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NEGOTIATED AGREEMENT

TO

THE MAD RIVER LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION

FROM

THE OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES

AND IT'S LOCAL #342

July 1, 2013 – June 30, 2015

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1.00 PREAMBLE

The Mad River Local Schools, hereinafter referred to as the "Board" and the Ohio Association of Public School Employees, AFSCME, AFL-CIO, hereinafter referred to as the "Association," on behalf of its Local #342, do hereby agree that the welfare of the children of the Mad River Local Schools is paramount in the operation of the schools and will be promoted by the parties. The parties therefore, enter into this Agreement as hereinafter set forth, based on their respective obligations and liabilities.

Because of the above, it is understood and agreed that:

A. The Superintendent and his staff have the responsibility for implementing the policies established by the Board.

B. The Board and the Association subscribe to the principle that differences shall be resolved through negotiations and/or the grievance procedure without interruption to the school program.

This Agreement supersedes any and all previous agreements between the parties hereto and is a final and complete agreement of all negotiated items that are in effect through the term of said Agreement.

1.01 RECOGNITION

The Board hereby recognizes the Association as the sole and exclusive bargaining agent for the bargaining unit herein defined for the duration of this Agreement.

The bargaining unit shall consist of regularly employed full-time and short-hour employees assigned to the classifications listed below:

Food Service Assistant Manager
Assistant Head Custodian - Secondary/Middle School
Bus Driver
Food Service - Class I
Food Service - Class II
Craftsman
Custodian - Day
Custodian - Night
Dining Aide
Food Truck Driver
Food Service Manager
Head Custodian - Elementary School
Head Custodian - Secondary/Middle School
Library Aide
Mechanic

Mechanic Helper
Messenger
Para-Professional Aide
Base Aide
Secretary - Class I
Secretary - Class II
Secretary - Class III
Secretary - Class IV
Specialist for Hearing Impaired
Transportation Aide
Utility Leader
Utility Worker
Warehouse Person/Food Truck Driver

All employees whose classification is not listed above shall be excluded from the bargaining unit. In addition, those classifications which, on the effective date of this Agreement, are represented by other established bargaining units, confidential, management, supervisory, professional, guard and substitute employees shall be excluded from the bargaining unit.

When a new, regular non-teaching position or job classification is established by the Board having a sufficient community of interest with the job classifications set forth herein, such newly established position or job classification shall be included in the bargaining unit. Disputes regarding inclusion or exclusion in the bargaining unit of any such position or job classification shall be subject to the grievance procedure by presentation of the grievance to Step III.

1.02 ASSOCIATION RIGHTS

On or before September 1 of each school year, the Board will provide the Union President with the names and addresses of bargaining unit members.

Upon request, the Board will provide the Union President with the names and addresses, job classification, and building assignment of newly-hired bargaining unit members.

The Association will be accorded the following privileges:

A. Use of designated bulletin boards, including head custodial rooms, kitchen and main bulletin boards, for posting non-political notices of official Association business in each building with the location and space designated by the building administrator. Each designate bulletin board will be used exclusively for OAPSE information;

B. One copy of the Board meeting agenda;

C. Use of school buildings the same as any organization in accordance with established Board policy;

D. Reasonable use of the Administration Building's copying equipment by the Association's President or his/her designee at the rate established by the Administration. Reasonableness as used herein shall be determined by the Superintendent.

For the purpose of this Section, "political" refers to issues and candidates other than internal Association politics.

The Association will represent all employees in the recognized unit without regard to race, color, creed, sex, age, handicap, or national origin.

In the interest of furthering employee-employer relations, a joint Labor/Management Committee will convene from time to time for the purpose of discussing areas of mutual concern. Members of the Committee will be released from their duties to attend such meetings.

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

1.03 MANAGEMENT RIGHTS

Except to the extent expressly modified by a specific provision of this Agreement, the Board, on its behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred and vested in it by the laws of the State of Ohio and/or the United States, as such rights existed prior to the execution of this or any other agreement, including the management and control of the school properties, facilities, disciplinary rules and regulations, athletic and recreational programs, designation of management authorities, the duties and responsibilities of employees, the selection, direction, transfer, promotion, demotion, or non-renewal of employees or the discipline or dismissal of all personnel, except that discipline during the term of a contract shall only be for just cause.

2.00 PAYROLL DEDUCTIONS

A. Payroll periods are established on a semi-monthly basis. When a pay day falls on a holiday, the pay will be made on the preceding day. Pay checks will be made available no later than the end of the normal work day on payday, except when a calamity day falls on a payday, checks will be available on the next normal working day. Classified employees hired after July 1, 2006 will participate in the Direct Deposit Program with the financial institution(s) (if reasonably possible) selected by the employee.

B. Deductions shall be made for unauthorized absences, federal, state and local taxes required by law, and the employee's share of the retirement contribution. Deductions may be made upon written request of the employee for hospital insurance, credit union, tax sheltered annuities as approved by the treasurer, union dues, P.E.O.P.L.E., income protection, uniforms, and United Way. Deductions for union dues and P.E.O.P.L.E. will be made in twenty-four (24) equal installments starting in September and once deducted all monies shall be forwarded to the State Association with a list of all employees for whom deductions have been made.

C. The Association will indemnify and save the Board harmless from any and all claims arising out of dues deductions by the Board in reliance upon authorizations presented by the Association.

D. If an employee is overpaid, the employee is responsible for repayment. If an employee is underpaid due to employer error, the Board will manually calculate net pay and issue payment within three (3) business days from the date of notification of the correct adjustment by the appropriate supervisor. In the event further adjustment is necessary, the adjustment will appear on the next regular paycheck.

E. Members must maintain membership with the Ohio Association of Public School Employees Local 342 and deduction level for P.E.O.P.L.E. during the duration of the contract.

If an employee wishes to withdraw from the union and/or drop/modify the P.E.O.P.L.E. deduction at the conclusion of the contract, he/she must submit a letter stating such intent to the Treasurer of the school system within the last month of the expiration date of the contract.

Payment for dues of employees who withdraw from OAPSE will terminate at the end of the current month.

3.00 UNION LEAVE

A. Association officers and/or delegates shall be granted six (6) days of paid release time per school year to attend conventions, meetings, and conferences. Additional reasons for Association Leave will be by agreement of the Superintendent. Requests for said leave shall be submitted in writing to the Director of Human Resources at least three (3) days in advance. Absence for Association Leave will not be counted against the attendance incentive.

B. The Board may conduct training for classified employees scheduled to work on the classified in-service day designated on the school calendar. Representatives of the Administration and Association will decide on the program for such in-service day. Employees who are required to attend the District Association meeting on such in-service day may be excused from attendance on the in-service day and allowed to attend the District Association meeting. If no school is scheduled on the Annual Western District Day, an employee may use a personal day in accordance with the provisions of Section 15.04, with permission of the Director of Human Resources.

4.00 NEGOTIATION PROCEDURE

A good faith negotiation means to negotiate with the view of reaching an agreement, if possible, but does not compel either party to agree to a proposal or require the making of concessions.

When the Board and Association representative reach agreement on all negotiations matters, such agreement shall be submitted first to the Association for ratification and, if ratified, then to the Board ~~of~~ for ratification.

If an impasse exists between the parties in their efforts to reach a new collective bargaining agreement, either party may seek and/or join in the effort, and send a joint request to the Federal Mediation and Conciliation Service for assignment of a mediator to assist the parties in reaching an agreement. This shall be the sole method of resolution.

5.00 GRIEVANCE PROCEDURE

A “grievance” is defined as any question or controversy between any employee or the Association with the Board involving the interpretation, application of compliance or noncompliance with the provisions of this Agreement; provided,

however:

B. The specific administrative agency relief of a quasi-judicial nature is provided for by the statutes of the State of Ohio or the United States for review or redress of a specific matter (such as Workers' Compensation, Unemployment Compensation, EEOC, Civil Rights Commission), such matter may not be made the subject of a grievance and may not be processed as such.

C. Any action by the Board or any recommendation of the Superintendent to non-renew the employment contract of any employee with the Board may not be made the subject of a grievance and may not be processed as such.

D. Any disciplinary action to reprimand, suspend without pay, demote or terminate the employment contract of an employee may be appealed through the provisions of the grievance procedure. This appeal remedy shall be the exclusive appeal remedy for such actions, and shall be in lieu of the provisions of Section 3319.081, O.R.C.

5.01 INFORMAL PROCEDURE (STEP I)

The aggrieved employee shall discuss the grievance with the Supervisor who is directly concerned within fifteen (15) working days of the event or condition upon which the alleged grievance is based or with reasonable diligence should have been known to exist by the grievant.

5.02 FORMAL PROCEDURE (STEP II)

If a satisfactory solution is not effected, the grievant may present a written grievance on the forms provided by the Principal or immediate Supervisor within ten (10) working days after the informal discussion. The Principal or immediate Supervisor, within ten (10) working days of receipt of the grievance, may conduct an investigation of the grievance, and provide a written reply to the grievance.

5.03 STEP III

If a satisfactory solution is not affected at Step II, the grievant shall, within ten (10) working days, present the grievance on the forms provided to the Superintendent. An informal hearing on the grievance shall be scheduled, and the Superintendent or his/her designee, within ten (10) workings days of the hearing, shall reply to the grievance. Except for a group or class grievance, an employee grievant must personally appear and testify at the hearing at Step III in order to appeal to Step IV.

5.04 STEP IV

In the event the grievance is not satisfactorily resolved at Step III, the grievant, OAPSE President, OAPSE Field Representative or Superintendent/Designee will request grievance mediation through the Federal Mediation and Conciliation Service (FMCS) within ten (10) calendar days after receiving the Step III decision. The mediator will be asked to establish a date within thirty (30) days of receiving the request for mediation. Each party will be responsible for the fees and expenses of its representative.

The mediator shall not have the power to ignore, add to, subtract from or modify the negotiated agreement, and the mediator may consider only the specific language of this agreement. Only grievances as defined herein shall be subject to grievance mediation.

5.05 ARBITRATION (STEP IV)

A. Arbitration must be requested by the Association in writing to the Superintendent within ten (10) working days after Step IV answer was or should have been given; otherwise, the matter shall be considered terminated on the basis of the last answer given. The Superintendent and Association representative shall jointly request the American Arbitration Association to provide the parties with a list of arbitrators from which the parties can select an arbitrator, using the Voluntary Rules of Selection promulgated by the American Arbitration Association.

B. In the event it is claimed by the Administration that any matter filed as a grievance is not a grievance as defined under the definition, such dispute may be appealed to arbitration with the arbitrator having the authority only to rule on the arbitrability of the dispute prior to convening a hearing on the merits of the dispute.

C. The Board and the Association shall equally share the fees and expenses of the arbitrator and any expenses incidental to the arbitration proceeding. Each, however, shall be responsible for any additional expense incurred, including fees and expenses of its representative.

D. Neither party will be permitted to assert in any arbitration proceeding any ground or to rely on any evidence that has not been fully disclosed to the other party prior to the time the Superintendent (or his/her designee) issues a decision at Step III, unless such information could not reasonably be expected to have been known.

In addition, in appeals from discipline imposed by the Board, neither party

will be permitted to assert in any arbitration proceeding any ground or to rely on any evidence that has not been fully disclosed to the other party prior to the time the Board issues its decision to impose discipline, unless such information could not reasonably be expected to have been known.

A party who offers such new information shall fully disclose the information to the other party at the earliest date known.

E. Unless contrary to law, the decision of the arbitrator shall be final and binding upon the Board, the Association, and any employee involved.

F. The arbitrator shall not have the power to add to, subtract from, or modify the terms of this Agreement and shall only have the authority to interpret the provisions of this Agreement as the same relate to the specific grievance appealed to arbitration. No arbitrator may issue an award which is contrary to the Board's power to adopt budgets, establish funds or allocate resources to funds pursuant to Chapter 5705 of the Ohio Revised Code.

5.06 ADDITIONAL INFORMATION WITH RESPECT TO PROCESSING GRIEVANCES:

A. A grievance may be withdrawn at any level without prejudice.

B. All records dealing with the processing of grievances shall be filed separately from the personnel files of the participants.

C. If the employee does not abide by the time limits set forth, he/she forfeits the right to continue to the next step of the grievance procedure. If the Administration does not abide by the time limits set forth, the employee filing the grievance in Steps I through III, or the Association in Step IV may proceed to the next step.

D. There will be no reprisals taken against any participant in the grievance procedure by reason of such participation.

E. Mutually agreed informal meetings between the representatives of the parties may be held during the time between steps in an effort to affect a satisfactory resolution to the problem.

F. The time limits and steps set forth herein may be extended or waived by the mutual written agreement of the parties and the parties may utilize Labor/Management Relations Committee in order to resolve the alleged grievance.

G. An employee may be represented at any stage of the grievance procedure by an Association representative.

H. A Group or Class grievance involving two or more similarly situated employees may be filed by the Association commencing at Step II of the grievance procedure.

I. An employee who does not personally appear and testify before the Board (when the Board imposes discipline), shall forfeit the right to appeal such discipline. If discipline is imposed by an administrator, the employee must personally appear and testify before that administrator in order to be able to appeal such discipline.

6.00 EMPLOYMENT - PERSONNEL PROCEDURES

The Board, upon recommendation of its Superintendent, will employ employees in the recognized unit in accordance with O.R.C. Sections 3319.081, 3319.082 and 3319.083.

The Director of Human Resources may in his/ her sole discretion, grant up to five (5) full years of service credit for salary placement purposes to any new employee based on the prior work experience of such employee performing the same or similar type of work as such employee will be performing in the Mad River Local School District. Unless granted the advance placement all new employees covered herein shall begin at the first step of the existing salary schedule. Employees shall progress one step each year on the salary schedule provided they served in a pay status one hundred twenty (120) days the preceding school year. A former non-certified employee may be reemployed at the same schedule step to which he/she was entitled at the time of his/her resignation, provided former employees who are reemployed after the Board approves a resignation shall have their seniority computed as the latest date of rehire.

Current salary schedule for classified personnel will be in the offices of Building Principal, Libraries, Maintenance, Food Service, and Transportation. Each classified employee shall receive a current copy of the negotiated Agreement at the time of initial employment. Each classified employee shall receive a current copy of the negotiated Agreement upon completion of negotiations and adoption by the Board.

In accordance with O.R.C. Section 3327.10, the Mad River Local Schools Board of Education provides for an annual physical examination for each bus driver to ascertain his/her physical fitness for such employment. Medical examination costs and the cost of the driver's license check that is required by State Law shall be provided to the employee without cost.

