

Children's Hospital Medical Center of Akron (Akron Children's)

Graduate Medical Education (GME) Trainee Contract Packet

Cover Agreement + Core Institutional Terms and Conditions + Pediatric Residency Addendum

Sample Contract

A. Agreement of Appointment (Cover Page)

Academic Year: [2026-2027]

This Agreement of Appointment ("Agreement") is entered into by and between Children's Hospital Medical Center of Akron dba Akron Children's Hospital ("Akron Children's" or the "Institution") and [Resident] ("Trainee") for appointment in an ACGME-accredited training program sponsored by Akron Children's (the "Program").[1]

1. Appointment and Term. Akron Children's appoints Trainee as Postgraduate Level (PL- [1] in [Pediatrics] for the period Start Date: [07/01/2026] through End Date: [06/30/2027] (the "Appointment Term").[2]

2. Employment Status. During the Appointment Term, Trainee is employed by Akron Children's and is expected to fulfill clinical and educational responsibilities as assigned and supervised by the Program.[3]

3. Compensation. Trainee's compensation for PL- [1] is \$[67,245], paid in accordance with Akron Children's payroll practices.[4]

4. Incorporation of Terms and Conditions. By signing this Agreement, Trainee acknowledges and agrees to comply with: (i) the attached Core Institutional Terms and Conditions of Appointment (All ACGME Trainees); (ii) the applicable Program Addendum (if any); and (iii) applicable Akron Children's and Program policies referenced therein, each as may be amended from time to time in accordance with applicable law. The foregoing documents are incorporated by reference into and made part of this Agreement as if fully set forth herein.[5]

5. Non-Renewal, Non-Promotion, Dismissal; Grievance and Due Process. Notice, grievance, and due process rights related to non-renewal, non-promotion, suspension, or dismissal are described in the Core Terms and Conditions and referenced institutional policies.[6]

6. Entire Agreement. This Agreement and the incorporated Core Terms and Conditions and applicable Addendum constitute the entire agreement regarding Trainee's appointment for the Appointment Term and supersede prior agreements for the same term.

Trainee: _____ Date: _____
Resident

Program Director (or Designee): _____ Date: _____
Sabrina Ben-Zion, M.D

Designated Institutional Official (DIO) (or Designee): _____ Date: _____
Sara Lee, M.D.

Akron Children's (Authorized Representative): _____ Date: _____
Michael Forbes, M.D.

B. Core Institutional Terms and Conditions of Appointment (All ACGME Trainees)

These Core Terms and Conditions apply to all residents and fellows (PL-1 through PL-7) appointed to an ACGME-accredited program sponsored by Akron Children's. Program-specific terms (if any) are contained in the applicable Addendum.

1. Definitions and Order of Precedence

- 1.1 "Institution" means Children's Hospital Medical Center of Akron dba Akron Children's Hospital ("Akron Children's").
- 1.2 "Trainee" means a resident or fellow appointed to an ACGME-accredited program sponsored by Akron Children's.
- 1.3 "Program" means the ACGME-accredited residency or fellowship program in which the Trainee is appointed.
- 1.4 Order of precedence: (a) the Cover Agreement; (b) these Core Terms and Conditions; (c) the applicable Addendum (if any); and (d) referenced Institutional and Program policies, procedures, and handbooks; provided that benefit plan documents control for benefit plan terms.

2. Responsibilities and Standards

- 2.1 Trainee will perform assigned duties under appropriate supervision and in compliance with Program and Institutional policies.[3]
- 2.2 Trainee will complete required documentation, evaluations, work-hour reporting, and required logs accurately and timely.[3]

3. Eligibility and Conditions of Appointment

- 3.1 Appointment (and continued appointment) is contingent upon completing required credentialing and onboarding and maintaining all credentials required for the Trainee's role. At a minimum, this includes: (a) credential verification (including graduation from medical school and, if applicable, ECFMG certification); (b) obtaining and maintaining any required Ohio training certificate or medical license; (c) completion of required background checks; (d) completion of required occupational health clearance (including required immunizations and screening); (e) completion of required pre-employment drug screening; and (f) maintaining authorization to work in the United States, if applicable.
- 3.2 Additional Program-specific requirements may apply and will be specified in the applicable Program Addendum and/or Program policies (for example, an unrestricted Ohio medical license, DEA registration, controlled substance registration where applicable, and/or additional credentialing or privileging requirements).
- 3.3 Failure to satisfy or maintain required credentials or onboarding requirements may result in delayed start, modification of duties, administrative leave, non-renewal, or termination in accordance with Institutional policy and applicable due process.[6]

