided:

1. The Board agrees to (a) give full and complete cooperation and assistance to the YEA and its counsel at all levels of the proceeding, (b) permit the YEA or its affiliated organizations to intervene as a party if it so desires, and/or (c) to not oppose the YEA or its affiliated organization's application to file briefs amicus curiae in the action;

2. The action brought against the YEA and/or the Board must be a direct consequence of the YEA's or the Board's good faith compliance with the sick leave bank contract provision provided, however, that there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to a court order) or intentionally or willfully misapplies the sick leave bank contract provisions.

5.15 Family and Medical Leave Act of 1993: The parties agree to be bound by the provisions of the Family and Medical Leave Act of 1993, as set forth herein below.

Any leave taken by an employee, whether paid or unpaid, if taken for any of the following reasons for which FMLA leave is approvable, shall be applied against the employee's entitlement to twelve (12) work weeks of leave during the twelve (12) month period commencing with the first use of the FMLA leave, providing the leave taken is for ten (10) or more consecutive workdays.

A. The birth of a son or daughter, and to care for the newborn child;

B. The placement with the employee of a son or daughter for adoption or Foster care;

C. To care for the employee's spouse, son, daughter, or parent with a serious health condition; and,

D. Because of a serious health condition that makes the employee unable to perform the functions of his or her job.

The annual twelve (12) month period shall commence and be measured forward from the date the employee first uses the leave set forth above.

Any provisions under sick leave, leave of absence, funeral leave, etc. that are found to be improved benefits as compared to the Family and Medical Leave Act shall not be reduced to comply with said Act.

No employee shall lose seniority during the period of paid time off which is attributable to the Family and Medical Leave Act. Eligible employees will be required to certify their request for FMLA thirty (30) days in advance by use of the Department of Labor Form WH-380.

Eligible employees will be required to recertify their request for FMLA leave every thirty (30) days.

Leave for the birth or adoption of a child or for the placement of a child in foster care may not be taken on intermittent or reduced schedule.

"Serious health condition" shall be defined as set forth in the Code or Federal Regulations.

ARTICLE VI EMPLOYMENT PRACTICES

6.01 Employment of Certificated Employees

6.011 Qualification and Appointment of Employees

A. An employee must have earned a Bachelor's Degree from an accredited college or university and hold a valid Ohio teaching certificate.

B. Employees, initially hired by the Board for the 2010-2011 school year and thereafter, who possess a K-3 license to teach in Ohio, shall as a condition of their employment with the Board, obtain an elementary generalist endorsement or an additional Ohio license to teach grades 4-5. Affected employees shall be required to have said endorsement or additional Ohio license on file in the Office of Human Resources within their first three (3) years of employment with the Board, unless he/she had attained continuing contract status in another Ohio public school district before being hired by the Board. Employees who attained continuing contract status in another Ohio public school district before being hired by the Board shall be required to have said endorsement or additional Ohio license on file in the Office of Human Resources within the first (2) years of employment with the Board. All costs associated with fulfilling this requirement shall be the responsibility of the affected employee.

6.012 Necessity for Certificates and Transcripts

A. All employees must have a teaching certificate issued by the Ohio State Department of Education and valid for the specific teaching assignment. This certificate should be recorded in the Personnel Office not later than the employee's first day of service.

B. Each employee shall file in the Personnel Office, official transcripts covering all college credits earned to date. Transcripts of credits for newly-employed employees shall be filed not later than September 30 or within thirty (30) days of the first day of work, whichever is later.

C. Responsibility for compliance with this Section rests with the employee and no salary payments shall be made prior to the filing of the above documents (3319.30 ORC), unless acceptable verification exists that the documents are forthcoming and that the employee has made a diligent effort to provide the documents.

D. A limited contract employee who is eligible for tenure, but has not received the necessary certificate, shall be granted a continuing contract upon receipt of the certificate in the Personnel Office.

6.013 Continuing Contract Requests

A. Except as otherwise provided in Sections 6.013 D. and 6.013 E., an employee, eligible for continuing contract upon meeting the requirements established by R.C. 3319.11 and provisions of Section 6.013, shall provide the Office of Human Resources with a written request to be considered for continuing contract status. Said written request must be submitted at least ten (10) workdays prior to the Board of Education meeting described in Section 6.013 C. where continuing contracts will be considered. In the event the employee submits said written request with less than ten (10) workdays remaining before the Board of Education meeting, his/her request will be considered at the next scheduled opportunity as described in Section 6.013 C.

B. It shall be the responsibility of the employee to provide the Office of Human Resources with an official transcript of all course work completed by the employee. No employee may submit

a written request to be considered for continuing contract status until all necessary transcripts are on file with the Board.

C. At the regularly scheduled meeting (if more than one meeting during a month, then at the second such meeting) of the Board of Education during the months of October, February, and April, the Board shall consider all requests for continuing contract status which have been submitted by those employees who have been with the District for more than three (3) years.

D. In addition to the notice required by Section 6.013 A., any employee who believes he/she will become eligible for continuing contract status in his/her third (3rd) year of service with the district, and who is interested in being considered for a continuing contract in April of such third year, if eligible by then, must notify the Office of Human Resources of his/her anticipated eligibility on or before October 15th of his/her third (3rd) year. Failure to actually become eligible for continuing contract status or to provide this notice will prohibit the employee from submitting a request to be considered for a continuing contract until the following school year. When the employee subsequently does become eligible for continuing contract status, he/she must fulfill the requirements of Section 6.013 A. and 6.013 C. in order to be considered by the Board for continuing contract status.

E. An employee who, prior to his/her employment with the Board had attained continuing contract status in some other Ohio public school district, shall first become eligible for a continuing contract with the Board after two (2) years of service with the district as provided in R.C. 3319.11. An employee who believes he/she will become eligible for a continuing contract under this provision, and who is interested in being considered for a continuing contract in April of such second year with the district, if eligible by then, must first notify the Office of Human Resources of his/her anticipated eligibility on or before October 15th of his/her second (2nd) year. Failure to actually become eligible for continuing contract status or to provide this notice will prohibit the employee from submitting a request to be considered for a continuing contract until the following school year. When the employee subsequently does become eligible for continuing contract status, he/she must fulfill the requirements of Section 6.013 A. and 6.013 C. (without having to complete three (3) full years of service) in order to be considered by the Board for continuing contract status.

F. The provisions in Section 6.013 specifically supersede and prevail over any conflicting provisions in R.C. 3319.11.

6.014 Bargaining Unit Work: Bargaining unit work shall not be performed by volunteers nor be assigned to Board personnel not within the bargaining unit except (1) when no bargaining unit member is available for or agrees to perform such work or (2) temporarily, in emergencies. Except in temporary emergencies or in traditional service arrangements for low incidence exceptional children, the Board shall enter no agreement with a private concern nor with another governmental unit to provide services that are being provided or may be provided by employees.

A. Community Outreach Programs housed inside district facilities, such as but not limited to the School Readiness/Resource Centers, shall not provide any services or programs that are normally provided by bargaining unit members, without bargaining unit members first being offered the opportunity to provide the service or program.

6.02 *Contractual Obligations: Every employee who signs a contract with the Board is required to abide by the Board Policies and the rules and regulations of this Agreement, including assignments by the Superintendent to buildings, grades, and/or subjects. Employees are required to carry out the directions made by the supervisors and principals for the improvement

of instruction; the prompt completion of all reports required by appropriate administrative officers and/or the State Department of Education; and attendance at professional meetings as directed by the Superintendent or an appropriate designated representative (3319.08 ORC). The application of this Section shall not be contrary to or inconsistent with the terms of this Agreement.

*This provision shall not prohibit the Board from employing part-time employees on an "as needed" basis without a written contract in accordance with past practice.

6.03 Employee Evaluation: The Board shall conduct evaluations of employees as required by and pursuant to (a) R.C. 3319.111 and R. C. 3319.112, as may be amended or revised during the term of this contract, (b) applicable administrative code sections adopted and revised by the Ohio Department of Education, (c) the teacher evaluation Policy adopted in November 2017. (If OTES is eliminated by Ohio law during the term of this contract, then the joint Board-YEA Committee shall develop a replacement process of evaluation, subject to applicable Ohio law.)

a) The committee shall be chaired jointly by a member of the Association and an Administrator. The committee shall be comprised of at least four (4) Association members appointed by the Association President and up to four (4) Administrators appointed by the District, who may serve as one of the members.

b) Committee members shall be representative of elementary, middle school, secondary, and specialty areas (e.g. music, art, special education) and programs within the District.

c) The OTES Committee shall be responsible for jointly developing meeting agendas, reviewing, and recommending the policy, procedures, and processes, including the evaluation tools, for teacher evaluation on an ongoing basis. The committee will select an individual to act as the official scribe for its meetings at the initial meeting. The Committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.

d) Changes or revisions to these evaluation procedures/ processes shall be made during negotiations for a successor agreement or through a Memorandum of Understanding between the Board and the Youngstown Education Association.

e) In the event of legislative action by the Ohio General Assembly that impacts this topic in any way the parties will agree to comply with changes after the expiration of this agreement unless otherwise required by law.

6.031 Applicable Professional Development

A. The parties mutually agree that professional development is an integral component in improving the overall district program and maintaining/enhancing the professional qualities of all educators. Consequently, all employees shall aspire to avail themselves of and implement, where applicable, all District provided professional development which will occur during the school day. In addition, each employee should utilize research-based/evidence-based instruction so that every student may be provided a quality education.

B. In the event a teacher has been notified that he/she needs professional development in a specific area, the teacher's attendance, participation in, completion of, and implementation (in whole or in part as applicable) of appropriate professional development may become a part of the

teacher's observation/evaluation forms. The identification of the appropriate professional development will be determined by the evaluator after discussion with and input from the affected teacher.

6.04 Fair Dismissal

6.041 Termination of Continuing and Limited Contracts: Termination procedures shall be used in the discharge of any employee who holds a continuing contract and in the discharge of an employee who holds a limited contract if the effective date of discharge is to occur during the term of the limited contract.

The contract of an employee may be terminated by the Board for good and just cause as provided for in Ohio Revised Code Section 3319.16. The procedures the Board must follow in terminating a contract of an employee are outlined in ~~the~~ Ohio Revised Code Section 3319.16.

B. Any employee who has been notified of intent to terminate must be informed of his/her right to counsel or assistance and representation by the YEA, if desired. Any employee who has been notified of intent to terminate has the right to undertake with his/her representative a complete review of his/her own personnel file.

6.042 Non-renewal of Supplemental Contract: All Supplemental Contracts, awarded for a duration of one (1) school year, or less, shall automatically non-renew at the end of the school year without further notice from the Board.

Except as provided in Sections 6.042 A. 2. d. and 6.042 A. 2. e., an employee whose supplemental contract is non-renewed shall receive written notice on or before June 1 of the Board's action to non-renew.

A. After an employee has held a particular supplemental contract position in the same school for three (3) years, each supplemental contract for that position shall be for a term of not less than two (2) years.

1. All multi-year Supplemental Contracts shall automatically non-renew at the end of the term of the Contract without further notice from the Board.
2. Should an employee be granted a multi-year Supplemental Contract as provided above, and during the term of the Contract any of the following occur, the Board may revoke the remaining term of the Supplemental Contract with no additional compensation being owed the employee, provided written notice of such revocation has been provided the employee on or before June 1:

a. The building will be closed for the ensuing school year.

b. The building will be reconfigured for the ensuing school year.

c. Student participation in the activity has fallen below levels deemed sufficient by the Board.

d. The employee is no longer employed by the Board. In which case, the written notice of the revocation of the multi-year Supplemental Contract may be provided at any time.

e. The employee voluntarily transfers to a building with a class schedule that is not compatible with the demands of the Supplemental Contract (practice/game times,

meeting/project times). In which case, the written notice of the revocation of the multi-year Supplemental Contract may be provided at any time.

*This Provision shall be restricted to those employees employed by the Board under a regular contract.

6.05 Discipline

6.051 Employee Discipline: No employee shall be disciplined or discharged except for good and just cause. In cases of good and just cause, the following disciplinary action may be applied to an employee:

A. Oral reprimand from the immediate supervisor.

B. Written reprimand which shall become a part of the employee's personnel file.

C. Suspension, with or without pay, as deemed appropriate by the Superintendent of Schools

D. Administrative-initiated transfer.

E. Termination of contract.

Depending on circumstances, one or more of the actions listed above may be applied. Among those things which are good and just cause are those matters set forth in Section 3319.16 Revised Code and in the policies, rules and regulations of the Board.

6.052 Confidentiality: To the extent allowed by Ohio law, the discipline of an employee shall be imposed in private and all events and communications related thereto shall remain confidential unless such confidentiality is breached by the employee or unless communications are subject to a valid public records request.

6.053 Complaints: Any discipline of an employee or placement of documents in the employee's personnel file on the basis of a complaint by someone other than Board supervisory/administrative personnel may occur only after the matter is reported in writing to the employee and the employee has had the opportunity to have a conference on the matter with his/her immediate supervisor. If the employee disputes the factual accuracy of the complaint, the complaint may not be placed in the employee's personnel file nor may other action result from the complaint until the employee has had the opportunity to confront in the presence of the immediate supervisor the person making the complaint. The employee shall be entitled to have present at such conference a YEA representative. This procedure regarding complaints does not replace nor deny to the employee other provisions of this Agreement.

6.06 Personnel Files

6.061 Personnel File Inspection and Rebuttal Material: All employees will be accorded the right to examine their personnel files and to make additions of pertinent rebuttal material in accordance with Section 1347 Revised Code. There shall be no more than one (1) official personnel file maintained for each employee and such file shall be maintained in the Personnel Office.

6.062 Restrictions: No item from any anonymous source may be placed in the personnel file. The Personnel Director shall provide prior notice to an employee whose personnel file is to be inspected by a member of the public other than the employee or an administrator/representative of the Board.

6.063 Log of Entries: Each personnel file of an active employee shall contain a form titled "Log of Entries" to include all of the following information regarding all items (excluding copies of Board actions, salary notices, and assignment change notices) placed in the file after March 1, 1994: (1) a brief description of the item; (2) the date shown on the item; (3) the date the item was first placed in the file; and (4) the identification of the source of the item. If the employee desires to log material placed in the file prior to March 1, 1994, the employee may do so with the assistance of the Personnel Office.

6.064 Employee Knowledge of Items: Items (excluding copies of Board actions, salary notices, transcripts, and assignment change notices) may not be placed in an employee's personnel file unless a copy of the item has been provided to the employee.

6.065 Right to Examine File; Reproduce Contents: An employee shall have the right, upon request, to review and reproduce (without charge, once per year) any contents of his/her personnel file. A representative of YEA may, at the request of the employee, accompany the employee in such review and may, upon written authorization by the employee, review and reproduce any contents of the employee's personnel file. The employee shall have the right to respond in writing to any item(s) in his/her personnel file and to have the response attached to such item.

6.07 *Vacancies, Assignment and Transfer

6.071 Authority; Assignment

A. Except as provided by this Agreement, the Superintendent shall have the sole authority for the assignment or transfer of employees, both of which shall be made in the best interest of the school system as provided in Ohio Revised Code 3319.01.

B. Assignment of employees to buildings is delegated to the Director of Human Resources, but subject to the approval of the Superintendent. The assignment of employees to specific responsibilities within the building rests with the immediate supervisor provided that such assignments shall be within the scope of the employee's valid certification, but subject to the approval of the Superintendent. Subject to modification with written notice, employees shall be notified in writing by the close of the school year of any projected change in building, grade level, or subject area for the fall semester and by December 15 for the spring semester. Seniority and employees preference shall be considered, however, shall not be determinative in the assignment process.

6.072 Vacancies

A. Definitions of Vacancy: Vacancy is defined as any certificated/licensed position or supplemental position in the district which is newly created, or which has been occupied and for whatever reason it becomes no longer occupied and the Superintendent, in his/her discretion, decides the position is to be continued and filled.

1. A vacancy in a grade level teaching assignment in grades K through 5 or a vacancy in a subject area teaching assignment in grades 6 through 12 shall be filled from interested applicants currently assigned to the building at the time the vacancy occurs. Following these adjustments within the building, the remaining grade level or subject area teaching assignment(s) shall be posted and filled in accordance with 6.072B and 6.074.

a. Any vacancies in non-grade level teaching assignments or non-subject area teaching assignments (such as, but not limited to, pull out programs like CMR, or in-school suspension, guidance, library, etc.) or any vacancies which involve a salary level in excess of the salary schedules in section 8.021 of the Agreement must be posted system-wide and filled in accordance with 6.072B and 6.074.

2. An employee position will be considered vacant, pending Board action, not later than the 31st day after the employee leaves the position, unless the position is eliminated in accordance with Article 6.09. This includes leaves of absence if the employee does not have a right to return to the same position from which the employee took leave, or upon the Board's creation of a new bargaining unit position.

3. The parties further agree that if a building is to have a different configuration of grades for the ensuing school year, (ex: K-6 becoming K-3, or 9-12 becoming 6-8, etc.) the employees in the affected building may voluntarily decide to become unassigned. Such employees must provide irrevocable written notice of their desire to the Executive Director of Human Resources no later than April 1, or within 30 calendar days of receiving written notification from the district of the change, whichever date is later. The placement of these employees shall be as provided in Section 6.076.

B. Posting of Vacancies

1. Except as provided in Section 6.0710 of the Agreement, vacancies shall be posted in accordance with the following timetable:

a. Vacancy after the beginning of the School Year: Notwithstanding the right of an unassigned employee as identified in Section 6.076, any vacancy for a position which existed at the beginning of the school year shall be filled by the most senior bargaining unit member who is on the recall list, provided he/she possesses the proper certification/licensure.

1. Any bargaining unit member on the recall list who possesses the proper certification for the vacancy and declines the position will not lose his/her recall rights.

2. The Board may, absent a properly certified/licensed individual on the recall list, or if there is a properly certified/licensed individual on the recall list and said individual declines the vacancy, hire a new employee to fill the vacancy for the remainder of the school year. If the vacancy occurs after the first day of the second semester, the Board may hire a substitute to fill the vacancy for the remainder of the school year.

3. The filling of the vacancy for the subsequent school year shall be provided for under Voluntary Transfers, Section 6.074 of the Agreement, unless such vacancy was filled under 6.072 B. 1. a. 2 with a new employee on or before the first day of the second semester.

b. All vacancies occurring after the last day of school and on or before June 10 (including prospective vacancies of which the district has been officially notified of as of June 10) and any vacancy filled under 6.072 B. 1. a. 2 after the first day of the second semester shall be posted on June 11, or if June 11 is not a day the Board is open, on the next day the Board is open.

c. All vacancies occurring between June 11 and July 1 shall be posted on July 2, or if July 2 is not a day the Board is open, on the next day the Board is open.

1. Any vacancy resulting from the July 2 posting, or thereafter, shall be filled in accordance with the provisions of Section 6.072 B. 1. a., or 6.072 B. 1. a. 2.

2. While schools are in session, all vacancies for newly created positions, and for positions identified in Section 6.075, shall be posted on the District Website for a period of ten (10) calendar days.

3. When schools are not in session during the summer, all postings shall be posted on the District Website for a period of at least ten (10) calendar days.

4. Copies of all postings shall be sent via email to all bargaining unit employees, which may include all school district employees, including to the YEA President and Vice President at the time of posting.

5. Each notice of vacancy shall include the title of the position, the building, the grade level(s), subject(s) to be taught, any extra or co-curricular assignments connected with the vacancy, the certification required for the position, the date the vacancy will exist, the deadline for submitting the application therefore, and the person to whom application is to be submitted. The notice is subject to change as the needs of the school system change, but any such change shall result in re-posting of the position. The notice shall indicate if the posting shall be an exception to the seniority preference as a Superintendent Discretionary Selection.

6. Applications for a vacancy shall be submitted to the Superintendent within ten (10) calendar days of the date which appears on the posting. The position shall be offered no later than five (5) calendar days after the posting period above or the date the vacancy exists, whichever is later, provided there is a qualified applicant for the position.

7. Once a voluntary transfer is granted, that employee will not be eligible for another voluntary transfer the same school year or the next full school year thereafter.

6.073 Involuntary Transfers:

A. An involuntary transfer is the reassignment of an employee from one building to another initiated by the District. The District shall select from among the three (3) least senior employees. The District's selection from among the three (3) least senior employees will be for reasons that are not arbitrary or capricious. Except as provided in Section 6.073 B, the District may only effect an involuntary transfer for one of the following reasons; prior to the transfer a copy of the written notice of the transfer shall be given to the YEA President and Vice President:

1. Enrollment decreases.

2. Closing positions.

3. The filling of a vacancy for which a voluntary transfer request has not been approved.

4. The necessity of achieving comparability when mandated by Federal regulations.

5. To comply with the Federal Court Desegregation Order and/or non-discriminatory legislation and regulations.

B. Exigent circumstances or emergency situations to be considered immediately. In such situations the District may effect an involuntary transfer to address the exigency or emergency without regard to seniority. Prior to the transfer a copy of the written notice of the transfer shall be given to the YEA President and Vice President.