In the event an applicant for a position of employment with the Board is deemed otherwise qualified for the position, and the Board is prepared to hire said applicant, it is understood and agreed that said applicant is hired contingent on verification of an acceptable report from the Ohio Bureau of Criminal Identification and Investigation, and from the Federal Bureau of Investigation. It is further understood that said verifications of criminal records checks may not be available to the Board before the applicant is to be hired, and begins employment. During such waiting period, the affected employee shall receive all contractual rights contained within the Master Agreement. In the event verification of the employee's records check disqualify the employee for employment, the employee shall be deemed to be outside the bargaining unit, shall be terminated forthwith by the Board without further recourse, and the Association shall incur no further obligation to represent or defend such employee.

7.00 SENIORITY

7.01 SENIORITY DEFINED

E. System seniority shall be defined as the length of continuous employment by the employee with the Board as computed from the employee's most recent date of hire.

F. Job classification seniority shall be defined as the length of continuous employment by an employee in a particular job classification as computed from the employee's most recent date of entry into such job classification.

G. "Continuous employment" is that time period of unbroken continuous employment from the date of initial employment, or most recent reemployment after a break in continuous service, and shall include all time on sick leave, leave of absence (including military) approved by the Board and disability retirement up to five (5) years.

H. A break in continuous employment occurs upon resignation, retirement (other than the first five years due to disability), contract non-renewal for more than sixty-three (63) school days after the expiration of the contract) or termination, any suspension of contract, and/or failure to return to work upon the expiration of any leave of absence.

7.02 An Employee's seniority will be determined by the language as written in the contract in effect at the time of their hiring. New employees on original appointments shall have no seniority rights until completion of an initial six month period. Upon completion of the six month period, the seniority date shall be the

initial date of employment. Employees with system seniority who change classification shall not accumulate classification seniority in the new class until the completion of a six month period in the new position, but shall continue to retain seniority in their former job classification during this period. Upon successful completion of the six month period, the employee shall acquire seniority in the new job classification dating from the date of hire in the classification. Whenever a tie occurs between two or more employees in determining eligibility for lateral transfers, promotions or reduction in force, the following criteria shall be used as a tie-breaker:

A. First day of work;

B. Date of Board action;
C. Date of application;

D. Draw names from hat.

7.03 Neither system seniority nor job classification seniority is considered broken due to an approved leave of absence.

7.04 Neither system seniority nor job classification seniority will accrue during unpaid leaves of absence.

8.00 CONTRACTUAL HOURS

The normal contractual hours for regular full-time employees shall consist of six (6) hours to eight (8) hours of work, five (5) consecutive days per week.

Employees shall be required to accurately report all hours worked and shall be compensated for all hours worked. The scheduling of regular hours of work including lunch breaks is to be determined by department supervision. Employees may leave the school building for lunch periods with the prior approval of the Principal or his designee.

8.01 Employee Breaks

Full-time, twelve (12) month, eight (8) hour per day employees shall be entitled to an unpaid half hour lunch period per day.

Full-time, twelve (12) month, eight (8) hour per day employees are entitled to a fifteen (15) minute break during the first four (4) hours of work per day, and a fifteen (15) minute break during the second four (4) hours of work each day.

Employees who work five (5) or more but less than eight (8) hours daily, shall be entitled to one (1) thirty (30) minute duty free unpaid break daily.

Employees who work less than five (5) hours per day shall not be entitled to break time. Bus drivers and Bus Aides shall not be entitled to break time as defined in this Article.

Break times as outlined in this Article should, whenever possible, be arranged at the mutual convenience of the employee and the supervisor, however, the supervisor shall have the ultimate authority to control and direct all breaks.

Unless it is impracticable, employees are required to accurately report all breaks on the time cards provided by the Board. Breaks must be taken at the current work site.

Under no circumstances shall any employee be paid for any break time that he/she misses for any reason.

9.00 OVERTIME

Overtime will be paid at the rate of time and one-half (1 ½) for all hours worked Monday through Saturday and at double time rate for all hours worked on Sundays and holidays: (1) in excess of forty (40) hours in a paid status in any work week; or (2) except for field trips, in excess of eight (8) hours in a paid status in any work day; provided, however, there shall be no pyramiding of overtime premiums for the same hours. Field trip overtime is subject to the Fair Labor Standards Act.

Employees called in to work for emergencies (defined as other than normal activities) at a time disconnected from their normal work hours shall receive a minimum of two (2) hours per day for such call-in(s).

Compensatory time in lieu of cash for overtime work may be offered to hourly rate employees. The compensatory time received will be one and one-half hour of compensatory time for each hour of overtime worked in excess of forty hours per week, or overtime on Saturday. Two hours of compensatory time will be given for each hour of overtime worked on Sunday or a holiday.

Employees may earn up to sixteen (16) hours of compensatory time each month, and can accumulate no more than twenty (20) hours at one time. The use of compensatory time must be utilized by the end of the semester in which it was earned unless otherwise approved by the Supervisor. Employees must secure the approval of their immediate supervisor as to when the compensatory time would be taken. To the extent an employee's request for compensatory time off is disapproved, then he/she will be compensated at the applicable rate in the next pay period. Twelve month employees can use their 2nd semester comp time

until the beginning of the next school year.

Distribution of Overtime - Overtime or Extra work opportunities will be distributed on a seniority rotation basis starting with the most senior in the job classification and work-site that overtime or extra hours occur. At the beginning of the school year, a rotation list will be created and posted in the order of seniority and opportunities for extra work/overtime will be offered to the person at the top of the rotation list. A refusal counts as an opportunity worked. For an employee assigned to more than one building, their overtime rotation is assigned by the Supervisor to one (1) building.

9.01 CUSTODIAL OVERTIME

When it is determined to replace a custodial employee who is expected to be absent from work for five (5) days or less, such assignments shall be governed by the following regulations within that building:

A. Eight (8) hours of school building overtime will be assigned when a Custodian is absent from working a full shift. An exception will be made in elementary buildings when an evening program requires that the building remain open the full shift.

B The eight (8) overtime hours will be equally divided among all custodial employees assigned to the school building involved.

C. When the substitute custodian/ four (4) hour custodian list is exhausted, an annual list of voluntary custodians who would like to perform the extra-duty will be called. If a person on the voluntary custodian list is called and refuses a second consecutive time, they will be removed from the list. After 30 days employee may submit a written request to the Maintenance Supervisor to be put back on the list.

D. The position of a custodian who has been absent for more than five (5) days may be filled by a substitute.

9.02 SCHOOL ACTIVITY OVERTIME

School activity overtime will be handled in the following manner:

A. Head Custodian, Assistant Head Custodian, or Custodian will be assigned to work for a weekend or holiday activity that requires normal custodial duties and which requires that the facilities used for the activity are also used in the normal operation of the school. In the event that custodians

from a particular building cannot work, custodians from the other buildings will be called prior to substitutes. An annual list of voluntary custodians who would like to perform the extra-duty will be called. If a person on the voluntary custodian list is called and refuses a second consecutive time, they will be removed from the list. After 30 days employee may submit a written request to the Maintenance Supervisor to be put back on the list.

B. When extensive cleaning is required to restore the facility to normal school operation, the work will be assigned on a rotation basis to custodial personnel of that building. Twenty-four (24) hours or the previous day's notice will be given for this assignment unless an emergency exists.

C. The Head Custodian will maintain and post an overtime chart reflecting the rotation for his building each contract year.

D. A Custodian will be assigned when an activity or function in a building is open to the public.

E. In the secondary schools, when sporting events, banquets, and dances are scheduled, the Principal, Facilities Supervisor and Head Custodian shall consider this additional custodial work when evaluating the custodial requirements for that evening.

F. Should the activity require an adjustment in routine cleaning, authorization for overtime shall be given by the Facilities Supervisor. Authorization can be obtained before the activity, if possible. If there is disagreement, then consultation will be made with the Superintendent and the parties involved.

9.03 The rotation list will be on a continuous rotation basis. For the purpose of overtime/extra time, those employees in food service Class I and II will be considered one job classification. In the event of an emergency, the supervisor will fill the assignment on a first available basis.

10.00 CALAMITY DAYS

The Superintendent shall determine and declare school closings and/or delays due to public calamities such as epidemics, tornadoes, floods, ice conditions and snow storms. The Superintendent may declare closings and delays for one or more work shifts and/or for one or more buildings of the district, and shall determine when such closings and delays are over.

In the event the Superintendent declares school closings and/or delays for public calamity reasons, all maintenance, custodial and twelve (12) month secretarial

employees shall report for duty at the regular time unless otherwise notified by their immediate supervisor or the supervisor's designee.

All employees who are required to work in a building, and during a time that has been declared closed or delayed by the Superintendent due to such a calamity, shall earn (in addition to their calamity day pay) straight-time pay for all hours worked (up to eight (8) hours per day).

Employees shall be paid as if they had worked their regular hours for state approved calamity days. In the event the district exceeds the maximum number of state allowed calamity days, employees will be paid on the days/hours the employee actually works.

If twelve month employees are directed not to report to work, they will not lose their pay.

This will only be effective if the calamity day provision is passed by the Ohio Legislation.

Please also see Article 2A for pay check information.

The foregoing provisions are specifically intended to supplant Ohio Revised Code 3319.081 (G).

11.00 TRANSFERS

Definitions: For the purposes of interpreting this policy, the following definitions shall apply:

A. "Continuous Service" is that time period of unbroken continuous employment from the date of initial employment or most recent re-employment after a break in continuous service and shall include all time on sick leave, leave of absence (including military) approved by the Board and disability retirement up to five (5) years.

B. "Break in continuous service" shall mean a termination of continuous employment due to resignation, retirement for other than disability reasons, contract non-renewal (for more than sixty-three (63) school days after the expiration of the contract) or termination, or failure to return to work at the expiration of any leave of absence.

C. "Vacancy" shall mean an open position within a job classification resulting from Board action to terminate an employee, to accept the resignation of an employee, to promote an employee, or to create a new job classification. A vacancy is not created by job abolishment or a reduction

in force which results in an open position, or an open position resulting from a transfer to fill a vacancy beyond one for any initial opening.

D. Vacancies will be posted for five (5) work days.

11.01 VOLUNTARY TRANSFER

Voluntary Transfer: Notification of vacancies is to be given to the Association and to each building principal. The administration shall post such notification on the bulletin boards as follows: Head Custodial rooms, kitchens, and main bulletin boards.

A. Procedures: Employees wishing to be considered for another job classification which is posted for filling shall submit a letter of interest to the Director of Human Resources within five (5) working days from the posting indicating a desire for a transfer.

1. All properly qualified bargaining unit employees applying for a position will be interviewed and given first consideration as positions are filled.

   In the final selection process where a dispute arises over qualifications of a person not selected, the employee will bear the responsibility of documenting superior qualifications.

2. The notification of vacancy is to include job classification, hours, rate of pay, and required skills or duties.

3. In acting on requests for voluntary reassignment and/or transfer, the following criteria will be applied as listed below:

   a. Qualifications
   b. Training and experience
   c. Performance evaluation
   d. Seniority, if equal in a., b., and c.

4. Voluntary requests for transfer will not be honored during a reduction-in-force situation.

B. All requests for transfer must be initiated annually.

C. Employees who voluntarily change classification shall be placed at the pay level in the new classification which reflects the employee's years of service with the district as a non-teaching employee.

D. Employees requesting a transfer to another job classification must have served for an equivalency of one contract year in their current job classification. Exceptions to this practice will be considered by the Superintendent or his/her designee.

11.02 INVOLUNTARY TRANSFER

Involuntary Transfer: Transfers made for the convenience and necessity of the School District as interpreted and administered by the Superintendent shall proceed as follows after consideration of requests for voluntary transfer to the vacancy:

A. Notice of an involuntary transfer or reassignment will be given to employees as soon as practicable.

B. When an involuntary transfer or reassignment is necessary, an employee's experience, seniority, skill and ability will be considered in determining which employee is to be transferred or reassigned.

C. Before an involuntary transfer or reassignment is made, the employee may request a meeting with the Superintendent at which time the employee will be notified of the reasons for the transfer.

D. Involuntary transfer will be mandatory during a reduction-in-force situation.

E. Employees who involuntarily change classification shall be placed at the pay level in the new classification which reflects the employee's years of service with the district as a non-teaching employee.

12.00 REDUCTION IN FORCE

Suspension of contracts made necessary by reason of decreased pupil enrollment, economic factors, return to duty of regular employees after leaves of absence, or by reason of suspension of schools or territorial changes affecting the District shall proceed as follows:

A. DISPLACEMENT

1. The Superintendent shall recommend suspension of contracts to the Board of Education within each active job classification affected by giving first preference to employees on continuing contracts and second preference to employees who have greater seniority.

2. All employees with identical seniority and qualifications under this procedure shall be transferred, suspended and restored in accordance with administrative preference.

3. If an employee's job classification seniority permits, such employee(s) whose contract has been suspended shall be allowed to move to the same or a lower rated classification in the following successive manner:

   a. Fill an available vacancy in the same classification provided he/she is physically qualified for such position.

   b. Displace the least senior employee in the same classification provided he/she is physically qualified for such position.

   c. Displace the least senior employee in a classification last held under contract utilizing cumulative seniority provided he/she is physically qualified for such position and currently possesses any required certificates or licenses required for such position.

   d. If unable to displace another employee under b. or c. above, then utilizing in-series cumulative seniority to displace another employee in a lower rated classification whether or not such employee previously held such classification under contract if the lower rated classification is one of a series utilizing in-series cumulative seniority.

4. For the purpose of this section the job classification position in the respective series shall be as follows:

1	2
Secretary - Class IV	Head Custodian-Secondary/Middle School
Secretary - Class III	Head Custodian - Elementary School
Secretary - Class II	Asst. Head Custodian-Secondary/ Middle School
Secretary - Class I	
	*Custodian - Night
	*Custodian – Day

*Custodian-Night and Custodian-Day are to be considered as one (1) consolidated classification for bumping purposes.

3	4
Food Service Manager	Library Aide
Food Service Asst. Mgr	Paraprofessional Aide
Food Service - Class II	
Food Service - Class I	

5	6
Bus Driver	Craftsman
Transportation Aide	Utility
	Leader
	Warehouse Person/Food Truck Driver
	Utility Worker
	Messenger
	Food Truck Driver

7

Mechanic
Mechanic Helper

5. If any employee displaces another employee as a result of utilizing the procedure set forth herein, the displaced employee's contract will be suspended and he/she shall be permitted to exercise the rights of this section.

