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TWIN VALLEY COMMUNITY LOCAL SCHOOL DISTRICT

MASTER AGREEMENT

BETWEEN

**TWIN VALLEY COMMUNITY LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

AND

**CHAPTER #672
OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES**

EFFECTIVE

JUNE 27, 2014

THROUGH

JUNE 30, 2016

NOTICE OF NON-DISCRIMINATION

THE TWIN VALLEY COMMUNITY LOCAL SCHOOL DISTRICT IS AN EQUAL OPPORTUNITY EMPLOYER. NO PERSON WHETHER STUDENT, EMPLOYEE OR APPLICANT FOR EMPLOYMENT SHALL, ON THE BASIS OF RACE, SEX, COLOR, NATIONAL ORIGIN, AGE, OR HANDICAP, BE DENIED THE BENEFITS OF OR ACCESS TO, OR BE SUBJECTED TO DISCRIMINATION, UNDER ANY EDUCATIONAL PROGRAM, ACTIVITY, PRACTICE, JOB OR POSITION.

OAPSE CONTRACT

JUNE 27, 2014- JUNE 30, 2016

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PREAMBLE

The Twin Valley Board of Education, hereinafter referred to as the "Board," and the Ohio Association of Public School Employees/AFSCME, AFL-CIO on behalf of Chapter #672, referred to as the "Association," do hereby agree that the welfare of the children of the Twin Valley Community Local School District is paramount in the operation of the schools and will be promoted by both 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 Board of Education, by law, has the final responsibility for establishing policy in the School District.
- B. The Superintendent and his staff and the Treasurer have the responsibility for implementing the policies established by the Board.
- C. The Board and the Association subscribe to the principle that differences shall be resolved through negotiations and/or 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 throughout the term of said Agreement. In addition, neither the Board, nor the Association shall be obligated to negotiate on any item for the life of this Agreement, except as may be provided in this Agreement.

ARTICLE 1 **MANAGEMENT RIGHTS**

The Board, by mutual agreement with the Association, commits itself to such Association recognition and other conditions of employment as incorporated in the Agreement; and the Board, on behalf of the electors of the District, retains and reserves unto itself the ultimate responsibilities for proper management of the School District conferred upon and vested in it by the Revised Code of Ohio and Constitution of the State of Ohio and the United States, including the responsibility for and the right:

- A. To maintain executive management and administrative control of the school system and its properties and facilities, and the professional activities of its employees as related to the conduct of school affairs.
- B. To hire all employees and, subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion for just cause; and to promote, and transfer all such employees.

- C. To delegate authority through recognized administrative channels according to current Board policy.
- D. To determine job schedules, the hours of employment, and the duties, responsibilities and assignments of employees with respect thereto, and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of the State of Ohio and the Constitution and laws of the United States.

ARTICLE 2

ASSOCIATION RIGHTS

The Association shall have the following rights:

- A. Advance copy of Board agendas.
- B. Copy of official minutes of Board meetings, upon request.
- C. Use of designated bulletin boards.
- D. A copy of job postings shall be sent to the Chapter President.
- E. The President of the local or designee will be allowed three (3) days with pay to attend the annual OAPSE Conference.
- F. Any bargaining unit employee wishing to attend an OAPSE Chapter meeting during regular working hours on second shift, may request permission from the Maintenance Supervisor to do so, providing the time spent in the meeting is made up during the same shift the meeting takes place. The Maintenance Supervisor will not arbitrarily withhold such permission, but will grant the request for up to one (1) hour, so long as there is no disruption to school operations.

ARTICLE 3

EMPLOYEE RIGHTS

At any time an employee is to be given discipline, such employee shall be notified of his/her right of representation and be afforded the right to a hearing before an appropriate administrator. Discipline, as used herein, shall be defined as a reprimand, position reduction, suspension and/or dismissal.

ARTICLE 4
RECOGNITION

A. Recognition

The Ohio Association of Public School Employees, Chapter #672, is hereby recognized as the sole and exclusive bargaining unit herein defined.

B. Unit Defined

The bargaining unit shall consist of employees assigned to the classifications listed below:

Bus Driver
Custodian
Maintenance
Educational Aide
Educational Aide – Media Center
Educational Aide – Technology Assistant
Food Service Worker
Secretary

C. Exclusions

All employees whose classification is not listed under B. above, shall be excluded from the bargaining unit.

1. Those classifications which, on the effective date of this Agreement, are represented by other established bargaining units.
2. Temporary, seasonal and part-time employees other than regular part-time employees. For the purposes of this Section, a part-time employee is defined as an employee who is scheduled to work less than 120 work days.
3. Confidential, management and supervisory employees.
4. Secretary to the Superintendent, Assistant Treasurer and Secretary to the Treasurer.

D. Dues Authorization

Each employee covered by this Agreement who fails voluntarily to acquire or maintain membership in the Association, shall be required, as a condition of employment, to pay to the Association a fair share fee, which shall not exceed the dues paid by members of the Association who are in the bargaining unit covered by this Agreement; provided that any employee who has

been declared exempt for religious convictions by the SERB, shall not be required to pay said fair share fee.

However, such employee shall pay, in lieu of such fair share fee, on the same time schedule as Association dues are payable, an amount of money equal to such fair share fee to a non-religious, charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, mutually agreed upon by such employee and the OAPSE State Treasurer. Such employee shall furnish to the Association State Treasurer, written receipts evidencing payment to such agreed upon nonreligious, charitable fund. Failure to make such payment or furnish such receipts as proof of payment shall subject such employee to the same sanctions as would non-payment of union dues under the Agreement. Said deductions shall be made within thirty (30) days, and in equal monthly installments over the first twenty (20) paychecks of the school year, or the remaining months of the school year. Said fees shall be submitted to the State OAPSE Treasurer with a list of those employees for whom payment is made, amount deducted and a copy of the list shall be submitted to the local Chapter Treasurer.

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

E. P.E.O.P.L.E. Checkoff.

The Board agrees to deduct payments voluntarily authorized by individual employees to "The Public Employees Organized to Promote Legislative Equality (P.E.O.P.L.E.) Fund." Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Board and the Association. The Board agrees to remit any deductions made pursuant to this Section promptly to the Association, together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 5
NON-DISCRIMINATION

- A. The parties hereto agree that neither the Board nor the Association shall discriminate against any employee covered hereunder because of his/her membership or non-membership in the Association or his/her activities herein prescribed.
- B. The Board, the Association and each employee will cooperate fully with all applicable laws forbidding discrimination on account of race, color, creed, religion, sex or political affiliation.

ARTICLE 6
CONSISTENCY WITH LAW

- A. This Agreement is subject to all existing and applicable state or federal laws and Board policies, provided that should any change be made in any state or federal laws or Board policies which would be applicable and contrary to any provision contained herein, such provisions herein contained shall automatically be terminated and the remainder of this Agreement shall remain in full force and effect. The parties shall thereafter seek to agree upon substitute provision which are in conformity with acceptable law.

- B. Should any provision or portion thereof of this Agreement be held unlawful and unenforceable by any court, legislative or administrative tribunal of competent jurisdiction, then such decision or legislation shall apply only to that specific provision or portion thereof. The parties will meet in a committee to discuss the abrogated provision and its impact on the Agreement. The remainder of the agreement shall remain in full force and effect.

ARTICLE 7
NEGOTIATIONS

- A. In the last year of this Agreement, the parties will decide whether to engage in interest-based bargaining or traditional negotiations. Absent mutual agreement, the parties will engage in traditional negotiations.

- B. Release Time for Negotiations Meetings

If the Board, or its designated representative, desires to set a negotiating meeting during working hours, all members of the negotiating team normally employed during those hours shall be paid for those hours at the regular rate. All meetings after the normal working hours would not be thusly affected.

- C. Impasse
 - 1. In the event an impasse results between the parties during their collective bargaining negotiations, the parties shall seek the services of the Federal Mediation and Conciliation Service for the purpose of attempting to resolve the impasse. The use of such mediation shall be the mutually agreed dispute resolution procedure, and shall be the exclusive impasse remedy used by the parties, instead of the factfinding process contained in Ohio Rev. Code §4117.14 and under Ohio Administrative Code Rule 4117-9-05.

 - 2. Nothing contained herein shall restrict the rights of the Association as set forth in Ohio Rev. Code §4117.14(D)(2), provided such rights are exercised after the declaration of impasse and the parties subsequently requesting mediation assistance.

ARTICLE 8
GRIEVANCE PROCEDURE

A. Definition

A grievance is defined as a complaint by an employee, employees or the Association involving the interpretation, application or alleged violation of this agreement; provided, however:

1. Where 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.
2. All discipline, including suspension and termination, shall be subject to the procedures outlined in this Article. However, discipline in the form of a verbal or written warning may be the subject of a grievance, but cannot be arbitrated. This Article shall supersede and replace the provisions of the Ohio Revised Code Section 3319.081 (A), (B), and (C).

It is the intent of the parties to equitably resolve grievances at the lowest possible administrative level and to encourage as informal and confidential an atmosphere as is possible in the resolution of grievances.