C. Employees may not refuse an involuntary transfer.

D. When a transfer is initiated by the District for reasons listed in A.1. through 4 or B:

1. A conference will be held with the employee and the Superintendent, at the written request of the employee, setting forth the reasons for the necessity of transfer. A representative of the YEA may be present at the conference. The Superintendent shall convene such conference within five (5) workdays of receipt of the employee's request for same; the Superintendent shall render his/her opinion on the matter in writing, within three (3) workdays of his/her conference with the employee. In the event the employee is dissatisfied with the decision of the Superintendent, then the employee may request expedited final and binding arbitration pursuant to the rules of the American Arbitration Association. The request must be in writing and made within five (5) workdays of the receipt of the Superintendent's decision.

2. Employees subject to involuntary transfer shall be offered a choice of available assignments insofar as possible, for which they may qualify at the time the assignment is made.

E. Any employee who is subject to an Involuntary Transfer after the beginning of the school year shall be afforded two (2) work days off with pay to make the move to his/her new assignment, provided such assignment is to a different building.

6.074 Voluntary Transfer

A. For voluntary transfers, the District shall select from between the two (2) most senior certificated employee applicants for a vacancy, unless the exercise of such preference would result in an unassigned employee being without an assignment, or in an employee on RIF being denied recall to employment; selection priority shall be from among the two (2) most senior certificated employees. The Superintendent's selection from among these two (2) employees will be for reasons that are not arbitrary or capricious.

1. Such preference shall not be given when the vacancy is for positions in guidance counseling, gifted program, occupational work adjustment or occupational work experience programs, Tier II ELA intervention, Tier II Math intervention, middle / high school STEM electives, elementary technology, Title I teaching, 8th grade math, and Algebra I.

2. Exception to the seniority preference may also occur when necessary for compliance with the federal court desegregation order or when the Superintendent has determined that

preference to have an athletic director or head coach perform regular and supplemental contract duties in the same school is applicable.

3. Exception to the seniority preference may also occur when the Superintendent has determined, in his sole discretion, the vacancy is subject to a Superintendent Discretionary Selection. In such instances, the Superintendent shall have discretion to post and fill up to fifteen (15) vacancies for school year 23/24, thirteen (13) vacancies for school year 24/25, twelve (12) vacancies for school year 25/26 and thereafter, per year, (measured from the last day of school through the end of the next school year.)

a. Before making a Superintendent Discretionary Selection posting, the Superintendent will meet and confer with the YEA President or his/her designee to inform as to which vacancy(s) he or she will so designate. Such designation will also be noted on the notice of vacancy. The Superintendent's exercise of discretion in selecting the applicant to fill the vacancy shall be for reason(s) that are not arbitrary or capricious.

B. When a vacancy is filled, the Superintendent shall notify by written notice the applicants for such vacant position of the award, whether they received a transfer or not.

C. Except as provided in Section 6.074 C. 1. below, special education teachers are ineligible for voluntary transfers except for transfers within the special education program, until the special education teacher has completed three (3) consecutive school years of employment with the employer.

1. Special Education teachers initially hired by the Board to teach in the area of SBH (Emotionally Disturbed, MD / autism, or equivalent title) are ineligible for a voluntary transfer within the special education program until the employee has completed two (2) consecutive years of employment with the employer.

6.075 Other Positions: All openings for Home Instruction, Summer School, Latchkey Programs, and Evening School shall be posted and filled in accordance with Sections 6.072 B. 2. and 6.074 A. However, in filling openings for such programs which are limited to a specific school, preference shall be given to employees of that school. Supplemental pay positions shall be posted in accordance with Section 6.072 B. 2. when vacancies occur. All supplemental pay positions should be filled by the senior qualified employee applicants whenever possible.

6.076 Placement of Unassigned Employees

A. An unassigned employee(s) shall be defined as an employee(s) who, as a consequence of enrollment changes in a building is impacted by the need for fewer teachers in that building; or who, as a result of a school closing, cannot expect to return in the ensuing school year to the position the employee held in the previous school year; or who, as a result of fluctuations in student enrollment after the beginning of a school year, can be more effectively utilized elsewhere in the district.

1. Unassigned employees shall be selected in the following manner: (a) volunteers in the affected building who are qualified by certification/licensure; (b) the least senior bargaining unit member in the building in the affected area of certification/licensure, except those employees who hold positions identified in Section 6.072 A. 1. a. of the Agreement.

2. A list of unassigned employees shall be provided to the YEA President at the time the employee(s) is notified in writing of their unassigned status. Except as provided in Section 6.0710 of the Agreement, employees unassigned for the ensuing school year shall select from vacancies posted on June 11 in accordance with 6.074 prior to the employees on RIF.

a. Except as provided in Section 6.0710 of the Agreement, in the event an unassigned employee is not successful in obtaining a position of their preference on the June 11 posting, and there is no known potential for their placement on the July 2 posting, the employer shall assign the employee to a position for which they hold proper certification/licensure at that time. Such placement shall not prohibit the employee from submitting a bid for an available position for which they hold proper certification/ licensure should something become available on the July 2 posting.

b. Except as provided in Section 6.0710 of the Agreement, all unassigned employees shall have an assignment for the ensuing school year no later than the completion of the July 2 posting.

3. Employees unassigned during a school year shall select from the list of positions available at the time they are unassigned and shall be afforded one (1) work day off with pay to make the move to his/her new assignment, provided such assignment is to a different building. Selecting a position at this time does not prohibit the employee from exercising their rights as provided in Section 6.074 for the following school year.

B. Except as provided in Section 6.0710 of the Agreement, failure of an unassigned employee to bid on the June 11 posting shall result in the employee forfeiting their right to bid on the July 2 posting, and shall permit the employer to assign the employee to a position for which the employee is certified/licensed for the duration of the ensuing school year.

1. Such placement shall occur after the latest posting date (June 11 or July 2, except as provided in Section 6.0710 of the Agreement) where a position shall be known to exist for which the employee is certificated/licensed.

C. An unassigned employee shall be given preference over more senior unassigned employees for a vacancy only when necessary to avoid the lack of assignment for the unassigned employee.

6.077 Exemptions

A. When it is necessary to relocate special education units or State/Federally funded program units from one school location to another, the continued placement of an employee with such a relocated unit shall not be considered a vacancy. Where more than one such unit exists in a school and only one unit is to be relocated, such relocation of an employee shall be by seniority.

B. In the event that said relocation occurs after the start of a school year, the employee shall be afforded two (2) work days off with pay to make the move to the new school location.

6.078 Notice of Administrative Vacancies: Whenever an administrative vacancy occurs, the Supervisor of Personnel will publicize the position by special bulletin to each school. However, the filling of any such vacancies shall not be subject to the provisions of this Agreement.

*This provision shall be restricted to those employees employed by the Board under a regular contract.

6.08 Seniority Lists

6.081 Posting of Seniority List: Not later than October 15 and April 1 of each school year, the Board shall prepare and post on the designated bulletin board in each building, a seniority list indicating, by area of certification, the first day worked, the date of Board resolution to hire, the date of employment application, and the contract status (limited or continuing) of each employee. Two copies of said list shall be provided to the YEA President on or before the date of posting.

A. The names of employees on the seniority list shall appear in seniority rank order within areas of certification, with the name of the most senior employee appearing at the top of the listing and the name of the least senior employee appearing at the bottom of the listing.

B. The names of employees who are certified in more than one (1) area shall be included on the listing for all areas of certification.

6.082 Correction of Inaccuracies: Each employee shall advise the Superintendent in writing of any inaccuracies which affect his/her seniority. The Superintendent shall investigate all reported inaccuracies and make such adjustments as may be in order and post the updated list immediately.

6.083 Voluntary Surrender of Certificate/License: In the event a teacher intends to voluntarily surrender a certificate/license, or intends to not renew a certificate/license the following provisions shall apply:

1. The teacher must notify the Board, in writing, of his/her intent to voluntarily surrender an area of certification/licensure, or the teacher's intent to not renew a certificate/license for the succeeding school year. The deadline for said written notification shall be November 15.

2. Once a written notice identified in Section 6.083 1. is submitted to the Board, the teacher must follow through with the voluntary surrender or nonrenewal of the certificate(s)/license(s) for the succeeding school year.

3. Failure of the teacher to follow through on the notice of voluntary surrender or nonrenewal of a certificate/license for the succeeding school year, may result in the teacher being placed on the RIF list for the following school year.

4. Should a teacher fail to notify the Board, in writing, as identified in Section 6.083 1. that he/she has voluntarily surrendered or failed to renew a certificate/license, said teacher may be placed on the RIF list for the following school year.

6.09 Reduction in Positions, Attrition; Reduction in Force (RIF): A reduction in force shall mean the layoff of an employee(s) by the suspension of contract(s). Any reduction in force shall be implemented by suspension of contracts in accordance with ORC 3319.17. A reduction in the number of bargaining unit positions may be accomplished either through a reduction in force or through attrition.

6.091 Reasons: Reasons for implementing a reduction in force shall include:

6.0911 Decreased enrollment of pupils.

6.0912 Return to duty of regular employee after leave of absence.

6.0913 Suspension of schools or territorial changes affecting the school system.

6.0914 Lack of sufficient state and/or federal funds dedicated to a program resulting in loss of such position and beyond the Board's control or in adult vocational education programs which have lost money for two (2) consecutive years. Upon request, the district shall be obligated to provide information establishing the validity of either of these reasons.

6.092 Reduction Floor: The District shall not reduce full time equivalency below the FTE number necessary to maintain the student to teacher ratios in Section 7.51 of the collective bargaining agreement.

6.093 Notice to YEA: The YEA President shall be notified in writing by the Superintendent of the number of positions in the bargaining unit which are being eliminated between each school year and the next school year or during the school year. This notice shall list the specific positions (specifics including, as appropriate, building, grade level, subject, course, number of Sections being eliminated and any other information necessary to list precisely the position being eliminated), the effective date of the reduction in force if the reduction in positions is being accomplished by a RIF or the date the positions will be eliminated if the reduction in positions is being accomplished by attrition. This notice shall be sent no later than five (5) days before the Board meeting at which the Superintendent will recommend a reduction in positions and shall identify employees to be laid off if a RIF is occurring. YEA shall be allowed to discuss the matter with the Board before action occurs on the Superintendent's recommendation to eliminate a position(s). Reduction in Force shall be effective as of the beginning of a school year only except in the case of a RIF necessary to accommodate a return to duty of a regular employee after a leave of absence in which case the RIF shall be effective as of the date of the regular employee's return.

6.094 Attrition: Whenever possible, the number of employees affected by a RIF will be kept to a minimum by not employing replacements for those employees who retire, resign, transfer, die or whose contracts are not renewed on the basis of evaluation or other performance-related reasons.

6.095 Notice to Employee: Any employee to be laid off shall be notified of the layoff in writing by the Superintendent by April 30th of the school year preceding the school year in which the RIF will take place. Such notice may not occur before the Board has approved the Superintendent's recommendation for a RIF. In the case of a RIF resulting from the return to duty of a regular teacher following a leave of absence, notice shall be given of the date of the RIF as much in advance as possible, and, in no case shall it be less than five (5) workdays notice.

6.096 Layoff: Recommended reductions in a teaching field will be made by selecting the lowest person on the seniority list for the area of certification, with preference given to an employee with continuing contract, who is currently certified and assigned to a position in that teaching field. Should that individual be certified in another area, he/she shall be permitted to cause the layoff of the least senior individual teaching in that area if that person is less senior than the affected individual. A seniority list in accordance with Section 1.03 K. of this Agreement shall be prepared by the Board with a copy given to the YEA President and a copy posted conspicuously at each work location.

The seniority list shall include categories for employees who possess specialized certification in art, music, or physical education and that certification shall be necessary to cause the layoff of the least senior individual in that area and shall also be necessary to be recalled to a vacancy in art, music, or physical education.

6.097 Recall: Any vacancy in a bargaining unit position shall be filled by the senior certificated employee on lay-off status, with preference to an employee with continuing contract, after the provisions of Sections 6.072 and 6.074 have been implemented. For purposes of recall, a vacancy shall be considered to exist whenever, based upon available information, it can be reasonably anticipated that the position will be open for thirty (30) or more workdays. An employee who accepts recall to a temporary vacancy may be returned to the recall list upon the return of the employee being replaced. Notice of recall shall be sent via certified mail, return receipt requested, to the last recorded address of the employee; the employee's address as it appears on the Board's record shall be conclusive when used in connection with this notice provision, and it shall be the responsibility of each employee to notify the Board of any changes in five (5) workdays of receipt of the notice of recall of his/her intention to accept or reject re-employment. A laid-off employee accepting such re-employment may not be required to begin work earlier than five (5) workdays from the date of such acceptance. During the summer recess, "workday" shall mean a day on which the central administration offices are open. Neither acceptance nor rejection of an offer of employment in a lesser position (i.e., part-time vs. full-time) than the employee held at the time of layoff shall operate to remove the employee from the reduction in force list. If the employee fails to notify the Superintendent within the time described herein, or rejects an offer of re-employment on a position not lesser than held at the time of layoff, the employee shall be removed from layoff status and the RIF list.

When a vacancy exists for which no employee has certification, vacancies will be filled by the most senior employee on the RIF list for whom the district can obtain a temporary certificate. Requirements of the Ohio Department of Education must be met to obtain the temporary certificate and this may include posting the position for outside applicants with regular (not temporary) certification before filling the vacancy with a temporarily certified employee from the RIF list.

6.098 Transfers when RIF Exists: Unassigned employees shall select from the June 30 vacancies posted in accordance with 6.072 B. 1. b. Thereafter, and notwithstanding the provisions of Section 6.073 and 6.074, an employee on the reduction in force list shall be offered re-employment to a vacant position before an active senior employee may be transferred to such position if the transfer would deny re-employment to the employee on the reduction in force list.

6.099 Insurance Programs During Layoff: The Board shall continue to provide all employee insurance programs to the employee on layoff status for two (2) months from the date the layoff becomes effective. Thereafter the employee may continue any such insurance programs through COBRA coverage at the employee's own expense.

6.0910 Substituting During Layoff: An employee on layoff status shall be given preference by seniority to substitute for an absent employee, but such substitute service or the refusal thereof shall not be construed by the Board to deny eligibility for unemployment compensation for such employee.

6.0911 Unemployment Compensation: The Board shall take no action that would intentionally cause the denial of unemployment compensation to the employee and shall take any action necessary to qualify the laid-off employee for unemployment compensation.

*This provision shall be restricted to those employees employed by the Board under a regular contract.

6.10 Job Descriptions

A. The Board shall have the right to establish new bargaining unit positions and the basic purpose for those positions. Whenever the Board establishes a new bargaining unit position, representatives of the parties shall meet to establish a job description for it. All job descriptions shall contain the following: (1) the job title, (2) the job title of the immediate supervisor; (3) the length of the regular work day (hours) and work year (workdays), or the length of the season or other applicable period of time, for the position; (4) the qualifications for the position; (5) a list of the job functions, duties, and responsibilities; and (6) the ending statement, "Such other duties as related reasonably to those above." Such ending statement means that employees will not be required to perform duties not related reasonably to their job descriptions, except in emergencies. When a new bargaining unit position is created, the job description must be completed within ten (10) work days after the position has been filled.

B. All job descriptions for YEA bargaining unit positions shall be available for employees to view at each school building or work site.

6.11 Elimination of Positions During the Academic Year: If a YEA bargaining unit position is to be collapsed, lost to attrition, or in any other way eliminated after the beginning of an academic year, the Board will provide written notification to the YEA President at least ten (10) work days prior to the implementation date of the decision.

A. If after receiving written notification, the YEA determines that the decision has the potential to impact the terms and conditions of employment of the bargaining unit members, the YEA has the right to request In-Term Bargaining over the affects of that decision. In-Term Bargaining will then be conducted in accordance with the provisions of Section 2.10.

B. The YEA shall have the right to request In-Term Bargaining on the decision for up to fifteen (15) work days after the implementation date of the decision. Failure by YEA to request In-Term Bargaining within this window of opportunity shall be construed as a decision to waive the right to bargain over that decision.

C. Failure on the part of YEA to request In-Term Bargaining over one decision shall not impair the YEA in the exercise of the right to request In-Term Bargaining on any future decision.

6.12 Affirmative Action: The Board shall endeavor to reduce the number of involuntary transfers of employees to comply with the requirements of the federal court desegregation order by continuing to observe and implement its affirmative action policy and affirmative action program. Further, other actions to be taken shall include, but not be limited to, the following:

6.121 Scholarship and Loan Program: The Board shall establish and operate a college scholarship and loan program for district high school graduates from the minority protected classes who agree to accept employment for a reasonable number of years in bargaining unit positions upon completion of degree and certification requirements. Funding of such scholarship and loan programs shall be obtained from contributions raised by a six (6) member committee comprised of three (3) members to be appointed by the YEA President and three (3) members to be appointed by the Superintendent.

6.122 YEA Recruitment Participation: The Superintendent shall select from a list provided by the YEA President some employees to assist interviewing and recruiting applicants in the protected classes for regular and supplemental bargaining unit positions. Any such employees requested by the Superintendent to accept such assignments shall be given the necessary

released time from their regular assignments and shall be reimbursed for all actual travel expenses incurred with prior approval.

6.123 Relocation Expenses: The Board may pay the actual expenses of the insured packing and moving of the belongings of any qualified applicant from the minority protected classes who agrees to relocate to the Youngstown area to accept employment for a reasonable number of years in a bargaining unit position.

6.124 Future Teacher Clubs: Each elementary, junior high, and high school is encouraged to organize a Future Teacher Club when any student interest exists. The purpose of such clubs shall be to provide activities, experiences, and information that will attract students to careers in the education profession.

6.13 Consulting Teacher Program: If the Board receives approval of a grant proposal or other state funding for an Entry Year program, the following provisions shall become effective.

6.131 Definitions: For purposes of this Agreement, employees participating in the State Department of Education-mandated Entry Year Mentor Program shall be designated as follows:

1. Consulting Year Teacher - a teacher who will provide formative assistance to an entry year teacher.

2. Client Teacher an entry year teacher who will be provided assistance by a consulting teacher.

3. Entry Year Teacher a teacher in the first year of employment under a teaching or educational personnel certificate.

6.132 Screening Committee: A committee comprised of three (3) employees appointed by the YEA and three (3) representatives appointed by the Superintendent shall meet annually by September 1 to act as a screening committee to select employees who will act as consulting teachers. To be considered, applicants must meet selection criteria, must be volunteers and must submit a written request for consideration to the screening committee.

6.133 Selection Criteria for Consulting Teachers

6.1331 The applicant must have continuing contract status and have a minimum of five (5) consecutive years of teaching experience in the district.

6.1332 The applicant must be able to demonstrate above average teaching performance and must be willing to waive, for purposes of this procedure only, the confidentiality of performance evaluations, in order for the screening committee to review the applicant's evaluations. The screening committee shall determine the criteria for "above average teaching performance" and shall determine whether an applicant's teaching performance has met that criteria.

6.1333 The applicant must hold a valid teaching certificate and must currently be teaching in the same area of certification as the client teacher.

6.1334 In the event that there are more qualified applicants than consulting teacher positions, and the applicants appear to have equal qualifications, the applicant(s) with the greatest seniority shall prevail.

6.134 Responsibilities

1. The diagnosing of needs, and development of a formative assistance plan, for each assigned client teacher shall be the responsibility of the consulting teacher. Such plan shall focus on skill enhancement. This plan shall not be developed or utilized as a remediation program.

2. No consulting teacher shall participate in any informal or formal evaluation of a client teacher, nor make, nor be requested or directed to make, any recommendation regarding the continued employment of a client teacher.

3. All interaction, written or oral, between the consulting teacher and the client teacher shall be regarded with the same confidentiality as that represented by the attorney/client relationship. Any violation of this tenet by the consulting teacher shall constitute grounds for immediate removal from the role as consulting teacher.

6.135 Compensation: The consulting teacher shall be released from all other classroom teaching responsibilities for one (1) hour during the normal workday for each client teacher assigned. The released time for a consulting teacher shall not exceed 25% of that employee's normal teaching day. However, this 25% requirement shall not prohibit a consulting teacher from being released for at least one (1) hour during the normal work day. In addition, the consulting teacher shall receive a supplemental contract which equals one (1) hour per day at the hourly rate equivalent of the consulting teacher's regular annual teaching salary.

