NEGOTIATED AGREEMENT

BETWEEN THE

YELLOW SPRINGS EXEMPTED VILLAGE SCHOOL DISTRICT
BOARD OF EDUCATION

AND THE

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES/AFSCME/AFL-CIO

AND ITS CHAPTER #644

AUGUST 1, 2019 - JULY 31, 2022
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ARTICLE I - RECOGNITION

1.01 The Yellow Springs Exempted Village Board of Education, hereinafter referred to as the "Board," recognizes the Ohio Association of Public School Employees, AFSCME/AFL-CIO, Chapter 644, hereinafter referred to as the "Association," as the sole and exclusive bargaining representative for those non-teaching personnel included in the unit for bargaining as set forth in the paragraph below. The term "employee" when used hereinafter shall refer to all employees represented by the Association. The term "Board," when used hereinafter shall refer to the Board of Education of the Yellow Springs Exempted Village Schools.

1.02 The following non-teacher personnel who hold valid contracts with the Yellow Springs Schools comprise this bargaining unit: Lunchroom workers, Aides, Cooks, Instructional Aides, Special Education Aides, 9/10 month Secretaries, Day Custodians, Night Custodians, Indoor/Outdoor Maintenance, 10/12 month Secretaries, Administrative Assistants, Bus Drivers, Head Maintenance Person, and other non-teaching positions established by the Board; but excluding per diem substitutes and supervisory personnel, instructional aide (computer assisted instruction), central office personnel, and new positions established pursuant to 5.02.

1.03 Nothing herein is intended to prohibit the right of free communications between the Board or its representatives and the personnel included in the bargaining unit.

ARTICLE II - RIGHTS OF THE BOARD

2.01 It is expressly agreed that the Board reserves unto itself, without limitation, all responsibilities, powers, rights, duties and authority vested by law and the Constitutions of Ohio and the United States. Such rights reserved to the Board shall include by way of partial illustration the right to:

A. Manage and control its business, its equipment, and its operations.

B. Continue its rights, policies and practices of assignment and direction of its personnel and scheduling.

C. The right to direct the working forces, including the right to hire, promote, discipline, transfer, discharge for just cause and determine the size of the work force.

D. Determine the services, supplies and equipment necessary to continue its operations.

E. Adopt reasonable rules and regulations.

F. Determine the qualifications of employees, including health conditions, with the cost of required medical examinations at the expense of the Board.

G. Determine overall goals and objectives as well as the policies affecting the educational program.
H. Determine the administrative organization, its functions and authority.

**ARTICLE III - ASSOCIATION RIGHTS**

3.01 The Board hereby agrees that every employee shall have the right freely to join, not join, maintain or terminate his/her membership in the Association for the purpose of engaging in collective bargaining or negotiations. The Board agrees that it will not directly or indirectly discourage, deprive, or coerce any employee in the enjoyment of this right, or any other rights conferred by laws of Ohio or the Constitutions of Ohio and the United States.

3.02 Nothing contained herein shall be construed to restrict or to deny any employee rights he / she may have under any law.

3.03 Association activities will in no way interfere with the performance of employee duties.

3.04 Right to Information
   A. The Board agrees to provide the Association with such public information as it is available concerning the financial resources of the District with respect to wages, hours, and other terms and conditions of employment. The Association agrees that requests for such information will be made in writing through its president or designee and that such requests will be made sufficiently in advance of their needs so that the Board will have reasonable time to prepare and/or assemble the data. Original records shall be examined only at the office where they are kept.
   B. The President of the Union shall be notified of all official Board meetings at the same time as members of the Board and supplied with an agenda of such meetings.

3.05 The provisions of the Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, sexual orientation, or membership in, or association with, the activities of any employee organization.

3.06 The Board will grant elected OAPSE Representatives/designees up to a maximum of twenty-four (24) working hours of leave annually for attendance at the annual Ohio Association of Public School Employees Delegate Conference. Requests for such leave will be given to the building principal two weeks in advance and approved by the Superintendent prior to the meeting.

3.07 Association Security and Dues Checkoff:
   A. The Board agrees to deduct from, or check off on, the wages of employees for the payment of dues to the Association upon presentation of a written authorization individually executed by an employee.
   B. Dues will be deducted from the paychecks in nine (9) equal installments, as
agreed to by the Treasurer and the Association. Authorization for Association dues shall continue to be in effect until such time as an employee requests, in writing, to the Board's Treasurer and the State Association's Treasurer. To withdraw from deductions, a request must be made during the ten (10) day period from August 22 through August 31 of each year.

C. The Association agrees to indemnify and save the Board harmless against any and all claims that may arise out of, or by reason of, action taken by the Board in reliance upon any authorization for dues deductions submitted by the Association.

D. Dues shall be forwarded to the State Association with notices of names, addresses and amounts.

D. The amount of dues to be deducted may be changed upon presentation of a new authorization signed by the employee.

3.08 Orientation

A. The president or designee of the Union shall be permitted to speak with new employees for a period of no more than thirty (30) minutes to discuss Union Membership and benefits. This meeting shall take place on paid time, in private, and on the new employees' first day of work or at the next most reasonable opportunity. Dates and times shall be worked out with their supervisor and in no case will the Board pay additional time to facilitate such meetings.

ARTICLE IV - EMPLOYEE RIGHTS

4.01 Posting of Positions

A. Notification of all vacancies shall be emailed to all members of the Association, posted at each of the school buildings during the school year, and at the Board office during the summer months, whether a new position or an established position, for a minimum of five (5) working days. A specific place in each building shall be designated by the school officials.

B. Employees desiring the position shall submit their application to the Superintendent within five (5) working days.

4.02 Seniority

A. Seniority shall be defined as length of employment by the employee in a particular job classification as computed from the employee's most recent date of entry into such job classification as determined by the date and time of acceptance of position. Job classification shall correspond with the job classifications set forth in 5.01. When a position is moved to another classification, the employee holding that position maintains his/her seniority held in the previous classification.

B. Breaks in continuous service due to Board approved medical leaves shall not
constitute a break in continuous service, and shall not cause an adjustment in the initial date of employment of the employee for the purpose of seniority and seniority-based benefits. Any other leaves shall constitute a break in continuous service and shall cause an adjustment in the initial date of employment of the employee. It is understood that an employee who is rehired or reinstated has a new effective date of employment for the purpose of seniority and seniority determined benefits.

C. An employee who applies for and accepts a position in a new classification accrues seniority in that classification from the date of his/her letter of acceptance to the Superintendent and maintains district seniority in his/her previous classification. If the position that the employee holds is eliminated, the employee retains the seniority earned in the previous classification for bumping purposes providing the employee is capable of doing the work in the position and agrees to successfully complete any training determined by the Superintendent.

D. Seniority will be considered in assignment to open positions but is no guarantee of placement.

4.03 Layoff and Recall

A. In the event that layoffs become necessary, the employee with the least seniority in the classification(s) determined to be affected by layoff, shall be laid off first. Notice of layoff will either be delivered personally or through the mail to the affected employee’s residence a minimum of 14 calendar days in advance. When employees are to be recalled in a classification for which a layoff was necessary; the first to be recalled shall be the employee in that classification who was last laid off, provided that such employee recalled is capable of doing the work in the position available.

B. Laid off employees shall have recall rights for a period of one (1) complete year from the date of layoff, or for a period equal to their length of service with the Employer, whichever period is shorter. An employee with recall rights shall respond within ten (10) working days from the posting of written notice of recall and accept the position offered. If the laid off employee does not accept the position, he/she will forfeit all future recall rights.

C. For the purpose of this section, classifications shall be those indicated in 5.01.

D. No bargaining unit classification or position shall be filled by any person not a member of the bargaining unit while any member of the bargaining unit is laid off pursuant to this Article.

E. Any employee affected by such a reduction, whether directly or indirectly, shall be granted bumping rights. Notice of the right to bump shall be provided to the affected employee following the action of the Board. The employee must notify the Superintendent in writing of his/her intention to bump within seven (7) calendar days of documented notification. An employee may bump
another employee with less system seniority provided such employee is capable of competently performing the work in the new position as determined by the administration.

F. Vacancies which occur during the period of reduction in force shall be offered to those employees working through the Job Posting Procedure. Vacancies which remain following this Procedure shall be filled by recall in accordance with paragraph A of this article. The employee shall be notified by certified mail addressed to the employee’s last known address.

4.04 Evaluation

A. Each employee shall be evaluated annually by his/her immediate supervisor. Such evaluation shall take place during the last two full months of the school year.

B. Each employee shall, after the completion of the evaluation, be provided with a copy of said evaluation and shall have the right to attach a response to his/her evaluation. The evaluation, and any statement attached by an employee, shall be made a part of the employee’s permanent personnel record.

C. The purpose of evaluations are to assess employees’ work performance and to assist them to overcome deficiencies. Deficiencies related to work quality will be written out and a specific idea and/or suggestion will be offered to the employee to correct/overcome deficiencies.

Any area rated below satisfactory shall list suggestions or recommendations for improvement.

D. Supervisors will communicate in a timely manner with an employee when work quality is not acceptable. Supervisors will assist employees in the improvement of work quality.

4.05 Discipline and Discharge

A. Employees may not be terminated or disciplined except for just cause. Termination and discipline shall be subject to the Grievance Procedure.

B. The Union recognizes the Administration’s right to discipline Employees for just and proper cause. Generally, discipline will be progressive in nature; however, some offenses, due to their seriousness, may warrant a suspension or termination for the first offense.

C. Employees are entitled to Union representation at any disciplinary hearing. No Employee will be disciplined without having an opportunity to a hearing with the Superintendent or his/her designee. The employee may waive the hearing in writing. Notice of the hearing will be given to the local Union President and the Employee at least two (2) week days prior to the day of the scheduled hearing. Hearing date may be rescheduled up to two week days later upon request by either party. The employee will receive a letter notifying
him/her of the hearing date and contain the allegations against the employee.

**ARTICLE V- EMPLOYEE CLASSIFICATIONS AND WORK YEAR**

5.01 **Employee Classifications**
   
   A. Employee Classifications shall be as follows:
   
   Classification I: Lunchroom Workers

   Classification II: Aides, Cooks

   Classification III: Instructional Aides, Special Education Aides, 9/10 month Secretaries

   Classification IV: Day Custodians, Night Custodians, Indoor/Outdoor Maintenance

   Classification V: 10/12 Month Secretaries

   Classification VI: Administrative Assistants

   Classification VII: Bus Drivers

   Classification VIII: Head Maintenance

5.02 **Additional Positions**

   The Board may establish additional positions and set the duties and compensation. New supervisory and semi-administrative positions may be excluded from the bargaining unit at the Board's discretion.

5.03 **Employee Work Year**

   A. Bus drivers will work all student days for the number of hours per day contracted. When assignment to inter-district routes, other than field trips, shall cause more annual days to be worked by inter-district drivers than by intra-district drivers, additional compensation will be given.

