STATE EMPLOYMENT
RELATIONS BOARD

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MASTER AGREEMENT

BETWEEN

PYMATUNING VALLEY LOCAL BOARD OF EDUCATION

AND

PYMATUNING VALLEY EDUCATION ASSOCIATION

JULY 1, 2013
To and Including
JUNE 30, 2015

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PYMATUNING VALLEY LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

AND

PYMATUNING VALLEY EDUCATION ASSOCIATION

MASTER AGREEMENT

ARTICLE I. RECOGNITION

A. Recognition of Association

The Board of Education of the Pymatuning Valley Local School District (hereinafter the Board) recognizes the Pymatuning Valley Education Association, an OEA/NEA affiliate (hereinafter P.V.E.A. or Association), as the sole and exclusive bargaining agent for the bargaining unit.

B. Membership in Professional Organizations

Both parties recognize that certified personnel have the right freely to organize, to join, and support any organization for their professional and/or economic improvement. Such organization may set criteria for membership but may not exclude teachers as members on the basis of sex, marital status, race, creed, or national origin.

C. Bargaining Unit Members

1. Bargaining unit members (hereinafter "employees" or "teachers") shall mean all certified employees employed both full and part-time including tutors, in the School District by the Board.

2. The bargaining unit shall not include substitutes, seasonal and casual employees, supervisors, confidential employees, and management level employees as defined in Chapter 4117 of the Ohio Revised Code; provided, however, that substitutes assigned to a specific position shall, after sixty (60) continuous days in that position, become members of the bargaining unit for the duration of such assignment.

ARTICLE II. NEGOTIATING PROCEDURES

A. Directing Requests

Requests proposed for negotiations shall be submitted in writing by the P.V.E.A. to the Superintendent or his designated representative, or by the Superintendent to the President of the P.V.E.A. or its designated representative, not later than ninety (90) days prior to the expiration date of this agreement. A mutually convenient meeting date shall be set no later than fifteen (15) days after receipt of such notice, unless all parties agree to a later date.

B. Negotiation Meetings

1. Issues proposed for negotiations shall be presented at the first negotiation meeting. Other negotiable items may be added upon mutual agreement of both parties. Meetings shall be scheduled with the least interruption of school schedules. Negotiation meetings shall be in executive session unless mutually agreed by both parties.

2. Scope of Negotiations

Those matters which shall be negotiable are:

a. Salaries
b. Hours
c. Fringe economic benefits
d. Conditions of employment
e. The continuation, modification, or deletion of a provision of this agreement.

C. Representation

Representative members of the Board or their designated full-time administrative representative shall meet with designated representatives of P.V.E.A. to negotiate in good faith. Representation shall be limited to five (5) representatives each of the Board and P.V.E.A. including the Recording Secretary. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. While no final agreement shall be executed without ratification by the P.V.E.A. and approval by 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.

D. Study Committee

The parties may appoint joint ad hoc study committees to research, study, and develop projects, reports and programs, and to make recommendations on matters under consideration. The committees shall report all findings to both parties. The reasonable costs for such committees shall be borne equally by the Board and P.V.E.A.

E. Information

The Board and Superintendent agree to furnish the P.V.E.A.'s negotiation committee, upon request and in reasonable time, both prior to and during negotiations, all available information concerning financial resources of the district and such other information as will assist the P.V.E.A. in developing intelligent, accurate, and constructive programs on behalf of the teachers, the students, and the educational programs.

The P.V.E.A. agrees to furnish all available information on its proposals to the Board's negotiation team to support the development of sound programs for the school district.

F. While Negotiations are in Progress

1. Recesses

The chairman of either group may recess his group for independent caucus at any time. Caucuses shall be of reasonable length.

2. Protocol

No action to coerce or censor or penalize any negotiation participant shall be made or implied by any other member as a result of participation in the negotiation process.

3. Schedule of Meetings

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

4. Progress Reports

Periodic progress reports may be issued during negotiations to the public provided that such release shall have the prior approval of both parties.

5. Item Agreement

As negotiated items receive tentative agreement, they shall be reduced to writing and initialed by the designated representative of each party. Initialed items of agreement shall not be submitted as unresolved issues at any impasse or dispute settlement procedure.

ARTICLE III. AGREEMENT

Tentative agreement reached through negotiations shall be reduced to writing and submitted by the Association to the teachers for ratification. The Association negotiators shall recommend the tentative agreement for ratification. Upon ratification by the Association the agreement shall be submitted to the Board for adoption. If the agreement is ratified by the Association and adopted by the Board, the agreement shall be signed by the President of the Board and by the President of the Association and shall become effective upon the date indicated therein. There shall be two signed copies of the final agreement, one retained by the Board and one by the Association.

The Association shall be responsible for the word processing and the Board for the printing of the contract. The Association shall receive twenty-five (25) additional copies. The Board shall receive ten (10) additional copies. New bargaining unit members shall receive a copy from the Association.

ARTICLE IV. DISAGREEMENT

If an agreement is not reached within fifty-one (51) days prior to the expiration of this agreement, the parties shall jointly notify the Federal Mediation and Conciliation Service and the State Employment Relations Board that the issues in dispute are being submitted to mediation and request a mediator to assist in negotiations. The parties agree and will so notify FMCS and SERB that the use of a mediator from FMCS (or the Bureau of Mediation if the services of FMCS are not available) shall be the sole dispute resolution procedure of these parties, and the parties hereby waive the right to utilize any other dispute resolution procedure, including those enumerated in Chapter 4117 of the Ohio Revised Code. The Association shall have the right to proceed in accordance with Ohio Revised Code Section 4117.14(D)(2) and nothing herein shall be construed to limit that right. During and subsequent to submission of the ten (10) day notice required by Ohio Revised Code Section 4117.14(D)(2) the parties will continue to attempt to reach agreement on the items in dispute through negotiations and/or mediation.

ARTICLE V. RIGHTS OF INDIVIDUALS

Nothing in this document shall prohibit any certified employee from presenting views which affect his/her status in the District to the Superintendent or the Board. Employees shall process all grievances through the grievance procedure.

ARTICLE VI. PROVISIONS CONTRARY TO LAW

The parties hereby agree that this Agreement shall supersede all laws pertaining to wages, hours and terms and conditions of employment to the full extent permitted by Chapter 4117 of the Revised Code. In the event a court of competent jurisdiction or the State Employment Relations Board, in a final, unappealed or unappealable judgment, finds that any provision of this Agreement is in conflict with, and does not supersede, any provision of law, the parties shall renegotiate such provision.

ARTICLE VII. ASSOCIATION RIGHTS

A. Use of School Facilities

The P.V.E.A. shall have the privilege of using school building facilities when such facilities are not already in use. These shall be free of charge unless additional services are required over and above the normal.

B. P.V.E.A. Meetings

The P.V.E.A. may conduct Association business on school property providing such business does not interfere with or interrupt school operations.

C. Use of School Equipment

The P.V.E.A. will be permitted to use school equipment on school premises for Association purposes when such equipment is not otherwise in use, and the P.V.E.A. accepts the responsibility for reasonable care of such equipment.

D. Communications

1. The P.V.E.A. is authorized to use teachers' mailboxes and district email systems consistent with Board internet policy including the "Computer/Online Service" for dispersal of all P.V.E.A. materials.

2. A bulletin board in each building will be designated for the general use of the P.V.E.A.

E. Financial Information

The Board agrees to furnish copies to the President of the P.V.E.A. all available information concerning the financial resources of the school district, including but not limited to: annual financial reports, amended certificate(s), SF-12, budgets, monthly financial reports, etc.

F. Board Meeting

1. The Board recognizes the importance of P.V.E.A. participation at Board meetings and, therefore, extends to the P.V.E.A. all rights and procedures granted to the public at Board meetings.

2. The Board will advance to the President of P.V.E.A. all minutes and agendas of the Board and all revised Board policies.

G. Orientation Day Activities for Teachers

The President of the P.V.E.A., or his/her designated representatives will be provided up to one hour to meet privately with teachers to distribute information and discuss issues that are pertinent to the profession. This hour shall be determined by the Superintendent and the P.V.E.A. President by mutual agreement.

H. Policy Book

Each year, the P.V.E.A. President shall be provided by October 1, a copy of the Board Policy Book with current updates. Employees shall have access to the Board Policy Book in each building.

I. Service Fee for Representation

1. In recognition of the Association's services and benefits to the bargaining unit, all members employed in the bargaining unit shall either be members of the Association or shall share in the financial support of the Association by paying to the Association a fair share fee. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

2. The Pymatuning Valley Board of Education agrees to an automatic payroll deduction, unless paid in one lump sum prior to the first payroll deduction, as a condition of employment, of an amount equal to the total dues of the Association

from the pay of all bargaining unit members who elect not to become members of the Association, or who elect not to remain members.

3. The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the check-off of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

4. Payroll deduction of such fair share fees shall begin at the first payroll period following January 15, except that no fair share fee deductions shall be made for bargaining unit members employed after December 31 until the second paycheck.

5. Dues rates and fair share fee rates shall be transmitted by the Association to the Treasurer of the Board for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association. The Employer further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made.

6. Upon timely demand, non-members may apply to the Association the payment of the fair share fee pursuant to the internal procedure adopted by the Association or such non-members may submit appeals as provided by law.

7. The amount to be deducted from the pay of all non-Association members shall be the total dues as paid by the members of the Association, and such deductions shall continue through the remaining number of payroll periods over which the Association membership dues are deducted.

8. The Association agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

   a. The Board shall give a ten (10) day written notice of any claim made or action filed against the Employer by a member or non-member for which indemnification may be claimed;

   b. The Association shall reserve the right to designate counsel to represent and defend the Employer;

   c. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) accept the Association or its affiliates' application to file briefs amicus curiae in the action; and

   d. The action brought against the Board must be a direct consequence of the Board's good faith compliance with the fair share fee provision of the collective bargaining agreement herein; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

9. A non-member in a bargaining unit who pays a fair share fee to, or whose fee is in the process of collection by the local affiliate in the amount as provided in paragraph 2 above, shall be entitled to all of the rights, privileges, services and assistance enjoyed by regular active members of the Association, other than the right to vote in election of, to hold elective or appointed office or position in, or to participate in the governance of the Association and its affiliates or to participate in services clearly defined as member-only activities. As used herein, to "participate in the governance" includes but is not limited to signing and/or circulating petitions for the recall of officers of the Association or its affiliates or for amendments to the constitution and bylaws of the Association or its affiliates and includes being counted as a member for election or delegate allowance purposes.

10. Any non-member of the Association who elects to continue employment with the Board after a thirty (30) day period shall be deemed to have consented to receiving the services and benefits to be conferred by the Association as the exclusive bargaining agent and shall be liable (subject to a civil action for damages in the amount of any unpaid service fee and other assessments) to the Association for the annual fair share fee assessment.

    The above fair share fee provision shall be an exclusive right of the Association during the term of this agreement and it will not be granted to any other employee organization seeking to represent employees in the bargaining unit represented by the Association.

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

J. Job Descriptions

1. The P.V.E.A. shall be notified of changes in job descriptions for all teachers and provided the opportunity for input prior to Board adoption.

2. Any teacher beginning a new teaching assignment shall receive a copy of their job description.

K. Unpaid Dues

Bargaining unit members who have not had their monthly payroll deduction of dues deducted for any reason, shall have the missing dues taken out of subsequent pays in an equal amount over the rest of the year. The Board Treasurer and the P.V.E.A. Treasurer shall consult one another to confirm the bargaining unit member has not paid the dues for the month(s) in question.

ARTICLE VIII. TEACHER CONTRACTS

A. Contracts issued to teachers shall be as follows:

1. Two one-year contracts, one two-year contract issued consecutively.

2. Two one-year contracts, one one-year contract with reason for not issuing a two-year contract and in compliance with Article IX.

3. After four years teaching experience in the district, or five years if the initial two-year contract is delayed, a three-year contract.

4. Teachers who become eligible for a continuing contract while on a multi-year limited contract may apply for continuing contract status. At the request of the teacher, the Board will act on said teacher's continuing contract status twice a year, October and April.

B. Teachers wishing to resign from either their regular or extracurricular contract must do so by July 10 of each year. Resignations after this must be with Board approval.

C. Continuing contracts shall be granted pursuant or ORC 3319.11.

ARTICLE IX. NON-RENEWAL/TERMINATION

A. When the Board effects the termination of an employee's contract, said termination shall be in keeping with the provisions of ORC 3319.16 and just cause.

B. When the Board effects the non-renewal of an employee's contract, said non-renewal will be in keeping with the provisions of ORC 3319.11. Non-renewals shall be based on the procedures as outlined in 3319.11, and on the evaluation forms attached as Appendix C. Employees who are non-renewed shall have the right to challenge the evaluations based on procedural and/or substantive issues.

C. It is acknowledged by P.V.E.A. that the Board may employ individuals prior to the receipt of a Criminal Records Investigation Report, as required by Ohio Revised Code. It is expressly agreed between the Board and P.V.E.A. that the Board may discharge any employee who is employed prior to receipt of the Criminal Records check if the subsequent Criminal records check contains a report of any of the offenses outlined in Ohio Revised Code which prohibit, by law, the Board from employing the individual. If any discharge of a teacher must occur, the mandates of ORC 3319.16 (Termination Statute) shall not be required.