6. In the event an employee does not desire to take any classification to which he/she may be entitled to under any of the above subsections, he/she shall not be eligible for recall as is set forth in b. below.

7. Employees who change classification as a result of utilizing this procedure contained herein, shall be placed at the pay level in the new classification which reflects the employee's years of service with the Board as a non-teaching employee.

B. RECALL

1. Employees whose contracts have been suspended will have the right to restoration of their contracts in the reverse order of the suspensions of their contracts.

2. Such rights of restoration as to suspended limited contracts shall be for a period of twenty-four (24) calendar months after the effective date of suspension of the contract. Employees who wish restoration shall keep their current address on file with the Treasurer of the Board. Employees who do not respond to a restoration notice for five (5) school days or fifteen (15) calendar days (when school is not in session) after receipt of notice by restricted certified mail (or if such notice is returned undelivered) shall forfeit all rights of restoration.

13.00 EVALUATION

The purpose of the Performance Evaluation is to:

A. Ensure regular evaluation of each employee which shall be a matter of written record;

B. Upgrade employee performance;

C. Ensure that the supervisor and the employee review the job description for

possible updating and/or revision;

D. Establish a central file to be used in consideration of promotion, severance of employment, and transfer within the system;

Each employee shall receive a yearly performance evaluation during his/her first three (3) years of employment, and every three (3) years thereafter. More frequent evaluations may be held at the discretion of the supervisor.

Each evaluation shall be of a conference type with copies of the completed evaluation form routed to the Director of Human Resources and the employee.

The areas of responsibility for evaluation shall be as follows:

Employee Group	Supervisor or Principal
Head Custodian	Principal and Facilities Supervisor in consultation
Custodial Staff	Building Principal/Designee and Head Custodian in Consultation
Office Staff	Building Principal/Designee/Immediate Supervisor in Consultation where applicable
Library Aide	Building Principal
Food Service Manager	Principal and Food Service Supervisor
Mechanic and Helper	Transportation Supervisor
Transportation Staff	Transportation Supervisor
Facilities Staff	Facilities Supervisor
Food Service Supervisor	Paraprofessional Aide
Building Principal/Designee	

Written evaluation documentation will be submitted to the employee for review prior to its becoming part of the employee's record. The employee will have the opportunity to review the evaluation report with his/her principal, supervisor, or other designated administrative official and will be requested to sign the evaluation, indicating only that the conference has been held. Such signature shall not imply the agreement or disagreement with its content, only the he/she has read the evaluation report. The employee shall also have the opportunity to

reply to any evaluation in a written statement to be attached to the file copy of the evaluation.

If the employee has completed three (3) years of satisfactory performance, documented by at least two evaluations, following the placement of material in his/her personal file critical of his/her competence, character or manner, the employee may request that his/her files be reviewed. Said material will then be removed from the file if both parties agree that the material is no longer relevant to the employee's current performance.

Video Cameras. The purpose of the video camera is to protect the District/Staff in the event of liability issues. It is not intended for observation of classified employee performance and is not to be used for such purpose.

14.00 ABSENCE REPORTING

Employees are responsible to report their intention to be absent and/or tardy in advance and at a time set by the appropriate supervisor.

E. This report is to be made to the individual designated below:

Custodial Staff/Facilities Staff	Facilities Supervisor
Food Service Staff	Food Service Supervisor
Office Staff	Immediate Supervisor
Transportation Staff	Transportation Supervisor
Facilities Staff	Facilities Supervisor
Paraprofessional Aides	Building Principal
Dining Aide	Food Service Supervisor

F. When making the initial report, the date of return to work must be given. If unable to return as indicated, this fact must be reported on the day before scheduled to return.

G. In cases where it is impossible to indicate the date of return to work in advance, such date must be made known on the day prior to returning. If this is not done and a substitute has been engaged, the substitute will be permitted to work and the day deducted from the employee's wage.

H. Except where emergency situations cause a failure to report, the failure to report an absence as outlined above will result in a wage deduction for the time absent regardless of reason for absence.

I. Failure to report absences and/or tardiness may result in disciplinary action.

J. Permission to leave job before the normal quitting time may be granted by the building principal or immediate supervisor, provided such is necessary and a substitute is not needed. A principal or supervisor granting this type of request should so inform the Facilities Supervisor or Food Service Supervisor.

K. An employee who is not able to contact his/her supervisor shall contact the office of the Director of Human Resources to report the absence.

15.00 ACCUMULATION OF SICK LEAVE

All classified employees shall be entitled to one and one-fourth (1.25) days of sick leave per calendar month of completed service unless on unpaid leave of absence, or a total of fifteen (15) days per year. Unused sick leave may be accumulated up to 2,864 work hours.

New classified employees having exhausted all accumulated sick leave shall be advanced up to five (5) days of sick leave per twelve (12) month period. If any of the five (5) days of sick leave are used, they shall be deducted as earned, and no accumulation will result until such advanced and used days are repaid.

Other employees may request in writing to the Director of Human Resources an advancement of up to five (5) days of sick leave per twelve (12) month period. If any of the five (5) days of sick leave are used, they shall be deducted as earned and no accumulation will result until such advanced and used days are repaid.

Should said employee leave the district prior to accumulating the number of advanced sick leave days, the employee is obligated to pay the district for the actual advanced days on a per diem rate.

15.01 SICK LEAVE POLICY

Employees are entitled to utilize accumulated sick leave for absences as specified below:

A. For absence due to personal illness, pregnancy, recovery from childbirth, injury (other than one for which Workers' Compensation benefits are received), exposure to contagious disease which could be communicated to other employees or to students, and to illness, injury or death in the employee's immediate family which requires the care and attention of the employee. For purposes of this paragraph, the immediate family shall be defined as the employee's parent, step-parent, current spouse, current

parent-in-law, child, step-child, or relative who is a permanent resident of the employee's legal residence.

B. Five (5) days of sick leave shall be allowed on the occasion of the death or serious illness of an employee's near relative (which is the employee's grandparent, grandchild, brother, sister, brother or sister-in-law, or daughter or son-in-law).

C. One (1) day of sick leave shall be allowed on the occasion of the death of an employee's other relative (which is the employee's aunt, uncle, nephew, or niece).

D. Justification for the use of sick leave shall be submitted by the employee to the supervisor. If medical attention is required, the statement shall include the name of the physician and the date consulted. The Board reserves the right to request a physician's statement for use of sick leave for the day before or after a vacation. It is the responsibility of the employee to know who is in charge of administering his/her sick leave provisions as well as the procedures involved in claiming sick leave, as outlined in Section 15.00. Sick leave may be denied in the event proper procedures for making claim are not followed, including notification of the proper person by the specified time.

E. Sick leave may be used in increments of ¼, ½ and whole days. An employee that works split hours during the school day will take leave in hours during any shift/ single route. They must take their leave for the entire shift/ single route of the requested leave.

The Superintendent may allow exceptions to be made to the above described regulations. These shall be made only in rare circumstances and shall be for written reasons which shall be available to all personnel. Requests for exceptions must be made either some time before or the day following the absence.

15.02 TRANSFER OF SICK LEAVE

An employee who transfers from one public agency to another shall be credited with the unused balance of his/her accumulated sick leave up to the maximum number of days permitted in the public agency to which the employee transfers. To receive such credit, the new employee must present to the treasurer a certification from the preceding school or public agency in Ohio for which the employee most recently worked, stating the number of days of unused sick leave credited to that employee at the time of termination of contract.

15.03 SICK LEAVE BANK

In consideration of the respective rights, obligations and liabilities of the parties hereto, the sufficiency of which is hereby acknowledged, the Mad River Local School District (hereinafter "District") and the Ohio Association of Public School Employees Local #342 (hereinafter "Association") agree to the following Sick Leave Bank.

A. PURPOSE

To loan additional days of sick leave to classified employees who experience non-worker's compensation personal accidental injury, surgery, serious illness or complications arising from pregnancy or childbirth and have used all personal sick leave days as well as available sick leave days advances. These circumstances shall be of a prolonged nature, i. e. ten or more consecutive days of absence.

B. PROVISIONS OF ELIGIBILITY

1. All Mad River Local School District classified employees shall be eligible to be members of the sick leave bank.

2. After the start of each school year, all new classified employees will receive an intent form from the administration for the purpose of enrolling in the Sick Leave Bank. In addition, an open enrollment period will be made available to classified employees who are not members of the Sick Leave Bank. Initial membership will consist of one (1) non-refundable sick leave day to be designated by the classified employee to the Sick Leave Bank on such form between November 1 and December 1. At such time that the administration has received the classified employee's intent, it will be recorded and submitted to the Treasurer's Office. Each classified employee will receive a notice of receipt indicating his/her participation in the program. The donated sick leave day will be deducted the last payday of January.

3. Enrollment in the Sick Leave Bank shall be continuous from year to year until a member withdraws. Withdrawals are accepted only during an enrollment period and only upon written notice by the member to the Sick Leave Bank Committee (SBC) of his/her intent to withdraw.

4. If fifty (50) participants are not enrolled by the initial enrollment deadline of November 25th the bank will not be established for that school year (or) the District administration and association will consider a merger program with the Mad River Local Education Association to allow interested association members to participate.

C. SICK LEAVE BANK BOARD

1. Days contributed to Sick Leave Bank are non-refundable.

2. The donation of sick leave shall not reflect upon the donor's attendance record.

3. Loans will be limited to participating classified employees for use only in cases of classified employees, non-worker's compensation personal accidental injury, surgery, serious illness or complications arising from pregnancy or childbirth as determined by the Sick Leave Bank Board.

4. Applications for loans from the Sick Leave Bank must be made on the classified employee's Application for Sick Leave Bank Form. A physician's statement form is required with each application in order to be considered for a loan.

   A loan will be considered only after the classified employee has used all of his/her accumulated sick leave days, has used all possible advances of sick leave days and is not eligible for disability leave under the Ohio State Employees Retirement System (SERS).

D. SICK LEAVE BANK BOARD

1. The Sick Leave Loan Bank is to be regulated by a Board consisting of two (2) classified members to be selected by OAPSE, one of whom will be co-chairperson and two (2) administrators, one of whom will be the Director of Human Resources, who shall be co-chairperson, and the school district Treasurer. A physician may be asked to volunteer as an advisor of the Sick Leave Bank. One (1) classified member shall be appointed to a two (2) year term and one (1) to a three (3) year term.

2. The Sick Leave Bank Board shall review and approve or deny all applications to the Sick Leave Bank. The Sick Leave Bank Board shall also determine the necessity for additional contributions to the

Bank and shall notify Bank members of the need for said contributions.

3. The Sick Leave Bank Board shall be responsible for reporting data concerning the Sick Leave Bank to the Treasurer.

4. Decisions of the Sick Leave Bank Board are final.

5. The Sick Leave Bank Board shall review the operation of the Sick Leave Bank annually, and shall make recommendations, if necessary, for modifications of the plan to the OAPSE and Superintendent.

E. LOAN AND RE-PAYMENT PROCEDURES

1. Days allotted from the Sick Leave Bank will be paid at 100% of the member's daily rate of pay.

2. Allotments from the Sick Leave Bank Board shall commence on the first day of absence for which a member has no accumulated sick days or advanced days, and shall be renewed, upon request from the member and approval of the Sick Leave Bank Board.

3. Allotments from the Sick Leave Bank will be made only for absences under a member's normal contract. Allotments will not be made for absences in programs such as summer school, extended services, or any other part-time or second position held by a member with a full-time contract.

4. Days may not be received from the Bank for absences due to disabilities, which qualify the member for Workman's Compensation's personal benefits, unless the member has exhausted all such benefits and his/her own accumulated sick days.

5. A member may receive a maximum of fifteen (15) days per contract year and in no event may he/she receive more than thirty (30) days during his/her employment with the Mad River Local School District.

6. The receipt of days borrowed from the Sick Leave Bank will have a period of thirty (36) months from the month of the initial loan to repay the days borrowed. One third of the borrowed days must be repaid each year on the last paycheck of the month of the yearly anniversary of the loan.

In the event the recipient is unable to accrue the total number of required days owed to the Sick Leave Bank (1/3 total borrowed) at the end of each twelve (12) month period, the District will deduct from the last paycheck of the anniversary month the recipient's daily rate times the number of unaccrued days owed for that period.

Should the recipient leave the district prior to accumulating the number of days borrowed the recipient is obligated to pay the District for the unpaid borrowed days on the current per diem rate.

F. POLICY PROCEDURES

1. In consideration of the benefits of participating in the Sick Leave Bank, each applicant for membership in the Bank and for benefits from the Bank shall, as a condition to such application, agree in writing as follows:

   "I specifically acknowledge and agree that the granting of days from the Sick Leave Bank shall be the sole discretion of the Sick Leave Bank Board. All decisions of the Sick Leave Bank Board will be final and binding and not subject to grievance. I further agree to abide by such decision and to indemnify and hold harmless the Mad River Local School District, the Ohio Association of Public School Employees Local #342, the Sick Leave Bank Board, and all other agents for any loss they may sustain as a result of any claim or legal proceeding I may bring against any of them with respect to a decision made by any of them concerning this application."

2. Application for the Sick Leave Bank days must be made to the Director of Human Resources.

3. The Sick Leave Bank Board shall meet and render a decision within ten (10) days of receipt of request.

4. Unused requested days shall be returned to the Sick Leave Bank.

5. The Sick Leave Bank will begin with one (1) day from each contributing classified employee. When the fund is depleted below fifty (50) days, each participant will be assessed one (1) additional day. The Sick Leave Bank Board shall be responsible for notifying classified employees of each assessment period.

6. Extension of additional days may be applied for in the same manner as original application.

7. When a classified employee donates days to the Bank, he/she agrees to the above stated rules for administration of the Bank and agrees to abide by the stated rules.

8. All decisions of the Sick Leave Bank Board shall be final and binding, and not subject to the grievance/arbitration provisions of the existing collective agreement between the OAPSE and the Mad River Board of Education.

15.04 ASSAULT LEAVE

The Board may grant assault leave to an employee if such employee must be absent from assigned duties due to physical disability resulting from unprovoked assault, which occurs in the course of Board employment, and either 1) on school grounds, during school hours, or 2) where the employee is required to be in attendance at a school-sponsored function. Full pay status (days not charged to sick leave) under Assault Leave may be granted up to a maximum of thirty (30) days, beginning with the first day of absence.