B. Procedure

All employees will make an earnest and honest effort to settle differences and disputes with their immediate supervisor without filing a grievance. In the event that an agreement cannot be reached, then the following steps shall be taken with respect to any grievance. Any grievance not initiated or taken to the next step within the time limits specified herein will be considered to be resolved. Any answer to a grievance that has not been timely filed shall permit the Employee or Association to appeal the grievance to the next higher step in the grievance process. Time limits for invoking the next higher step in the grievance procedure shall commence on the date the grievance answer is due. Grievances will be settled at the earliest possible step of the procedure. Grievances will be processed in the following manner:

STEP I - INFORMAL PROCEDURE

The employee or Association who feels that he/she has been aggrieved may present the alleged grievance to the immediate supervisor. The grievance shall be submitted orally within fifteen (15) working days following the events or circumstances giving rise to the grievance having occurred, or within fifteen (15) working days of when the events or circumstances should have become known to the employee. The oral response of the

supervisor shall be given within five (5) working days of the submission of the grievance at this step. If the grievance is not satisfactorily adjusted informally, the grievance may proceed to Step II.

STEP II - FORMAL PROCEDURE

An aggrieved employee may present directly or through the Association the grievance to the immediate supervisor in writing within five (5) working days following the reply at the informal step. The immediate supervisor shall schedule a hearing within five (5) working days. If the grievance is not satisfactorily adjusted in writing within seven (7) working days after the hearing of the grievance, the grievance shall proceed to Step III.

STEP III - SUPERINTENDENT

If the grievance is not resolved in Step II, the employee or the Association representative may, within ten (10) working days of receipt of the supervisor's answer, submit to the Superintendent, or his/her designated representative, the answer at Step II with the original grievance statement. The Superintendent, or his/her designated representative, shall schedule a hearing within five (5) working days. The Superintendent shall provide an answer within ten (10) working days after the hearing to the grievant and the Association representative.

STEP IV - ARBITRATION

If the Association is not satisfied with the disposition of the grievance at Step III, the parties shall jointly submit the issue to arbitration within ten (10) working days after receipt of the written notice to invoke arbitration. Notice to invoke Step IV shall be submitted to the Board within twenty (20) working days after receipt of the Step III answer.

The arbitrator shall be selected from a list submitted to both parties by the American Arbitration Association. Selection shall be in accordance with the voluntary rules and regulations of the AAA. The parties may, by mutual agreement, select an arbitrator without requesting a panel from AAA.

The Arbitrator shall have no power to alter, add to, or subtract from the terms of the agreement, nor to make any award which is inconsistent with the terms of this agreement or contrary to law. The decision of the Arbitrator shall be binding on the grievant(s), the Association and the Board.

The cost of the Arbitrator's services shall be shared equally by the Association and the Board. All expenses incurred by the representative of the parties shall be the responsibility of the party incurring the expense.

- C. Waiver of Grievance. Any grievance which is not filed within fifteen (15) working days of its occurrence, not including the day of occurrence, after the employee has knowledge of

the facts which give rise to the grievance, or with reasonable diligence should have acquired such knowledge, shall not be considered a grievance under this Agreement.

- D. Extensions of Time. Upon the mutual agreement of the parties expressed in writing, the time limits set forth in this Article may be extended or the steps herein waived.

ARTICLE 9

PERSONNEL PRACTICES

A. Seniority

1. Seniority is defined as the right accruing to employees through length of continuous service from the date of employment as a regular employee.
2. Classification seniority is defined as the length of service as a regular employee in a given classification.
3. Employees shall have the right to advance to higher paying and new positions within their classification when vacancies occur in their position or classification, taking into consideration the qualifications to perform the work, and classification seniority.
4. The Treasurer of the Board shall maintain a listing of employees by classification including the name and date of employment of the employee. Such listing shall be available for viewing during the regular office hours of the District Office of the Twin Valley Community Local School District.

B. Job Posting and Bidding Procedure

1. All buildings owned and operated by the Board of the Twin Valley Community Local School District and staffed by school employees, shall have "Classified Positions open" posted in an open area accessible to all employees covered by the bargaining unit.
2. The employer shall send copies of "Classified Positions Open" by the United States Postal Service to the President of the Twin Valley Chapter #672 of the Ohio Association of Public School Employees on the date of or prior to the day of posting the position. The "Classified Positions Open" posting shall include the following:
 - a. Job Title;
 - b. Brief Description of the position and duties;
 - c. Minimum qualifications required for the position;
 - d. Number of hours per day and shift;
 - e. Days per week and months per year;
 - f. Salary Rate per hour;
 - g. Deadline for filing request.

3. All "Classified Positions" shall be posted for a minimum of three (3) working days. Employees in that specific classification, i.e., bus driver, custodian, maintenance, educational aide, food service worker, secretary, shall submit, in person, their written request for the position to the administrator announcing the position within five (5) working days after the position has been posted for three (3) working days. During the summer months, ~~postings will be emailed and employees will be notified by the District's automated phone notification system.~~ If employees provide the Board with self-addressed stamped envelopes, such postings will be mailed to the employees.
4. When a "Classified Position" is announced as open, such position shall be awarded to the employee who has applied in accord with the time limit, is the most qualified, and has the most seniority in that classification (bus driver, custodian, maintenance, educational aide, food service worker, secretary). The employee so awarded the position shall maintain the option of accepting or declining the position, and shall lose no rights in his/her present position or classification as the result of the decision. Should he/she decline to accept the position, it shall be awarded to the employee in that classification who has applied in accordance with the time limit and also possesses the necessary qualifications for the position. The position would then be open to the most qualified applicant.
5. When new positions are established by the Board, the announcement and the description of duties and the salary range of the position shall be posted for three (3) working days. Any employee of the District will have five (5) working days after the position has been posted for three (3) days to submit, in person, a written request for the position. In the case of a new classification, persons employed by the Board in compatible classifications, having the skills required for the position, will be given first consideration for the new position on the basis of qualifications and seniority.
6. All new hires will be hired in at level 0. Those employees transferred or promoted to a classification will be placed at the step that is nearest their current rate, but not less than. If the top step of the classification to which the employee is being transferred or promoted is less than the employee's current rate of pay, the employee will be paid at the top step.

C. Building Closing, Job Abolishment, and Reduction in Force

1. In the event that a school building is closed permanently or the Board by action in official session declares the abolishment of a position, or it becomes necessary to reduce the number of classified employees due to lack of funds, employees who are laid off may exercise seniority to displace less senior employees in any classification in which they have worked.
2. Employees will be recalled in the reverse order in which they were laid off. An employee who is laid off will have recall rights for a period of two years from the date of

layoff. A laid off employee will be recalled by seniority to fill a vacancy in any classification in which the employee has seniority.

ARTICLE 10
VACATIONS

A. Vacation

1. Each full-time non-teaching school employee, including full-time hourly rate and per diem employees, after service of one calendar year with the Board, shall be entitled, during each year thereafter, while continuing in the employ of such Board, to vacation leaves with full pay for a minimum of two (2) calendar weeks, excluding legal holidays. Employees continuing in the employ of said Board for five (5) or more years of service shall be entitled to vacation leave with full pay for a minimum of three (3) calendar weeks, excluding legal holidays. Employees continuing in the employ of said Board for fifteen (15) or more years of service shall be entitled to vacation leave with full pay for a minimum of four (4) calendar weeks, excluding legal holidays. Employees continuing in the employ of said Board for twenty (20) or more years of service shall be entitled to vacation leave with full pay for a minimum of five (5) calendar weeks, excluding legal holidays.
2. A full-time non-teaching employee is a person who is in service for not less than eleven (11) months in each calendar year. (ORC 3319.084)
3. Vacation leave cannot be carried over to the next anniversary year except by written permission from the Superintendent. Such a request shall be presented in writing and state the reason for said request.
4. Vacation schedules for the various buildings shall be developed by the immediate supervisor(s) in consultation with those affected, and presented to the Superintendent or his/her designate for approval.
5. Personal leave days shall not be applied to those days immediately preceding or succeeding a scheduled vacation. A doctor's excuse will be required in order to use sick leave on a day immediately preceding or succeeding a scheduled vacation.
6. In case of the death of a non-teaching school employee, the unused vacation leave to the credit of such employee, not to exceed the leave accrued to his/her credit for two (2) years immediately preceding his/her last anniversary date, and the prorated portion of his/her earned but unused vacation leave for the current year, shall be paid to the surviving spouse or other beneficiary.
7. Eligibility for vacations is computed from the anniversary date of hire. Employees may take vacation any time after this anniversary date except when school is in session or when school is in session by mutual agreement. Mutual agreement means that when

school is in session, an employee may make a written request for his/her vacation. Approval of the immediate supervisor, the Superintendent, and the availability of a substitute must precede the employee's vacation if school is to be in session. Vacation shall be granted two (2) weeks prior to school opening and two (2) weeks after school closes only with the approval of the Superintendent.

8. A person employed, other than as an elected official, in any other state political subdivision earning vacation credits currently, is entitled to have his/her prior service with these employers counted for the purpose of computing the amount of his/her service leave.
9. Employees may be advanced at least one (1) week of vacation after six (6) months of service during the first calendar year of full time employment.

ARTICLE 11 **HOLIDAYS**

A. Scheduled Holidays

The Board agrees to provide all employees in the bargaining unit the following paid holidays:

New Year's Day	Thanksgiving Day
Martin Luther King Day	Friday after Thanksgiving Day
Good Friday	Christmas Eve Day
Memorial Day	Christmas Day
Labor Day	

In addition, the Fourth of July will be a holiday for 12-month employees.

B. Holiday Eligibility

Except as otherwise provided in this Section, an employee must be on a paid status on the working day immediately preceding and succeeding the holiday to be paid for the holiday. If Memorial Day does not fall during the employee's time of employment, the employee must be on a paid status on the last scheduled work day of the duty calendar. Personal leave shall not be applied to those days immediately preceding or succeeding an extended holiday as set forth in Article 14, Paragraph B.