ARTICLE X. SCHOOL YEAR AND SCHOOL DAY AND PAY PERIODS

A. School Year

The school year consists of 184 days of service as prescribed in the official calendar adopted by the Board (exclusive of extended service). Pursuant to any Ohio law changes,

the school year shall include not to exceed five (5) calamity days when approved by the Board and the Department of Education.

180 student attendance days (includes two (2) conference days)

4 days in-service or other activity scheduled

Martin Luther King Day will not be a required day of work.

President's Day will not be a required day of work.

NEOEA Day shall not be a required day of work.

P.V.E.A. supports the philosophy that graduation is a culminating activity, worthy of the participation of the professional staff. Therefore, P.V.E.A. strongly encourages P.V.E.A. members to attend graduation ceremonies.

B. School Day

1. An employee's day shall consist of seven (7) hours of assigned time. Said day shall include a thirty (30) minute uninterrupted lunch time.

   An increase in daily class time, within the seven (7) hours of assigned time, must have the consent of the employee. The employee shall be additionally compensated per the Payment Schedule per semester for the increase in daily class time.

2. Building principals may extend the day for meetings or special duties. These extensions must be equitable among the building staff, grade level, or departments at the rate. Building meetings shall not be longer than one hour duration except by mutual agreement. Whenever possible, twenty-four (24) hours notice will be given for such meetings.

3. For special duty assignments outside the Teacher day, the building principal will seek volunteers. No teacher will be assigned to be a dance chaperon.

4. The employee is not required to attend if schools are closed for any reason.

5. No primary teacher will be assigned cafeteria supervision.

6. Teachers who lose their planning time/period due to scheduling changes for testing shall be compensated per the Payment Schedule per period.

7. All teachers shall be given a planning time each day in a time block. No teacher shall be assigned a split planning period.

8. No teacher shall be regularly assigned a study hall during the same time they have a class assignment.

9. Any teacher who attends an IEP, IAT, or MFE meeting beyond the employee's seven (7) hour day shall be compensated per the Payment Schedule. Any teacher who is scheduled to attend an IEP, IAT, or MFE meeting beyond the employee's day

and the meeting is cancelled shall be compensated unless twenty-four (24) hour notice was given.

10. Administrators are expected to cooperate in the scheduling of IEP, IAT, or MFE meetings as to be sensitive to the planning time allotted teachers.

11. On school delays, staff should report at normal time unless hazardous road conditions dictate otherwise, in which event teachers should report one-half (1/2) hour prior to student starting time.

C. Payroll

1. Teachers will receive their pay in twenty-six (26) pay periods for each contract year. Said pays shall be made every other Friday except if the payday should fall on a vacation day. Teachers shall then be paid on the last working day before vacation. If two (2) pay periods fall during the same break, employees who are paid by check will have their checks mailed on Wednesday directly preceding the second pay date.

2. Bargaining unit members will have direct deposit of their paychecks. Employees shall have the right to delegate disbursement to three (3) accounts and make changes to the accounts to which money is deposited five (5) business days prior to a pay date.

3. Teachers who are on an approved leave which would cause them to be absent from the district on payday shall receive their paycheck prior to the leave if payroll has been completed.

4. Payroll deductions are made for:

   a. Withholding tax according to information contained on exemption certificate filled out and given to the Clerk.

   b. Membership Dues to the P.V.E.A.

      Any authorization form that is checked "continuous dues" shall remain in effect continuously unless the member revokes such authorization, using an Association provided form, during a thirty day (30) withdrawal period ending August 31. The Association will notify the Board on an annual basis of the names of employees who are on continuous payroll deduction.

   c. Employee's share of retirement contribution.

   d. Credit Union payments as authorized by the employee.

   e. Annuity fund payments as authorized by the employee.

   f. Insurance as authorized by the employee.

   g. Political contributions, FCPE.

   h. Charity, including United Way and CDC.

i. Fair Share Fee as authorized in Article VII.

j. The Board shall provide access to Internal Revenue Code ("IRC") Section 403(b) annuity contract or custodial account providers without limiting the employee's rights to hardship withdrawals, loans and other contractual provisions that are permitted under IRC Section 403(b) contracts, provided that the IRC Section 403(b) providers otherwise comply with the requirements of the Section 403(b) Plan of the School District, including, without limitation, (i) the execution of a Plan Provider Agreement that will, among other things, obligate the provider to comply in operation with the requirements of IRC Section 403(b) and to indemnify the Board for non-compliance with applicable law, and (ii) having at least five employees agree to make salary deferrals to the provider as an initial condition of becoming a Plan Provider. The Section 403(b) Plan of the School District shall permit employees to elect to treat all or part of their contributions to a Section 403(b) annuity contract or custodial account providers as "ROTH" contributions.

k. The Board shall permit employees to elect to defer compensation under a deferred compensation plan which satisfies the provisions of IRC Section 457(b) (the "457 Plan"). The 457 Plan is sponsored by the Ohio Public Employees Deferred Compensation Program that has been established pursuant to Chapter 148 of the Ohio Revised Code.

l. Vendors providing 403(b) and 457(b) products will be allowed to provide their services, assuming they can comply with Federal and State law, upon request of five (5) or more employees of the District.

D. Instructional Materials

The Board and Administration recognize that it is advantageous for each student to have textbooks that are currently published. The Board further recognizes that a budget for educational classroom supplies is necessary. Toward that end, the Board and Administration shall earmark monies to the best of their fiscal ability to provide for these needs.

E. Extended Service

Effective July 1, 1996, teachers in positions which provide extended service time will be entitled to extended service as outlined in their contracts effective July 1, 1996.

Teachers hired after July 1, 1996 for positions providing extended service shall be issued a supplemental contract stating the number of extended service days. The number of those days may or may not be the same as those in effect as on July 1, 1996.

ARTICLE XI. ASSIGNMENTS AND TRANSFERS

A. Assignments

1. Teachers under contract during a school year will be notified in writing of their tentative teaching assignments for the following year not later than May 15 of the

current school year. Such notification shall include the teacher's proposed salary, school assignment, and subject assignment. Any change in such assignment required by the needs of the school district will be made known to the teacher, in writing, as soon as possible.

2. No teacher assigned to teach in more than one building shall be scheduled to travel to another building more than once per day. In the event that travel to another building requires the teacher leaving the classroom before dismissal or arriving to a classroom where students have already assembled, the teacher in the eyes of the Board of Education shall be held harmless from any liability that might occur when the teacher is not physically present in the classroom (i.e., traveling).

3. Teachers shall not be involuntarily assigned outside the scope of their teaching certificates.

4. Each building will develop its list of teachers willing to substitute and this list will be utilized on a rotational basis. In the event that no one on the list is available, teachers, on an emergency basis will be required to substitute during their planning period except in an emergency situation. Teachers will not be required to leave their normal teaching duties or professional assignments to substitute for another teacher.

5. The Association and the Board agree to bring all new and/or experimental programs before the Labor Management Committee for discussion.

6. Home Instruction tutors shall make every effort to provide the student with the same services as provided by a subject teacher. If lesson plans and tests are available from the subject teacher, these shall be used as a guide by the Home Instruction tutor.

7. Tutors shall be required to complete and submit to the classroom teacher and the building principal reports for each student they tutor no later than one (1) week prior to the last day of each grading period.

8. The administration shall place in the student's permanent record folder a notation of dates when long-term tutoring services are provided.

B. Definitions

1. Vacancy

A vacancy is a teaching or supplemental position which is either newly created or unfilled because of death, retirement, resignation, termination, non-renewal and which the Board intends to fill.

2. Transfer

Transfer means reassigning a teacher to a different department at the secondary level; to a different grade at the elementary level; or to a different building.

3. Home Instruction Tutor

Home Instruction tutor shall mean three (3) weeks or longer of continuous tutoring service.

C. Posting

Whenever a vacancy arises or is anticipated in a bargaining unit position, including a supplemental position, the Superintendent shall cause to be posted on a bulletin board in each building a notice of the vacancy no less than two (2) weeks before the position is filled. Additionally, the administration will post on the district website and email the posting to each teacher's school email account. This shall be advisory only and not the official posting. During the school year, the notice of the vacancy will be posted in the school buildings. (Vacancies that arise September through May will not require notice in pay envelopes.) During the months of June, July, and August, such postings will be posted in the school buildings.

D. Selection of Teaching Personnel

Basis of Selection

1. Vacancies, excluding supplemental, shall be filled on the basis of seniority and certification. The most senior applicant who holds the certification necessary shall be selected.

2. All recommendations of instructional personnel, principals, and supervisors by the Superintendent of Schools shall be determined on the basis of scholarship, professional preparation, and/or successful teaching experience.

3. Teachers shall be placed in their field of certification and wherever possible in their major field of preparation.

4. When qualifications of candidates are equal, the selection shall be made in the following order of preference:

   a. Staff under regular teaching;

   b. Staff under contract as substitutes and tutors and

   c. Applicants outside the system.

5. The most senior in-house applicant will be given priority consideration in any recommendation by the Superintendent to the Board.

E. Transfer

1. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building, or position shall be made in writing, on forms furnished by the Board and submitted to the principal.

2. The application shall set forth the reasons for transfer, the school, grade, or position sought, and the applicant's academic qualifications.

3. The Board lends its support to a policy of filling vacancies in supervisory positions, from within its own staff when it is determined by the Superintendent that the qualifications and abilities of the person within the system are equal to or superior to persons from without the system taking into consideration, among other qualifications, but not limited to, experience, competency, and length of service.

4. The regular teaching staff will be informed by letter from the principal if a position they desired is not granted. This letter will state the reasons for not being granted the position.

F. Involuntary Transfer

1. Process

When the principal has made the decision that a transfer is necessary and the teacher involved selected, said teacher shall be notified of the principal's recommendation. If more than one (1) teacher could be transferred to meet the educational or personnel needs of the District, the least senior of such teachers will be transferred. Involuntary transfers shall not be arbitrary or capricious. The teacher will be informed in person and in writing by the Superintendent or principal. The teacher may request a meeting with the Superintendent to discuss the transfer.

2. Prior to the start of school, new teachers shall not be assigned until all transfer requests have been considered. This includes the involuntarily transferred teacher seeking return to a previous assignment.

G. Supplemental Positions

Supplemental positions shall be offered to individuals in the following manner:

1. Qualified bargaining unit applicants shall be given first priority.

2. If no qualified internal applicant is available, the position may then be offered to certificated individuals outside of the bargaining unit.

3. If no qualified, certificated, non-bargaining unit member is available, the position may be offered to the most qualified candidate.

Bargaining unit seniority shall not be the sole factor in selecting an internal applicant for any supplemental position. This article is not intended to relieve the Board of its obligations under Ohio Revised Code in relation to the awarding of these positions.

H. Job Sharing

Job sharing shall refer to a voluntary option available for teachers, subject to the prior approval of the Superintendent, to share one full-time position.

1. Teachers shall assume responsibility for finding job sharing partners. No teacher shall be required to job share.

2. Partnerships must be formed by June 1.

3. Each teacher shall acquire one (1) year seniority for each year of job sharing worked.

4. A job sharing partnership shall last one (1) school year.

5. Any two (2) teachers interested in a job sharing arrangement will submit a written job sharing plan showing in detail all particulars with respect to the job sharing arrangement proposed by them including the duties to be shared and the manner in which all duties are to be shared, the responsibilities to be shared and the manner in which they are to be shared.

6. Any individual wishing to return to full time employment must notify the Superintendent by the first day of the second semester. Upon dissolution of the job sharing partnership, each job sharing teacher shall be guaranteed a full-time position in the school from which he/she left if a position is available in that school. If a position is not available in his/her previous school, he/she shall be given a full-time position for which he/she is certificated within the school district if such a vacancy exists. As part of this plan, both teachers shall agree in writing as to who is most senior should an additional vacancy not be available in which case "bumping rights" procedures shall prevail.

7. Due to the nature of job sharing, such arrangements will not always reflect an exact 50% split of responsibilities. Consequently, job sharing approved by the Superintendent may assign varying percentages to each teacher for the purposes of determining salary and fringe benefits. It is further understood that, due to the need for coordination of educational programming, etc., the actual amount of the work day needed to facilitate a successful job share may exceed the percentage assigned by the Superintendent for pay and benefits and the amount of the work day shall be agreed upon in writing at the time the job share is approved.

8. In order to maximize the continuity of the educational program of students, each participating teacher shall, with advance notice, substitute for his/her partner and shall be paid the appropriate prorated amount at the daily substitution rate. If the partner cannot substitute, a qualified substitute shall be employed.

9. A written grading philosophy and discipline standard in compliance with existing policies will be agreed upon by the participants and the building principal. Said philosophy and standard will be kept on file in the Principal's office, and distributed and discussed with parents within the first three (3) weeks after the start of school. The same holds true for new subjects.

10. Equity of work load/time on duty will be attempted at all times by all participants concerned. A schedule will be determined and agreed upon before the building schedule is finalized. Teachers and the building principal will meet to discuss room assignment, scheduling, supplies, etc., as soon as said items are determined.