Eligibility shall be determined by the Superintendent, and will be based on a written, signed statement on forms prescribed by the Board, which forms shall include, but not be limited to the following:

1. A statement of the nature of the disabling injury.

2. Date and time of the occurrence.

3. Identification of the individual(s) who caused the disabling injury, if known.

4. A full and complete statement of the facts and circumstances surrounding the assault.

5. A signed statement from a licensed physician describing the nature of the injury, and the expected period of absence from work.

6 The employee's statement indicating a willingness to participate and cooperate with the Board, to the degree possible, depending upon the severity of the disabling injury, if the Board decides to pursue legal action against the individual(s) involved in the assault.

An employee may not accumulate assault leave.

Payment for assault leave shall be at the applicant's current schedule rate of pay at the time of eligibility or at the rate of pay for which the applicant may become

eligible during the course of the leave period. All other benefits are to remain in full force and effect during the full period of the leave.

Payment of assault leave shall be discontinued:

A. At the expiration of the disability;

B. At the expiration of the assault leave, or

C. At the expiration of employment.

In the event of a disability in excess of fifteen (15) working days, the Board shall have the right to require the employee to submit to an examination by a physician of the Board's choice for the purpose of making a determination of continued eligibility for Assault Leave. If the decision of the Board's physician is contradictory to that of the employee's physician, then the Board may require a third opinion, again at the Board's expense. The decision of the third physician shall be binding on both the Board and the employee as related to the continuation or termination of Assault Leave.

Falsification of either a signed statement or a physician's certificate is reason for denial of assault leave and other disciplinary actions up to and including termination of employment.

15.05 PERSONAL LEAVE

Subject to the conditions set forth herein, all employees are eligible to receive up to three (3) non-cumulative days of personal leave each school year.

Such personal leave must be taken in one-half or whole day increments. An employee that works split hours during the school day will take leave in hours during any shift/ single route. They must take their leave for the entire shift/ single route of the requested leave. Personal leave must be taken for one of the following reasons:

A. Doctor, dental, or business appointment which can only be scheduled during the working hours;

B. Required court appearances as a litigant or witness;

C. Emergencies, natural or personal, for the employee;

D. Religious holiday requiring complete abstinence from work;

E. Death of a close friend;

F. A father or prospective father immediately before, at, or following the birth of a child;

G. Attendance at wedding or graduation of a member of the immediate family;

H. Attendance at ceremonies where a member of the immediate family is receiving an award or is a participant, or where the unit member attends an educational or extracurricular function directly related to a child in the immediate family.

I. One of the three (3) personal days may be used at the employee's discretion within the negotiated guidelines of why leave may not be taken.

Each day will be compensated at the employee's regular hourly rate of base compensation for the number of hours scheduled to work on the day taken off. Such payment will be exclusive of any applicable premium pay and such leave will be deemed as hours worked for purposes of calculating overtime payments.

Except in case of an emergency which prevents such, and employee must submit a prior written request and receive prior written authorization for use of a personal leave day. The request shall be submitted to the employee's Principal or Supervisor, as directed by the Director of Human Resources, who shall, in turn, indicate his/her approval or non-approval of the request.
In determining approval, the Principal or Supervisor shall consider the effect the absence would have on the efficient operation of the work regularly performed by the employee.

In the event two or more employees in any classification , school, or department submit on the same day a request for personal leave, which leave is to be used on the same day, and all such requests can not be accommodated, then in the event the Superintendent decides to grant personal leave, such decision shall be based upon greater seniority. Any additional personal leave days may be granted on an individual basis with prior approval of the Superintendent who shall consider each request on its individual merit.

Except for emergency reasons, personal leave may not be taken:

A. On the employee's last work day before or first work day after a holiday or vacation;

B. During the ten (10) calendar days immediately prior and the ten (10) calendar days immediately after the opening day of school of any school year.

C. For any unlawful purpose or to seek or perform gainful employment elsewhere.

Abuse of personal leave may constitute just cause for disciplinary action.

15.06 LEAVE OF ABSENCE WITHOUT PAY

A. Subject to the approval of the Superintendent and the Board, employees who have completed one (1) or more years of service in the Mad River Schools may be granted the following levels of absence without pay. Request for such leave shall be submitted to the Superintendent in writing. Failure to complete the terms for which leave was requested shall be grounds for termination of leave and/or contract. Said employee shall be returned to the same position that he/she held at the time said leave commenced, if available, if not, to an equivalent position for which he/she is qualified. Leave shall be for up to one (1) year with the exact amount of leave coordinated with FMLA Leave under Section 15.05(B), such that the amount of leave granted under this Article shall be equal to the difference between 52 weeks and the number of weeks of FMLA Leave the employee has taken during the twelve-month period described in Section 15.05(B)(1). An additional year of leave may be granted upon proper application and subject to the approval of the Superintendent and the Board.

Notification of intention to resume active status or to extend leave shall be given in writing to the Director of Human Resources no later than April 30 of the calendar year in which the active status would resume. All such leaves shall terminate as of June 30.

1. Personal Illness: Request for such leave must be accompanied by a statement from the attending physician which states the nature of the illness and recommendation that such leave be granted.

2. Emergency Leave: For illness in the immediate family.

3. Adoption of a Child: Employees may request leave of absence for the adoption of a child. The adopting parent will notify the building principal/supervisor and Director of Human Resources as soon as the date of adoption has be definitely determined. The adopting parent will indicate the date custody shall take place.

B. The Board and employees shall have whatever rights, duties, discretion, and responsibilities as are set forth in the Family & Medical Leave Act of 1993 (29 U.S.C. Sec. 2601, et seq.) as is or may be amended ("FMLA"), and in accordance with the following provisions of this section.

1. For purposes of determining the “12-month period” in which an eligible employee is entitled to twelve (12) weeks of leave, said 12-month period shall be a “rolling” 12-month period measured backward from the date an employee uses any FMLA leave (except that such measure shall not extend back before August 5, 1993.)

2. An employee who takes FMLA leave and who wishes to continue participating in group insurance programs must state such intention along with his/her written request for leave of absence. Such an employee may continue to participate in the Board’s group insurance program provided the employee pays his/her share of the premium for such insurance programs in advance and not later than the beginning of such FMLA leave. Upon expiration of FMLA leave, the employee may continue dental and/or hospital insurance by making payments in accordance with COBRA regulations; to continue to be enrolled in the life insurance plan, the employee must pay the entire premium each month.

3. An employee who is on FMLA leave due to his/her own serious health condition which made the employee unable to perform his/her duties may not return to work without furnishing a certificate from the employee’s health care provider that the employee is able to resume work.

4. An employee on FMLA leave shall, at not less than 14-day intervals, report to the Human Resource Office the employee’s status, and intent to return to work.

5. Upon expiration of FMLA leave, the employee shall be assigned to the same position held before taking the leave, if the position is available; if not, the employee will be assigned to a similar position. An employee who does not return to work upon the expiration of FMLA leave shall have his/her employment terminated.

6. Whenever an employee is required to provide a certificate from a health care provider, the form attached hereto as ADDENDUM A shall be used.

C. The following leaves of absence may be granted provided not more than two percent (2%) of the total classified staff shall be on leave for the following reasons:

1. Political Leave: An employee has the right to become a candidate for public office and to serve in the elective office unless this is

prohibited by law.

2. National and State Offices: An employee elected to a national or state office of a bona fide professional organization.

3. Peace Corps: Exchange teaching abroad or other assignments deemed of special value to the government or to the school system.

4. Professional Leave: For professional study designed to improve or broaden his/her skills so as to become a better employee.

5. Travel for self-improvement through travel abroad.

All of the above leaves are subject to the approval of the Superintendent and the Board and shall not be considered as a year worked for advancement on the salary schedule.

D. An employee may request a leave of absence of less than one year. Such request must be forwarded to the Superintendent of Schools not less than 30 working days prior to commencement of the leave. Such leaves are subject to the approval of the Superintendent and the Board.

15.07 Military Leave

A military leave of absence shall be granted in accordance with State and Federal laws, and the employee shall be returned to the same assignment held prior to leave if open.

15.08 Health Leave

A. An employee who, in the judgment of the administration or supervisor, is physically and/or mentally unable to perform all of the duties required of the employee may be placed on Health Leave by the Superintendent or his/her designee. Such inability to perform shall be subject to verification by competent medical authority, as described below.

B. Upon request by the Administration, and at the Board's expense, the employee shall present him/herself to a physician who is paid by the Board, for a physical or mental examination. The Administration may request such examination in conjunction with leaves under Sections 15.05 and this article of this contract and/or Section 3319.13 of the Ohio Revised Code. The employee may choose the physician to conduct such independent examination from any included in the "network" for the insurance plan described in Section 19.00; provided, however, that the employee may not choose a physician who has previously seen the

employee as a patient or who is a member of a medical group that has seen the employee as a patient. If the opinion of the employee's physician and the opinion of the Board-paid physician differ, then the Administration may require a third opinion, again at the Board's expense, from a third physician mutually agreed upon by the first two physicians. The third opinion shall be final and binding.

C. An employee who is deemed unable to perform the full duties required of the employee may be placed on unrequested leave of absence. In such case, the employee shall first be placed on any available sick leave, in accordance with Section 19.01. Once sick leave has been exhausted, the employee shall then be placed on FMLA leave under Section 15.05(B). All sick leave used by the employee shall be counted against the amount of FMLA leave an employee is entitled to receive under Section 15.05(B). Once FMLA leave has been exhausted, the employee shall be placed on unpaid leave of absence under Section 15.05(A). The employee may continue insurance in accordance with Section 15.05(B) and COBRA regulations.

15.09 Jury/Witness Duty Leave

Employees who serve as a juror shall be paid the difference between the court payment and their regular salary. Evidence of court payment must be remitted by the employee to the Treasurer before the end of the pay period in which the absence occurred or the pay period in which such monies are received, whichever is the later. Adherence to this regulation will result in no loss of salary. If this regulation is not followed, the absence will be deemed a non-paid leave of absence, and any overpayment to the employee may be withheld from the employee's next paycheck.

Any employee subpoenaed as a witness in a court where neither they nor the Board are parties shall be paid the difference between the court payment and his/her regular salary. Evidence of the subpoena and payment shall be presented to the Treasurer.

Employees receiving summons for jury duty must present the summons to their supervisor within forty-eight (48) hours of receipt. Vital service employees may be excused from service, and the Board reserves the right to request the employee to or itself to make the request to be excused.

16.00 Holidays

A. Holidays granted by the Board shall be governed by O.R.C. Section 3319.097. The Director of Human Resources and an Association

Representative shall meet and mutually agree upon a school calendar for the observance of thirteen (13) holidays.

B. The following holidays shall be observed as days when all Mad River public schools and departments will be closed:

*New Year's Eve
New Year's Day
Martin Luther King Day
Presidents' Day
Memorial Day
*Independence Day
Labor Day
**Thanksgiving Holiday (2)
*Christmas Eve
Christmas Day
Floater Holiday (2)

Twelve (12) month employees will receive all thirteen (13) of the listed holidays.

Eleven (11) month employees will receive twelve of the listed holidays (all except Independence Day - July 4).
Nine (9) and ten (10) month employees will receive nine of the listed holidays (all except those marked with an asterisk *).

C. Twelve (12) month employee will report to work per the holiday calendar that is mutually agreed upon by the OAPSE President and the Superintendent or his/her designee. Employees will receive compensation per their respective salary schedule. Employees who wish to be off on the actual day the holiday is celebrated may use other types of leave including the use of vacation leave.

** 11 and 12 month employees will not work on Thursday or Friday.
9 and 10 month employee will not work on Thursday.

17.00 Vacations

A. Eleven (11) and twelve (12) month employees are eligible for paid vacation in accordance with the following schedule. The following vacation schedule shall be based on continuous service, and may be used as it is accrued or earned in the current contract year and used in the next contract year. There shall be no accrual of vacation days when an employee is on a Board-approved leave of absence without pay. Vacation

leave may be used in increments of ¼, ½ and whole days

1 - 9 years	10 days vacation
10 - 14 years	15 days vacation – beginning with the 10th year Effective July 1st.
15 - 19 years	17 days vacation – beginning with the 15th year Effective July 1st.
20 years	20 days vacation – beginning with the 20th year Effective July 1st.

B. Incentive paid vacation time/pay: An employee who has been a regular employee for one full year and who actually works a certain minimum number of days (based upon their total scheduled work days), shall earn additional vacation time (if an 11 or 12 month employee), or additional pay (if less than an 11 month employee), as set forth below in the following schedule:

1. 260-contract day employees will receive five (5) additional days (40 hours maximum) of paid vacation if they miss seven (7) or less days which includes sick, personal, FMLA, and/or deduct.

2. 240-contract day employees will receive five (5) additional days (40 hours maximum) of paid vacation if they miss six (6) or less days which includes sick, personal, FMLA, and/or deduct.

3. 214/204-contract day employees will receive a bonus equal to four (4) days (32 hours maximum) of pay if they miss six (6) or less days which includes sick, personal, FMLA, and/or deduct.

4. 189-contract day employees will receive a bonus equal to three (3) days (24 hours maximum) of pay if they miss five (5) or less days which includes sick, personal, FMLA, and/or deduct.

C. No person transferred from a less-than-eleven-month position to an eleven-month (or more) position shall receive service credit toward vacation eligibility for such time such person(s) were employed in a less-than-eleven-month position.

D. Vacation time is not cumulative from one contract year to the next, and may be carried over only upon administrative approval.

E. Persons eligible for vacation may request vacation leave at any time during the year, subject to approval from their supervisor and the Superintendent. When vacation requests are in conflict, the supervisor shall grant the vacation request to the employee making the earlier request.

F. If an employee requests to work during his/her vacation, and an emergency exists, he/she may work and receive both his/her vacation pay and normal pay.

G. In case of death of a non-teaching school employee, the unused vacation leave, shall be paid to the surviving spouse or other dependent.

18.00 Life Insurance

All employees whose work week is less than twenty-five (25) hours per week will be issued upon application and approval by the insurer, a $25,000.00 term life insurance policy paid for the Board of Education. All employees whose work week is twenty-five (25) hours or more will receive a $50,000.00 policy.

19.00 Medical Insurance

The carriers of the medical insurance shall be at the choice of the Board. The Board will pay 88% of such premium for each full-time employee.

For the 2013-2014 school year, the Board's medical insurance plan will be the United Health Care "Plus" (Addendum B)

Beginning with 2014-2015 school year, other health plans may be offered in addition to the United Health Care "Plus" plan.