ARTICLE 12 **JURY DUTY**

An employee required to serve on a jury before a court empowered by law to require such service shall be excused from duty without loss of pay or sick leave for the time required for such service, provided, however:

- A. Such paid leave shall not exceed thirty-five (35) days each contract years.
- B. All fees received for jury duty while on such excused leave shall be turned over to the Board upon payment to the employee by the court.
- C. Whenever possible, an advance notice of such leave is given to the appropriate supervisor not less than forty-eight (48) hours prior to commencement of such leave.

Voluntary jurors shall not be covered by the no loss of pay or sick leave provisions contained herein.

Employees are expected to be at work during their normal duty hours if they have been excused from serving as a juror on any given day.

ARTICLE 13 **CALAMITY DAYS**

- A. In accordance with the provisions of §3319.081(g) of the Ohio Revised Code, employees shall be paid for all regular hours of work lost when the building in which they are employed is closed by the order of the Superintendent due to an epidemic or other public calamity. Days not worked but for which pay is granted shall be limited to five (5) days in any school year unless the state legislature otherwise passes laws sufficient to reduce the number of required school days in the school calendar. A public calamity does not include any school or building closing necessitated by: (a) fire, (b) power supply interruption or reduction, (c) lack of fuel or reduction of fuel. Except for the days in excess of the five (5) paid calamity days cited above, any employee required by the Board to work and working during the time that school or building in which they are employed is closed by order of the Superintendent due to an epidemic or other public calamity as described above, shall be compensated at their normal hourly rate of pay only for such hours worked in addition to their calamity pay. Those employees required to work and working on public calamity days in excess of the five (5) days cited herein, shall be paid at their normal hourly rate of pay only for such hours worked. It is understood that the Board shall have the right to determine whether or not an employee or employees shall be required to work during such emergency in such building. In the event the employee is transferred to a different building during the period the building to which he/she is regularly assigned is closed to students, this double time provision shall not be applicable.
- B. Custodians, maintenance and food service employees will report for work as directed on days when a delay in the start of the school day is announced. Such employees will receive their regular hourly rate for such hours worked, in addition to receiving calamity pay.
- C. If there are calamity days in a school year in excess of five (5) for which pay is not granted, maintenance and custodial employees will be allowed to work their regularly scheduled shifts, and will be paid their regular hourly wage. If the State of Ohio increases the number of calamity days after the additional day(s) is worked, employees will not receive additional compensation.

ARTICLE 14
PERSONAL LEAVE

At the beginning of each school year, every employee shall be credited with three (3) days of unrestricted personal leave. Such leave shall be subjected to the following provisions:

- A. Personal leave may be used for any purpose at the discretion of the employee
- B. A personal leave day cannot be taken one school day immediately preceding or following extended vacations during the school year (Thanksgiving, Christmas, President's Day and Spring Break). Personal leave may be granted before or after these vacations if prior approval is granted by the supervisor.
- C. Personal leave may not be taken after May 1 through the end of the school year, unless granted by the supervisor for extenuating circumstances.
- D. Personal leave may be taken in one-half (1/2) day increments. Use of one-third (1/3) days may be used by bus drivers with a mid-day route.
- E. A personal leave day shall not be approved for the first day of school, the last day of school, or an employee meeting day.
- F. Personal leave shall be non-cumulative.
- G. Personal leave must be requested on the KIOSK at least three (3) school days in advance. Exception to this three (3) day limitation may be made at the discretion of the supervisor. Personal leave of an emergency nature may be made on shorter notice or by telephone to the immediate supervisor or Superintendent, if necessary. If by telephone, the request will be placed on the KIOSK when the employee returns.
- H. If personal leave is not approved, the employee will be notified prior to the day of requested leave.
- I. No more than two (2) employees per classification may be granted personal leave on the same day. In case of conflict, requests will be honored on a first come, first-serve basis. Exception of this two (2) member limitation may be made at the discretion of the supervisor.

ARTICLE 15
SICK LEAVE

A. It shall be the policy of the Twin Valley Board of Education to grant sick leave to its employees in accordance with the requirements of the Ohio Revised Code, §3319.141. The following rules and regulations shall apply:

- 1. Eligibility:

- (a) All employees shall be entitled to sick leave with the exceptions noted.

2. Sick Leave Days:

- (a) Each contracted employee shall be granted sick leave at the rate of one and one-quarter (1-1/4) days per month, fifteen (15) days maximum per year.
- (b) Unused sick leave shall be cumulative up to a total of not more than two hundred five (205) days for noncertificated personnel.
- (c) Employees new to the District may transfer accumulated sick leave from their last Ohio public agency in an amount not to exceed the total allowed by the Twin Valley Community Local School District. Transfer requests must be made on forms provided by the Treasurer.
- (d) Employees new to the District, and who have not had the opportunity to accumulate or transfer sick leave, shall have available five (5) days of sick leave in advance. Additional days will be cumulative beginning with the fifth month of employment. Should such an employee leave before completing four (4) months, the amount of advancement not earned shall be deducted from the final pay settlement.

3. Use of Sick Leave:

- (a) Personal Illness - An employee may be absent without loss of pay not to exceed the total number of accumulated days for personal illness.
- (b) Illness in the immediate family -
 - (i) An employee may be absent without loss of pay for an illness of a member of the immediate family where the nature of the illness is such or the circumstances dictate that the employee is clearly needed by the ailing member of the family.
 - (ii) Sick leave shall be used in the event any member of the employee's household has a contagious disease which could be communicated to others.
- (c) Pregnancy - Sick leave may be taken for incapacitation due to pregnancy and incapacitation subsequent to the birth of the child.
 - (i) The use of sick leave during this time shall be limited to that time when the employee is not able to effectively perform the task expected.

- (ii) It is suggested that a reasonable use of sick leave would be that period beginning two (2) weeks prior to and until four (4) weeks after delivery. Any use of sick leave before or beyond that period shall be by the written verification of a physician indicating that the employee is unable to function as required by the contracted position.
- (iii) An employee shall not be granted sick leave once maternity leave has been requested and approved.

B. For the purpose of this Section, and personal leave, the immediate family shall be defined as: parent, brother, sister, spouse, child, parent-in-law or member of the household who stands in the same relationship as the aforementioned.

C. Deaths

- 1. Employees shall be granted three (3) days but not more than five (5) days for deaths of members of the immediate family. The number of days allowed shall be at the discretion of the Superintendent.
- 2. One (1) day and not more than three (3) days shall be allowed for the deaths of grandparents, grandchildren, nieces and nephews, aunts and uncles, or sister or brother-in-law. The number of days allowed shall be at the discretion of the Superintendent.
- 3. A maximum of one (1) day shall be allowed for an employee to act as a pallbearer.

D. Miscellaneous

- 1. Application for sick leave must be made by the employee on the KIOSK within three (3) days after returning to work. Failure to apply shall result in a deduction for the time absent from work.
- 2. In the event of continued or prolonged absences for illness, the employee may be requested to furnish verification by a physician that the employee is unable to work.
- 3. Personal leave time shall not be used as a substitute for sick leave.
- 4. Evidence showing the continued abuse of sick leave privileges shall be considered as just cause for dismissal or nonrenewal of contract.
- 5. Partial days in one-fourth (1/4) day increments may be requested. Bus drivers assigned to mid-day routes may request partial days in one-third (1/3) day increments
- 6. Sick leave form (see attached)

E. Sick Leave Bank

A Sick Leave Bank may be established to be used by bargaining unit members. Each bargaining unit member who wishes to do so may contribute up to a maximum of ten (10) sick leave days (10 times the number of hours regularly scheduled to work) per year. Unused hours remaining in the sick leave bank at the end of the year will be carried over into the next year.

1. A bargaining unit employee who has been employed by the Board for at least two (2) years, and who has a catastrophic illness or critical injury, and who has exhausted all accumulated paid leave as a result of the catastrophic illness or critical injury, may be granted additional paid leave through the sick leave bank. The "catastrophic illness or critical injury" must be unusual, extraordinary, sudden, an unexpected manifestation of the forces of nature which cannot be prevented by human care, skill or foresight.
2. The Sick Leave Bank Committee will consist of two (2) representatives from the bargaining unit, and the Superintendent or his designee.
3. A bargaining unit employee requesting paid leave from the Sick Leave Bank shall make an application in writing to the Sick Leave Bank Committee, which will meet and make a determination on the application. The employee submitting the application must not have exhausted his/her sick leave through short term usage, but must have exhausted the sick leave as because of the catastrophic illness or critical injury. The application must include the following:
 - (a) The nature of the catastrophic illness or critical injury;
 - (b) Physician's diagnosis and prognosis of the catastrophic illness or critical injury;
 - (c) Projected date of return to duty;
 - (d) The applicant's sick leave balance at the time the catastrophic illness or critical injury occurred;
 - (e) Any other pertinent information the applicant can submit to the Committee for its consideration.
4. A maximum of thirty (30) days (30 times the number of hours regularly scheduled to work) of paid leave may be granted to the applicant. The employee must re-apply for any paid leave beyond this amount. In no event will any employee be granted a total of more than sixty (60) days (60 times the number of hours regularly scheduled to work) of such paid leave.
5. All information and reports relating to applications will remain confidential.