4. Financial Support

- 4.1 Compensation is stated in the Cover Agreement and paid per Akron Children's payroll practices.[4]

5. Benefits

- 5.1 During the Appointment Term, Trainee is eligible to participate in Akron Children's employee benefit plans (e.g., medical, prescription drug, dental, vision, life insurance, short-term disability, long-term disability, and retirement) in accordance with eligibility rules and the applicable plan documents, as amended from time to time. Plan documents and summary plan descriptions control in the event of any inconsistency. Akron Children's may amend, replace, or terminate any benefit plan at any time, subject to applicable law.[7][8]

6. Professional Liability Insurance

6.1 Akron Children's provides professional liability insurance for acts and omissions within the scope of training duties, including defense. The Institution will provide documentation prior to the start date and advance notice of any substantial change to coverage.[9]

7. Work Hours and Moonlighting

7.1 Trainee will comply with ACGME, and institutional work-hour requirements and report work hours accurately as required.[10]

7.2 Moonlighting is governed by institutional and Program policy, is never required, requires written Program Director approval, and may be prohibited by the Program.[11]

8. Vacation and Leaves of Absence

8.1 Vacation and leaves are governed by the Akron Children's Vacation and Leaves of Absence Policy (maintained by the Department of Medical Education), applicable law, and applicable benefit plan terms. The policy is available for review at all times.[12]

8.2 ACGME-required leave minimums (to be met by policy) include: (a) at least six (6) weeks of approved medical, parental, and caregiver leave available at least once during the Program beginning on the first day the Trainee is required to report; (b) 100% salary for the first six (6) weeks of the first approved medical, parental, or caregiver leave; (c) at least one (1) additional week of paid time off reserved for use outside of the first six (6) weeks; and (d) continuation of health and disability benefits during approved leave, consistent with applicable plan terms.[13]

8.3 Trainee will receive timely, Trainee-specific information regarding the impact of leave on training completion and certifying board eligibility.[14]

9. Evaluations, Promotion, and Reappointment

9.1 Reappointment and promotion decisions are based on Program criteria and performance progression, consistent with institutional policy and ACGME requirements.[15]

10. Notice, Grievances, and Due Process

10.1 Written notice of intent regarding non-renewal, non-promotion, or dismissal will be provided consistent with ACGME requirements and Institutional policy. When possible, notice of non-renewal will be provided at least four (4) months prior to the end of the Appointment Term; if the primary reason for non-renewal arises later, Akron Children's will provide written notice as soon as reasonably possible.[6]

10.2 Grievances and due process/appeal rights are governed by institutional policies applicable to trainees.[16]

11. Compliance; Privacy; Information Security

11.1 Trainee will comply with applicable law and Akron Children's policies, including compliance, privacy, information security, and patient safety policies.

11.2 Trainee will complete required training and cooperate with audits, investigations, and quality/safety activities as required.

12. Confidentiality and Return of Property

12.1 Trainee will protect confidential information (including patient information and Institutional confidential information) and will not use or disclose it except as permitted for training duties.

12.2 Upon separation, Trainee will return Institutional property and confidential information and will not retain unauthorized copies.

12.3 Confidentiality obligations in this Section survive expiration or termination of the appointment.

13. Corrective Action, Termination, and Separation

13.1 The Institution and/or Program may impose corrective action, including remediation, probation, suspension, non-renewal, or dismissal, consistent with Institutional policy and due process.[6][16]

13.2 Grounds for corrective action or early separation may include, without limitation: (a) failure to comply with the Cover Agreement, these Core Terms, the applicable Addendum, or Institutional/Program policies, or refusal/failure to diligently perform assigned duties; (b) violation of the Code of Conduct, engaging in dishonest, illegal, or fraudulent conduct, or posing a criminal, civil, or administrative threat to the Institution; (c) suspension, exclusion, debarment, or ineligibility for participation in Medicare, Medicaid, or any other federally funded health care program; (d) restriction, revocation, or suspension of any required training certificate, medical license, or other required professional license/registration; (e) failure to maintain any qualification or credential required for appointment or assigned duties (including those specified in the applicable Addendum); (f) conviction of, or guilty plea to, a felony or disqualifying misdemeanor (including drug-related offenses or crimes involving moral turpitude); (g) violation of applicable state or federal law, including failure to maintain work authorization if applicable; (h) impairment that materially affects the ability to perform duties safely or use of alcohol or a controlled substance while performing services; (i) violation of or non-compliance with institutional or Program policies and procedures or applicable third-party agreements; (j) inability of Akron Children's to obtain or maintain professional liability insurance on the Trainee's behalf; (k) endangering the health, safety, or wellbeing of patients or others, or failure to provide services according to reasonably acceptable medical standards; (l) failure to maintain confidentiality of Akron Children's or patient information; or (m) conduct bringing or threatening discredit to Akron Children's as reasonably defined by Akron Children's.