11. Both teachers will be present for Open House and evening conferences. Teachers will work a full day on in-service and conference days.

12. Each teacher who participates in the Job Share program will be assigned to a 0.5 position and be eligible to receive one-half (1/2) of his/her salary as determined by each individual's placement on the salary schedule, during the year of participation.

13. The Board and the affected employees of the Job Share program shall share equally the cost of the insurance plan. The total cost of the insurance program shall not be more than the cost of the program for a regular employee with the same total coverage.

14. Job Share employees shall be entitled to 1.5 personal days per year.

15. Sick leave days will be given on a pro-rata basis reflective of the percentage of time spent working.

I. Seniority

Seniority Defined

1. Seniority shall mean the length of continuous employment in a bargaining unit position. For the purposes of RIF should a Court of competent jurisdiction, State or Federal in its interpretation of ORC 3319.17 establish a different standard of seniority for RIF then that interpretation shall be fully incorporated into the Agreement and subsequently followed.

2. A bargaining unit member serving under a continuing contract will be placed at the top of the list, in descending order of seniority. A bargaining unit member serving under a limited contract will be placed on the list, below continuing contract bargaining unit members, also in descending order of seniority.

3. A bargaining unit member who leaves the bargaining unit of the Pymatuning Valley Local Schools to enter into an administrative or supervisory area of the Pymatuning Valley Local Schools, shall have their seniority level frozen at the level they had attained in the bargaining unit.

4. Seniority shall accrue for all time a bargaining unit member is on active pay status, is receiving workers' compensation benefits or is absent due to active military service.

5. Time spent on inactive pay status (unpaid leave, sabbatical, or layoff) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.

6. a. Less than a four-eighths (4/8) contract per year equals one-half (1/2) year seniority.

   b. Equal to or more than a four-eighths (4/8) contract per year equals one (1) year seniority.

7. No bargaining unit member shall accrue more than one (1) year of seniority in any work year.

Equal Seniority

1. A tie in seniority shall occur when two (2) or more bargaining unit members have the same amount of seniority credit as determined by the seniority list.

2. Ties in seniority shall be broken by the following method to determine the most senior bargaining unit member:

   a. The bargaining unit member with the earliest date of system wide employment as a bargaining unit member; then

   b. Date of Board Action for original hire; then

   c. Seniority shall be broken by the last four (4) digits of each member's social security number. The member with the lowest number shall be considered the most senior; then

   d. Coin toss.

Posting of Seniority List

1. The seniority list shall be posted once annually, by November 1 of each work year. The Board shall prepare and post a seniority list on the designated bulletin board in each building/work site indicating:

   a. Number of years accrued

   b. Date of system wide employment
   c. All areas of certification/licensure

2. Said list shall be provided to the Association President on or before the date of posting.

3. Mistakes on the list shall be reported to the Superintendent or his/her designee for immediate correction.

Loss of Seniority

Seniority shall be lost when a bargaining unit member retires or resigns; is discharged for cause; or otherwise leaves the employment of the Board.

ARTICLE XII. RESPONSIBILITY OF PROFESSIONAL PERSONNEL

A. Student Assault/Support in Maintenance of Discipline

1. Board Responsibility

The Board recognizes its responsibility to continue to give support and assistance to all teachers with respect to the maintenance of control and discipline in the classroom including sexual harassment and other forms of harassment/assaultfrom

students. To this end, the Principals agree to meet with representatives from all buildings to review and recommend changes in the Student Handbook. The administration shall promulgate rules and regulations which set forth the procedures to be utilized to discipline, suspend, or expel students. Such rules and regulations shall be distributed to all students and teachers at the beginning of each school year.

2. Administrative Removal

The principal may remove the student from curricular or extracurricular activities or from the school premises.

3. Teacher Removal

A teacher may remove the pupil from curricular or extracurricular activities under his/her supervision and clear this with the principal, but not from the school premises altogether.

4. Student Reinstatement

a. If the principal reinstates a student so removed prior to hearing, reasons will be given to the teacher upon request.

b. The student responsible for the disruption shall be removed from the classroom, returned to the classroom or reassigned to another teacher.

c. The student responsible for a disruption that results in the assault upon a teacher shall be removed from that classroom.

5. No teacher or group of students is required to tolerate any act of willful misconduct, including discourtesy, abusive and vile language, act of violence, and/or insubordination. A teacher shall refer a student for discipline in accordance with Board Policy and administrative rules and regulations.

B. Notification of Delay

When a delay of school is necessary, because of weather, etc., a public (radio) announcement will be made as soon as possible prior to the normal start of school.

C. Class Size/Class Load

1. Ratio-District Wide

The ratio of certified staff to pupils on a district-wide basis shall be at least one full-time equivalent certified staff member per twenty-five (25) pupils in average daily membership. Said ratio shall be calculated in accordance with Sections 3317.02 and 3317.023 of the Revised Code.

2. Elementary Class Size

a. Kindergarten-6 shall not exceed twenty-five (25) pupils per each individual homeroom teacher.

b. The variation between individual homerooms at any given grade level shall not exceed two (2) students at the beginning of the school term.

c. Elementary specialist teachers (art, music, and physical education) shall meet with and teach students from one (1) homeroom teacher at a time.

3. Secondary Class Size/Class Load

a. Regular teachers' classes in the secondary (Grades 7-12) shall not exceed an average of thirty-two (32) students.

b. No secondary teacher with the standard of thirty (30) teaching periods per five (5) day week shall be assigned to teach more than 170 pupils per day. No secondary teacher assigned thirty-five (35) teaching periods per five (5) day week shall be assigned to teach more than 180 pupils per day. No secondary teacher shall be assigned to teach thirty-five (35) teaching periods per five (5) day week for two consecutive years except when required to meet curriculum needs.

4. Special Education Class Load

The number of pupils in a special education unit shall be in accordance with the Rules for the Education of Handicapped Children.

5. Exemptions

The standards listed in C.3. shall not apply to the following:

a. Physical education (Grades 7-12)

In the event the number of individual student contacts in grades 7-12 exceeds three hundred and twenty five (325), the PE/Health teacher shall be compensated per the Payment Schedule per semester for each semester the overload occurs.

b. Study hall

c. Instrumental and vocal music classes

d. Lunchroom supervision

D. Implementation/Overload

1. Student Enrollment

Between the fifteenth (15th) and thirtieth (30th) working day of each semester, teachers will notify building administrators of overloads. The building administrator will have until the last Monday in October or until the third Monday of February to correct the overload. If the overload is not corrected, overload compensation will be paid based on the enrollment on those dates i.e., last Monday in October or third Monday in February.

2. Overload

An overload shall exist when a class size exceeds the limit as set forth in Sections C.2.a., C.2.b., and C.2.c. of this Article.

3. Overload Compensation

Overload compensation will be paid on the first payday in November and the first payday of March.

a. Compensation shall be paid to each K-6 homeroom teacher with students exceeding the limit per the Payment Schedule per student per semester above the limit.

b. Compensation for overloads in grades 7-12 shall be paid per the Payment Schedule for each additional student over the daily class load per semester.

E. Student Acceptable Use Policy

The Board and the Association recognize the need for a district-wide K-12 Student Acceptable Use Policy (SAUP).

ARTICLE XIII. LEAVES OF ABSENCE

A. Leaves of Absence – General

Upon the written request of a teacher, a Board of Education may grant a leave of absence for a period of not more than two (2) consecutive school years for educational, or professional or other purposes, and shall grant such leave where illness or other disability is the reason for the request. Upon subsequent request, such leave may be renewed by the Board. Without request, a Board may grant similar leaves of absence and renewals thereof to any teacher because of physical or mental disability, but such teacher may have a hearing on such unrequested leave of absence, or its renewals in accordance with Section 3319.16 of the Ohio Revised Code (Ohio Revised Code Section 3319.13).

B. Leaves of Absence for Professional Improvement

A public school teacher who has completed five (5) years of service may, with the permission of the Board of Education and the Superintendent of Schools, be entitled to take a leave of absence with part pay, for one or two semesters, subject to the following restrictions:

1. The teacher shall present to the Superintendent for approval a plan for professional growth prior to such a grant of permission and at the conclusion of the leave provided evidence that the plan was followed.

2. The teacher may be required to return to the district at the end of the leave for a period of at least one (1) year, unless the teacher has completed twenty-five (25) years of teaching in this state.

The Board of Education may not grant such a leave to more than five percent (5%) of the professional staff at any one time, nor allow a part of salary in excess of the difference between the substitute pay and the teacher's expected salary, nor grant a leave longer than one year, nor grant a leave to any teacher more than once for each five (5) years of service, nor grant a leave a second time to the same individual when other members of the staff have filed a request for such a leave (Ohio Revised Code Section 3319.131).

C. Leave of Absence for Military Service

Military leave will be granted in accordance with Ohio Revised Code Section 3319.14.

D. Sick Leave

1. Certified employees may earn in each calendar year fifteen (15) days of sick leave credit, except that each new employee with no transferable sick leave credit earned elsewhere in Ohio and employees with no accumulated sick leave shall have a credit of five (5) days at the beginning of school in September.

2. Unused sick leave shall accumulate to a maximum of three hundred ten (310) days.

3. An employee may transfer all earned and unused sick leave when employed from another school district by the Pymatuning Valley Local Schools.

4. Employees may use sick leave upon approval of the local Superintendent for absences due to:

   a. Illness, injury, pregnancy, childbirth, exposure to contagious disease which could be communicated to other school employees or pupils.

   b. Illness, injury or death in an employee's immediate family (husband, wife, son, daughter, children-in-law, brother, sister, parents, or parents-in-law, grandparents, brother-in-law, sister-in-law, aunt, uncle, grand parents-in-law or significant other or other near relative who resides under the same roof.

   c. Any other legitimate reason approved by the local Superintendent of Schools or the Clerk.

5. The Board agrees to employ an answering machine for sick leave call in.

E. Child Care Leave

1. Leave Rights

An employee who is pregnant or adopting a child shall be entitled to a leave of absence without pay for child care reasons to begin at any time between (a) the commencement of pregnancy, or in the case of adoption, the receipt of custody, and (b) one (1) year after the child is born or adopted. Such leave shall be granted for the balance of the school year in which it is requested and may be extended for up to one additional calendar year upon application for extension.

2. Application for Leave

Application for child care leave shall be in writing, and shall contain a statement of the expected date of birth, or in the case of adoption the date of obtaining custody, the date on which the leave of absence is to commence and the date the employee anticipates return to employment. Applications for child care leave shall be granted by the employer.

3. Time for Filing Application

Application for child care leave prior to childbirth should be made prior to the thirtieth (30th) day before the beginning date of child care leave. Application for child care leave for the period beginning with the expiration of a period of disability, or the child care leave related to adoption should be made prior to the thirtieth (30th) day before the beginning date of the leave. The employee's failure to make a timely application shall not be grounds for denying the approval of child care leave.

4. Reinstatement Rights

Employees on child care leave shall give notice by March 15 of their intent to return for the following school year or request an extension of child care leave for the following school year. Employees commencing child care leave after March 15 shall give such notice of intent at the time of application for the leave. Failure to comply with the intent stated therein may be grounds for denial of reinstatement.

Upon return from approved child care leave at the time set forth in the application for leave, the employee shall be entitled to reinstatement to the same position if possible, or a comparable position to that which she held prior to the leave. If the employee desires to return to active service prior to the stated date of the application for leave, the employee shall notify the Superintendent in writing that an early return to service is requested, and the date upon which the employee wishes to return. This request may or may not be granted at the discretion of the Superintendent. At the expiration of the leave period as originally granted, the employee shall be entitled to reinstatement on the same terms and conditions as though the employee returned from leave at the time set forth in the application.

5. Benefits During and After Child Care Leave

All insurance coverage shall be continued for those who are on child care leave upon the payment of total premium by the employee. Said premium will be payable at the beginning of each month to the Clerk-Treasurer. Benefits shall be reinstated upon the teacher's return; however, advance increment shall not be given unless the employee taught at least 120 days of the total school year in which the leave commenced.

F. Association Leave

1. The P.V.E.A. officers, bargaining team and OEA delegates will be granted Association Leave days not to exceed twelve (12) in a school year.

2. The President will apply to the Superintendent for Association Leave by signing the Association Leave Form attached to this contract.

G. Personal Leave

P.V.E.A. and the Board agree that personal leave provides teachers with needed flexibility. However, P.V.E.A. and the Board strongly encourage discretion in the use of personal leave so that the disruption of the educational process for students is minimized.

1. Personal Leave for certified employees shall be provided at the rate of three (3) days per year, all of which shall be unrestricted except that a personal leave day taken on a day consecutive to a school recess shall count as two (2) days toward the three-day allotment. School recesses applicable to the above include Christmas, spring (Easter) and Memorial Day.

2. Unused personal days at the end of each year shall be converted to Sick Leave and reported in the paycheck by the second pay in July.

3. Teachers wishing to make use of the leave must submit a request to the Superintendent as soon as possible.

4. Any teacher who by willful misrepresentation violates this personal leave policy shall be subject to suspension.

H. Assault Leave

1. An assault is an injury inflicted upon an employee as a result of performing work-related duties.

2. An employee who suffers illness or injury that is caused by a job related assault, be it on or off the employer's premises, shall be granted assault leave for the length of the absence.