6. Decisions made by the Sick Leave Bank Committee are not subject to the Grievance Procedure.

ARTICLE 16
UNPAID LEAVES OF ABSENCE

At the discretion of the Superintendent, an employee may be granted leave(s) of absence without pay for a period not to exceed six (6) work days per school year, subject to the following conditions:

- A. A request for an unpaid leave of absence must be submitted in writing to the Superintendent at least ten (10) work days in advance of the first day of the requested leave. An exception may be made in an emergency situation.
- B. A suitable substitute employee must be available to work in place of the regular employee during the period of the unpaid leave.
- C. Requests for unpaid leaves of absence will be considered on a first come/first served basis. No employee will be granted an unpaid leave of absence if another employee within the same classification has previously been granted an unpaid leave of absence on the same day(s).

Failure to report for duty following the expiration of a leave of absence, or failure to comply with the provisions of the leave, may be considered by the Board as voluntary resignation of the employee.

ARTICLE 17
FAMILY AND MEDICAL LEAVE

- A. Family and medical leaves of absence without pay are available to employees who are temporarily unable to work due to:
 1. Birth of a son or daughter where the employee is needed to care for the newborn ["newborn leave"];
 2. Placement of a son or daughter with the employee for adoption or foster care ["placement leave"];
 3. The need to care for a spouse, son, daughter or parent of the employee with a serious health condition ["family care leave"];
 4. Serious health conditions of the employee that make the employee unable to perform the essential functions of his/her job (with or without reasonable accommodation for the disability, if such is required) ["employee disability leave"].

No more than twelve weeks of leave will be granted under this Article in any twelve month period. Newborn or placement leaves are not available beyond twelve months from the date of birth or placement.

B. Eligibility for Leave. Any employee employed by the Board for at least one (1) year, who works at least 25 hours per week, with at least 1,250 hours worked during the year prior to the onset of the leave of absence, is eligible for Family and Medical Leave pursuant to this Article.

C. Notice, Requests for Leave and Certification.

1. Where the necessity for a leave is foreseeable, the employee must give notice by requesting leave, in writing, at least 30 days prior to the onset of the leave. If the birth, placement or medical treatment requires leave to begin in less than 30 days, the employee must give such notice as is practicable.
2. Where family care leave or employee disability leave is foreseeable, based on planned medical treatment, the employee shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the education process, subject to approval of the health care provider as to scheduling.
3. Family care leave and employee disability leave must be supported by a health care provider certification indicating the date the serious health condition commenced, its probable duration, appropriate medical facts regarding the condition, and, for family care leave, a statement that the employee is needed to care for the family member and estimated time needed for such care, or for employee disability leave, a statement that the employee is unable to perform the essential functions of his/her position. Requests for intermittent or reduced schedule family care or employee disability leave must be further supported by medical certification as to the necessity and expected duration of the leave, and for planned medical treatments, the dates and duration of each treatment.
4. The Board reserves the right to require a second opinion of a health care provider of its own choosing, and at its own expense, concerning the above-described certifications. In the event the second opinion disagrees with the opinion of the employee's or family member's treating physician, the Board may either accept the treating physician's opinion or require a third opinion by a physician mutually selected by the Board and the employee, with the third opinion controlling. The Board will pay for the third opinion if required. The Board may require periodic updates as to the status of the medical condition.

D. Benefits during Leave. Employees covered by hospitalization insurance under this Agreement at the onset of a leave may continue to participate in the insurance during the leave on the same terms and conditions that would have applied had no leave been taken. Premium co-pays are due on the first day of the month. No other employment benefits accrue during a leave under this Article. Sick leave benefits do not accrue. Vacation benefits will be accrued pro rata for

the portion of the year worked. No sick leave, or holiday benefits will be paid if such occur during a leave under this Article.

- E. Return to Work. Except for the exceptions contained in this paragraph, employees will be restored to the same or equivalent position as the one held when the leave commenced, or in another position for which the employee is fully qualified. Employees who fail to return to work may be required to reimburse the Board the amount of premium paid by the Board to continue the employee's participation in the group health plan, unless the reason for failure to return to work was continued disability of the family member or employee, or other circumstances beyond the control of the employee.
- F. Intermittent or Reduced Schedule Leaves. Where there is medical necessity of intermittent or reduced schedule leave for family care leave or employee disability leave, such are available. However, if an employee seeks leave that would constitute at least 20 percent of the total number of working days during the school year or full year, the Board may require the employee to take leave in a block OR transfer to an available alternative position. The alternative position must be equivalent in pay, one for which the employee is qualified, and one which better accommodates the employee's wish to take leave on an intermittent basis. Employee on an intermittent leave or reduced leave schedule will have their salaries reduced to reflect the hours or days missed due to such leave.
- G. Applicability of Other Paid Leave Benefits. Employees with accrued but unused vacation benefits must use such benefits first as part of any newborn leave, placement leave, family care leave and/or employee disability leave taken under this Article. Employees with accrued but unused sick leave benefits must use such benefits first (in conjunction with the aforementioned vacation benefits) as a part of any employee disability leave taken under this policy. However, where an employee disability is due to a compensable work-related injury or occupational disease, such benefits need only be used for those days on which no Workers' Compensation disability benefits are payable.

ARTICLE 18 **SEVERANCE**

- A. The following shall be applicable to the conversion of accumulated and unused sick leave at the time of retirement.
- B. Eligibility for Conversion

As used in this Article, any employee covered hereunder who:

1. Has been employed by the Board continuously for a period of at least five (5) years prior to the date of retirement and has ten (10) or more years of service in the public schools of Ohio;
2. Accrues sick leave pursuant to the provision of the Revised Code of Ohio;

3. Is eligible to receive a retirement pension benefit as a result of employment by the Board pursuant to the provisions of the Revised Code of Ohio;
4. Retires from the employ of the Board after the effective date of this Agreement; and
5. Makes application with the Treasurer within ninety (90) days from his/her last payroll date.

C. Conversion Factor

All sick leave accumulated by the employee covered hereunder up to a maximum of 51.25 conversion days shall be paid on the basis of one (1) day of severance pay for each four (4) days of unused and accumulated sick leave. The maximum number of days paid as severance pay under this Article shall be 51.25 days. The severance amount will be paid into a tax-deferred account under the control of the employee.

- D. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Payment shall be based on the employee's rate of pay at the time of retirement. Such payment shall be made only once to any employee.

ARTICLE 19
INSURANCE

A. Hospitalization and Major Medical Insurance

1. Employees of the Board shall be eligible to participate in the Board-approved health care plan. Two options will be offered, a preferred provider organization (PPO) Plan, and a core plan that will include a Health Reimbursement Account (HRA). For employees who elect the core plan, the Board will pay \$500 annually into the Health Reimbursement Account for an employee with single coverage, to a cap of \$2,000, and \$1,000 annually for an employee with family coverage, to a cap of \$4,000.
 - A. For the life of this Agreement, the Board shall pay 80% of the premium of the core plan for individual coverage per month, and 80% of the premium for the core plan for family coverage per month. If both husband and wife are employed in the school district, they shall be covered under one family policy only, and the Board shall pay 80% of the cost of the core plan for such family coverage.
 - B. For the life of this Agreement, the Board shall pay 65% of the premium for the PPO plan for individual or family coverage, and the employee will pay 35%.
 - C. If both husband and wife are employed in the school district, they shall be covered under one family policy only.

D. Employees must work at least thirty-five (35) hours or more per week to be entitled to these premium payments.

2. The Board contribution for the core plan for employees working less than thirty-five (35) hours per week shall be prorated as follows:

Non-certificated employees shall be indexed at a percent equal to their weekly employment hours divided by thirty-five (35) hours.

Example:

Bus drivers at 4 hours/day = 20 weekly hours divided by 35 = .57 x .80% = 45.6% Board contribution per month.

3. The basic Board contribution for the PPO plan for employees working less than thirty-five (35) hours per week shall be prorated as follows:

Non-certificated employees shall be indexed at a percent equal to their weekly employment hours divided by thirty-five (35) hours.

Example:

Bus drivers at 4 hours/ day = 20 weekly hours divided by 35 = .57 x 65% = 37% Board contribution per month.

4. If both husband and wife are employed by the Board, they shall be covered under one family policy only, and their combined hours up to thirty-five (35) hours per week will be used to calculate the pro rata portions of the Board's contributions toward the premium.

B. Dental Insurance

1. Employees of the Board shall be eligible to participate in the Board-approved dental insurance plan.
3. During the life of this Agreement, the Board shall pay eighty (80%) of the cost of the single or family premiums of dental insurance for enrolling employees working thirty-five (35) hours or more per week, and agreeing to the employee's share paid via the Board's payroll deduction plan.

The Board contribution for employees working less than thirty-five (35) hours per week shall be prorated as follows:

Non-certificated employees shall be indexed at a percent equal to their weekly employment hours divided by thirty-five (35) hours.

Example:

Bus drivers at 4 hours/day = 20 weekly hours divided by 35 = .57 x 80% = 45.6% Board contribution per month.

3. If both husband and wife are employed by the Board, they shall be covered under one family policy only, and their' combined hours up to thirty-five (35) hours per week will be used to calculate the pro rata portions of the Board's contributions toward the premium.
4. Payroll Deduction:
 - (a) Employee contributions shall be deducted once per month as authorized by an enrollment card and payroll deduction authorization.
 - (b) The amount of the employee contribution is the difference between the contribution by the Board and the rate set annually by the health insurance provider for the Twin Valley Community Local School District group.
5. The current dental plan is set forth on Addendum #7.

C. Life Insurance

The Board will provide a \$30,000 term life insurance policy for each employee.