Employees working less than full-time shall receive the percentage of the Board contribution for a full-time employee as set forth below:

Scheduled Work Hours per Week	Employee Contribution
30 hours	12%
25 to less than 30 hours	23%
15 to less than 25 hours	57%
1 to less than 15 hours	72%

An employee hired after July 1, 1990 must work a minimum of 25 hours to qualify for medical insurance. The percentage of the employee contribution will be calculated according to the schedule listed above.

The employee's share of the monthly premium must be paid by the employee in order for the employee to be eligible for the Board's share of the monthly premium. When both spouses are employees of the Board, they shall be enrolled for a family plan or two (2) single plans. The Board's contribution will be paid for eligible employees except for:

A. Employees of the Board who have coverage elsewhere other than individually purchased coverage or coverage for their dependents only under survivor benefits; or

B. An employee whose spouse has coverage for themselves and/or their dependents at their place of employment or other coverage other than individually purchased coverage.

For those employees excepted under A or B above, said employees are eligible to receive coverage under one of the options of insurance by contributing and additional $20.00 per month in addition to the employee contributions set forth above. An employee excepted under A or B above who loses coverage shall, on the next premium due date, become eligible for the regular Board contribution and/or re-enrollment in the Board plan where applicable, subject only to the restrictions of the Board's insurance carrier. The Board will grant a waiver of the $20.00 per month for circumstances where mandatory insurance coverage is required under A and B above. The employee must submit written documentation from the employer/organization identifying the same.

The carriers of the medical insurance shall be at the choice of the Board, provided that any change in carriers will not lessen the coverage's set forth above, so long as such coverage's are made available by the insurance industry. The Union shall be notified of any changes thirty (30) days prior to the effective date of any policy change.

The Board shall maintain a "125 Plan" (as authorized by Section 125 of the Revenue Act of 1978).

20.00 <u>Dental Insurance</u>

The Board will pay all but $3.00 per month toward the cost of the Dental Insurance Plan for full-time classified employees covered hereunder in

accordance with the benefits set forth in the Board's master agreement with the

insurance carrier. Such plan shall be available to said employees who enroll in the plan in accordance with the procedures established by the carrier and have the above contribution paid toward such coverage.

The carriers of the Dental Insurance (including self-insurance) shall be at the choice of the Board provided that any change in carriers will not lessen the coverage, so long as such coverage is made available by the insurance industry. OAPSE shall be notified of any change thirty (30) days prior to the effective date of any policy change.

An employee hired after July 1, 1990 must work a minimum of 25 hours to qualify for dental insurance.

Employee Contribution Scheduled Work Hours per Week	per Month
30 hours or more	$ 3.00
25 to less than 30 hours	$ 11.02
15 to less than 25 hours	$ 34.98
1 to less than 15 hours	$ 45.80

20.50 Vision Insurance

The Board will pay a share of the cost for full-time classified employees based on the following schedule.

The carriers of the Vision Insurance shall be at the choice of the Board provided that any change in carriers will not lessen the coverage, so long as such coverage is made available by the insurance industry. OAPSE shall be notified of any change thirty (30) days prior to the effective date of any policy change.

Scheduled Work Hours per Week	Employee Contribution
30 hours	50%
25 to less than 30 hours	61%
15 to less than 25 hours	95%
1 to less than 15 hours	100%

21.00 Mileage Allowance

Employees may not be required to use personal vehicles in the performance of their job duties unless their supervisor has prior written authorization from the

administration. In such use, the employee will be paid a mileage rate established by the Board equal to the IRS allowance, upon proper completion of the travel form.

22.00 School Calendar

A suggested calendar for the school year shall be established by a committee composed of teachers, classified employees, administrators and a Board member, and shall be established no later than March 1, and the calendar shall be presented to the Board for their action by the regularly scheduled May meeting. If a revision in the calendar is deemed necessary, the established committee shall propose changes and recommend these to the Board for action.

23.00 Transportation

23.01 Route Bidding

Routes will be initially established by the Transportation Supervisor, and may be modified and/or changed as the needs of the school district dictate.

A. All routes with estimated daily times will be posted two weeks prior to the first day of school and will remain posted for seven (7) consecutive calendar days.

B. Drivers and Transportation Aides using job classification seniority will bid a route one week prior to the first day of school.

C. Drivers absent may leave a preference card and designate no more than three choices of routes. Should those routes be unavailable, or if no card is received, the driver shall be assigned any available route by the Transportation Supervisor.

D. Thirty (30) days after Mad River Local Schools begin, all routes which have increased at least fifteen (15) minutes, except mid-day, will be rebid by Drivers and/or Transportation Aides. Buses will stay with original routes.

E. Drivers and Transportation Aides with equal job classification seniority will bid routes based upon Article 7.02 - Seniority.

F. If, after the rebid process (23.01(D), route time decreases by an accumulated total of forty-five (45) minutes (except mid-day), during the contract year, the Driver and/or Transportation Aide may elect to bump into another route within his/her classification by seniority. Any employee

displaced through this process will have the right to bump by seniority through his/her classification.

23.02 Vacancy

A vacancy is an open route which may result from a transfer, reclassification, resignation, retirement, termination, non-renewal, or the creation of a new position.

A. A vacancy will be bid using job classification seniority, by Drivers and/or Transportation Aides.

B. A driver who bids a vacant route accepts the bus assigned to the route.

C. Vacancies will be posted 5 days after board action.

23.03 Temporary Vacancy

A temporary vacancy, determined by the Transportation Supervisor, is an open route which may result from an employee being absent from work for a period of thirty (30) days or more. A Driver and/or Transportation Aide may only bid if he/she will gain an increase in hours worked.

A. A temporary vacancy will be bid using job classification seniority, by Drivers and/or Transportation Aides.

B. Once a Driver and/or Transportation Aide bids a temporary vacancy route, he/she forfeits the right to claim any portion of his/her last assigned route.

C. If the Driver and/or Transportation Aide who created the temporary vacancy returns, he/she will be able to reclaim his/her last assigned route. The Driver and/or Transportation Aide who bid the temporary vacancy will also be able to reclaim his/her last assigned route.

D. A Driver who bids a temporary vacancy route accepts the bus assigned to the route.

23.04 Additional Route Assignments

Additional route assignments will be given to Drivers and/or Transportation Aides rather than to substitutes. If two or more Drivers and/or Transportation Aides are available at the same time, the Driver and/or Transportation Aide with the most job classification seniority will be used.

Transportation Aides to be included only when deemed necessary.

23.05 Mid-day Routes

A. Mid-day routes will be bid by job classification seniority.

B. The back-up driver and/or Transportation Aide is provided the opportunity to be the main driver for the Mid-day route when the regular driver is removed from this position.

C. If the driver and/or Transportation Aide are absent the entire day, the Mid-day occurrence is not counted against them.

D. Backup drivers and/or Transportation Aides will keep Mid-day routes as a priority over field trips and other assignments for the day. Backup drivers and/or Transportation Aides will be removed from being a backup driver and/or Transportation Aides after the third (3rd) refusal in a contract year, when given a twenty-four (24) hour notice for each opportunity.

E. Drivers and transportation aides will receive a minimum of one hour's pay for running a mid-day route.

23.06 Field Trips and Athletic Trips

A. Field Trips shall be assigned to drivers on a rotation basis using job classification seniority. Regular routes are priority over field trips whenever substitutes are not available. If a regular driver takes a field trip, he/she will forfeit their single P.M. route to take a field trip if the field trip is scheduled to be 5 hours or longer.

If a field trip is scheduled to be less than 5 hours, a driver may not forfeit their regular route to take a field trip or sign up for field trips that start before the completion of their regular route.

The Board and OAPSE agree that the Athletic Director or Principal will establish the scheduled length and departure time of field trips as it pertains to this Section for the purpose of determining if a field trip is 5 hours or more.

B. A driver electing not to drive on the assigned trip will not be eligible for a trip until the next rotation.

C. Any field trip that becomes available less than twenty-four (24) hours from the trip departure time will be considered an emergency assignment. A separate rotation list by classification seniority will be used. If the field trip

becomes available less than 4 hours before the field trip is leaving on a school day, the transportation supervisor shall assign the field trip at his/her discretion.

D. In the event a field trip is canceled without prior notification being given to the driver and the driver shows up for the trip, such driver will be paid two (2) hours at their regular rate of pay.

E. Each posted field trip is a guaranteed two (2) hour minimum for the driver. Drivers would not stay on field trips that are within twenty-five (25) miles with the following exceptions:

1. Trips scheduled during regular school hours that are 4 hours or less, driver(s) will stay;

2. Trips scheduled on school days after hours, driver(s) will stay.

3. Trips scheduled on non-school days that are at bordering districts and/or the event is 5 hours or less, the driver will stay.

4. Trips that encounter inclement weather or possible safety needs may require transportation to remain during the event. If transportation is needed during an event, driver will stay.

A. Procedures for field trip and athletic trip assignments will be reviewed annually, by a committee comprised of Transportation Department OAPSE members and the Transportation Supervisor. This committee shall have no authority to supersede the written contract.

B. Transportation aides trained annually will accompany field trips for wheel chair restrained students that are transported outside the district. If a transportation aide is not available, a classroom aide trained annually in wheel chair restraints will accompany the students.

23.07 Commercial Driver's License and Recertification

The district will offer in-service training to assist current bus drivers with CDL recertification. Efforts will be made to offer such in-service at those non-working hours convenient to the employees and the district.

Participation in such in-service programs will be on a voluntary basis without compensation and subject to adequate sign-ups to warrant conducting the in-service program.

A. Internal Transfer

1. Other Open Positions. In the event a person currently employed as a driver in the district is not successful in acquiring the CDL recertification and is prohibited from driving, he/she will be offered the opportunity to transfer to another position in the district providing an opening exists and providing the employee is qualified to hold such position.

2. Bumping. Employee will not be permitted to displace employees in other positions.

3. Placement on Salary Schedule. The employee will be placed on the salary schedule of the new position held and at the appropriate step commensurate with the employee's years of service and experience in the district.

B. Unpaid Leave - Recall Provisions

1. Unpaid Leave. Employees declining transfers under Section (A) will be placed on an unpaid leave of absence for six (6) months and offered recall rights.

2. Recall Provisions. Employees will be provided recall rights for the six (6) months of the unpaid leave and will be recalled to open positions for which they are qualified in the inverse order of their being placed in the unpaid leave status. The determination as to whether an employee is qualified to fill a position will be determined solely by management.

   Recall rights shall be limited to the six (6) month period commencing on the day following the employee's last day of work.

   When a driving position becomes available, the vacancy will be bid using job classification seniority. The employee on the recall list will be allowed to use his/her job classification seniority in the bidding process.

3. Refusing Positions. An employee notified of recall to a position for which they are qualified may turn down the first offered position, allowing the district to offer said position to the next person on the recall list who is qualified to fill the position.

An employee who refuses the first recall will retain his/her position on the recall list.

If an employee refuses a second recall, the employee's name will be removed from the recall list.

C. Seniority

1. Seniority Terminated. Seniority shall be lost when an employee resigns, is terminated, or leaves the employ of the district due to exhaustion of recall rights or removal from the list.

2. Time spent on unpaid leave shall neither break nor add to seniority credit.

23.08 Safe Driver Recognition

The Board of Education will annually recognize bus drivers for outstanding driving records. To be recognized for this distinction, drivers must have experienced no moving violations or chargeable accidents within a contract year as determined by the Transportation Supervisor or law enforcement officials.

Drivers earning this recognition will receive an appropriate patch and jacket. The patch will be rewarded annually and the Board of Education will provide a $100.00 jacket allowance, one time in a five year period. For subsequent awards, drivers will have a choice of a jacket or $100.00 bonus. Payment will be made on the final pay in December.

23.09 Mechanics & Maintenance

A. Any specialty tool that must be used in conjunction with the duties of a mechanic and/or craftsman will be purchased, maintained, and inventoried by the district. Each specialty tool purchased by the district must have the pre-approval of the department supervisor. Upon inventory, any specialty tools owned by an employee remain as the property of the employee.
Each mechanic and craftsman will submit an inventory of personal tools used in their employment with the Mad River Local School District. The inventory is to be submitted annually to their supervisor on or prior to October 1. It is the responsibility of the employee to submit an updated inventory as needed.

Each newly hired mechanic and/or craftsman must submit a tool inventory to their supervisor within the first 30 days of employment.

Disputes that arise concerning the purchase of specialty tools shall be referred to the LMC for disposition.

B. Mechanics and Maintenance employees will be granted professional development leave to attend training programs to keep updated on new systems for buses, maintenance vehicles, and facilities with approval of supervisor.

23.10 Job Training - the compensation described below is applicable for non-required Professional Development (PD) outside the employee's regular hours. Required PD will be compensated at the employee's regular hourly rate. The Board recommends Professional Development for all employees. PD related to one's job classification offered by the District is open to all District employees. Employees will be paid their hourly rate not to exceed $14.00 per hour or $101.50 per day. PD is subject only to the Fair Labor Standards Act. PD cannot be used to advance an employee's hours beyond a forty (40) hour week.

24.00 Food Service

A. Full-time employees hired on or before October 7, 1993, who work five (5) or more hours per day, will be granted thirty (30) minutes per day for lunch, with pay and with food provided from the regular menu for that day without charge.

Full-time employees (other than Food Service Manager and Assistant Food Service Manager) hired after October 7, 1993, will be granted thirty (30) minutes per day for lunch, without pay, and food is at the employee's expense.

Food Service Manager and Assistant Food Service Managers, regardless of their date of hire, will be granted thirty (30) minutes per day for lunch, with pay and with food provided from the regular menu for that day without charge.

B. The Food Service Manager and Assistant Food Service Manager shall be entitled to reimbursement for necessary travel between the central kitchen and satellite kitchens. Reimbursement shall be made to the employee at the mileage rate established by the Board upon completion of the travel form and signed by the supervising authority.

C. Food service employees shall receive no less than their regular hourly rate when working at lunchroom banquets.

D. The Board of Education will pay, once approved by the Food Service

Supervisor, for the cost of registration of workshops attended by food service employees.

E. When a food service employee is assigned to replace an assistant and/or food service manager during a half shift or more absence, the employees replacing the assistant and/or food service manager shall be paid on the lowest step of the salary schedule that reflects a minimum increase of twenty-five cents ($ .25) per hour.

