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**AGREEMENT**

**BETWEEN**

**THE MAD RIVER LOCAL SCHOOLS**

**BOARD OF EDUCATION**

**AND**

**THE MAD RIVER EDUCATION ASSOCIATION**

**EFFECTIVE July 1, 2015**

**THROUGH June 30, 2017**

**An Equal Opportunity Employer**

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## **ARTICLE 1.00 - PREAMBLE**

1.01 The Mad River Local Board of Education, hereinafter referred to as the "Board", and the Mad River Education Association, hereinafter referred to as the "Association", affiliated with the Ohio Education Association and the National Education Association, do hereby agree that the welfare of the children of the Mad River Local Board of Education 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.

### 1.02 **BOARD RIGHTS**

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, as limited by the terms and conditions of this Agreement, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws of the State of Ohio and/or the United States, including the management and control of the school properties, facilities, grades and courses of study, athletic and recreational programs, methods of instruction, materials used for instruction, and the selection, direction, transfer, promotion or demotion, discipline, or dismissal of all personnel. The Board also recognizes that the best interests of public education will be served by establishing procedures to provide an orderly method for the Board and representatives of the professional certificated/licensed staff to discuss matters of mutual concern.

### 1.03 **RECOGNITION**

The Association is hereby recognized as the sole and exclusive bargaining agent for all certificated/licensed non-administrative staff. Employees in this unit will be hereinafter referred to as staff members and/or teachers.

1.04 "Certificated/Licensed Teaching Staff" includes all full-time and regular part-time (two (2) or more teaching hours per day) teachers, speech and language pathologists, nurses, counselors, certificated/licensed tutors, school therapists and certificated/licensed librarians of the District not excluded as a matter of law. Employees in this unit will be hereinafter referred to as staff members and/or teachers.

## **ARTICLE 2.00 - ASSOCIATION AND TEACHER RIGHTS**

- 2.01 Teachers shall have the right to organize, join and assist the Association and to participate in professional negotiations with the Board through representatives of their own choosing. Teachers shall have the right to refrain from any or all of such activities.
- 2.02 **ASSOCIATION RIGHTS:** the Association shall have the following rights:
- A. Use of a school bulletin board in the teachers' lounge or preparation areas, school mail and email within legal bounds, and teachers' mailboxes.
  - B. Use of school buildings in accordance with regulations established by the Board.
  - C. Making brief announcements at general and other faculty meetings.
  - D. Appointment of MREA members to serve on any committees established as a result of negotiations and included in this Agreement.
  - E. One copy of a Board meeting agenda at the same time it is sent to the administrative staff.
- 2.03 The Association President shall be furnished, on request, all regularly and routinely prepared information concerning the financial condition of the school, including annual financial statement and adopted budget. The Board and the Administration will grant reasonable requests for any other readily available and pertinent information which may be relevant to negotiations. Nothing herein shall require the Central Administrative Staff to research and assemble information.
- 2.04 In the interest of furthering employee-employer relations, a joint Labor/Management Committee will convene from time to time for the purpose of discussing areas of mutual concern. Members of the Committee will be released from their duties to attend such meetings.
- The Labor Management Committee will be authorized to make housekeeping contract changes during the contract term as long as the changes do not affect compensation, benefits or working conditions.
- 2.05 A copy of the Board Policy Book shall be placed in the Reserve Section library of each building in the District and a copy of the same shall be given to the Association President. When changes are made in this policy, copies of the change/s shall be given to the Association President and added to the copies in each library.

2.06 **ASSOCIATION LEAVE:**

The Association shall be granted six (6) days of release time per school year to attend conventions, meetings, and conferences. Additional days and/or reasons for Association leave will be by agreement of the Superintendent. The Board agrees to provide substitutes in their absence and continue their salary and benefits for those days. Requests for said leave shall be submitted in writing to the Director of Human Resources at least three (3) days in advance. Absence for Association Leave will not be counted against “perfect attendance.”

**ARTICLE 3.00 - NEW TEACHER RIGHTS**

- 3.01 Each new teacher shall receive, with his/her contract of employment, a copy of the current Agreement between the Board and the MREA. The cost of the reproduction of the above Agreement shall be shared equally by the MREA and the Board.
- 3.02 A new teacher shall receive an orientation to the Mad River School District. This orientation will not exceed three (3) days unless the Superintendent determines additional time is needed.
- 3.03 Each teacher new to the district will be afforded a mentor to assist him/her in the new assignment during the new teacher's first school year. Mentors will not be required to participate in the new teacher orientation if said orientation is on non-contractual days.

**ARTICLE 4.00 - JOB SECURITY/DISCIPLINARY ACTIONS**

4.01 **JOB SECURITY**

- A. Each newly hired teacher shall serve a probationary employment period in Mad River Local Schools of four (4) consecutive full school years of full-time employment. During the probationary period, the teacher shall receive a contract for no longer than one (1) school year. If re-employed after completion of the probationary period, the teacher shall be issued a contract for continuing employment. Failure of the Superintendent to make a recommendation for continuing contract status or failure of the Board to grant continuing contract status shall not be made the subject of a grievance and shall not be processed as such.
- B. Contracts issued to teachers shall specify the following information:
  - 1. Type of contract (limited or continuing)
  - 2. School year

3. The name of the employee
4. The base pay
5. Statement of salary classification
  - a. Schedule category
  - b. Years of Experience
6. Contract conditions
  - a. To maintain the certificates/licenses held at the time of the execution of this Contract, or any renewal thereof. The parties agree that this applies only to new hires on and after June 1, 1988 and to any staff member who voluntarily transfers into an extended service contract area on or after June 1, 1988. This does not apply to renewals of limited contracts or issuance of continuing contracts to other employees under contract prior to June 1, 1988, nor to such employees involuntarily transferred into an extended service contract area on or after June 1, 1988. Additionally, this may be waived on an individual basis at the discretion of the Superintendent.
  - b. To perform, in accordance with the customs and policies in the Mad River Local School District, such regular teaching duties as the Superintendent of Schools may assign and direct. Such assignments are subject to change in accordance with school policy.
  - c. To perform such duties, in addition to regular teaching duties, in accordance with the customs and policies in the Mad River Local School District, as the Superintendent may assign and direct. Extra-curricular compensated positions are excluded for such assignments. Such assignments are subject to change in accordance with school policy.
  - d. To abide by and conform to the rules and regulations and policies of the Mad River Local School District.
  - e. To refrain from conduct unbecoming to the teaching profession.

- C. The Administration agrees to provide teachers with a written notice of their tentative building assignment and grade level/class subject(s) assignment on or before the close of the school year with the expressed understanding that assignments may be revised. Teachers shall be advised as soon as possible when changes become necessary.
- D. **Contract Year:** Teachers shall have a contract year of no more than one hundred eighty-four (184 work days), unless extended by supplemental contract.
- E. **Calamity Days:** When weather or other unexpected events cause the closing of schools for students, teachers may be required to report. If instructional days must be made up, teachers will be paid at their normal per diem rate for all days worked in excess of the normal 184 work year. The first make up day beyond five (5) calamity days would occur on Presidents Day or on January PD day, whichever would occur first. Any other make-up days would occur at the end of the school year. Labor Management Committee will conduct a yearly review for possible changes for the following year.
- F. **Contract Work Day:** Teachers shall have a contracted work day of seven and one-fourth (7-1/4) hours. Each work day shall include one (1) duty-free lunch period of no less than thirty (30) minutes.
- G. **Early Release for Record Keeping:** A district-wide early student release will occur at the end of each grading period for record keeping purposes as follows:
- |                                                                 |                         |
|-----------------------------------------------------------------|-------------------------|
| First (1 <sup>st</sup> ) and Third (3 <sup>rd</sup> ) Quarter   | One Hour early release  |
| Second (2 <sup>nd</sup> ) and Fourth (4 <sup>th</sup> ) Quarter | Two hours early release |
- H. Limited teaching contracts shall be acted upon by the Board by no later than **June 1**, with notices of non-renewal served to the affected teachers by that date. If the Board fails to take such timely action, or to serve such timely notice, the teacher shall be deemed re-employed under a limited contract for one year.
- I. The decision of the Superintendent to not recommend re-employment of a limited contract teacher and/or the decision of the Board to not re-employ shall not be subject to appeal under the grievance procedure of this Agreement except that a claim of untimely notice of such non-reemployment shall be grievable. If the Board fails to comply with the provisions of Article 11- TEACHER EVALUATION, the teacher shall be deemed re-employed under a limited contract for one (1) year.
- J. The decision of the Board to terminate a teacher's contract shall be subject to appeal under the grievance procedure with the burden of proof being on the Board to show good and just cause for the decision(s).

- K. **Background Checks:** The Board shall pay the cost of the initial BCI and FBI check for all teachers. The cost for subsequent background checks will be the teacher's responsibility.

4.02 **DISCIPLINARY ACTIONS**

- A. Discipline shall be applied in a progressive and corrective manner, except in circumstances wherein the teacher is found guilty of misconduct, or the teacher's presence represents a clear and present danger to students, employees, or the public.
- B. The Superintendent, or his/her designee, shall have the right to reprimand, suspend with or without pay, and otherwise discipline a teacher for good and just cause. The Superintendent may suspend (with or without pay) for up to the remainder of a school year and recommend to the Board that a probationary teacher not be re-employed.
- C. A bargaining unit member has the right to Association representation on any matter for which discipline could be administered or which could lead to disciplinary action. It is understood the employer may limit this right in the event immediate action is necessary to protect persons and/or property.
- D. Prior to the imposition of discipline more severe than a written reprimand, the affected teacher shall have the right to an informal hearing before the appropriate administrator.
- E. Terminations and suspensions shall be subject to appeal on the basis of good and just cause via the grievance procedure herein. In arbitration of matters involving discipline, the Board has the burden of proof and the arbitrator is expressly given the authority to modify (either by increasing or decreasing) a discipline which is subject to the grievance procedure. The parties agree that in the event a grievance involving discipline is submitted to arbitration, the procedure for adjustment of such grievance is fair and complete and constitutes the sole and exclusive method for the adjustment of the grievance.

- 4.03 The provisions of this article dealing with staff contracts, termination and/or probationary periods are specifically intended to supplant Ohio Revised Code Sections 3319.11, 3319.111 and 3319.16.

**ARTICLE 5.00 - PAYROLL PROCEDURES**

- 5.01 Payroll periods are established on the basis of two (2) pays and twenty-four (24) pay periods per year. Paychecks will be made available no later than the end of the normal working day on payday, except when a calamity day falls on a payday, checks will be available on the next normal working day. When a payday falls on a holiday or day of vacation, the pay will be made on the preceding day.

5.02 Deductions shall be made for unauthorized absences, federal, state, and local taxes required by law and the teacher's share of the retirement contribution. Deductions for unauthorized absences shall be calculated by dividing the total contract salary by the total contract days.

5.03 Deductions and direct deposits shall be made upon the request of the teacher for: the teacher's credit union, bank (reasonably possible), savings institution (if reasonably possible), tax sheltered annuities, income protection, IRS Section 125 and United Appeal. Deductions in the total amount of ten (\$10.00) dollars or more will be made for United Way in four (4) equal installments beginning the first pay in January.

New teachers/tutors hired on or after May 1, 2000, will participate in the direct deposit program with the financial institution(s) (if reasonably possible) selected by the teacher/tutor.

5.04 In the event a teacher receives less than the teacher is entitled to receive under Articles 30.00, 31.00 and/or 32.00, then the Board shall promptly pay to the teacher an amount equal to the difference between the amount that should have been paid and the amount that was actually paid.

5.05 In the event a teacher receives more pay than the teacher is entitled to under Articles 30.00, 31.00, and 32.00, then the teacher shall return to the Board an amount equal to the difference between the amount that should have been paid and the amount that was actually paid. In such event, the teacher and the Administration shall make their best effort to mutually agree upon a reasonable repayment plan.

5.06 In accordance with Section 3313.262 of the Revised Code, the Treasurer of the Mad River Board of Education shall deduct from the wages and salaries of teachers such amounts for political organizations and parties and for non-partisan issues as the teacher, by written authorization, may demand and shall transmit any amount so deducted as the authorization shall direct. Any such authorization shall be on a form which is separate from any form used to apply for or authorize membership in or authorize payment of dues or fees to any organization.

5.07 Dues for the United Education Profession (MREA, WOE, OEA, and NEA) shall be deducted from a teacher's pay upon the Association providing the Board Treasurer with an individually signed payroll deduction authorization form. Dues deduction authorizations shall be continuous unless revoked by the employee. The Treasurer is authorized to make available all Association dues deductions to the Association within five (5) working days after such deductions are made.

5.08 The Association will indemnify and save the Board harmless from any and all claims arising out of dues deductions by the Board in reliance upon the authorizations and representations presented by the Association, unless said claim arises from clerical error on the Board's part.

## ARTICLE 6.00 - SCHOOL CALENDAR

- 6.01 The calendar for the school year shall be established two years in advance by a committee composed of one (1) Board member, one (1) central office administrator, one (1) secondary and one (1) elementary administrator, the MREA President, one (1) teacher from each level (high school, middle school 5/6, middle school 7/8 and elementary school) and representatives of the classified employees. MREA will select teacher representation.
- 6.02 The function of the committee, adopting a calendar to be recommended to the Board, shall be carried out by a vote of committee members. The committee will submit calendar options to all staff for a vote. The results of this action shall be communicated to the Board by the end of April preceding the school year in question. The Board may adopt or reject the committee's calendar recommendation. If rejected, the Board may then adopt a calendar of its choice. Board action on the calendar shall take place and be communicated to the staff by the end of May preceding the school year in question.
- 6.03 Should a change become necessary in an established calendar, the matter of changes shall be referred to the calendar committee. The calendar committee shall thereafter, using the voting procedure outlined above, forward its recommendations to the Board, which may adopt or reject the recommendations. If rejected, the Board may then adopt a calendar of its choice.

## ARTICLE 7.00 - VACANCIES, TRANSFERS, AND REASSIGNMENTS

- 7.01 Transfers and reassignments shall be made in accordance with the needs of the schools.
- 7.02 **DEFINITIONS:**
- A. **Transfer** -- a transfer shall be defined as a change from one building to another within the school district.
  - B. **Reassignment** -- a reassignment shall be defined as a change of subject or grade level taught.
  - C. **Vacancy** -- a vacancy is an open position which may result from a transfer, reassignment, resignation, retirement, non-renewal or the creation of a new position.
- 7.03 Vacancies occurring in the District (other than those occurring between July 31 and September 15 of each year) shall not be filled, except on a temporary basis, until the vacancy has been posted for at least ten (10) working days.
- 7.04 Vacancies in the certificated staff shall be advertised internally as they occur.