13.3 Trainee may resign by providing written notice to the Program Director consistent with institutional policy; resignation may affect eligibility for completion and board certification.

14. Program Reduction or Closure

14.1 In the event of Program reduction or closure, Akron Children's will provide notice and will allow trainees already in the Program to complete training or will assist with transfer/enrollment in another ACGME-accredited program, consistent with ACGME requirements and institutional policy.[17]

15. Miscellaneous

15.1 Entire agreement for the term: the Cover Agreement, Core Terms and Conditions, and applicable Addendum constitute the entire agreement for the Appointment Term.

15.2 Amendments: amendments to the Cover Agreement or Addendum must be in writing and signed by authorized representatives; referenced policies and plan documents may be amended from time to time consistent with law.

15.3 Severability: if any provision is held invalid, the remaining provisions remain in effect.

15.4 Governing law: Ohio law governs this contract packet without regard to conflict of laws principles.

15.5 Notices: unless a policy specifies a different method, notices under this contract packet will be in writing and delivered by hand, mail, or electronic mail to the last known address/email maintained by the Institution for the Trainee, and to the Program Director (or designee) and the Department of Medical Education for the Institution.

15.6 Counterparts and electronic signatures: this contract packet may be executed in counterparts and by electronic signature, each of which will be deemed an original and all of which together constitute one instrument.

15.7 No waiver: failure to enforce a provision is not a waiver of future enforcement.

C. Program Addendum – Pediatric Residency (PL-1 through PL-3)

This Addendum supplements (and does not replace) the Core Institutional Terms and Conditions for Trainees appointed to the Akron Children's Pediatric Residency Program. Where there is a conflict, the Order of Precedence in the Core Terms applies.

1. Program Structure and Educational Standards

1.1 Akron Children's will provide a pediatric residency program in accordance with ACGME Program Requirements and applicable institutional requirements.[1]

1.2 Residents must comply with the House Staff Policies and Procedures Manual, the Pediatric Residency Program handbook, and rotation-specific expectations, as updated from time to time.

2. Clinical Experience, Scheduling, and Night/Float Coverage

2.1 Clinical schedules (including nights/float) are determined by the Residency Program and participating services to meet educational and patient care needs and to comply with ACGME work-hour requirements.[10]

2.2 For rotations in Emergency Services, shift schedules are determined by the Division of Emergency Services in coordination with the Residency Program.

3. Call Rooms, Workspace, and Access

3.1 Call rooms are provided with private or semi-private bathroom access. A resident lounge with restrooms, lockers, kitchen area, and computer access is available to residents, subject to institutional rules for access and conduct.

4. Licensure, Registration, and Credentialing Requirements (Pediatric Residency)

4.1 In addition to Core Section 3, residents must obtain and maintain an Ohio training certificate or Ohio medical license, as applicable to training level and assigned duties.

4.2 Residents must obtain and maintain a National Provider Identifier (NPI) as required for participation in clinical systems and credentialing processes.

4.3 Residents must maintain required AHA certifications (e.g., BLS) and Program-required pediatric certifications (e.g., PALS/NRP) as specified by the Program.

5. Educational Allowances and Professional Development

5.1 Educational allowance: Residents receive an educational allowance of PL-1 \$500, PL-2-3 \$1,200 per academic year, administered under Institutional/Program procedures.

5.2 Step 3 reimbursement: USMLE/COMLEX Step 3 reimbursement is provided consistently with institutional/program. Individuals passing the exam on the first try are eligible for exam fee reimbursement separate from their educational stipend. Exam fees from subsequent attempts may be reimbursed from the available educational stipend if a passing score is obtained.