F. A uniform allowance of $85.00 for each year will be provided for employees working thirty (30) hours or more per week. Employees working 10-29 hours or more per week will receive $55.00 for each school year. Uniform allowance will be provided to negotiated positions for Food Service 1, Food Service 2, Food Service managers and assistant Food Service managers.

G. The following positions will comprise Food Service I:

Servers	Middle School Cashiers
Dishwashers	High School Cashiers
Kitchen Helpers	

The following positions will comprise Food Service II:

Elementary Cashiers
Food Preparation:
- Bakers
- Main Dish
- Fruit & Vegetable

25.00 <u>Custodial</u>

A. The High School Head Custodian and Day Custodian will arrange their lunch schedule with the building principal so that one person will normally not be interrupted during his/her lunch.

B. Effective July 1, 1995, the Administration may assign weekend building checks. Such checks will be paid at one and one-half (1 ½) times their hourly rate. On Sundays and holidays, the rate shall be double time. Building checks are not part of the overtime rotation. Head Custodian's job description includes responsibility of doing building checks. If the Head Custodian or Assistant Head Custodian is unable to perform the building check, the Facilities Supervisor will assign this responsibility. This will be on a rotating basis for each building for those qualified. A list of qualified people will be on file in the Facilities Supervisor's office.

Listed below are the maximum yearly hourly for building checks:

High School - 145 hours
Middle School - 116 hours
Elementary School - 58 hours

C. The employees shall be responsible to and receive assignments from their building principals. Nothing in this Agreement, however, shall be interpreted so as to permit any employee to disregard or violate any procedures or directives issued by the Facilities Supervisor. In cases of conflicting assignments, such conflicts shall be resolved by the building principal, or in his absence the Director of Human Resources.

D. Day Custodians will be placed on the night custodian pay scale during the summer cleaning days.

E. When the Assistant Head Custodian or a Custodian is assigned to replace the Head Custodian(s) during a half shift or more absence under normal circumstances, the employee replacing the Head Custodian or the Assistant Head Custodian shall be paid on the lowest step of the salary schedule that reflects a minimum increase of twenty-five cents ($ .25) per hour.

26.00 Retirement Severance Pay

All employees covered by O.R.C. Section 3319.141 shall, at the time of their retirement, receive pay for their unused sick leave as provided herein. At the time of retirement from active service defined as being eligible for service retirement and an application has been approved by the Ohio State Retirement System, an employee may make application to be paid in cash for one-fourth (1/4) of the value of his/her accrued but unused sick leave. Such payments shall be made to employees with ten (10) or more years of continuous service with the Board and shall be based on the employee's rate of pay at the time of retirement. Payments for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee. The maximum payment which may be made under this policy shall be for one-fourth of three hundred and twenty eight (328) days, not to exceed a total of 656 hours of severance pay.

In the event of the death of an active employee, covered hereunder, who would have met the SERS retirement qualifications, such employee shall be deemed to

have made application for severance pay, and/or to have terminated employment on the date immediately preceding the date of death. Payment of the severance pay shall be made to the employee's estate.

27.00 SERS Pickup Utilizing the Earning Reduction Method

The Board shall designate each employee's mandatory contributions to the State Employment Retirement System of Ohio as "picked up" by the Board as contemplated by Internal Revenue Service Revenue Rulings 77-464 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Board as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then-current percentage amount of the employee's mandatory State Employees Retirement System contribution which has been designated as "picked up" by the Board, and that the amount designated as "picked up" by the Board shall be included in computing final average earnings, provided that no employee's total earnings is increased by such "pick up," nor is the Board's total contribution to the State Employees Retirement System increased thereby.

A. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment. The pickup shall apply to all compensation thereafter.

B. The parties agree that, should the rules and regulations of the IRS or retirement system change making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions.

C. Payment for sick leave, personal leave and severance, including unemployment and workers' compensation, shall be based on the employee's daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of days scheduled to work).

D. Such earnings reduction shall not result in any earnings which may be less than any minimum earnings required under the State law. Should the reduction calculation result in an earning that is less than any minimum required under State law, a pro rate reduction shall result with the employee contributing that portion which falls below such minimum as may be required by State law.

E. It is understood that it is the responsibility of each individual employee to make necessary adjustment(s) in any other tax sheltered annuities he/she has in order to be in compliance with IRS laws and regulations.

F. The Board is not liable nor will it be held responsible for any related legal,

IRS, SERS, or any other agencies' penalties or decisions concerning this plan now or in the future.

G. The Association agrees to indemnify and save the Board harmless against any and all claims that shall arise out of or by reason of any action taken by the Board in compliance with provisions of the Article.

28.00 No Lockout/No Strike

A. It is agreed that during the life of this Agreement there shall be no lockout of employees covered under this Agreement by the Board, nor will the Association actively engage in a strike, work stoppage, slowdown or other interruption of public service.

B. Employees covered under this Agreement shall be encouraged under all circumstances to abide by the terms of the written agreement. The Association shall neither authorize nor ratify any action alluding to any such support of action not in accordance with the meaning of this Section.

C. If the Association has carried out the above obligations, the Association and its officers shall not be held liable for any action taken by individual members.

29.00 Terms of This Agreement

This is an Agreement by and between the Mad River Board of Education and Local #342 of the Ohio Association of Public School Employees.

The terms of this Agreement shall be binding throughout the life of this Agreement. Should any provision of this Agreement be declared illegal by a court of competent jurisdiction or by any law passed during the time this Agreement is in effect, such provision shall immediately be null and void, leaving the remainder of the Agreement in full force and effect.

Previously negotiated items of agreement for which new provisions are included herein become null and void upon the existence of this Agreement.

Acceptance of the Agreement precludes further negotiations of any issue until the time specifically provided in the negotiations procedure for resumption of formal negotiations. This Agreement does not preclude discussion regarding concerns expressed by personnel of participating parties of the negotiated Agreement.

The Board will print copies of the negotiated agreement using 8½" x 11" paper, in quantities requested by the parties. The total cost of producing and reproducing all copies shall be equally shared by the Board and the Association.

This agreement shall be effective upon ratification by OAPSE Local #342 and approval of the Mad River Board of Education, effective July 1, 2013 through June 30, 2015.

In year one (1) there will be a 3% base increase and resume steps. In year two (2) there will be a 1% base increase, resume steps and reclaim one (1) step. Reclaiming steps only applies to staff who missed steps in the previous contract.

Reopener for successor agreement: Either party to this agreement shall have the right to reopen negotiations for a successor agreement. To invoke such negotiations, the requesting party must give written notice of its intent to request such reopener to the other party during the period between the 240 to 150 days proceeding June 30, 2015.

HOURLY RATE SCHEDULE
EFFECTIVE JULY 1, 2013

3%

YEARS	CLERICAL CLASS I	CLERICAL CLASS II	CLERICAL CLASS III	CLERICAL CLASS IV	LIBRARY AIDE	PARA/TRANS AIDE	BASE AIDE	DAY CUSTODIAN	NIGHT CUSTODIAN	EL. HEAD CUSTODIAN	D TRUCK DRI ASST HD CUST	SEC. HEAD CUSTODIAN
	1	2	3	4	5	6	7	8	9	10	11	12
0	15.35	15.87	16.84	17.08	14.46	13.48	13.48	15.16	16.35	17.35	16.83	18.21
	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
1	15.95	16.49	17.50	17.75	15.03	14.01	14.01	15.76	17.00	18.03	17.49	18.93
	1.0393	1.0393	1.0393	1.0393	1.0393	1.0393	1.0393	1.0393	1.0393	1.0393	1.0393	1.0393
2	16.39	16.95	17.98	18.24	15.45	14.40	14.40	16.19	17.47	18.53	17.97	19.45
	1.0680	1.0680	1.0680	1.0680	1.0680	1.0680	1.0680	1.0680	1.0680	1.0680	1.0680	1.0680
3	16.87	17.44	18.51	18.77	15.90	14.82	14.82	16.66	17.97	19.06	18.49	20.01
	1.0990	1.0990	1.0990	1.0990	1.0990	1.0990	1.0990	1.0990	1.0990	1.0990	1.0990	1.0990
4	17.37	17.96	19.06	19.33	16.37	15.26	15.26	17.16	18.51	19.63	19.04	20.61
	1.1316	1.1316	1.1316	1.1316	1.1316	1.1316	1.1316	1.1316	1.1316	1.1316	1.1316	1.1316
5	17.90	18.50	19.63	19.91	16.86	15.72	15.72	17.67	19.06	20.22	19.62	21.23
	1.1658	1.1658	1.1658	1.1658	1.1658	1.1658	1.1658	1.1658	1.1658	1.1658	1.1658	1.1658
10	18.35	18.97	20.13	20.42	17.29	16.11	16.11	18.12	19.55	20.73	20.12	21.77
	1.1953	1.1953	1.1953	1.1953	1.1953	1.1953	1.1953	1.1953	1.1953	1.1953	1.1953	1.1953
15	18.81	19.45	20.64	20.94	17.73	16.52	16.52	18.58	20.04	21.26	20.63	22.32
	1.2256	1.2256	1.2256	1.2256	1.2256	1.2256	1.2256	1.2256	1.2256	1.2256	1.2256	1.2256
20	19.28	19.93	21.15	21.45	18.17	16.93	16.93	19.04	20.54	21.78	21.14	22.87
	1.2559	1.2559	1.2559	1.2559	1.2559	1.2559	1.2559	1.2559	1.2559	1.2559	1.2559	1.2559
27	19.72	20.38	21.63	21.94	18.58	17.32	17.32	19.47	21.00	22.28	21.61	23.39
	1.2844	1.2844	1.2844	1.2844	1.2844	1.2844	1.2844	1.2844	1.2844	1.2844	1.2844	1.2844

Field Trip Rate 16.79

YEARS	MECHANIC CRAFTSMAN	MN. UTIL WRKS/MSGR	MN. UTIL LEAD WAREHOUSE	TRANS. BUS DRIVER	MECH. HELPER	HEARING SPECIALIST	F.S. MGR	CENT KITCH MGR	FS ASST MGR	FS CLASSI	FS CLASS II
	13	14	15	16	17	18	19	20	21	22	23
0	23.72	17.70	18.17	17.64	13.60	22.02	16.81	17.57	14.52	11.85	12.43
	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
1	24.66	18.40	18.88	18.33	14.13	22.89	17.47	18.26	15.09	12.31	12.91
	1.0393	1.0393	1.0393	1.0393	1.0393	1.0393	1.0393	1.0393	1.0393	1.0393	1.0393
2	25.34	18.91	19.40	18.84	14.52	23.52	17.95	18.76	15.50	12.65	13.27
	1.0680	1.0680	1.0680	1.0680	1.0680	1.0680	1.0680	1.0680	1.0680	1.0680	1.0680
3	26.07	19.46	19.97	19.39	14.94	24.20	18.47	19.31	15.95	13.02	13.66
	1.0990	1.0990	1.0990	1.0990	1.0990	1.0990	1.0990	1.0990	1.0990	1.0990	1.0990
4	26.84	20.03	20.56	19.96	15.39	24.92	19.02	19.88	16.43	13.40	14.06
	1.1316	1.1316	1.1316	1.1316	1.1316	1.1316	1.1316	1.1316	1.1316	1.1316	1.1316
5	27.66	20.64	21.18	20.57	15.85	25.67	19.59	20.48	16.92	13.81	14.49
	1.1658	1.1658	1.1658	1.1658	1.1658	1.1658	1.1658	1.1658	1.1658	1.1658	1.1658
10	28.36	21.16	21.72	21.09	16.25	26.32	20.09	21.00	17.35	14.16	14.85
	1.1953	1.1953	1.1953	1.1953	1.1953	1.1953	1.1953	1.1953	1.1953	1.1953	1.1953
15	29.07	21.70	22.27	21.62	16.67	26.99	20.60	21.53	17.79	14.52	15.23
	1.2256	1.2256	1.2256	1.2256	1.2256	1.2256	1.2256	1.2256	1.2256	1.2256	1.2256
20	29.79	22.24	22.82	22.16	17.08	27.66	21.11	22.06	18.23	14.88	15.61
	1.2559	1.2559	1.2559	1.2559	1.2559	1.2559	1.2559	1.2559	1.2559	1.2559	1.2559
27	30.47	22.74	23.34	22.66	17.47	28.29	21.59	22.56	18.65	15.21	15.96
	1.2844	1.2844	1.2844	1.2844	1.2844	1.2844	1.2844	1.2844	1.2844	1.2844	1.2844

HOURLY RATE SCHEDULE
EFFECTIVE JULY 1, 2014

1%

YEARS	CLERICAL CLASS I	CLERICAL CLASS II	CLERICAL CLASS III	CLERICAL CLASS IV	LIBRARY AIDE	PARA/TRANS AIDE	BASE AIDE	DAY CUSTODIAN	NIGHT CUSTODIAN	EL. HEAD CUSTODIAN	D TRUCK DR ASST HD CUS	SEC. HEAD CUSTODIAN
	1	2	3	4	5	6	7	8	9	10	11	12
0	15.50	16.03	17.01	17.25	14.61	13.62	13.62	15.31	16.52	17.52	17.00	18.39
	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
1	16.11	16.66	17.68	17.93	15.18	14.15	14.15	15.91	17.17	18.21	17.66	19.12
	1.0393	1.0393	1.0393	1.0393	1.0393	1.0393	1.0393	1.0393	1.0393	1.0393	1.0393	1.0393
2	16.56	17.12	18.16	18.43	15.60	14.54	14.54	16.35	17.64	18.71	18.15	19.64
	1.0680	1.0680	1.0680	1.0680	1.0680	1.0680	1.0680	1.0680	1.0680	1.0680	1.0680	1.0680
3	17.04	17.61	18.69	18.96	16.05	14.96	14.96	16.83	18.15	19.25	18.68	20.21
	1.0990	1.0990	1.0990	1.0990	1.0990	1.0990	1.0990	1.0990	1.0990	1.0990	1.0990	1.0990
4	17.54	18.14	19.25	19.52	16.53	15.41	15.41	17.33	18.69	19.82	19.23	20.81
	1.1316	1.1316	1.1316	1.1316	1.1316	1.1316	1.1316	1.1316	1.1316	1.1316	1.1316	1.1316
5	18.07	18.68	19.83	20.11	17.03	15.87	15.87	17.85	19.26	20.42	19.82	21.44
	1.1658	1.1658	1.1658	1.1658	1.1658	1.1658	1.1658	1.1658	1.1658	1.1658	1.1658	1.1658
10	18.53	19.16	20.33	20.62	17.46	16.28	16.28	18.30	19.74	20.94	20.32	21.99
	1.1953	1.1953	1.1953	1.1953	1.1953	1.1953	1.1953	1.1953	1.1953	1.1953	1.1953	1.1953
15	19.00	19.64	20.84	21.15	17.90	16.69	16.69	18.77	20.24	21.47	20.83	22.54
	1.2256	1.2256	1.2256	1.2256	1.2256	1.2256	1.2256	1.2256	1.2256	1.2256	1.2256	1.2256
20	19.47	20.13	21.36	21.67	18.35	17.10	17.10	19.23	20.74	22.00	21.35	23.10
	1.2559	1.2559	1.2559	1.2559	1.2559	1.2559	1.2559	1.2559	1.2559	1.2559	1.2559	1.2559
27	19.91	20.58	21.84	22.16	18.76	17.49	17.49	19.67	21.21	22.50	21.83	23.63
	1.2844	1.2844	1.2844	1.2844	1.2844	1.2844	1.2844	1.2844	1.2844	1.2844	1.2844	1.2844