- 7.05 Summer School vacancies shall be posted after May 15 or as soon thereafter as the needs are known.
- 7.06 Adult Education vacancies shall be posted as soon after the opening of school as the needs are known.
- 7.07 When a full-time position is declared vacant by the Director of Human Resources, certificated/licensed tutors holding appropriate certification/licensure will be given first consideration for the position, but the Board may employ whomever it deems the best of all candidates for the position.
- 7.08 When a supplemental contract position is declared vacant by the Director of Human Resources, consideration for filling supplemental contract positions shall be made in the following order:
- A. Qualified certificated/licensed applicants in the District.
  - B. Any other qualified applicant.
- 7.09 **TRANSFERS AND REASSIGNMENTS:**
- A. The Director of Human Resources shall conduct a continuous study of needs and shall make recommendations to the Superintendent pertaining to any transfer of an employee. A copy of the staffing projections for the next school year shall be provided to the Association President by May 1 of each school year. Any teacher who is to be transferred shall be consulted prior to transfer, when feasible. Upon request, a teacher who has been informed of his/her transfer shall be granted a conference with the Superintendent, or his/her designee, in order to discuss the reasons for the transfer.
- 7.10 Should transfers become necessary due to shifting enrollments, persons having the least District-wide seniority at that building being affected shall be considered first, unless there are volunteers. Should re-assignments become necessary due to shifting enrollments, persons having the least District-wide seniority at that building and level being affected shall be considered moved first, unless there are volunteers.
- 7.11 A teacher may also request a transfer from one school to another or from one assignment to another by addressing such request in writing to the Director of Human Resources.
- 7.12 Any teacher wishing to be considered for a change in assignment should notify the Director of Human Resources in writing no later than June 1 of the school year preceding the year in which the transfer would take place.
- 7.13 Teachers wishing to be considered for summer school vacancies which may occur after school is out should so notify the Director of Human Resources.

- 7.14 The Superintendent of Schools, by law, has the authority and responsibility in all transfers and reassignments, except as modified by the expressed and specific terms and conditions of this Agreement.

### **ARTICLE 8.00 - SCHOOL PROCEDURES**

- 8.01 **FACULTY ADVISORY COMMITTEE:** Each Principal shall establish and maintain a Faculty Advisory Committee (FAC) prior to October 1 of each year.
- A. The function of the FAC is to evaluate instructional loads and to make recommendations for improvements in building policies and procedures. Concerns that require further attention may be forwarded to the Labor Management Committee (LMC).
  - B. FAC should be composed of teachers and building administrator(s). Each building staff and administration will establish a procedure to form said committee. A MREA representative will be part of the committee and if the building has a representative on the district LMC, they will be part of this committee.
  - C. Regular meetings will be established.
  - D. A teacher will be selected by the committee to be the facilitator. The facilitator is responsible for working with FAC members to create an agenda in advance of the meeting.
  - E. A teacher will be selected to record minutes for each meeting. Minutes from the meeting will be distributed prior to the next meeting.
  - F. Minutes for each meeting will be sent to the Superintendent, the MREA President, and the staff.
  - G. Once said committee is formed, procedure for agendas and operations will be established.
- 8.02 Each principal will provide his/her staff with the building's written procedures and policies at the beginning of the school year.
- 8.03 A teacher may leave the school building during his/her lunch break after giving notice to the school office of his/her departure. A teacher may leave the building at other times during the school day with the approval of the Principal or the designated person (in the absence of the Principal) when he/she has no assigned duties and an emergency situation does not exist. The teacher is responsible for returning to the next scheduled assignment.
- 8.04 Teachers shall attend all faculty meetings called by the Administration as a part of their normal duties. Faculty meetings shall meet the following criteria:

- A. Said meetings shall pertain to official school business, and when possible, an attempt should be made to meet during the normal working day. Excused absences may be granted by the Principal.
- B. One day advance notice be given.
- C. A prepared agenda shall be given to the teachers at the time of notification.
- D. Emergencies arising will understandably not require that criteria B and C above be followed in announcing a faculty meeting.

**ARTICLE 9.00 - INSTRUCTIONAL LOAD**

9.01 Principals and teachers shall work together in determining requests for teaching personnel sufficient to facilitate educational programs. Such requests shall be forwarded to the Superintendent.

9.02 Time will be provided to teachers for in-school planning. This time is defined as individual and/or collaborative instructional planning. Each High School and Middle School teacher shall be guaranteed the equivalent of one (1) instructional period per day or five (5) per week. Each Elementary teacher shall be guaranteed forty-five (45) minutes per day, planning time, exclusive of that time when pupils are in music, art, or physical education. Planning time for all teachers shall be devoid of pupil supervisory responsibility. Planning time shall be in a continuous time block and shall not be distributed over the work day; however, scheduling may prevent traveling teachers from having their planning time done in a continuous block. Planning issues will be addressed by the Faculty Advisory Committee as needed.

9.03 In the event qualified, certificated/licensed substitutes are not available or an emergency arises during the school day, teachers will be assigned by the principal to cover classes or accept additional students into their classroom from that of an absent teacher when substitutes are not used. The principal shall maintain a list of teachers available for substitution during their planning period and substitutions shall be made on a rotating basis.

A. The principal shall assign teachers to cover classes of absent teachers on an equitable basis.

B. When a teacher is assigned to cover classes the teacher shall be paid the following stipend:

Grades 5-12	21.00 per class
Grades PK-4	Each teacher involved in accepting students into their classroom shall be paid a pro rata share of \$125.00 per day.

9.04 Administrators and teachers recognize that a student teacher is assigned to a classroom as a learning experience under the direction of a cooperating teacher. Gradually, the student teacher should increase his/her teaching activity so that near the end of his/her experience he/she will be handling the class on a full-time basis, assuming complete responsibility for the group. The cooperating teacher will determine when the student teacher shall assume complete classroom responsibility. A student teacher should not be asked to assume the responsibility of other classes.

9.05 Teachers shall keep adequate lesson plans, referencing said plans to reflect goals and objectives of the pertinent district course/s of study. No district-wide lesson plan forms shall be required, though individual teachers may be required to conform to a given form when it has been clearly and reasonably established that the given teacher's particular lesson planning form has been inadequate.

9.06 **Class Size**

A. The administration will strive to meet the pupil/teacher ratio as recommended in the minimum standards in effect for Ohio elementary and secondary schools.

B. If there is a belief that there is an imbalance or overload in either an individual class size or in the total teacher load of a teacher(s), the teacher(s) or the Association shall refer the problem, in writing, to the building principal. The building principal will confer with the teacher(s) and an Association representative in an effort to resolve the problem. If the conference with the building principal fails to resolve the problem, the teacher(s) shall refer the problem, in writing, to the Association. The Association will then address the problem through the Labor/Management Council.

C. The Superintendent's resolution of the alleged imbalance or overload is final.

D. Excluding Music and Physical Education classes, class size at Stebbins High School and the middle schools 5/6 and 7/8 shall not exceed thirty (30) students. Music and Physical Education class sizes will be reviewed on an individual basis. Physical capacities of individual classrooms may determine maximum class size.

9.07 **Writing of Individual Education Plans**

Teachers may request release time during the regular school day to write Individual Education Plans. Written requests shall be submitted to the Director of Student Services.

9.08 **Elementary Meetings**

All elementary teachers shall have no more than two (2) district required meetings per week. District required meetings are defined as Response to Intervention (RTI), Faculty Advisory Committee (FAC), Ohio Improvement Process (OIP), Positive Behavior System (PBS), Title I, Grade Level Team Planning Time, and Faculty Meetings. No meetings shall be scheduled the week following the end of the quarter, the first week of Fall Parent/Teacher conferences, and the day of conferences during the second week of Fall conferences. Elementary Principals will collaboratively develop a five-week rotation system of district required meetings and present to their staff at the Opening Staff Meeting. Grade Level Team Planning time schedules may be altered with approval by the building principal. All other committee meetings will be scheduled outside these guidelines with mutual staff and principal agreement. This may allow for an occasional third meeting in a given week.

**ARTICLE 10.00 - IN-SERVICE/JOINT PLANNING**

10.01 **IN-SERVICE**

- A. The district curriculum department shall plan district in-service.
- B. The plans shall be forwarded to the Superintendent of Schools and the MREA President by April 1 of each year. The administrative staff and MREA will review the proposed plan and forward approval/proposed modifications back to the curriculum department by May 1.
- C. When teachers attend in-service programs away from the District, proof of complete attendance is required. When a teacher is required to attend an in-service program during the summer months and/or non-contractual days, a daily stipend or hourly amount if less than four (4) hours or greater than 7.25 hours will be paid to compensate for his/her time. Beginning the 2011-12 school year this hourly amount will be increased yearly by the percent of increase on the base salary schedule (Article 32.01). Refer to Article 32.02 – Hourly Rate Salary Schedule for current index rates.

10.02 **JOINT PLANNING**

- A. All regular education and special education teachers involved in collaborative/co-teaching of special education students may request the equivalent of one (1) one day of release time a quarter for planning. This planning time may be released time during the school day or may be used outside the school day for supplemental pay at the hourly curriculum rate or a combination of released/paid time.
- B. A special education teacher or other teacher who is serving or who is scheduled to serve special education students may make a request to the building principal for professional leave for the purpose of developing and improving skills for providing services to special education students.

## **ARTICLE 11.00 - TEACHER EVALUATION**

- 11.01 Teacher Evaluation – the evaluation of professional growth and teaching service shall be used in order to maintain and improve the quality of instruction and provide some documentation for action on the contract status of teachers. All evaluations will be carried out on a uniform basis within the District and the procedures of the evaluation process will be applied equally to all employees. The evaluation shall be reviewed by the teacher and the evaluator and shall be signed by both. Said signature of the teacher does not indicate agreement, but merely that he/she has received a copy of the evaluation.

The teacher evaluation document produced by the Mad River Local Schools Teacher Evaluation Committee dated July 1, 2013, shall be incorporated into this Agreement. The teacher evaluation document may be amended by agreement of the Teacher Evaluation Committee. If the changes to the Teacher Evaluation Document affect wages hours, terms and conditions of employment, the changes would require a Memorandum of Understanding or changes to contract language.

- 11.02 Limited Contracts - all teachers employed under a limited contract will be subject to one (1) summative evaluation consisting of at least two (2) observations. Teachers being considered for non-renewal must have at least three (3) observations for the summative evaluation.
- 11.03 Continuing Contracts – All teachers with continuing contracts shall be subject to one (1) evaluation every year.

Evaluations other than this cycle will only be based on written reasons given to the teacher by the principal.

- 11.04 This evaluation process supplants Ohio Revised Code 3319.111 to the extent allowed by law.

## **ARTICLE 12.00 - ATTENDANCE PROFILE**

- 12.01 An attendance profile will be completed for given employees in regard to concerns the administration has toward the given employee's attendance:
- 12.02 For minor concerns, a profile will be developed and given to the employee.
- 12.03 For major concerns, a profile will be developed and a conference with the employee will be held.
- 12.04 If an attendance profile is not issued to an employee for a given year, it shall be understood that the given teacher's attendance for that year was acceptable.
- 12.05 The building administrator will confer with such employee during the last month of the school year.
- 12.06 A copy of the profile will be placed in the employee's personnel file.

- 12.07 The employee may attach a statement to the profile.
- 12.08 Evaluation of attendance shall be separate from evaluation of instructional practices, and will not be applicable to the provisions of 3319.11 O.R.C.

### **ARTICLE 13.00 - PROTECTION OF TEACHERS**

- 13.01 The administration recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline. It is the responsibility of the teacher to provide a classroom learning situation which provides an atmosphere for learning to take place. When it becomes apparent that a breakdown in discipline is caused by a particular pupil who is disruptive in nature, it is the duty of the teacher(s) and the principal to find a reasonable solution to the problem.
- 13.02 The rules and regulations governing discipline and procedures for student control shall be reviewed periodically by the faculty council of each building. Written building procedures regarding discipline shall be presented to each teacher at the beginning of each school year

13.03 Physical Assault of a Teacher:

- A. **Absence:** A teacher who must be absent due to physical disability resulting from an unprovoked assault on such teacher, which occurs in the course of Board employment, on school grounds, during school hours, or where they are required to be in attendance at a school sponsored function, shall be eligible for assault leave. Full pay status (days not charged to sick leave) under assault leave can be granted up to a maximum of thirty (30) days, beginning with the first day of said leave. Eligibility shall be determined by the Superintendent and will be based on a signed statement on the appropriate form, which shall include, but not be limited, to the following:
1. Nature of the injury.
  2. Date and time of the occurrence.
  3. Identification of the individual or individuals causing the assault, if known.
  4. Facts and circumstances surrounding the assault.
  5. A certificate from a licensed physician describing the nature of the injury.
  6. A statement indicating a willingness to participate and cooperate with the Board if the Board decides to pursue legal action against the assaulter.
- B. A teacher who has been physically assaulted shall make an immediate oral report to the principal or his designee if physically possible. The teacher shall make a written report to

the principal before leaving school that day or as soon as physically possible. The report shall contain all relevant facts and include the names of teachers, students, and/or other persons who were witnesses to the assault.

- C. If the principal deems it necessary, the principal or his/her designee shall notify the police. In any case, the teacher, acting in a personal capacity, may notify the police if he/she judges such notification to be warranted.
- D. The principal and/or his/her designee shall conduct a thorough investigation of the case. A report of the disposition will be filed with the Superintendent. Except for such information as may be privileged by law, a copy of the report will be furnished to the affected teacher.
- E. In the event of a school-related assault on a teacher, the Board attorney shall inform the teacher of his/her legal rights. In addition, if litigation becomes a possibility, the Board will have an official representative made available to cooperate with the teacher and the teacher's counsel toward the protection of said teacher's rights.
- F. If court action results, and a teacher is required to be a witness in such action, that teacher shall be permitted sufficient time off without loss of pay to act as a witness in the court action.

13.04 **Resolving Complaints:** The professional staff and the Board of Education recognize the necessity of open, free, two-way communication. The solicitation of individual complaints by teachers, administrators, or individual Board Members can close those channels of communication. The following steps or procedures shall insure that all complaints and concerns will first be heard at the level most likely to offer a rapid and proper solution.

- A. A complaint received by an individual Board member directed toward members of the teaching staff shall be referred to the Superintendent.
- B. The Superintendent shall inform the building principal where the teacher is assigned of the complaint.
- C. The building principal will inform the classroom teacher of the complaint directed toward him/her and offer him/her an opportunity to settle the complaint. The building principal will offer his/her assistance in helping the teacher solve the problem. This insures that the classroom teacher has an opportunity to attempt a solution to the problem before it begins its route back in the direction of the Board of Education. A complaint directed toward the administration shall follow the same steps entering the communication process at the appropriate level. (Example: A Teacher's complaint to the Superintendent about his principal shall be referred to the principal for a solution before the Superintendent attempts to solve the problem.)