   B. Paraprofessionals, a, , and instructional aides, will work all student days and will work 2 days before the student school year unless it affects Memorial Day as a paid holiday. Then they will work 1 day before and 1 day after the student school year, for the number of hours per day as contracted.

   C. Cooks will work all student days, and two (2) days before and one (1) day after.

   D. Secretaries shall work as specified in the employee's contract.

   E. Custodians will work eight (8) hours per day for fifty-two (52) weeks (lunch time not included). Part-time custodians will work the days and hours
contracted.

F. Employees authorized in advance by their supervisor or administrator to work additional hours or days to meet operational requirements will be paid for all days and hours worked.

G. All pay adjustments will be based on the hourly and daily rate, and the number of days contracted.

H. Salary Schedule (classification VII)
   1. Salary Schedule VII (A) shall include bus drivers with two before-school and two after-school routes with a minimum of two (2) hours to be paid for each shift (a.m. or p.m.)

   2. Salary Schedule VII (B) shall include two before-school and two after-school routes, and one noontime route. Mid-day Pre-school route shall be paid a minimum of one (1) hour and thirty (30) minutes.

   3. The Board shall register and pay drivers who attend the summer Advanced Bus Drivers workshop. The Board shall receive a copy of the certificate after completion of each workshop.

In no event shall the placement of a bus driver on the salary schedule result in a driver receiving less pay than would result from payment for the number of hours worked times the appropriate hourly rate. When such a computation would result in an increase in total pay, such adjustment shall be made.

5.04 Placement on the Salary Scale
New employees hired after the effective date of this Agreement may receive placement up to Step 7 for verified comparable prior experience, as approved by the Board.

5.05 Anniversary Date
A. The anniversary date for step increases of all employees will be August 1.

B. The first year of service will be determined by the number of days worked. If ninety (90) or more days are worked in the first year of service, one year's credit will be given on the salary schedule; if eighty-nine (89) or fewer days are worked, service credit will not begin until the following August 1.

C. Movement on the salary schedule will be based upon the completion of the number of continuous service years required within each payroll classification.
   1. If continuous service in any specific job classification is interrupted for any reasons other than (a) approved leaves of absence, or (b) layoffs not exceeding one (1) year, the employee will lose all service credit on the salary schedule upon return to employment.

   2. Movement from one job classification to a higher one will be made by
returning to Step 1 on the higher schedule, or to the step where the first raise in salary will occur, whichever is higher.

3. Movement from a higher to a lower classification will be made to the comparable step in the lower classification the employee would have held had he/she remained in the lower classification.

4. Continuous service, for purpose of salary schedule placement, shall not be considered interrupted service if the employee absence is due to approved medical leave as permitted by Ohio Revised Code 3319.13.

ARTICLE VI - JOB DESCRIPTIONS

6.01 Job Descriptions
A. A job description listing the requirements of the position shall be given to all employees, as soon as possible, prior to the commencement of employment. Changes shall be given to the affected employees in writing as soon as possible.

B. Job descriptions will be revised/developed with input of bargaining unit members.

When duties are assigned under “and other as directed”, the duties shall be in accordance with the qualifications of that position.

6.02 Maintenance Work
Custodial personnel are required to conduct normal checking of the building and equipment, making minor adjustments, painting, replacing light bulbs and tubes, and repairing or replacing simple items such as pencil sharpeners, soap and towel dispensers.

Custodial personnel who are required to perform maintenance work that is beyond normal checking, minor adjustment or replacement of light bulbs, tubes or other easily replaced devices shall be additionally compensated for such work. Compensation shall be governed as below:

A. Maintenance work which qualifies:
   1. Permanent or semi-permanent building structure changes or repair, such as doors, windows, walls, ceilings and roof. (Not to include any normal cleaning routine.)
   2. Repair or installation of plumbing or electrical devices or wiring. (Not to include normal replacement of light bulbs or tubes.)
   3. Repair or replacement of heating devices or controls. (Not to include normal checking or minor adjustments that custodians in their respective buildings are capable of.)
B. Duration of the work:
It is intended that the above are to be used as guidelines to identify specific maintenance work for which custodial personnel may seek approval of an increased pay rate. This section is not intended to apply to work of short duration that is a part of an efficient custodial routine. Work which qualifies should be of 2-hours or more duration, performed at normal working speed.

C. Approval and acceptance of work:
Approval in advance, except in cases of emergency, shall be given by the Superintendent or Principal.

When work has been approved at an increased rate, qualifications, timeliness and building seniority shall be considered. When qualified and able to perform the work approved as needed, the senior custodian in each building shall be offered the work. If refused, the work shall be offered to next senior custodians in each building or to other District custodians at the District's option.

D. Additional compensation for maintenance work:
1. Performing maintenance work - custodial pay rate plus $1.00 per hour.
2. Assisting in performing maintenance work - custodial pay rate plus $.50 per hour.

There shall be a guaranteed minimum of two (2) hours pay for any personnel called in after normal working hours until 11:59 p.m. For situations requiring OAPSE performed work between the hours of 12:00 a.m. and 4:00 a.m., a minimum of three (3) hours pay will be provided.

The District will sub-contract work to private firms when it is deemed that such work is beyond the capacity of on-staff personnel or considered as an emergency situation. (As a matter of clarification, it should be understood that the District has no intention of supplanting the weekly hours of regular employees with contracted services.)

6.03 Administrative Assistant
The secretary to the building principal with more than three (3) years experience in the Yellow Springs schools will be eligible for the designation "Administrative Assistant." Such persons will be qualified for such a designation if an "Administrative Assistant" position is available for which the employee is selected. Additional pay in paragraph two (2) of this subsection refers to the rate of pay for individuals who have been promoted to positions labeled "Administrative Assistant."

An Administrative Assistant is a secretarial employee who has developed sufficient job knowledge to be able to assist in routine administrative duties. Such employees shall routinely perform work that requires knowledge of the decision-making parameters of an area of Administrative responsibility.

An administrative assistant shall be eligible for an additional pay factor of 10% times the employee's placement in either Classification III or V for placement on salary
Eligibility for designation as an Administrative Assistant shall be upon the submission of evidence of the performance of duties as above requested to the building principal whose recommendation to the Superintendent is required. The principal's recommendation is subject to the approval of the Superintendent and the Board.

Exceptions for early approval must be submitted by the Superintendent to the Board but in no case less than two (2) years from commencement of employment.

6.04 Transportation

A. Commercial Driver's License

If the employer determines it necessary, it will provide training to those employees who are in jeopardy of failing their commercial driver's license exam. The employer will make every reasonable effort to schedule the training during normal working hours. If the training does occur during normal working hours, employees shall be permitted time off to participate in the training. The training shall be at the employer's expense.

In the event an employee is unable to pass the commercial driver's license exam, the employer will place the employee on an unpaid leave of absence to a maximum of one (1) year. Time spent on this leave of absence shall not count for seniority purposes.

All initial license fees will be paid by the employer. Should the Driver resign from the District within two (2) years following his/her passage of the CDL requirements, said Driver shall reimburse the Board for all initial costs incurred in regard to the obtaining of the license. Such reimbursement shall be via payroll deduction from the employee's final paycheck. All employees will be granted time off with pay to take the knowledge test and driving test if required.

B. Additional Days (Bus Drivers)

Additional days assigned to inter-district drivers beyond those assigned to intra-district drivers, shall be compensated a minimum of 1 hr. for the A.M. route and/or 1 hr. minimum for the P.M. route or actual hours whichever is greater.

Extra day compensation must be requested by time sheet. Rates shall be at the normal per hour, unless section 7.08 applies.

C. Field Trips

To the extent possible, bus drivers must complete all (AM and PM) regularly scheduled routes before field trips and activity trips can be accepted. Variations must be approved by the transportation coordinator.

Regular full-time bus drivers shall be given the opportunity to either accept or reject field trips taken on a school bus before they are offered to substitute drivers.
Drivers for all non-regular route trips shall be paid at their VII-A step rate. If it is more economical for the District to pay for a driver to stay overnight at a destination rather than making a return trip to retrieve students, the District will pay for all regular route hours missed plus all drive hours for the trip and reimburse all meals and lodging expenses.

D. Cancellation of Field Trip
If a driver arrives at a departure location for a field trip which has been canceled, the driver may be paid no less than two (2) hours pay for such show-up.

**ARTICLE VII - EMPLOYEE COMPENSATION**

7.01 **Contract Information**
All contracts shall stipulate the hourly rate, hours per day or week, total days or weeks or months, number of paid holidays, and number of days of annual vacation and annual salaries.

7.02 **Contracted Work Hours**
A. Deviation from contracted work hours shall be adjusted during the next pay period, or as soon thereafter as possible, with increases for approved additional hours or deductions for hours under the contracted work hours.

B. Transportation – Bus Routes
Each route will be guaranteed a minimum of 4 hours for a.m. and p.m. time frame. Route time will be paid in 15 minute increments.

Route times will be estimated in August prior to the start of school. Route times will be evaluated during the first few weeks of school and will be established by the fourth week of school or September 20th, whichever is sooner. Adjustments will be made and set route times established for the year by the 1st pay of October.

All drivers shall receive thirty (30) minutes per day for pre-trip, inspection, clean-up, paperwork, and other required matters.

The District reserves the right to make adjustments to individual routes throughout the school year according to the needs of the District.

7.03 **Pay Periods**
There will be twenty-four (24) pay periods for all employees on the 5th and 20th day of each month. If the pay dates fall on a weekend and/or holiday, payment will be issued on the first previous business day before the weekend and/or holiday.

7.04 **Salary Schedule**
Salaries of employees covered by this Agreement are set forth in Appendix B-1, attached to and incorporated as part of this Agreement.
7.05 **Direct Deposit**
All payroll checks will be direct deposited. In the event that the payday falls on a holiday (i.e. Christmas), the electronic transfer shall take place the workday prior to the holiday. A minimum notification period of two (2) weeks for any changes must be submitted to the Treasurer’s office. The required documentation is a completed authorization agreement for automatic deposit with an attached canceled check, deposit slip or statement copy so that the transit routing number, which identifies a specific financial institution, can be verified.

7.06 **Professional Growth program**

A. Employees may elect to participate in a professional growth program of additional study by obtaining advance approval of the Superintendent who will base approval on 1. congruence with the parameters of the employee’s job description and/or 2. within the context of an approved long-range professional development plan approved by the Superintendent.

B. **Tuition/Professional Development Reimbursement**
The district is committed to allocate a maximum of $3000 for tuition/professional development per year. $1,500 will be allocated for the summer/fall term and $1,500 shall be allocated for the winter/spring term. A letter of intent must be filled out by the employee no later than May 1 for courses in the summer/fall terms and December 1 for courses in the winter/spring term.

1. Employees with 1 or 2 years employment with the district will be reimbursed $120 per credit hour, or $120 per nine (9) hours of formal training, to a maximum of $1,200. Courses must be completed with a grade of C or better.

2. Employees with 3 or more years of employment with the district will be reimbursed $120 per credit hour, or $120 per nine (9) hours of formal training, to a maximum of $1500. Courses must be completed with a grade of C or better.