5.3 Required educational activities: Residents are expected to attend required didactics, conferences, simulation activities, and other educational sessions as defined by the Program; failure to meet educational participation expectations may result in remediation consistent with Program policy.

6. Meals

6.1 Meal allowance: Residents in good professional standing receive a meal allowance of \$70 per week for on-duty cafeteria meals. The allowance is not provided during away electives, out-of-town conferences, or vacation. Resident lounge food access may be available when the cafeteria is closed, subject to Program rules.

7. Absence from Duty, Vacation Scheduling, and Documentation

7.1 All absences must be formally requested and approved in advance in accordance with the Residency Program's procedures and the Institutional Vacation and Leaves of Absence Policy. Unplanned absences must be communicated as soon as possible to the chief resident(s) and supervising service in accordance with Program procedure.

7.2 Approved leave must be documented through the institutional leave administrator process and recorded in New Innovations as required by institutional/program procedure.[12]

8. Moonlighting (Pediatric Residency Specific)

8.1 PL-1 residents may not moonlight. For PL-2 and PL-3 residents, moonlighting requires written Program Director approval and must comply with institutional policy and ACGME requirements.[11]

9. Program Completion and Board Eligibility

9.1 The Program will provide residents with information about Program completion requirements and the impact of leave or other training interruptions on board eligibility, consistent with ACGME requirements and Program procedures.[14]

ENDNOTES (ACGME requirement numbers included)

[1] ACGME Institutional Requirements 4.3 (written agreement of appointment/contract).

[2] ACGME Institutional Requirements 4.3.a.2 (duration of appointment).

[3] ACGME Institutional Requirements 4.3.a.1 (responsibilities).

[4] ACGME Institutional Requirements 4.3.a.3 (financial support).

[5] ACGME Institutional Requirements 4.3.a (contract must contain or reference required items).

[6] ACGME Institutional Requirements 4.4.a (notice of intent) and 4.4.b (due process).

[7] ACGME Institutional Requirements 4.7 (health insurance) and 4.7.b (disability insurance) (plan documents control).

[8] ACGME Institutional Requirements 4.7.a and 4.7.b.1 (interim coverage information if eligibility does not begin day 1).

[9] ACGME Institutional Requirements 4.6, 4.6.a, 4.6.b (liability coverage; documentation; notice of substantial change).

[10] ACGME Institutional Requirements 4.11 (work hours oversight).

[11] ACGME Institutional Requirements 4.11.a.1–4.11.a.4 (moonlighting policy elements).

[12] ACGME Institutional Requirements 4.8 (leave policy consistent with law) and 4.8.f (policy available for review at all times).

[13] ACGME Institutional Requirements 4.8.a–4.8.d (six weeks; 100% salary; one additional paid week; benefits continuation).

[14] ACGME Institutional Requirements 4.8.g and 4.3.a.10–4.3.a.11 (timely notice; board eligibility information; impact of leave).

[15] ACGME Institutional Requirements 4.3.a.4 (conditions for reappointment/promotion).

[16] ACGME Institutional Requirements 4.5 (grievances) and 4.4.b (due process).

[17] ACGME Institutional Requirements 4.15.a–4.15.b (program reduction/closure).

Sample Contract

Trainee Recruitment, Eligibility, Selection, and Promotion Criteria Policy

Akron Children's Hospital's Graduate Medical Education adheres to ACGME guidelines regarding eligibility and selection of candidates and promotion of trainees and requires each ACGME-accredited program to maintain a policy that determines the criteria for promotion and renewal for trainees. Akron Children's Hospital does not discriminate based on race, color, religion, national origin, gender, sexual preference, marital status, disability, political affiliation, veteran's status, or age.

Recruitment, Eligibility and Selection (IV.B)

Programs recruit and accept applications through all appropriate specialty-specific or program-specific means, such as via ERAS (Electronic Residency Application Service) and related systems. Applicants selected for interviews by each Program Director must meet these eligibility criteria:

1. The candidate fulfills current ACGME eligibility criteria [for ACGME-accredited programs] or other accrediting-body criteria if the program is accredited. If not accredited, the candidate will fulfill reasonable criteria for similar programs.
2. The application materials and interview process indicate that the candidate demonstrates the appropriate preparedness, ability, aptitude, academic credentials, communication skills, motivation, and integrity.
3. Candidates at the PL-2 level or higher have passed the USMLE/COMLEX Step III examination.