- D. If a teacher attends a conference with a principal, or supervisor, or parent that becomes abusive in nature, the teacher, principal or supervisor may leave immediately.
- E. If a principal or supervisor schedules a conference with a teacher that will result in a written reprimand directed to the personnel file, the teacher may choose to be accompanied by a representative of the MREA.
- F. Should the Administration receive any complaint concerning a member of the bargaining unit from any source, the teacher shall be notified without delay (unless legally prohibited).
  - 1. In no event shall such notice be delayed for investigatory reasons.
  - 2. For purposes of compliance, information that an outside agency is pursuing an investigation of an employee, shall not constitute a "complaint", if no investigation or action likely to affect employment is taken by the Board or Administration as a result of the information.

## **ARTICLE 14.00 - GRIEVANCE PROCEDURE**

### **14.01 DEFINITIONS**

A grievance is a complaint involving the alleged violation, misinterpretation or misapplication of the written agreement entered into between the Board and the MREA, setting forth the understanding of the parties upon those matters negotiated and agreed to.

14.02 A grievant shall mean the MREA, a person or group alleging that some violation, misinterpretation, or misapplication of the negotiated agreement or regulations has actually occurred. A group grievance may be filed by MREA if one or more members have been affected by substantially similar circumstances. A group grievance shall be instituted at whatever level an administrator has the authority to resolve the grievance.

14.03 Matters specifically excluded from being processed as a grievance under the provisions of this Agreement may be processed under the Complaints Procedure of the Protection of Teachers part of this Agreement.

14.04 No grievance may be filed concerning a matter which has been made the subject of a charge with a state or federal agency or a complaint in a state or federal court of record.

### **14.05 INFORMAL PROCEDURE - STEP I**

The grievant shall discuss the grievance or complaint with the person who is directly concerned with the grievance in a face-to-face meeting within ten (10) working days of the event or condition upon which the alleged grievance is based or with reasonable diligence should have

been known to exist by the grievant. In no event, however, may a grievance be initiated more than thirty (30) days following the date of the occurrence from which the grievance arose.

14.06 **FORMAL PROCEDURE - STEP II**

If a satisfactory solution is not affected, the grievant shall present his/her written grievance on the grievance report form to the principal, immediate supervisor or concerned administrator within five (5) working days after the informal hearing. The principal or immediate supervisor shall, within five (5) working days of receipt of the grievance, conduct a hearing concerning the grievance. The principal, immediate supervisor or concerned administrator shall advise or counsel the grievant/s and shall take steps which are, in his/her judgment, desirable or necessary to arrive at a solution. These steps shall be reduced to writing and copies forwarded to concerned parties within five (5) working days from the time of the hearing.

14.07 **STEP III**

If a satisfactory solution is not effected, the grievant/s shall present his/her written grievance to the Superintendent within five (5) working days after receiving copies from his/her principal or immediate supervisor. The Superintendent shall decide whether to personally handle this step of the grievance or delegate responsibility to an assistant within five (5) working days of receipt of the grievance. The Superintendent or his designated representative shall advise or counsel the grievant/s and shall take steps which are, in his judgment, desirable or necessary to arrive at a solution. These steps shall be reduced to writing and copies forwarded to concerned parties within five (5) working days from the time of the hearing.

14.08 **STEP IV - ARBITRATION**

If the action taken in Step III by the Superintendent or his designee does not resolve the grievance to the satisfaction of the grievant or if no decision has been rendered by the Superintendent within ten (10) days, the MREA shall notify the Board, in writing, of its intent to submit to arbitration. The MREA shall submit its demand for arbitration to the American Arbitration Association (AAA) to provide the parties with a list of arbitrators from which the parties can select an arbitrator from any list provided by the AAA. The AAA shall not have the authority to independently designate an arbitrator but shall furnish the parties additional lists until an arbitrator can be selected. Each party shall strike those names unacceptable to them and return the list to AAA. Any arbitrator appearing on the list of acceptable arbitrators from both parties shall be designated as the assigned arbitrator, provided he can comply with the time limit of thirty (30) days in which the arbitration hearing must commence.

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

- B. The Board and the MREA shall equally share the fees and expenses of the arbitrator and any expenses incidental to the arbitration proceeding. Each, however, shall be responsible for any additional expense incurred, including fees and expenses of its representatives.
  - C. The arbitrator will have authority to hold hearings to confer with any parties deemed advisable in seeking to effect a decision to the Board and the MREA.
  - D. Neither party will be permitted to assert in any arbitration proceeding any ground or to rely on any evidence not previously fully disclosed to the other party.
  - E. Unless contrary to law, the decision of the arbitrator shall be final and binding upon the Board, the Association, and any professional staff member involved in the matter.
  - F. The arbitrator shall not have the power to add to, subtract from, or modify the terms of this Agreement and shall only have the authority to interpret the provisions of the Agreement as the same relate to the specific grievance appealed to arbitration. No arbitrator may issue an award which is contrary to the Board of Education's power to adopt budgets, establish funds or allocate resources to funds pursuant to Chapter 5705 of the Ohio Revised Code.
- 14.09 The grievant/s, the Board and/or the representative of either shall not be denied the right to advice, counsel, and/or representation in any step listed above. The MREA President shall be notified of any and all grievance hearings for non-members and may be present at those hearings.
- 14.10 A grievance may be withdrawn at any step without prejudice or record.
- 14.11 All records dealing with the processing of grievances shall be filed separately from the personnel files of the participants, and shall be considered private documents unavailable to the public.
- 14.12 If the teacher does not abide by the time limits set forth, he/she forfeits his/her right to continue to the next step of the grievance procedure.
- 14.13 If the administrator does not abide by the time limits set forth, the teacher filing the grievance may proceed to the next step.
- 14.14 There will be no reprisals taken against any participant in the grievance procedure by reason of such participation.
- 14.15 Mutually agreed informal meetings between the parties may be held during the time between steps in an effort to affect a satisfactory resolution to the problem.
- 14.16 No grievance shall be submitted to arbitration without the consent of the MREA.
- 14.17 The Grievance Report Form shall be incorporated into the Agreement as Addendum A.

## **ARTICLE 15.00 - PERSONNEL FILE**

- 15.01 All certificated/licensed personnel shall file with the Superintendent or Director of Human Resources the following information:
- A. A completed application for the Mad River School System.
  - B. All official transcript(s) of college credits showing the official record of the degree(s) granted.
  - C. A valid teaching certificate/license for the area in which he/she will be teaching.
  - D. A record of previous teaching experience and/or military service.
  - E. Records of attendance at in-service training programs, participation in committees and/or other services performed by the teacher in school or community-related functions. The teacher and evaluator shall mutually establish this record as part of the teacher's evaluation form.
  - F. Updated information must be filed by September 15 of each school year.
- 15.02 The following items must also be on file with the Superintendent or Director of Human Resources:
- A. A copy of latest contract, properly signed.
  - B. A copy of the teacher summative evaluation form which must have been completed by the building principal or his/her designee by May 1 of the year the teacher is to be evaluated.
- 15.03 Any member of the certificated/licensed staff may, upon request, review the contents of his/her personnel file in the presence of the Superintendent or Director of Human Resources. Said member of the certificated/licensed staff may, at his/her request, have one other person of his/her choosing at such review. The date and time of the review shall be mutually agreed upon by the Superintendent or Director of Human Resources.
- 15.04 Individual personnel files containing information of a personal nature shall, as a matter of common courtesy, be considered confidential information.
- 15.05 Any member of the professional certificated/licensed staff shall be notified of the intent to place in his/her personnel file any material which may be considered critical of his/her conduct, service, character or personality and shall be provided the opportunity to read any such material prior to its being placed in his/her personnel file. This material will be handled in the following manner:

- A. It must be signed (handwritten) and dated by the supervisor writing the statement.
- B. The teacher concerned will receive a copy before it is placed in his/her file (marked "teacher's copy").
- C. Immediately upon receipt, the teacher shall acknowledge that he/she has received the material by dating and signing (handwritten) the copy to be filed.
- D. The signature will mean that the teacher has read the statement. It does not mean that the teacher agrees or disagrees with the written statement.
- E. The teacher may write a short statement on the material to be filed and in all cases shall have the opportunity to reply to such material in a written statement to be attached to the copy. If a grievance is filed, the material would be removed from the file and held by the Superintendent until the grievance is settled.
- F. Material will be removed from the teacher's file and returned to the teacher when the teacher's claim that it is inaccurate or unfair is sustained by the grievance procedure.
- G. The statement to be filed and the copy to the teacher will be marked "personnel file".
- H. If an employee has completed three (3) years of satisfactory performance, documented by current evaluations, (more than one), following the placement of material in his/her personnel file critical of his/her competence, character or manner, the teacher may request that his/her file be reviewed. Said material will then be removed from the file if both parties agree that the material is no longer relevant to the teacher's current performance.
- I. The personnel file in the Central Office will be the only official file on the teacher and any material placed in this file shall not be used against the teacher if such placement is delayed by twelve months or more from the date of origin of the material.

#### **ARTICLE 16.00 - REDUCTION IN TEACHING STAFF**

- 16.01 When in the judgment of the Board, it becomes necessary to reduce the teaching staff because of decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, or by reason of suspension of school or territorial changes affecting the District, grade or curricular reorganization, or for financial reasons, such reduction will be made by non-renewal or suspension of contracts in accordance with the following procedure.
- 16.02 If the Board effects staff reduction by suspending teachers' contracts, such contract suspensions shall comply with Section 3319.17 of the Ohio Revised Code.
  - A. Staff reductions shall first be made through attrition (resignations and retirements) within the teaching field to be reduced.

- B. To the extent that further staff reductions are required, the Board shall suspend contracts based on the recommendation of the Superintendent, which recommendation will be in accordance with the requirements of Section 3319.17 of the Ohio Revised Code.
- C. The Superintendent's recommendation shall not take seniority into consideration except when the teachers' evaluations are comparable.
- D. The Superintendent's recommendation for reductions in teaching staff shall first apply to teachers on limited contracts and then to teachers on continuing contracts within the teaching field to be reduced.
- E. When the reduction in force calls for elimination of teachers with continuing contracts, reductions in force shall be determined by the final summative rating as reflected in the most recent teacher evaluations. The Superintendent's recommendation shall not take seniority into consideration except where the teachers' evaluations are comparable.

16.03 If the Board effects staff reduction by non-renewal of teachers' contracts, such contract non-renewals will be made on a system-wide basis in accordance with the following procedure:

- A. Non-renewal of contracts shall occur to limited contract teachers by certificated area after giving consideration to teacher evaluations and the needs of the District with respect to extra-curricular, curricular and coaching assignments.
- B. Certificated areas must be on record in the teacher's personnel file by March 1 of any school year.

16.04 **DISPLACEMENT RIGHTS**

Any teacher displaced from his/her current teaching assignment may displace a teacher in another teaching field on the basis of performance, as set forth in Section 16.02 above. Seniority will not be the basis for the decision except where the teachers' performance evaluations are comparable. This provision does not apply if such current teaching assignment is as a certificated/licensed tutor. In order for a teacher's area(s) of certification/licensure to be considered, that teacher's certificate(s) showing such area(s) must be in the teacher's official personnel file as set forth above. The teacher exercising displacement rights may only do so in the field(s) in which he/she holds a certificate.

16.05 It is understood that voluntary transfer requests may be considered, and involuntary transfers affected, in order to assign teachers whose contracts have not been non-renewed or suspended so as to meet the staffing needs of the District.

16.06 **SENIORITY**

- A. Seniority as used in this Article shall include:
  - 1. One hundred twenty (120) days or more in a paid status in any school year.
  - 2. All time spent on military leave of service.
  
- B. Seniority shall be lost when a teacher resigns or leaves the employ of the Board due to non-renewal for purposes other than reduction-in-force reasons, exhaustion of recall rights, or termination of contract.
  
- C. Seniority for purposes of this Article shall be recalculated:
  - 1. By subtracting time during a leave of absence if the duration of the leave of absence does not result in the teacher being in a paid status one hundred twenty (120) days or more in any school year.
  - 2. Time spent by a teacher during suspension of contract or non-renewal of contract for reductions-in-force will not be counted toward seniority if the teacher is reinstated.
  - 3. An employee who is reinstated will not be considered a "new hire" for purposes of Medicare. An employee who is reinstated may opt to have his/her time spent on recall treated as if on a "Leave of Absence" for retirement purposes and purchase additional years of service by paying the total cost of such purchase (including all amounts which would otherwise be an obligation of the Board.)
  
- D. Where seniority among two or more affected teachers is equal, preference shall be given in priority as follows:
  - 1. Total number of years of teaching experience in Mad River.
  - 2. Date of employment as determined by Board minutes.
  - 3. Date the employee signed their individual employment contract with the Board.
  - 4. Amount of training in subject areas of field, i.e., the number of college credits beyond the Bachelor's Degree.
  - 5. Additional ties in seniority shall be broken by lot, with the Association Representative and the affected employees in attendance.

## 16.07 RECALL RIGHTS

Teachers whose contracts have been suspended or non-renewed because of a reduction in force shall be so notified in writing and shall have rights to recall as follows:

- A. Recall rights shall be limited to the thirty-six (36) months period commencing on the day following the employee's last day of work.
- B. Teachers whose contracts were non-renewed or suspended shall be recalled to a vacancy in the inverse order of non-renewal or suspension as positions become available in their area of certification/licensure at the time of recall; provided however, that certificated tutors whose contracts were non-renewed or suspended shall be recalled only to certificated tutor vacancies, and then in the inverse order of non-renewal or suspension as such positions become available in their area of certification/licensure at the time of recall. Teachers must notify the District of any changes in their area of certification/licensure. Seniority will not be the basis for the decision except where the teachers' evaluations are comparable, as determined by the Superintendent.
- C. A teacher notified of recall to a position may turn down the first offered position, allowing the Superintendent to offer said position to the next person on the recall list who is qualified to fill said position. The person making the turndown would retain his/her position on the recall list. If a teacher refuses recall to another position, said teacher's name shall be removed from the recall list; except no teacher shall be removed from the recall list for refusing a lesser position (time or pay) than the one from which he/she was reduced.
- D. Teachers on recall status shall have the responsibility for keeping the Director of Human Resources informed of their current address, name change, and telephone number. Notification of recall shall be by certified mail at the teacher's last known address. Failure to contact the Director of Human Resources to accept such recall within ten (10) calendar days of the date of such mailing shall remove the teacher from recall status.
- E. Employees, who during recall receive additional training or additional areas of certification/licensure, shall provide documentation of such to the Board, who shall upgrade the employee's status on the Recall List. No new employees shall be hired to fill a vacancy until employees on the Recall List have been asked to fill the vacancy.
- F. In the event of a long-term leave of absence during the school year, the Board shall ask the employees on the Recall List, who are qualified, if they would work as a substitute in that position, subject to the procedures of section 16.07 D.

16.08 **NOTICE OF CONTRACT SUSPENSION**

No teacher covered hereunder shall have his/her contract suspended unless the affected teacher(s) and the Association's President have been given at least fourteen (14) day notice prior to the Board taking official action on the Superintendent's recommendation to suspend such contract.