3. Employees with 1 or 2 years of employment with the district will be reimbursed to a maximum of $1,200 for approved professional development programs.

4. Employees with 3 or more years of employment with the district will be reimbursed to a maximum of $1500 for approved professional development.

C. Compensation will be paid within 30 days upon proof of satisfactory completion (a grade of C or better or its equivalent) and documentation of the cost of the approved course. Such proof must be submitted no later than
October 1 of the following year following the application.

7.07 **Service Credit**
Employees hired before August 1, 2002 shall be granted a one-year additional service credit for pay purposes for the next semester following for each 3-hours of college credit or 27 clock hours of formal training completed outside the contracted work day, with a maximum of two (2) additional steps per year, provided that the course(s) contributes to the improvement of job skills and is approved in advance by the Superintendent. Course completion must be verified by report card, transcript or official notification at least 30 days prior to the beginning of a new semester. Employees hired after August 1, 2002 shall be granted a one-year additional service credit for pay purposes for the next semester following for each 6-hours of college credit or 54 clock hours of formal training completed outside the contracted work day, with a maximum of one (1) additional step per year, provided that the course(s) contributes to the improvement of job skills and is approved in advance by the Superintendent. Course completion must be verified by report card, transcript or official notification at least 30 days prior to the beginning of a new semester.

7.08 **Internal Substitutes**
Substitutes shall be paid at the hourly rate of Step 1 of the classification for which they are substituting. Substitute bus drivers shall be paid based on an average of 3.5 hours per day for 185 days, the rate for substitute drivers shall be calculated as identical to the hourly rate for drivers at Classification VII-A, Step 1.

7.09 **Overtime**
All hours worked over forty (40) in one (1) week (a week is Monday through Sunday), shall be compensated at one and one-half (1.5) times the contracted hourly rate. All hours over 40 on Sunday shall be compensated at double time. All hours on holidays shall be compensated at double time regardless of the number of hours worked during the week. All overtime and holiday time must be approved in advance by the building principal and/or superintendent.

Professional development time and/or extra work associated with required training, IEP meetings, or conferences requiring attendance in addition to the scheduled work hours, will be scheduled in conjunction with the Building Principal at the beginning of each school year and as needed during the year with as much advance notice as possible to be given. The extra time shall have prior approval by the Supervisor and will be submitted on a time sheet on an hourly basis.

7.10 **Extra Duties (Aides)**
When a teacher is absent from school and has not been replaced by another certified person, educational aides and Special Education Aides who are required to introduce new skills shall receive an additional two (2) hours pay for each day or major part thereof for which such duties are required.

7.11 **Mileage Reimbursement**
An employee who is required, as part of his assignment, to use his own vehicle for
transportation in order to perform regularly assigned duties, shall be reimbursed at the IRS rate per mile effective January 1 of the pertinent school year. Mileage will be computed on the basis of actual miles logged and reported each month.

7.12 People’s Deduction
The employer agrees to deduct from the wages of any member of the Union a voluntary contribution to PEOPLE as provided in a written authorization during an enrollment period beginning August 15 and ending September 15. This is a 12 month annual deduction that can only be ended during the open enrollment period.

7.13 District and/or Building Meetings
If employees are specifically approached and asked to attend district and/or building meetings by a supervisor or request to attend and receive approval for pay from their supervisor, they will be paid for the time they attend meetings outside of their normal work schedule.

7.14 Severance Pay
An employee who retires after ten (10) years of active service in the district may, at the date of retirement (defined as being retired based on active service and the filing and approval of an application for retirement by the Ohio School Employee’s Retirement System), apply to be paid for accrued but unused sick leave credits on the basis of the following formula:

A. Twenty-five percent (25%) of actual accumulated sick leave days (maximum accumulation as stated in 9.01 A.) up to a maximum of seventy-five (75) days.
Per diem rate shall be calculated by dividing yearly salary at retirement by the number of days in the employee’s work year.

Payment shall be made within ninety (90) days after the employee’s final paycheck, unless the employee and the Board agree to another method of payment acceptable to both parties. Payment shall eliminate all sick leave credits accrued by the employee.

Severance pay under this provision shall also be paid when a regular classified employee dies while employed by the Board if the employee has been with the district for ten (10) years or more. Payment shall be made in accordance with R.C. 2113.04.

7.15 Paraprofessional Service Outside the contract Day
A. When a paraprofessional is needed to work with a student outside of the regular work day, the board will compensate the paraprofessional according to the following schedule

1. $100 per night for overnight work, if needed as an attendant during the overnight hours.
2. Applicable hourly rates, including overtime where applicable, from 7:00 am to 10:00 pm.
ARTICLE VIII - FRINGE BENEFITS

8.01 Group Insurance Plans
   A. The Board will make available to employees a group health insurance plan, including prescription coverage, a group dental insurance plan, and a vision insurance plan. The Board will pay eighty-five percent (85%) of the premium. The group insurance plans, the details of which are attached hereto as Appendix C-1 will be subject to the other terms of this Agreement and insurance carrier regulations.

   The Board will offer employees the choice of a PPO Plan or a High Deductible Health Plan (“HDHP”) with a Health Savings Account (“HSA”) (Option 1). For the 2019-2020 Plan Year, the Board will fund the HSA for the HDHP as follows:

<table>
<thead>
<tr>
<th></th>
<th>Single</th>
<th>EE+Kids</th>
<th>Family</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$645.00</td>
<td>N/A</td>
<td>$1,671.00</td>
</tr>
</tbody>
</table>

   *Employees plus kids (EE+Kids) option is not available with the Health Savings Account (HSA) Plan.

   B. The Board’s insurance contributions shall begin in September and continue through August, for full-year employees who have worked 120 or more days during the school year.

   C. The Board and OAPSE have a mutual interest in maintaining the lowest possible costs for health care coverage, with each sharing in costs as described in this Section. The parties will form a Standing Insurance Committee comprised of stakeholders in the school community. The purpose of the Committee is to review and analyze available insurance coverages so that acceptable benefit levels can be made available to employees at a reasonable cost.

   The Committee will consist of eight (8) members:
   - Superintendent, Treasurer and the Treasurer’s Assistant
   - One-two (1-2) members appointed by the Board of Education
   - Two (2) members appointed by the Association
   - Two (2) members appointed by OAPSE

   The Committee will meet two (2) times in the final year of the contract. The Committee can agree to convene at any time during the life of the Agreement for reasons such as: mandated insurance change(s), informational update, or other reasons as stated and agreed upon by both parties. The Committee may invite consultants and vendors to provide information to the Committee for its consideration. The Committee will be prepared to make recommendations to
the bargaining teams, especially on how to best achieve a balance between cost and coverage.

The Committee shall use a collaborative approach in considering health insurance issues and shall reach all decisions on the basis of reaching a consensus. Goals and purpose of the committee shall be to:

Obtain a thorough knowledge of insurance programs, benefits and options; and

Educate the membership, administration and Board on insurance issues.

The Board will not unilaterally change benefit levels. If a health insurance carrier changes benefit levels, the Board will not be required to self-insure any benefit which a carrier reduces or eliminates. The effects of changes in coverage will be bargained with OAPSE prior to the changes taking effect.

When committee meetings are scheduled during an employee’s work day the Board shall provide a sub for that committee member if possible.

D. The Board shall make an annual payment of $3,000 (for EE+Kids and Family Plans) and $1,500 (for single plans) to any unit member who: (a) is taking the Board’s health insurance as of August 1, 2019; or (b) any new hires on or after August 1, 2019 who plan to take health insurance through the Board; and the individuals identified in (a) and (b) obtain coverage elsewhere (other than the Healthcare Exchange). Those who drop their coverage pursuant to this section shall be required to remain off the Board’s health plan for the remainder of the term of this Master Agreement, unless they experience a qualifying event that necessitates resuming Board-provided coverage. If coverage is dropped for less than twelve (12) months due to a qualifying event, then the opt-out payment will be based on the number of whole months during the insurance plan year for which coverage was dropped. Further, the employee waives his/her right to receive any HSA contributions made during the period in which the employee did not take insurance through the Board. This opt-out waiver shall be offered in the context of Section 125 of the Internal Revenue Code and all rules pertaining to it.

The Board shall make one-half payments of the health insurance opt-outs mentioned above during the second pays in January and July. This opt-out payment shall not be available to employees who drop Board-provided insurance coverage in order to be covered by an insurance plan carried by a spouse or other family member who is also employed by the Board. The health insurance opt-out payments stated in this Article shall expire at the end
of this Agreement, and shall not continue into any successor Master Agreement unless the parties mutually agree to do so.

8.02 Life Insurance
A. The Board will provide, without cost to the employee a group term life insurance policy in the amount of Sixty Thousand Dollars ($60,000.00) also double indemnity in case of accidental death. Employees hired after August 1, 2008 who work less than 20 hrs. per week will receive a thirty thousand ($30,000) dollar paid group life insurance benefit.

B. The Board's life insurance contribution shall begin in September of each year and continue for twelve (12) full months for employees who have worked 120 or more days during the school year.

8.03 Conditions
A. Board health and life insurance contributions will begin at the beginning of the month, following the employment of persons employed after the beginning of second semester.

B. Board fringe benefit payments will be stopped at the end of the month in which any employee's employment is terminated.

C. Any employee covered under another group health insurance plan will not be insured under 8.01 above.

D. Part-time employees shall receive prorated health, dental and prescription insurance as follows (for employees hired after June 1, 1990):

<table>
<thead>
<tr>
<th>Hours per Week Contracted</th>
<th>Life insurance only</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 15</td>
<td>Life insurance only</td>
</tr>
<tr>
<td>More than 15, less than 20</td>
<td>Life insurance and single subscriber basic health and major medical, with the option to purchase family coverage or employee+kid(s)</td>
</tr>
<tr>
<td>20 or more</td>
<td>Life insurance plus employee optional single subscriber, family coverage, or employee+kid(s)</td>
</tr>
</tbody>
</table>

E. Board employees who are married shall only have the following options in medical insurance coverage:
   1. each shall be covered by separate single medical coverage, or
   2. both shall be covered by only family medical coverage.

However, in no event will two Board employees who are married be covered
by two separate family medical coverage.

ARTICLE IX - EMPLOYEE LEAVE

9.01 Sick Leave/Bereavement Leave
A. All non-teaching employees shall be entitled to one and one-fourth (1.25) days of sick leave per calendar month pursuant to Ohio Revised Code 3319.141. Unused sick leave (no more than 300 days) shall be cumulative.

Sick leave usage may be taken in units of not less than one-fourth (1/4) the employee’s normal work day rounded to the next one (1) hour unit to a maximum of the number of hours the employee is scheduled to work on the day off work, except for bus drivers who are contracted to drive morning, mid-day and afternoon runs may take sick leave in units of one-third (1/3) of the contracted day.