6.136 Program Review/Revisions: Consulting teachers shall meet as a group prior to the end of each school year to assess and evaluate the program. Recommendations shall be submitted in the form of a written report to the YEA and the Superintendent not later than May 15. YEA and Board representatives shall meet to discuss the recommendations prior to the next school year. Any changes in the program must be mutually agreed to and reduced to writing by the parties to this Agreement and shall constitute an amendment of the applicable provisions of this Agreement.

6.14 Master Teacher – Voluntary Recognition Program: Since the Ohio Educator Standards Board established a uniform definition of "Master Teacher" to be used by all public school districts in the State of Ohio, and since the Board is required to annually report through EMIS the number of "Master Teachers" in its employment, the Board and the YEA establish the following provisions for use in the District.

6.141 Screening Committee: By October 1st of each school year, a Master Teacher Committee (MTC), consisting of four (4) teachers appointed by the YEA President and two (2) administrators appointed by the Superintendent shall be established to: (a) recruit qualified candidates to be considered for the designation of Master Teacher, (b) Review/Grade applications of qualified candidates for the designation of Master Teacher, (c) select those qualified candidates who will receive the designation of Master Teacher, and (d) review the District processes for attracting and selecting Master Teachers. The MTC will begin its review process no later than March 1 of each school year and shall submit its recommendations to the Superintendent and YEA President no later than May 15 of each school year. Members of the MTC shall receive training/re-training in the Master Teacher selection process annually by November 1 of each school year.

6.142 Compensation for MTC members: The work of the MTC shall normally be completed during the employee's normal workday, inclusive of the training, recruiting potential candidates, scoring applications, and reviewing the selection process. In the event a MTC member is required to work on behalf of the MTC beyond his/her normal workday, that employee shall be compensated at the approved hourly rate provided in Section 8.03 of the Agreement.

6.143 Compensation for Employees submitting application to MTC: An employee submitting a substantially completed application to MTC shall be considered for the designation of Master Teacher, or for renewal of said designation. Each employee submitting a substantially completed application will be entitled to his/her choice of the following:

1. One hundred ($100) dollars (provided Title 2 monies are available); or
   - This option is available for up to two (2) application cycles before designation is received or renewed by the MTC

2. Thirty (30) contact hours to be used towards license renewal; or
   - This option is available for up to three (3) application cycles before designation is received or renewed by the MTC

3. One (1) semester hour credited towards advancement on the salary schedule.
   - This option is only available if the employee is designated or renewed as a Master Teacher by the MTC in his/her first or second application cycle

6.144 Limitations on the designation of Master Teacher: The designation of Master Teacher will not be used as a consideration/requirement/factor for an employee to be:

1. Granted continuing contract status
2. Granted a Voluntary Transfer
3. Subjected to an Involuntarily Transfer
4. Awarded a Supplemental Contract
5. Awarded a position posted as a vacancy

The Personnel file of an employee will only reflect that said employee has been awarded the designation of Master Teacher by MTC.

ARTICLE VII EMPLOYMENT CONDITIONS

7.01 Teaching Environment

7.011 Employee Health and Safety: The Board shall provide and maintain a safe and healthful workplace for employees. This shall include the Board providing security personnel for all after school parent/teacher conferences. An employee who believes he/she has been discharged or otherwise discriminated against by any person in violation of Section 4167.13 (A) of the Ohio Revised Code (Ohio Public Employer-Employee Occupational Safety and Health Program) may elect to pursue a grievance as the sole remedy for any such violation in accordance with Article IV of this Agreement to obtain any appropriate relief.

7.012 Employee Clothing and Protective Devices: The Board shall provide smocks, safety glasses, and earplugs where such clothing or protective devices are warranted.

7.013 Employee Workroom and Rest Areas: Employees shall be provided with a separate lunch area wherever possible. When physically possible, each school will have a workroom reserved for the use of the employees. This room should contain the equipment and supplies necessary for normal effective classroom operation. Space permitting and funds available, no less than one (1) room appropriately furnished and properly vented shall be reserved for use as a faculty lounge. Separate, clean, well-lighted faculty restrooms should be provided for men and women employees in each building.

7.014 Facilities and Equipment: Adequate facilities shall be available for each employee. Upon request, available typewriters may be used by employees for preparation of instructional materials. Adequate storage facilities in which employees may store instructional supplies should be provided in each building. The Board should make available adequate audio-visual equipment for each school. There shall be equal distribution of Board-purchased (General Fund) equipment in all schools.

7.015 Classroom Chalkboards/Bulletin Boards, Doors/ Windows, & Utilities: Each existing classroom should have sufficient whiteboards/blackboard and bulletin board space to complement the employee's instruction. Bulletin boards should be located in an easily accessible position. Windows and doors should be kept in proper working order as part of the regular maintenance schedule. Electrical outlets should be installed by the Board where necessary for instructional purposes. Any gas lines for instructional purposes shall have a safety valve for employee use.

7.016 Telephones; Intercoms: School telephones shall be used only for school-related matters and personal matters that cannot be postponed until after school. In no case shall school telephones be used for personal business where the employee is receiving monetary remuneration from a source other than the Board. Reasonable efforts will be made to provide one school telephone in each school which shall allow privacy for employee calls. In each year of this Agreement, no less than one third of the classrooms without two-way intercommunication systems between the classroom and the school office shall have such systems installed. The priority of these schools' needs shall be established through the meetings required by Section 2.09 of this Agreement.

7.017 Classroom Interruptions: Classroom interruptions by the public address system are to be kept at a minimum. Alternatives to general announcements shall be used whenever possible. Every effort shall be made to keep classrooms free of other interruptions as well. Except in emergencies, classrooms shall be free of interruptions by custodial, maintenance, and construction work. Visitors who are not Board personnel shall be coordinated by the Principal.

7.018 Duplication/Copying Service: A photo-copying machine or machines shall be made available in each school for the use of employees in preparing instructional materials. If the machine(s) available for use by the employees is inoperable, employees shall have use of the machine(s) in the main office of the building.

7.019 Employee Parking: Adequate off-street parking facilities shall be provided and maintained for employees at each work site, except when emergency situations require otherwise.

7.0110 Reduction of Clerical Responsibilities: Every effort will be made at all levels in the school system to reduce the clerical responsibilities of the employees.

7.0111 Personal Property Protection; Lockable Storage Space

A. A joint committee of four (4) members including two (2) members appointed by the Superintendent and two (2) members appointed by the YEA President shall prioritize requests from YEA Committees and Principals to provide a lockable storage space for each employee's personal belongings in the schools and except as provided in Sections 7.0111 B. and 7.0111 C., to reimburse employees for the cost of any clothing or other personal property stolen, damaged, or destroyed in the course of employment which is not otherwise covered by any insurance. The Board shall expend up to five thousand dollars ($5,000) annually to accomplish the purposes of Section 7.0111 A, B and C to the extent possible.

B. An employee who submits a claim for a cell or mobile phone that is stolen, damaged, or destroyed in the course of employment and which is not otherwise covered by any insurance will be reimbursed the cost of replacing the equipment, to a maximum of one hundred dollars ($100).

C. An employee who submits a claim for stolen, damaged, or destroyed contents of a purse, car, briefcase or other container which happened during the course of employment and which is not otherwise covered by any insurance will be reimbursed the cost of replacing said contents, to a maximum of two hundred fifty dollars ($250).

7.0112 Instructional Materials: The Board will provide the necessary materials and educational supplies needed in the employee's daily responsibility, including:

1. Textbooks and supplemental workbooks for students, as required, and a copy of the teacher's edition of each textbook and supplemental workbook used by the teacher. Sufficient quantities will be available for regular education and career and technical students as of the first day of the instructional period, unless the shortage is beyond the control of the district. For special needs students, the materials stated above shall be immediately provided upon verification by the teacher of the class size and the ability levels of the students determined through appropriate testing.

2. One (1) adequate storage area in each school facility for instructional supplies.

3. Orders by employees for basic school supplies, such as pencils, crayons, etc., from the educational warehouse stock supplies will be permitted for the entire class. A sufficient quantity of basic supplies to meet the needs of all students will be available in the warehouse by the beginning of each school year, unless shortage is beyond the control of the district.

4. For supplemental instructional materials not available from educational warehouse stock supplies, each building shall receive gross funding equal to $10.00 per student based upon the total number of students enrolled in that building as of ADM-1 week. These funds shall be available for expenditure not later than one (1) week after the district files the ADM report with the Ohio Department of Education in October.

5. Each employee in the building will be allocated a proportional share of the total building funds for expenditure on educational materials as follows (see appendix D):

a. All regular classroom teachers, assigned full time to the building shall receive one (1) full share.

b. All other bargaining unit members, assigned between full time and one-half (1/2) time to the building shall receive one-half (1/2) share.

c. All bargaining unit members, assigned less than one-half (1/2) time to the building shall receive one-quarter (1/4) share.

Funds unspent by the first day of the third (3rd) grading period shall revert to the control of the Continuous School Improvement Plan Team for expenditure, as they deem appropriate in accord with the Continuous School Improvement Plan.

6. Concerns over the administration of this Section shall be addressed in accordance with Section 2.091 of this Agreement.

7.0113 Adequate Work Stations: Adequate work stations shall be provided to the extent possible for all special service and special subject employees, including, but not limited to: speech

pathologists, audiologists, art teachers, and music teachers. If appropriate space is available in a building, said work stations shall include the designation of an individual classroom for use by the elementary art teacher(s) and by the elementary music teacher(s). Secluded office space will be provided to the extent possible to guidance counselors, psychologists, visiting teachers, home school visitors, and other employees whose assignments necessitate similar work stations.

7.0114 Electronic Security

A. The Board shall make reasonable efforts, within funding constraints, to continue to install a two-way communication system between all classrooms and the office, along with the installation of surveillance cameras, Key FOBS and access buzzers at the primary entrance(s) of all school buildings within the district (inclusive of the entrance/exit door adjacent and closest to the employee parking lot designated by the Board). The purpose of such equipment shall be to assist in the maintenance of a safe and secure environment for students and employees so learning can be fostered and developed, without interruption.

B. While it is recognized that this is a long term goal, the following time table for installation shall be followed in conjunction with the Ohio School Facilities Commission:

1. All High Schools, including Choffin, by the end of the specific building construction/ renovation project undertaken in conjunction with the Ohio School Facilities Commission.

2. All Junior High/Middle Schools by the end of the specific building construction/ renovation project undertaken in conjunction with the Ohio School Facilities Commission.

3. For Elementary Schools undergoing construction/renovation in conjunction with the Ohio Schools Facilities Commission, by the end of the specific building construction/renovation project. For Elementary Schools not undergoing construction/renovation in conjunction with the Ohio Schools Facilities Commission, by the end of the Elementary Schools phase of the construction/renovation project

7.0115 Building Crisis Response Team Plan

A. At the onset of the 2003-04 school year, each school building in the district shall establish a joint committee consisting of administration, YEA members, and others to develop a Crisis Response Team Plan unique to the needs of that building. The committee shall be re-established annually thereafter. YEA members in each building shall select a number of building teachers to serve on the committee which shall be equal to five (5) percent of the teachers assigned to the building, but in no case shall there be less than three (3) YEA representatives per building; one (1) of such number shall be the guidance counselor, if any, assigned to the building. The administration may appoint to the committee other teachers in the building who hold a supplemental contract position for Teacher Leader, Safe Schools, and other supplemental positions which may be appropriate for the Team, as well as other district personnel and non-district personnel. Each building committee shall complete its task no later than November 15, 2003. Upon completion, the Crisis Response Team Plan shall be sent to the Superintendent, the Association President, and the building staff.

B. Each building Crisis Response Team Plan must include a procedure whereby staff in the building will be provided timely notification of an impending problem/crisis which might impact the safety/security of students and staff in that building.

C. Beginning with the 2004-05 school year, by November 15 of each school year, each building committee shall review and update the Crisis Response Team Plan for the building. If

changes/revisions are needed to the plan said changes/revisions shall be committed to writing and sent to the Superintendent, the Association President, and the building staff.

D. This provision does not prevent the administration from forming subcommittees of any personnel to develop Crisis Response Team Plans for special needs within the building which are not applicable to the entire school. The work of the subcommittee is intended to supplement the overall plan, not to alter or amend it.

E. The committee or subcommittee shall be reconvened by the administration during any school year to amend the Crisis Response Team Plan to address changing needs of the building or changing special needs of staff and/or students.

7.0116 Testing by Elementary Teachers: Bearing in mind that testing is one tool used to identify the educational needs of students at the elementary level, the Board shall:

A. Make a reasonable effort to provide consistency in State-mandated testing, without limiting the application of differences which may be necessary and/or desired within a building. In the event a building has the flexibility to choose from a variety of State-mandated testing vehicles, the affected teachers in the building will have input into the selection of the vehicle to be used in their building; and

B. Whenever a State-mandated test is to be individually administered at the primary elementary level (K-3), the affected K-3 teachers shall be given the required resources (e.g. test materials) to administer any mandated achievement or benchmarking test. Furthermore, the Board will make a reasonable effort to support primary elementary teachers (K-3) in the effective administration of any State-mandated tests that must be individually administered; and

C. With respect to non-State-mandated, non-grant-provided assessment testing in core content areas, except as may be otherwise provided by IEPs, LEPs and identification of gifted students, the District will limit the tests which are required to be administered in grade levels 1-3 to one test or certain elements of two tests combined into one test (up to three administrations of it) per student per school year; if elements of two tests are to be combined into one, the grade level teachers who will administer the testing will be provided input with respect to the combination.

D. With respect to the administration of any non-state-mandated, grant-provided testing, the initiation of such testing shall be subject to the prior approval of the affected teachers in the building to the extent as may be required by the grant.

7.02 Employee Protection

7.021 Responsibility

A. It is the responsibility of the employee to provide a classroom learning situation which provides an atmosphere for learning to take place.

B. The Board shall fully support and assist employees in the maintenance of control and discipline in the classroom. An employee may use such force as is reasonable and necessary to quell a disturbance threatening physical injury to others, to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil, for the purpose of self-defense, or for the protection of persons or property.

C. When it becomes apparent that a breakdown in classroom discipline is caused by a particular pupil who is disruptive in nature, it is the duty of the principal to notify the parents (or

guardians) and work cooperatively with the parents and employees toward a reasonable solution to the problem.

7.022 Physical Violence; Disciplinary Referrals

A. **Reports of Physical Violence:** All cases of physical violence to employees shall be reported to the principal. Employees shall report the incident to a building administrator simultaneously with or before contacting the police; in the absence of an administrator, the report shall be made to the school office. If in the judgment of the employee and/or the principal, the assault is sufficiently severe, the police shall be notified.

B. **Disciplinary Referrals:** When an employee sends a student with a disciplinary referral form to the principal, the principal shall report to the employee in writing the disposition of the referral, including the range of potential consequences to the student if similar behavior recurs, when the student is returned to the employee's supervision.

7.023 Protections Against Litigation

A. In the event that any employee is complained against or sued as a result of his/her employment and the normal protections outlined above are not sufficient, the Board will lend all necessary assistance from Board employees or will provide legal counsel for the employee in his/her defense in accordance with the provisions of the Ohio sovereign immunity statutes.

B. Employees shall not be assigned to provide any medical service to students. Latex gloves shall be available for teacher use for protection from chronic communicable diseases.

C. No employee shall be responsible for the storage, maintenance, and/or security of any state achievement and/or graduation test, except when in the possession and/or control of said test while transporting to and from the office and the testing area, and/or when administering any such test.

7.024 Student Code of Conduct; Student Discipline

A. The Student Code of Conduct and the Student Discipline policies shall be reviewed annually before March 15 for recommendation to the Superintendent, and ultimately to the Board for approval as policy. Such code shall be reviewed by a committee comprised one-third (1/3) of representation from the school administration, one-third (1/3) of representation from the YEA, appointed by the YEA President, and one-third (1/3) of parents and students. The committee shall elect its chair, shall meet three (3) times during the school year to complete its work beginning no later than November 15, and shall receive all necessary staff and financial assistance from the Board. The Committee shall also engage in research based studies of Best Practice disciplinary intervention procedures.

B. The Committee shall work during the 2007-2008 school year to achieve recommendations on:

1. Guidelines for uniform enforcement of the Student Code of Conduct as to the commission of violent acts against students and/or staff members while on school property;

2. Proactive alternative strategies to deal with disruptive student behaviors and to reduce out of school suspensions and expulsions at all levels (elementary, MS, HS) in the district.

C. The Committee shall make its recommendations to the Board of Education during the month of April, 2008 for implementation during the 2008-2009 school year.

7.025 Building Level Committees

A. Annually, each building shall establish a committee to jointly develop a Behavior Management Plan unique to the needs of that building. Once developed, the committee will meet on a monthly basis to assess the strengths and weaknesses of the plan, and the implementation of the plan.

B. At a minimum, each building level committee shall consist of the principal, or his designee, and one (1) YEA member from the building, and one (1) parent with a child/student at the building. YEA members shall be added to the committee at a ratio of one (1) additional member for every fifteen (15) employees or major fraction thereof, in excess of twenty-five (25) employees in the building. The YEA members shall be annually elected by those employees who have the building designated as their "home" school.

7.03 *Employee Day

7.031 General

A. All employees shall observe normal duty hours of seven and one half (7-1/2) hours per day as directed by their immediate supervisor. The employee day shall include a daily, minimum, thirty (30) minute, uninterrupted, duty-free lunch period.

The preparation/conference period scheduled for classroom employees assigned to the junior high/middle school and high school shall be, at minimum, the duration of a regular instructional period in the building of assignment. A preparation/conference period of thirty (30) minutes per day shall be provided for non-classroom employees in grades 7-12, such time to be allocated on the schedule by the immediate supervisor with every effort given to scheduling it at mid-day for librarians.

B. Employees' meetings, committee meetings, or other assigned school duties which may need to take place outside of the employee work day shall not occur in the aggregate for each employee more than four (4) hours in a month (calculated at the rate of one (1) hour per work week in the month) not to exceed four (4) hours during any month. Furthermore, such meetings shall be limited in that no such meeting shall extend the work day by more than two (2) hours, and there shall be no more than three (3) such meetings in any month, except during the months of August, December, and June when such meetings shall be limited by the number of work weeks in the month. Except when there is a need for an emergency meeting, an effort shall be made to give employees as much advance notice of the meeting as practicable. However, when a meeting is expected to exceed one (1) hour in duration, employees shall be given three (3) days advance notice.

C. Except when there is a need for an emergency meeting, or when the meeting is initiated by an employee, an effort will be made to provide at least twenty-four (24) hours advance notice of any meeting he/she is required to attend involving a student and/or parent of a student outside of the employee work day. Scheduling of the meeting will take into consideration any previously scheduled appointment of the employee that cannot be reasonably rescheduled.

D. All other meetings shall occur during the regular school day through the provision of substitutes or early dismissal of students. This practice should be continued and encouraged whenever possible because of its effectiveness.

E. Employees shall attend parent-teacher conferences and shall remain on duty throughout the scheduled period of the meetings, unless excused or otherwise directed by their immediate

supervisor. The development of the parent-teacher conference schedule shall be in accordance with the School Calendar provisions in Appendix I of this Agreement and shall be the subject of prior consultation with YEA in accordance with Sections 7.131 and 2.091 of this Agreement. Such schedule shall be established no less than thirty (30) days prior to the parent-teacher conference.

F. When an employee is requested by the principal to waive his/her planning/conference period to assume the responsibilities of teaching a class, to accept at the secondary level the students of other employees in the employee's study hall, or to accept the students of another employee at the elementary level when a substitute employee is not obtained, the employee shall be compensated at the hourly rate specified in Section 8.031 of this Agreement per hour for such responsibilities. At the Secondary level the principal shall not request the same employee to accept such responsibility until all available employees have done so. At the Elementary level, except in those buildings where there is only one (1) or two (2) classes of a grade level, the responsibility will be shared by Primary teachers (Grades K-3) when a K-3 teacher is absent and Intermediate teachers (Grades 4-6) when a 4-6 teacher is absent on a rotating basis. When such assignments are shared by more than one employee, the compensation shall be shared proportionately by the employees.

G. An employee assigned to more than one (1) building during the same workday shall be entitled to an adequate amount of travel time from the end of the last assignment in one (1) building until the beginning of the assignment in the other building. Such travel time shall not be considered as preparation time nor serve to reduce the employee's duty-free lunch period.

H. The Board will provide for an early dismissal on one day each grading period during the school year for employee record-keeping and planning purposes. The minimum hours of student attendance required by state law shall be maintained on these days.

1. This time shall be used exclusively for record-keeping and/or planning by the employees. Staff meetings shall not be called by the administration on this time. (I.E.P. Team Meetings can occur, with the approval of all the Team members).