16.09 Nothing contained herein shall abridge the Board's right to non-renew a limited contract teacher for reasons other than a reduction in force.

16.10 The Administration shall provide by September 30 in each new school year, a newly revised Seniority List, showing the ranking of the certified staff by areas of and years in the District, and another list showing the areas of certification/licensure. Should revision be required within the school year, said revisions shall be sent to the Association President. Said list shall not include social security numbers.

**ARTICLE 17.00 - HEALTH LEAVE**

17.01 A teacher who, in the judgment of the Administration, is physically/emotionally unable to perform the full duties required of a teacher shall furnish a statement from a physician verifying the teacher's ability to continue in the present position.

17.02 Upon request by the Administration, and at the Board's expense, a teacher shall present him/herself to a physician, who is paid by the Board, for a physical or mental examination. The Administration may request such examination in conjunction with leaves under Article 17.00 and 21.00 of this contract and/or Section 3319.13 of the Ohio Revised Code. The employee may choose the physician to conduct such independent examination from any included in the "network" for the insurance plan described in Article 33.00; provided however, that the employee may not choose a physician who has previously seen the employee as a patient or who is a member of a medical group that has seen the employee as a patient. If the opinion of the employee's physician and the opinion of the Board-paid physician differ, then the Administration may require a third opinion, again at the Board's expense, from a third physician mutually agreed upon by the first two physicians. The third opinion shall be final and binding.

17.03 A teacher who is deemed unable to perform the full duties required of the teacher may be placed on unrequested leave of absence. In such case, the teacher shall first be placed on any available sick leave, in accordance with Article 23.00. Once sick leave has been exhausted, the employee shall then be placed on FMLA leave under Article 21.00, Section 21.02. All sick leave used by the employee shall be counted against the amount of FMLA leave an employee is entitled to receive under Section 21.02. Once FMLA leave has been exhausted, the employee shall be placed on unpaid leave of absence under Section 21.01 A. The employee may continue insurance in accordance with Section 21.02 B, and COBRA regulations.

## **ARTICLE 18.00 - APPEARANCE IN COURT**

- 18.01 Employees receiving summons for jury duty must present the summons to their supervisor within forty-eight (48) hours of receipt. Vital service employees may be excused from service, and the Board reserves the right to request the employee to ask to, or itself, make the request to be excused.
- 18.02. Employees who serve as a juror shall be paid the difference between the court payment and their regular salary. Evidence of court payment must be remitted by the employee to the office of the Treasurer before the end of the pay period in which the absence occurred or the pay period in which such monies are received, whichever is the later. Adherence to this regulation will result in no loss of salary. If this regulation is not followed, the absence will be deemed a non-paid leave of absence, and any overpayment to the employee may be withheld from the employee's next paycheck.
- 18.03. Any employee subpoenaed as a witness in a court action where neither they nor the Association are parties to a suit against the Board shall be paid the difference between the court payment and his/her regular salary. An employee also shall be paid when subpoenaed as a witness or is a party to a suit involving an alleged assault covered in Article 13.00, Protection of Teachers.
- 18.04 Employees subpoenaed by the Association as witnesses in court actions or arbitrations to a maximum of three (3) employees per court or arbitration action will be paid the difference between court payment and their regular salary. All subpoenaed employees exceeding three (3) employees per court or arbitration action will be paid their regular salary provided that the Association provides the Board with the regular cost of a substitute teacher.

## **ARTICLE 19.00 – PROFESSIONAL LEAVE MEETINGS**

- 19.01 Teachers are encouraged to attend professional leave meetings related to their teaching responsibility and may be reimbursed for expenses incurred while attending such meetings. All applications to attend said meetings are subject to the approval of the Superintendent. Said applications must be in the Superintendent's Office not later than one (1) week prior to the meeting.
- 19.02 Teachers authorized by the Superintendent to attend professional leave meetings shall receive full payment of salary and shall not be deducted days of accumulated sick leave.
- 19.03 If necessary and available, substitutes will be provided and paid for by the Board.
- 19.04 Members of the teaching staff may be given approval for attendance at professional leave meetings provided they meet the following requirements:
- A. The meetings will improve the classroom instruction.

- B. The meetings will benefit the students at Mad River.
- 19.05 The following reimbursement for attendance at a professional meeting shall be the guide, limited by the totals below:
- A. Cost of food and incidentals, including travel days (not to exceed \$50.00 per day).
  - B. Air fare (coach) or mileage rate equal to the IRS basic rate allowance not to exceed cost of air fare.
  - C. Cost of land transportation to and from airport. (Taxi, bus, etc.)
  - D. Single hotel accommodations.
  - E. Registration fee for meeting or convention.

**ARTICLE 20.00 - MILITARY LEAVE**

- 20.01 In accordance with the provisions of Section 3319.14, Revised Code of Ohio, military leave of absence will be granted to any regular teacher who is drafted or recalled to active duty with any branch of the armed services of the United States.
- 20.02 Said teacher shall be returned to the same position that he/she held at the time said leave salary commenced, if available, if not, to an equivalent position and given full credit on the schedule for such service.
- 20.03 Voluntary re-enlistment immediately terminates military leave.

**ARTICLE 21.00 - LEAVE OF ABSENCE WITHOUT PAY**

- 21.01 Subject to the approval of the Superintendent and the Board, teachers may be granted the following leaves of absence without pay. Request for such leave shall be submitted to the Superintendent in writing. Failure to complete the terms for which leave was requested shall be grounds for termination of leave and/or contract. Said teacher shall be returned to the same position that he/she held at the time such leave commenced, if available; if not, to an equivalent position for which he/she is qualified. Leave shall be for up to one (1) year, with the exact amount of leave completed three (3) or more consecutive years of service in the Mad River Schools coordinated with FMLA Leave under Section 21.02, such that the amount of leave granted under Section 21.01 shall be equal to the difference between 52 weeks and the number of weeks of FMLA Leave the employee has taken during the twelve-month period described in Section 21.02 A. An additional year of leave may be granted upon proper application and subject to the approval of the Superintendent and the Board. Notification of intention to resume active status or to extend leave shall be given in writing to the Director of Human Resources no later than April 30 of the calendar year in which the active status would resume. All such leaves shall terminate as of June 30.

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

B. **Emergency Leave:** For illness in the immediate family.

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

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

B. An employee who takes FMLA leave and who wishes to continue participating in group insurance programs must state such intention along with his/her written request for leave of absence. Such an employee may continue to participate in the Board's group insurance program during the leave on the same terms and conditions that would have applied had no leave been taken. The premium portion payable by the Teaching Staff Member is due on the first day of the month in advance. Upon expiration of FMLA leave, the employee may continue dental and/or hospital insurance by making payments in accordance with COBRA regulations; to continue to be enrolled in the life insurance plan, the employee must pay the entire premium each month.

C. An employee that is on FMLA Leave due to his/her own serious health condition which made the employee unable to perform his/her teaching duties may not return to work without furnishing a certification from the employee's health care provider that the employee is able to resume work.

D. An employee on FMLA Leave shall, at not less than 14-day intervals, report to the Human Resources Office the employee's status and intent to return to work.

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

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

- 21.03 A teacher who has an approved adoption will be granted the same rights as under FMLA. A teacher may request paid sick leave from the Superintendent. However, such decision to grant or deny paid sick leave shall not be grievable under this Agreement.
- 21.04 The following leaves of absence may be granted provided not more than two percent (2%) of the total certificated staff shall be on leave for the following reasons:
- A. **Political Leave:** A teacher has the right to become a candidate for public office and to serve in the elective office unless this is prohibited by law.
  - B. **National and State Offices:** A teacher elected to a national or state office of a bona fide professional organization.
  - C. **Peace Corps:** Exchange teaching abroad or other assignments deemed of special value to the government or to the school system.
  - D. **Professional Leave:** For professional study designed to improve or broaden his/her skills so as to become a better teacher.
  - E. Travel for self-improvement through travel abroad.
- 21.05 All the above leaves are subject to the approval of the Superintendent and the Board and shall not be considered as a year worked for advancement on the salary schedule.

#### **ARTICLE 22.00 - ACCUMULATION OF SICK LEAVE**

- 22.01 All full-time teachers shall be entitled to one and one-fourth (1-1/4) days of sick leave per calendar month of completed service, unless on leave of absence, or a total of fifteen (15) days per year. Unused sick leave may be accumulated up to the following number of days:
- 358 days
- 22.02 Teachers employed in the State of Ohio for the first time shall be advanced five (5) days of sick leave. If any of the five (5) days of sick leave are used, they shall be deducted from the total sick leave which may be accumulated during the first four (4) months of service.
- 22.03 Any teacher having used all available sick leave, at the beginning of each school year shall be advanced five (5) days of sick leave. If any of the five (5) days of sick leave are used, they shall be deducted from the total sick leave which may be accumulated during the first four (4) months of service.

## ARTICLE 23.00 - SICK LEAVE POLICY

- 23.01 Teachers who have accumulated sick leave are entitled to full salary for absences as specified below:
- A. For absence due to personal illness, pregnancy, recovery from childbirth, injury, exposure to contagious disease which could be communicated to other employees or to students, and to illness, injury or death in the teacher's immediate family. The *immediate family* shall be defined as the teacher's mother, father, siblings, husband, wife, child (including step or foster parent or child) or other permanent resident of the teacher's household.
  - B. For a death or serious illness of a near relative. A near relative shall be defined as the teacher's mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparent, and grandchild.
  - C. Five (5) days of sick leave shall be allowed on the occasion of the death or serious illness of a teacher's near relative.
  - D. For death of other relatives. Other relatives shall be defined as teacher's uncle, aunt, nephew, or niece.
  - E. One (1) day of sick leave will be allowed on the occasion of the death of a teacher's other relative.
- 23.02 Sick leave application form must be completed for any day or part of a day used. The form must include a signed statement justifying usage of sick leave for one of the reasons stated above.
- 23.03 Additional sick leave days may be granted on an individual basis with prior approval of the Superintendent.
- 23.04 All teachers shall be responsible for notifying their building principal, according to the established procedures of each building, when the provisions of the sick leave are to be used. Failure to do so may result in the denial of said benefits.
- 23.05 Teachers utilizing sick leave for pregnancy and/or recovery from childbirth will notify the principal and Director of Human Resources of her pregnancy between the fifth and sixth month and provide a physician's statement of the approximate due date, her continued ability to perform work during her pregnancy and the approximate date of her ability to return to work following delivery.

- 23.06 Absences for legitimate reasons not covered by the provisions of this policy may be granted without jeopardy to either position or standing. Appropriate salary reductions will be made in accordance with the terms of the teacher's contract.
- 23.07 Unauthorized absence or abuse of sick leave benefits may be grounds for disciplinary action to include reprimand, suspension without pay or termination. No payment of salary will be made for unauthorized absences.
- 23.08 All sick leave used for pregnancy and/or recovery from childbirth shall be counted against the amount of FMLA Leave the employee is entitled to receive under Section 21.02

#### **ARTICLE 24.00 - TERMINATION OF EMPLOYMENT/TRANSFER & SICK LEAVE**

- 24.01 The previously accumulated and unused or unconverted sick leave of a teacher who has been separated from the public service shall be placed to his/her credit upon his/her reemployment in the public service, provided that such reemployment takes place within ten (10) years of the date on which the teacher was last terminated from public service.
- 24.02 A teacher who transfers from one public agency to another shall be credited with the unused balance of his/her accumulated sick leave up to the maximum set in Section 22.01, above.

#### **ARTICLE 25.00 - PERSONAL LEAVE**

- 25.01 Three (3) days of personal leave shall be granted any teacher providing it meets the following criteria for the following circumstances:
- A. Doctor, dental or business appointment which can only be scheduled during the working hours.
  - B. Required court appearances as a litigant or witness.
  - C. Emergencies, natural or personal, for the employee.
  - D. Religious holiday requiring complete abstinence from work.
  - E. Death of a close friend.
  - F. A father or a prospective father-immediately before, at, or following the birth of a child.
  - G. Attendance at wedding or graduation of self or a member of the immediate family.

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

25.02 Procedures for the use of personal leave shall be as follows:

- A. Request be made to the building principal in advance unless an emergency exists.
- B. Employees must submit the personal leave form to the building principal.
- C. It does not (in the judgment of the building principal) interfere with the normal operation of the school.
- A. Personal Leave may be taken in either whole days or half days, and must be marked in the appropriate space of the personal leave form.
- E. It is strongly requested that personal leave for reasons outlined in 25.01A not be taken on the first or last day of a grading period.

25.03 Any additional personal leave days may be granted on an individual basis with prior approval of the Superintendent who shall consider each request on its individual merit.

25.04 Leave under Section 25.01, A (Doctor, Dental, etc.) must also meet both of the following:

- A. It does not come the day before or the day after a regularly scheduled holiday or vacation. A holiday coming on a Saturday or Sunday shall be considered a regularly scheduled holiday. Exceptions to this Section may be granted on an individual basis with prior approval of the Superintendent who shall consider each request on its individual merit.
- B. No more than five (5%) per cent of the teaching staff in a building are absent for personal leave at one time unless approved by the building principal.

25.05 At the conclusion of each school year, June 30, unused Personal Leave Days will be recorded and accumulated for payout at the time of retirement from the District. The accrued, unused Personal Leave Days are separate and not included in any severance pay program. At the time of retirement from the District, the teacher will receive a payment of one-fourth (1/4) of the accrued, unused Personal Leave Days. Payment will be based on the individual teacher per diem rate at the time of retirement from the District. During the course of employment, and in the event that the teacher exhausts his/her sick leave, he/she will have the choice to use the accrued, unused Personal Leave Days as full Sick Leave Days.

## ARTICLE 26.00 - SABBATICAL LEAVE

- 26.01 Sabbatical leave shall be granted to teachers who have been recommended by the Superintendent and approved by the Board. Such leave shall be for graduate study which will benefit the Mad River School District, the teacher, and the pupils of the system. The above said work must be related to a non-administrative field in education. Teachers may apply for such leave, provided they have completed five (5) consecutive years of service in the Mad River School District. No person shall be eligible for more than one (1) such leave every five (5) years of consecutive service in the Mad River School District. Such subsequent leave shall be given lowest priority. Sabbatical leave may be taken for no more than one (1) contract year. All staff members accepting sabbatical leave must enter into a written agreement with the Board in which they pledge to return to Mad River Public School employment for a period of not less than two (2) years.
- 26.02 If the employee fails to return to regular service in the Mad River School District at the expiration of the leave, he/she shall forfeit any claim for sabbatical salary. This provision shall not apply when, for physical reasons or other circumstances beyond his/her control, the teacher is incapable of further service. In such case, the teacher shall submit to the Superintendent written statements from two (2) licensed physicians.
- 26.03 Upon his/her return from leave, a member's salary and fringe benefits will be the same as he/she would have received had his/her period of leave been spent in the Mad River Township School System. Upon returning from sabbatical leave, the teacher shall be assigned to the same position held before taking the leave if the position is available. If not, the teacher shall be assigned to a similar position.
- 26.04 Teachers wishing to apply for leave must submit a written request to the Superintendent on or before the 90th day of the school year preceding the year in which he/she would take the leave. The written request must state the person's plans and the program in which he/she would be involved while on leave. The Superintendent shall appoint a committee of teachers and administrators to screen the requests and make recommendations to his office. Only two (2) teachers will be permitted to take sabbatical leave during any one (1) semester.
- 26.05 Remuneration for Sabbatical Leave shall be the difference between the substitute's pay and the teacher's expected salary, in accordance with Section 3319.131 of the Ohio Revised Code.