B. Sick Leave Incentive
An attendance incentive will be paid out to all bargaining unit members who have perfect attendance. The perfect attendance award will be calculated twice annually for the time periods as follows:

- August 1-January 30
- February 1-July 31

For the purpose of this incentive, perfect attendance will be defined as the use of zero sick days during the time periods with which attendance will be calculated. Sick days taken for bereavement leave (as defined in 9.01D) will not be calculated as sick days for the purpose of this incentive.

At the end of each attendance period, the Board will place all bargaining unit members who have achieved perfect attendance into a pool for the award. The semi-annual award will be calculated according to the following formula:

\[
(3 \text{ year avg. sick leave for period} - \text{current period sick leave}) \times 0.8 \times 70 \div \text{number of bargaining unit members with perfect attendance (for the specified period)} = \text{Total sick leave payout per award recipient}
\]

Sick leave incentive will be awarded within 30 days of the end of each attendance period. If the sick days used in any period are more than the 3-year average for that period, there will be no incentive payout for that period.

C. Sick Leave Bank
In the event that the Association and Board agree by mutual agreement that a bargaining unit member who has a serious medical condition deserves additional sick leave, bargaining unit members can directly contribute unused, accumulated sick leave to the ill, disabled or injured member. However, the total maximum sick leave contributed to the employee from all the other employees shall not exceed sixty (60) days and will be deducted from the contributing employee’s accumulated sick leave. Application of this provision shall be on a case by case basis and its application shall not establish a precedent.
1. In the event of a catastrophic illness or medical event, all bargaining unit members shall have access to the S.L.B. Employees may contribute days voluntarily but these days shall not be refundable. If on October 1st of each year the S.L.B. has fallen below 15 days then all bargaining unit members will contribute 1 day each.

2. A Usage Control Board of review consisting of two (2) classified employees appointed by the Association and one (1) administration employee appointed by the Superintendent shall be established to deal with the administration of the S.L.B.

3. Original requests are limited to no more than 15 days. Subsequent requests must be approved by a majority of the usage control board to a maximum of 45 additional days. A grant will be considered only after the classified employee has used all of his/her accumulated sick leave days, all possible advances of sick leave days, and is not eligible for disability leave under the Ohio School Employees Retirement system.

4. Determinations of applying these and any other policies and guidelines shall be made by the three (3) member sick leave Usage Control Board whose decision shall be final and not subject to the grievance procedure contained in this agreement.

5. After repaying all district advanced sick days the member who borrows days from the Sick Leave Bank will repay 1.25 days of the borrowed days each quarter on/from the last paycheck of the month of that quarter.

D. Bereavement

1. Leave up to a maximum of five (5) days, when required, not charged to sick leave, will be granted in case of death in the immediate family. Immediate family shall include the member's spouse or life partner, children, grandchildren, parents or foster parents, parents-in-law, brothers, sisters, and any other person for whose financial or physical care he or she is principally responsible. Additional days may be granted by the Superintendent; however, these days must be used as sick leave.

2. One (1) day of leave, not charged to sick leave, may be granted for funerals for persons other than those in the immediate family. One (1) additional day not charged to sick leave, may be granted for funerals held more than 250 miles from Yellow Springs. Additional days may be granted by the Superintendent; however, these days must be used as sick leave.

3. Sick leave bank days cannot be used for bereavement leave.
E. Parental Leave

Parental leave shall be considered authorized sick leave. Parental leave shall be granted to employees to care for a newborn child, a newly adopted child, or a child for whom the adoptive agency requires full-time parental care. Parental leave shall be requested by written notice to the Superintendent. Notice shall be submitted thirty (30) days prior to the anticipated leave date or to the best of the employee's ability. An employee returning from parental leave within the same school year shall have reinstatement rights to the same job assignment.

The birthing parent may take up to six (6) consecutive calendar weeks of parental leave immediately following the birth of her child. The Board recognizes that the granting of parental leave does not preclude a birthing parent from use of otherwise authorized sick leave. After such accumulated sick leave has been exhausted, however, this leave shall be considered a leave without regular pay. All benefits due to the employee under her most recent employment status shall be paid. It is the responsibility of the employee to pay her share of benefit costs on a monthly basis.

Non-Birthing parents may take up to four (4) consecutive calendar weeks of parental leave immediately following the birth or adoption of his or her child.

9.02 Holidays

The following days shall be paid holidays when they fall within the employee's contracted work year: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, Martin Luther King Day and President's Day (when schools are closed).

Twelve-month employees shall receive additional paid holidays as follows: Day after Thanksgiving - full day, Christmas Eve Day and New Year's Eve Day by noon or at the discretion of the building principal.

9.03 Personal Leave

A. Each employee will be credited with three (3) non-cumulative personal leave days per year. The Superintendent may approve one (1) additional day upon request.

B. Personal leave of employees hired after the beginning of the school year shall be prorated at one and one-half (1-1/2) days for each half-year or fraction thereof to be served.

C. Personal leave shall be used for personal matters which cannot be handled except during school hours. Employee will complete a request using the electronic leave system.

D. Personal leave will only be granted if a suitable substitute can be found. Personal leave must be requested a minimum of (5) five work days prior to the day requested except in the case of an emergency.
E. Excused absences without personal leave deduction may be authorized by the superintendent for community service.

F. If the employee should voluntarily terminate his or her services before the end of the school year, excess personal leave shall be deducted from adjusted final pay on the basis of one and one-half day for each half-year or fraction thereof not served.

G. Beginning the 1990-91 school year, bargaining unit members may begin accumulating unused personal leave days for purposes of severance pay only. Upon retirement from the Yellow Springs School District, bargaining unit members shall receive $70.00 for each accumulated day of personal leave. Accumulation of unused personal leave for this purpose ceased on July 31, 2013 due to the addition of 9.03H. Any previously accumulated days will still be paid in accordance with this section.

H. Beginning with the 2013-14 school year, bargaining unit members will be paid for unused personal leave days no later than the end of the summer following each school year.

<table>
<thead>
<tr>
<th>Personal Days Used</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>$245.00</td>
</tr>
<tr>
<td>.01-.50</td>
<td>$201.25</td>
</tr>
<tr>
<td>.51-1.00</td>
<td>$157.50</td>
</tr>
<tr>
<td>1.01-1.50</td>
<td>$113.75</td>
</tr>
<tr>
<td>1.51-2.00</td>
<td>$70.00</td>
</tr>
</tbody>
</table>

9.04 Vacations
A. Vacations for 12-month employees shall be as follows:

<table>
<thead>
<tr>
<th>Years of Service Completed</th>
<th>Weeks of Vacation</th>
</tr>
</thead>
<tbody>
<tr>
<td>First through Fifth</td>
<td>2</td>
</tr>
<tr>
<td>Sixth through Fourteenth</td>
<td>3</td>
</tr>
<tr>
<td>Fifteenth through Twenty-Fourth</td>
<td>4</td>
</tr>
<tr>
<td>Twenty-Fifth or More</td>
<td>5</td>
</tr>
</tbody>
</table>

B. After August 1, 2005 the maximum vacation leave accumulation will be 25 days.

9.05 Assault Leave
Any case of employment-related assault and/or battery upon an employee shall be reported as soon as possible to is or her principal. If, in the judgment of the employee or the principal, the assault is sufficiently severe, the police shall be notified. If asked by the employee, the Board shall advise and assist the employee in handling the incident with law enforcement authorities. The employee shall receive time off with full pay and at no loss of any accumulated leave for time spent in judicial proceedings related to the investigation and prosecution of the incident.

Any employee who is assaulted while in the performance of his/her duty, on or off school premises before, during, or after school hours or any employee who is assaulted while attending a school or district sponsored activity shall be granted up to ten (10) days of leave without a doctor’s or psychologist’s recommendation.

Assault leave of up to ninety (90) days shall be granted if, in the opinion of a doctor or psychologist, the employee is physically or mentally unable to perform his or her duties. The evaluation of the doctor or psychologist must be submitted within the first ten (10) days of leave if leave beyond ten (10) days will be requested. The Board agrees to assist the employee, if requested, in securing the assistance of an appropriate health care professional for the purpose of evaluating the physical or mental state of the employee relative to his or her ability to perform his or her duties. The Board also reserves the right to have a Board appointed practitioner examine the employee. Where a disagreement exists between the employee’s and Board’s practitioner, a third opinion will be provided by a mutually agreed upon practitioner at the Board’s expense.

Employees on assault leave shall receive full pay and benefits. Such leave shall not be deducted from the employee’s accumulated sick leave.

The superintendent shall grant additional days, up to a maximum of thirty (30) days, upon receipt of an evaluation from a doctor or psychologist stating that the conditions supporting the initial granting of assault leave continue to exist.

The Board agrees to pay any employee who is assaulted while in the performance of his/her duty or while in attendance at a school or district sponsored activity all expenses not covered by an employee’s insurance for medical expenses, counseling expenses, or repair expenses incurred through assault on an employee or vandalism of an employee’s property.

If, upon exhaustion of assault leave, the employee remains unable to perform his/her contracted duties, he/she may pursue other options:

1. Sick leave
2. Other leaves (as applicable)
3. Workers’ compensation (if eligible)
4. Disability retirement

9.06 Jury Duty
An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty during his or her regularly assigned work day, per the
Ohio Revised Code. The Board shall pay for any scheduled work time the employee is required to perform jury duty. The employee shall give the Superintendent or his/her designee as much advanced written notice of the jury duty as possible. All jury duty pay received shall be signed over to the Board of Education.

An employee must return to work while on jury duty if the employee is released from any day or days of jury duty.

9.07 Leave Without Pay
All employees may request no more than five (5) days of leave without pay for important personal matters if they have given one (1) week’s notice to the Superintendent. The Superintendent may grant days in excess of five (5) or waive the one (1) week requirement, provided a substitute who has a contract for that particular classification can be arranged or the absence of the employee will not disrupt the operation of the school.

9.08 Leave of Absence
All leaves of absence shall be in accordance with the Ohio Revised Code.

9.09 Calamity Days
A. In the event of calamity resulting in less than one hundred and seventy-five (175) days for students, the Board will adjust the school calendar to meet minimum requirements for days in session. When the Superintendent closes the schools and other buildings to all employees, ORC 3319.081 (G) provides that they will be paid for all regular hours of work lost when such school or building in which they are employed is closed.

B. On a calamity day, all custodians earning vacation days and/or working 12 month contracts shall report to work as scheduled. On a calamity day, custodians performing snow and/or ice removal and/or maintenance of removal shall be compensated additionally at the rate of one half (1/2) times their regular hourly rate for hours actually worked. Employees who are not on 12 month contracts and/or earn vacation days, if required to work, will be contacted via phone by his/her immediate supervisor and informed as to whether he/she should report to work. If the employee does not report for the normal work day as required, the employee must take a personal or vacation day.

C. Non-custodial employees required to work on a calamity day and in fact working shall be compensated additionally at the rate of one half (1/2) times their regular hourly rate for hours actually worked.

D. Non-custodial employees who are not called by their immediate supervisor but choose to report to work will not receive additional compensation.