I. In addition to the early dismissal provided in Section 7.031 H. above, the Board will provide for an early dismissal one (1) day each grading period during the school year for mandatory building/district level staff professional development which shall be attended, participated in, completed, and effectively implemented by each employee. The minimum hours of student attendance required by state law shall be maintained on these days. For staff professional development provided by the Board, the Board shall consider topics from teacher input provided to the Superintendent, or designee, by the Association President no later than May 31st of each year for the staff professional development to be offered teachers for the ensuing school year. The Superintendent shall also consider input from such topics submitted by teachers as part of professional development surveys, the aggregate responses of which shall be shared with the Association President.

7.032 Elementary Schools

A. Pre-school teachers, housed in an elementary building, shall be responsible for performing bus duty, breakfast duty, and lunch duty for their Pre-school students; the Principal shall make an effort to not schedule them for additional duties in the building that are not directly related to their Pre-school students unless there are no other certificated/licensed staff available to provide the needed coverage.

B. All elementary employees will have a duty-free, uninterrupted lunch period of thirty (30) minutes. All elementary employees will have a twenty-five (25) minute preparation period immediately preceding or following their lunch period. These two (2) periods, totaling fifty-five (55) minutes, shall be between the hours of 11:00 A.M. and 1:30 P.M. Except in emergencies, elementary employees shall be allowed to leave their assigned buildings after the students have cleared the school grounds (this provision will not extend the workday beyond the normal seven and one-half (7½ hours).

C. All elementary employees shall have at least 135 minutes of additional planning time during a five (5) day school week (beyond that set forth in Section 7.032 B., above). This time shall be utilized as continuous, uninterrupted, duty free minutes, during the instructional day (instructional day is defined as the time when a teacher is responsible for the education and supervision of children) at intervals determined by the building schedule, but an effort shall be made not to schedule more than one (1) such additional planning period in a school day.

1. Additionally, the elementary staff of a building may initiate with the principal a procedure for providing team planning at a grade level(s), or across the building.

2. Provided at least two-thirds (67%) of the staff in an elementary building who would be affected by the decision accepts the concept of team planning, the language for "continuous and uninterrupted" planning in Section 7.032 C. shall not prohibit the initiation of team planning at a grade level(s) or across the building.

3. The procedure will be reduced to writing, with all staff members in the building receiving a copy. A copy will be shared with the Superintendent and the YEA President.

4. The procedure may not be unilaterally altered by the administration during the course of a school year, unless agreed to by the staff.

D. Employees not assigned pursuant to paragraph "E" herein shall have the right to leave their assigned buildings during the fifty-five (55) minute period identified in Section 7.032 B., using their discretion as to activities appropriate for this time of day.

E. No employee shall be required to supervise students during the consumption of meals by students.

F. The principal shall arrange employees' schedules, mutually agreed upon by the principal and the YEA, so as to provide for an adequate staff of employees to be on duty, in the building, at all times during the mid-day portion of the day.

G. Planning time provided for in Section 7.032 C. shall be provided by the Board employing specialists in areas such as art, music, and physical education. During the time when a regular elementary employee's class is being conducted by a specialist employee, the regular employee need not remain with the class. However, the regular employee shall remain with the class until the specialist employee has supervision and control of the classroom; the regular employee shall return to the class prior to the specialist employee relinquishing supervision and control; and such return to class shall be within the scheduled time of the specialist employee's duty period. In the event a specialist employee is absent or is assigned responsibilities outside of his regular assignment, the Administration will provide a substitute employee, if possible.

1. If the regular elementary employee is supervising the students of another teacher due to the lack of a substitute employee, the specialist employee shall assume the additional students into their instructional time along with the students of the regular elementary employee. The

specialist employee shall receive the compensation as provided in Section 7.031 F. for this period of time.

H. An employee(s) who volunteers to convert lunch or preparation time to student supervision may do so. The employee(s) shall be paid the hourly rate in Section 8.03 A. of the Agreement for the performance of student supervision as requested by the immediate supervisor.

*This provision shall be restricted to those employees employed by the Board under a regular contract.

7.04 Parent-Teacher Participation

7.041 Membership: Employee membership in any parent-teacher organization shall be voluntary.

7.042 Participation in Activities: Employee participation in parent-teacher organization-sponsored activities before or after the school day shall be voluntary.

7.05 Class Size

7.51 Grades K-2 = 19 to 1
Grades 3-8 = 24 to 1
Grades 9-12= 24 to 1
Career and Tech/VPA follow 21 to 1 not to exceed available equipment/workstations.

A. Elementary specialists, such as art, music, and physical education teachers shall meet with and teach students from one regular classroom teacher at a time, except:

1. Intensive English students and special education students may be included with a regular class if, in the case of special education students, it is required by their I.E.P., and provided the inclusion of the students does not increase the provisions contained in Section 7.51 by more than 7 students.

B. Except for the allowable increase provided in Section 7.53, in the event that individual class size exceeds that set forth in Sections 7.51, and the district is notified in writing, the district shall have not more than twenty (20) school days after receipt of the notification to bring that class into compliance with Sections 7.51. In Kindergarten classes, the provision of an aide upon reaching 20 students and continuing until the arrival of the 31st student shall be deemed to comply with Section 7.51. Upon arrival of the 31st student, the district shall have not more than twenty (20) school days to bring the class back into compliance with Section 7.51 of the Agreement.

1. The affected teacher shall be responsible to notify the building principal of the overage. Receipt of this notification shall initiate the timeline identified in Section 7.51 B.

2. If the overage is not remediable at the building level, the principal shall notify the Superintendent's office. The Superintendent shall be ultimately responsible to ensure compliance with this Section.

3. The provisions of Section 7.51 B may be increased by no more than two (2) additional students during the final grading period of a school year. Except for classrooms designated as "RCS" classrooms, the arrival of students new to a building during the final grading period shall

be distributed among all teachers in the affected grade level/subject area before the exception to class size contained in this Section can be applicable.

7.52 "Mainstreaming": "When special education students are "mainstreamed" into a regular classroom, the number of "mainstreamed" and inclusion students shall not be more than one (1) for every two (2) regular education students in the classroom. The district shall provide all supportive and supplemental services for the "mainstreamed" student as identified in the student's I.E.P. Should the regular classroom teacher have issues of concern regarding the services provided to the student, the teacher shall follow the protocol identified in Section 7.105 (Challenge of Student Placement) of the Agreement.

7.53 Notwithstanding the class size limitations in Sections 7.51 herein, the Board may exercise its discretion to increase any such class size by one (1) student on the following conditions; the teacher shall be paid $75 per grade period in which any class size limitation in Section 7.51 has been exceeded by one (1) student for at least twenty-seven (27) school days in that grade period. Excess enrollment shall begin when the student reports to the class and ends with the official date of withdrawal of the student. (However, with respect to kindergarten classes, if an educational assistant is assigned to the class, no such payment shall be made to the teacher for the increase of one (1) student from 19 to 20 students in the class.) The payment provided for herein shall be made by the Board to the teacher within one payroll period of the receipt by the Treasurer's office of an accounting of the information required herein to authorize the payment, such accounting to be signed by the teacher and the principal.

7.06 Class Load

7.061 Junior High/Middle School Class Load: While two (2) different teaching preparations per day is ideal, three (3) different teaching preparations per day shall be the maximum, unless the teacher volunteers for additional course preparations, or teaches a foreign language. The maximum teaching load for up to seventy-five percent (75%) of the junior high/middle school teachers per building shall not exceed six (6) regular class periods per day. No teacher shall be assigned six (6) teaching periods per day for more than three (3) consecutive years, unless the teacher volunteers for the assignment, or teaches a foreign language. The remainder of the junior high/middle school teachers per building shall not exceed five (5) regular class periods per day (at the teacher's option, the teacher may volunteer for a sixth teaching period in lieu of a duty period, or to have additional course preparations). No teacher in the junior high/middle school shall have more than one hundred sixty-eight (168) students per day, or the maximum permissible under the provisions of Section 7.053 of the Agreement.

7.062 High School Class Load: While two (2) different teaching preparations per day is ideal, three (3) different teaching preparations per day shall be the maximum, unless the teacher volunteers for additional course preparations, or teaches a foreign language. With the exception noted below*, the maximum teaching load for up to sixty-seven percent (67%) of the high school teachers per building shall not exceed six (6) regular class periods per day. No teacher shall be assigned six (6) teaching periods per day for more than two (2) consecutive years, unless the teacher volunteers for the assignment, or teaches a foreign language. The remainder of the high school teachers per building shall not exceed five (5) regular class periods per day (at the teacher's option, the teacher may volunteer for a sixth teaching period in lieu of a duty period, or to have additional course preparations). No teacher in the high school shall have more than one hundred sixty-eight (168) students per day, or the maximum permissible under the provisions of Section 7.054.*. At the Choffin Career and Technical Center, all career and technical teachers shall teach a morning block and an afternoon block with each block to be no more than two and

one-half (2.5) hours; such teachers will not be subject to the sixty-seven percent (67%) ratio described in this Section.

7.0621 **"Singletons"**: "In the event that a single class is offered due to curriculum requirements that could cause the violation of the maximums established by Section 7.062, those maximums shall be suspended for purposes of that class assignment. The teacher in that building having the least seniority and the proper certification shall be assigned to teach the class, unless another teacher has volunteered.

7.063 Special Education Class Load: No self-contained special education unit shall have more than the maximum number of students permitted by the Rules for the Education of Handicapped Children, effective July 1, 1982, except those defined at Section 7.103 A. 2. a. of the Agreement.

7.064 Exemptions: The following exemptions shall exist to the standards listed in Sections 7.053, 7.054, 7.061, and 7.062: study hall, directed co-curricular activities, community service courses, instrumental music classes, vocal music classes.

7.065 Elementary Specialists

A. The district will provide at least one elementary specialist, such as an art, music, or physical education teacher for each six hundred (600) elementary students, or a major fraction thereof, districtwide, who are assigned to elementary buildings.

B. The elementary specialist positions of art, music, and physical education shall be taught by special employees with certification/licensure in these fields.

7.066 Guidance Counselors

A. The district will provide at least one junior high school/middle school and high school guidance counselor for each five hundred (500) students, or a major fraction thereof, districtwide, who are assigned to junior high school/middle school and high school buildings.

B. The district will provide at least one (1) FTE elementary guidance counselor per three thousand (3,000) elementary students, or a major fraction thereof, districtwide, who are assigned to elementary buildings; and,

1. The district will provide no less than one (1) elementary guidance counselor per one thousand two hundred (1,200) elementary students, or a major fraction thereof, district wide, who are assigned to elementary buildings from:

a. Title I funding sources, as long as such funding is available, at the discretion of the building principal, within the parameters established by the district, or

b. Funding, if received, through an elementary counseling grant program of the Elementary and Secondary Education Act of 1965, as amended, 20 U.S.C. 6301 et seq. (2002). Said funding source, as long as such funding is received, shall be used to offset and/or supplement Title I funds available to support the district's elementary guidance counselor program.

7.067 Psychologists: The district will provide at least one school psychologist for each two thousand (2,000) students, or major fraction thereof, assigned to district buildings, as long as viable candidates have made application to the district. If an insufficient number of candidates

have made application, the district shall actively seek qualified candidates pursuant to the Settlement Agreement of December 1999.

7.068 Speech Pathologists: The district will provide at least one speech pathologist for each one thousand (1,000) students, or major fraction thereof, assigned to district buildings, as long as viable candidates have made application to the district.

7.069 Librarians/Media Specialists: The district will provide at least one librarian/media specialist for each one thousand five hundred (1,500) students, or major fraction thereof, assigned to district buildings, as long as viable candidates have made application to the district. If an insufficient number of candidates have made application, the district shall actively seek qualified candidates pursuant to the Settlement Agreement of December 1999.

7.0610 Visiting Teachers: The maximum ratio of visiting teachers should be one such employee for each three thousand (3,000) students, or major fraction thereof, assigned to district buildings.

7.07 Miscellaneous Employee Issues: This provision shall be restricted to those employees employed by the Board under a regular contract.

7.071 Non-Teaching Assignments: The principal will distribute non-teaching assignments as equally as possible among employees in the building.

7.072 Student Teacher Observation and Practices: The Board offers opportunities for students in the Departments of Education of various approved colleges to receive help in preparation for the educational profession. The Board deems it a professional obligation to assist in the preparation of new employees. Supervising teacher will receive the established honorarium arranged through the program of the participating university. Principals shall consider requests of employees who are interested in participating in this program.

7.073 Student Contact Time: The maximum amount of student contact time in teaching assignments shall not exceed three hundred and thirty (330) minutes per workday for any employee in pre-K through 8th grades, and three hundred (300) minutes per workday for all other employees except when the employee is required to cover the class of another teacher under the provisions set forth in Section 7.031 F. of the Agreement. Supervised study periods shall be considered student contact time. For those employees in pre-K through 8th grades whose regular full-year schedule includes student contact time in teaching assignments over three hundred (300) up to three hundred and thirty (330) minutes, each applicable member will be paid a bonus of $450 per semester in the pay period following the close of each semester.

7.074 Student Learning Stations: Classrooms/ laboratories established for specialized purposes (except for science laboratories), shall have no more students assigned to such classrooms/ laboratories than the number of student learning stations provided in the classroom/laboratory.

7.075 Work Schedules: The work schedules of employees such as, but not limited to, elementary specialists and speech therapists, assigned to positions other than a regular classroom assignment shall be established by the employee's immediate supervisor after consultation with the employee.

7.08 Student Scheduling

7.081 Proper Scheduling: Standards, including prerequisites, should be established for certain specialized courses. Students who do not meet the prerequisites should be scheduled accordingly. Caution should be exercised to avoid scheduling in these courses of students who do not meet the prerequisites, because a pupil who cannot be reasonably expected to succeed in a course can easily become a distracting influence. The Board should show concern that no undue or unfair pressure be exerted on school personnel in the performance of this or any other duty.

7.082 Schedule Distribution: In the secondary schools, schedules should be picked up by the pupils before the first day of school.

7.083 Split Classes: It is the policy of the school district to make every effort to eliminate split classes.

7.09 Grade Books and Lesson Plans

7.091 Forms

A. The Board shall supply forms for grade books and lesson plans which will facilitate ease of keeping records and planning lessons.

B. Such forms will be developed or selected with the participation of employees appointed by the YEA President.

7.092 Requirements

A. Employees shall have the obligation to:

1. Provide lesson plans each Friday for the following week's instruction.

2. Keep plans in a place that is accessible to administrators, supervisors, and substitute teachers.

3. Keep grade books up-to-date, and in a manner which will provide justification for evaluations which appear on reports to parents.

B. Administrators shall have the obligation to:

1. Provide written or electronic mail verification to the employee that the lesson plans for the week have been received.

2. Return the lesson plans to the employee on or before Monday morning for that week's instruction.

7.093 Grade Changes: Under normal circum-stances, grades given to students by employees are absolute. In unusual cases where a principal believes a grade is in error or cannot be substantiated or justified, the principal shall discuss the grade with the employee who assigned the grade and, at the request of the employee, a YEA representative. In the event that a grade assigned to a student by an employee is changed without the concurrence of the employee, the employee shall not be held responsible for the grade changed by the administrator.

7.094 Alternative Program Grades: Grades received from alternative programs conducted by this district shall be honored and incorporated into report card grades issued by regular classroom teachers.

7.10 Inclusion

7.101 Definition: Inclusion is a non-legal term used to describe service delivery systems for students identified as having disabilities. The basis for this philosophy is the Rehabilitation Act of 1973, Section 504: The Education for All Handicapped Children Act (P.L. 94-142) passed in 1975; The Individuals with Disabilities Education Act (IDEA), passed in 1991 (re-authorized in 1997); and, court decisions involving the authority of Least Restrictive Environment.

Inclusion is a term which expresses commitment to educate students, to the maximum extent appropriate, in their home school, with their age and grade peers. It involves bringing the support services to the child rather than moving the child to the services and requires only that the child will benefit from being in the class rather than having to keep up with other students.

7.102 Philosophy

A. The Board and the YEA believe that the classroom should be a reflection of the real world. The prime consideration when placing a child into the school setting is to provide the best educational environment, i.e., the Least Restrictive Environment (LRE). The regular classroom setting is the benchmark for all issues and decisions regarding Least Restrictive Environment as mandated by Federal Law. Every student should be placed in a setting that encourages learning and growth.

B. The Board and the YEA believe that:

1. The needs of each and every student must be addressed.

2. The full continuum of services must be available in the district for students who require special education and related services.

3. All education employees must become more informed and are encouraged to participate fully in the placement process.

4. Inclusion is a philosophy, not a set program and not a way to save money. This philosophy does not mandate full-time placement in the regular classroom for every special needs child.

5. The Individualized Education Plan (IEP) and/or the 504 Plan are legally binding documents on the district and all education employees who are charged with the responsibility of providing services to the child.

6. All education employees charged with the responsibility of providing services to a child under an IEP and/or 504 Plan must be given a copy of the IEP and/or 504 Plan.

7.103 Models

A. Under the "Service Delivery Options", educational services shall be provided wherein the special education teacher works collaboratively with the regular education teacher to effectively meet the needs of the students. Collaborative teaching will be then approached in the following manner:

1. Co-teaching involving one regular education teacher and one special education teacher in the same classroom setting. At the elementary level, one (1) special education teacher may co-teach with up to four (4) regular education teachers. At the Junior High/Middle School and High School level, one (1) special education teacher may co-teach with up to six (6) regular education teachers each day, but no more than one (1) teacher per period during any given school day.

a. Complementary Instruction – a classroom situation in which the regular educator teaches the basic content of the class and the special educator teaches academic survival skills such as note taking and study skills.

b. Team Teaching – both teachers take turns being responsible for teaching the basic academic content. Decisions are made based on the teachers' interests and skill levels with the material, rather than on their certification or job label. The two (2) teachers work to plan, develop and teach the lesson.

c. Supportive Learning Activities – the regular educator is responsible for presenting the basic points of a lesson, while the special educator is responsible for the application activities that enhance comprehension, retention (e.g. science experiments and discussions), reinforcement and reteaching of skills on a group or individual basis, as needed.

2. Self-contained special education units containing appropriate groupings of cross categorical special needs children.

a. In these units, the class size shall not exceed twelve (12) in the Elementary, twelve (12) in the Junior High/Middle School, and sixteen (16) in the High school during any one instructional period.

B. Where a special education teacher does not have a dedicated space for pull-out instruction of students, the building principal will, within limitations imposed by grants, give preference to the special education teacher over non-bargaining unit members in the allocation of appropriate space in the building for the delivery of pull-out instruction that may be required outside of the teacher's regular classroom setting. The special education teacher shall notify the building principal as soon as the need for the space is known so that the allocation may be facilitated and scheduled. Any space designated for special education pull-out purposes shall be shared by special education teachers in the building.

7.104 IEP Team: To the extent reasonably possible, employees whose duties are impacted by an IEP shall be provided the opportunity to be present at the IEP team meeting.

7.105 Challenge of Student Placement: Any employee who is impacted by an IEP and who can demonstrate issues of concern regarding the services provided to the student may request, in writing, that the IEP team be reconvened to discuss these issues. The following protocol shall be followed when issues of concern are raised:

1. The building principal, or designee shall be given the opportunity to discuss immediate resolution of the problem.

2. If the problem is not remediable by the building principal within three (3) school days, the Program Supervisor shall be notified by the teacher, and the IEP team reconvened within ten (10) school days thereafter.

3. If there is no consensus among the members of the IEP team, then within five (5) school days thereafter a case conference shall be scheduled with the IEP team and the Director of Pupil Personnel Services. In the event that no remedy is devised in the case conference, all parties with an interest therein shall be subject to the due process requirements set forth in State and Federal law.

7.106 Training/Staff Development: The Board shall annually provide training and/or staff development programs for employees whose duties are impacted by an IEP and/or 504 Plan. These days may coincide with or be in addition to the scheduled districtwide In-Service and/or Professional Development days.

7.107 Class Size/Ratio

A. The determination of the size of regular classes with inclusion students shall take into consideration any extraordinary demands on physical space, teacher contact, and/or teacher supervision. The participation of a special education teacher and/or aide shall not change the class size provisions in Sections 7.052, 7.053, 7.054 and 7.055, unless specifically provided for in these sections or elsewhere in the Agreement.

B. With the exception of self-contained cross categorical units, there shall be no more than one (1) special needs student for every two (2) regular education students in an inclusion classroom. (Example: If there are ten (10) regular students, there may be five (5) special needs students, for a total of fifteen (15) students.)

7.108 Support Services: The Board will ensure that any supportive services which may be required by a special needs student in his/her IEP are provided.

7.11 Requisitioning Procedures: All supplies and equipment for which the Board is expected to make any payment shall be purchased through the Office of Business Affairs.

A. The employee must fill out a standard requisition form in duplicate and submit both copies to his/her principal or department head for approval.

B. If approved, the principal or department head shall keep the duplicate and forward the original to the Office of Business Affairs.