D. Miscellaneous

1. New employees may enroll in the group insurance programs within thirty (30) days of their initial employment with the Board. Employees who attempt to enroll in such programs after they have been employed for thirty (30) days will be provided coverage only upon approval of the insurance carrier.
2. Cash will not be paid to an employee in lieu of participation in the group insurance programs.
3. Employees who work less than twenty hours per week are not eligible for Health and Major Medical and Dental Insurance, but are eligible for Life Insurance.
4. The Board has the absolute right to change the carrier for any of the insurance programs contained herein, provided that such coverage and service shall be comparable to that as specified in the insurance policies herein. Summary of Benefits (attached as Addendum #6).

If the Board is considering changing carriers, the Association President shall be notified fifteen (15) days in advance of Board action. Notice shall include a copy of the current contract as well as any proposed contracts. The Association will, upon request, have its designated representatives meet within ten (10) days of receipt of the contracts cited above to discuss the contract changes.

E. IRS 125 Plan

The benefits provided to employees by Section 125 of the Revenue Act of 1978 shall be made available to all employees. An amount may be set aside under Section 125 of the Internal Revenue Code to cover the amount paid for eligible expenses, which include:

- Part A: Insurance premiums
- Part B: Medical spending account
- Part C: Dependent care account

ARTICLE 20
SALARY SCHEDULES

A. Salary Notice

Each year employees will receive a form which will list the number of scheduled working days, the number of paid holidays and the amount of vacation time, attached to the contract or salary notice. This form will be for the information of the employee, not a contractual statement.

B. Rental Payments

Employees working when buildings are rented out shall receive their appropriate rate of pay.

C. Wage rates for employees covered hereunder shall be as set forth in Addendum #1 attached hereto and made a part hereof. Each salary scale will be developed so that there is a uniform percentage increase from step to step.

D. The work week shall commence at 12:01 a.m. on Sunday and end at 12:00 midnight on Saturday.

E. Employees shall be paid their regular rate of pay for required attendance at job-related meetings.

F. Employees who are regularly assigned to work a shift which begins at and after 2:00 p.m. will receive a shift differential of \$.30 per hour, and employees who are regularly assigned to work a shift which begins at and after 10:00 p.m. will receive a shift differential of \$.40 per hour. If the employee is required to work before or after the regularly scheduled shift to which shift differential applies, the employee shall continue to receive the shift differential.

- G. BCII and FBI Check. The Board will pay the cost of an employee's BCII and FBI check on the following schedule: Bus drivers once every six (6) years; educational aides once every four (4) years; and all other employees once every five (5) years.
- H. If an error in excess of \$100 is made in calculating payroll, a check will be issued to the employee within three business days of discovering the error. If the error is the employee's fault, then payment will be made the next pay period.
- I. Employees will receive their paychecks by electronic transfer to a bank of their choice.
- J. Employees shall be paid in twenty-four (24) installments on the 5th and 20th of each month. If a pay day falls on a Saturday, Sunday or holiday, paychecks will be issued on the immediately preceding business day. (Employees who regularly work less than five (5) hours per day may choose not to stretch their pay.)

ARTICLE 21
OVERTIME

A. Overtime

- 1. One and one-half (1-1/2) times the employee's regular straight time rate shall be paid for all hours physically worked in excess of forty (40) in one week. If a holiday occurs in a week, the hours the employee is regularly scheduled to work shall count as hours physically worked.
- 2. Employees who are called in to work will be provided with a minimum of two (2) hours of pay at their regular straight time rate unless Paragraph A.1. of this Article applies.

ARTICLE 22
TRANSPORTATION

A. Field Trips

- 1. All trips shall be paid at \$11.50 per hour. All trips shall be a minimum of three (3) hours' pay.
- 2. Week day field trips with a departure time of 4:00 P.M. or later, weekend field trips and other week day field trips that do not conflict with the drivers' regular runs shall, as far as practical, be rotated among all requesting regular drivers. Every attempt will be made to schedule week day field trips so as not to conflict with regular routes.

Week day field trips that conflict with the regular drivers' regular runs shall, as far as practical, be rotated among substitutes.

B. Regular Routes

1. Hours shall be calculated from thirty (30) minutes prior to first scheduled pick-up in A.M. schedule through arrival at last school building assigned in A.M. P.M. hours shall be calculated from five (5) minutes before the first dismissal at first building of P.M. assignment until fifteen (15) minutes after last scheduled P.M. student drop.
2. If school buses are housed in a central location in the future, the parties will renegotiate subparagraph 1 of this Paragraph B.

C. Mid-Day Routes (if applicable)

Mid-day hours shall be calculated from fifteen (15) minutes before dismissal to fifteen (15) minutes after the last scheduled student drop.

D. Joint Vocational School Routes

Morning hours shall be calculated from thirty (30) minutes prior to scheduled arrival at assigned building through return to assigned building. Afternoon (P.M.) hours shall be calculated from building of origin until fifteen (15) minutes after return to building of origin. Additional hours shall be reported on those days when schools are not in session or the elementary schools have an early dismissal which Joint Vocational School buses cannot meet.

E. Emergency Situations

When a driver is required to assist another driver due to mechanical failure, or to make an extra run in an emergency, any hours shall be reported over and above the regularly scheduled hours for reimbursement at the hourly rate of pay.

F. Forty Hour Limit

Any driver who has reached or exceeded forty (40) hours in a work week, including all regularly assigned route hours for that week, will not be eligible for extra trips.

G. Advanced Driver's Course

Drivers who completed the Advanced Driver's Course and/or complete the requirements for the Red Cross First Aid Certificate shall receive an additional five cents (\$.05) per hour. Provided the advanced driver's course or Red Cross First Aid course is updated at least every five (5) years.

H. Vehicle Washing

When Board owned vehicles require washing, the Board will provide for washing or will reimburse the employee for money spent for washing. The reimbursement will not exceed \$20.00 per washing. Buses must be washed at least monthly but no more often than twice a month at Board expense. The Board will reimburse employees \$35.00 for the end of the year cleaning of the bus.

I. Spare Buses

Drivers shall not be held responsible for spare buses' condition (i.e. gas, oil, antifreeze). These buses shall be in operable condition for emergencies.

J. Commercial Driver License

Drivers must maintain a commercial driver license as a condition of continued employment. The Board will reimburse employees for the difference between the cost of the renewal of a commercial driver license, and the cost of the renewal of a regular driver license. In addition, employees will be paid their regular rate of pay for hours worked during recertification of the commercial driver license.

K. State Mandated Meetings

Drivers will be paid at their regular rate of pay for State mandated meetings. This will not include meetings required to reinstate a lapsed commercial driver license, except that the Superintendent may authorize payment for an employee who is off work due to illness or injury, which prevents the employee from timely renewal of the commercial driver's license.

L. Required Training Through Public SchoolWorks

Drivers will be paid at their regular hourly rate for hours actually spent in training through Public SchoolWorks.

ARTICLE 23
FOOD SERVICE

- A. Food service employees who are scheduled to work prior to the opening of school or after the closing of school shall be paid their regular rate of pay.
- B. Extra duty assignments will be offered to a charge cook first, and other food service employees, as required, on a rotating basis.
- C. Food service employees with contract of fewer than five and one-half (5-1/2) hours a day are receiving extra hours of work during the regularly scheduled work day. Since food service

employees with contracts for working the regularly scheduled work day (usually employees with greater seniority) are excluded from any such extra duty assignments, an imbalance in the opportunity for extra hours has evolved. In an effort to correct this inequity and better meet the needs of the clientele served, as well as the food service staff as a whole, the following procedures will be implemented for events that are scheduled outside the time frame of the regularly scheduled work day:

1. When one (1) person is needed, the head cook will be offered the extra duty assignment. If the head cook declines, the assignment will be offered to the assistant cooks by seniority, on a rotating basis, starting with the most senior for each extra duty assignment.
 2. When two (2) or more people are needed the procedure in Paragraph C.1. above will be followed. Assistant cooks will then be offered any more available extra duty assignments for the event by seniority on a rotating basis, starting with the most senior for each extra duty assignment. If any decline the assignment, cashier/servers will then be offered any other available extra duty assignments for the event on a rotating basis.
- D. Food service employees who are regularly scheduled to work at least four (4) but less than five (5) hours per day will receive one (1) 15-minute paid break included within the 5-hour work day. Food service employees regularly scheduled to work at least five (5) hours a day will receive a 30-minute paid lunch break included within the regularly scheduled day. The only exception to an employee taking a 30 minute duty-free lunch each day will be if an employee is asked to work by his/her immediate supervisor, a building principal, or the Superintendent. If asked to work by some other individual, the employee may respond to the request only with permission of the employee's immediate supervisor, a building principal, or the Superintendent. When an employee works any part of his/her thirty (30) minute, duty-free lunch, the full thirty (30) minutes shall count as hours worked for that workweek. The administrative personnel that authorizes the time sheet of the employee shall note on the time sheet along with the employee, and both shall initial that the employee worked during his her thirty (30) minute, duty-free lunch.
- E. The charge cook will be on a contract of seven and one-half (7-1/2) hours a day.
- F. Required Training Through Public SchoolWorks

Food service employees will be paid at their regular hourly rate for hours actually spent in training through Public SchoolWorks.