**ARTICLE X - GRIEVANCE PROCEDURE**

A claim by an employee that there has been a violation, misinterpretation or misapplication
of any provision of the Agreement may be processed as a grievance as hereinafter provided.

The number of days indicated at each step of the Grievance Procedure are work days, should be considered as maximum, and every effort should be made to expedite the grievance process. Any time limit may be extended by mutual consent.

The failure of an aggrieved person to proceed from one step of the Grievance Procedure to the next step within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance.

The failure of an administrator or supervisor to communicate his or her decision to the employee within the specified time limits shall permit the employee to proceed to the next step in the Grievance Procedure.

In the handling and processing of a grievance, the following procedure shall apply:

10.01 **Step One**
Within ten (10) working days of the date a grievance occurs, the employee shall discuss the grievance with his/her immediate administrator or supervisor individually, or together with his/her Association representative with the objective of resolving the matter informally. Within ten (10) working days after discussion of the grievance, the administrator or supervisor or designee shall give his or her disposition orally to the employee.

10.02 **Step Two**
If the grievance is not resolved informally, the employee shall, within ten (10) working days of receipt of the administrator's or supervisor's disposition, submit to the administrator or supervisor, a signed written "Statement of Grievance" contained in Appendix D. The "Statement of Grievance" shall name the employee involved, shall state the facts giving rise to the grievance, shall identify all the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the employee with respect to these provisions, shall indicate the relief requested, and shall be signed by the employee involved.

The administrator/supervisor/designee shall give the employee an answer in writing no later than ten (10) working days after the receipt of the written grievance.

10.03 **Step Three**
If the grievance remains unresolved at the conclusion of Step Two, it may be submitted to the Superintendent within ten (10) working days after the date of the decision under Step Two.

The Superintendent shall meet with the aggrieved employee and the employee's administrator or supervisor within ten (10) working days following receipt of the grievance. An Association representative may be present at the employee's request.
The Superintendent will prepare a written answer within ten (10) working days after such meeting.

10.04 Step Four
If the grievance remains unresolved at the conclusion of Step Three, it may be appealed to mediation within ten (10) working days of the receipt of the decision under Step Three. Such appeal shall be directed to the Superintendent, who will contact the Federal Mediation and Conciliation Service. The mediator will help both parties reach a resolution to the grievance. If no resolution is reached, either party may proceed to arbitration.

10.05 Step Five
If the grievance remains unresolved at the conclusion of Step Four, it may be appealed to arbitration within ten (10) working days of the receipt of the decision under Step Four. Such appeal shall be directed to the Superintendent.

A request for a list of arbitrators may be sent to either the Federal Mediation and Conciliation Service or the American Arbitration Association. The arbitrator shall conduct a hearing on the grievance and shall report his/her decision to the grievant, the Association and the Board.

The decision of the arbitrator shall be final and binding on the parties. Each party shall pay one-half (1/2) of the total cost of the arbitration.

10.06 Miscellaneous
A. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its responsibilities subject to the final decision of the grievance.

B. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.

C. All documents, communications, or records dealing with a grievance shall be filed separately from the personnel file of the participants.

D. The form "Statement of Grievance" found in Appendix D will be the form used in the grievance procedure.

E. Access shall be made available to records of all information used in the determination and processing of the grievance.

F. No grievance shall be filed for or by any employee after the effective date of his/her resignation.

G. Any grievance filed during the life of this Agreement shall be processed through the steps of this procedure regardless of whether such time required may go beyond the expiration date of this document.
H. Two or more grievances on the same subject may be handled by the Board as one grievance. When such a situation occurs, the Association shall be notified and the answer directed to the Association.

I. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall not be processed.

ARTICLE XI - NEGOTIATIONS

11.01 General
Attainment of objectives of the educational program of the District requires mutual understanding and cooperation between the Board and the Association. However, the Board reserves the sole right to determine the educational objectives of the District. Free and open exchange of views is desirable and necessary, with all parties participating in deliberations leading to the determinations of matters of mutual concern. The Board and the Association subscribe to the principles that differences shall be resolved by negotiation without interruption of the school program.

11.02 "Good Faith" Bargaining
"Good Faith" involves coming to the negotiation table with the intention of negotiating, not of dogmatically pursuing the preconceived stands. Good Faith requires both parties to recognize negotiations as a shared process and a problem-solving effort.

11.03 Procedures
A. Submission of Issues
Negotiations shall be opened between May 1 and June 1. Requests in writing for negotiation meetings from the Association will be made directly to the Superintendent. Requests from the Board will be made in writing to the President of the Association. Requests for meetings shall contain a description of the items for negotiation.

Within ten (10) days of receipt of the request, a mutually convenient meeting time and place shall be established, with said meeting taking place within 20 days after the request has been submitted, unless both parties agree to an extension of time.

An agenda shall be established at the first meeting. No new items shall be added unless mutually agreed upon.

Meetings shall be scheduled to interfere the least with school schedules. Summary minutes shall be the responsibility of each party as separate records.

11.04 Negotiations Committees
Each committee may have a designated chairman. Membership of each negotiations committee shall be limited to no more than five regular members.

11.05 Consultants
The parties may call upon consultants, limited to one for each party at any one meeting, to assist in all negotiations. Consultants may interchange with members of the team as may be desired by each team. Each team is privileged to call upon its consultant to present its case.

11.06 Progress Reports
With the approval of both parties, periodic progress reports may be issued. It is understood that proceedings at the negotiation table shall be kept within the committees until reports for release are mutually agreed upon. The reports shall then be set forth in writing and signed by the chairman of both committees prior to release.

11.07 Exchange of Information
The Board and Superintendent agree to furnish the Association negotiation committee, upon request, within seven days, all available information, regularly and routinely prepared, concerning financial resources of the District. The Association shall furnish all available information on its proposals to the Board's negotiating team to support the development of sound programs for the School District.

11.08 Association Assurance
The elected President or his or her representative shall first fulfill his/her duties to his/her employer as determined by the Board before performing whatever duties he/she might assume as the Association representative.

11.09 Agreement and Disagreement
A. Agreement
During negotiations, when an item is agreed upon, it shall be initialed by negotiation committee members, but agreement is not binding until all items are agreed upon.

When total agreement is reached, it shall be reduced to writing, signed by the negotiation teams, and submitted to the Association for ratification and the Board for adoption. If approved, in accordance with the provisions of this Article, the agreement shall be signed by representatives of both parties and shall become a part of the official minutes of the Board.

B. Disagreement
Either party shall have the authority to declare negotiations at an impasse. When such a declaration is made, the services of the Federal Mediation and Conciliation Service shall be utilized in an effort to reach an agreement.

C. Upon expiration of the contract, after the parties have been at impasse for at least thirty (30) days and settlement has not been reached. OAPSE will have the right to strike upon filing of the statutory required ten (10) day notice and the Board shall have the right to declare “ultimate impasse” and implement its
last offer.

11.10 Negotiable Items
Wages/hours, working conditions and fringe benefits shall be negotiated in conformance with the procedures outlined above.

ARTICLE XII - MISCELLANEOUS PROVISIONS

This Agreement shall supersede any rules, policies, regulations, or practices or agreement of the Board which shall be contrary to, or inconsistent with its terms. The provisions of this Agreement are a master contract which cannot be modified by subsequent policy statements of the Board.

This Agreement shall be exclusively between the Board and the Association and not dependent upon approval of any other organization.

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

13.01 This Agreement incorporates the Agreement reached by the parties on all issues which were subjects of negotiation. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in writing as an amendment to this Agreement.

13.02 The Agreement shall be in effect for three (3) years upon ratification by both parties and shall continue until July 31, 2022. Salary and benefits only reopener in 2020-21.

13.03 Salary
A 2.0% salary increase for the 2019-20 school year with a revised salary schedule and 1 step increase

13.04 Benefits
As reflected in appendix.

YELLOW SPRINGS BOARD OF EDUCATION

By: ________________________________     By: ________________________________
     Date                               Date

By: ________________________________     By: ________________________________
     Date                               Date

By: ________________________________     By: ________________________________
     Date                               Date

By: ________________________________     By: ________________________________
     Date                               Date

By: ________________________________     By: ________________________________
     Date                               Date

OHIO ASSOCIATION OF PUBLIC EDUCATION SCHOOL EMPLOYEES/AFSCME/AFL-CIO AND ITS CHAPTER NO. 644:
<table>
<thead>
<tr>
<th>Category</th>
<th>Step</th>
<th>2019</th>
<th>2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lunchroom Workers</td>
<td>21.66</td>
<td>21.66</td>
<td>22.11</td>
</tr>
<tr>
<td>Aides/Cooks</td>
<td>22.07</td>
<td>22.07</td>
<td>22.50</td>
</tr>
<tr>
<td>9/10 Mth Sec/Aides</td>
<td>22.87</td>
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<td>23.30</td>
</tr>
<tr>
<td>Day Custodian</td>
<td>24.15</td>
<td>24.15</td>
<td>24.70</td>
</tr>
<tr>
<td>Night Custodians/</td>
<td>25.35</td>
<td>25.35</td>
<td>25.90</td>
</tr>
<tr>
<td>Indoor Outdoor</td>
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</tr>
<tr>
<td>Maint.</td>
<td>26.30</td>
<td>26.30</td>
<td>26.80</td>
</tr>
<tr>
<td>10/12 Mth</td>
<td>27.10</td>
<td>27.10</td>
<td>27.60</td>
</tr>
<tr>
<td>Secretaries</td>
<td>27.10</td>
<td>27.10</td>
<td>27.60</td>
</tr>
<tr>
<td>10/12 Mth</td>
<td>27.10</td>
<td>27.10</td>
<td>27.60</td>
</tr>
<tr>
<td>Administrative Asst.</td>
<td>28.00</td>
<td>28.00</td>
<td>28.50</td>
</tr>
<tr>
<td>Category A Bus</td>
<td>28.80</td>
<td>28.80</td>
<td>29.30</td>
</tr>
<tr>
<td>Drivers</td>
<td>29.50</td>
<td>29.50</td>
<td>30.00</td>
</tr>
<tr>
<td>Category B Bus</td>
<td>30.20</td>
<td>30.20</td>
<td>30.70</td>
</tr>
<tr>
<td>Drivers</td>
<td>30.70</td>
<td>30.70</td>
<td>31.20</td>
</tr>
<tr>
<td>Head Maintenance</td>
<td>31.50</td>
<td>31.50</td>
<td>32.00</td>
</tr>
<tr>
<td>Maintenance</td>
<td>32.30</td>
<td>32.30</td>
<td>32.80</td>
</tr>
<tr>
<td>Director/Bus</td>
<td>33.30</td>
<td>33.30</td>
<td>33.80</td>
</tr>
<tr>
<td>Administrative Asst.</td>
<td>34.30</td>
<td>34.30</td>
<td>34.80</td>
</tr>
<tr>
<td>Secretary/Bus</td>
<td>35.30</td>
<td>35.30</td>
<td>35.80</td>
</tr>
<tr>
<td>10/12 Mth</td>
<td>36.10</td>
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<td>36.60</td>
</tr>
<tr>
<td>Maintenance</td>
<td>36.90</td>
<td>36.90</td>
<td>37.40</td>
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<tr>
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<td>37.90</td>
<td>37.90</td>
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<td>38.90</td>
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<tr>
<td>Secretary/Bus</td>
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<tr>
<td>10/12 Mth</td>
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<td>41.10</td>
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<tr>
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<td>41.40</td>
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<tr>
<td>Director/Bus</td>
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<td>42.40</td>
<td>42.90</td>
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<tr>
<td>Administrative Asst.</td>
<td>43.40</td>
<td>43.40</td>
<td>43.90</td>
</tr>
<tr>
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<td>44.40</td>
<td>44.40</td>
<td>44.90</td>
</tr>
<tr>
<td>10/12 Mth</td>
<td>45.10</td>
<td>45.10</td>
<td>45.60</td>
</tr>
<tr>
<td>Maintenance</td>
<td>46.00</td>
<td>46.00</td>
<td>46.50</td>
</tr>
<tr>
<td>Director/Bus</td>
<td>47.00</td>
<td>47.00</td>
<td>47.50</td>
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<tr>
<td>Administrative Asst.</td>
<td>48.00</td>
<td>48.00</td>
<td>48.50</td>
</tr>
<tr>
<td>Secretary/Bus</td>
<td>49.00</td>
<td>49.00</td>
<td>49.50</td>
</tr>
<tr>
<td>10/12 Mth</td>
<td>50.00</td>
<td>50.00</td>
<td>50.50</td>
</tr>
<tr>
<td>Maintenance</td>
<td>51.00</td>
<td>51.00</td>
<td>51.50</td>
</tr>
<tr>
<td>Director/Bus</td>
<td>52.00</td>
<td>52.00</td>
<td>52.50</td>
</tr>
<tr>
<td>Administrative Asst.</td>
<td>53.00</td>
<td>53.00</td>
<td>53.50</td>
</tr>
<tr>
<td>Secretary/Bus</td>
<td>54.00</td>
<td>54.00</td>
<td>54.50</td>
</tr>
</tbody>
</table>