Field Trip Rate - 16.96

YEARS	MECHANIC CRAFTSMAN	MN. UTIL WRKS/MSGR	MN. UTIL LEAD WAREHOUSE	TRANS. BUS DRIVER	MECH. HELPER	HEARING SPECIALIST	F.S. MGR	CENT KITCH MGR	FS ASST MGR	FS CLASSI	FS CLASS II
	13	14	15	16	17	18	19	20	21	22	23
0	23.96	17.88	18.35	17.82	13.73	22.24	16.98	17.74	14.66	11.96	12.55
	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
1	24.90	18.58	19.07	18.52	14.27	23.12	17.64	18.44	15.24	12.43	13.04
	1.0393	1.0393	1.0393	1.0393	1.0393	1.0393	1.0393	1.0393	1.0393	1.0393	1.0393
2	25.59	19.10	19.60	19.03	14.67	23.76	18.13	18.95	15.66	12.78	13.40
	1.0680	1.0680	1.0680	1.0680	1.0680	1.0680	1.0680	1.0680	1.0680	1.0680	1.0680
3	26.33	19.65	20.17	19.58	15.09	24.45	18.66	19.50	16.11	13.15	13.79
	1.0990	1.0990	1.0990	1.0990	1.0990	1.0990	1.0990	1.0990	1.0990	1.0990	1.0990
4	27.11	20.24	20.77	20.16	15.54	25.17	19.21	20.08	16.59	13.54	14.20
	1.1316	1.1316	1.1316	1.1316	1.1316	1.1316	1.1316	1.1316	1.1316	1.1316	1.1316
5	27.93	20.85	21.39	20.77	16.01	25.93	19.79	20.69	17.09	13.95	14.63
	1.1658	1.1658	1.1658	1.1658	1.1658	1.1658	1.1658	1.1658	1.1658	1.1658	1.1658
10	28.64	21.37	21.94	21.30	16.42	26.59	20.29	21.21	17.53	14.30	15.00
	1.1953	1.1953	1.1953	1.1953	1.1953	1.1953	1.1953	1.1953	1.1953	1.1953	1.1953
15	29.37	21.92	22.49	21.84	16.83	27.26	20.81	21.75	17.97	14.66	15.38
	1.2256	1.2256	1.2256	1.2256	1.2256	1.2256	1.2256	1.2256	1.2256	1.2256	1.2256
20	30.09	22.46	23.05	22.38	17.25	27.94	21.32	22.28	18.41	15.03	15.76
	1.2559	1.2559	1.2559	1.2559	1.2559	1.2559	1.2559	1.2559	1.2559	1.2559	1.2559
27	30.77	22.97	23.57	22.89	17.64	28.57	21.80	22.79	18.83	15.37	16.12
	1.2844	1.2844	1.2844	1.2844	1.2844	1.2844	1.2844	1.2844	1.2844	1.2844	1.2844

ADDENDUM B
MAD RIVER LOCAL SCHOOLS
801 Old Harshman Road
Riverside, Ohio 45431

PERSONAL/EMERGENCY
LEAVE APPLICATION

Name:_____ Building:_____.

Date(s) Requested:_____.

One of the three (3) personal days may be used at the employee's discretion within the negotiated guidelines of why leave may not be taken.

__ I certify that this personal leave is being used for one (1) of the following reasons:

Doctor appointment which can only be schedule during working hours.

Dental appointment which can only be schedule during working hours.

Business appointment which can only be scheduled during the working hours

Required court appearances as a litigant or witness.

Emergencies, natural or personal, for the employee.

Religious holiday requiring complete abstinence from work.

Death of a close friend.

Father or prospective father immediately before, at, or following the birth of a child.

Attendance at wedding or graduation of a member of immediate family.

Attendance at ceremonies where a member of the immediate family is receiving an award or is a participant or where the unit member attends an educational or extra-curricular function directly related to a child in the immediate family.

___ If requesting the day before or day after a regularly scheduled holiday or vacation; during the ten (10) calendar days immediately prior and the ten (10) calendar days immediately after the opening of school of any school year; I certify that this day is being requested as a result of a natural or personal emergency.

Have you taken a day or days of leave this contract year per the negotiated agreement?

_____ NO _____ YES If Yes, give date(s)_____.

I understand that falsification of this application shall be cause for disciplinary action.

Date: _____ Employee Signature:_____

Official Grievance Form

Step_____

Name_____ **Classification**_____

Building/Department_____ **Today's Date:**_____

Directed To: **Administrator / Supervisor:**_____

Statement of Grievance:
List applicable violation: _____

_____

_____

_____

_____

Employee statement:_____

_____

_____

_____

_____

Remedy requested: _____

_____

_____

_____

_____

ARTICLE 1.01 The Board hereby recognizes the Association as the sole and exclusive bargaining agent for the bargaining unit herein defined for the duration of this agreement.

I authorize OAPSE local 342 as my representative to act for me in the disposition of this grievance.

Date:_____ **Signature of Employee**_____
All forms must be signed by the union representative handling the grievance:

Date:_____ **Signature of Union Representative**_____

Signature of Management Representative :_____
Date of Receipt :_____

(rev. 9/06)

UnitedHealthcare

Mad River Local Schools Choice Plus Plan

Coverage Period: 10/01/2013 – 09/30/2014

Summary of Benefits and Coverage: What This Plan Covers & What it Costs **Coverage for: Employee & Family** **Plan Type: PS1**

This is only a summary. If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at www.myuhc.com or by calling 1-866-633-2446.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	Network: **$0** Individual / **$0** Family Non-Network: **$150** Individual / **$300** Family Per calendar year. Does not apply to copays, prescription drugs, and services listed below as "No Charge".	You must pay all the costs up to the **deductible** amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the **deductible** starts over (usually, but not always, January 1st). See the Common Medical Events chart for how much you pay for covered services after you meet the **deductible**.
Are there other deductibles for specific services?	No. There are no other **deductibles**.	You don't have to meet **deductibles** for specific services, but see the Common Medical Events chart for other costs for services this plan covers.
Is there an out-of-pocket limit on my expenses?	Network: **$650** Individual / **$1,300** Family Non-Network: **$1,000** Individual / **$2,000** Family	The **out-of-pocket limit** is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in the out-of-pocket limit?	Premium, deductibles, prescription drugs, copays, balance-billed charges, health care this plan doesn't cover, and penalties for failure to obtain Pre-Notification for services.	Even though you pay these expenses, they don't count toward the **out-of-pocket limit**.
Is there an overall annual limit on what the plan pays?	No.	The Common Medical Events chart describes any limits on what the plan will pay for specific covered services, such as office visits.
Does this plan use a network of providers?	Yes, this plan uses network **providers**. If you use a non-network **provider** your cost may be more. For a list of network **providers**, see **www.myuhc.com** or call **1-866-633-2446** for a list of network **providers**.	If you use a network doctor or other health care **provider**, this plan will pay some or all of the costs of covered services. Be aware, your network doctor or hospital may use a non-network **provider** for some services. Plans use the term network, **preferred**, or participating for **providers** in their **network**. See the Common Medical Events chart for how this plan pays different kinds of **providers**.
Do I need a referral to see a specialist?	No. You don't need a referral to see a **specialist**.	You can see the **specialist** you choose without permission from this plan.
Are there services this plan doesn't cover?	Yes.	Some of the services this plan doesn't cover are listed under Services Your Plan Does NOT Cover. See your policy or plan document for additional information about **excluded services**.

Questions: Call 1-866-633-2446 or visit us at www.myuhc.com. If you aren't clear about any of the terms used in this form, see the Glossary.
You can view the Glossary at www.dol.gov/ebsa/healthreform or call the phone number above to request a copy. **This is only a summary.**
It in no way modifies your benefits as described in your plan documents. Please refer to your plan documents provided by your employer for complete terms of this plan.

- **Co-payments (copays)** are fixed dollar amounts (for example, $15) you pay for covered health care, usually when you receive the service.
- **Co-insurance (co-ins)** is *your* share of the costs of a covered service, calculated as a percent of the **allowed amount** for the service. For example, if the plan's **allowed amount** for an overnight hospital stay is $1,000, your **co-insurance** payment of 20% would be $200. This may change if you haven't met your **deductible**.
- The amount the plan pays for covered services is based on the **allowed amount**. If a non-network **provider** charges more than the **allowed amount**, you may have to pay the difference. For example, if a non-network hospital charges $1,500 for an overnight stay and the **allowed amount** is $1,000, you may have to pay the $500 difference. (This is called **balance billing**.)
- This plan may encourage you to use network **providers** by charging you lower **deductibles**, **co-payments** and **co-insurance** amounts.

Common Medical Event	Services You May Need	Your cost if you use a Network Provider	Your cost if you use a Non-Network Provider	Limitations & Exceptions
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	$20 copay per visit	20% co-ins, after ded.	If you receive services in addition to office visit, additional copays, deductibles, or co-ins may apply.
	Specialist visit	$20 copay per visit	20% co-ins, after ded.	If you receive services in addition to office visit, additional copays, deductibles, or co-ins may apply.
	Other practitioner office visit	$20 copay per visit of Manipulative (Chiropractic) services	20% co-ins for Manipulative (Chiropractic) services, after ded.	Any combination of outpatient rehabilitation services is limited to 50 visits per calendar year. Pre-Notification is required non-network or benefit reduces to 50%.
	Preventive care / screening / immunization	No Charge	20% co-ins*, after ded.	Includes preventive health services specified in the health care reform law. *Deductible/co-ins may not apply to certain services.
If you have a test	Diagnostic test (x-ray, blood work)	No Charge	20% co-ins, after ded.	None
	Imaging (CT / PET scans, MRIs)	No Charge	20% co-ins, after ded.	Pre-Notification is required non-network or benefit reduces to 50%.
If you need drugs to treat your illness or condition	Tier 1 – Your Lowest-Cost Option	Retail: $10 copay Mail-Order: $20 copay	Retail: $10 copay Mail-Order: Not Covered	Provider means pharmacy for purposes of this section. Retail: Up to a 31 day supply

UnitedHealthcare

Mad River Local Schools Choice Plus Plan

Coverage Period: 10/01/2013 – 09/30/2014

Summary of Benefits and Coverage: What This Plan Covers & What it Costs | Coverage for: Employee & Family | Plan Type: PS1

Common Medical Event	Services You May Need	Your cost if you use a Network Provider	Your cost if you use a Non-Network Provider	Limitations & Exceptions
More information about **prescription drug coverage** is available at www.myuhc.com	Tier 2 – Your Midrange-Cost Option	Retail: $20 copay Mail-Order: $40 copay	Retail: $20 copay Mail-Order: Not Covered	Mail-Order: Up to a 90 day supply You may need to obtain certain drugs, including certain specialty drugs, from a pharmacy designated by us. Certain drugs may have a Pre-Notification requirement or may result in a higher cost. If you use a non-network Pharmacy, you are responsible for any amount over the allowed amount. You may be required to use a lower-cost drug(s) prior to benefits under your policy being available for certain prescribed drugs. Tier 1 Contraceptives covered at No Charge. See the website listed for information on drugs covered by your plan. Not all drugs are covered.
	Tier 3 – Your Highest-Cost Option	Retail: 35% co-ins up to a maximum of $60 Minimum $45 Mail Order: 35% co-ins up to a maximum of $120 Minimum $90	Retail: 35% co- ins, up to a maximum of $60 Minimum $45 Mail Order: Not Covered	
	Tier 4 – Additional High-Cost Options	Not Applicable	Not Applicable	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	No Charge	20% co-ins, after ded.	None
	Physician / surgeon fees	No Charge	20% co-ins, after ded.	None
If you need immediate medical attention	Emergency room services	$100 copay per visit	Same as Network	Copay is waived if you are admitted for Inpatient stay directly from the Emergency Room. Notification is required if confined in a non-Network Hospital.
	Emergency medical transportation	No Charge	Same as Network	None
	Urgent care	$50 copay per visit	20% co-ins, after ded.	If you receive services in addition to urgent care, additional copays, deductibles, or co-ins may apply.
If you have a hospital stay	Facility fee (e.g., hospital room)	$250 copay per Inpatient Stay	20% co-ins, after ded.	Pre-Notification is required non-network or benefit reduces to 50%.
	Physician / surgeon fees	No Charge	20% co-ins, after ded.	None

Common Medical Event	Services You May Need	Your cost if you use a Network Provider	Your cost if you use a Non-Network Provider	Limitations & Exceptions
If you need help recovering or have other special health needs	Mental / Behavioral health outpatient services	$20 copay per visit	20% co-ins, after ded.	Pre-Notification is required non-network or benefit reduces to 50%.
	Mental / Behavioral health inpatient services	$250 copay per Inpatient Stay	20% co-ins, after ded.	Pre-Notification is required non-network or benefit reduces to 50%.
	Substance use disorder outpatient services	$20 copay per visit	20% co-ins, after ded.	Pre-Notification is required non-network or benefit reduces to 50%.
	Substance use disorder inpatient services	$250 copay per Inpatient Stay	20% co-ins, after ded.	Pre-Notification is required non-network or benefit reduces to 50%.
If you become pregnant	Prenatal and postnatal care	$20 copay	20% co-ins, after ded.	Additional copays, deductibles, or co-ins may apply. Network routine pre-natal care is covered at No Charge.
	Delivery and all inpatient services	$250 copay per Inpatient Stay	20% co-ins, after ded.	Additional copays, deductibles or co-ins may apply. Inpatient Pre-Notification may apply non-network or benefit reduces to 50%.
If you have a recovery or other special health needs	Home health care	No Charge	20% co-ins, after ded.	Limited to 60 visits per calendar year. (1 visit equals up to 4 hours of skilled care services)Pre-Notification is required non-network or benefit reduces to 50%.
	Rehabilitation services	$20 copay per outpatient visit	20% co-ins, after ded.	Any combination of outpatient rehabilitation services is limited to 50 visits per calendar year.
	Habilitation services	Not Covered	Not Covered	No coverage for Habilitation services.
	Skilled nursing care	No Charge	20% co-ins, after ded.	Skilled nursing care benefits are limited to 300 days per calendar year. Inpatient Rehabilitation services are limited to 120 days per calendar year. Pre-Notification is required non-network or benefit reduces to 50%.
	Durable medical equipment	20% co-ins	50% co-ins, after ded.	Pre-Notification is required non-network for DME over $1,000 or no

Common Medical Event	Services You May Need	Your cost if you use a Network Provider	Your cost if you use a Non-Network Provider	Limitations & Exceptions
				coverage. Covers 1 per type of DME (including repair/replacement) every 3 years.
	Hospice service	No Charge	20% co-ins, after ded.	Inpatient Pre-Notification is required for non-network or benefit reduces to 50%.
If your child needs dental or eye care	Eye exam	$20 copay per visit	Not Covered	Limited to 1 exam every year. No coverage non-network.
	Glasses	Not Covered	Not Covered	No coverage for Glasses.
	Dental check-up	Not Covered	Not Covered	No coverage for Dental check-up.