3. Such leave shall be at full pay and shall not be charged against sick or personal leave provided the employee agrees to file criminal charges in accordance with Ohio Revised Code.

4. Such leave shall commence on the first day of absence and continue until the employee elects one of the following options:

   a. The employee returns to work

   b. The employee begins to receive retirement benefits under STRS

   c. The employee resigns

5. Absences under this leave policy are reviewable if they continue to thirty (30) days of absence and are subject to additional review at thirty (30) day intervals.

6. Employee shall report immediately to their supervisor or principal all cases of assault suffered by them in connection with their employment. The principal will gather information pertaining to the assault as soon as possible. The information will be forwarded in writing to the Superintendent and a copy will be given to the assaulted teacher. The information should contain the names and testimony of all witnesses to the assault. The principal and/or superintendent shall offer legal counsel through the county prosecutor's office to advise the teacher of his/her rights and obligations with respect to such assault. The Superintendent and principal will render assistance to the teacher in connection with the handling by law enforcement and judicial authorities.

7. The employee shall put in writing the utilization of his/her Assault Leave.

I. Legal Duty

An employee who is summoned or subpoenaed into a court of law or in a legal proceeding that affects the Association or member shall be granted leave with pay. Jury duty pay shall not be deducted from the employee's salary.

J. Attendance Credit Stipend

Any teacher whose attendance meets or exceeds 180 school days within the school year including professional leave days shall receive a stipend equal to one (1) day's pay calculated on the basis of the base salary applicable to a teacher with no years of experience under the "BA" column of the salary schedule set forth in Article XXIV of this Agreement. To receive attendance credit with respect to any given school day, the teacher must be in attendance for all scheduled work hours for that day.

K. Professional Staff Visitations and Conferences

Employees authorized by the Superintendent to represent the school system at educational meetings and conferences and on County Board of Education committees will be allowed expenses and salary in conformance with administrative regulations.

L. Family and Medical Leave Act (FMLA)

Employees who qualify shall be entitled to a leave of absence under the Family and Medical Leave Actof 1993 (FMLA). Such leave shall not limit or lessen the leave provisions of this Agreement. To the extent that the provisions of FMLA are covered by paid leave provisions of this Agreement, the twelve (12) weeks of leave and benefit coverage to which an employee is entitled under the FMLA shall run concurrently with existing paid leave benefits. A year for the purposes of FMLA shall be July 1 to June 30.

ARTICLE XIV. PERSONNEL FILES

A. The Board shall maintain only one (1) file on each employee. This file shall be the employee's personnel file and shall be maintained in a secure, accessible area in the office of the individual designated to administer personnel matters.

B. The employee's personnel file shall contain only items relating to work performance, discipline, and routine financial or personnel data.

C. Any material placed in the employee's personnel file shall be shown to the employee with a copy provided for the employee. The employee shall have the right to acknowledge the reading of such material by signing the actual copy to be filed, with the understanding that such signature merely signifies that the employee has been shown the material and does not necessarily indicate agreement with its contents. All file entries shall be signed and dated by the administrator authorizing its inclusion.

D. An employee shall have the right to review the content of his/her personnel file during normal business hour. The employee shall have the right to a copy of any item(s) in the file at no cost. A representative of the Association may, at the employee's request, accompany the employee in this review.

E. Anonymous document(s) shall not be included in the personnel file.

F. No misleading, inaccurate, or invalid information shall be placed in the file.

G. An employee shall have the right to have expunged all disciplinary and like materials from the personnel file if a five (5) year period has elapsed without any additional relevant disciplinary material being added to the file.

ARTICLE XV. ACADEMIC FREEDOM

A. The teachers seek to educate young people in the democratic tradition, to foster recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution, the Bill of Rights, and laws of the land and to instill appreciation of the 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 teacher and student is encouraged.

B. Teachers shall be guaranteed academic freedom within the confines of State Law and Board Policy that permits students to raise questions dealing with critical issues of the time. Teachers shall use acceptable standards of educational responsibility.

C. Freedom of individual conscience, association, and expression will be encouraged and fairness in procedures will be observed both to safeguard the basic objectives of a democratic society. Academic freedom requires that all sides of an issue shall be explored. Opinion should be stated as such and theory for what it is.

D. No teacher shall be forced to change a student's grade or record. Any administrative decision to change a grade, record or promote a student shall be noted in the student's record and signed by the administrator making said change.

E. The application to attain, designation of, or lack of Master Teacher status shall have no bearing on the evaluation, employment status, pay or teaching assignment of any bargaining unit member. No teacher shall be required or requested to apply to become a Master Teacher.

ARTICLE XVI. SUBSTITUTE TEACHERS

A. A teacher may request substitute preference to their principal or the sub securer.

B. When elementary special teachers (i.e., music, art, physical education) are absent, substitute teachers will be provided if available. If a substitute is unavailable, an aide may be used.

C. Where meaningful instruction can occur and safety of students not compromised, substitutes will be secured for secondary special teachers; i.e., art, music (vocal/band), industrial arts, vocational agriculture.

D. If due to the lack of substitutes, a principal assigns a teacher to cover a class causing said teacher to lose their planning period, the teacher will be compensated per the Payment Schedule per period.

E. If due to the lack of substitutes a principal assigns a class to an established study hall, the assigned study hall teacher shall be compensated at an additional rate per the Payment Schedule per class.

ARTICLE XVII. PROFESSIONAL COURTESY

A. No teacher will be disciplined or reprimanded without just cause. In no case will such action be done publicly, unless as requested by the teacher or required by law.

B. No teacher will be required to remain in any meeting (for discipline, reprimand, or any purpose) where professional courtesy is not being maintained.

C. A teacher who feels a meeting with the administration is for the purpose of discipline or reprimand will be entitled to have a representative of the P.V.E.A. present.

ARTICLE XVIII. INSURANCE

A. Hospital, Surgical, Major Medical

1. All certified staff, including tutors hired after July 1, 1993, will have all insurances, except life insurance, paid on a fractional basis corresponding to their hours worked in relation to a seven (7) hour day (i.e., a certified employee working four (4) hours per day shall have 4/7 of the premium paid by the Board for any insurance coverage they desire: hospital, dental or vision.)

2. Certified employees who work every other day (i.e., a kindergarten teacher with one section) shall have one-half (1/2) the premium cost paid by the Board for any insurance coverage they desire.

3. The Board of Education shall retain the utilization review program for the duration of this Agreement.

4. For the 2013-2014 school year employees with a single plan will pay $40 per month and employees with the family plan will pay $80 per month. The premiums will be divided equally from the first two (2) checks of each month on a pre-tax basis.

   For the 2014-2015 school year employees shall pay five percent (5%) of the applicable premium(s) for the coverage selected by the employee for health and prescription insurance, dental insurance, and vision insurance. The employer shall offer coverage at the following premium levels:

   Employee (single)
   Employee + 1
   Family

5. When an employee retires, the Board paid insurance terminates on the first of the designated month of retirement as determined by STRS.

B. Group Dental

1. Effective September 1, 1984, the Board shall purchase through a carrier licensed by the State of Ohio a UCR dental insurance coverage which meets or exceeds the specifications below for each certified employee and his/her eligible dependents. The full cost of this coverage and any increases thereof shall be paid by the Board.

2. Specifications

a.	Maximum Benefits Per Covered Person	$1,500.00
b.	Deductible – Family	$ 50.00
	– Single	$ 25.00
c.	Orthodontic	$2,000.00

C. Group Life Insurance

1. The Board will assume the entire payment for each certified employee, a thirty thousand dollar ($30,000.00) life insurance policy, plus an equal amount for accidental death and dismemberment coverage. The full cost of this program and any increases thereof shall be paid by the Board.

2. Certified employees may purchase additional life insurance at group rates up to the limit available through the provider.

D. Vision Care

Effective September 1, 1980, the Board shall purchase a UCR Vision Care plan for each certified employee and his/her eligible dependents. The full cost of this plan and any increases thereof shall be paid by the Board.

E. Insurance Committee

Effective October 1 of each year, there shall be formed a joint labor-management committee on insurance. The committee shall be comprised of not more than four (4) members designated by the Association and four (4) members designated by the Board of

Education. This committee shall have the power to procure Requests for Proposals (RFP) and Requests for Qualifications (RFQ). Additionally, this committee shall have the authority to evaluate, collect data, provide insurance education to members, explore insurance options and make recommendations to the parties they represent on changes to the insurance programs offered to employees. The Board of Education or its designee shall ensure all data requested by this committee is provided in a timely and efficient manner.

F. In Lieu of Coverage

1. A teacher who verifies that he/she is covered by his/her spouse or former spouse's family medical, dental and vision insurance may elect to waive his/her coverage while the teacher remains covered by his/her spouse or former spouse and receive a waiver bonus pursuant to the schedule below. No waiver will be available to employees under the single plan or those who are covered by a spouse's family hospitalization insurance where the spouse is another employee of this school district.

1-5 Employees	$2,250
6-10 Employees	$2,750
11 or more Employees	$3,250

2. Such waiver shall be offered at the time of employment and during the commencement of each school year, but no later than October 1. Payment shall be received no later than the end of the current school year. An employee who is no longer covered under another plan shall be immediately placed back on the school district's insurance plan along with his/her dependents providing the employee is able to demonstrate that he/she is no longer eligible under another plan.

3. In the case of death of the teacher electing In Lieu of Coverage, payment shall be included with the final payment to the beneficiary/estate.

ARTICLE XIX. SEVERANCE

A. All certified employees employed by the Pymatuning Valley Board of Education, who elect to retire, shall be paid a lump sum equal to one-fourth (1/4) of the value of the accrued but unused sick leave credit to a maximum of seventy two (72) days.

B. Such payment shall be made within forty-five (45) days of retirement and shall be based upon the employee's daily 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.

C. Any teacher who dies prior to severing employment, who would otherwise have been entitled to such payment, shall be deemed to have severed employment the day preceding their death. Said payments for such accrued sick leave shall then be paid to his/her surviving spouse and/or to his/her estate in the manner provided by law.

D. Payment and Deferral of Severance Pay

1. Notwithstanding anything in this Agreement or Board policy to the contrary, the Board shall adopt the "AIG Valic Tax Deferred 403(b) Annuity Plan for Government Employees" Document (the "AIG Valic 403(b) Plan") with terms that comply with the requirements of this Paragraph, subject to IRS approval.

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

   a. Participation in the AIG Valic 403(b) Plan shall be mandatory for any teacher actively employed on or after September 1, 2004, who would be entitled to severance pay under Section A of this Article and/or retirement incentive pay under Article XXVIII (if applicable), who is or will be age 55 years or older in the calendar year in which the teacher retires, or, in the case of a retired/rehired teacher, resigns.

   b. If a retiring teacher is a participant in the AIG Valic 403(b) Plan, an employer contribution shall be made on his/her behalf under the AIG Valic 403(b) Plan in an amount equal to the total amount of the Participant's severance pay in accordance with Article XXVIII and any retirement incentive pay in accordance with Article XXVIII.

   c. The required contribution to the 403(b) Plan shall be made within the timeframe described in Article XXVIII regarding the payment of severance pay and shall be made within the timeframe described in Article XXVIII regarding the payment of retirement incentive pay; provided, however, that if the amount payable to the AIG Valic 403(b) Plan in the calendar year of retirement would exceed the maximum amount that is permitted under the applicable federal income tax law for that year, the remaining amount shall be contributed to the AIG Valic 403(b) Plan after the first payroll date in January of the next calendar year.

   d. A teacher who is a participant in the AIG Valic 403(b) Plan shall complete a AIG Valic 403(b) Plan sponsor enrollment package prior to retirement; and unless and until a teacher does so, no contribution of severance pay and/or retirement incentive pay shall be made to the AIG Valic 403(b) Plan on behalf of the teacher.

   e. If a teacher is entitled to have a contribution paid to the AIG Valic 403(b) Plan and dies prior to such contribution being paid to the AIG Valic 403(b) Plan, the contribution shall be paid to a Beneficiary of the teacher in accordance with the terms of the AIG Valic 403(b) Plan.

   f. The Plan year of the AIG Valic 403(b) Plan shall be the calendar year.

   g. After adoption of the AIG Valic 403(b) Plan, any administrative fees shall be borne by the AIG Valic 403(b) Plan Participants.

2. Any teacher who is entitled to severance pay and/or retirement incentive pay who is not an eligible participant in the AIG Valic 403(b) Plan will continue to be eligible for any and all severance payments and/or retirement incentive payments in

accordance with Articles XIX and XXVIII. The teacher may elect to defer such payments to a tax-sheltered annuity that is tax qualified under Internal Revenue Code Section 403(b) (a "TSA") as permitted by law and Board policy.

3. All contributions to the AIG Valic 403(b) Plan, all deferrals to a TSA, and all check payments to teachers, shall be subject to reduction for any tax withholding or other withholding that the Treasurer, in his/her sole discretion, determines is required by law. Neither the Board nor the P.V.E.A. guarantees any tax results associated with the AIG Valic 403(b) Plan, deferrals to a TSA or check payments made to a teacher.