## ARTICLE 27.00 – UNPAID CHILD CARE LEAVE

### 27.01 **Unpaid Child Care Leave**

#### A. Length of Leave, Status During Leave and Upon Return

A teacher requesting an unpaid child care leave, but not requesting maternity leave, must give written notice to the Director of Human Resources of the

date he/she intends to commence leave at least two (2) months in advance of the date the leave will commence or in the case of an adoption, as soon as the **potential** date of adoption has been determined.

1. **Eight-Week Leave:** If a teacher chooses a leave of eight (8) calendar weeks (inclusive of school vacations) or less, and notifies the Director of Human Resources as described above, he/she will be entitled to return to the same position he/she held prior to the leave.
2. **Leaves of More Than Eight Weeks:** A teacher may choose a leave longer than eight (8) weeks but not longer than eighteen (18) months. Normally, such leave will end at the beginning of a school year or term. It is imperative that this decision be made and agreed upon as early as possible so that replacement arrangements can be planned.
  - a. A leave exceeding eight (8) weeks can end at times other than the beginning of a school year or term, if all the following conditions are met:
    1. The teacher notifies the Director of Human Resources, in writing, of the date he/she will be ready to return (this notice can be given either with the notice of leave commencement Section 27.02A or later, in which case it would represent a change of plans).
    2. A vacancy exists either in the same or similar position or in any position for which he/she is certified as judged by the Superintendent and agreement is reached on which positions he/she is eligible to fill.
    3. If no vacancy exists, he/she makes application for available vacancies as they may become available.
    4. Reinstatement from this leave will be to the same or similar position held prior the leave.

## 27.02 COORDINATION WITH FMLA

All unpaid childcare leave shall be counted against the amount of FMLA Leave the employee is entitled to receive under Section 21.02.

27.03 **EXPIRATION OF LEAVE**

Upon expiration of leave, if the teacher has not been returned to active service as provided herein, then such teacher will forfeit all right to reinstatement. Should medical complications verified by a physician make re-employment impossible at the previously established time, then such factor will be communicated to the Board as soon as it is known, and the leave will be extended upon request supported by medical verification.

27.04 During the terms of such leave, the teacher will be considered on unpaid leave for all purposes, including the right to continue insurance benefits in accordance with Sections 17.03, 21.01, and 21.02 of this agreement and COBRA regulations.

**ARTICLE 28.00 - RETIREMENT CONVERSION**

28.01 A teacher of the Mad River Local School District at the time of retirement from active service, will be eligible for severance pay effective the last day of employment, providing eligibility requirements are met as follows:

- A. Be employed by the Mad River School District at the time of retirement.
- B. Have five (5) or more years of service in the Mad River School District and ten (10) or more years of service in the public schools of Ohio.
- C. Leave employment in good standing.
- D. Have an application for service retirement approved by the State Teachers' Retirement System.
- E. The completed application for severance pay shall be filed with the Treasurer no later than ninety (90) calendar days after the last day of employment. Payment shall be paid in one lump sum within nine (9) months after the last date of employment or when eligible. Employee shall designate on application within which month payment is desired. In no case will severance pay be made while employee is still receiving regular paychecks.

28.02 Under no circumstances may a teacher apply for or receive severance pay:

- A. More than three (3) years after the last day of work actually performed by the teacher under a regular teaching contract and/or extended service contract with Mad River Schools.
- B. If the teacher has resigned from employment from Mad River Schools.

28.03 The formula for payment shall be one-fourth (1/4) of accrued sick leave days, based on the following ratio:

328 days, not to exceed a total of 82 days of severance pay

The calculation of severance pay shall be based upon the per diem rate in effect per the salary schedule set forth in Article 32.00 as of the last day of work actually performed.

28.04 The District shall provide to each retiring employee written information dealing with procedures affecting severance pay and a statement of what their daily per diem will be and the number of days of accrued sick leave they have accumulated.

28.05 In the event of the death of an active teacher covered hereunder who would have met the STRS retirement qualifications, such teacher shall be deemed to have made application for severance pay, and/or to have terminated employment on the date immediately preceding the date of death. Payment of the severance pay shall be made to the teacher's estate.

#### **ARTICLE 29.00 - NEW TEACHER PLACEMENT ON SALARY SCHEDULE**

29.01 Teachers on regular contracts will be paid according to a salary schedule for that position, as adopted by the Board. New teacher assignments on the schedule will be made in accordance with the following:

A. Years of experience, including years of active military service for newly employed teachers as used herein, shall mean:

1. Effective with the 2000-2001 contract year, all beginning teachers and certified/licensed tutors without previous teaching experience will be placed on Step 1 of the appropriate salary and index schedule for two (2) years.
2. Teaching as a regular teacher for 120 days or more in any school year in any elementary or secondary public school.
3. Teaching as a regular teacher for 120 days or more in a school year in a non-public elementary or secondary school chartered by the Ohio Department of Education. Such teacher must have taught under a valid Ohio Department of Education certificate/license.
4. Teaching full time in a fully accredited public college or university for one or more academic years.
5. Teaching full time in a fully accredited private Ohio college or university for one or more academic years.

6. Teaching on an assistantship while working for an advanced degree will be considered if the individual is actively involved in providing instruction in a classroom.
7. Teaching as a substitute in an Ohio public elementary or secondary school district for 120 days or more in any school year.

**B. DEFINITIONS**

1. "Fully accredited", as used herein, shall mean accreditation by a nationally recognized regional accrediting association.
2. "Teaching days", as used herein, shall mean teaching or tutoring five hours or more per day.
3. A "year of active military service", as used herein, shall mean eight or more continuous months of service (maximum five years).

29.02 **CAREER-TECH TEACHER PLACEMENT ON THE SALARY SCHEDULE**

(Effective with the 2003-04 contract year)

- A. A degreed or non-degreed teacher must have a minimum of five (5) years of full time work experience in a related field to qualify for the level of bachelor's degree with no years of experience.
- B. Years of experience in the field in excess of five (5) years will be credited on the salary schedule on a two (2) for one (1) basis, (two (2) years of work for one (1) year of credit, rounded to the nearest whole year).
- C. There is an eighteen (18) year limit, including prorated work experience for those those teachers new to the system.
- D. Military credit shall be granted on a one (1) to one (1) basis, up to a maximum of five (5) years.
- E. Teachers holding an appropriate career technical certificate/license and a college degree shall be placed on the salary schedule, according to experience (teaching and/or related work) and amount of training (education level).

29.03 **SCHOOL NURSE, SCHOOL THERAPISTS, SPEECH PATHOLOGISTS PLACEMENT ON THE SALARY SCHEDULE** (Effective with the 2003-04 contract year).

- A. Years of work experience as a Registered Nurse, School Therapist, Speech Pathologist in excess of five (5) years will be credited on the salary schedule on a

two (2) for one (1) basis, (two (2) years of work for one (1) year of credit rounded to the nearest whole year).

- B. There is an eighteen (18) year limit, for prorated non-school experience for those nurses, school therapists, speech pathologists new to the system.
- C. Military credit shall be granted on a one (1) to one (1) basis up to a maximum of five (5) years.
- D. Nurses, School Therapists, Speech Pathologists holding an appropriate license and a college degree shall be placed on the salary schedule according to experience (teaching and/or related work) and amount of training (education level).

**ARTICLE 30.00 - EXTRA DUTY PAY SCALE**  
**Effective July 1, 2015**

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**Category 0**

7<sup>th</sup> Grade Camp (for ea. night of week)  
 Special Olympics (for ea. night of week)

Per diem rate for daily in-service  
 Per diem rate for daily in-service

**Category I**

<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>10</u>	<u>15</u>	<u>20</u>	<u>25</u>	<u>30</u>
1184	1243	1306	1370	1439	1510	1661	1827	2010	2211	2432	2675
1.0000	1.0500	1.1030	1.1575	1.2153	1.2750	1.4030	1.5433	1.6976	1.8674	2.0541	2.2595

- SADD Advisor HS (1) & MS 7/8 (1)
- Just say NO Advisor MS 5/6 (1)
- HS Business Professionals of America (1)
- Chess Club Advisor MS 7/8 (1)
- HS Career Passport Ambassador Advisor (1)
- HS Skills USA Advisor (1)
- 9, 10, 12 Grade Class Advisors (3)
- HS DECA Advisor (1)
- Audio Visual Aids MS (1)
- HS Varsity "S" Advisor (1)
- Muse Machine Advisor HS (1) & MS 5/6, 7/8 (1 each)
- Students for Environmental Action MS 7/8 (1)
- Science Club Advisor MS 7/8 (1)
- Power of the Pen MS 5/6 (1)
- Turning on People to Science Advisor MS 7/8 (1)
- HS Robotics Club Advisor (1 each)

**ARTICLE 30.00 - EXTRA DUTY PAY SCALE**

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**Category II**

<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>10</u>	<u>15</u>	<u>20</u>	<u>25</u>	<u>30</u>
1579	1658	1741	1827	1919	2013	2215	2436	2680	2948	3243	3567
1.0000	1.0500	1.1030	1.1575	1.2153	1.2750	1.4030	1.5433	1.6976	1.8674	2.0541	2.2595

- 11<sup>th</sup> Grade Class Advisor (1)
- Yearbook Advisor MS 5/6, 7/8 (1 each)
- HS Drama Coach (one major play) (one in-school play) (1)
- Pep Club Advisor MS 7/8 (1)
- HS Journalism (Smoke Signal) (1)
- Mock Trial Team Advisor HS (1)
- HS Winter Guard Advisor (must attend minimum 4 meets) (1)
- HS Orchestra Director of Musical (1)
- HS Choreographer of Musical (1)
- HS Technical Director of Music (1)
- HS Flag Corp Color Guard (including band camp) (1)
- Power of the Pen MS 7/8 (1)
- Student Council Advisor MS 5/6, 7/8 (1)
- Cheerleading Advisor MS 7/8 (1)
- Honor Club Advisor MS 7/8 (2)
- LPDC Members at Large (2)
- LPDC Co-Chairperson plus (2) steps 1<sup>st</sup> year (2)
- HS Pep Band (1)
- HS VOICES Advisor (1)

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**Category III**

<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>10</u>	<u>15</u>	<u>20</u>	<u>25</u>	<u>30</u>
1973	2072	2177	2284	2398	2516	2769	3045	3350	3685	4053	4459
1.0000	1.0500	1.1030	1.1575	1.2153	1.2750	1.4030	1.5433	1.6976	1.8674	2.0541	2.2595

- Assistant Director of Choirs (1)
- MS 7/8 Choir Director (1)
- MS Band Director (Grade 5 & 6) (1)
- Elementary Strings (Grade K-4) (1)
- Elementary Band (Grade K-4) (1)
- HS Speech Coach (1)
- HS Academic Team Advisor HS (1)
- Kids Voting Coordinator
- Cheerleader Advisor HS (2)
- LPDC Recorder (1)
- Safety Patrol Coordinator (2)
- HS Link Crew (3)

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**Category IV**

<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>10</u>	<u>15</u>	<u>20</u>	<u>25</u>	<u>30</u>
2368	2486	2612	2741	2878	3019	3322	3655	4020	4422	4864	5351
1.0000	1.0500	1.1030	1.1575	1.2153	1.2750	1.4030	1.5433	1.6976	1.8674	2.0541	2.2595

**Coach 1**

- MS 8 Grade Football (2)
- MS 8 Grade Boys Basketball (1)
- MS 8 Grade Girls Basketball (1)
- MS 8 Grade Baseball (1)
- MS 8 Grade Softball (1)
- MS 7 Grade Girls Basketball (1)
- MS 7 Grade Boys Basketball (1)
- MS 7 Grade Football (2)
- MS 7 Grade Baseball (1)
- MS 7 Grade Softball (1)
- MS 7/8 Wrestling (2)
- MS 7/8 Track (2)
- MS 7/8 Volleyball (2)
- HS Jr. Varsity Wrestling Coach (1)
- HS 9 Grade Baseball (1)
- HS 9 Grade Softball (1)
- HS Drama Director/Assistant Producer of Musical (1)
- HS Vocal Director/Producer of Musical (1)
- HS ROTC Drill Team/Color Guard (1)
- Lead Teachers:
  - Sr. High 9/12 – English, Business, Math, Special Services, Guidance  
Science, Social Studies, Fine/Practical, Arts, Career Tech, Foreign Language
  - Middle 7/8 - English, Math, Science, Social Studies, Special Services
- HS Jr. Var. Golf (1)
- HS Jr. Var. Cross Country (1)
- Elem/MS Building Tech/Curriculum (1 per building)
- HS Bowling Coach (2)
- HS Student Council Advisor (1)
- HS Jr. Var. Tennis (1 – Boys / 1 – Girls)

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**Category V**

<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>10</u>	<u>15</u>	<u>20</u>	<u>25</u>	<u>30</u>
2763	2901	3047	3198	3357	3522	3876	4264	4690	5159	5675	6242
1.0000	1.0500	1.1030	1.1575	1.2153	1.2750	1.4030	1.5433	1.6976	1.8674	2.0541	2.2595

**Coach II**

- HS 9 Grade Basketball B&G (1 ea.)
- HS 9 Grade Volleyball (1)
- HS Jr. Var. Volleyball (1)
- HS Jr. Var. Soccer B&G (1 ea.)
- HS Jr. Var. Softball (1)
- HS Jr. Var. Baseball (1)
- HS Jr. Var. Swimming (2)
- HS Jr. Var. Wrestling (1)
- HS Assistant Track (4)
- HS Varsity Golf (1)
- HS Varsity Tennis B&G (1 ea.)
- Assistant Director of Bands (1)
- Assistant Director of Orchestras (1)
- MS 5/6 Intramurals B&G (1 ea.)
- HS Physical Fitness (2)
- HS Building Tech Leader (1)

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**Category VI**

<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>10</u>	<u>15</u>	<u>20</u>	<u>25</u>	<u>30</u>
3552	3730	3918	4111	4317	4529	4983	5482	6030	6633	7296	8026
1.0000	1.0500	1.1030	1.1575	1.2153	1.2750	1.4030	1.5433	1.6976	1.8674	2.0541	2.2595