C. If approved, the items requisitioned will be processed for purchase.

D. The employee shall be advised in writing of the disposition of the requisition.

7.12 Activity and Field Trips

7.121 Approval

A. Activity and field trips off the school premises involving school groups, held during the school day, and all overnight trips, sponsored by a school or school agency may be made only with the approval of the principal and the Director of Instruction. Adequate employee supervision

is necessary for all such trips. Advance written parental permission, including waiver of liability, must be obtained for all trips that require transportation of the pupils.

B. The Director of Instruction is responsible for the approval of educational field trips planned as a continuation of enrichment of the classroom experience, held during normal school hours and all overnight trips sponsored by a school or school agency. All requests for approval must be received by the Department of Instruction five (5) days prior to the date of the activity or field trips. An approval form is provided by the Department of Instruction for such requests.

Under unusual circumstances, the five (5) day limit may be waived through communication between the principal and the Director of Instruction.

7.122 Planning: So far as practical, field trips shall be planned so that the school bus makes a delivery to and a pick-up at a predesignated location and does not necessitate having a driver during hours wherein the bus is not in use.

7.13 *Curriculum Study and Development

7.131 Curriculum Instruction Committee

A. An advisory Curriculum Instruction Committee shall be maintained which shall develop a mission statement, provide for a continuous program of curriculum study and educational planning, formulate procedures to facilitate these functions, and make its recommendations to the Assistant Superintendent for Instructional Support for Board consideration.

B. The Director of Instruction or Superintendent's designee shall serve as Executive Secretary of the Curriculum Instruction Committee and shall exercise the executive and administrative functions thereof.

C. The Superintendent, Assistant Superintendent, and the Directors of the school system shall serve in an advisory capacity to the Curriculum Instruction Committee. Lay personnel may serve as consultants to the Curriculum Instruction Committee as the needs arise.

D. Curriculum Committee shall consist of seven (7) members appointed by the Board, seven (7) members appointed by the YEA, two (2) parents, one (1) appointed by the Board and one (1) by the YEA and two (2) students, one (1) appointed by the Board and one (1) by the YEA.

7.132 Curriculum Development

A. Employees, administrators, and resource people also shall participate in decision-making regarding curriculum development, implementation of program, evaluation of the program, textbook and curriculum revision through the Curriculum Instruction Committee.

B. Careful consideration shall be given to balance and representation in these groups in relation to grade levels, subject areas, types of student being served, special training and interest in the particular field.

C. Instructional supervisors, resource people, and other Central Office personnel should be available as requested by members as resource persons.

*This Provision shall be restricted to those employees employed by the Board under a regular contract.

7.14 Academic Freedom

7.141 Philosophy: A professional staff seeks to educate people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of, and respect for, the Constitution and the Bill of Rights, and to instill appreciation of values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for employee and student is encouraged.

7.142 Academic Freedom: Academic freedom within the confines of State Law and Board Policy shall be guaranteed to employees in order to create in the classroom an atmosphere of freedom, which permits students to raise questions dealing with critical issues of the time and which maintains an environment conducive to the study, investigation, presentation, and interpretation of the facts which stress the interplay of ideas. The employee is responsible for exercising good judgment in selecting for discussion those relevant issues that he/she may deem to be of value to the maturity and understanding of the students involved.

7.143 Security of Environment: To provide employees with a secure environment and in keeping with the guarantee of academic freedom as incorporated within the State Law and Board Policy, the Board and the YEA agree that no person shall trespass or loiter in any school building of this district or on the grounds thereof and that all persons, exclusive of Board personnel, upon entering any school building of the district, report immediately to the Office of the Principal and request a visitor's permit pursuant to Sections 3313.20, 2917.211 and 2909.09 of the Ohio Revised Code.

7.15 Employee-Administration Public Relations Program: Employees and administrators should develop and operate a consistent public relations program. Such a program would provide for year-round favorable publicity regarding accomplishments and remaining problems.

7.16 School Closings

7.161 Consideration of YEA Suggestions: The Superintendent of Schools will entertain suggestions from the President of the YEA when the Superintendent considers the closing of any school building(s). Such suggestions may include the manner of transferring employees from closed or consolidated buildings.

7.162 Notification of Closings/Consolidations: The Superintendent will serve notice as to the decision to the President of the Association before formal announcement is made to the public and/or to the teaching staff.

7.17 Money Collection: Any money collected by a certificated employee from students shall be deposited daily with and accepted by the school principal for safekeeping.

7.18 Site-Based Decisionmaking

7.181 Definition: A collaborative model whereby decision making regarding some or all of the aspects of the school function is shared at the building level by the stakeholders of that building.

7.182 Philosophy: The School Board and the YEA recognize that arrangements pursuant to which employees at individual schools are given increased responsibility for making decisions can foster the collegial exchange of ideas and information that is beneficial for effective professional practice, and can improve the educational process. Accordingly, the Board and the YEA encourage the development and implementation of Site-Based Decisionmaking arrangements in the school district. The parties recognize, however, that this model cannot be imposed upon employees, but must be nurtured and fostered over a period of time.

7.183 Development and Implementation

A. Effective with the 2000-2001 school year, the district shall identify at least one (1) building to be operated by a Site-Based Management council (SBMC) as required by Section 3314.20 of the Revised Code and Section 3301-35-10 of the Ohio Administrative Code as set forth herein. The composition of the SBMC for the designated building shall be determined as set forth below:

(a) The building principal;

(b) Three (3) teachers assigned to the school, two (2) of whom are elected by the teachers of the school and one (1) of whom is appointed by the YEA;

(c) The custodian and one (1) other non-teaching staff member assigned to the school and elected by the non-teaching staff of the school;

(d) Three (3) parents, each with at least one child enrolled in the school, and elected by the parent organization of that school;

(e) Two (2) community agency representatives as selected by a majority of other SBMC members;

(f) The representative of the student body organization of that school, and one (1) other student elected by the student body, both without voting rights.

B. It is recommended that prior to implementation of Site-Based Decisionmaking beyond the provisions of ORC Section 3314.20, OAC Section 3301-35-10, Section 7.183 A., and/or Sections 7.0112, 5. and 7.0112, 6. of the Agreement, the Superintendent and President of the YEA should discuss the value and feasibility of commissioning a districtwide group to formulate a Site-Based Decisionmaking process for the district. The process should include the development of guidelines, procedures, and policies for the implementation of Site-Based Decisionmaking in the district and in the buildings.

7.184 Limitations

A. No aspect of a Site-Based Decisionmaking arrangement or decision can be contrary to the terms of the Agreement, unless a waiver is obtained from the YEA. Said waiver must be in writing, and must specify the contractual provision waived, the nature and duration of the waiver, and the employees affected by the waiver. The waiver will be considered an addendum to the Agreement, and any dispute as to its interpretation or application will constitute a grievance within the meaning of Article IV (Grievance Procedure) of said Agreement.

B. Except to the extent waived pursuant to Section 7.184 A., the Agreement will remain in full force and effect, and have full application to the employees who are affected by the Site-Based Decisionmaking arrangement. Additionally, the granting of a waiver by the YEA to a building shall not diminish the provision(s) of the Agreement waived for the remaining bargaining unit members.

C. No employee will be excluded from the bargaining unit as a supervisory or managerial employee, within the meaning of ORC 4117, by reason of his or her participation in a Site-Based Decisionmaking arrangement.

D. The Superintendent and the President of the YEA will meet at least once each school year to discuss the status of Site-Based Decisionmaking in the school district. The Superintendent, the building principals, and other administrators will comply with any reasonable request from the

YEA for information regarding a proposed or implemented Site-Based Decisionmaking arrangement.

7.19 Drug/Alcohol Testing Policy: After January 1, 2008, and no later than January 14, 2008, a Committee consisting of five (5) Association representatives, appointed by the YEA President and five (5) Board representatives, appointed by the Superintendent shall first meet to develop a comprehensive Drug/Alcohol Testing Policy for employees. The work of this Committee will be completed by March 7, 2008, and shall be subject to ratification by the YEA membership and by the Board prior to implementation. The Committee shall work during the course of the employee workday.

ARTICLE VIII SALARY AND FRINGE BENEFITS

8.01 *Salary Schedule Implementation

8.011 Increments: Employees who earn additional credits, as approved by the Superintendent, qualifying them for a higher salary and who file an official transcript in the Personnel Office shall be compensated at the higher rate effective with the first pay date following the date upon which certification of completion of the coursework is received by the district.

8.012 Longevity Step:

A. A longevity step shall be added at year twenty-four (24) on the salary schedule for those teachers beginning their twenty-fifth (25^{th}) year of service on the salary schedule. Having attained the twenty-fourth (24^{th}) step, said teachers shall be subject to any further general wage increases negotiated between the parties.

B. Effective July 1, 2013, a longevity step shall be added at year twenty-seven (27) on the salary schedule for those teachers beginning their twenty-eighth (28^{th}) year of service on the salary schedule. Having attained the twenty-seventh (27^{th}) step, said teachers shall be subject to any further general wage increases negotiated between the parties. However, those teachers who are placed at Step 27 for either the 2013-2014 or 2014-2015 school years shall not be eligible to be paid the Stipends in Section 8.018.

8.013 Extended Time

A. Any employee who is directed by an administrator or contracted by the Board to render services for days in excess of the 184-day school year shall be compensated at his/her per diem rate of pay for each additional day worked.

B. The regular annual contract or salary notice of any employee who renders extended time service shall separately reflect the regular annual salary of the employee in accordance with the contractual salary schedule, the number of days of extended time service to be rendered, and the total compensation to be paid to the employee for his/her extended time service.

C. Employees assigned to the positions listed below shall be employed for a work year extended by the number of workdays shown or, in the case of vocational employees, the number of extended workdays shall be that number of workdays allowable and paid by extended service funding under State Board of Education Rules.

Position	Extended Workdays
1. Guidance Counselor	Eight (8)
2. Audiologist	Five (5)
3. Speech Pathologist	Five (5)
4. School Psychologist	Twenty (20)
5. Vocational Home Economics	Ten (10)
6. Occupational Work Adjustment	Fifteen (15)
7. Occupational Work Experience	Fifteen (15)
8. Cooperative Business Education	Ten (10)
9. Diversified Cooperative Health	Ten (10)
10. Marketing Education	Ten (10)
11. Vocational Horticulture Program	Twenty (20)
12. Vocational Education Choffin	Ten (10)
13. LPN Instructor	Ten (10)
14. I.M.P.A.C.T. (full-time)	Ten (10)
(half-time)	Five (5)

8.014 Placement on Salary Schedule

A. Five (5) years service credit shall be granted to an employee for previously-earned teaching experience and/or military service, as provided by Ohio Law.

B. To be placed on Column C of the salary schedule, an employee must have earned fifteen (15) semester hours (or the equivalent in quarter hours) after he/she has received a Bachelor's Degree.

C. To be placed on Column D of the salary schedule, an employee must have earned a Master's Degree.

D. To be placed on Column E, F, or G, of the salary schedule, an employee must have earned fifteen (15), thirty (30), or forty-five (45) semester hours (or the equivalent in quarter hours), respectively, after the receipt of the Master's Degree.

E. As a recruitment incentive to obtain new teachers who meet the definition of "highly qualified" per the Elementary and Secondary Education Act of 1965, as amended, 20 U.S.C. 6301 et seq. (2002) in the areas of mathematics, comprehensive science, and special education, the Board shall place all such new hires on the salary schedule with three (3) more years of service credit than he/she actually possesses or to which he/she is entitled per Section 8.014 A. of the Agreement. Any teacher given this recruitment incentive shall not advance vertically on the salary schedule until he/she begins his/her fourth (4^{th}) year of service with the district.

F. As a recruitment incentive to obtain new teachers in areas other than mathematics, comprehensive science, and special education referenced in sub-section E above, the Board shall place all such other new hires on the salary schedule at year 1 of the salary schedule regardless of whether the new hire has teaching service or military service to be placed there. Any teacher given this recruitment incentive shall not advance vertically on the salary schedule until his/her actual service credit matches the years of the next step. Further, any teacher given this recruitment incentive shall not be eligible to be paid the Stipends in Section 8.018.

8.015 Pay Plan

A. Every salaried employee shall be granted the option of choosing a pay plan consisting of twenty-six (26) equal payments (twenty-seven (27) if occasionally deemed necessary by the

district and the YEA after discussion) or twenty-one (21) equal pays. Such option should be made prior to the first pay of any school year and must remain in effect for the entire remainder of that year.

The current practice for the payment of Extended Time Contracts and the current alternative Friday pay schedule shall be maintained through the life of this Agreement.

B. New employees shall designate the preferred option prior to their first day of service. All other employees shall designate to the district Treasurer the preferred option prior to their first day of service of each school year. If no preferred option has been designated by that date, the last previous option designated shall determine the method of compensation.

C. In the event the scheduled pay day falls on a day school is closed, the pay checks shall be issued on the last workday before the closing or placed in the U. S. Mail not later than two (2) days prior to the scheduled pay day; however, in the event there are fewer than three (3) workdays for the Treasurer's Office in a pay day week, the pay checks shall be placed in the U. S. Mail not later than one (1) day before the scheduled pay day. In mailing pay checks, the Board may rely on any previous practice that is not inconsistent with this Agreement. Instead of having pay check(s) mailed, employee(s) may elect to pick up their pay check(s) at the Treasurer's Office.

D. In the event an employee's individual contract is terminated by either party during the school year, the total sum due the employee shall be paid not later than the scheduled pay day after the employee's last day of service.

E. In the event the individual contract of an employee compensated on the twelve (12) month pay plan is terminated by either party at the end of the school year, the employee shall receive the total sum due said employee not later than the pay day for the pay period of the employee's last day of service. However, employees compensated on the twelve (12) month pay plan may elect to continue said pay plan through the summer months if the employee notifies the Treasurer's Office prior to his/her last day of service for that contract year.

*This Provision shall be restricted to those employees employed by the Board under a regular contract.

8.016 Paychecks and Digital Transmission: Direct Deposit of Paychecks. All employees shall be required to use direct deposit to receive their paychecks.

Employees also will receive their pay stubs and other payroll-related information only via electronic/digital transmission.

8.017 Class Coverage-Workshop/Training Payment: Employees who provide class coverage for which additional compensation is paid by the District, or who attend workshops or other training opportunities for which a stipend is offered by the District shall receive his/her additional compensation no later than the pay period succeeding the pay period in which the Treasurer's office receives approved documentation of the class coverage or the workshop or training opportunity. If feasible, the pay stub of the employee shall clearly identify what additional compensation is included in that check and what dates are covered by the additional compensation.

8.018 One-Time Stipends in 2014 and 2015

A. Except for those bargaining unit members who are not eligible as provided Section 8.012 B and 8.014 F, each employee in the bargaining unit who was employed by the District

during the 2013 – 2014 school year shall be paid a Stipend of Nine Hundred Dollars ($900) in the first payroll check in March 2014.

B. Except for those bargaining units members who are not eligible as provided Section 8.012 B and 8.014 F, each employee in the bargaining unit who was employed by the District during the 2014 – 2015 school year shall be paid a Stipend of Five Hundred Dollars ($500) in the first payroll check in March 2015.

C. For employees who are not employed by the Board for an entire school year of 2013-2014 and/or 2014-2015, the foregoing stipends shall be paid on a pro-rated basis for each employee based on the number of days employed in such school year divided by 184.

8.02 Salary Schedule

8.021 Salary Schedule Effective July 1, 2024 through June 30, 2025: Effective retroactively to July 1, 2024 through June 30, 2025, the base salary at Year 0 of the Bachelor's Degree column shall be increased 2.5% for 183 days on the index described herein. (Daily rates shall be based on 184 days in a school year.)

Salary Schedule Effective July 1, 2025 through June 30, 2026: Effective retroactively to July 1, 2025 through June 30, 2026, the base salary at Year 0 of the Bachelor's Degree column shall be increased 2.5% for 183 days on the index described herein. (Daily rates shall be based on 184 days in a school year.)

(See tables next pages)

YEA SALARY SCHEDULE Effective July 1, 2024

YRS	1 ND	2 BACH	3 BA+15	4 MAST	5 MA+15	6 MA+30	7 MA+45	8 PH.D
0	32,852	37,332	38,825	40,319	41,812	43,305	44,798	46,292
	0.880	1.000	1.040	1.080	1.120	1.160	1.200	1.240
1	34,868	39,348	40,841	42,334	43,828	45,321	46,814	48,308
	0.934	1.054	1.094	1.134	1.174	1.214	1.254	1.294
2	36,884	41,364	42,857	44,350	45,844	47,337	48,830	50,324
	0.988	1.108	1.148	1.188	1.228	1.268	1.308	1.348
3	38,900	43,380	44,873	46,366	47,860	49,353	50,846	52,339
	1.042	1.162	1.202	1.242	1.282	1.322	1.362	1.402
4	40,916	45,396	46,889	48,382	49,876	51,369	52,862	54,355
	1.096	1.216	1.256	1.296	1.336	1.376	1.416	1.456
5	42,932	47,412	48,905	50,398	51,891	53,385	54,878	56,371
	1.150	1.270	1.310	1.350	1.390	1.430	1.470	1.510
6	44,948	49,428	50,921	52,414	53,907	55,401	56,894	58,387
	1.204	1.324	1.364	1.404	1.444	1.484	1.524	1.564
7	46,964	51,443	52,937	54,430	55,923	57,417	58,910	60,403
	1.258	1.378	1.418	1.458	1.498	1.538	1.578	1.618
8	48,980	53,459	54,953	56,446	57,939	59,433	60,926	62,419
	1.312	1.432	1.472	1.512	1.552	1.592	1.632	1.672
9	48,980	55,475	56,969	58,462	59,955	61,448	62,942	64,435
	1.312	1.486	1.526	1.566	1.606	1.646	1.686	1.726
10		57,491	58,985	60,478	61,971	63,464	64,958	66,451
		1.540	1.580	1.620	1.660	1.700	1.740	1.780
11		59,507	61,000	62,494	63,987	65,480	66,974	68,467
		1.594	1.634	1.674	1.714	1.754	1.794	1.834
12		61,523	63,016	64,510	66,003	67,496	68,990	70,483
		1.648	1.688	1.728	1.768	1.808	1.848	1.888
13		63,539	65,032	66,526	68,019	69,512	71,005	72,499
		1.702	1.742	1.782	1.822	1.862	1.902	1.942
14		63,539	65,032	68,542	70,035	71,528	73,021	74,515
		1.702	1.742	1.836	1.876	1.916	1.956	1.996
15		63,539	65,032	70,557	72,051	73,544	75,037	76,531
		1.702	1.742	1.890	1.930	1.970	2.010	2.050
16		63,539	65,032	70,557	72,051	75,560	77,053	78,547
		1.702	1.742	1.890	1.930	2.024	2.064	2.104
17		63,539	65,032	70,557	72,051	75,560	77,053	80,562
		1.702	1.742	1.890	1.930	2.024	2.064	2.158
18		63,539	65,032	70,557	72,051	75,560	77,053	80,562
		1.70	1.74	1.89	1.93	2.02	2.06	2.16
19		63,539	65,032	70,557	72,051	75,560	77,053	80,562
		1.70	1.74	1.89	1.93	2.02	2.06	2.16
20		63,539	65,032	70,557	72,051	75,560	77,053	80,562
		1.70	1.74	1.89	1.93	2.02	2.06	2.16
21		63,539	65,032	70,557	72,051	75,560	77,053	80,562
		1.70	1.74	1.89	1.93	2.02	2.06	2.16
22		63,539	65,032	70,557	72,051	75,560	77,053	80,562
		1.70	1.74	1.89	1.93	2.02	2.06	2.16
23		63,539	65,032	70,557	72,051	75,560	77,053	80,562
		1.70	1.74	1.89	1.93	2.02	2.06	2.16
24	50,996	65,555	67,048	72,573	74,067	77,576	79,069	82,578
	1.366	1.756	1.796	1.944	1.984	2.078	2.118	2.212
25	50,996	65,555	67,048	72,573	74,067	77,576	79,069	82,578
	1.37	1.76	1.80	1.94	1.98	2.08	2.12	2.21
26	50,996	65,555	67,048	72,573	74,067	77,576	79,069	82,578
	1.37	1.76	1.80	1.94	1.98	2.08	2.12	2.21
27	51,593	66,152	67,646	73,171	74,664	78,173	79,666	83,176
	1.382	1.772	1.812	1.960	2.000	2.094	2.134	2.228