Benefits and Conditions of Appointment (IV.B.3)

Candidates who are invited for an interview are informed, in writing or by electronic means, of the terms, conditions and benefits of appointment to the program, if the candidate were to be appointed. Candidates in ACGME accredited programs are provided with a sample contract. The information, in a Trainee Benefits Summary, includes financial support; vacations; medical, parental and caregiver leaves of absence; and professional liability, hospitalization, health, disability and other insurance accessible to trainees and their eligible dependents.

Agreement of Appointment (IV.C)

Upon appointment, Akron Children's Hospital provides all trainees with a written agreement outlining the terms and conditions of their appointment and including all the information required by the ACGME. The Graduate Medical Education Committee monitors the implementation of these terms and conditions and reviews them annually.

Promotion (IV.D.)

All residency and fellowship contracts shall be for a period not to exceed one year and may be renewed annually by the Program Director based on each program's criteria for promotion.

Offers of renewal of contracts are generated during the second half of each academic year, but the timing may vary if a trainee is out-of-sync with the cycle. Due to the fact that these offers are generated in advance of the conclusion of the academic year, each offer of renewal of contract is issued contingent upon the trainee's satisfactory completion of the current academic year. In the event a trainee is dismissed at any time during the academic year or if for any reason a trainee fails to satisfactorily complete the academic year, any previously issued offer of renewal of contract shall be considered null and void.

In the event a decision is made not to offer a renewal of contract to a trainee or not to promote to the next graduate level, the trainee will be advised of such decision in writing by the Program Director at least 4 months prior to the end of the contract. If the primary reason(s) for the non-renewal or non-promotion occur(s) within the 4 months prior to the end of the contract, the Program Director must provide the trainee with as much written notice as the circumstances will reasonably allow, prior to the end of the current contract. Non-promotion includes any extension of training in the final year of the program.

The trainee may appeal a non-renewal of contract or non-promotion as outlined in the Trainee Due Process Policy

Clinical and Educational Work Hours and Moonlighting Policy

Akron Children's Hospital provides trainees with a sound academic and clinical education that is carefully planned and balanced regarding patient safety and resident well-being. Limits are placed on duty hours to foster high-quality education and to promote institutional oversight. Faculty and trainees collectively have responsibility for the safety and welfare of patients. Each program must ensure that the learning objectives of the program are not compromised by excessive reliance on trainees to fulfill service obligations. Duty hour standards for all programs will remain in compliance with ACGME requirements and will be evaluated at least annually to assure continued compliance.

1. **Duty hours definition:** Duty hours, or Clinical Experience and Education, are defined as all clinical and academic activities related to the training program, i.e., patient care (both inpatient and outpatient), administrative duties related to patient care, the provision for transfer of patient care, time spent in-house during call activities, on-call time at home when on the phone with patients or regarding patients and when documenting such calls in the electronic medical record, and scheduled academic activities such as conferences. Duty hours do not include time away from the clinical campus that is spent in reading/studying, analyzing research data, or preparing for conferences.
2. **Maximum hours of work per week and maximum duty period length:** Duty hours must be limited to 80 hours per week, averaged over a four-week period, inclusive of all in-house call activities, all at-home call activities that count toward the 80-hour limit, and all moonlighting.