E. Employees who are eligible for service retirement at any time after the beginning of a school year and/or who notify the Board before March 1 with written notification of their intent to retire at the end of the school year will receive an additional stipend of one thousand two hundred ($1200) dollars.

ARTICLE XX. GRADUATE PAY

A. Any certified employee desiring to take additional credit and expecting reimbursement from the Board of Education shall have had prior administrative approval from their Principal and Superintendent in writing. Any course required by a college or university for a master's degree in a field relevant to the employee's work for the Board shall be automatically approved.

B. Any certified employee who receives prior approval also agrees and shall teach in the district for one (1) school year following approval and/or reimbursement.

C. A transcript/report card shall be provided as well as proof of payment filed with the Superintendent's office prior to reimbursement.

D. The Board shall set aside twenty nine thousand dollars ($29,000) per year for tuition reimbursement. Teachers shall submit reimbursement requests no later than July 30 for the hours completed between July 1 and June 30. The request shall be accompanied by a copy of the transcript or a grade report showing successful completion of the course. The hourly amount available for reimbursement shall be equally divided amongst the applicants at the end of the year up to the maximum amount allowed per the Payment Schedule. The reimbursement shall be paid to all applicants in the month of August.

E. Payment shall be made immediately following the next regular Board meeting after submission of proof of payment and grade.

F. Failure by any certified employee to follow the above rules and regulations may result in a lack of reimbursement from the Board of Education. If a reimbursed employee resigns before the one year limit, the reimbursement shall be deducted from the employee's final paycheck.

ARTICLE XXI. REDUCTION IN FORCE

In the event that a reduction in the number of teachers becomes necessary due to a decline in student enrollment or a decrease in the total amount of revenues received by the district from

the previous school year, this reduction will be in keeping with the provisions of this Article and Section 3319.17 of the Ohio Revised Code.

A. Procedures

1. Implementation of a RIF Program shall be effective as of April 30.

2. On or before April 1, preceding the date of implementation, the Association President shall be notified by formal statement of the Board's intent to consider a RIF Program.

3. A meeting shall be held between representatives of the Association and the Superintendent to review appropriate data and assess the need of a RIF Program. If the Association feels that the RIF is not justified, they may immediately take the program to expedited arbitration pursuant to the American Arbitration Association rules for expedited arbitration.

B. Procedures for Determining RIF List

1. A reduction in force list will be prepared by applying the following steps until all necessary reductions have been accomplished.

   a. First, teachers who leave the district by reasons of retirement, resignation, or on an approved leave of absence, and

   b. Second, the least senior certified teacher(s) from the position(s) to be abolished in keeping with the certification and seniority list.

2. In the event the layoff of a bargaining unit member should occur, the Superintendent shall use his/her authority to assign and transfer bargaining unit members with proper certification into positions that are or will be open or vacant in order to minimize the number of bargaining unit members that would be displaced.

3. If there are bargaining unit members still without a position, no later than May 15 a displacement meeting shall be held with all affected employees. At this meeting, a bargaining unit member who is without a position will have the right to displace any less senior bargaining unit member whose work he/she is certified/licensed to perform. If it is determined that there are no positions for which a bargaining unit member without a position is qualified, this meeting shall not occur.

4. Certification/licensure, continuing contract status, and system-wide seniority shall be the basis of any RIF Program.

5. A teacher whose contract is suspended as a result of a RIF Program shall be given written notification, by certified mail, that his/her employment will be suspended and the reason for such suspension. This notification shall occur prior to the Board meeting at which the action is taken and no later than twenty (20) days following the displacement meeting if it occurs.

C. Attrition

The number of persons effected by a reduction in force will be kept to a minimum by not employing replacements insofar as practicable for employees who retire or resign or whose limited contracts are non-renewed for reasons other than a reduction in force.

D. Reemployment of Teachers from the RIF List

1. All teachers whose contracts are suspended as a result of a RIF Program shall be placed on a list stating years of continuous service to the district and subject(s) certified to teach.

2. A teacher on the RIF List shall be offered a contract for positions for which certified, as set forth on said RIF List, as positions become available and in keeping with the certification and the seniority provisions of the RIF Policy (inverse order last discharged; first employed).

3. When an opening(s) occurs, the Board shall send a certified letter to all teachers certified/licensed for the position to their last known address to advise them of such position. It is the teacher's responsibility to keep the Board informed of his or her whereabouts. The teacher shall notify within ten (10) days from the date the letter is sent to indicate availability and desire for such position. The Board shall reinstate that teacher indicating availability and desire for such position which has the greatest seniority.

4. Transfers of teachers employed but not affected by the RIF Program shall be limited to positions not affected by said program. If a position(s) initially abolished is reinstated or if a new position(s) is established, this position(s) will be staffed first from the teacher RIF List. Transfers may be made to a position affected by the RIF Program after the position(s) has been offered to all properly certified teachers on the RIF List.

5. No teachers new to the district will be employed until all properly certified/licensed teachers on the RIF List have been offered a contract for the position in accordance with the provisions of this policy.

6. Upon recall, all rights related to salary, fringe benefits, and seniority shall be fully restored.

E. Teachers remaining laid off will be given preferential consideration as substitute teachers.

F. Laid off teachers shall have the right to pay the total premium for group life, hospitalization, and other group insurance benefits for a period not to exceed two (2) years, if approved by carrier.

G. A teacher(s) affected by RIF shall be granted the rights herein stated for a period not to exceed two (2) years.

H. For the term of this contract all teachers will be considered "comparable" for the purpose of implementation of a RIF.

ARTICLE XXII. GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a claim by a teacher based upon an event which affects a condition of employment of a teacher or group of teachers and/or an alleged misinterpretation or misapplication of any of the provisions of this Agreement.

2. An "aggrieved person" is the teacher, teachers having a grievance, or the P.V.E.A.

3. Grievances which do not involve the interpretation or application of specific terms of this agreement may be processed through Level Four, but shall not be arbitrable. The Board and Association agree that the grievance procedure shall be the sole and exclusive remedy for such actions which may form the basis of a grievance and hereby waive the right to pursue any other remedy for such actions.

4. Days: Days shall be workdays, excluding calamity days, except during the summer months when "days" shall be days the Board office is open.

B. Purpose

1. The purpose of the grievance procedure is to secure, at the lowest possible administrative level, proper solutions to grievances. Both parties agree that grievance proceedings shall be kept as informal and confidential as appropriate at all levels of the procedure.

2. Nothing herein shall prohibit any aggrieved person from discussing his/her grievance informally with any member of the administration.

C. Rights of the Grievant and Association

1. The Association shall have the right to be present for the adjustment of any and all grievances. Grievance forms shall be included in this contract as Appendix B. The Association shall supply all grievance forms.

2. The grievant has the right to Association representation at all meetings and hearings involving the grievance.

3. The Association and the grievant have the right to determine whether to proceed to the arbitration step of this procedure.

4. The Association shall receive copies of all communications in the processing of grievances.

D. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level is the maximum. The time limits may only be extended by mutual agreement of the parties. Any grievance not presented or appealed within the time limits shall be waived. If an answer is not given within the time limits the grievance shall automatically advance to the next step.

2. Grievances shall be resolved as follows:

a. Level One

An aggrieved person shall first discuss his/her grievance with his/her principal, by either himself/herself or in the company of the Association school representative, with the objective of resolving the grievance informally. If the Association has representation, the principal has a right to representation.

b. Level Two

If the aggrieved person is not satisfied with the disposition made at Level One or if no disposition is made within five (5) school days after such discussion, the grievance may be filed in writing with the building principal. Such written grievance shall be filed within twenty (20) days of the event or occurrence which gave rise to the grievance. The principal shall, within five (5) school days after receiving the grievance, give the aggrieved person a written answer.

c. Level Three

(1) If the aggrieved person is not satisfied with the disposition made at Level Two, the aggrieved person may, within five (5) school days of Level Two, forward the written grievance to the Superintendent. Upon request, a hearing shall be conducted by the Superintendent within ten (10) days after the receipt of the request. The aggrieved person shall have the right to be accompanied by a P.V.E.A. representative.

(2) The Superintendent will send the aggrieved person a written disposition of the grievance within ten (10) days of the Level Three meeting.

d. Level Four

Mediation (Optional)

If after receiving the answer at Level Three the bargaining unit member remains aggrieved, the Association or Board may, in writing, request that the matter be submitted to mediation with the Federal Mediation and Conciliation Service. This request shall be made within fifteen (15) working days from the receipt of the answer given at Level Three. The parties agree to participate in the mediation of all the issues set forth in the grievance(s) at the first meeting date available to the mediator but not later than thirty (30) days from the filing. If the mediation effort is unsuccessful or is not initiated and the bargaining unit member remains aggrieved, the Association may proceed to Level Five.

e. Level Five

(1) If the aggrieved person and the Association are not satisfied with the disposition made at Level Three or Level Four and the grievance concerns the interpretation or application of a provision of this agreement, the aggrieved person and the Association may, within ten

(10) schooldays of Step Three, notify the Superintendent in writing of its desire to refer the grievance to arbitration.

(2) The arbitrator shall be selected according to the Voluntary Rules and Regulations of the American Arbitration Association. .

(3) The arbitrator so selected shall hold the necessary hearing promptly and issue a decision within such time as may be agreed upon. His decision shall be in writing and shall set forth his findings of fact, reasoning, and conclusions on the issues submitted which shall be final and binding on both parties.

(4) Costs for the services of the arbitrator, including per diem expenses, if any, necessary travel and subsistence expenses, and the hearing room, shall be borne equally by the Board and the P.V.E.A.

The aggrieved person may be represented at all stages of the grievance procedure by any person of his/her own choosing, except that he/she may not be represented by a representative or officer of any teacher organization other than the P.V.E.A. When a teacher is not represented by the P.V.E.A., the P.V.E.A. shall have the right to have its representative present to state its views at all stages of the grievance procedure.

(5) The arbitrator shall have no authority to change, alter, modify, or otherwise amend any of the terms of the collective bargaining agreement.

E. Miscellaneous

1. Meetings and hearings held under this procedure shall be conducted at a mutually agreed to time and place which will afford a fair and reasonable opportunity for all necessary parties to be present to attend.

2. All necessary parties shall be permitted to attend a grievance meeting or arbitration hearing with no loss of pay or benefits.

3. No reprisals or recriminations shall be taken against any employee who files or takes part in a grievance.

4. A grievance may be withdrawn by the Association at any time without prejudice.

ARTICLE XXIII. MANAGEMENT'S RIGHTS

The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Ohio and of the United States, including, but not limited to, the rights identified in Section 4117.08(C) of the Ohio Revised Code. The exercise of the foregoing powers, rights, authority, duties, and responsibilities, the adoption of policies, rules, and regulations and practices in furtherance thereof, and the sole and exclusive exercise of

judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement.

ARTICLE XXIV. TUITION FREE

Children of bargaining unit members shall be permitted to attend Pymatuning Valley schools tuition free. Enrollment of said children must be prior to October 1 of the school year. Ohio residents are encouraged to utilize open enrollment for out-of-district children.

ARTICLE XXV. LABOR MANAGEMENT COMMITTEE

A. The Board and the Association recognize the need for effective communication between the parties. Toward that end, the parties agree to participate in a Labor Management Committee. The flow of communication may not be used to restrict or in any way minimize citizenship rights of employees and the Administration.

B. The parties recognize that FMCS offers training and/or participation in the Labor Management area and may avail themselves of such services upon need.

C. It is understood by both parties that no part of the Master Agreement can be altered or appended through this committee except as expressly permitted by this Agreement.

D. The Board and the Association agree that the Labor Management Committee shall have twelve (12) members, including six (6) from the Association, six (6) from the Administration/Board. Neither party shall control the participants.

E. The Labor Management Committee shall meet a minimum of three (3) times annually. The initial meeting of the year shall take place prior to the end of October.

F. Responsibilities of chairing the meeting and recording and distributing the minutes shall rotate among the members. The Superintendent shall chair the initial meeting.

G. Any teacher, administrator, or Board member shall have the opportunity to submit agenda items.

   Board members and administrators shall submit agenda items to the Superintendent at least two (2) weeks prior to the Labor Management Committee meeting.

   Teachers shall submit agenda items to the Association president at least two weeks prior to the Labor Management Committee meeting.

   All agenda items shall be submitted to the Labor Management Committee Chair at least one (1) week prior to the meeting.

ARTICLE XXVI. SMOKE-FREE BUILDINGS

The Board and the Pymatuning Valley Education Association expressly agree that all buildings owned by the Pymatuning Valley Local Board of Education will be designated SMOKE-FREE

BUILDINGS. As a result, the use of any kind of tobacco, including but not limited to, cigars, pipes, cigarettes, chewing tobacco, snuff, etc., will not be permitted inside any facility owned by the Pymatuning Valley Local Board of Education.

ARTICLE XXVII. INCLUSION

The Board and the Association recognize that State and Federal statutes mandate that the required educational services and educational placement for special education students be determined solely and exclusively by the Individualized Education Plan (IEP). Included in the determination by the IEP Team shall be the least restrictive environment for providing needed and necessary services.