YEA SALARY SCHEDULE Effective July 1, 2025

YRS	1 ND	2 BACH	3 BA+15	4 MAST	5 MA+15	6 MA+30	7 MA+45	8 PH.D
0	33,673	38,265	39,796	41,326	42,857	44,387	45,918	47,449
	0.880	1.000	1.040	1.080	1.120	1.160	1.200	1.240
1	35,740	40,331	41,862	43,393	44,923	46,454	47,984	49,515
	0.934	1.054	1.094	1.134	1.174	1.214	1.254	1.294
2	37,806	42,398	43,928	45,459	46,989	48,520	50,051	51,581
	0.988	1.108	1.148	1.188	1.228	1.268	1.308	1.348
3	39,872	44,464	45,995	47,525	49,056	50,586	52,117	53,648
	1.042	1.162	1.202	1.242	1.282	1.322	1.362	1.402
4	41,938	46,530	48,061	49,591	51,122	52,653	54,183	55,714
	1.096	1.216	1.256	1.296	1.336	1.376	1.416	1.456
5	44,005	48,597	50,127	51,658	53,188	54,719	56,250	57,780
	1.150	1.270	1.310	1.350	1.390	1.430	1.470	1.510
6	46,071	50,663	52,193	53,724	55,255	56,785	58,316	59,846
	1.204	1.324	1.364	1.404	1.444	1.484	1.524	1.564
7	48,137	52,729	54,260	55,790	57,321	58,852	60,382	61,913
	1.258	1.378	1.418	1.458	1.498	1.538	1.578	1.618
8	50,204	54,795	56,326	57,857	59,387	60,918	62,448	63,979
	1.312	1.432	1.472	1.512	1.552	1.592	1.632	1.672
9	50,204	56,862	58,392	59,923	61,454	62,984	64,515	66,045
	1.312	1.486	1.526	1.566	1.606	1.646	1.686	1.726
10		58,928	60,459	61,989	63,520	65,051	66,581	68,112
		1.540	1.580	1.620	1.660	1.700	1.740	1.780
11		60,994	62,525	64,056	65,586	67,117	68,647	70,178
		1.594	1.634	1.674	1.714	1.754	1.794	1.834
12		63,061	64,591	66,122	67,653	69,183	70,714	72,244
		1.648	1.688	1.728	1.768	1.808	1.848	1.888
13		65,127	66,658	68,188	69,719	71,249	72,780	74,311
		1.702	1.742	1.782	1.822	1.862	1.902	1.942
14		65,127	66,658	70,255	71,785	73,316	74,846	76,377
		1.702	1.742	1.836	1.876	1.916	1.956	1.996
15		65,127	66,658	72,321	73,851	75,382	76,913	78,443
		1.702	1.742	1.890	1.930	1.970	2.010	2.050
16		65,127	66,658	72,321	73,851	77,448	78,979	80,510
		1.702	1.742	1.890	1.930	2.024	2.064	2.104
17		65,127	66,658	72,321	73,851	77,448	78,979	82,576
		1.702	1.742	1.890	1.930	2.024	2.064	2.158
18		65,127	66,658	72,321	73,851	77,448	78,979	82,576
		1.70	1.74	1.89	1.93	2.02	2.06	2.16
19		65,127	66,658	72,321	73,851	77,448	78,979	82,576
		1.70	1.74	1.89	1.93	2.02	2.06	2.16
20		65,127	66,658	72,321	73,851	77,448	78,979	82,576
		1.70	1.74	1.89	1.93	2.02	2.06	2.16
21		65,127	66,658	72,321	73,851	77,448	78,979	82,576
		1.70	1.74	1.89	1.93	2.02	2.06	2.16
22		65,127	66,658	72,321	73,851	77,448	78,979	82,576
		1.70	1.74	1.89	1.93	2.02	2.06	2.16
23		65,127	66,658	72,321	73,851	77,448	78,979	82,576
		1.70	1.74	1.89	1.93	2.02	2.06	2.16
24	52,270	67,193	68,724	74,387	75,918	79,515	81,045	84,642
	1.366	1.756	1.796	1.944	1.984	2.078	2.118	2.212
25	52,270	67,193	68,724	74,387	75,918	79,515	81,045	84,642
	1.37	1.76	1.80	1.94	1.98	2.08	2.12	2.21
26	52,270	67,193	68,724	74,387	75,918	79,515	81,045	84,642
	1.37	1.76	1.80	1.94	1.98	2.08	2.12	2.21
27	52,882	67,806	69,336	74,999	76,530	80,127	81,658	85,254
	1.382	1.772	1.812	1.960	2.000	2.094	2.134	2.228

8.27 Occupational Therapists and Physical Therapists: The compensation for Occupational Therapists and Physical Therapists shall be the following index rate amounts based on the Bachelor's minimum salary for employees. The index amount is based on a work year of 193 days.

Year	Rate	Year	Rate
0	1.490	7	1.700
1	1.520	8	1.731
2	1.553	9	1.761
3	1.580	10	1.791
4	1.610	11	1.821
5	1.640	12	1.851
6	1.670		

8.03 Hourly Rates

A. The compensation for summer school instruction, night school instruction, home instruction, and SLD tutoring shall be at the hourly rate of $23.50 in each year of the Agreement. In addition, this rate shall be paid for voluntary participation in workshops outside of the normal work day/work year and voluntary acceptance of additional/subsidiary teaching duties outside of the normal work day/work year, provided the Superintendent, or designee has given his/her prior approval.

B. Within the scope of their employment, the following classifications will be paid the rates listed below for voluntary acceptance of additional/subsidiary duties outside of their normal work day/work year, subject to the prior approval of the Superintendent, or his/her designee:

Psychologist	$30.13
Occupational Therapist, Physical Therapist, Guidance Counselor, Speech Pathologist	$26.55

8.04 Supplemental Positions

8.041 Athletic Program: The Board shall adhere to Title IX guidelines.

8.042 Supplemental Salary Schedule

A. The following Supplemental Contract percentages for extra duty assignments shall be in effect, which percentages are based upon the Bachelor's minimum salary for employees.

B. Co-educational sports activities, which shall be defined as non-contact sports, shall be compensated at the rate set forth for the specific activity. If an employee coaches separate teams for boys and girls, he/she shall receive a supplemental contract for each activity.

8.043 Supplemental Positions: Rate:

A. High School Athletic Supplements

Football	
Head Coach	25
Asst. Football (6)	12.5
Freshman Football (2)	12.5
Basketball (M)	
Head Coach	25
Asst. Basketball (3)	12.5
Freshman Basketball (1)	12.5
Basketball (W)	
Head Coach	25
Asst. Basketball (3)	12.5
Freshman Basketball (1)	12.5
Volleyball	
Head Volleyball	12.5
Freshman Volleyball (1)	6
Track (M)	
Head Track	12.5
Asst. Track	8
Freshman Track	6
Track (W)	
Head Track	12.5
Asst. Track	8
Freshman Track	6
Baseball	
Head Coach	12
Asst. Baseball (2)	6
Softball	
Head Coach	12
Asst. Softball (2)	6
Cheer	
Advisor	7
Asst. Advisor (1)	3.5
Golf*	
Head Coach	5
Tennis*	
Head Coach	5
Soccer*	
Head Coach	12
Cross Country	
Head Coach	12
Rugby	
Head Coach	12
Asst. Rugby (1)	6

B. Middle School Athletic Supplements

Football Coach	12.5
Basketball Coach	12.5

Track Coach	6
Volleyball Coach	6
Cheerleader Advisor	5

C. Other Supplements

Band Director	20
Dramatics (High School) (4.0 per production; minimum of two and maximum of three productions; no more than one production per grade period; production not to be undertaken or performed without prior approval by Director of Instruction.)	12.0
Forensics	10.0
Substance Abuse Advisor (Junior HS/HS)	
Systems Operator (SYSOP)	
Elementary	3.0***
Secondary – one (1) period release time	

***Teachers will not be asked or required to perform any duties of the Faculty Manager/Athletic Director positions. Game Day Helpers may be enlisted by the athletic director for ticket sales, concessions, gate duty, etc. with compensation.

*An employee who maintains a full class load as indicated by the class scheduling of the respective school and who has been assigned the position of Faculty Manager in a senior high shall be granted a supplemental contract providing for a compensation of 26% of the Bachelor's minimum salary and, shall have his/her preparation/conference period scheduled for the last period of the day.

**An employee who maintains a full class load as indicated by the class scheduling of the respective school and who has been assigned the position of Faculty Manager in a middle school that conducts a full middle school athletic program shall be granted a supplemental contract providing for a compensation of 12.5% of the Bachelor's minimum salary.

***An employee who maintains a full class load as indicated by the class scheduling of the respective school and who is responsible for the publication of a senior high school yearbook shall be granted a supplemental contract providing for a compensation of 8% of the Bachelor's minimum salary. The publication of middle school yearbook is voluntary and not subject to the granting of a supplemental contract.

****Existing SYSOP positions shall be reserved to current incumbents until such time as the incumbent no longer obtains a Supplemental Contract for that position, at which point the position, if funded, will be posted in accordance with the terms of this Agreement.

8.044 Individual Supplemental Contract: An individual supplemental contract shall not be considered a contract in severalty.

8.05 Attendance Incentive

A. Any employee whose personal attendance during an academic semester falls within the qualifications outlined in Section 8.05 B. of the Agreement shall be paid an attendance incentive. When annual attendance on an individual building basis meets or exceeds the State average for Teacher Attendance for the prior year, as reported by the Ohio Department of Education on the district report card, each teacher assigned to that building shall be entitled to an annual attendance stipend of $300.00.

The semester personal attendance incentive shall be paid to the employee during the month of February (payment for the first semester), and during the month of July (payment for the

second semester). Annual incentive payment shall be paid to the employee no later than the first pay date in the month of December. Said payment(s) shall be treated as regular income, subject to the appropriate withholding taxes, except for STRS withholding (STRS does not permit this type of incentive to be credited towards an employee's earnings).

B. In the calculation of attendance for the personal attendance incentive, only the use of School Business Leave or YEA Business Leave shall not be counted against the employee as an absence. Employees shall qualify for the semester personal attendance incentive as follows:

- Perfect attendance for an academic semester as calculated under this Section shall qualify an employee for an attendance incentive of $150.00.

- One (1) day of absence in an academic semester as calculated under this Section shall qualify an employee for an attendance incentive of $100.00.

8.06 *College Stipends

8.061 Eligibility

A. If, except as provided in Section 8.061 B., C. and D. below, it is required by the Board for an employee to take additional courses to maintain his/her employment in the position to which he/she is assigned presently, the Board shall pay the tuition for said courses. This provision shall not be construed to apply to course work taken to earn additional hours of completed study toward a provisional certificate/license, earning or renewing a provisional certificate/license, earning or renewing a professional or permanent license, or earning any additional credits, whatsoever, for professional improvement.

B. For the purpose of ESEA, teachers currently employed by the Board who have not met and who are expected to meet the standard of being "Highly Qualified" shall seek to become "Highly Qualified" when the District is required to have Highly Qualified teachers through the following procedures:

1. Such teachers must complete a Professional Learning Plan (PLP), and

2. Such teachers shall attend staff development provided by the district for CEU's or credit which are provided during the early dismissal days provided per Section 7.031 I. of the Agreement (such days may extend beyond the normal work day as described in Section 7.031 A. of the Agreement), or on professional development days provided on the School Calendar, and

3. After compliance with Section 8.061 B. 1. and 2., and if the professional development in Section 8.061 B. 2. is insufficient, then such teachers may take necessary courses to become "Highly Qualified" which must be part of the teacher's PLP. Advance notification must be provided by the employee to the Superintendent before enrolling in the course, or it will not qualify under this Section for reimbursement per Section 8.061 B. 4.

4. Only to the extent ESEA Title II, A. funds are provided to and allocated by the Board for such purposes (herein "ESEA tuition funds"), and only to the extent necessary for the teacher to become "Highly Qualified", the Board will reimburse the employee an amount not to exceed three thousand ($3,000) dollars per fiscal year of the tuition paid by the teacher for such courses, on the following conditions:

   a. The course shall align with the teacher's PLP,

   b. The teacher completed the course and received a grade of B or higher.

c. Tuition reimbursement shall not exceed the average tuition per semester hour of the Ohio public universities.

d. If such ESEA tuition funds are not sufficient to pay all tuition paid by each affected teacher, then such funds shall be allocated equally among affected teachers during the fiscal year in which the course was taken.

e. No such funds shall be used to pay for tuition for courses which would go beyond the requirements of being "Highly Qualified".

C. All teachers who are "Highly Qualified" or who become "Highly Qualified", are individually responsible for maintaining such status.

D. If an employee is laid off pursuant to Section 6.095 and is not then certificated/licensed to teach any course offered for which a vacancy exists, then the Board shall reimburse the employee up to $3,750 for coursework tuition successfully completed which makes the employee eligible for another teaching certificate/license. Such coursework should be completed by the beginning of the school year following the first school year of layoff. An employee who fails to complete the required coursework within this time frame and who can demonstrate that the reason(s) is the fault of the college/university shall be granted additional time (up to one year or the next time the college/university makes the course(s) available) by the Superintendent to complete the coursework. The employee must return to employment the following year in an available vacancy, or pursuant to recall and bumping procedure in Section 6.09.

***This Provision shall be restricted to those employees employed by the Board under a regular contract.**

8.07 Mileage Reimbursement: The rate of mileage pay for employees who are eligible for travel compensation shall be at the rate of forty and one-half (40.5) cents per mile or an amount determined by the Board, whichever is higher.

8.08 Severance Pay

8.081 Eligibility: Employees may, at the time of their retirement from service with the Board, elect to be paid in cash of one-fourth (1/4) of the value of their accrued but unused sick leave credit. Except as provided in Section 8.083, only those employees whose effective date of retirement with the State Teachers Retirement System is no later than ninety (90) calendar days after the last paid day of service with the Board shall be eligible to be paid for such accrued but unused sick leave credit.

8.082 Maximum Payments: The maximum payment shall be based on the employee's rate of pay at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Except as provided in Section 8.083, such payment shall be made not later than the month of January in the succeeding calendar year after the employee is accepted into the State Teachers Retirement System.

8.083 Severance Pay Deferral Plans

A. The Board is permitted to terminate the existing Bencor 401(a) Plan. Notwithstanding anything in this Agreement or Board policy to the contrary, in accordance with the terms of this Section and any related provisions of a plan document adopted by the Board to comply with the

requirements of Section 403(b) of the Internal Revenue Code (the "IRC"), certain retiring employees shall have their severance pay mandatorily paid into an annuity contract or custodial account that is designed to meet the tax-qualification requirements of IRC Section 403(b) (a "TSA"), hereinafter referred to as the "403(b) Plan". The provisions of this Agreement are effective for all employees whose effective retirement date is after the effective date of this Agreement.

B. The terms of the 403(b) Plan shall include the following:

1. Participation in the 403(b) Plan shall be mandatory for any member who meets both of the following requirements:

a. The member's last day of employment is after the calendar year in which the member attained age 54, and

b. The member is entitled to $1,000 or more severance pay under Section 8.081 of the Agreement and/or retirement incentive pay under Section 8.084 of the Agreement.

2. If a retiring member is a participant in the 403(b) Plan, an employer contribution shall be made on his or her behalf under the 403(b) Plan in an amount equal to the lesser of:

a. The total amount of the participant's severance pay in accordance with Section 8.081 and any retirement incentive pay in accordance with Section 8.084, or

b. The maximum contribution amount allowable under the terms of the 403(b) Plan.

3. To the extent that an employee's severance pay and/or any retirement incentive amount exceeds the maximum amount allowable under the 403(b) Plan in the calendar year of payment, the excess amount shall be payable to the 403(b) Plan in January of the following calendar year; and if the amount to be paid to the 403(b) Plan in January of the following year exceeds the maximum amount that is permitted under the 403(b) Plan for such calendar year, the excess shall be paid to the member in cash.

4. The TSA that shall be used for the 403(b) Plan shall be the group annuity contract of AIG VALIC that is similar to the annuity contract that was originally to be used in conjunction with the adoption of the 401(a) Plan using the "Bencor" Plan document. An employee who is a participant in the 403(b) Plan shall complete the AIG VALIC enrollment package prior to retirement; and unless and until an employee does so, no contribution of severance pay shall be made to the 403(b) Plan on behalf of the member.

5. If an employee is entitled to have a contribution paid to the 403(b) Plan and dies prior to such contribution being paid to the 403(b) Plan, the contribution shall nevertheless be paid to the AIG VALIC TSA and shall be paid to a Beneficiary of the member in accordance with the terms of that TSA.

C. Any employee who is entitled to severance pay and/or retirement incentive pay who is not an eligible participant in the 403(b) Plan will continue to be eligible for any and all severance payments and/or retirement incentive payments in accordance with Section 8.081 and/or Section 8.084 of the Agreement, except that severance shall be paid in a "lump sum" payment by a date selected by the Treasurer that is not later than 2-1/2 months after the last day of the employee's employment. However, in accordance with the requirements of applicable federal income tax law, an employee may elect to defer the portion of such payments that is made under Section 8.081 of this Agreement to a TSA or into a trust, custodial account or annuity that is intended to be part of a deferred compensation plan that is tax qualified under Internal Revenue Code Section 457(b) (a "Section 457 Plan).

Now, therefore, subject to the applicable federal income tax law, the YEA and the Board further mutually agree that any such election may be made only if the following requirements are made:

1. The member's election is made prior to:

   a. In regard to a TSA, the date of payment, or

   b. In regard to deferrals to a Section 457 Plan, the first day of the calendar month in which the payment will be made to the employee.

2. The amount to be deferred to a TSA for any calendar year shall not exceed the contribution limitations that apply under IRC Sections 402(g) and 415, or other applicable federal tax law. The amount to be deferred under a Section 457 Plan for any calendar year shall not exceed the contribution limitations that apply under IRC Section 457(b), 415, or other applicable federal tax law.

3. The Treasurer shall have authority to establish rules relating to the elective deferral of severance pay as shall be necessary to assure compliance with the applicable federal income tax law.

4. If an employee is entitled to a cash payment of severance pay, has elected to defer some or all of it to a TSA or a Section 457 Plan, and dies prior to the date such amount is paid to a TSA or Section 457 Plan, the amount that the employee had elected to be paid to a TSA or Section 457 Plan shall nevertheless be paid to the TSA or Section 457 Plan. If the member had not designated a specific TSA or Section 457 Plan, it shall be paid to the last TSA or Section 457 Plan which had received contributions on behalf of the deceased member; provided, however, that if the member had no TSA or Section 457 Plan, the deferred amount shall instead be paid to the deceased member's estate.

If an employee is entitled to a cash payment of severance pay, to the extent that the member has not elected to defer such amount to a TSA or Section 457 Plan and dies prior to the date of such payment, the amount payable in cash shall be paid to the estate of the member.

D. All contributions to the 403(b) Plan, all deferrals to a TSA or Section 457 Plan, and all cash payments to members, shall be subject to reduction for any tax withholding or other withholding required by law. Neither the Board, nor the Association, guarantee any tax results associated with the 403(b) Plan, deferrals to a TSA or Section 457 Plan, or cash payments made to member.

8.09 Payroll Deductions

8.091 Income Protection: Payroll deductions for Income Protection Insurance, from a company designated by the YEA shall be provided by the Board.

8.092 Credit Union: Payroll deductions for Youngstown Teachers Employees Credit Union shall be provided by the Board for all employees who are eligible and who request deductions.

8.093 United Way: Payroll deductions shall be provided by the Board for all employees requesting it as a method of fulfilling their United Way contributions.

8.094 Tax-Sheltered Annuities: The Board shall provide a reduction of salaries to all employees who wish to participate in a Tax-Sheltered Annuity Program provided that proper application is submitted to the Payroll Office at least thirty (30) days prior to the first of the month in which it is to become effective. Such deduction benefit for any new carriers shall require

participation by at least ten (10) employees. This requirement of at least ten (10) employees is not retroactive and shall not affect any current programs in effect upon the execution of this Agreement.

8.095 Cancer: Payroll deduction for a Cancer Policy shall be provided by the Board. Such deduction benefit for any new carriers shall require participation by at least ten (10) employees. This requirement of at least ten (10) employees is not retroactive and shall not affect any current programs in effect upon the execution of this Agreement.

8.10 Employee Insurances

8.101 General Coverage

A. The Board shall provide:

1. a. For the term of this Agreement, all full time employees (defined as 30 hours or more for the purposes of this Section 8.10) shall be provided with hospital, medical, prescription, dental and vision insurance through Stark County Schools Council of Governments ("Stark COG") at Appendix I (subject to change by Stark COG).

b. Subject to applicable rules of the State Teachers Retirement System ("STRS") effective January 1, 2009, the District will provide primary coverage and STRS will provide secondary coverage to those full-time employees of the District who have retired and are "plan enrollees" under STRS, and who are not eligible for Medicare. This provision shall be administered consistent with the applicable rules of STRS and Medicare.