ARTICLE 24
CUSTODIAL/MAINTENANCE

- A. Custodians and maintenance employees will be scheduled to work a period of eight (8) consecutive hours each day, which includes a 30-minute paid lunch, and two (2) 15-minute paid breaks. Lunch and break periods will be scheduled. The only exception to an employee taking a 30 minute duty-free lunch each day will be if an employee is asked to work by his/her immediate supervisor, a building principal, or the Superintendent. If asked to work by some other individual, the employee may respond to the request only with permission of the employee's immediate supervisor, a building principal, or the Superintendent. When an employee works any part of his/her thirty (30) minute, duty-free lunch, the full thirty (30) minutes shall count toward the employee's forty (40) hours of work for that workweek. The administrative personnel that authorizes the time sheet of the employee shall note on the time sheet along with the employee, and both shall initial that the employee worked during his her thirty (30) minute, duty-free lunch.
- B. Each year of this Agreement, the Board will reimburse maintenance/mechanic employees up to \$100 for steel-toed safety shoes. The Board will provide maintenance/mechanic employees with five shirts and five pants per week.
- C. Maintenance Wages

If there is a vacancy in the maintenance classification, the Board will have the discretion to pay the new employee at up to Step 10 of the Wage Schedule.

ARTICLE 25
SECRETARIES AND AIDES

- A. Secretaries scheduled to work a period of eight (8) consecutive hours shall receive a 30-minute paid lunch as a part of the eight (8) hours. The only exception to an employee taking a 30 minute duty-free lunch each day will be if an employee is asked to work by his/her immediate supervisor, a building principal, or the Superintendent. If asked to work by some other individual, the employee may respond to the request only with permission of the employee's immediate supervisor, a building principal, or the Superintendent. When an employee works any part of his/her thirty (30) minute, duty-free lunch, the full thirty (30) minutes shall count toward the employee's forty (40) hours of work for that workweek. The administrative personnel that authorizes the time sheet of the employee shall note on the time sheet along with the employee, and both shall initial that the employee worked during his her thirty (30) minute, duty-free lunch.
- B. Aides scheduled to work a period of seven (7) consecutive hours shall receive a 30-minute paid lunch as a part of the seven (7) hours. The only exception to an employee taking a 30 minute duty-free lunch each day will be if an employee is asked to work by his/her immediate supervisor, a building principal, or the Superintendent. If asked to work by some other individual, the employee may respond to the request only with permission of the employee's

immediate supervisor, a building principal, or the Superintendent. When an employee works any part of his/her thirty (30) minute, duty-free lunch, the full thirty (30) minutes shall count toward the employee's of work for that workweek. The administrative personnel that authorizes the time sheet of the employee shall note on the time sheet along with the employee, and both shall initial that the employee worked during his her thirty (30) minute, duty-free lunch.

C. Required Training Through Public School Works

Educational aides who are unable to complete training through Public School Works during their regularly scheduled hours of work will be paid at their regular hourly rate for hours actually spent in training.

ARTICLE 26
MILEAGE REIMBURSEMENT

When employees use their own vehicles to attend out of District in-service meetings, or in the performance of their jobs, with prior approval of the Superintendent, they shall be reimbursed for mileage at the current IRS rate.

ARTICLE 27
ADMISSION TO SCHOOL EVENTS

Employees covered hereunder shall be given free admission to school events on the same basis as free admission is provided to teachers.

ARTICLE 28
SERS PICK-UP UTILIZING THE EARNINGS REDUCTION METHOD

The Board shall designate each employee's mandatory contributions to the State Employees 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 82097, 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 pick up 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 worker's 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 rata reduction shall result with the employee contributing that portion which falls below such minimum as may be required by State law.
- E. The Board will pay two percent (2%) of the employee's required contribution to the School Employees Retirement System of Ohio in addition to the Board's required contribution under Ohio law.

ARTICLE 29
ATTENDANCE INCENTIVE PLAN

- A. Each classified employee, eligible to be a member of the bargaining unit, will be granted an "Attendance Bonus Account" at the beginning of each contractual year (July 1 through June 30). The following sums will be available in the Account:
 - 1. \$275 for 9 and 10 month employees
 - 2. \$300 for 11 and 12 month employees
- B. Employee absences will be charged to the Account in the following manner:
 - 1. A sum equal to one-fourth of the Account Fund will be deducted for each sick leave day used for illness in the immediate family, doctor's appointments, and dental appointments. This will amount to \$68.75 for 9 and 10 month employees, and \$75 for 11 and 12 month employees. Four such leave days will exhaust the Attendance Bonus Account.
 - 2. A sum equal to one-fifth of the Account Fund will be deducted for each other day of personal sick leave used. This will amount to \$55.00 for 9 and 10 month employees, and \$60.00 for 11 and 12 month employees. Five such leave days will exhaust the Attendance Bonus Account.
 - 3. For purpose of the Attendance Incentive Plan, employee accounts will not be deducted for attendance at funerals of spouse, parents, parents-in-law, children, brothers, or sisters, but time will be charged against sick leave.

4. Each "leave without pay" day (deduct or dock day) will count as a sick day for Attendance Incentive purpose.
- C. At the end of the contract year, a calculation of leave deductions will be made. Money left in the employees "Attendance Bonus Account" will be paid to the employee in July.

ARTICLE 30
NO STRIKE/LOCKOUT

- A. It is agreed that during the term of this Agreement, there will be no lockout on the part of the Board nor any strike, stoppage, slowdown or other interruption of work for any cause whatsoever by the employees or the Association.
- B. The Association agrees that it will not encourage, sanction or approve any strike, stoppage, slowdown, or other interruption of work during the term of this Agreement and the Association will actively discourage and publicly denounce any strike, stoppage, slowdown or other interruption of work in violation of this Article.
- C. In the event the Association or other employee organization engages in any picketing, strike, work stoppage, or other interruption of work, it is expressly understood that the employees covered hereunder shall continue to work during any such activity as a condition of continued employment, without exception, and upon the request of the Superintendent or the Board.

ARTICLE 31
PROGRESSIVE DISCIPLINE

- A. The Board may discipline employees for just cause. Forms of disciplinary action may include:
 1. Documented verbal warning
 2. Written warning
 3. 3-Day Suspension Without Pay
 4. 5-Day Suspension Without Pay
 5. Termination
- B. The Board will follow principles of progressive discipline, whenever appropriate. The parties recognize, however, that certain employee misconduct may be severe enough to justify deviating from progressive disciplinary principles.

- C. A predisciplinary hearing will be conducted prior to the issuance of discipline. The employee shall receive advance written notice of all charges of misconduct as well as the hearing date and time at least forty-eight (48) hours in advance of the hearing. The employee will be informed of the right to Association representation in the written notice. Association representation for purposes of this Article means the OAPSE Field Representative, or if the OAPSE Field Representative is not available at the time scheduled for the predisciplinary hearing, a designated member of the bargaining unit. Suspension and terminations may be processed through the grievance procedure beginning at Step III. Discipline less than suspension or termination can be processed through the grievance procedure, but not arbitrated.

ARTICLE 32
PERSONNEL FILES

- A. A personnel file of each employee shall be maintained in the office of the board of education. This shall be the only official file of recorded information of employees maintained by the Board and administration.
- B. Individual employees shall have access to their personnel files upon request. Requests of employees to have access to personnel files shall be handled by the Superintendent or the Treasurer of the Board. The employee shall have the right to have a copy of any information in the file at his/her expense. Personal per copy charges shall be uniform for all employees at ten cents (10¢) per copy.
- C. Use of personnel files of the employee shall be limited to the superintendent, Treasurer, Board Members, building principal(s) and supervisor(s).
- D. A copy of material being placed in the personnel file of an employee shall be given to the employee prior to its placement in the file. All materials placed in the personnel file of employees shall include the following:
1. A dated stamp of the date the item was placed in the file.
 2. Initials of the employee in whose file the entry is being made and the initials of the administrator placing information in the file.
- E. Statements or comments on any entry by either the employee or administrators stated above may be attached to documents entered into the personnel files of employees. No anonymous material shall be made a matter of record.
- F. Information in an employee's personnel file may be removed upon mutual agreement of the employee and the administrator making the entry.

ARTICLE 33
DURATION OF AGREEMENT

This Agreement, subject to adoption by the Board, shall be effective as of June 27, 2014 and shall remain in effect through June 30, 2016 and for yearly periods from year to year thereafter, unless either party shall give the other written notice of its intention to terminate this agreement not more than ninety (90) days and not less than sixty (60) days prior to the expiration date of June 30, 2016 or the end of any yearly extension period.

IN WITNESS WHEREOF, the parties hereto have set their hands this 24 day of October, 2014.

TWIN VALLEY COMMUNITY LOCAL
SCHOOL DISTRICT BOARD OF
EDUCATION

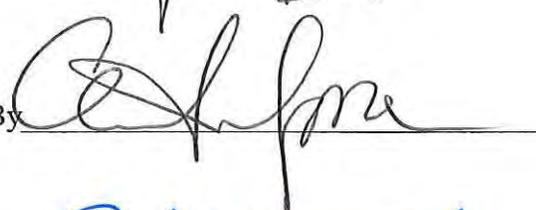
OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES,
CHAPTER #672

By 

By Katherine Turner

By 

By Amy Lewis

By 

By Don Shibe

By Rachel M. Tait

By Stephanie Callerman

By Scott Myerstadt

By D. Hall

J. Ellen Hickey

Addendum #1

Due to step freezes during fiscal years 2012, 2013 and 2014, steps maintained by District Office for employees employed during this period.