- a. Scheduled duty periods must not exceed 24 hours in duration. Up to 4 hours of additional time may be used for activities related to patient safety, such as providing effective transitions of care, or for trainee education.
 - b. Programs must encourage trainees to use alertness management strategies in the context of patient care responsibilities.
 - c. It is essential for patient safety and resident education that effective transitions in care occur. After handing off all clinical responsibilities, trainees may elect to remain on-site or to return to the clinical site, in rare circumstances, in order to provide care to a severely ill or unstable patient, to provide humanistic attention to the needs of a patient or family, or to attend a unique educational event.
 - d. If a trainee is at risk of violating duty hours, the trainee is responsible for informing their immediate supervisor promptly (senior resident or supervising attending) so a violation can be prevented. If the trainee is not relieved of their duties by their supervisor, the trainee must contact the chief resident on call immediately or speak with their Program Director. For residents, the chief resident on call will discuss the duty hour issue with the resident's supervisor and devise a plan that will prevent a duty hour violation from occurring. If the resident fails to inform the chief resident that the duty hour violation was about to occur, this will be considered a violation of professionalism and will be addressed by the Program Director.
 - e. Akron Children's Hospital employees make a conscious effort to produce schedules that are not in violation of ACGME duty hour requirements, however, a 24-hour reporting structure is available electronically if you should feel the need to report a suspected violation. The link for feedback is:
https://www.akronchildrens.org/cgi-bin/queue/collect.pl?form_id=9
3. Mandatory time free of duty: Trainees must have at least one full (24-hour) day out of seven free of all educational and clinical patient care duties, averaged over four weeks, inclusive of call. One day is defined as one continuous 24-hour period free from all clinical, education, and administrative responsibilities.
 - a. Trainees should have a minimum rest period of 8 hours free of duty between scheduled in-house duty periods and must have at least 14 hours free of duty after 24 hours of in-house duty.
 4. Moonlighting: Moonlighting must not be required of trainees. Moonlighting must not interfere with the ability of the trainee to achieve the goals and objectives of the educational program nor interfere with the trainee's fitness for work nor compromise patient safety. Each program will monitor the effect of moonlighting activities on a trainee's performance; if moonlighting is having an adverse effect, permission to moonlight may be revoked by the Program Director.
 - a. PL-1 residents are not permitted to moonlight.
 - b. Trainees holding J-1 visas are not permitted to moonlight.
 - c. Trainees must be in good academic/professional standing and have written approval by the Program Director for moonlighting privileges.
 - d. Pediatric residents (PL-2 and PL-3) are only permitted to do internal moonlighting.

- e. Pediatric residents are only permitted to moonlight after completion of that rotation.
 - f. Moonlighting may only be performed when the resident is on a non-inpatient rotation.
 - g. All time spent by trainees in Internal and External Moonlighting (as defined in the ACGME Glossary of Terms) must be counted towards the 80-hour maximum weekly hour limit.
5. Maximum In-house On-call Frequency: In-house call will be scheduled no more frequently than every third night (when averaged over a four-week period).
6. At-Home Call: Time spent on patient care activities by trainees on at-home call must count toward the 80-hour maximum weekly limit (see Definition of Duty Hours above). The frequency of at-home call is not subject to the every-third-night limitation but must satisfy the requirement for one-day-in-seven free of duty, when averaged over four weeks.
- a. At-home call must not be so frequent or taxing as to preclude rest or reasonable personal time for each trainee.
 - b. Trainees are permitted to return to the hospital while on at-home call to provide care for new or established patients or may participate in patient care via phone calls or documentation of such phone calls when at home. Each episode of this type of care, while it must be included in the 80-hour weekly maximum, will not initiate a new “off-duty period”.

Trainee Grievance Policy

Explanation: It is the intent of Akron Children’s Hospital’s Graduate Medical Education team, and its physician training programs (residency and fellowships) to provide an outstanding education in the best possible educational environment for each trainee. Part of our commitment to this goal is to address and resolve trainee concerns in a fair and unbiased manner.

A grievance is any dispute or controversy about the interpretation or application of the trainee’s contract or any policy or practice of the GME program, Akron Children’s Hospital, any employee or representative thereof, or any other individual associated with the GME program.

All trainees are encouraged to share grievances with your Program Director. If you wish to share something without being identified, you have several options including: notifying your resident or fellow representative, who will take your concern forward; attending the Resident and Fellow Forum, at which no program administrators or directors are present; contacting the ombudsman (hospital chaplain Matthew Tweddle); or contacting the hospital Compliance Officer (see hospital website for confidential contact info). If a grievance is unable to be satisfactorily resolved using these channels, the grievance should be escalated to the level of a formal grievance using the following process.

Formal Grievance Process:

1. The trainee will submit the grievance to the Program Director in writing. The Program Director will notify the Director of Medical Education and the Designated Institutional Official that a formal grievance has been received. In the event that the trainee has a grievance with the Program Director, the trainee may submit the grievance to the Director of Medical Education or the Designated Institutional Official and the Director of Medical Education or the Designated Official will take the actions described.
2. If no satisfaction results after discussion with the Program Director, the trainee may present his/her grievance in written form to the Department Chair who will resolve the issue, if possible.

If no satisfaction results after discussion with the Department Chair, the trainee may present his/her grievance in written form to the Director of Medical Education who will meet with the trainee and make a final decision.

Trainee Due Process Policy

It is the intention of Akron Children's Hospital that each Program shall afford its physician trainees the right to due process throughout the course of their training. Ensuring that each trainee is afforded due process shall be the responsibility of the Graduate Medical Education Committee and delegated to each Department Chair. Of primary concern is that within each Program, each trainee shall be treated equally as to method of evaluation and circumstance of disciplinary action.