2. Each employee shall reimburse the Board ten and a half percent (10.5%) of the annual premium for such coverage beginning July 1, 2024, and eleven percent (11%) of the annual premium for such coverage beginning July 1, 2025.

a. For married couples who are both employed by the Board in the YEA bargaining unit, and who are covered together by one health care plan, then the foregoing applicable reimbursement shall be paid by the spouse with the higher annual salary.

b. For married couples who are both employed by the Board in the YEA bargaining unit, and who are covered by two health care plans, one for each employee, then the foregoing applicable reimbursement shall be paid by each.

c. Calculations of the annual reimbursement for each employee shall be effective on the first day of January of each year during the term of this Agreement based upon the annual premium effective January 1.

d. Such annual reimbursements shall be paid by payroll withholding allocated in equal amounts among the number of payroll periods applicable to or elected by the employee which would be either 24 or 21 payroll periods.

e. Consistent with applicable federal and state income tax laws and regulations, such payments shall be made from pre-tax dollars.

3. All part-time employees, except those employed or re-employed by the district, after the effective date of this Agreement, who have retired from previous employment and who have access to health care benefits for him/herself and eligible dependents as a result of said retirement, with insurance coverage as provided in Section 8.102. However, the Board shall be required to pay only the fractional part of the monthly premiums proportional to the fractional part

of the school day for which such employees are contracted to work. Each such employee shall pay the balance of the premiums for any coverage the employee may elect to receive. However, subject to applicable rules of the State Teachers Retirement System ("STRS") effective January 1, 2009, the District will provide primary coverage and STRS will provide secondary coverage to those part-time employees of the District who have retired and are "plan enrollees" under STRS, and who are not eligible for Medicare. This provision shall be administered consistent with the applicable rules of STRS and Medicare.

4. Spousal Eligibility and/or Spousal Coordination of Benefits shall be as provided by Stark COG.

B. Except as otherwise provided in this Agreement, the Board will permit all employees who have been granted an unpaid leave of absence to remain in the Employee Insurance Group for all coverages provided by the Board at the employee's expense for the duration of said unpaid leave, provided the employee remits the full monthly premium(s) to the Board in advance of due date of payment. (Ohio Revised Code 3313.202.) Employees who do not continue any or all coverages during leave shall, upon reinstatement, complete and deliver to the Treasurer's Office, the necessary enrollment forms to reinstate the Board-provided coverages.

1. It shall be the obligation of the Board to provide the employee with the necessary forms.

2. It shall be the obligation of the employee to deliver the completed forms to the Treasurer's Office within three (3) workdays or five (5) calendar days after their receipt, whichever is sooner.

C. The Board will provide to the YEA one (1) copy of each signed contract entered into between the Board and the Stark COG.

D. Each employee shall receive a plan description for each benefit provided by the Stark COG and shall receive a plan description when a change in coverage or TPA occurs.

E. Benefits shall expire on the effective date of an employee's voluntary or involuntary employment termination which occurs at a time other than the end of the school year. Benefits for those employees whose employment terminates voluntarily or involuntarily at the end of the school year will be provided through August 31 immediately following the end of the school year. Except as provided in 6.099, benefits for those employees whose employment is interrupted by a reduction in force effective at the end of a school year will extend through October 31 immediately following the end of the school year.

8.102 Hospitalization, Surgical and Major Medical Benefits

A. Hospitalization, Surgical and Major Medical Benefits: The Board shall provide a hospitalization, surgical and major medical coverage plan as provided by Stark COG.

B. Dental Insurance: The Board shall provide a dental plan as provided by Stark COG.

C. Term Life Insurance: The Board shall purchase from any carrier licensed by the State of Ohio term life insurance in the amount of the employee's annual salary rounded to the next higher thousand dollars.

D. **Accidental Death and Dismemberment Insurance:** Visiting teachers and home school visitors will be provided an Accidental Death and Dismemberment Policy not to exceed the face value of $50,000, the collective premium not to exceed $1,000 for a year.

E. **Prescription Drugs:** The prescription drug schedule of benefits shall be as provided by Stark COG.

F. **Vision Care Insurance:** The vision care schedule of benefits shall be as provided by Stark COG.

G. **Disability Income Protection Insurance:** The Board shall coordinate with any carrier licensed by the State of Ohio a disability income protection insurance plan to be effective for each employee, who pays the premium therefor, until such employee qualifies for disability retirement benefits under the State Teachers Retirement System. Such plan shall provide benefits as close to the following as practicable and responsibly available in the insurance industry:

1. A maximum monthly benefit of seventy percent (70%) of the employee's regular monthly salary less any other disability benefits received.

2. The benefits shall continue until the employee is able to return to work, qualifies for disability retirement benefits under the State Teachers Retirement System, or reaches age sixty-five (65), whichever occurs first.

3. Benefit payments will commence after a waiting period of fifteen (15) workdays or nineteen (19) calendar days from the date first absent from work as a result of the disability.

H. **Health Care Committee and Reopener for Health Care:**

1. A Joint Health Care Committee ("Committee"), whose membership shall be comprised of representatives from employee organizations representing employees of the Board, as well as representatives of the Board and its administrators, shall review the Board's health care coverage(s), costs, spousal eligibility coverage, and/or employee contributions toward coverage for all Board employees.

a. The Committee shall be comprised of twelve (12) voting members, four (4) representing YEA, three (3) representing AFSCME, one (1) representing the five trade unions, and four (4) representing the Board (consisting of the Superintendent, the Treasurer, the Assistant Superintendent for Human Resources, and a principal, or their designees).

b. Each of the above referenced employee organizations may have a non-voting representative attend Committee meetings, as may the Board.

2. Regular minutes of all meetings of the Committee shall be kept and shared with all voting members of the Committee. A draft of the minutes will be circulated to members after each meeting, and they shall be reviewed, revised, and approved at the subsequent meeting.

3. All decisions of the Committee shall be achieved by consensus, i.e. all voting members agreeing on the decision, or at a minimum indicating that they can live with the decision.

4. All meetings of the Committee shall be attended and facilitated by a mediator from the Federal Mediation and Conciliation Service ("FMCS").

5. The Committee shall regularly be provided with health insurance data, including enrollment levels, claims paid and other data that voting members of the Committee believe will facilitate the process of the Committee.

6. Responsibilities of the Committee include reviewing insurance coverage(s) and costs, exploring program additions or modifications, examining utilization patterns, and looking for various cost containment options.

7. The Committee shall be authorized to utilize such consultant as it deems appropriate, the cost of which shall be borne by the Board.

8. The Committee shall meet once monthly and shall set the dates of all meetings at the beginning of each school year. Such meetings may occur during and/or after school hours. Attendance at after hours meetings shall be paid at the hourly rate in Section 8.03 A.

9. Each year of this Agreement, between the dates of May 1st through August 1st the Committee shall develop an understanding of the medical benefits program, identify various options to lawfully reduce costs associated with the program, and shall look at alternative funding arrangements, other carriers and brokers, and alternative plan designs, develop lawful strategies which, if implemented, are designed to reduce the costs within the program, and develop strategies for educating employees regarding employee benefits; such development shall be assisted by joint training of the Committee by a benefits specialist from the Columbus office of OEA and a benefits specialist from the Columbus office of OSBA.

10. If consensus is reached by the Committee for lawful changes in health care coverage, costs, spousal eligibility coverage, and/or employee contributions as provided in Section 8.10 of this Agreement for implementation, then the employee organizations and the Board shall present and recommend such changes to be ratified.

11. If no agreement is reached, or if all parties fail to ratify, the parties shall maintain the coverage as described in this Agreement through the term of this Agreement.

8.11 STRS Pickup (Salary Reduction/Restatement): In accordance with Internal Revenue Service Rulings 77-462, 81-35 and 81-36, the YEA and the Board agree that the Board shall contribute to the State Teachers Retirement System, in addition to the Board's required employer contribution, an amount equal to each employee's contribution to the State Teachers Retirement System in lieu of payment of said amount to each 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 or hourly rate otherwise payable to each employee.

1. The dollar amount to be "picked up" by the Board:

A. Shall be credited to the State Teachers Retirement System as employee contributions under authority of Ohio Attorney General Opinion 82-097;

B. Shall be included in computing an employee's final average salary for State Teachers Retirement System purposes and in reporting teacher-authorized credit information to financial institutions;

C. Shall not be reported by the Board as subject to current federal and state income taxes;

D. Shall be reported by the Board as subject to city income taxes.

2. Each employee will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pickup" in combination with other tax deferred compensation plans.

3. For purposes of this provision, an employee's total annual salary and/or salary per pay period shall be the salary specified in Sections 7.031 E., 8.02, 8.03, 8.04, and 8.013 of this Agreement. The total annual salary and/or salary per pay period shall be payable by the Board in two (2) components: (1) deferred salary and (2) cash salary.

A. Deferred Salary: An employee's deferred salary shall be equal to that percentage of said employee's total annual salary and/or salary per pay period which is required by the State Teachers Retirement System to be paid as an employee contribution by said employee.

B. Cash Salary: An employee's cash salary shall be equal to the employee's total annual salary and/or salary per pay period less the amount of the deferred salary for said employee and shall be payable to said employee subject to applicable payroll deductions. The Board's total expenditures for employees' salaries as specified in Sections 7.031 E., 8.02, 8.03, 8.04, and 8.013 of this Agreement and its employer contributions to the State Teachers Retirement System shall not be greater than the amounts the Board would have paid had this provision not been in effect.

4. The Board shall compute and remit its employer contributions to the State Teachers Retirement System based upon the employee's total annual salary and/or salary per pay period.

5. An addendum to each employee's contract or salary notice (for hourly employees) currently in effect shall be prepared and distributed which states:

A. That the employee's contract salary or hourly rate is being restated as consisting of a cash salary and of a deferred salary which is equal to the amount of the employee contribution to the State Teachers Retirement System being "picked up" by the Board on behalf of the employee;

B. That the Board will contribute to the State Teachers Retirement System an amount equal to the employee's required contribution to the State Teachers Retirement System for the account of each employee; and

C. That life insurance, sick leave pay, assault leave pay, severance pay, supplemental pay, extended service pay, worker's compensation benefits, unemployment compensation benefits, or any other compensation or benefit which is indexed to or otherwise determinable by reference to the employee's rate of pay shall be calculated upon the combined cash salary and the deferred salary of the employee.

6. All subsequent contracts and salary notices for employees shall comply with the provisions of this section.

8.12 Health Maintenance Organization: Any proposal received by the Board for consideration of a health maintenance organization or similar medical provider alternative shall result in notice thereof to YEA and YEA involvement and agreement as may be required by federal and state statute and regulation.

8.13 Direct Deposit of Paychecks

Paychecks and Digital Transmission. All employees shall be required to use direct deposit to receive their paychecks.

Employees also will receive their pay stubs and other payroll-related information only via electronic/digital transmission.

During the period of an employee's mandatory participation in the program, the Board shall be responsible for any fees or charges assessed by the financial institution solely to enable the employee to participate in the program (excluding account start up fees and those fees or charges generated by the employee's use of the account), providing the information submitted by the employee is correct. The responsibility for errors and reimbursement for any fees or charges will be based on examination on a case by case basis. Nothing contained herein excludes the employee from filing a grievance over disputed fees per Article IV of the Agreement.

8.14 Tuition Waiver: An employee shall be allowed to enroll his/her child in the Youngstown City School District without payment of tuition by the employee.

8.15 Tuition Reimbursement for Graduate Credit

A. Subject to the following limitations, the Board shall reimburse an employee the cost of tuition for graduate credit courses taken in his/her area of certification/licensure, or outside of his/her area of certification/licensure if pre-approved by the Superintendent:

1. The district shall annually establish an account of fifty thousand ($50,000) dollars for purposes of tuition reimbursement under this Section. The district shall not be liable under this Section of the Agreement beyond this maximum amount per school year.

2. The teacher must be enrolled in a bona fide master's degree program at an accredited university and working on his/her initial master's degree to be eligible for tuition reimbursement.

3. The maximum annual tuition reimbursement that a teacher can receive is five hundred ($500) dollars per school year.

4. In the event the requests for tuition reimbursement from teachers who successfully completed a course(s) under this Section in a school year exceeds the district maximum of fifty thousand ($50,000) dollars, the Treasurer shall compute a pro-rata distribution of the funds for that school year.

B. All qualifying course work under this Section must be completed between July 1 and June 30 to receive tuition reimbursement for that school year (course work begun prior to July 1, 2003 does not qualify for reimbursement under this Section.) Teachers must submit a transcript of completion of the course with a grade of B or better and proof of payment (receipt and invoice) to the Human Resource Office on or before August 1.

C. Reimbursements shall be paid to the teacher no later than September 15 for course work completed during the previous school year.

8.16 Alternative Assessment: All employees responsible for administering an alternative assessment of a student shall be provided no less than one-half (1/2) day of release time per student being assessed.

ARTICLE IX CAREER AND TECHNICAL SCHEDULING

9.01 All career and technical teachers, at Choffin Career and Technical Center and all district high schools and middle schools, shall have an equal opportunity to recruit students for their programs. Career and technical teachers shall be provided time to explain their programs to students in each Youngstown school facility which contains potential career and technical students on a regular basis. A recruitment period concluding by April 30 shall be defined on an annual basis, course descriptions shall be prepared and distributed to potential career and technical students, and all programs shall remain open for scheduling through the completion of the recruitment period.

9.02 The parties to this Agreement recognize that the educational needs of all Youngstown students must be met. In order to do so, career and technical education must be an integral component of the curricula. To maximize the benefits of career and technical education for Youngstown students, the YEA and the Board agree to form a Career and Technical Education Committee (CTEC) to:

A. Review and revise the recruitment and enrollment practices to assure that students are aware of the educational and employment opportunities available through career and technical education.

B. Review the existing career and technical curricula to assess the relevance of the current course offerings with the intent to expand course offerings that are successful and eliminate courses that are not. All career and technical courses that are State approved and fundable will be added or dropped using the following criteria:

1. Enrollment and class size in light of individual program considerations (space, workstations, safety concerns, etc.),
2. Job market projections,
3. Program retention rate,
4. Future placement rate,
5. Student interest, and
6. State and federal career technical funding guidelines and requirements.

C. Track student success rates in the job market and advertise successful results.

D. Develop procedures and practices which will maximize enrollment in appropriate career and technical course offerings.

E. Develop a Back-to-School Program which brings successful graduates back to school to use their success and talents and determine how to best use these to energize the career and technical program.

F. Examine procedures and means of strengthening relationships with local businesses, employers, and apprenticeship programs to increase training and employment opportunities for students.

G. Establish further goals, access progress and report regularly to the Board of Education concerning the status of and progress of career and technical programs.

H. All career and technical courses that are approved and fundable by the State will be added or dropped by the Superintendent based on the recommendation of the CTEC. The

Superintendent may override the recommendation of the CTEC, provided his/her decision is evidence based according to the criteria established in Section 9.02 B of this Section of the Agreement.

I. The CTEC will be co-chaired by the Director of Career and Technical Education and one YEA member of the Committee who has been selected by the YEA representatives to the Committee. The Co-Chairs of the Committee will be responsible for establishing meeting dates. The Committee will meet during the school day at least once during the months of September, November, January, and March of each school year. During the 2007-2008 school year, the Committee shall work to establish operating procedures for implementation during the 2008-2009 school year, and shall conduct business according to the operating procedures established for the committee during the 2008-2009 school year. The Committee shall keep all Career and Technical teachers apprised of their deliberations and decisions.

J. The CTEC shall consist of the following:

- Four (4) Career and Technical Education teachers chosen annually by those teachers (YEA to conduct the election),
- One (1) High School (home school) Guidance Counselor chosen by the YEA President,
- One (1) Middle School (home school) Guidance Counselor chosen by the YEA President,
- All Choffin Guidance Counselors,
- Director of Career and Technical Education,
- One (1) High School administrator,
- One (1) Middle School administrator,
- One (1) parent of a Career and Technical Education student,
- One (1) Business/Community leader.

Selection of those members of the Committee not otherwise provided for shall be by appointment of the Superintendent.

K. Any teacher of a program that the CTEC may recommend to eliminate must be notified of that possibility and given the Committee's rationale not later than February 15 of the school year preceding the potential elimination. The teacher shall be afforded the opportunity to meet with the Superintendent not later than March 10 to present their case for the retention of the program. After considering the case presented by the affected teacher, the Superintendent may decide to retain said teacher/program.

ARTICLE X EFFECTS OF THE AGREEMENT

10.01 No Reprisals: There shall be no reprisal against any employee for any action or statement made during the period this Master Agreement is being developed. An employee who participates in any grievance shall not be subjected to any reprisal because of such participation.

10.02 Work Stoppages: There shall be no strike, stoppage, slowdown, or other interruption of work for the duration of this Agreement.

10.03 Implementation

10.031 Present Policies and Practices: All of the present policies and practices of the Board affecting employees not altered or amended by these negotiations will remain in effect until mutual agreement to change between the Board and the YEA, or through further negotiations.

10.032 Inconsistencies: This Agreement shall supersede any rules, regulations, or practices of the Board which may be contrary to or inconsistent with the terms of this Agreement.

10.033 Individual Contracts: Provisions of the Agreement shall be incorporated by reference in the individual contract or statement of conditions of service as submitted to employees. If an individual contract between the Board and an employee contains any provision inconsistent with this Agreement, this Agreement shall be controlling.

10.04 Severability

10.041 Legal Compliance: It is understood that this Agreement is subject to and shall operate within the framework of the laws of the State of Ohio.

10.042 Validity of Agreement: If any article, section, or clause in this Agreement is determined to be either inconsistent with legislation or contrary to law by the highest court of competent jurisdiction to which an appeal has been made, such article, section, or clause shall become null and void without affecting the balance of this Agreement.

10.05 Duplication and Distribution

10.051 Printing and Distribution of Agreement: As soon as is reasonably possible after the parties have formally ratified this Agreement, but not later than thirty (30) days after the parties have proofread and executed the final, camera-ready draft, the Board shall have copies of the Agreement printed and distributed to each employee. Employees hired thereafter shall also be furnished a copy of the Agreement by the Board upon employment.

10.052 Cost of Preparation and Printing: The YEA shall bear the full cost of the labor and materials utilized in preparing the final, camera-ready draft and any subsequent amendment(s) of the Agreement. The Board shall bear the full cost for printing the Agreement from the camera-ready draft and for any subsequent amendment(s) of the Agreement.

10.053 Printing of Amendments: Any amendment(s) to the Agreement which is adopted by the parties subsequent to the initial printing of the Agreement but prior to its expiration and which can be inserted into the Agreement without disturbing the unaffected provision of the existing provision shall be printed on paper with an adhesive backing for insertion of the amendment(s) into the appropriate section(s) of the Agreement. The Board may utilize its discretion in accommodating all other amendments by either reprinting the Agreement in entirety or by printing an Addendum to the Agreement consisting of those amendments that could not be inserted into the Agreement by the previously-prescribed method.

10.054 Copies of the Agreement for YEA Usage: The Board shall initially provide one hundred twenty-five (125) copies of the printed Agreement to the YEA for the YEA's usage.

10.06 Non-Discrimination: The provisions of this Agreement shall be applied and employees shall otherwise be treated without unlawful regard to the race, creed, color, religion, national origin, age, sex, disability, or marital status of any employee.

10.07 Duration: This Agreement shall become effective at 12:01 a.m. on July 1, 2024 and remain in full force and effect until twelve o'clock midnight, June 30, 2026.

This Agreement between the Parties is entered into and attested to by representatives whose signatures appear below.

FOR THE ASSOCIATION:

Eric Teutsch, President

Christina Lanterman

Robin Waldorf

Lisa Mook

Abbey Boggs

Susan Kempe

James Alexi

Tricia Goodnough

Sherri Fowler
OEA Labor Relations Representative

FOR THE DISTRICT:

Jeremy J. Batchelor, Superintendent

Bryan Schiraldi, Treasurer

Robert Kearns, Chief of Staff

Ava Yeager, Chief of School Improvement

APPENDIX A

GRIEVANCE FORM

Name of Grievant_____

Assignment_____

School Building_____

Date Grievance Occurred_____

Date of Step One informal discussion with principal or immediate supervisor

---

A. Concise statement of the grievance, including the facts upon which this grievance is based and a reference to the specific provision of the agreement, allegedly violated, misinterpreted, or misapplied.

B. Relief sought.

Signature of Grievant _____

Date _____

APPENDIX B

(Position (Teacher, School Custodian, etc.) If employed in Federal or State program, enter name of program

(Please Print)

YOUNGSTOWN CITY SCHOOL DISTRICT

EMPLOYEE STATEMENT JUSTIFYING USE OF SICK LEAVE FOR PERSONAL ILLNESS AND INJURY

This form is to be used only for employee's personal illness and injury. All other requests for paid absences will be submitted on the "Request for Paid Absence" form.