**CLASSIFIED SALARY SCHEDULE**

**YELLOW SPRINGS EXEMPTED VILLAGE SCHOOLS**

**EFFECTIVE AUGUST 1, 2019 (+2.00% on 2018-19) (step 15 through step 20 increments revised)**
# Your Summary of Benefits

**Educational Purchasing Council - Yellow Springs**
**Blue Access® (PPO)**
**Effective October 1, 2016**

Please note: As we receive additional guidance and clarification from the U.S. Department of Health and Human Services, we may be required to make additional changes to your benefits.

<table>
<thead>
<tr>
<th>Covered Benefits</th>
<th>Network</th>
<th>Non-Network</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deductible (Single/Family)</td>
<td>$100/$200</td>
<td>$200/$400</td>
</tr>
<tr>
<td>Out-of-Pocket Limit (Single/Family)</td>
<td>$1,000/$2,000</td>
<td>$1,500/$3,000</td>
</tr>
<tr>
<td>Physician Home and Office Services (PCP/SCP) Primary Care Physician (PCP)/Specialty Care Physician (SCP) Including Office Surgeries and allergy serum:  - allergy injections (PCP and SCP)  - allergy testing  - routine and non-routine mammograms (regardless of outpatient setting)  - diabetic education (regardless of outpatient setting)  - certain medical nutritional therapy (regardless of outpatient setting)  - MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies and non-maternity related Ultrasounds</td>
<td>$20/$20</td>
<td>30%</td>
</tr>
<tr>
<td>Preventive Care Services Services include but are not limited to: Routine Exams, Pelvic Exams, Pap testing, PSA tests, Immunizations, Annual diabetic eye exam, Routine Vision and Hearing screenings  - Physician Home and Office Visits (PCP/SCP)  - Other Outpatient Services @ Hospital/Alternative Care Facility</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Emergency and Urgent Care Emergency Room Services  - facility/other covered services (copayment waived if admitted)  - Urgent Care Center Services</td>
<td>$75</td>
<td>$75</td>
</tr>
<tr>
<td>Inpatient and Outpatient Professional Services Include but are not limited to:  - Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams</td>
<td>10%</td>
<td>30%</td>
</tr>
</tbody>
</table>

*Blue 3.0*
# Your Summary of Benefits

<table>
<thead>
<tr>
<th>Covered Benefits</th>
<th>Network</th>
<th>Non-Network</th>
</tr>
</thead>
</table>
| Inpatient Facility Services (Network/Non-Network combined) Unlimited days except for:  
  - 60 days for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis)  
  - 180 days for skilled nursing facility | 10% | 30% |
| Outpatient Surgery Hospital/Alternative Care Facility  
  - Surgery and administration of general anesthesia | 10% | 30% |
| Other Outpatient Services (Combined Network & Non-Network limits) including but not limited to:  
  - Non Surgical Outpatient Services for example: MRIs, C-Scans, Chemotherapy, Ultrasounds, and other diagnostic outpatient services  
  - Home Care Services 90 visits (excludes IV Therapy)  
  - Durable Medical Equipment, Orthotics and Prosthetics  
  - Physical Medicine Therapy Day Rehabilitation programs  
  - Hospice Care  
  - Ambulance Services | 10% | 30% |
| Outpatient Therapy Services (Combined Network & Non-Network limits)  
  - Physician Home and Office Visits (PCP/SCP)  
  - Other Outpatient Services @ Hospital/Alternative Care Facility | $20/$20 | 30% |
| Limits apply to:  
  - Physical Therapy: 30 visits  
  - Occupational Therapy: 30 visits  
  - Manipulation Therapy: 12 visits  
  - Speech therapy: 20 visits | 10% | 30% |
| Behavioral Health:  
  Mental Illness and Substance Abuse  
  - Inpatient Facility Services  
  - Inpatient Professional Services  
  - Physician Home and Office Visits (PCP/SCP)  
  - Other Outpatient Services. Outpatient Facility @ Hospital/Alternative Care Facility, Outpatient Professional | 10% | 30% |
| Human Organ and Tissue Transplants  
  - Acquisition and transplant procedures, harvest and storage. | No copayment/coinsurance | 50% |
# Your Summary of Benefits

<table>
<thead>
<tr>
<th>Covered Benefits</th>
<th>Network</th>
<th>Non-Network</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prescription Drugs:</td>
<td>See Your Prescription Benefit Plan Summary</td>
<td>See Your Prescription Benefit Plan Summary</td>
</tr>
<tr>
<td>Administered by CVS/Caremark</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lifetime Maximum</td>
<td>Unlimited</td>
<td>Unlimited</td>
</tr>
</tbody>
</table>

**Notes:**
- All medical deductibles, copayments and coinsurance apply toward the out-of-pocket maximum (excluding Prescription Drug cost share options and Non-Network Human Organ and Tissue Transplant (HOTT) Services).
- Deductible(s) apply only to covered medical services listed with a percentage (%) coinsurance. However, the deductible does not apply to Emergency Room Services where a percentage (%) coinsurance applies to other covered services.
- Network and Non-network deductibles, copayments, coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.
- Dependent Age: to end of the month which the child attains age 26
- Specialist copayment is applicable to all Specialists excluding General Physicians, Internists, Pediatricians, OB/GYNs and Geriatrics or any other Network Provider as allowed by the plan.
- Physicians Home and office visit copayment also applies if the office visit is billed with allergy injections.
- No copayment/coinsurance means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- PCP is a Network Provider who is a practitioner that specializes in family practice, general practice, internal medicine, pediatrics, obstetrics/gynecology, geriatrics or any other Network Provider as allowed by the plan.
- SCP is a Network Provider, other than a Primary Care Physician, who provides services within a designated specialty area of practice.
- Benefit period = calendar year
- Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health Parity.
- Preventive Care Services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits are covered.
- Private Duty Nursing – limited to 82 visits/Calendar Year.

1. These covered services are not subject to the deductible/copayment if you have a flat dollar copayment and if rendered without an office visit.
2. We encourage you to contact Our Mental Health Subcontractor to assure the use of appropriate procedures, setting and medical necessity. Refer to Schedule of Benefits for limitations. Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health Parity.
3. Kidney and Coma are treated the same as any other illness and subject to the medical benefits.

**Pre-certification:**
Members are encouraged to always obtain prior approval when using non-network providers. Pre-certification will help the member know if the services are considered not medically necessary.

**Pre-existing Exclusion Period:** none

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate, and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

By signing this Summary of Benefits, I agree to the benefits for the product selected as of the effective date indicated.

<table>
<thead>
<tr>
<th>Authorized group signature (if applicable)</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Underwriting signature (if applicable)</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Your Prescription Benefit Plan Copay Overview

<table>
<thead>
<tr>
<th></th>
<th>CVS/caremark Retail Pharmacy Network</th>
<th>CVS Caremark Mail Service Pharmacy</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Generic Medications</strong></td>
<td>$10 for a generic prescription</td>
<td>$20 for a generic prescription</td>
</tr>
<tr>
<td></td>
<td>(Up to a 30-day supply)</td>
<td></td>
</tr>
<tr>
<td><strong>Preferred Brand-Name Medications</strong></td>
<td>$20 for a preferred brand-name prescription</td>
<td>$40 for a preferred brand-name prescription</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$30 for a non-preferred brand-name prescription</td>
<td>$60 for a non-preferred brand-name prescription</td>
</tr>
<tr>
<td><strong>Non-Preferred Brand-Name Medications</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td><strong>Refill Limit</strong></td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td><strong>Maximum Out-of-Pocket</strong></td>
<td>$3,000 per individual / $6,000 per family</td>
<td></td>
</tr>
</tbody>
</table>

Please note: When a generic is available, but the pharmacy dispenses the brand-name medication for any reason other than doctor or other prescriber indicates “dispense as written,” you will pay the difference between the brand-name medication and the generic plus the brand copayment.

Where to fill your prescription

Choosing where to fill your prescription depends on whether you are ordering a short-term or long-term medication:

**Short-term medications** are generally taken for a limited amount of time and have a limited amount of refills, such as an antibiotic. You can fill prescriptions for these medications at any pharmacy in the CVS/caremark retail network.

- Choose from more than 68,000 network pharmacies nationwide, including independent pharmacies, chain pharmacies and 7,700 CVS/pharmacy locations.
- Find a participating pharmacy at www.caremark.com
- Tip: To avoid filling out claims paperwork, bring your Prescription Card with you when you pick up your prescription, and use a pharmacy in the CVS/caremark retail network.

**Long-term medications** are taken regularly for chronic conditions, such as high blood pressure, asthma, diabetes or high cholesterol. You will generally save money by using mail service for these prescriptions.