**Coach III**

- Director of Choirs (1)
- HS Jr. Var. basketball B&G (1 each)
- HS Assistant Football (7)
- HS Varsity Soccer B&G (1 each)
- HS Varsity Volleyball (1)
- HS Varsity Swimming B&G (1)
- HS Varsity Cross Country B&G (1)
- HS Varsity Softball (1)
- HS Varsity Baseball (1)
- HS Site Manager Athletic contest/facilities (1)
- HS Yearbook Advisor (1)
- HS Lead Cheerleading Coach (1)

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**Category VII**

<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>10</u>	<u>15</u>	<u>20</u>	<u>25</u>	<u>30</u>
4736	4973	5224	5482	5756	6038	6645	7309	8040	8844	9728	10701
1.0000	1.0500	1.1030	1.1575	1.2153	1.2750	1.4030	1.5433	1.6976	1.8674	2.0541	2.2595

**Coach IV**

- Director of Bands & Orchestra (1)
- HS Varsity Wrestling (1)
- HS Varsity Track B&G (1)
- 7/8 Athletic Coordinator (1)

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**Category VIII**

<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>10</u>	<u>15</u>	<u>20</u>	<u>25</u>	<u>30</u>
5920	6216	6530	6852	7195	7548	8306	9136	10050	11055	12160	13377
1.0000	1.0500	1.1030	1.1575	1.2153	1.2750	1.4030	1.5433	1.6976	1.8674	2.0541	2.2595

- HS Varsity Football (1)
- HS Varsity Basketball Boys (1)
- HS Varsity Basketball Girls (1)

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**Category IX**

<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>10</u>	<u>15</u>	<u>20</u>	<u>25</u>	<u>30</u>
8683	9117	9577	10050	10552	11070	12182	13400	14740	16214	17835	19619
1.0000	1.0500	1.1030	1.1575	1.2153	1.2750	1.4030	1.5433	1.6976	1.8674	2.0541	2.2595

Athletic Trainer

- 30.01 Nothing contained herein shall require that extra duty positions listed in Article 30.00 titled Extra Duty Pay Scale must be filled nor will there be any restrictions placed upon the Board or the Superintendent in the splitting or the adding of new positions.
- 30.02 Progression on the Extra Duty Pay Scale shall be based on having served on the immediately lower experience step on which the employee was placed in the year preceding eligibility to the next higher progression step, except that newly-hired varsity coaches and directors of bands and choral activities shall receive all years of experience in the appropriate field.
- 30.03 A coach moving from one position to another in a particular sport will be placed on the lowest level reflecting an increase in salary.
- 30.04 All extra duty provisions listed herein shall be increased by the same percentage as is reflected in the increase in the BA base salary.

**ARTICLE 30.00 - EXTRA DUTY PAY SCALE**

Effective July 1, 2016

2016 – 2017 Base      40,256

Category 0

7<sup>th</sup> Grade Camp (for ea. night of week)  
Special Olympics (for ea. night of week)

Per diem rate for daily in-service  
Per diem rate for daily in-service

Category I

<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>10</u>	<u>15</u>	<u>20</u>	<u>25</u>	<u>30</u>
1208	1268	1332	1398	1468	1540	1694	1864	2050	2255	2481	2729
1.0000	1.0500	1.1030	1.1575	1.2153	1.2750	1.4030	1.5433	1.6976	1.8674	2.0541	2.2595

- SADD Advisor HS (1) & MS 7/8 (1)
- Just say NO Advisor MS 5/6 (1)
- HS Business Professionals of America (1)
- Chess Club Advisor MS 7/8 (1)
- HS Career Passport Ambassador Advisor (1)
- HS Skills USA Advisor (1)
- 9, 10, 12 Grade Class Advisors (3)
- HS DECA Advisor (1)
- Audio Visual Aids MS (1)
- HS Varsity "S" Advisor (1)
- Muse Machine Advisor HS (1) & MS 5/6, 7/8 (1 each)
- Students for Environmental Action MS 7/8 (1)
- Science Club Advisor MS 7/8 (1)
- Power of the Pen MS 5/6 (1)
- Turning on People to Science Advisor MS 7/8 (1)
- HS Robotics Club Advisor (1 each)

**ARTICLE 30.00 - EXTRA DUTY PAY SCALE**

Effective July 1, 2016

2016 – 2017 Base      40,256

Category II

<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>10</u>	<u>15</u>	<u>20</u>	<u>25</u>	<u>30</u>
1610	1691	1776	1864	1957	2053	2259	2485	2734	3007	3308	3638
1.0000	1.0500	1.1030	1.1575	1.2153	1.2750	1.4030	1.5433	1.6976	1.8674	2.0541	2.2595

- 11<sup>th</sup> Grade Class Advisor (1)
- Yearbook Advisor MS 5/6, 7/8 (1 each)
- HS Drama Coach (one major play) (one in-school play) (1)
- Pep Club Advisor MS 7/8 (1)
- HS Journalism (Smoke Signal) (1)
- Mock Trial Team Advisor HS (1)
- HS Winter Guard Advisor (must attend minimum 4 meets) (1)
- HS Orchestra Director of Musical (1)
- HS Choreographer of Musical (1)
- HS Technical Director of Music (1)
- HS Flag Corp Color Guard (including band camp) (1)
- Power of the Pen MS 7/8 (1)
- Student Council Advisor MS 5/6, 7/8 (1)
- Cheerleading Advisor MS 7/8 (1)
- Honor Club Advisor MS 7/8 (2)
- LPDC Members at Large (2)
- LPDC Co-Chairperson plus (2) steps 1<sup>st</sup> year (2)
- HS Pep Band (1)
- HS VOICES Advisor (1)

**ARTICLE 30.00 - EXTRA DUTY PAY SCALE**

Effective July 1, 2016

2016 – 2017 Base      40,256

Category III

<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>10</u>	<u>15</u>	<u>20</u>	<u>25</u>	<u>30</u>
2013	2113	2220	2330	2446	2566	2824	3106	3417	3759	4135	4548
1.0000	1.0500	1.1030	1.1575	1.2153	1.2750	1.4030	1.5433	1.6976	1.8674	2.0541	2.2595

- Assistant Director of Choirs (1)
- MS 7/8 Choir Director (1)
- MS Band Director (Grade 5 & 6) (1)
- Elementary Strings (Grade K-4) (1)
- Elementary Band (Grade K-4) (1)
- HS Speech Coach (1)
- HS Academic Team Advisor HS (1)
- Kids Voting Coordinator
- Cheerleader Advisor HS (2)
- LPDC Recorder (1)
- Safety Patrol Coordinator (2)
- HS Link Crew (3)

**ARTICLE 30.00 - EXTRA DUTY PAY SCALE**

Effective July 1, 2016

2016 – 2017 Base      40,256

Category IV

<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>10</u>	<u>15</u>	<u>20</u>	<u>25</u>	<u>30</u>
2415	2536	2664	2796	2935	3080	3389	3728	4100	4510	4961	5458
1.0000	1.0500	1.1030	1.1575	1.2153	1.2750	1.4030	1.5433	1.6976	1.8674	2.0541	2.2595

**Coach 1**

- MS 8 Grade Football (2)
- MS 8 Grade Boys Basketball (1)
- MS 8 Grade Girls Basketball (1)
- MS 8 Grade Baseball (1)
- MS 8 Grade Softball (1)
- MS 7 Grade Girls Basketball (1)
- MS 7 Grade Boys Basketball (1)
- MS 7 Grade Football (2)
- MS 7 Grade Baseball (1)
- MS 7 Grade Softball (1)
- MS 7/8 Wrestling (2)
- MS 7/8 Track (2)
- MS 7/8 Volleyball (2)
- HS Jr. Varsity Wrestling Coach (1)
- HS 9 Grade Baseball (1)
- HS 9 Grade Softball (1)
- HS Drama Director/Assistant Producer of Musical (1)
- HS Vocal Director/Producer of Musical (1)
- HS ROTC Drill Team/Color Guard (1)

Lead Teachers:

Sr. High 9/12 – English, Business, Math, Special Services, Guidance  
 Science, Social Studies, Fine/Practical, Arts, Career Tech, Foreign Language

Middle 7/8 - English, Math, Science, Social Studies, Special Services

- HS Jr. Var. Golf (1)
- HS Jr. Var. Cross Country (1)
- Elem/MS Building Tech/Curriculum (1 per building)
- HS Bowling Coach (2)
- HS Student Council Advisor (1)
- HS Jr. Var. Tennis (1 – Boys / 1 – Girls)

**ARTICLE 30.00 - EXTRA DUTY PAY SCALE**  
Effective July 1, 2016

2016 – 2017 Base     40,256

Category V

<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>10</u>	<u>15</u>	<u>20</u>	<u>25</u>	<u>30</u>
2818	2959	3108	3262	3425	3593	3954	4349	4784	5262	5788	6367
1.0000	1.0500	1.1030	1.1575	1.2153	1.2750	1.4030	1.5433	1.6976	1.8674	2.0541	2.2595

**Coach II**

- HS 9 Grade Basketball B&G (1 ea.)
- HS 9 Grade Volleyball (1)
- HS Jr. Var. Volleyball (1)
- HS Jr. Var. Soccer B&G (1 ea.)
- HS Jr. Var. Softball (1)
- HS Jr. Var. Baseball (1)
- HS Jr. Var. Swimming (2)
- HS Jr. Var. Wrestling (1)
- HS Assistant Track (4)
- HS Varsity Golf (1)
- HS Varsity Tennis B&G (1 ea.)
- Assistant Director of Bands (1)
- Assistant Director of Orchestras (1)
- MS 5/6 Intramurals B&G (1 ea.)
- HS Physical Fitness (2)
- HS Building Tech Leader (1)

**ARTICLE 30.00 - EXTRA DUTY PAY SCALE**

Effective July 1, 2016

2016 – 2017 Base 40,256

Category VI

<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>10</u>	<u>15</u>	<u>20</u>	<u>25</u>	<u>30</u>
3623	3804	3996	4194	4403	4619	5083	5591	6151	6766	7442	8186
1.0000	1.0500	1.1030	1.1575	1.2153	1.2750	1.4030	1.5433	1.6976	1.8674	2.0541	2.2595

**Coach III**

- Director of Choirs (1)
- HS Jr. Var. basketball B&G (1 each)
- HS Assistant Football (7)
- HS Varsity Soccer B&G (1 each)
- HS Varsity Volleyball (1)
- HS Varsity Swimming B&G (1)
- HS Varsity Cross Country B&G (1)
- HS Varsity Softball (1)
- HS Varsity Baseball (1)
- HS Site Manager Athletic contest/facilities (1)
- HS Yearbook Advisor (1)
- HS Lead Cheerleading Coach (1)

**ARTICLE 30.00 - EXTRA DUTY PAY SCALE**

Effective July 1, 2016

2016 – 2017 Base 40,256

Category VII

<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>10</u>	<u>15</u>	<u>20</u>	<u>25</u>	<u>30</u>
4831	5072	5328	5592	5871	6159	6778	7455	8201	9021	9923	10915
1.0000	1.0500	1.1030	1.1575	1.2153	1.2750	1.4030	1.5433	1.6976	1.8674	2.0541	2.2595

**Coach IV**

- Director of Bands & Orchestra (1)
- HS Varsity Wrestling (1)
- HS Varsity Track B&G (1)
- 7/8 Athletic Coordinator (1)

**ARTICLE 30.00 - EXTRA DUTY PAY SCALE**

Effective July 1, 2016

2016 – 2017 Base 40,256

Category VIII

<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>10</u>	<u>15</u>	<u>20</u>	<u>25</u>	<u>30</u>
6038	6340	6660	6989	7338	7699	8472	9319	10251	11276	12404	13644
1.0000	1.0500	1.1030	1.1575	1.2153	1.2750	1.4030	1.5433	1.6976	1.8674	2.0541	2.2595

- HS Varsity Football (1)
- HS Varsity Basketball Boys (1)
- HS Varsity Basketball Girls (1)

**ARTICLE 30.00 - EXTRA DUTY PAY SCALE**

Effective July 1, 2016

2016 – 2017 Base 40,256

Category IX

<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>10</u>	<u>15</u>	<u>20</u>	<u>25</u>	<u>30</u>
8856	9299	9769	10251	10763	11292	12425	13668	15035	16538	18192	20011
1.0000	1.0500	1.1030	1.1575	1.2153	1.2750	1.4030	1.5433	1.6976	1.8674	2.0541	2.2595

Athletic Trainer

30.01 Nothing contained herein shall require that extra duty positions listed in Article 30.00 titled Extra Duty Pay Scale must be filled nor will there be any restrictions placed upon the Board or the Superintendent in the splitting or the adding of new positions.

30.02 Progression on the Extra Duty Pay Scale shall be based on having served on the immediately lower experience step on which the employee was placed in the year preceding eligibility to the next higher progression step, except that newly-hired varsity coaches and directors of bands and choral activities shall receive all years of experience in the appropriate field.

30.03 A coach moving from one position to another in a particular sport will be placed on the lowest level reflecting an increase in salary.

30.04 All extra duty provisions listed herein shall be increased by the same percentage as is reflected in the increase in the BA base salary.

**ARTICLE 31.00 CERTIFICATED TUTORS SALARY SCHEDULE - Effective August 1, 2015**

2015-2016		2%					
		BACHELORS		MASTERS		MASTERS	MASTERS
		+ 150 HOURS		15 GRAD		+ 30 GRAD	+ 60 GRAD
<u>YEARS</u>	<u>BACHELORS</u>	<u>+ 150 HOURS</u>	<u>MASTERS</u>	<u>15 GRAD</u>		<u>HOURS</u>	<u>HOURS</u>
0	29.59	31.06	32.54	34.02		35.50	36.98
1	30.72	32.20	33.68	35.16		36.64	38.12
2	31.94	33.42	34.90	36.38		37.85	39.33
3	33.22	34.70	36.18	37.66		39.14	40.62
4	34.59	36.07	37.55	39.03		40.51	41.98
5	36.03	37.51	38.98	40.46		41.94	43.42
6	37.54	39.02	40.50	41.98		43.46	44.94
7	39.13	40.61	42.09	43.57		45.05	46.53
8	40.80	42.27	43.75	45.23		46.71	48.19
10	44.35	45.83	47.31	48.79		50.27	51.75
13	*****	*****	53.25	54.73		56.21	57.69

Effective August 23, 1993, all certificated tutors on regular contracts will be paid according to this salary schedule and placed on this salary schedule commensurate with their training and years of experience.

31.01	Tutors will be placed on the salary schedule in accordance with the following : A. Degree/hours received from a state accredited college/university. B. Salary Calculation: The per diem rate of the teacher's salary schedule for the column and step is divided by 7.25 hours to determine the hourly rate for certificated tutors. Tutors will be paid for hours worked.
31.02	If a Tutor must travel from work site to work site, they shall receive mileage in accordance with the provision of this contract.
31.03	Certificated tutors employed by the Board shall be evaluated by the Building Principal as provided for in article 11.00 of the Agreement.