Accordingly, the Board and the Association will work cooperatively in providing services that are in the best interests of the special education students and that will result in fair and responsible distribution of special education students to non-special education teachers.

A. Teachers who have responsibility for the education of a special education student shall be provided the opportunity to participate in the development of the IEP and be present at the IEP meetings.

B. Common planning time is desirable for all teachers involved with a special education student and should be scheduled to the extent it is possible.

C. Teachers shall not be required to perform medical procedures on a student without the individual consent of the teacher.

D. Teachers shall not be required to perform personal hygiene services such as, but not limited to, diapering and toileting.

E. Any student who is classified as SBH/EBH or autistic with an IEP/504 assigned to a regular classroom teacher at least ten (10) hours per week shall be "weighted" on a two-for-one ratio in determining class size maximums at all levels.

F. Any teacher responsible for implementing IEP or 504 accommodations must be notified by the building administrator or designee of the names of those students at least five (5) working days from the placement of said students.

G. Any certificated staff member who has, as part of his or her job responsibility, the writing of an IEP or 504 plan shall be compensated an additional two (2) days salary at their per diem rate.

H. Special education teachers are expected to cooperate with inclusion. Modifications related to inclusion are to be discussed with the administrator of the building.

ARTICLE XXVIII. SALARY

A. Experience Credit

1. A certificated bargaining unit member new to the district may be given, at the discretion of the Board, a maximum of ten (10) years of prior experience provided he/she has the following:

   a. Experience earned in the public schools, and/or

   b. Experience earned in chartered non-public schools located in Ohio and/or

   c. Active military experience; military service must be eight (8) continuous months of service to be recognized as a year of authorized experience.

2. A bargaining unit member employed in a regular or substitute position, for at least one hundred twenty (120) days, shall be credited with one year of experience. The number of hours per day is not to be considered a factor for the one hundred twenty (120) days requirement. Days must be earned within a regular school year ending June 30.

B. Filing of Earned Credit

The Board shall adjust and horizontally move on the salary schedule, a bargaining unit member when:

1. A bargaining unit member attains additional college credits necessary to move to the next salary training classification, and

2. The bargaining unit member submits a copy of the transcript to the office of the Superintendent prior to September 30. The step increase will become retroactive to the beginning of the school year.

C. Definitions of Salary Schedule Columns

B.A.	Bachelor's Degree
B.A. plus 15	Bachelor's Degree and 15 semester hours earned after BA
B.A. plus 30	Bachelor's Degree and 30 semester hours earned after BA
M.A.	Master's Degree
M.A. plus 15	Master's Degree and 15 semester hours earned after MA
M.A. plus 30	Master's Degree and 30 semester hours earned after MA

D. Background Checks

The Board of Education shall reimburse each bargaining unit member the total cost of any Board requested or legally required fingerprint and background check costs. This shall be reimbursed within thirty (30) working days of submission.

E. Non-Salary Schedule Based Compensation

All of the non-salary scheduled based compensation and shall be considered compensation for the purposes of STRS reporting and subject to all other payroll taxes.

- For the 2013-2014 school year

  Each bargaining unit member whose experience step does not result in a salary increase, shall receive a stipend of five hundred dollars ($500) payable by June 30, 2014.

- For the 2014-2015 school year

  Each bargaining unit member who receives a salary increase due to step or column move shall receive a stipend of five hundred dollars ($500) payable the first non-payroll Friday of November 2014.

  Each bargaining unit member whose experience step does not result in a salary increase, shall receive a stipend of one thousand dollars ($1000) payable the first non-payroll Friday of November, 2014.

F. Salary Schedule

PVEA SALARY SCHEDULE

July 1, 2013 - June 30, 2015

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30
0	$31,720	$33,731	$35,174	$36,713	$38,346	$39,786
1	$33,636	$35,111	$36,614	$38,248	$39,980	$41,325
2	$34,917	$36,488	$38,058	$39,786	$41,613	$42,863
3	$36,199	$37,864	$39,498	$41,325	$42,927	$44,465
4	$37,480	$39,244	$40,941	$42,863	$44,881	$46,067
5	$38,825	$40,684	$42,448	$44,465	$46,578	$47,669
6	$40,170	$42,127	$43,951	$46,067	$48,278	$49,271
7	$41,518	$43,567	$45,458	$47,669	$49,975	$50,873
8	$42,863	$45,011	$46,965	$49,271	$51,672	$52,474
9	$44,208	$46,451	$48,468	$50,873	$53,372	$54,076
10	$45,553	$47,894	$49,978	$52,474	$55,069	$55,678
11	$46,898	$49,334	$51,482	$54,076	$56,766	$57,280
12	$48,243	$50,777	$52,985	$55,678	$58,466	$58,882
13	$49,588	$52,217	$54,492	$57,280	$60,163	$61,530
14				$58,882	$61,860	$63,123
20	$50,939	$53,661	$55,998	$60,484	$63,557	$64,709
27				$62,086	$65,254	$66,295

ARTICLE XXIX. SUPPLEMENTAL SALARY SCHEDULE

A. Supplemental contracts will be issued in accordance with ORC 3319.08.

B. An option shall be given to the teacher to receive the supplemental payment as one payment, included in his/her regular paycheck, but taxed separately from his/her regular wages.

C. Supplemental pay for persons who have completed continuous service/ assignment in a supplemental position shall be increased by the scheduled rate of:

2.5% after one (1) year
5.0% after two (2) years
7.5% after three (3) years
10.0% after four (4) years

D. The head coach and assistant coach are permitted a maximum of one (1) professional day (which can be divided between them) and a maximum of three hundred dollars ($300.00) in expenses (which can be divided between them) for coaching clinics per year. OHSAA tournaments do not count as professional development.

E. The Board agrees to reinstate the P.V.E.A. supplemental position of High School Athletic Director (non-athletic coach) at the time of contract ratification, but reserves the right to remove from P.V.E.A. current Agreement the supplemental position of High School Athletic Director at the time the new Athletic Director elects to resign from this position.

POSITION	NO. OF POSITIONS	% OF BASE SALARY	$31,720 2013-2015
HIGH SCHOOL SPORTS			
Athletic Director	1		$7,500
Ticket Manager	1	0.05	$1,586
FOOTBALL			
Head Coach	1	0.2	$6,344
Assistant Coach	3	0.14	$4,441
Assistant Coach	1	0.14	$4,441
OTHER FALL SPORTS			
Cross Country	1	0.2	$6,344
Assistant Coach	1	0.14	$4,441
Golf	1	0.2	$6,344

VOLLEYBALL			
Head Coach	1	0.2	$6,344
Assistant Coach	1	0.14	$4,441
Freshman Coach	1	0.14	$4,441
SOCCER			
Head Coach	1	0.2	$6,344
Assistant Coach	1	0.14	$4,441
BASKETBALL (Boys & Girls)			
Head Coach	1	0.2	$6,344
Assistant and Junior Varsity	1	0.14	$4,441
Freshman Coach	1	0.14	$4,441
WRESTLING			
Head Coach	1	0.2	$6,344
Assistant	1	0.14	$4,441
TRACK (Boys or Girls)			
Head Coach	2	0.2	$6,344
Assistant	2	0.14	$4,441
BASEBALL			
Head Coach	1	0.2	$6,344
Assistant Varsity	1	0.14	$4,441
Assistant and Junior Varsity	1	0.14	$4,441
SOFTBALL			
Head Coach	1	0.2	$6,344
Assistant Varsity	1	0.14	$4,441
Assistant and Junior Varsity	1	0.14	$4,441
WEIGHTLIFTING (per quarter)	1	0.022	$698
CHEERLEADING			
Advisor - All Sports	1	0.2	$6,344
HIGH SCHOOL OTHER:			
Instrumental Music Director	1	0.2	$6,344
Choral Music Director	1	0.1	$3,172

ARTICLE XXX. INDEX

	BA	BA+15	BA+30	MA	MA+15	MA+30
STEP 0	1.0000	1.0634	1.1089	1.1574	1.2089	1.2543
STEP 1	1.0604	1.1069	1.1543	1.2058	1.2604	1.3028
STEP 2	1.1008	1.1503	1.1998	1.2543	1.3119	1.3513
STEP 3	1.1412	1.1937	1.2452	1.3028	1.3533	1.4018
STEP 4	1.1816	1.2372	1.2907	1.3513	1.4149	1.4523
STEP 5	1.2240	1.2826	1.3382	1.4018	1.4684	1.5028
STEP 6	1.2664	1.3281	1.3856	1.4523	1.5220	1.5533
STEP 7	1.3089	1.3735	1.4331	1.5028	1.5755	1.6038
STEP 8	1.3513	1.4190	1.4806	1.5533	1.6290	1.6543
STEP 9	1.3937	1.4644	1.5280	1.6038	1.6826	1.7048
STEP 10	1.4361	1.5099	1.5756	1.6543	1.7361	1.7553
STEP 11	1.4785	1.5553	1.6230	1.7048	1.7896	1.8058
STEP 12	1.5209	1.6008	1.6704	1.7553	1.8432	1.8563
STEP 13	1.5633	1.6462	1.7179	1.8058	1.8967	1.9398
STEP 14				1.8563	1.9502	1.9900
STEP 20	1.6059	1.6917	1.7654	1.9068	2.0037	2.0400
STEP 27				1.9573	2.0572	2.0900

ARTICLE XXXI. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

P.V.E.A. agrees that with the ratification of this contract, the responsibilities and powers of the LPDC shall be vested with the Ashtabula County ESC LPDC Committee. At any time, with thirty (30) days notice, P.V.E.A. retains the right to bring those responsibilities back to a local LPDC, pursuant to the language below.

A. A district-wide Local Professional Development Committee (LPDC) will be established in accordance with Ohio Revised Code. The responsibilities and functioning of this committee shall include, but not limited to the LPDC Bylaws for Operation located in the Pymatuning Valley Local's Professional Development Information Handbook.

B. Adequate release time shall be granted to study requests, to research programs/in-service activities, and to obtain/develop programs for Professional Development Continuing Education units (CEUs). If members of the LPDC determine to conduct some of their meetings/activities outside of the school year and/or school day, each member shall be compensated at the rate of twenty dollars ($20.00) for each hour of LPDC work.

C. The Board shall provide reasonable facilities, supplies, and services to the LPDC.

D. This district-wide LPDC shall be comprised of nine (9) persons, five (5) of whom shall be teachers who shall be elected by the P.V.E.A. bargaining unit via a slate of candidates recommended by the P.V.E.A. and ratified by the President. Teacher membership shall be representative of primary (K-3), middle (4-8), and high (9-12) school levels and/or educational support personnel. The remaining members will be a combination of administrators from the district office and from each building who shall be selected or appointed by the Superintendent.

   1. The roles and terms of office shall consist of the positions and terms stated in Article IV Roles and Terms of Office of the Pymatuning Valley Local's Professional Development Bylaws For Operation.

   2. If any vacancies occur in any of the positions selected by the Association, the Association shall be responsible for selecting teachers to fill the vacancies.

   3. The members of the LPDC will determine the frequency of the meetings, the dates of the meetings, and the time of the meetings.

   4. The members of the LPDC shall function under Robert's rules of Order unless agreed otherwise in whole or in part.

ARTICLE XXXII. ENTRY YEAR PROGRAM

Should the Pymatuning Valley School District choose not to participate in the Ashtabula County ESC Entry Year Program, a mentor teacher/entry year study committee shall be established to develop language with regard to mentorship/entry year benefits as requirements are established. The committee shall include up to four (4) representatives from P.V.E.A. and four (4) representatives from the Board. A memorandum of understanding shall be drawn up by the committee and shall be subject to adoption by the Board and ratification by the P.V.E.A.

ARTICLE XXXIII. SAVINGS PLANS

A. Section 125 Plan ("Cafeteria Plan")

1. The Board shall maintain, a "Cafeteria Plan" that is designed to (a) allow employees who must make employee contributions for health care coverage to elect to do so on a pre-tax basis, and (b) allow employees to elect to participate in the dependent care and medical care flexible spending accounts ("FSAs") described in paragraph 3 below.

2. The Cafeteria Plan will be designed to meet the requirements of Internal Revenue Code ("IRC") Section 125 and applicable regulations. Accordingly, each employee will have an opportunity on an annual basis to enroll in the Cafeteria Plan. The election to participate must be submitted on or before September 15 of each school year and may not be revoked during the current plan year (October 1 through September 30) unless there is a change in the employee's circumstances that, in accordance with IRC Section 125, permits the employee to change his/her election under the plan (e.g., divorce, death of spouse, change in employment status including employment status affecting a spouse or dependent, birth or adoption of a child, a child losing eligibility for coverage, a court order requiring coverage, or other enrollment rights consistent with federal law). If revoked, any account balance will be governed by paragraph 5 below. Details of the Cafeteria Plan will be provided on an annual basis at the time of enrollment and will also be available through the Treasurer's office.

3. Dependent Care FSA

   a. Under the Cafeteria Plan, each employee will be allowed to make a pre-tax "salary reduction" election up to the maximum amount allowable under IRC Section 129 (currently $5000 per year), and receive a corresponding credit under a dependent care FSA. Under the dependent care FSA, reimbursement may be received for dependent care expenses described in IRC Section 129.

   b. The salary reduction and corresponding credits will be made and issued in eighteen (18) equal installments, beginning with the last pay in October.

   c. No employee may be entitled to reimbursement from the dependent care account in excess of the amount credited to the account.