The Due Process procedure may be used for trainee disputation of suspension, non-renewal, non-promotion, or dismissal.

When a Program has determined through the evaluative mechanism that suspension, non-renewal, non-promotion, or dismissal of a trainee is warranted, the trainee shall be notified in writing by the Program Director as to the action taken and the reasons, thereof. The notice may be delivered in person, in writing, (with both the trainee and the Program Director signing the form) or may be sent to the trainee via certified mail, return receipt requested.

When a trainee wishes to contest a suspension, non-renewal, non-promotion or dismissal, the following appeal process must be followed:

1. Within 10 business days of receiving notice of suspension, non-renewal, non-promotion or dismissal, the trainee must provide a written request for a Due Process Hearing to the Chair of the Graduate Medical Education Committee (GMEC).
 - a. The request may be sent by the trainee via certified mail, return receipt requested, or by email (provided that the email is acknowledged as received by the Chair of the GMEC).
 - b. The failure to request such a hearing within the specified time shall be deemed a waiver of the trainee's right to such a hearing and to any appellate review to which the trainee might otherwise have been entitled.

- c. The written request, with supporting documentation, must contain the basis for the appeal which the trainee wishes the Due Process Hearing Panel to consider.
 - d. Throughout the course of the appeal process, the action taken against the trainee shall remain in effect. In the case of dismissal, termination shall occur consistent with either waiver or completion of the appeal process. If a dismissal is appealed, the trainee shall be suspended from duty throughout the course of the appeal process. The trainee may resume clinical practice only if recommended in writing by the Hearing Panel.
 2. Within 10 business days of receipt of the written request, the Chair of the GMEC, or designee, will notify the trainee (via email, with verification of receipt by the trainee, or via certified mail, return receipt requested) of the date of the Due Process Hearing. The Due Process Hearing will be scheduled to occur no more than 20 business days from the date of receipt of the written request for the hearing.
 - a. The Due Process Hearing Panel will consist of the Chair of the GMEC (also Chair of the Panel) or designee, a Department Chair of another department not involved in the dispute, and the Chief Medical Officer or designee. In the event that one or another of the panel members should be precluded from serving because of departmental affiliation or inability to attend for just cause, substitutions may be made via majority vote of the Graduate Medical Education Committee.
 - b. Prior to the hearing, the Hearing Panel will review the written request for the hearing provided by the trainee and may ask for, and review, written documentation from the trainee's Program Director regarding the dispute.
 - c. All members of the Hearing Panel must be present when the hearing takes place, and no members may vote by proxy.
 - d. At the hearing, the trainee will present in oral and/or written form his or her basis for the appeal and any supporting information. The trainee may be accompanied by a teaching faculty member of Akron Children's Hospital Medical Staff of his/her choice. Failure to appear at the hearing without good cause shall be deemed a waiver of the right to appeal.
 - e. The Program Director will then present in oral and/or written form the particulars of the basis for the action taken and his or her rebuttal of the trainee's appeal.
 - f. The Panel may ask clarifying questions of the trainee and the Program Director.
 - g. The trainee will have an opportunity for a final rebuttal after the Program Director's presentation.
 - h. All proceedings of the hearing shall be recorded, the means of recording to be at the discretion of the panel Chair. All documents introduced as part of the hearing shall be appended to the record of the hearing. Neither side may be represented by legal counsel at the hearing.
 3. After the conclusion of the hearing, the Hearing Panel will review, discuss and rule on the merits of the trainee's appeal. The Hearing Panel will notify the parties in writing of its decision within five business days of the hearing date. The decision of the Panel shall be final.

4. The Medical Staff bylaws are not applicable and no appeal through the Medical Staff is possible.

Trainee Vacation and Leave of Absence Policy

Explanation: In order for a graduate of an accredited program to be eligible for certifying examination(s), such as those administered by the American Board of Pediatrics, for example, the trainee must have satisfactorily completed the requirements of the program, including the number of weeks/months at each training level and the number and type of training experiences. It is important that trainees recognize that a leave of absence may extend the length of their training, given the program requirements for successful completion of training. The leave of absence may also affect the trainee's eligibility to participate in examinations given by the relevant certifying Board(s). We recommend that you discuss all leaves of absence with your Program Director to determine the effect on your length of training and your eligibility to take your Board exam. In addition, we strongly recommend that you talk with Human Resources personnel regarding your leave of absence with regard to payment, FMLA (Family Medical Leave Act), Short Term Disability, and any other applicable issues.