I hereby certify that I was absent from duty for _____ days, from _____ to _____ because of personal illness or injury. I understand that falsification of this statement is grounds for disciplinary action, including suspension or termination.

Briefly describe nature of illness or injury:

_____

_____

_____

_____
Employee's Signature

If absence is for personal illness or injury and a physician was consulted, enter name and address of the attending physician and the dates he was consulted.

_____
(Name) (Address) (Dates)

_____
(Name) (Address) (Dates)

PHYSICIAN'S CERTIFICATION

IF ABSENCE IS FOR PERSONAL ILLNESS OR INJURY, AND EXCEEDS FIVE WORKING DAYS, THE FOLLOWING STATEMENT MUST BE COMPLETED BY YOUR PHYSICIAN:

This is to certify that _____ has been under my professional care from _____, 20 ____ to _____, 20 ____ inclusive, and was unable to work during this time. The nature of illness or injury is/was:

_____

_____

_____

_____ _____

(Date) (Signature of Licensed Physician)

One copy must accompany time sheet when submitted to Payroll Office each pay period.

APPENDIX C

Position Name (Print or Type Name)

YOUNGSTOWN CITY SCHOOL DISTRICT
CERTIFICATED and NON-CERTIFICATED PERSONNEL

REQUEST FOR PAID ABSENCE – REQUEST FOR PERSONAL LEAVE

I hereby apply for absence with pay as follows:

Indicate Total Days: _____ or Total Hrs: _____ Specify hours only if part of a day is requested

_____hrs. _____ (and) _____ hrs. _____
month day year

(thru) _____ hrs. _____
month day year

Place "Check Mark" below if Vacation, Personal Leave, or Other Paid Absence.
Give a detailed explanation only for the Other Paid Absence requests. (*YAASP members, please read note at bottom)

□ VACATION □ PERSONAL LEAVE □ OTHER PAID ABSENCE (explain)

_____

_____

_____

_____
Building

_____
Signature of Applicant

_____
Building Approval Immediate Supervisor

_____
Date

Substitute Needed? Yes ° No °

To be filled in by Central Office:
- □ Vacation
- □ Personal Leave
- □ Illness in Immediate Family (deducted from Sick Leave)
- □ Workshop, Meeting, Field Trip (not deducted from Sick Leave)
- □ Death (deducted from Sick Leave
- □ Jury Duty
- □ Other

EXPENSE REQUEST

To be filled in by Employee:
- Mileage
- Air/Bus/Railroad Fare
- Registration Fee
- Meals
- Lodging
- Other

Fund #_____

INSTRUCTIONS FOR DISSEMINATION OF THIS FORM:

- CERTIFICATED PERSONNEL:

Submit ALL copies to Personnel for approval. After approval, the yellow copy will be returned to the employee. Personnel will retain the pink copy.

- NON-CERTIFICATED PERSONNEL:

After approval, submit white copy to the Payroll Office. DO NOT submit yellow or pink to the Payroll Office. Return yellow copy to the employee. The building or department of origin will retain pink copy.

- *ALL YASSP MEMBERS:

Submit all copies to the Superintendent for approval with an explanation for your Personal Leave Request written in the area marked "Other Paid Absence".

APPENDIX D

FORMULA TO DETERMINE ALLOCATION OF PROPORTIONAL SHARES OF BUILDING FUNDS FOR EXPENDITURES ON EDUCATIONAL MATERIALS

AS AN EXAMPLE: An elementary building houses 450 students along with 12 full time regular classroom teachers, 4 full time special education teachers, 2 full time Title 1 teachers, 2 full time elementary specialists, 2 elementary specialists who spend ½ of their day in the building, 1 elementary specialist who spends one and one-half hours in the building per day, a speech pathologist assigned full time to the building, and an elementary guidance counselor who spends ½ of the day in the building. The employee allocation shall be determined as follows:

450 students X $10.00 = $4,500.00

12 full time regular classroom teachers = 12 full shares or $246.56 each
4 full time special education teachers = 2 shares (4 X ½) or $123.28 each
2 full time Title 1 teachers = 1 share (2 X ½) or $123.28 each
2 full time elementary specialists = 1 share (2 X ½) or $123.28 each
2 elementary specialists, ½ time in building = 1 share (2 X ½) or $123.28 each
1 elementary specialist, less than ½ time in building = ¼ share or $61.64
1 speech pathologist = ½ share or $123.28
1 elementary guidance counselor, ½ time in building = ½ share or $123.82

Total shares = 18 ¼ shares or 73/4

Dollar value of shares determined by dividing $4,500.00 by 73 to determine the value of ¼ share ($61.64).

Value of a full share = 4 X $61.64 or $246.56: ½ share = 2 X $61.64 or $123.28

APPENDIX E

STANDARD EMPLOYEE ACCIDENT REPORT

(Check One)

[ ] School Jurisdictional

[ ] Non-School Jurisdictional

School District:
Youngstown Public Schools
20 W. Wood Street, P.O. Box 550
Youngstown, Ohio 44503

(Check One)

[ ] Recordable

[ ] Reportable Only

[ ] Workers' Comp

[ ] Assault Case

---

1. Name 2. Address

3. School 4. Sex: [ ] Male [ ] Female 5. Date of Birth

6. SS #

7. Time Accident Occurred Exact Time: [ ] A.M. [ ] P.M.
Date: Day of Week:

8. Nature of Illness

9. Part of Body (be specific)

10. Degree of Injury (Check one)
[ ] Death [ ] Permanent
[ ] Temporary (lost time) [ ] Non-Disability (no lost time)

11. Days Lost:
From School _____ From Activities other than School _____ Total ____

12. Cause of Injury

13. Emergency Treatment (where)

14. Accident Jurisdiction (Check one)
[ ] School [ ] Grounds [ ] Building [ ] To and from
[ ] Other Activities not on School Property

15. Location of Accident (be specific)

16. Activity of Person (be specific)

17. Status of Activity

18. Supervision (if yes, give title and name of supervisor)

[ ] Yes [ ] No

19. Agency Involved

20. Unsafe Act

21. Unsafe Mechanical / Physical Condition

22. Unsafe Personal Factor

23. Corrective Action Taken or Recommendation

24. Property Damage

School $_____ Non School $_____

Total $_____

25. Description (Give a word picture of the accident, explaining who, what, when, why and how)

26. Date of Report

27. Principal's Signature

28. Report Prepared by (Signature & title)

29. Witnesses (if any)

APPENDIX F

YOUNGSTOWN CITY SCHOOL DISTRICT
YOUNGSTOWN, OHIO

EMPLOYEE ASSAULT REPORT

Employee assaulted_____ Home Phone _____

Date (of assault) _____ Time _____ A.M. _____ P.M.

Building _____

Assignment _____

Name(s) of
perpetrator(s)_____

[ ] Student [ ] Parent [ ] Other

Witness(es) _____

Incident
location _____

School official
notified_____ Title_____

Incident reported to school official by

_____ _____
Name Date

Incident was also reported to [ ] Police [ ] Juvenile Authorities

Briefly describe incident: _____
_____
_____
_____

Action taken by [ ] School [ ] Police [ ] Juvenile Authorities

Describe action taken: _____
_____

Recommended change to prevent or alleviate future problems:_____
_____

APPENDIX G

SCHOOL CALENDAR

The school calendar for each year shall include the following provisions for the 183 workdays within the school year:

1. Professional Development Prior to the Start of the School Year

a. Effective with the 2007-08 school year, the District shall conduct a 183 day school year. The school year may be increased by one (1) day to 184 workdays if the Board obtains federal or state funds for additional professional development of employees on that day which shall be determined by the Board, and provided the Board has provided employees with advance notice of the additional workday by May 30th of the preceding school year. An employee shall be paid at his/her per diem rate of pay for the additional workday.

2. Labor Day - Labor Day shall not be a scheduled workday.

3. Teacher's Meetings - A teacher workday without students in attendance shall be scheduled on the weekday preceding immediately the first day of student attendance for the school year. That portion of the day not devoted to meetings scheduled by the Board shall be afforded to teachers to prepare for opening day with students; such portion of the day shall be no less than two (2) hours. The parties agree that this day will occur after Labor Day in all years when it is desirable within the full calendar.

4. NEOEA Day - The day in October designated as NEOEA Day shall be an employee workday without students.

5. Parent/Teacher Conference Days - Two Parent/Teacher conference days shall be scheduled. One shall be conducted during the second nine (9) week grading period. The other shall be during the third nine (9) week grading period, and shall be conducted in a manner that shall result in the Friday before President's Day being a paid comp day for teachers assigned full time to a school(s). Such employee comp day shall be for employees assigned full time to a school(s) and who participate in the Parent/Teacher conference day. Employees not assigned full time to a school(s) and who do not participate in the Parent/Teacher conference day shall work his/her normal work schedule on the comp day.

6. Thanksgiving Recess - Thanksgiving Day and the day following shall not be scheduled workdays.

7. Winter Recess - A winter recess shall be scheduled to include, to the extent feasible and reasonable, two full weeks beginning no later than December 23 and ending no earlier than January 2.

8. Martin Luther King Jr. Day - The third Monday in January shall not be a scheduled workday.

9. President's Day - The third Monday in February shall not be a scheduled workday.

10. Spring Recess - A spring recess shall include Good Friday and the week following.

11. Memorial Day - The fourth Monday in May shall not be a scheduled workday.

12. Teachers' Report Day - A teacher workday without students in attendance shall be scheduled for the weekday immediately following the last day of student attendance for the school year. On this teacher report day, each teacher shall report to school only to turn in the year-end reports and other required information. Upon receipt of these reports and other information by the principal or his/her designee, the teacher shall be free to leave the school for the summer recess. No principal shall cause any delay to this process of obtaining from each teacher the year-end reports and other required information.

APPENDIX H

Certification of Physician Or Practitioner (Family and Medical Leave Act of 1993)

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

1. Employee's Name

2. Patient's Name (If other than employee)

3. Diagnosis

4. Date Condition Commenced

5. Probable Duration of Condition

6. Regimen of treatment to be prescribed (indicate number of visits, general nature and duration of treatment, including referral to other provider of health services. Include schedule of visits or treatment, if it is medically necessary for the employee to be off work on an intermittent basis or to work less than the employee's normal schedule of hours per day or days per week).

a. By Physician or Practitioner

b. By another provider of health services, if referred by Physician or Practitioner

If this certification relates to care for the employee's seriously-ill family member, skip items 7, 8, and 9 and proceed to Items 13 through 20 on reverse side. Otherwise, continue below.

Check Yes or No in the boxes below, as appropriate

7. Is in-patient hospitalization of the employee required? □ Yes □ No

8. Is employee able to perform work of any kind? □ Yes □ No
(If "No", skip Item 9)

9. Is employee able to perform the functions of employee's position? (Answer after reviewing statement from employer of essential functions of employee's position, or, if non provided, after discussing with employee)
□ Yes □ No

10. Signature of Physician or Practitioner

11. Date

12. Type of Practice (Field of Specialization, if any)

For certification relating to care for the employee's seriously-ill family member, complete Items 13 thru 17 below as they apply to the family member and proceed to Item 20.

13. Is in-patient hospitalization of the family member (patient) required: □ Yes □ No

14. Does (or will) the patient require assistance for basic medical, hygiene, nutritional needs, safety or transportation: □ Yes □ No

15. After review of the employee's signed statement (See Item 17 below), is the employee's presence necessary or would it be beneficial for the care of the patient? (This may include psychological comfort.) □ Yes □ No

16. Estimate the period of time care is needed or the employee's presence would be beneficial.

Item 17 is to be completed by the employee needing family leave.

17. When Family Leave is needed to care for a seriously-ill family member; the employee shall state the care he or she will provide and an estimate of the time period during which this care will be provided, including a schedule if leave is to be taken intermittently or on a reduced leave schedule.

18. Employee Signature	19. Date

20. Signature of Physician or Practitioner (if any)	11. Date	12. Type of Practice (Field of Specialization,

Summary of Benefits and Coverage: What this Plan Covers & What You Pay for Covered Services
Stark County Schools Council of Governments: PPO Plan

Coverage Period: 07/01/2024-06/30/2025
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, contact AultCare at 1-800-344-8858 / www.aultcare.com or Medical Mutual at 1-800-228-6472 / www.medmutual.com. 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.aultcare.com, www.medmutual.com, or by calling AultCare 1-800-344-8848 or Medical Mutual 1-800-228-6472 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	For network providers $300 Individual / $600 Family For out-of-network providers $600 Individual / $1,200 Family	Generally, you must pay all of the costs from providers up to the calendar year 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. Network preventive care is covered before you meet your deductible.	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 https://www.healthcare.gov/coverage/preventive-care-benefits/.
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?	For network providers $1,200 Individual / $2,400 Family For out-of-network providers $2,400 Individual/ $4,600 Family Network and out-of-network non-emergency care in an Emergency Room tracks toward a separate out-of-pocket limit, not to exceed $7,600 Individual/ $15,800 Family.	The out-of-pocket limit is the most you could pay in a calendar 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?	Penalties, Premiums, balance-billing charges, Prescription medication coupon, discount, or other manufacturer assistance programs for Specialty or other qualified medications, and health	Even though you pay these expenses, they don't count toward the out-of-pocket limit.

Important Questions	Answers	Why This Matters:
	care this plan doesn't cover.	
Will you pay less if you use a network provider?	Yes. For a list of network providers: AultCare: see www.aultcare.com or call 1-800-344-8858; Medical Mutual: see www.medmutual.com or call 1-800-228-6472.	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 provider before you get services.
Do you need a referral to see a specialist?	No.	You can see the specialist you choose without a referral.

⚠ All 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
		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% coinsurance	20% coinsurance	None
	Specialist visit	10% coinsurance	20% coinsurance	None
	Preventive care/screening/ immunization	No charge	20% coinsurance	You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for. Coverage for routine physicals, routine mammograms, prostate screening or pap test is limited to one per calendar year. Routine gynecological exams are limited to two per calendar year.
If you have a test	Diagnostic test (x-ray, blood work)	10% coinsurance	20% coinsurance	None
	Imaging (CT/PET scans, MRIs)	10% coinsurance	20% coinsurance	Preauthorization may be required for certain imaging services.

[* For more information about limitations and exceptions, see the plan or policy document at www.aultcare.com or www.medmutual.com.]

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.caremark.com or contact a Customer Care Representative at 1-888-202-1654.	Generic drugs	20% coinsurance	Not covered	Mandatory generic drugs where available (unless doctor specifies Dispense as Written). Maintenance drugs may be filled at a retail pharmacy up to two times, then mail order is required. Specialty medications which are eligible through PrudentRX Solution will have no cost share to the member. 30% coinsurance will apply if member does not participate in PrudentRX Solution for eligible specialty medications. Review the Prudent RX Program Drug List at www.caremark.com. Prescription medication coupon, discount, or other manufacturer assistance programs for Specialty or other qualified medications will not apply toward your Deductible or Out-of-Pocket Maximum.
	Preferred brand drugs	20% coinsurance	Not covered	
	Non-Preferred brand drugs	30% coinsurance	Not covered	
	Specialty drugs	20% coinsurance	Not covered	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	10% coinsurance	20% coinsurance	Preauthorization may be required for certain surgery services.
	Physician/surgeon fees	10% coinsurance	20% coinsurance	None
If you need immediate medical attention	Emergency room care	10% coinsurance	10% coinsurance	Network deductible will apply.
	Non-Emergency care in an Emergency room	$250 copayment, then 10% coinsurance	$250 copayment, then 20% coinsurance	Network & Non-Network deductible will not apply. The emergency room facility charge will apply copayment and coinsurance, not to exceed out-of-pocket limit of $7,900 Individual/$15,800 Family.
	Emergency medical transportation	20% coinsurance	20% coinsurance	Network deductible will apply.
	Urgent care	10% coinsurance	20% coinsurance	None
If you have a hospital stay	Facility fee (e.g., hospital room)	10% coinsurance	20% coinsurance	Preauthorization is required. Penalty of $200 may apply for failure to obtain

[* For more information about limitations and exceptions, see the plan or policy document at www.aultcare.com or www.medmutual.com.]

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
				preauthorization.
	Physician/surgeon fees	10% coinsurance	20% coinsurance	None
If you need mental health, behavioral health, or substance abuse services	Outpatient services	Benefits based upon the corresponding medical benefit.	Benefits based upon the corresponding medical benefit.	Services for Mental Health, Behavioral Health, or Substance Abuse are payable on the same basis as any other illness.
	Inpatient services	10% coinsurance	20% coinsurance	Preauthorization is required. Penalty of $200 may apply for failure to obtain preauthorization.
If you are pregnant	Office visits	Benefits based upon the corresponding medical benefit.	Benefits based upon the corresponding medical benefit.	Cost sharing does not apply to certain preventive services. Depending on the type of service, deductible or coinsurance may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery professional services	10% coinsurance	20% coinsurance	None
	Childbirth/delivery facility services	10% coinsurance	20% coinsurance	Preauthorization is required. Penalty of $200 may apply for failure to obtain preauthorization.
If you need help recovering or have other special health needs	Home health care	10% coinsurance	20% coinsurance	Preauthorization is required.
	Rehabilitation services	10% coinsurance	20% coinsurance	Preauthorization may be required for ongoing services.
	Habilitation services	10% coinsurance	20% coinsurance	Preauthorization may be required for ongoing services.
	Skilled nursing care	10% coinsurance	20% coinsurance	Preauthorization is required.
	Durable medical equipment	10% coinsurance	20% coinsurance	Preauthorization is required for certain DME services.
	Hospice services	10% coinsurance	20% coinsurance	Preauthorization is required.
If your child needs dental or eye care	Children's eye exam	No charge	20% coinsurance	Eye exam coverage through age 20.
	Children's glasses	Not covered	Not covered	
	Children's dental check-up	Not covered	Not covered	

Excluded Services & Other Covered Services:

[* For more information about limitations and exceptions, see the plan or policy document at www.aultcare.com or www.medmutual.com.]

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 (except in cases of rape, incest, or when the life of the mother is endangered, as allowed under applicable law) • Acupuncture • Bariatric Surgery	• Cosmetic Surgery • Dental Care (adult) • Hearing Aids • Long Term Care	• Non-Emergency care when traveling outside the U.S. • Routine Eye Care (adult) • Routine Foot Care • Weight Loss Programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)		
• Chiropractic Care	• Infertility Treatment • Habilitation Services	• Private Duty Nursing

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: for group health coverage subject to ERISA, contact Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA(3272) or www.dol.gov/ebsa/healthreform; for non-federal governmental group health plans, contact Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov. Church plans are not covered by the Federal COBRA continuation coverage rules. If the coverage is insured, individuals should contact their State insurance regulator regarding their possible rights to continuation coverage under State law. 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 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: for group health coverage subject to ERISA, contact Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA(3272) or www.dol.gov/ebsa/healthreform or call the Ohio Department of Insurance 1-800-686-1526; for non-federal governmental group health plans and church plans that are group health plans, contact AultCare at 1-800-344-8858, Medical Mutual at 1-800-228-6472, or call the Ohio Department of Insurance 1-800-686-1526.

Does this plan provide Minimum Essential Coverage? Yes
Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

Does this plan meet the Minimum Value Standards? Yes
If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

Language Access Services:

[Spanish (Español): Para obtener asistencia en Español, llame al AultCare 1-800-344-8858, Medical Mutual 1-800-228-6472.]

[Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa AultCare 1-800-344-8858, Medical Mutual 1-800-228-6472.]

[Chinese (中文): 如果需要中文的帮助，请拨打这个号码 AultCare 1-800-344-8858, Medical Mutual 1-800-228-6472.]

[Navajo (Dine): Dinek'ehgo shika at'ohwol ninisingo, kwiijigo holne' AultCare 1-800-344-8858, Medical Mutual 1-800-228-6472.]

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 the plan or policy document at www.aultcare.com or www.medmutual.com.]

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[* For more information about limitations and exceptions, see the plan or policy document at www.aultcare.com or www.medmutual.com.] Page 6 of 7

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 coinsurance	10%
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	**$12,700**
In this example, Peg would pay:	
Cost Sharing	
Deductibles	$300
Copayments	$0
Coinsurance	$900
What isn't covered	
Limits or exclusions	$60
The total Peg would pay is	**$1,260**

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 coinsurance	10%
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	**$5,600**
In this example, Joe would pay:	
Cost Sharing	
Deductibles	$300
Copayments	$0
Coinsurance	$500
What isn't covered	
Limits or exclusions	$20
The total Joe would pay is	**$820**

Mia's Simple Fracture
(in-network emergency room visit and follow up care)

The plan's overall deductible	$300
Specialist coinsurance	10%
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	**$2,800**
In this example, Mia would pay:	
Cost Sharing	
Deductibles	$300
Copayments	$0
Coinsurance	$300
What isn't covered	
Limits or exclusions	$0
The total Mia would pay is	**$600**

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