4. Health Care FSA

   a. Under the Cafeteria Plan, each employee will be allowed to make a separate pre-tax "salary reduction" election up to a maximum amount of $2,500 per year, and receive a corresponding credit under a health care FSA. Under the health care FSA, reimbursement may be received for medical expenses (under IRC Section 213) that are not otherwise reimbursable by the health care plans of the Board or of another employer.

   b. The salary reduction shall be made in eighteen (18) equal installments beginning with the last pay in October.

5. Forfeiture of Unused Allocations

To comply with the requirement of IRC Section 125, amounts remaining in either the dependent care or health care FSA will be forfeited pursuant to IRS rules. In the event a employee separates from employment during a plan year with a remaining balance in the FSA account(s), the employee may continue to receive reimbursements from the account(s) through the end of that plan year.

6. Plan Administrator

The Board shall be the administrator of the Cafeteria Plan, but shall delegate administration to a third party administrator not employed by the Board. Any administrative costs associated with a third party administrator will be borne by the Board of Education.

ARTICLE XXXIV. OTES EVALUATION

A. Due Process

1. Teachers who disagree with the evaluation rating shall be allowed to request a different evaluator and such request shall be honored by the District for the following year.

2. A teacher may be entitled to Union representation at any conference held during the evaluation procedure.

B. Personnel Action Requirements

1. The evaluation procedure contained in this agreement shall not be used in any decision concerning the reduction (RIF) for the length of this agreement.

2. At the end of the 2013-14 all bargaining unit members shall considered Skilled for the purpose of decision concerning the reduction (RIF).

C. Evaluation Committee

1. The Association and the Board agree to establish a standing joint Evaluation Development Committee for the purpose of establishing the procedure and process for the evaluation of teachers in the District and to regularly review the effectiveness of the policy, its procedure and processes for the evaluation of teachers in the District.

2. Committee Composition

The committee shall be comprised of up to three (3) Association members appointed by the Association president and up to three (3) members appointed by the Board or its designee. In addition each party may appoint up to one ad hoc non-voting member to assist and/or attend committee meetings.

3. Committee Operation

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

b. One task of the committee shall be to determine those conditions that would likely have an adverse impact on SGMs, such as a threshold number of authorized teacher absences, the acceptance and mentoring of student teachers, changes in teacher assignments, implementation of the Common Core State Standards, etc. The committee shall perform this task over the term of this agreement and shall make recommendations to inform future contract negotiations.

c. The committee shall be authorized to recommend the use of consultant(s) (examples include, but are not limited to, educational consultants, software consultants, credentialing trainers, etc.) as it deems appropriate. The cost, if any, shall be borne by the Board.

D. Committee Authority

1. The Board and the Association shall bargain during regular contract negotiations all elements of the teacher evaluation procedure that are not expressly prohibited subjects of bargaining, and these negotiations must be satisfactorily completed prior to the implementation of the evaluation procedure or prior to any modification or amendment of same. Any agreement that is achieved through said negotiations shall be subject to ratification by both parties.

2. Upon ratification of the negotiated agreement, the Board shall amend its evaluation policy to conform to the terms of this agreement.

3. The scope and responsibility of this committee is to consider any changes or revisions to the evaluation procedure or process, including the evaluation instrument, during the term of this agreement. If the discussion results in a recommendation by the committee to change or revise the evaluation procedure or process, including the evaluation instrument, during the term of the agreement, then said recommendation shall be subject to ratification by the Board and the Association.

4. In the event of legislative action by the Ohio General Assembly that impacts in any way on this topic, the parties to this agreement shall discuss this topic to determine whether adjustments are appropriate during the term of this agreement.

ARTICLE XXXV. DURATION

We the Pymatuning Valley Local Board of Education and the Pymatuning Valley Education Association as a result of the ratification of this Agreement do agree to withdraw from Board policy all previous negotiated agreements.

This Master Agreement sets forth all agreements between the parties and supersedes any and all previously negotiated agreements between the parties. This Master Agreement shall be effective from July 1, 2013 to and including June 30, 2015

FOR THE UNION:		FOR THE EMPLOYER:	
Erin Mesgarou	5-23-14	Dave May	05-27-2014
President, P.V.E.A.	Date	President, Board of Education	Date
Anne M. Siembor	5-23-14	Michael Candela	5/23/14
Chief Spokesperson	Date	Chief Spokesperson	Date
			5/27/14
Association Representative	Date	Board Representative	Date

LISTING OF APPENDICES

APPENDIX A:	Personal Leave Form
	The Board shall provide a personal leave form which is in compliance with this Agreement and attach same as Appendix A.
APPENDIX B-1:	Grievance Form
	As attached.
APPENDIX B-2:	Grievance Decisions
APPENDIX C-1:	Evaluation Form
APPENDIX C-2:	Teacher Observation Log
APPENDIX C-3:	Support Recommendations
APPENDIX D:	Chronic Communicable Disease
APPENDIX E:	Employee Drug Free Policy
APPENDIX F:	Schedule Of Benefits
APPENDIX G:	P.V.E.A. Association Leave Form

APPENDIX A

PYMATUNING VALLEY LOCAL SCHOOLS

PERSONAL LEAVE FORM

CERTIFIED EMPLOYEES

Anyone wishing to make use of the leave must submit a request form completely filled out to the Superintendent as soon as possible. If use of personal leave is unanticipated, the form must be completed the next day upon your return.

Failure to comply with these procedures and completion of forms may result in loss of pay, or suspension.

Article XIII., G. 3.: Falsifying information on sick leave or abuse of the privileges accorded by such leave for personal leave shall be cause for disciplinary action.

Today's Date _____

I, _____ request personal leave

for _____.
Day of the Week Month Date Year

_____
Applicant's Signature

_____
Superintendent's Signature

SUBSTITUTE INFORMATION
TO BE COMPLETED BY PRINCIPAL

___Substitute Needed

___Full Day

___Half Day

_____ Time

___No Substitute Needed

_____
Principal

APPENDIX B-1

GRIEVANCE PROCEDURE FORM

Aggrieved Person, Persons, and/or Association:

_____

_____

Address: _____

Phone: _____

School: _____

Principal: _____

Date Grievance Occurred: _____

Date of Formal Filing: _____

Person or Persons to Whom Grievance is Directed: _____

Initiated on Level: _____

Which Articles in the Contract have been Violated? _____

_____

_____

Describe Violation: _____

_____

_____

Relief Sought: _____

_____

Have you discussed this matter with your immediate supervisor? _____

Grievant's Signature: _____

This form must be completed in its entirety before it will be processed through the grievance procedure. Failure to complete this form will be assessed against the grievant's time.

APPENDIX B-2

GRIEVANCE DECISIONS

LEVEL ONE (INFORMAL DISCUSSION): _____

_____

_____

DATE: _____ SIGNATURE _____
Administrative Representative

SIGNATURE _____
Aggrieved

LEVEL TWO (FORMAL DECISION): _____

_____

_____

DATE: _____ SIGNATURE _____
Administrative Representative

SIGNATURE _____
Aggrieved

LEVEL THREE (FORMAL DECISION): _____

_____

_____

DATE: _____ SIGNATURE _____
Administrative Representative

SIGNATURE _____
Aggrieved

LEVEL FOUR (FORMAL DECISION): _____

_____

_____

DATE: _____ SIGNATURE _____
Administrative Representative

SIGNATURE _____
Aggrieved

Signature of the aggrieved indicates only receipt and not necessarily agreement with the decision of the administrative representative.

APPENDIX C-2 (SAME ON TWO SIDES)

PYMATUNING VALLEY SCHOOLS

TEACHER OBSERVATION LOG

TEACHER'S NAME _____ EVALUATOR'S NAME _____

BUILDING _____ GRADE LEVEL ____ SUBJECT _____ OTHER _____

DATE OF OBSERVATION _____ TIME IN _____ TIME OUT _____

_____ _____

TEACHER'S SIGNATURE DATE EVALUATOR'S SIGNATURE DATE

PYMATUNING VALLEY SCHOOLS

TEACHER OBSERVATION LOG

TEACHER'S NAME _____ EVALUATOR'S NAME _____

BUILDING _____ GRADE LEVEL ____ SUBJECT _____ OTHER _____

DATE OF OBSERVATION _____ TIME IN _____ TIME OUT _____

_____ _____

TEACHER'S SIGNATURE DATE EVALUATOR'S SIGNATURE DATE

APPENDIX C-3

PYMATUNING VALLEY SCHOOLS

SUPPORT RECOMMENDATIONS

JOB CRITERIA NUMBER _____
NEEDED IMPROVEMENT:

MEANS/RESOURCE HELP:

OTHER:

JOB CRITERIA NUMBER _____
NEEDED IMPROVEMENT:

MEANS/RESOURCE HELP:

OTHER:

JOB CRITERIA NUMBER _____
NEEDED IMPROVEMENT:

MEANS/RESOURCE HELP:

OTHER:

JOB CRITERIA NUMBER _____
NEEDED IMPROVEMENT:

MEANS/RESOURCE HELP:

OTHER:

APPENDIX D

CHRONIC COMMUNICABLE DISEASES

1. An employee who has been exposed to or who contracts a chronic communicable disease shall be treated no differently than an employee with any other medical disability. No employee shall be subjected to indiscriminate testing. The Board shall not discharge any employee nor otherwise discriminate against any employee with respect to wages, hours, terms or other conditions of employment on the basis of the fact that such employee has contracted a chronic communicable disease.

2. Reports of Suspected Carriers

   All reports of suspected carriers shall be directed to the Superintendent. All reports of suspected carriers shall be in writing and shall identify the person(s) making the report and shall note the reasons why the reported employee is suspected of being a carrier. If a report is received which does not meet those requirements, it shall not be acted on.

3. Testing Criteria

   a. No employee shall be required to submit to a medical evaluation of his physical or mental condition without determination of just cause for said evaluation. The just cause determination shall be made by a tri-partite panel which shall conduct a due process hearing and render a written determination which shall be final and binding on the parties.

   b. The tri-partite panel shall be comprised of a physician selected by the Board, the employee's personal physician, and an impartial third party who shall be the County Health Commissioner. The County Health Commissioner shall act as chairman of the panel and shall serve as chair to all subsequently convened panels to determine just cause for medical evaluation**Error! Bookmark not defined.**.

   c. The tripartite panel shall conduct a due process hearing to determine whether there is just cause for the medical evaluation of an employee. Within ten (10) calendar days after the conclusion of the due process hearing, the panel shall render a written determination of the rationale to the Superintendent and the employee.

   d. In the event that a health risk becomes apparent and may affect many or all employees, as determined by a physician in the appropriate public health district, the Board, with concurrence of the Association, shall be permitted to bypass the tri-partite panel and immediately provide for the examination and/or immunization of all employees to prevent the spread of the disease. All costs of immunization and/or immunization not covered by employees' insurance coverage shall be borne by the Board.

   e. All costs of the tripartite panel shall be borne by the Board.

4. Medical Evaluation

a. Within ten (10) calendar days after a determination has been rendered substantiating just cause for medical evaluation or if an employee voluntarily submits to a medical evaluation, a medical review team comprised of (a) a physician specializing in the contagious disease in question, (b) a physician from the appropriate public health district, and (c) the physician designated by the Superintendent as the Employer's physician shall be convened by the Superintendent to conduct a medical evaluation of the employee's condition. The medical review team shall provide for the examination of the employee and may obtain, upon written, voluntary authorization of the employee, all relevant and pertinent medical information from the employee's personal physician.

b. The report rendered by the medical review team shall be restricted to an evaluation of the employee's medical condition and shall clearly provide:

(1) Whether or not the employee has been infected with a chronic communicable disease as alleged in the report to the Superintendent. If so, then the medical review team shall determine:

(a) Whether or not the employee's current medical condition imposes a substantial health risk to others in the school environment and the rationale for the finding. In making that determination, the medical review team shall consider:

i. The nature of the risk of the employee's medical condition (how the disease is transmitted);

ii. The duration of the medical condition (how long is the carrier infectious);

iii. The severity of the risk of the medical condition (what is the potential harm to third parties); and

iv. The probability the disease will be transmitted and will cause varying degrees of harm.

(b) Whether or not the employee is otherwise qualified to remain in his/her current job. "Otherwise qualified" means that the employee is able to meet all of the job requirements in spite of the employee's medical condition.

c. All costs of the medical evaluation not covered by the employee's insurance carrier shall be borne by the Employer.

5. Reasonable Accommodation

a. Within ten (10) days of receipt of a medical evaluation report indicating that an employee's current medical condition imposes a substantial health risk to others in the school environment or prevents the employee from performing all of the employee's job requirements, the Superintendent shall provide written notification to

the employee specifying what action the Board shall take to reasonably accommodate the employee's disabling condition.

b. Any attempt to reasonably accommodate the employee's disabling condition shall not violate the existing contract. If the proposed accommodation would violate the contract the Board shall meet with appropriate representatives of the Association to negotiate a reasonable accommodation.

c. Any dispute regarding whether the Board has made a reasonable accommodation or whether the proposed accommodation is in compliance with the contract shall be subject to expedited final and binding arbitration.