**ARTICLE 31.00 CERTIFICATED TUTORS SALARY SCHEDULE - Effective August 1, 2016**

2016-2017		2%					MASTERS + 30 GRAD	MASTERS + 60 GRAD
<u>YEARS</u>	<u>BACHELORS</u>	<u>BACHELORS + 150 HOURS</u>	<u>MASTERS</u>	<u>MASTERS 15 GRAD</u>	<u>HOURS</u>	<u>HOURS</u>		
0	30.18	31.69	33.19	34.70	36.21	37.72		
1	31.34	32.85	34.36	35.87	37.37	38.88		
2	32.58	34.08	35.59	37.10	38.61	40.12		
3	33.89	35.40	36.91	38.42	39.92	41.43		
4	35.28	36.79	38.30	39.81	41.32	42.82		
5	36.75	38.26	39.76	41.27	42.78	44.29		
6	38.29	39.80	41.31	42.82	44.33	45.84		
7	39.91	41.42	42.93	44.44	45.95	47.46		
8	41.61	43.12	44.63	46.14	47.65	49.16		
10	45.24	46.75	48.26	49.77	51.28	52.79		
13	*****	*****	54.32	55.83	57.34	58.85		

Effective August 23, 1993, all certificated tutors on regular contracts will be paid according to this salary schedule and placed on this salary schedule commensurate with their training and years of experience.

- |       |                                                                                                                                                                                                                                                                                                                                                                                   |
|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 31.01 | Tutors will be placed on the salary schedule in accordance with the following :<br>A. Degree/hours received from a state accredited college/university.<br>B. Salary Calculation: The per diem rate of the teacher's salary schedule for the column and step is divided by 7.25 hours to determine the hourly rate for certificated tutors. Tutors will be paid for hours worked. |
| 31.02 | If a Tutor must travel from work site to work site, they shall receive mileage in accordance with the provision of this contract.                                                                                                                                                                                                                                                 |
| 31.03 | Certificated tutors employed by the Board shall be evaluated by the Building Principal as provided for in article 11.00 of the Agreement.                                                                                                                                                                                                                                         |

**Mad River Local Schools**  
**ARTICLE 32.01 - SALARY AND INDEX SCHEDULE 2015-2016**

+2%						
YEARS	BACHELORS	BACHELORS +150 SEM HOURS	MASTERS	MASTERS +15 GRAD SEM HOURS	MASTERS +30 GRAD SEM HOURS	MASTERS +60 GRAD SEM HOURS
0	39,467 1.0000	41,440 1.0500	43,413 1.1000	45,387 1.1500	47,360 1.2000	49,333 1.2500
1	40,986 1.0385	42,960 1.0885	44,933 1.1385	46,906 1.1885	48,880 1.2385	50,853 1.2885
2	42,604 1.0795	44,578 1.1295	46,551 1.1795	48,524 1.2295	50,498 1.2795	52,471 1.3295
3	44,321 1.1230	46,295 1.1730	48,268 1.2230	50,241 1.2730	52,215 1.3230	54,188 1.3730
4	46,141 1.1691	48,114 1.2191	50,087 1.2691	52,061 1.3191	54,034 1.3691	56,007 1.4191
5	48,059 1.2177	50,032 1.2677	52,005 1.3177	53,979 1.3677	55,952 1.4177	57,925 1.4677
6	50,079 1.2689	52,053 1.3189	54,026 1.3689	55,999 1.4189	57,973 1.4689	59,946 1.5189
7	52,199 1.3226	54,172 1.3726	56,145 1.4226	58,119 1.4726	60,092 1.5226	62,065 1.5726
8	54,421 1.3789	56,394 1.4289	58,367 1.4789	60,341 1.5289	62,314 1.5789	64,287 1.6289
9	56,741 1.4377	58,715 1.4877	60,688 1.5377	62,661 1.5877	64,635 1.6377	66,608 1.6877
10	59,169 1.4992	61,142 1.5492	63,115 1.5992	65,089 1.6492	67,062 1.6992	69,035 1.7492
11	61,702 1.5634	63,676 1.6134	65,649 1.6634	67,622 1.7134	69,596 1.7634	71,569 1.8134
12		66,316 1.6803	68,289 1.7303	70,263 1.7803	72,236 1.8303	74,209 1.8803
13			71,040 1.8000	73,014 1.8500	74,987 1.9000	76,960 1.9500
17	63,115 1.5992	67,741 1.7164	72,473 1.8363	74,446 1.8863	76,420 1.9363	78,393 1.9863
20	64,528 1.6350	69,166 1.7525	73,902 1.8725	75,875 1.9225	77,848 1.9725	79,822 2.0225
23	66,174 1.6767	70,847 1.7951	75,591 1.9153	77,564 1.9653	79,537 2.0153	81,511 2.0653
27	67,496 1.7102	72,264 1.8310	77,102 1.9536	79,115 2.0046	81,128 2.0556	83,141 2.1066

**Reclaim Lost Step:** For purposes of determining step placement on the salary index, staff members will advance a year for the current year of service credit earned. Also, for the 2015-2016 year only, staff members who would have advanced a year of service credit on the salary indexes at Mad River in both FY12 and FY13 had a step freeze not been enacted, will advance one additional year for FY16. Staff eligible for the reclaim step are only those that are still behind one year due to the enactment of the step freeze in the FY12 & FY13 contract years.

**Mad River Local Schools**  
**ARTICLE 32.01 - SALARY AND INDEX SCHEDULE 2016-2017**

+2%

YEARS	BACHELORS +150 SEM		MASTERS		MASTERS +15 GRAD		MASTERS +30 GRAD		MASTERS +60 GRAD	
	BACHELORS	HOURS	MASTERS		SEM HOURS		SEM HOURS		SEM HOURS	
0	40,256 1.0000	42,269 1.0500	44,282 1.1000		46,295 1.1500		48,307 1.2000		50,320 1.2500	
1	41,806 1.0385	43,819 1.0885	45,832 1.1385		47,844 1.1885		49,857 1.2385		51,870 1.2885	
2	43,456 1.0795	45,469 1.1295	47,482 1.1795		49,495 1.2295		51,508 1.2795		53,521 1.3295	
3	45,208 1.1230	47,220 1.1730	49,233 1.2230		51,246 1.2730		53,259 1.3230		55,272 1.3730	
4	47,063 1.1691	49,076 1.2191	51,089 1.2691		53,102 1.3191		55,115 1.3691		57,127 1.4191	
5	49,020 1.2177	51,033 1.2677	53,045 1.3177		55,058 1.3677		57,071 1.4177		59,084 1.4677	
6	51,081 1.2689	53,094 1.3189	55,107 1.3689		57,119 1.4189		59,132 1.4689		61,145 1.5189	
7	53,243 1.3226	55,256 1.3726	57,268 1.4226		59,281 1.4726		61,294 1.5226		63,307 1.5726	
8	55,509 1.3789	57,522 1.4289	59,535 1.4789		61,548 1.5289		63,560 1.5789		65,573 1.6289	
9	57,876 1.4377	59,889 1.4877	61,902 1.5377		63,915 1.5877		65,927 1.6377		67,940 1.6877	
10	60,352 1.4992	62,365 1.5492	64,378 1.5992		66,390 1.6492		68,403 1.6992		70,416 1.7492	
11	62,936 1.5634	64,949 1.6134	66,962 1.6634		68,975 1.7134		70,988 1.7634		73,000 1.8134	
12		67,642 1.6803	69,655 1.7303		71,668 1.7803		73,681 1.8303		75,694 1.8803	
13			72,461 1.8000		74,474 1.8500		76,487 1.9000		78,499 1.9500	
17	64,378 1.5992	69,096 1.7164	73,922 1.8363		75,935 1.8863		77,948 1.9363		79,961 1.9863	
20	65,819 1.6350	70,549 1.7525	75,380 1.8725		77,392 1.9225		79,405 1.9725		81,418 2.0225	
23	67,497 1.6767	72,264 1.7951	77,103 1.9153		79,115 1.9653		81,128 2.0153		83,141 2.0653	
27	68,846 1.7102	73,709 1.8310	78,644 1.9536		80,697 2.0058		82,750 2.0556		84,804 2.1066	

**ARTICLE 32.02 – HOURLY RATE SALARY SCHEDULE**

**HOURLY RATE**

**2015-2017**

Home Instruction	26.50
Summer School	28.04
Saturday School (HS Wednesday School)	27.99
Teacher Presentation	25.63
After School Detention	18.45
In-Service/Joint Planning (2015-2016)	21.23 per hour/\$153.86 per day
In-Service/Joint Planning (2016-2017)	21.65 per hour/\$156.94 per day

**ARTICLE 33.00 - FRINGE BENEFITS**

**33.01 HOSPITALIZATION/HEALTH INSURANCE**

The Board’s main hospitalization/health insurance plan will be the United Healthcare “Plus” (Addendum B).

Beginning with 2014-2015 school year, other health plans may be offered in addition to the United Healthcare “Plus” plan.

The Board will pay 88% of such premium for each full-time employee.

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

**Medical Insurance**

<b><u>Scheduled Work Hours per Week</u></b>	<b><u>Employee Contribution</u></b>
30 hours or more	12%
25 to less than 30 hours	27%
18 to less than 25 hours	50%

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

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

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

33.04 The carrier of the hospitalization/health insurance shall be at the choice of the Board, provided that any change in carrier will not lessen the coverage set forth in Addendum B, so long as such coverage is made available by the insurance industry. The MREA shall be notified of any change thirty (30) days prior to the effective date of any policy change.

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

33.06 **Mileage:** Teachers who are required or authorized by the Board or Administration to use their private automobile in the normal and regular course of completing their contractual duties will be paid the basic IRS rate per mile. Out-of-district travel which is authorized in advance by the Board will be paid at the same rate per mile.

33.07 **Dental:** The Board will pay all but \$3.00 per month toward the cost of the Dental Insurance Plan for teachers covered hereunder in accordance with the benefits set forth in the Board's master agreement with the insurance carrier. Such plan shall be available to said teachers who enroll in the plan in accordance with the procedures established by the carrier and have the above contribution paid towards such coverage.

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

Effective September 1, 2003 the Dental Insurance Plan benefit for orthodontics shall be increased to \$1,500.00 per lifetime benefit.

**Dental Insurance**

<b><u>Scheduled Work Hours per Week</u></b>	<b><u>Employee Contribution Per Month</u></b>
30 hours or more	\$3.00
25 to less than 30 hours	\$11.02
18 to less than 25 hours	\$34.98

33.08     **GROUP TERM LIFE INSURANCE:** The Board of Education shall provide a Fifty Thousand Dollar (\$50,000.00) group term life insurance for each teacher.

33.09     **OPTICAL INSURANCE:** The Board will pay 50% (fifty percent) of the cost of an Optical Insurance Program for teachers who chose to enroll in the program.

33.10     **GRADUATE TUITION REIMBURSEMENT**

A. The Board will appropriate annually a pool of money to be used by teachers for graduate tuition reimbursement in the following amount:

\$65,000

B. Each teacher shall be eligible for reimbursement annually for graduate level course work taken at an accredited university, up to the following amounts:

\$950.00 for classes taken in the previous school year

C. If during the year more teachers are approved for reimbursement than the maximum amount listed above will permit, the pool will be equally divided among all approved teachers. The Director of Human Resources will notify the MREA president by February 1<sup>st</sup> of the amount of reimbursement requested and paid.

D. Graduate tuition reimbursement shall be made to the teacher on the first pay in December for course(s) taken by the teacher between September 1 and August 31 of the previous school year. Payment will be made for tuition expense only and will not include payment for such items as books, materials, laboratory fees, meals, parking fees, application fees, graduation fees, internet hookup, or other miscellaneous fees.

E. To be eligible for graduate tuition reimbursement, teachers must meet the following criteria

1. Application for reimbursement must be submitted to the Director of Human Resources by October 15 of the reimbursement year accompanied by an official college

transcript indicating successful completion of the course(s) and an itemized original receipt showing payment to the university.

2. The teacher must be employed by the Board for the next school year. Teachers on a voluntary, unpaid leave status will receive tuition reimbursement upon return to active status at the rate of reimbursement in effect for the year of return. Any teacher who is affected by a reduction in force and took classes during the school year, or who is in the process or completing courses, who would have been eligible for tuition reimbursement the next year will receive that reimbursement in accordance with the agreement.

### 33.11 **National Board Certification**

Upon written verification of earning National Board Certification from the National Board for Professional Teaching Standards a one-time stipend of \$500.00 will be awarded to teachers who receive National Board Certification while in the employ of Mad River Schools. Teachers earning National Board Certification prior to August 1, 2008 while in the employ of Mad River Schools are grandfathered into this article.

Upon written verification of earning National Board Certification of School Nurses a one-time stipend of \$300.00 will be awarded to school nurses who receive National Board Certification of School Nurses while in the employ of Mad River Schools. School nurses earning National Board Certification of School Nurses Certification prior to August 1, 2010 while in the employ of Mad River Schools are grandfathered into this article.

### **ARTICLE 34.00-STATE TEACHERS RETIREMENT SYSTEM PICK-UP (SALARY REDUCTION METHOD)**

34.01 The Board shall designate each employee's mandatory contribution to the State Teachers Retirement System of Ohio as "picked up" by the Board. This action will be as contemplated by Internal Revenue Service Ruling 77-464 and 81-36, although such pick-up shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Board as subject to federal and Ohio income tax shall be employee's total gross income reduced by the then current mandated percentage amount of the employee's mandatory State Teacher's Retirement System contribution. No employee's total salary shall be increased by such "pick up", nor shall the Board's total contribution to the State Teacher's Retirement System be increased thereby. This action shall be subject to the following conditions:

- 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 including supplemental earnings paid thereafter.
- B. The parties agree that, should the rules and regulations of the IRS, or State Teachers Retirement System, change making the procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions.

- C. Payment for sick leave, personal leave, severance and supplementals, including unemployment and workers' compensation, shall be based on employee's daily gross pay prior to reduction as of the teacher's last day of actual work.
- D. Such salary reduction shall not result in a salary which is less than the salary available under the state minimum salary schedule. Should the reduction calculation result in a salary that is less than the state minimum salary schedule, pro-rata reductions shall result with the employee contributing that portion which falls below such state minimum level.
- E. It is to be understood by the parties that it is the responsibility of each individual employee to make any necessary adjustments in any other tax sheltered annuities he has in order to be in compliance with IRS laws and regulations.
- F. The Board is not liable, nor will it be held responsible, for any related legal, IRS, STRS, or any other agencies' penalties or decisions concerning this plan, now or in the future.
- G. The Association, and its members, both severally and individually, agree to indemnify and hold the Board harmless against any and all claims and actions that shall arise out of or by reason of any action taken by the Board in compliance with the provisions of this Article.