Excluded Services & Other Covered Services

Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excluded services.)		
• Acupuncture • Bariatric surgery • Cosmetic surgery • Dental care (Adult/Child)	• Glasses • Habilitation services • Hearing aids • Infertility treatment • Long-term care	• Non-emergency care when traveling outside the U.S. • Private-duty nursing • Routine foot care • Weight loss Programs
Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)		
• Chiropractic care - may be covered with limitations	• Routine eye care (Adult) - may be covered with limitations	

Your Rights to Continue Coverage:

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a **premium**, which may be significantly higher than the **premium** you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact the plan at 1-866-747-1019. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or visit http://www.dol.gov/ebsa, or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or visit http://www.cciio.cms.gov.

Your Grievance and Appeals Rights:

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to **appeal** or file a **grievance**. For questions about your rights, this notice, or assistance, you can contact the Member Service number listed on the back of your ID card or visit www.myuhc.com.

Additionally, a consumer assistance program may help you file your appeal. A list of states with Consumer Assistance Programs is available at www.dol.gov/ebsa/healthreform and http://cciio.cms.gov/programs/consumer/capgrants/index.html.

Language Access Services:

Para obtener asistencia en español, llame al número de teléfono en su tarjeta de identificación.
若需要中文协助，请拨打您会员卡上的电话号码
Dine k'ehji shich'i' hadoodzih ninizingo, bee neehozin biniiye nanitinigii number bikaa'igii bich'i' hodiilnih
Para sa tulong sa Tagalog, tawagan ang numero sa iyong

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

About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.

This is not a cost estimator.

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care will also be different.

See the next page for important information about these examples.

Having a baby
(normal delivery)

- ☐ **Amount owed to providers:** $7,540
- ☐ **Plan Pays** $7,040
- ☐ **Patient Pays** $500

Sample care costs:	
Hospital charges (mother)	$2,700
Routine obstetric care	$2,100
Hospital charges (baby)	$900
Anesthesia	$900
Laboratory tests	$500
Prescriptions	$200
Radiology	$200
Vaccines, other preventive	$40
Total	**$7,540**

Patient pays:	
Deductibles	$0
Co-pays	$300
Co-insurance	$0
Limits or exclusions	$200
Total	**$500**

Managing type 2 diabetes
(routine maintenance of a well-controlled condition)

- ☐ **Amount owed to providers:** $5,400
- ☐ **Plan Pays** $4,620
- ☐ **Patient Pays** $780

Sample care costs:	
Prescriptions	$2,900
Medical Equipment and Supplies	$1,300
Office Visits and Procedures	$700
Education	$300
Laboratory tests	$100
Vaccines, other preventive	$100
Total	**$5,400**

Patient pays:	
Deductibles	$0
Co-pays	$700
Co-insurance	$0
Limits or exclusions	$80
Total	**$780**

Questions and answers about Coverage Examples:

What are some of the assumptions behind the Coverage Examples?

- Costs don't include **premiums**.
- Sample care costs are based on national averages supplied to the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.
- The patient's condition was not an excluded or preexisting condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network **providers**. If the patient had received care from out-of-network **providers**, costs would have been higher.
- If other than individual coverage, the Patient Pays amount may be more.

What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how **deductibles**, **co-payments**, and **co-insurance** can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

Does the Coverage Example predict my own care needs?

✗ No. Treatments shown are just examples. The care you would receive for this condition could be different based on your doctor's advice, your age, how serious your condition is, and many other factors.

Does the Coverage Example predict my future expenses?

✗ No. Coverage Examples are not cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your **providers** charge, and the reimbursement your health plan allows.

Can I use Coverage Examples to compare plans?

✓ Yes. When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides

Are there other costs I should consider when comparing plans?

✓ Yes. An important cost is the **premium** you pay. Generally, the lower your **premium**, the more you'll pay in out-of-pocket costs, such as **co-payments**, **deductibles**, and **co-insurance**. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.

Questions: Call 1-866-633-2446 or visit us at www.myuhc.com. If you aren't clear about any of the terms used in this form, see the Glossary.
You can view the Glossary at www.dol.gov/ebsa/healthreform or call the phone number above to request a copy. **This is only a summary.**
It in no way modifies your benefits as described in your plan documents. Please refer to your plan documents provided by your employer for complete terms of this plan.

DELTA DENTAL

Delta Dental PPO (Point-of-Service)
Summary of Dental Plan Benefits
For Group# 0005630-7500, 7509
Mad River Local Schools

This Summary of Dental Plan Benefits should be read in conjunction with your Dental Care Certificate. Your Dental Care Certificate will provide you with additional information about your Delta Dental plan, including information about plan exclusions and limitations. The percentages below will be applied to the lesser of the dentist's submitted fee and Delta Dental's allowance for each service. Delta Dental's allowance may vary by the dentist's network participation. PLEASE NOTE - If you choose a Nonparticipating Dentist, you will be responsible for any difference between the amount Delta Dental allows and the amount the Nonparticipating Dentist charges, in addition to any Copayment or Deductible.

Control Plan – Delta Dental of Ohio

Benefit Year – January 1 through December 31

Covered Services -

	PPO Dentist Plan Pays	Premier Dentist Plan Pays	Nonparticipating Dentist Plan Pays*
Class I			
Diagnostic and Preventive Services - includes exams, cleanings, fluoride, and space maintainers	100%	100%	100%
Emergency Palliative Treatment - to temporarily relieve pain	100%	100%	100%
Sealants - to prevent decay of permanent teeth	100%	100%	100%
Brush Biopsy - to detect oral cancer	100%	100%	100%
Radiographs - X-rays	100%	100%	100%
Periodontal Maintenance - cleanings by a specialist	100%	100%	100%
Class II			
Minor Restorative Services - fillings and crown repair	80%	80%	80%
Endodontic Services - root canals	80%	80%	80%
Periodontic Services - to treat gum disease	80%	80%	80%
Oral Surgery Services - extractions and dental surgery	80%	80%	80%
Other Basic Services - misc. services	80%	80%	80%
Relines and Repairs - to bridges and dentures	80%	80%	80%
Class III			
Major Restorative Services - crowns	50%	50%	50%
Prosthodontic Services - includes bridges, implants, and dentures	50%	50%	50%
Class IV			
Orthodontic Services - includes braces	50%	50%	50%
Orthodontic Age Limit -	No Age Limit	No Age Limit	No Age Limit

*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. This Nonparticipating Dentist Fee may be less than what your dentist charges, which means that you will be responsible for the 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.
- Fluoride treatments are payable twice per calendar year with no age limit.

Customer Service Toll-Free Number: 800-524-0149
www.deltadentaloh.com
March 14, 2011

- 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.
- Labial veneers are payable on incisors, cuspids, and bicuspids once per tooth per five-year period.
- Composite resin (white) restorations are Covered Services on posterior teeth.
- Inlays are Covered Services.
- Porcelain 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.
- People with certain high-risk medical conditions may be eligible for additional prophylaxes (cleanings) or fluoride treatment. The patient should talk with his or her dentist about treatment.

Having Delta Dental coverage makes it easy for our enrollees 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 – $1,500 per person total per benefit year on all services except orthodontics. $1,500 per person total per 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 –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. Mad River Local Schools (7500) and Wilmington City Schools COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985), enrollees (7509). 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 under this Contract, you may be enrolled as both a Subscriber on your own application card and as a dependent on your spouse's application card. Your dependent children may be enrolled on both application cards as well. Delta Dental will coordinate benefits.

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

Customer Service Toll-Free Number: 800-524-0149
www.deltadentaloh.com
March 14, 2011

EPC - VISION PLAN SUMMARY – VSP

Southwestern Ohio Educational Purchasing Council

District: **Mad River**

Dependents: Legally married spouse (not legally separated) and unmarried children who are not employed full-time to age 24 (end of calendar year).

More information: VSP Customer Service 1-800-877-7195 or www.vsp.com

This is a Preferred Provider Organization plan with a Network of vision providers who have contracts with VSP. You will pay less out of pocket by using Network providers.

Covered Services	Covered Frequency	Network You pay:	Non Network The Plan Pays:
EXAMINATION	Every 12 months	$10 Copayment	$35
LENSES • Single Vision lenses • Bifocal lenses • Trifocal lenses • Lenticular lenses	Every 12 months	$25 Copayment	$25 $40 $55 $80
FRAMES	Every 24 months		$45
CONTACT LENSES In place of Lenses and Frames • Medically necessary (Prior Authorization req) • Elective	Every 12 months	Covered in full Plan pays $130	$210 $130

This is a brief summary of the plan. For additional information on specific coverage provisions, contact Customer Service or the VSP website.

When both lenses and frames are purchased only one $25 co-pay applies.

Frame Allowance: If the frames selected cost more than the plan allowance, there will be an additional charge. The frame allowance is approximately $130 of retail value.

Lens options: Extra costs for elective lens options are not covered by the plan. These include services such as Blended, Progressive or Oversize lenses, Special edging, Coatings and Special lens materials. Polycarbonate lenses are covered by the plan.

Lost or broken lenses and frames are not covered except at the normal frequency of service.

Low vision benefit: Supplemental low vision analysis, diagnosis and therapy are covered for those with severe visual problems. Contact VSP for additional information.

Network Doctors: Refer to the VSP website www.vsp.com for a list of VSP member doctors.

How VSP works: Tell your Doctor's office you have VSP when you make your appointment so they can confirm the benefits you will receive. [illegible] access your benefits history and see if it's time for a visit through the VSP website.

Non VSP Member Doctor Claims: See Frequently Asked Questions under Member Information on the VSP website www.vsp.com for details on submitting claims for non member doctors.
Revised 10/10

Your VSP Vision Benefits Summary

Welcome to VSP® Vision Care. Your VSP vision benefit offers you the best in eyecare and eyewear.

Personalized Care. A VSP doctor provides personalized care that focuses on keeping you and your eyes healthy year after year. Plus, when you see a VSP doctor, you'll get the most out of your benefit, have lower out-of-pocket costs, and your satisfaction is guaranteed.

Eyewear. Choose the eyewear that's right for you and your budget. From classic styles to the latest designer frames, you'll find the eyewear that's right for you and your family.

Choice of Providers. With open access to see any eyecare provider, you can see the one who's right for you. Choose a VSP doctor or any other provider.

Using your VSP benefit is easy.

- **Find the right eyecare provider for you.** To find a VSP doctor, visit **vsp.com** or call **800.877.7195**.
- **Review your benefit information.** Visit **vsp.com** to review your plan coverage before your appointment.
- **At your appointment, tell them you have VSP.** There's no ID card required.

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

For your complete benefit description, visit **vsp.com** or call **800.877.7195**.

VSP
Vision care for life

CAT#00611 JOB#3755CM 6/10

Southwestern Ohio EPC & VSP
providing you with an affordable eyecare plan.

Doctor Network.....VSP Signature

Your Coverage with a VSP Doctor

WellVision Exam® focuses on your eye health and overall wellness.....***every 12 or 24 months****

Prescription Glasses

Lenses.....***every 12 or 24 months****

- *Single vision, lined bifocal & lined trifocal lenses*
- *Polycarbonate lenses for all covered members*

Frame.....***every 12 or 24 months****

- ***$130.00*** *allowance for a wide selection of frames*
- *20% off the amount over your allowance.*

~OR~

Contact Lens Care.....***every 12 or 24 months**** ***$130.00*** *allowance for contacts and the contact lens exam (fitting & evaluation).*

Extra Discounts & Savings at a VSP Doctor

Glasses & Sunglasses

- *Average 35 - 40% savings on all non-covered lens options*
- *30% off additional glasses and sunglasses, including lens options, from the same VSP doctor on the same day as your WellVision Exam. Or get 20% off from any VSP doctor within 12 months of your last covered WellVision Exam.*

Contacts

- *15% off cost of contact lens exam (fitting & evaluation) Available from any VSP doctor within 12 months of your last covered WellVision Exam.*

Laser Vision Correction

- *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*

Your Copays

You could have a copay for your Examination and/or Prescription Glasses*

Your Specific Plan

***Visit vsp.com for your personalized plan information. Just follow the instructions and log-in!**

Your Coverage with Other Providers

If you plan to see a provider other than a VSP doctor, please visit vsp.com or call (800) 877-7195 for details.

Exam	*Up to $50*
Single vision lenses	*Up to $50*
Bifocal lenses	*Up to $75*
Trifocal lenses	*Up to $100*
Frame	*Up to $70*
Contacts	*Up to $105*

VSP guarantees service from VSP doctors only. In the event of a conflict between this information and your organization's contract with VSP, the terms of the contract will prevail.

VSP Confidential & Proprietary

EXECUTION OF AGREEMENT

IN WITNESS WHERE OF, the parties hereto have set their hands this 27th Day of June, 2013.

For Mad River Board of Education	For Ohio Association of Public School Employees Local #342
Marilyn Steiner	
	Vernon Nice
Nicia Nicholas	Robert C. Deam