6. Elimination of Health Risk

a. Whenever an employee's health is at risk due to possible exposure to a communicable disease, the Board shall take the measures necessary to eliminate the health risk. The Board's actions shall be in compliance with this article of the Contract.

b. If elimination of the health risk requires an employee to be immunized, all costs of the immunization not covered by the employee's insurance carrier shall be borne by the Employer.

c. If elimination of the health risk requires the implementation of a temporary or permanent removal of an employee with a chronic communicable disease, the Board shall comply with the provisions of this Contract and ORC 3319.13.

7. Disability Retirement

Subsequent to the determination that temporary or permanent removal of a disabled employee is justified, the Board shall support the employee's application for disability retirement, if the employee elects to make such application.

8. Confidentiality

All reports of suspected carriers, all aspects of the due process hearing to determine probable cause for medical evaluation, and all aspects of the medical evaluation shall be treated as "highly confidential". Any report received or rendered during these procedures shall be released only to the Superintendent and the employee. Any discussion of a report by the Board shall be conducted in executive session.

9. Education

a. The Board shall implement education programs for all school employees and students regarding chronic communicable diseases and their transmission. The purpose of such programs shall be to reduce irrational fears regarding the diseases and their transmission within the school environment.

b. The Board shall make available in each building materials necessary for the handling of blood and bodily wastes.

APPENDIX E

EMPLOYEE DRUG FREE POLICY

It is the policy of Pymatuning Valley Local Board of Education to maintain a drug and alcohol-free work place in full compliance with all applicable federal, state and local laws.

A. Prohibited Conduct

No employee of the Pymatuning Valley School District shall unlawfully manufacture, distribute, dispense, possess or use any illicit substances or use alcohol (as defined by federal and state law) during work hours on Pymatuning Valley premises or at any activity or function sponsored by the Pymatuning Valley School District. Premises include vehicles owned by or being driven on behalf of Pymatuning Valley Schools, as well as parking lots, playgrounds and other property owned by Pymatuning Valley Schools.

B. Drug-Related Criminal Conviction

Employees convicted of violating any local, state or federal criminal drug statute, where the violation occurred during work hours, or on Pymatuning Valley Schools' premises, must report the conviction to the Superintendent within five (5) working days of the conviction.

C. Penalties

Violations of this policy may be subject to disciplinary action. A disciplinary action may include the use of an appropriate program. Employees accused of being in violation of this provision shall be afforded due process. Any action against an employee for drug related offenses must be in accordance with the terms of the Master Agreement and the applicable law.

D. Rehabilitation

Where this policy has been violated, the employee may elect to seek rehabilitation or any appropriate program to help with the identified violation. This may be in lieu of a penalty.

E. Chemical Dependency Program

Employees will be provided with the following information:

1. A copy of this policy.
2. Information on resources and employee benefits available to employees for assistance in dealing with chemical dependency problems.
3. Publications containing articles and information on the dangers of chemical substance abuse and rehabilitation.
4. In-service.

F. Confidentiality

Any information related to illicit substance abuse or dependency shall be a part of the employee's medical record and shall be considered to be confidential.

APPENDIX F

Medical/Rx Plan	Network	Non-Network
Deductible	$0	Single $250 Family $500
Out-of-Pocket Maximum[1]	N/A	Single $1500 Family $3000
Physician/Office Services[2]		
Office/Home visit (injury/illness)	$10 co-payment, then 100%	70% co-insurance
Voluntary Second Surgical Opinion	$10 co-payment, then 100%	70% co-insurance
All Immunizations	$10 co-payment, then 100%	70% co-insurance
Diabetic Exam	$10 co-payment, then 100%	70% co-insurance
Allergy Testing	$10 co-payment, then 100%	70% co-insurance
Allergy injections[3]	$10 co-payment, then 100%	70% co-insurance
Office Surgeries[4]	$10 co-payment, then 100%	70% co-insurance
Mental Health Services including drug/alcohol treatment	$10 co-payment, then 100%	70% co-insurance
Preventative Services[4]		
Office/Home visits (Routine, Physical, Preventative)	$10 co-payment, then 100%	70% co-insurance
Well Child Care Office Visits (to age 9)	$10 co-payment, then 100%	70% co-insurance
Well Child Care Laboratory Tests (to age 9)	$10 co-payment, then 100%	70% co-insurance
Pelvic Exams	$10 co-payment, then 100%	70% co-insurance
Pap Tests	$10 co-payment, then 100%	70% co-insurance
PSA tests	$10 co-payment, then 100%	70% co-insurance
Mammograms	$10 co-payment, then 100%	70% co-insurance
Routine Lab, X-ray, Medical Tests and Endoscopic Procedures and related services	Covered at 100%	70% co-insurance
Routine Hearing Examinations	$10 co-payment, then 100%	70% co-insurance

[1] Out-of-pocket maximum includes deductibles
[2] No requirement to obtain referral for specialists
[3] $0 co-payment shall apply if no office visit is necessary
[4] No requirement to obtain referral for specialists

APPENDIX F

Outpatient Services		
Diagnostic Lab, X-ray, Medical Tests and Endoscopic Procedures and related services	Covered at 100%	70% co-insurance
Surgical Services[5]	$10 co-payment, then 100%	70% co-insurance
Chiropractic Services (limited to 24 per benefit period)	$10 co-payment, then 100 %	70% co-insurance
Occupational Therapy, Speech Therapy, Physical Therapy, Cardiac Therapy, Pulmonary Therapy	$10 co-payment, then 100%	70% co-insurance
Mental Health Services including drug/alcohol treatment	$10 co-payment, then 100%	70% co-insurance
Radiation Therapy/Chemotherapy	Covered at 100%	70% co-insurance
Inpatient Services		
Surgical Services[4]	Covered at 100%	70% co-insurance
Inpatient Hospital Stay[6]	Covered at 100%	70% co-insurance
Physician Visit (limited to one per day)	Covered at 10 %	70% co-insurance
Skilled Nursing Facility (limited to 90 days per benefit period	Covered at 100%	70% co-insurance
Pre-admission testing	Covered at 100%	70% co-insurance
Occupational Therapy, Speech Therapy, Physical Therapy, Cardiac Therapy, Pulmonary Therapy	Covered at 100%	70% co-insurance
Other Services (including inpatient Rx medication)	Covered at 100%	70% co-insurance
Additional Services		
Abortions	Covered at 100%	70% co-insurance
Sterilizations	Cove ed at 100%	70% co-insurance
Emergency Room Care[7]	$50 co-payment, then 100%	70% co-insurance
Urgent Care Facility	$20 co-payment, then 100%	70% co-insurance
Ambulance (including air transport)	Covered at 100%	Covered at 100%

[5] Including anesthesia and other medically necessary services
[6] Including mental health and drug/alcohol treatment
[7] Co-payment shall be waived if admitted

APPENDIX F

Durable Medical Equipment	$10 co-payment, then 100%	70% co-insurance
Orthotic Devices	$10 co-payment, then 100%	70% co-insurance
Organ Transplants[8]	Covered at 100%	70% co-insurance
Hospice (limited to 180 days per benefit period)	Covered at 100%	70% co-insurance
Private Duty Nursing	Covered at 100%	70% co-insurance
Prosthetic Limbs and/or Devices	Covered at 100%	70% co-insurance
Infertility Treatment[9]	Covered at 100%	70% co-insurance
Hearing Aids (including fitting and related equipment	Covered at 100%	70% co-insurance
All other medically necessary services	Covered at 100%	70% co-insurance

[8] Including acquisition, harvest, storage, delivery, implantation and patient travel expenses

[9] Plan will cover all testing and procedures connected to diagnosing and treating infertility as long as those tests and procedures are not specifically related to the preparation and actual fertilization process.

APPENDIX F

Retail Prescription Medication[10]		
Generic	$10	$10
Brand Name	$20	$20
Mail Order Prescription Medication[11]		
Generic	$15	N/A
Brand Name	$25	N/A
A maintenance drug, at a specific dosage rate, may be filled three (3) times per calendar year at a network pharmacy at the rate noted above. When a maintenance drug is filled at a network pharmacy four (4) or more times during the calendar year, the patient will be charged $30 for generic and $50 for legend drugs with a thirty (30) day supply. This provision shall not apply to drugs unavailable by mail order, diabetic insulin and other drugs which may arrive via mail in an unusable condition due to temperature restrictions or special handling requirements.		

Plan Requirements/Limitations/Etc.	
Benefit Period	January 1 – December 31
Dependent Age Limit	26, removed at end of month
Lifetime Benefit	Unlimited
Pre-Existing Conditions Waiting Period	None—not subject to any waiting period

[10] Limited to a 30 day supply and includes diabetic and asthma prescribed items and supplies and shall not be subject to step therapy

[11] 90 day supply and includes diabetic and asthma prescribed items and supplies shall not be subject to step therapy

APPENDIX F

Benefit	Frequency *(Based on service year)*	Copayment	Coverage from a VSP doctor
Eye Care Wellness – Regular exams are essential for protecting your visual wellness.			
Exam	12 months	$0	Covered in full.
Prescription Eyewear			
Lenses	12 months	$0 (applied to lenses & frames)	Single vision, lined bifocal and lined trifocal lenses are covered in full.
Frame	24 months		VSP fully covers a wide selection of frames.
Contact Lenses This allowance is applied toward both your contact lens exam and your contact lenses. Your plan includes a 15 percent discount off the cost of your contact lens exam (fitting & evaluation) when obtained from a VSP doctor.	12 months	None	Covered up to $105 allowance.

APPENDIX F

Options PPO/Covered Dental Services	Non-Orthodontics		Orthodontics	
	Network	Non-Network	Network	Non-Network
Individual Annual Calendar year Deductible	$25	$25	$25	$25
Family Annual Calendar Year Deductible	$50	$50	$50	$50
Maximum *(the sum of all Network and Non-Network benefits will not exceed annual maximum)*	$1500 per person per Calendar Year	$1500 per person per Calendar Year	$2000 per person per Lifetime	$2000 per person per Lifetime
New enrollee's waiting period:				
Annual deductible applies to preventive and diagnostic services	No (In Network)	No (Out Network)		
Annual deductible applies to orthodontic services	Yes			
Orthodontic eligibility requirement	Adult & Child			

Covered Services'	Network Plan Pays	Non-Network Plan Pays	Benefit Guidelines
Diagnostic Services			
Periodic Oral Evaluation	100%	100%	Limited to 2 times per consecutive 12 months.
Radiographs	100%	100%	Bite-wing: Limited to 1 series of films per Calendar Year. Complete/Pancrex: Limited to 1 time per consecutive 36 months.
Lab and Other diagnostic Tests	100%	100%	
Preventive Services			
Prophylaxis (Cleanings)	100%	100%	Limited to 2 times per consecutive 12 months
Fluoride Treatment (Preventive)	100%	100%	Limited to Covered Persons under the age of 16 years, and limited to 2 times per consecutive 12 months.
Sealants	100%	100%	Limited to Covered Persons under the age of 16 years and once per first or second permanent molar every consecutive 36 months.
Space Maintainers	100%	100%	For covered Persons under the age of 16 years, limited to 1 per consecutive 60 months.
Basic Services			
Restorations (Amalgams or Composite)	80%	80%	Multiple restorations on one surface will be treated as a single filling.
General Services (incl.	80%	80%	Palliative Treatment: covered as a

Emergency Treatment)			separate benefit only if no other service was done during the visit other than X-rays. General Anesthesia: When clinically necessary.
Simple Extractions	80%	80%	Limited to 1 time per tooth per lifetime.
Oral Surgery (includes surgical extractions)	80%	80%	
Periodontics	80%	80%	Perio Surgery: Limited to 1 quadrant or site per consecutive 36 months per surgical area. Scaling and Root Planing: Limited to 1 time per quadrant per consecutive 24 months. Periodontal Maintenance: Limited to 2 times per consecutive 12 months following active and adjunctive periodontal therapy, exclusive of gross debridement.
Endodontics	80%	80%	
Major Services			
Inlays/Onlays/Crowns	80%	80%	Limited to 1 time per tooth per consecutive 60 months.
Dentures and other Removable Prosthetics	80%	80%	Full Denture/Partial Denture: Limited to 1 per consecutive 60 months. No additional allowances for precision or semi-precision attachments.
Fixed Partial Dentures (Bridges)	80%	80%	Once per tooth per consecutive 60 months.
Orthodontic Services			
Diagnose or correct misalignment of the teeth or bite	60%	60%	Course of treatment is typically 24 months, with the initial payment at banding of 20% and remaining payment spread over the course of the treatment.

Prenatal Dental Care and Oral Cancer Screening programs are covered under this plan.

APPENDIX G

P.V.E.A. ASSOCIATION LEAVE FORM

_____ will be absent on
P.V.E.A. Member Name

_____ for the purpose of conducting Association
Date of Absence

business in accordance with Article XIII, Section F.

_____ A substitute will be needed for one-half day.

_____ A substitutewill be needed for a full day.

_____ _____
P.V.E.A. President Date

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