Choose one of three easy ways to start using the CVS Caremark Mail Service Pharmacy:

1. Fill out and send in a mail service order form – use the one included in this welcome kit or print one at www.caremark.com
2. Visit www.caremark.com/faststart
3. Call FastStart toll-free at 1-800-875-0867

Customer Care

If you have questions about your prescriptions or benefits, you can contact Customer Care 24 hours a day, seven days a week. You can either e-mail customerservice@caremark.com or call toll-free at 1-888-202-1654 after your benefits begin. For TDD assistance, please call toll-free 1-800-863-5488.

Copayment, copay or coinsurance means the amount a plan member is required to pay for a prescription in accordance with a Plan, which may be a deductible, a percentage of the prescription price, a fixed amount or other charge, with the balance, if any, paid by a Plan. Your feedback is important as it helps us improve our service. Please contact us with any questions or concerns at 1-888-202-1654. Your privacy is important to us. Our employees are trained regarding the appropriate way to handle your private health information.
## Educational Purchasing Council – Yellow Springs
### Lumenos Health Savings Account
### Effective January 1, 2020

<table>
<thead>
<tr>
<th>Covered Benefits</th>
<th>Network</th>
<th>Non-Network</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Deductible</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Family coverage requires the family deductible to be met before coinsurance applies. The single deductible does not apply to family coverage.</td>
<td>Single: $2,000 Family: $4,000</td>
<td>Single: $4,000 Family: $8,000</td>
</tr>
<tr>
<td><strong>Out-of-Pocket Limit</strong></td>
<td>Single: $2,000 Family: $4,000</td>
<td>Single: $8,000 Family: $10,000</td>
</tr>
<tr>
<td><strong>Physician Home and Office Services</strong></td>
<td>0%</td>
<td>30%</td>
</tr>
<tr>
<td>Including Office Surgeries, allergy serum, allergy injections and allergy testing</td>
<td>NCS</td>
<td>30%</td>
</tr>
<tr>
<td><strong>Preventive Care Services</strong></td>
<td>0%</td>
<td>30%</td>
</tr>
<tr>
<td>Services include but are not limited to: Routine Exams, Mammograms, Pelvic Exams, Pap testing, PSA tests, Immunizations, Annual diabetic eye exam, Routine Vision and Hearing exams</td>
<td>NCS</td>
<td>30%</td>
</tr>
<tr>
<td><strong>Emergency and Urgent Care</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Emergency Room Services @ Hospital (facility/other covered services) (copayment waived if admitted)</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>Urgent Care Center Services</td>
<td>0%</td>
<td>30%</td>
</tr>
<tr>
<td><strong>Inpatient and Outpatient Professional Services</strong></td>
<td>0%</td>
<td>30%</td>
</tr>
<tr>
<td>Include but are not limited to: Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Inpatient Facility Services</strong></td>
<td>(Network/Non-Network combined) Unlimited days except for:</td>
<td>0%</td>
</tr>
<tr>
<td>60 days for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>180 days for skilled nursing facility</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Outpatient Surgery Hospital/Alternative Care Facility</strong></td>
<td>0%</td>
<td>30%</td>
</tr>
<tr>
<td>Surgery and administration of general anesthesia</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Blue 7.6</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## Covered Benefits

### Other Outpatient Services

including but not limited to:
- Non Surgical Outpatient Services
  For example: MRIs, C-Scans, Chemotherapy, Ultrasounds and other diagnostic outpatient services.
- Home Care Services 30 visits (excludes IV Therapy) (Network/Non-Network combined)
- Durable Medical Equipment, Orthotics and Prosthetics
- Physical Medicine Therapy Day Rehabilitation programs
- Hospice Care
- Ambulance Services

<table>
<thead>
<tr>
<th></th>
<th>Network</th>
<th>Non-Network</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other Outpatient Services</td>
<td>0%</td>
<td>30%</td>
</tr>
<tr>
<td>Accidental Dental Services $3,000 per accident</td>
<td>0%</td>
<td>30%</td>
</tr>
<tr>
<td>Outpatient Therapy Services</td>
<td>0%</td>
<td>30%</td>
</tr>
<tr>
<td>Limits apply to:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cardiac Rehabilitation 36 visits</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pulmonary Rehabilitation 20 visits</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Physical/Occupational Therapy: 60 visits combined</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Manipulation Therapy: 12 visits</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Speech therapy: 20 visits</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Behavioral Health Services: Mental Illness and Substance Abuse

Benefits provided in accordance with Federal Mental Health Parity

### Human Organ and Tissue Transplants

- Acquisition and transplant procedures, harvest and storage.

<table>
<thead>
<tr>
<th></th>
<th>Network</th>
<th>Non-Network</th>
</tr>
</thead>
<tbody>
<tr>
<td>Human Organ and Tissue Transplants</td>
<td>0%</td>
<td>30%</td>
</tr>
</tbody>
</table>

### Prescription Drugs:

Administered by CVS/Caremark

See Your Prescription Benefit Plan Summary

See Your Prescription Benefit Plan Summary
Your Summary of Benefits

Notes:
- All deductibles, copayments and coinsurance apply toward the out-of-pocket maximum including prescription drugs. (Excludes Non-network Human Organ and Tissue Transplants).
- Deductible(s) apply to covered services listed with a percentage (%) coinsurance, including 0%.
- Deductible applies to all prescription drug expenses. Once the deductible is met the appropriate copayment/coinsurance applies.
- Network and non-network deductible, coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.
- Dependent Age: to end of the month which the child attains age 26
- 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- Benefit period = calendar year
- Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health Parity.
- Preventive Care Services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits are covered.
- No Cost Share (NCS): No deductible/copayment/coinsurance up to the maximum allowable amount.
- Private Duty Nursing – limited to 82 visits/Calendar Year.
- Wigs limited to 1 per benefit period.

1 We encourage you to review the Schedule of Benefits for limitations.

Precertification:
Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help the member know if the services are considered not medically necessary.

Pre-existing Exclusion Period: none

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.
Here’s an overview of your CVS Caremark benefits.

Yellow Springs HSA - 1/1/2020

If you have any questions about your prescription plan or costs, call us at 1-888-202-1654. We can help any time after your plan starts. For TDD assistance, please call 1-800-863-5488.

<table>
<thead>
<tr>
<th>Short-Term Medicines</th>
<th>Long-Term Medicines</th>
</tr>
</thead>
<tbody>
<tr>
<td>CVS Caremark Retail Pharmacy Network (Up to a 30-day supply)</td>
<td>CVS Caremark Mail Service Pharmacy or CVS Pharmacy Locations (Up to a 90-day supply)</td>
</tr>
</tbody>
</table>

**Generic Medicines**
Always ask your doctor if there’s a generic option available. It could save you money.

- $0 copay after deductible for a generic medicine

<table>
<thead>
<tr>
<th>Preferred Brand-Name Medicines</th>
<th>Non-Preferred Brand-Name Medicines</th>
</tr>
</thead>
<tbody>
<tr>
<td>If a generic is not available or appropriate, ask your doctor to prescribe from your plan’s preferred drug list.</td>
<td>Drugs that aren’t on your plan’s preferred list will cost more.</td>
</tr>
</tbody>
</table>

- $0 copay after deductible for a preferred brand-name medicine
- $0 copay after deductible for a non-preferred brand-name medicine

**Refill Limit**
None

**Maximum Out-of-Pocket**
$2,000 per individual / $4,000 per family (combined with medical)

**Annual Deductible**
$2,000 per individual / $4,000 per family (combined with medical)

**Specialty Medicines**
Specialty medications are required to be filled through CVS Specialty Mail Order Pharmacy or at a retail CVS/pharmacy. Please contact Customer Care toll-free at 1-888-202-1654 for questions or to get started today.

**Prior Authorization**
Certain medications may require prior authorization. Please contact Customer Care toll-free at 1-888-202-1654 or visit www.caremark.com for verification of prior authorization requirements.

Please Note: When a generic is available, but the pharmacy dispenses the brand-name medication for any reason other than doctor or other prescriber indicates "dispense as written," you will pay the difference between the brand-name medication and the generic plus the brand copayment.

Copayment, copay or coinsurance means the amount a plan member is required to pay for a prescription in accordance with a Plan which may be a deductible, a percentage of the prescription price, a fixed amount or other charge, with the balance, if any, paid by a Plan. Your feedback is important as it helps us improve our service. Please contact us with any questions or concerns at 1-888-202-1654. If you access your pharmacy benefits information through the Caremark Web site, you can find Plan Members Rights and Responsibilities at www.caremark.com.

7471-WKL-MCHOICE_AD_MOOP_SP_PA-1218

Your privacy is important to us. Our employees are trained regarding the appropriate way to handle your private health information.

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Delta Dental PPO (Point-of-Service)  
Summary of Dental Plan Benefits  
For Group# 5630-8450, 8459  
Yellow Springs Schools

This Summary of Dental Plan Benefits should be read along with your Certificate. Your Certificate provides additional information about your Delta Dental plan, including information about plan exclusions and limitations. If a statement in this Summary conflicts with a statement in the Certificate, the statement in this Summary applies to you and you should ignore the conflicting statement in the Certificate. The percentages below are applied to Delta Dental's allowance for each service and it may vary due to the dentist's network participation.

Control Plan – Delta Dental of Ohio
Benefit Year – January 1 through December 31

Covered Services –

<table>
<thead>
<tr>
<th></th>
<th>Delta Dental PPO Dentist</th>
<th>Delta Dental Premier Dentist</th>
<th>Nonparticipating Dentist</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Plan Pays</td>
<td>Plan Pays</td>
<td>Plan Pays*</td>
</tr>
<tr>
<td>Diagnostic &amp; Preventive Services – exams, cleanings, fluoride, and space maintainers</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
</tr>
<tr>
<td>Emergency Palliative Treatment – to temporarily relieve pain</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
</tr>
<tr>
<td>Sealants – to prevent decay of permanent teeth</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
</tr>
<tr>
<td>Brush Biopsy – to detect oral cancer</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
</tr>
<tr>
<td>Radiographs – X-rays</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
</tr>
<tr>
<td>Periodontal Maintenance – cleanings following periodontal therapy</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
</tr>
<tr>
<td>Basic Services</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Minor Restorative Services – fillings and crown repair</td>
<td>80%</td>
<td>80%</td>
<td>80%</td>
</tr>
<tr>
<td>Endodontic Services – root canals</td>
<td>80%</td>
<td>80%</td>
<td>80%</td>
</tr>
<tr>
<td>Periodontic Services – to treat gum disease</td>
<td>80%</td>
<td>80%</td>
<td>80%</td>
</tr>
<tr>
<td>Oral Surgery Services – extractions and dental surgery</td>
<td>80%</td>
<td>80%</td>
<td>80%</td>
</tr>
<tr>
<td>Other Basic Services – misc. services</td>
<td>80%</td>
<td>80%</td>
<td>80%</td>
</tr>
<tr>
<td>Relines and Repairs – to bridges, implants, and dentures</td>
<td>80%</td>
<td>80%</td>
<td>80%</td>
</tr>
<tr>
<td>Major Services</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Major Restorative Services – crowns</td>
<td>60%</td>
<td>60%</td>
<td>60%</td>
</tr>
<tr>
<td>Prosthodontic Services – bridges, implants, and dentures</td>
<td>60%</td>
<td>60%</td>
<td>60%</td>
</tr>
<tr>
<td>Orthodontic Services</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Orthodontic Services – braces</td>
<td>60%</td>
<td>60%</td>
<td>60%</td>
</tr>
<tr>
<td>Orthodontic Age Limit – No Age Limit</td>
<td>No Age Limit</td>
<td>No Age Limit</td>
<td>No Age Limit</td>
</tr>
</tbody>
</table>

* When you receive services from a Nonparticipating Dentist, the percentages in this column indicate the portion of Delta Dental's Nonparticipating Dentist Fee that will be paid for those services. The Nonparticipating Dentist Fee may be less than what your dentist charges and you are responsible for that difference. Please refer to your Plan Certificate for more information on payment to Nonparticipating Dentists.