BUS DRIVER

Hourly Rate		Hourly Rate	
Step	Effective July 1, 2014	Step	Effective July 1, 2015
0	\$ 14.69	0	\$ 14.98
1	\$ 14.94	1	\$ 15.24
2	\$ 15.25	2	\$ 15.56
3	\$ 15.52	3	\$ 15.83
4	\$ 15.66	4	\$ 15.97
5	\$ 15.79	5	\$ 16.11
6	\$ 15.92	6	\$ 16.24
10	\$ 16.13	10	\$ 16.45
15	\$ 16.33	15	\$ 16.66
20	\$ 16.53	20	\$ 16.86

CUSTODIAN

Hourly Rate		Hourly Rate	
Step	Effective July 1, 2014	Step	Effective July 1, 2015
0	\$ 12.32	0	\$ 12.57
1	\$ 12.48	1	\$ 12.73
2	\$ 12.71	2	\$ 12.96
3	\$ 12.88	3	\$ 13.14
4	\$ 13.07	4	\$ 13.33
5	\$ 13.26	5	\$ 13.53
6	\$ 13.47	6	\$ 13.74
7	\$ 13.67	7	\$ 13.94
8	\$ 13.84	8	\$ 14.12
9	\$ 14.04	9	\$ 14.32
10	\$ 14.23	10	\$ 14.51
11	\$ 14.43	11	\$ 14.72
12	\$ 14.61	12	\$ 14.90
13	\$ 14.82	13	\$ 15.12
15	\$ 15.03	15	\$ 15.33
20	\$ 15.25	20	\$ 15.56
Head Custodian	High School		\$ 0.64
	Elementary		\$ 0.34

Addendum #1

Due to step freezes during fiscal years 2012, 2013 and 2014, steps maintained by District Office for employees employed during this period.

EDUCATIONAL AIDE

Hourly Rate		Hourly Rate	
Step	Effective July 1, 2014	Step	Effective July 1, 2015
0	\$ 9.66	0	\$ 9.85
1	\$ 9.90	1	\$ 10.10
2	\$ 10.10	2	\$ 10.30
3	\$ 10.33	3	\$ 10.54
4	\$ 10.52	4	\$ 10.73
5	\$ 10.76	5	\$ 10.98
6	\$ 10.95	6	\$ 11.17
10	\$ 11.12	10	\$ 11.34
15	\$ 11.26	15	\$ 11.49
20	\$ 11.46	20	\$ 11.69

Employees in the Educational Aide classification will receive an additional \$.20 per hour if the employee has been issued a current paraprofessional license by the Ohio Department of Education.

EDUCATIONAL AIDE - MEDIA CENTER

Hourly Rate		Hourly Rate	
Step	Effective July 1, 2014	Step	Effective July 1, 2015
0	\$ 9.88	0	\$ 10.08
1	\$ 10.11	1	\$ 10.31
2	\$ 10.31	2	\$ 10.52
3	\$ 10.55	3	\$ 10.76
4	\$ 10.74	4	\$ 10.95
5	\$ 10.98	5	\$ 11.20
6	\$ 11.18	6	\$ 11.40
10	\$ 11.33	10	\$ 11.56
15	\$ 11.51	15	\$ 11.74
20	\$ 11.68	20	\$ 11.91

Addendum #1

Due to step freezes during fiscal years 2012, 2013 and 2014, steps maintained by District Office for employees employed during this period.

EDUCATION AIDE - TECHNOLOGY ASSISTANT

Hourly Rate		Hourly Rate	
Step	Effective July 1, 2014	Step	Effective July 1, 2015
0	\$ 10.76	0	\$ 10.98
1	\$ 10.99	1	\$ 11.21
2	\$ 11.20	2	\$ 11.42
3	\$ 11.42	3	\$ 11.65
4	\$ 11.61	4	\$ 11.84
5	\$ 11.85	5	\$ 12.09
6	\$ 12.06	6	\$ 12.30
10	\$ 12.20	10	\$ 12.44
15	\$ 12.38	15	\$ 12.63
20	\$ 12.57	20	\$ 12.82

FOOD SERVICE

Hourly Rate		Hourly Rate	
Step	Effective July 1, 2014	Step	Effective July 1, 2015
0	\$ 9.89	0	\$ 10.09
1	\$ 10.04	1	\$ 10.24
2	\$ 10.17	2	\$ 10.37
3	\$ 10.31	3	\$ 10.52
4	\$ 10.47	4	\$ 10.68
5	\$ 10.59	5	\$ 10.80
6	\$ 10.72	6	\$ 10.93
7	\$ 10.88	7	\$ 11.10
8	\$ 11.02	8	\$ 11.24
9	\$ 11.15	9	\$ 11.37
10	\$ 11.31	10	\$ 11.54
11	\$ 11.43	11	\$ 11.66
12	\$ 11.58	12	\$ 11.81
13	\$ 11.74	13	\$ 11.97
15	\$ 11.91	15	\$ 12.15
20	\$ 12.09	20	\$ 12.33

Charge Cook	\$ 0.65
Head Cashier	\$ 0.25

Addendum #1

Due to step freezes during fiscal years 2012, 2013 and 2014, steps maintained by District Office for employees employed during this period.

MAINTENANCE

Hourly Rate		Hourly Rate	
Step	Effective July 1, 2014	Step	Effective July 1, 2015
0	\$ 12.52	0	\$ 12.77
1	\$ 12.87	1	\$ 13.13
2	\$ 13.22	2	\$ 13.48
3	\$ 13.76	3	\$ 14.04
4	\$ 13.91	4	\$ 14.19
5	\$ 14.26	5	\$ 14.55
6	\$ 14.61	6	\$ 14.90
7	\$ 14.93	7	\$ 15.23
8	\$ 15.30	8	\$ 15.61
9	\$ 15.66	9	\$ 15.97
10	\$ 15.98	10	\$ 16.30
11	\$ 16.31	11	\$ 16.64
15	\$ 16.59	15	\$ 16.92
20	\$ 16.82	20	\$ 17.16

A maintenance employee will receive an equity adjustment of \$1.00 per hour upon completion of the S endorsement to the CDL.

SECRETARY

Hourly Rate		Hourly Rate	
Step	Effective July 1, 2014	Step	Effective July 1, 2015
0	\$ 11.87	0	\$ 12.11
1	\$ 12.02	1	\$ 12.26
2	\$ 12.16	2	\$ 12.40
3	\$ 12.32	3	\$ 12.57
4	\$ 12.45	4	\$ 12.70
5	\$ 12.63	5	\$ 12.88
6	\$ 12.78	6	\$ 13.04
7	\$ 12.92	7	\$ 13.18
8	\$ 13.07	8	\$ 13.33
9	\$ 13.24	9	\$ 13.50
10	\$ 13.81	10	\$ 14.09
11	\$ 13.96	11	\$ 14.24
12	\$ 14.11	12	\$ 14.39
13	\$ 14.69	13	\$ 14.98
15	\$ 14.88	15	\$ 15.18
20	\$ 15.12	20	\$ 15.42

School secretaries will be on duty each day school is in session.

Elementary, Middle School, and High School secretaries shall work three (3) weeks before school begins and three (3) weeks after school is out.

All secretaries shall serve an eight (8) hour day including lunch.

ADDENDUM #2

TWIN VALLEY COMMUNITY LOCAL SCHOOL DISTRICT
GRIEVANCE PROCEDURE FORM

Aggrieved Person, Persons, and/or Association _____

Address _____ Phone _____

School _____ Principal _____

Date Grievance Occurred _____ Date of Formal Filing _____

Person or Persons to Whom Grievance is Directed _____

Initiated on Level _____

Statement of Grievance:

What part of the definition of grievance is violated? Set forth the language and source violated.

Action Requested:

Have you discussed this with your immediate supervisor?

_____ Yes _____ No

If yes, what action has been taken so far?

Grievant's Signature

Administrator's Signature

ADDENDUM #3

TWIN VALLEY COMMUNITY LOCAL SCHOOL DISTRICT
GRIEVANCE DECISIONS

Level II (Formal) Decision _____

Date _____ Signature _____
Administrative Representative

Grievant and/or Association Representative

Level III (Formal Decision) _____

Date _____ Signature _____
Administrative Representative

Grievant and/or Association Representative

Level IV (Formal Decision) _____

Date _____ Signature _____
Administrative Representative

Grievant and/or Association Representative

Where decision requires additional space, attach pages as necessary.