Policy: Physician trainees at the PL-1 through PL-6 level receive 3 weeks (or 15 customary working days) of paid vacation per academic year of training. Trainees may be eligible for Family Medical Leave Act, maternity or paternity leave, military leave, or other leaves of absence in accordance with applicable hospital policies and federal law. [See the specific hospital policies for details.] The Graduate Medical Education Program of Akron Children's Hospital will inform trainees at least annually, via the House Staff Policies and Procedures Manual, that a leave of absence may affect their length of training based on the requirements for successful completion of accredited programs and that a leave of absence may affect their eligibility to participate in examinations given by the relevant certifying Board(s). The American Board of Pediatrics allows trainees up to six weeks for 2-year programs and eight weeks for 3-year programs without extending graduation date. *The absence must be due to parental, medical or caregiver leave; the trainee deemed competent by PD and CCC; all requirements met except for elective or research time and fellows must meet their scholarly activity requirement.*

ACGME Resident/Fellow Paid Leave

PURPOSE:

It is the policy of Akron Children's Hospital to comply with all applicable laws and to operate in accordance with Accreditation Council for Graduate Medical Education (ACGME) guidelines.

Residents and Fellows in an accredited ACGME residency or fellowship may qualify for paid time for purposes of parental, caregiver, and medical leave.

POLICY:

This policy applies only to Residents and Fellows in an accredited ACGME residency or fellowship. Eligibility under this leave policy will begin on the first day of employment.

ACGME Residents and Fellows are eligible for a maximum of six (6) weeks of paid leave, based on budgeted hours, once during training for purposes of parental, caregiver, and medical leave. The ACGME requirement of one (1) reserved week of paid time off, outside the six (6) weeks of leave provided by this program, is met by the standard vacation program.

ACGME Resident/Fellow Paid Leave applies to the following situations:

- Parental Leave – Time to bond with and to care for an employee’s child within the first twelve (12) months after the date of birth or placement of a child with the employee for adoption.
- Caregiver Leave – Time to care for a family member with a serious health condition. Family members include spouse, child, or parent.
- Medical Leave – Time off work due to a disabling illness or injury.

To qualify, situations must meet the requirements of the Family and Medical Leave Act (FMLA), with the exception of the minimum hours worked requirement. Adequate documentation must be provided to the designated leave administrator to support an approved ACGME Resident/Fellow Paid Leave. Leaves approved under this ACGME Resident/Fellow Paid Leave will be paid at 100% of your base salary and may not be taken in less than one (1) week increments.

PROCEDURE:

The steps below must be followed for a Resident or Fellow to be granted an approved leave of absence under this program.

1. Notify their supervisor. If the need for leave is anticipated, as much advance notice as possible should be given.
2. Employees must contact Lincoln Financial, our contracted leave administrator, to request ACGME Resident/Fellow Paid Leave by calling 800-216-5023 or log on to mylincolnportal.com. The leave administrator will request information to process the leave request and provide applicable certification form(s) for completion. As directed by the leave administrator, employees requesting leave under this program will be required to provide a completed certification form from a health care provider to support the leave request. For new parent bonding leaves, the employee must provide proof of birth such as birth certificate or hospital certificate of birth.
3. Completed certification forms will be reviewed by the administrator. The administrator will provide written notice of approval or denial of the request. The denial notice will include instructions and timeline allowed for an appeal.

ACGME Resident/Fellow Paid Leave while on FMLA. Although FMLA leaves are unpaid, such leave will run concurrently with any period of paid benefits, including ACGME Resident/Fellow Paid Leave.

ACGME Resident/Fellow Paid Leave with Short Term Disability. When an ACGME Resident or Fellow's personal medical situation qualifies under Short Term Disability, the time off under Short Term Disability, including recovery for childbirth, will be counted concurrently against the maximum of six (6) weeks of leave available under this program. For example, if an employee has an approved Short Term Disability claim, leave time available under the ACGME Resident/Fellow Paid Leave will be reduced at the same time.

Employee Benefits During ACGME Resident/Fellow Paid Leave During the approved leave under this program, the employee's participation in employee benefit plans shall continue, subject to the terms of the benefit documents. Contributions toward employee benefit programs will continue to be deducted.