- Oral exams (including evaluations by a specialist) are payable twice per calendar year.
- Prophylaxes (cleanings) are payable twice per calendar year.
- People with specific at-risk health conditions may be eligible for additional prophylaxes (cleanings) or fluoride treatment. The patient should talk with his or her dentist about treatment.
- Fluoride treatments are payable twice per calendar year with no age limit.
- Benefits for bitewing X-rays are unlimited. Full mouth X-rays (which include bitewing X-rays) are payable once in any three-year period.
Sealants are payable once per tooth per three-year period for the occlusal surface of permanent bicuspids and molars up to age 14. The surface must be free from decay and restorations.

Veneers are payable on incisors, cuspids, and bicuspids once per tooth in any five-year period.

Composite resin (white) restorations are Covered Services on posterior teeth.

Metallic inlays are Covered Services.

Porcelain and resin facing on crowns are optional treatment on posterior teeth.

Implants and implant related services are payable once per tooth in any five-year period.

Occlusal guards are payable once in any three-year period.

Having Delta Dental coverage makes it easy for you to get dental care almost everywhere in the world! You can now receive expert dental care when you are outside of the United States through our Passport Dental program. This program gives you access to a worldwide network of dentists and dental clinics. English-speaking operators are available around the clock to answer questions and help you schedule care. For more information, check our Web site or contact your benefits representative to get a copy of our Passport Dental information sheet.

**Maximum Payment** – $2,500 per person total per Benefit Year on all services except orthodontics. $2,000 per person total lifetime on orthodontic services.

**Deductible** – $25 Deductible per person total per Benefit Year limited to a maximum Deductible of $50 per family per Benefit Year. The Deductible does not apply to diagnostic and preventive services, emergency palliative treatment, X-rays, sealants, brush biopsy, periodontal maintenance and orthodontic services.

Any expenses incurred by an eligible person for covered services during the last three months of a benefit year and applied to the Deductible for that benefit year will also be applied to the Deductible for the following Benefit Year.

**Waiting Period** – Employees who are eligible for dental benefits are covered. Coverage for eligible employees who are actively at work is effective on the date specified by the employer. Dependent(s) effective date: Eligible dependent(s) will become covered under the Plan on the later of the dates listed below, provided the employee has enrolled them in the Plan within thirty (30) days of meeting the Plan's eligibility requirements. The date the employee's coverage becomes effective. The date the dependent is acquired, provided any required contributions are made and the employee has applied for dependent coverage within thirty (30) days of the date acquired. Newborn children shall be covered from birth, regardless of confinement, provided the employee has applied for dependent coverage within thirty (30) days of birth. Coverage for a newly adopted child shall be effective on the date the child is placed for adoption, provided the employee has applied for dependent coverage within thirty (30) days of placement.

**Eligible People** – All regular employees as determined by the employer, shall be eligible to enroll for dental coverage under this plan. Yellow Springs Schools (8450) and Yellow Springs Schools COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985), enrollees (8459). The Employer and Subscriber may share the cost of this plan.

Also eligible at your option are your legal spouse, your unmarried dependent children to the end of the calendar year in which they turn 19, and your dependent unmarried children to the end of the calendar year in which they turn 24 if a full-time student or eligible to be claimed by you as a dependent under the U.S. Internal Revenue Code during the current calendar year. You and your eligible dependents must enroll for a minimum of 12 months. If coverage is terminated after 12 months, you may not re-enroll prior to the open enrollment that occurs at least 12 months from the date of termination. Your dependents may only enroll if you are enrolled (except under COBRA) and must be enrolled in the same plan as you. Plan changes are only allowed during open enrollment periods, except that an election may be revoked or changed at any time if the change is the result of a qualifying event as defined under Internal Revenue Code Section 125.

If you and your spouse are both eligible for coverage under this Contract, you may be enrolled together on one application or separately on individual applications, but not both. Your dependent children may only be enrolled on one application. Delta Dental will not coordinate benefits if you and your spouse are both covered under this Contract.

Benefits generally will cease on the last day of the month in which the employee is terminated or a dependent loses eligibility.
## Your Vision Benefits Summary

Get the best in eye care and eyewear with Yellow Springs Schools and VSP® Vision Care.

### Using your VSP benefit is easy.
- Create an account at vsp.com. Once your plan is effective, review your benefit information.
- Find an eye care provider who's right for you. The decision is yours to make—choose a VSP provider or any out-of-network provider. To find a VSP provider, visit vsp.com or call 800.877.7195.
- At your appointment, tell them you have VSP. There's no ID card necessary. If you'd like a card as a reference, you can print one on vsp.com.

That's it! We'll handle the rest—there are no claim forms to complete when you see a VSP provider.

### Best Eye Care
You'll get the highest level of care, including a WellVision Exam— the most comprehensive exam designed to detect eye and health conditions. Plus, when you see a VSP provider, you'll get the most out of your benefit, have lower out-of-pocket costs, and your satisfaction is guaranteed.

### Choice in Eyewear
From classic styles to the latest designer frames, you'll find hundreds of options. Choose from featured frame brands like bebe®, Calvin Klein, Cole Haan, Flexon®, Lacoste, Nike, Nine West, and more! Visit vsp.com to find a Premier Program location who carries these brands.

### Plan Information
**VSP Coverage Effective Date:** 09/01/2016  
**VSP Provider Network:** VSP Signature

Automatically get an extra $20 to spend when you choose a featured frame brand like Anne Klein, bebe®, Calvin Klein, Flexon®, Lacoste, Nike, Nine West, and more. Visit vsp.com to find a provider who carries these brands.

Visit vsp.com or call 800.877.7195 for more details on your vision coverage and exclusive savings and promotions for VSP members.

---

### Benefit Summary

<table>
<thead>
<tr>
<th>Benefit</th>
<th>Description</th>
<th>Copay</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>WellVision Exam</strong></td>
<td>Focuses on your eyes and overall wellness</td>
<td>$10</td>
</tr>
<tr>
<td><strong>Prescription Glasses</strong></td>
<td>$850 allowance for a wide selection of frames</td>
<td>$25</td>
</tr>
<tr>
<td><strong>Frame</strong></td>
<td>$870 allowance for featured frame brands</td>
<td>Included in Prescription Glasses</td>
</tr>
<tr>
<td><strong>Lenses</strong></td>
<td>20% savings on the amount over your allowance</td>
<td>Included in Prescription Glasses</td>
</tr>
<tr>
<td><strong>Lens Enhancements</strong></td>
<td>Single vision, lined bifocal, and lined trifocal lenses</td>
<td>Included in Prescription Glasses</td>
</tr>
<tr>
<td><strong>Contacts (instead of glasses)</strong></td>
<td>$850 allowance on contacts and contact lens exam (fitting and evaluation)</td>
<td>Included in Prescription Glasses</td>
</tr>
<tr>
<td><strong>Primary Eyecare</strong></td>
<td>Treatment and diagnosis of eye conditions like pink eye, vision loss and monitoring of cataracts, glaucoma and diabetic retinopathy. Limitations and coordination with medical coverage may apply. Ask your VSP doctor for details.</td>
<td>$80</td>
</tr>
<tr>
<td></td>
<td>As needed</td>
<td>$20</td>
</tr>
<tr>
<td><strong>Glasses and Sunglasses</strong></td>
<td>Extra $20 to spend on featured frame brands. Go to vsp.com/specialoffers for details.</td>
<td>$39</td>
</tr>
<tr>
<td><strong>Extra Savings</strong></td>
<td>30% savings on additional glasses and sunglasses, including lens enhancements, from the same VSP provider on the same day as your WellVision Exam. Get 20% from any VSP provider within 12 months of your last WellVision Exam.</td>
<td>$85</td>
</tr>
<tr>
<td><strong>Retinal Screening</strong></td>
<td>No more than a $39 copay on routine retinal screening as an enhancement to a WellVision Exam</td>
<td>$85</td>
</tr>
<tr>
<td><strong>Laser Vision Correction</strong></td>
<td>Average 15% off the regular price or 5% off the promotional price; discounts only available from contracted facilities. After surgery, use your frame allowance (if eligible) for sunglasses from any VSP doctor.</td>
<td>$85</td>
</tr>
</tbody>
</table>

### Your Coverage with Out-of-Network Providers

<table>
<thead>
<tr>
<th>Service</th>
<th>Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exam</td>
<td>Up to $100</td>
</tr>
<tr>
<td>Frame</td>
<td>Up to $170</td>
</tr>
<tr>
<td>Single Vision Lenses</td>
<td>Up to $850</td>
</tr>
<tr>
<td>Lined Trifocal Lenses</td>
<td>Up to $1000</td>
</tr>
<tr>
<td>Lined Bifocal Lenses</td>
<td>Up to $850</td>
</tr>
<tr>
<td>Contacts</td>
<td>Up to $105</td>
</tr>
</tbody>
</table>

VSP guarantees coverage from VSP network providers only. Based on applicable laws, benefits may vary by location.

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GRIEVANCE REPORT
Submit in duplicate at each step

Name of Grievant  Building  Assignment  Date filed

STEP II

A. Date cause of grievance occurred:

B. 1. Statement of grievance:

   
   
   
   

   
   
   

   

   2. Relief sought:

   
   
   
   

   
   
   

Signature  Date

C. Disposition by Administrator or Supervisor:

   
   
   
   

   
   
   

Signature of Administrator/Supervisor  Date

D. Position of Grievant:

   
   
   
   

   
   
   

Signature  Date

Attach additional sheets as necessary.
STEP III
A. Date received by Superintendent or Designee: ______________________
B. Disposition by Superintendent: ________________________________

___________________________________________

___________________________________________

___________________________________________

___________________________________________

___________________________________________

___________________________________________

Signature of Superintendent    Date

C. Position of Grievant: __________________________________________

___________________________________________

___________________________________________

___________________________________________

___________________________________________

___________________________________________

Signature    Date

STEP IV
A. Date submitted to Mediation: ________________________________

___________________________________________

___________________________________________

___________________________________________

___________________________________________

___________________________________________

Signature of Board President    Date

Attach additional sheets as necessary.