Your Anthem Benefits



Core Plan

**Preble County Schools – Twin Valley Local Schools HD
Blue AccessSM (PPO)
Summary of Benefits, Effective 9/1/2011**

Covered Benefits	Network	Non-Network
Deductible (Single/Family) <i>(Applies only to percent (%) copayments)</i>	\$1,000/\$2,000	\$2,000/\$4,000
Out-of-Pocket Maximum (Single/Family)	\$2,000/\$4,000	\$4,000/\$8,000
Physician Office Services Including Office Surgeries, allergy serum and injections ¹ • Allergy testing	\$20 20%	40%
Preventive Care Medical History Mammography ¹ , Pelvic Exams, Pap testing and PSA tests Immunizations ¹ Annual diabetic eye exam Annual Vision and Hearing exams	\$20	40%
Outpatient Physical Medicine Therapies (Combined Network & Non-Network limits apply) Physical/Occupational therapy: 30/30 visit limit Spinal manipulations: 12 visit limit Speech therapy: 50 visit limit	Copayments based on place of service	Copayments based on place of service
Inpatient Services Unlimited days except for: 60 days Network/Non-Network combined for physical medicine/rehab 180 days Network/Non-Network combined for skilled nursing facility	20%	40%
Outpatient Surgery Hospital/Alternative Care Facility	20%	40%
Other Outpatient Services Hospital/Alternative Care Facility	20%	40%
Inpatient and Outpatient Professional Charges	20%	40%
Home Care Services 30 visits non-network limit for Home Care, excludes IV therapy	20%	40%
Hospice Services	20%	20%
Emergency and Urgent Care: Emergency Care in Emergency Room <i>(covers all services, copayment waived if admitted, than inpatient copayment applies)</i> Urgent Care Facility	\$100 \$50	\$100 \$50
Ambulance Services	20%	20%
Maternity Services	20%	40%
Behavioral Health Services: Mental Illness and Substance Abuse ² • Inpatient Facility Services • Inpatient Professional Services • Physician Home and Office Visits (PCP/SCP) • Other Outpatient Services, Outpatient Facility @ Hospital/Alternative Care Facility, Outpatient Professional	 20% 20% No Cost Share No Cost Share	 40% 40% 40% 40%
Lifetime Maximum (Combined Network and Non-Network)	Unlimited	Unlimited

Covered Benefits	Network	Non-Network
Human Organ and Tissue Transplants except Kidney and Cornea transplants ³	Covered in full	50%
Medical Supplies, Equipment and Appliances	20%	40%
Prescription Drug Options**: Network Retail Pharmacies: (30-day supply) Includes diabetic test strip Anthem Rx Direct Mail Service: (90-day supply) Includes diabetic test strip	 \$12 gen form/\$24 brand form 50% brand non form (min \$40, max \$80) \$24 gen form/\$48 brand form \$80 brand non form	 50%, min \$40 Not covered

Notes:

- All deductibles and copayments apply toward the Out-of-Pocket Maximum (except prescription drug, human organ and tissue transplants, excluding kidney and cornea, and flat dollar copayments for Preventive Care, Physician Office Services and Urgent Care).
- Deductible(s) apply only to covered services listed with a percentage (%) copayment excluding prescription drugs and allergy testing (Network). Deductible(s) do apply to allergy testing on Saver Plans.
- Network and Non-network deductibles, copayments and out-of-pocket maximums are separate and do not accumulate toward each other.
- Dependent age: to the end of the calendar year in which the child attains age 26.
- Certain diabetic and asthmatic supplies are covered in full at network pharmacies except diabetic test strips.
- ¹ These covered services are covered in full if you have a flat dollar copayment and if rendered without an office visit.
- ² Mental health/substance abuse must be authorized by the mental health administrator for services to be covered at the highest benefit level. Refer to Schedule of Benefits for limitations.
- ³ Kidney and Cornea are treated the same as any other illness and subject to the medical benefits and lifetime maximum.
- *Rx non-network diabetic/asthmatic supplies not covered except diabetic test strips.
- **If applicable, all prescription drug expenses (Network/Non-network, Retail/Mail-service combined) apply to the per individual deductible. Once the deductible is met, the appropriate copayment applies.

Precertification:

- Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help avoid any unnecessary reduction in benefits for non-covered or non-medically necessary services.

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

Your Anthem Benefits

Anthem. 

Preble County Schools – Twin Valley Local Schools
Blue AccessSM (PPO)

High Option

Summary of Benefits, Effective 9/1/2011

Covered Benefits	Network	Non-Network
Deductible (Single/Family) <i>(Applies only to percent (%) copayments)</i>	None	\$300/\$600
Out-of-Pocket Maximum (Single/Family)	\$500/\$1,000	\$1,000/\$2,000
Physician Office Services Including Office Surgeries, allergy serum and injections ¹ • Allergy testing	\$10 Covered in full	20% 20%
Preventive Care Medical History Mammography ¹ , Pelvic Exams, Pap testing and PSA tests Immunizations ¹ Annual diabetic eye exam Annual Vision and Hearing exams	\$10	20%
Outpatient Physical Medicine Therapies (Combined Network & Non-Network limits apply) Physical/Occupational therapy: 30/30 visit limit Spinal manipulations: 12 visit limit Speech therapy: 50 visit limit	Copayments based on place of service	Copayments based on place of service
Inpatient Services Unlimited days except for: 60 days Network/Non-Network combined for physical medicine/rehab 180 days Network/Non-Network combined for skilled nursing facility	Covered in full	20%
Outpatient Surgery Hospital/Alternative Care Facility	Covered in full	20%
Other Outpatient Services Hospital/Alternative Care Facility	Covered in full	20%
Inpatient and Outpatient Professional Charges	Covered in full	20%
Home Care Services 30 visits non-network limit for Home Care, excludes IV therapy	Covered in full	20%
Hospice Services	Covered in full	Covered in full
Emergency and Urgent Care: Emergency Care in Emergency Room <i>(covers all services, copayment waived if admitted, then inpatient copayment applies)</i> Urgent Care Facility	\$50 \$35	\$50 \$35
Ambulance Services	Covered in full	Covered in full
Maternity Services	Covered in full	20%
Behavioral Health Services: Mental Illness and Substance Abuse ² • Inpatient Facility Services • Inpatient Professional Services • Physician Home and Office Visits (PCP/SCP) • Other Outpatient Services, Outpatient Facility @ Hospital/Alternative Care Facility, Outpatient Professional	 Covered in full Covered in full Covered in full Covered in full	 20% 20% 20% 20%
Lifetime Maximum (Combined Network and Non-Network)	Unlimited	Unlimited

Anthem Blue Cross and Blue Shield is the trade name of Community Insurance Company.
An independent licensee of the Blue Cross and Blue Shield Association.
©Registered marks Blue Cross and Blue Shield Association.

Covered Benefits	Network	Non-Network
Human Organ and Tissue Transplants except Kidney and Cornea transplants ²	Covered in full	50%
Medical Supplies, Equipment and Appliances	20%	40%
Prescription Drug Options ^{3,4} :		
Network Retail Pharmacies: (30-day supply) Includes diabetic test strip	\$8 gen form/\$15 brand form \$25 non-form generic/brand	50%, min \$30*
Anthem Rx Direct Mail Service: (90-day supply) Includes diabetic test strip	\$16 gen form/\$30 brand form \$50 non-form generic/brand	Not covered

Notes:

- All deductibles and copayments apply toward the Out-of-Pocket Maximum (except prescription drug, human organ and tissue transplants, excluding kidney and cornea, and flat dollar copayments for Preventive Care, Physician Office Services and Urgent Care).
- Deductible(s) apply only to covered services listed with a percentage (%) copayment excluding prescription drugs and allergy testing (Network). Deductible(s) do apply to allergy testing on Silver Plans.
- Network and Non-network deductibles, copayments and out-of-pocket maximums are separate and do not accumulate toward each other.
- Dependent age: to the end of the calendar year in which the child attains age 26.
- Certain diabetic and asthmatic supplies are covered in full at network pharmacies except diabetic test strips.
- These covered services are covered in full if you have a flat dollar copayment and if rendered without an office visit.
- Mental health/substance abuse must be authorized by the mental health administrator for services to be covered at the highest benefit level. Refer to Schedule of Benefits for limitations.
- Kidney and Cornea are treated the same as any other illness and subject to the medical benefits and lifetime maximum.
- Rx non-network diabetic/asthmatic supplies not covered except diabetic test strips.
- **If applicable, all prescription drug expenses (Network/Non-network, Retail/Mail-service combined) apply to the per individual deductible. Once the deductible is met, the appropriate copayment applies.

Pre-certification:

- Members are encouraged to always obtain prior approval when using non-network providers. Pre-certification will help avoid any unnecessary reduction in benefits for non-covered or non-medically necessary services.

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



**Delta Dental PPO (Point-of-Service)
Summary of Dental Plan Benefits
For Group# 0000079-0005, 0099
Preble County Schools Consortium**

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. In the event that you seek treatment from a dentist that does not participate in any of Delta Dental's programs, you may be responsible for more than the percentage indicated below.

Control Plan – Delta Dental of Ohio

Benefit Year – January 1 through December 31

Covered Services -

	PPO Dentist	Premier Dentist	Nonparticipating Dentist
	Plan Pays	Plan Pays	Plan Pays
Class I Benefits			
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%
Class II Benefits			
Minor Restorative Services - includes fillings	80%	80%	80%
Periodontic Services - to treat gum disease	80%	80%	80%
Endodontic Services - includes root canals	80%	80%	80%
Oral Surgery Services - extractions and dental surgery	80%	80%	80%
Refines and Repairs - to bridges and dentures	80%	80%	80%
Other Basic Services - misc. services	80%	80%	80%
Class III Benefits			
Major Restorative Services - includes crowns	50%	50%	50%
Prosthodontic Services - includes bridges and dentures	50%	50%	50%
Implants - endosteal implants to replace missing teeth	50%	50%	50%
Class IV Benefits			
Orthodontic Services - includes braces	60%	60%	60%
Orthodontic Age Limit -	No Age Limit	No Age Limit	No Age Limit

- Oral exams are payable twice per calendar year.
- Prophylaxes (cleanings) are payable twice per calendar year.
- Fluoride treatments are payable twice per calendar year for people up to age 19.
- Bitewing X-rays are payable twice per calendar year and full mouth X-rays (which include bitewing X-rays) are payable once in any three-year period.
- Sealants are only payable once per tooth per lifetime for the occlusal surface of first permanent molars up to age nine and second permanent molars up to age 14. The surface must be free from decay and restorations.
- Composite resin (white) restorations are Covered Services on posterior teeth.
- Porcelain crowns are optional treatment on posterior teeth.
- Implants and implant related services are payable once per tooth in any five-year period.

Customer Service Toll-Free Number: 800-524-0149

www.deltadentaloh.com

August 3, 2009