#### **ARTICLE 35.00 – JOB SHARE**

- A. Job Share shall be defined as the duties and responsibilities of one (1) specific teaching assignment being voluntarily shared equally by two (2) teachers for a specific length of time. Job share assignments will be on a daily basis only and not on alternate days.
- B. A teacher must have completed five (5) years of service in the district and have favorable evaluations to be eligible for a job share staffing assignment.
- C. Job share partnerships will not exceed one (1) school year and must last through one (1) full school year; however, teachers may request, through the application process, renewal of their job share assignment.
- D. Job share assignment requests will be considered by the Superintendent. The decision by the Superintendent to grant or deny a request by a teacher for a job share position is final and not grievable. A teacher denied a job share assignment shall, upon request, have a conference with the Superintendent to review the reasons the denial.
- E. Job share assignments will be limited to no more than four (4) teams per year on a district wide basis. Job share assignments will be scheduled into open positions only.

- F. Currently employed teachers who are seeking to form a possible job share team for the following year must apply in writing to the Superintendent by March 1 of any given year.
- G. Job share assignments will not be granted if they result in any additional costs to the district. Teachers requesting and receiving a job share assignment must agree to be covered by their spouse's medical and dental insurance plans while on such job share assignment. If the spouse is not covered by any insurance plan, the teacher must pay fifty percent (50%) of the monthly premium costs for any insurance coverage through the district.
- H. Teachers on job share assignments shall be paid their salary according to their placement on the salary schedule, pro-rated to the percentage of the full-time job for which they are contracted and will earn sick leave at the rate of 1.25 half days per month.
- I. Upon dissolution of the job share partnership, each job share teacher shall be guaranteed a full-time position in the school from which he/she left if a position is available in that school. If a position is not available in his/her previous school, he/she shall be given a full-time position for which he/she is certified/licensed within the district. If no full-time position is open, the team will remain intact until such time as a position is available. The teacher with the most district seniority shall have first choice of available positions.
- J. Job share participants cannot be required to substitute for other job share participants. If they agree to substitute, they will be reimbursed at the substitute rate.
- K. If a job share partner's absence/resignation results in more than ten (10) consecutive work days, the other job share partner must assume the full-time position as his/her regular rate of pay will full benefits for the duration of the absence/resignation.

**ARTICLE 36.00 - RETIREMENT INCENTIVES**

36.01 In addition to, and separate of severance pay, any qualifying employee who retires under any of Ohio's public employee retirement systems will receive a Retirement Incentive of Ten Thousand Dollars (\$10,000.00) if the employee has thirty (30) years of service credit.

A. To qualify for the \$10,000 incentive bonus, an employee must give written notice to the Director of Human Resources by not later than March 1 of the year he/she first becomes eligible for full retirement.

B. Further qualifications for the Retirement Incentive are as follows:

1. The employee must have completed no less than 5 consecutive years in paid status employment with the district, immediately preceding the effective date of retirement, and must be on paid status at the time of retirement.

2. Persons on disability retirement will not be eligible for the bonus.
  3. The employee must have completed no less than 10 years of service for the Mad River School District by the effective date of retirement.
  4. The effective date of retirement must be no earlier than after the last work day of the given school year, and must be no later than by June 30 of the year the notice was given.
- C. An employee who is eligible for retirement, as above, and misses his/her March 1 deadline for notice forfeits his/her right to receive the bonus.
  - D. The amount of the bonus will not be included in any calculations to determine the employee's salary for retirement purposes.
  - E. An employee shall forfeit his/her right to the Retirement Incentive if his/her teaching contract is terminated for good and just cause.
  - F. All eligibility and qualification requirements are subject to verification.
  - G. The Board shall pay the \$10,000 Retirement Incentive into the retiree's account established within the District's 403(b) Accumulated Leave Plan referred to in Article 40.00 within 90 days of the retiree providing verification of retirement.

#### **ARTICLE 37.00 – EMPLOYMENT OF RETIRED TEACHERS**

37.00 The Board is authorized to fill any bargaining unit vacancy with a retired teacher subject to the conditions provided below:

The following provisions will apply to the rehire of teachers who have retired from a qualified retirement system, and expressly supersede all relevant provisions of the Ohio Revised Code, including but not limited to 3317.13, 3319.08, 3319.11, 3319.111 and Article 4.01 A, H, I of the Agreement between the Board and the Association.

37.01 For the purposes of salary schedule placement, retired teachers from Mad River School District shall be granted up to a maximum of ten (10) years' service credit upon initial employment. Retired teachers from outside of Mad River School District shall be granted up to a maximum of seven (7) years' service credit upon initial employment. Retired teachers will be credited with all earned training/education for purposes of salary schedule placement.

37.02 Retired teachers will be awarded one-year contracts of employment that will automatically expire at the end of the applicable school year without notice of nonrenewal.

37.03 Retired teachers may be re-employed from year to year under the limitations described in paragraph 2 with Board approval, but shall not be eligible for continuing contract status. If re-employed, retired teachers shall advance one (1) year on the salary schedule.

- 37.04 Retired teachers will not retain or accrue seniority.
- 37.05 Retired teachers shall not be eligible for severance pay upon separation from employment.
- 37.06 Retired teachers shall be eligible to participate in the District's hospitalization, dental and life insurance programs offered to bargaining unit members.
- 37.07 Prior employment in the District is no guarantee of post-retirement employment or a particular assignment. Retired teachers must apply for each vacancy for which they wish to be considered, and compete with other applicants as a part of the selection process.
- 37.08 Retired teachers shall be entitled to all other contract benefits available to bargaining unit members unless otherwise limited by specific provisions of this Article.
- 37.09 Retired teachers who are rehired will begin employment with zero (0) days of accumulated sick leave, and will accrue and accumulate sick leave in accordance with the provisions of the Agreement.
- 37.10 A Memorandum of Understanding will be signed by all parties, including Board, Association and teacher.
- 37.11 Teachers who have not retired from Mad River Schools will be considered entry year teachers for the purpose of the entry-level mentoring program.

**ARTICLE 38.00 - SICK LEAVE BANK**

**A. PURPOSE**

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

**B. PROVISIONS OF ELIGIBILITY**

1. All Mad River School District certificated employees shall be eligible to be members of the sick leave bank.
2. After the start of each school year, all new certificated employees will receive an intent form from the administration for the purpose of enrolling in the Sick Leave Bank. In addition, an open enrollment period will be made available to certificated employees who are not members of the Sick Leave Bank. Initial membership will consist of one (1) non-refundable sick leave day to be designated by the certificated employee to the Sick Leave

Bank on such form between September 1 and October 1. At such time that the administration has received the certificated employee's intent, it will be recorded and submitted to the Treasurer's Office. Each certificated employee will receive a notice of receipt indicating his/her participation in the program. The donated sick leave day will be deducted the last payday of January.

3. Enrollment in the Sick Leave Bank shall be continuous from year to year until a member withdraws. Withdrawals are accepted only during an enrollment period and only upon written notice by the member to the Sick Leave Bank Committee (SBC) of his/her intent to withdraw.
4. If fifty (50) participants are not enrolled by the initial enrollment deadline of October 1, the bank will not be established for that school year.

#### C. SICK LEAVE BANK DONATION

1. Days contributed to the Sick Leave Bank are non-refundable.
2. The donation of sick leave shall not reflect upon the donor's attendance record.
3. Loans will be limited to participating certificated employees for use only in cases of certificated employees, non-worker's compensation personal accidental injury, surgery, serious illness or complications arising from pregnancy or childbirth as determined by the Sick Leave Bank Board.
4. Applications for loans from the Sick Leave Bank must be made on the certificated employee's Application for Sick Leave Bank Form. A physician's statement form is required with application in order to be considered for a loan.
5. A loan will be considered only after the certificated employee has used all of his/her accumulated sick leave days, has used all possible advances of sick leave days and is not eligible for disability leave under the Ohio State Teacher Retirement System (STRS).

#### D. SICK LEAVE BANK BOARD

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

Sick Leave Bank. The Sick Leave Bank Board shall also determine the necessity for additional contributions to the Bank and shall notify Bank members of the need for said contributions.

3. The Sick Leave Bank Board shall be responsible for reporting data concerning the Sick Leave Bank to the Treasurer.
4. The Sick Leave Bank Board shall review the operation of the Sick Leave Bank annually, and shall make recommendations, if necessary, for modifications of the plan to the MREA and Superintendent.

#### E. LOAN AND RE-PAYMENT PROCEDURES

1. Days allotted from the Sick Leave Bank will be paid at 100% of the member's daily rate of pay.
2. Allotments from the Sick Leave Bank shall commence on the first day of absence for which a member has no accumulated sick days or advanced days, and shall be renewed, upon request from the member and approval of the Sick Leave Bank Board.
3. Allotments from the Sick Leave Bank will be made only for absences under a member's normal contract. Allotments will not be made for absences in programs such as summer school, extended services, or any other part-time or second position held by a member with a full-time contract.
4. Days may not be received from the Bank for absences due to disabilities, which qualify the member for Workman's Compensation's personal benefits, unless the member has exhausted all such benefits and his/her own accumulated sick days.
5. A member may receive a maximum of fifteen (15) days per contract year and in no event may he/she receive more than thirty (30) days during his/her employment with the Mad River Local School District.
6. The receipt of days borrowed from the Sick Leave Bank will have a period of thirty-six (36) months from the month of the initial loan to repay the days borrowed. One third of the borrowed days must be repaid each year on the last paycheck of the month of the yearly anniversary of the loan.

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

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

## F. POLICY PROCEDURES

1. In consideration of the benefits of participating in the Sick Leave Bank, each applicant for membership in the Bank and for benefits from the Bank shall, as a condition to such application, agree in writing as follows:  
  
“I specifically acknowledge and agree that the granting of days from the Sick Leave Bank shall be the sole discretion of the Sick Leave Bank Board. All Decisions of the Sick Leave Bank Board will be final and binding and not subject to grievance. I further agree to abide by such decision and to indemnify and hold harmless the Mad River Local School District, the Mad River Education Association, the Sick Leave Bank Board, and all other agents for any loss they may sustain as a result of any claim or legal proceeding I may bring against any of them with respect to a decision made by any of them concerning the application.”
2. Application for the Sick Leave Bank days must be made to the Director of Human Resources.
3. The Sick Leave Bank Board shall meet and render a decision within ten (10) days of receipt of request.
4. Unused requested days shall be returned to the Sick Leave Bank.
5. The Sick Leave Bank will begin with one (1) day from each contributing certificated employee. When the fund is depleted below fifty (50) days, each participant will be assessed one (1) additional day. The Sick Leave Bank Board shall be responsible for notifying certificated employees of each assessment period.
6. Extension of additional days may be applied for in the same manner as original application.
7. When a certificated employee donates days to the Bank, he/she agrees to the above stated rules for administration of the Bank and agrees to abide by the stated rules.
8. All decisions of the Sick Leave Board shall be final and binding, and not subject to the grievance/arbitration provisions of the existing collective agreement between the MREA and the Mad River Board of Education.

### **ARTICLE 39.00 – SUPPLEMENTAL REVIEW COMMITTEE**

- 39.00 The District and the Association will continue the joint supplemental review committee to study and make recommendations to the Labor Management Council regarding all aspects of the extra duty pay scale, including placement of new positions and movement of current positions. The process is initiated through the Labor Management Council

which will refer issues to the joint supplemental review committee.

The Association and the District will appoint an equal number of members to the committee.

Any changes in Article 30 will be implemented only by mutual agreement of the parties.

**ARTICLE 40.00 – SEVERANCE PAY AND RETIREMENT INCENTIVE TAX  
SHELTER**

- 40.01 The Board will sponsor and implement a Section 403(b) Accumulated Leave Plan which will allow retiring members in the “Covered Group” to tax shelter their severance pay for unused sick leave as per Article 28.00, unused personal leave as per Article 25.05, and the retirement incentive per Article 36.00. The Board shall be responsible for any administrative fees or costs of implementation of the Section 403(b) program.
- 40.02 Eligible retirees as of May 1, 2006 and after, as members of the “Covered Group” will have their severance pay and retirement incentive deposited into the Section 403(b) Accumulated Leave Plan sponsored by the Board. Amounts due eligible retirees will be paid into the Plan within 90 days of the retiree providing verification of retirement.
- 40.03 Any amounts of money exceeding the current annual 415 limit for the Section 403(b) Plan will have additional monies paid into the Section 403(b) Plan at the maximum contribution level allowed by Section 415 for up to five (5) years beyond retirement until all monies are paid out. Future contributions will be made in July beginning with the calendar year following the year of the initial payment made per Article 40.02.

**ARTICLE 41.00 - IMPLEMENTATION**

- 41.01 In the event a provision of this Agreement is found contrary to federal or state law, as determined by a court of competent jurisdiction, then such provision shall be null and void. All other provisions of this Agreement which are not found in conflict with any applicable federal or state law shall continue in full force and effect.
- 41.02 If, during the term of this Agreement, there is an amendment to or new enactment of any federal or state law which invalidates any provision of this Agreement, upon request of either party, the parties will meet within thirty (30) days to negotiate a substitute provision.
- 41.03 The parties to this Agreement agree that there are not other contractual understandings than those contained herein.
- 41.04 It is agreed that during the life of this Agreement there shall be no lockout of employees covered under this Agreement by the Board, except as may be permitted by law, nor will the Association or the employees hereunder engage in a strike, work stoppage, slowdown or other interruption of public services, except as may be permitted by law.

- 41.05 During negotiations for a successor Agreement, either party to this Agreement shall have the authority to declare that negotiations in progress are at an impasse. When impasse is declared, the Federal Mediation and Conciliation Service shall be used in lieu of the mediation and fact-finding procedures under 4117 ORC. Section 4117.14, (D), (2), ORC shall, however, remain in effect, and be considered part of this MAD.
- 41.06 This Agreement shall become effective on July 1, 2015, so all extra duty and regular pay rates cover the entire work year and shall remain in full force and effect until June 30, 2017. Either party may initiate negotiation for a successor Agreement via sending a Notice to Negotiate to the other party and SERB between one hundred fifty (150) days and two hundred and forty (240) days prior to the expiration date.

**Addendum A**

**GRIEVANCE REPORT FORM**

**Level 1 (Informal)**

Date of occurrence of grievance/complaint: \_\_\_\_\_

Date of informal discussion: \_\_\_\_\_

**Formal Level 2:**

Statement of the grievance (including the provision of the Master Agreement which has been violated, misinterpreted, or misapplied):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Relief sought: \_\_\_\_\_

\_\_\_\_\_

Grievant: \_\_\_\_\_ Date Submitted: \_\_\_\_\_

Hearing Date: \_\_\_\_\_

Response of Administrator: \_\_\_\_\_

\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Administrator: \_\_\_\_\_ Date Issued: \_\_\_\_\_

**Level 3:**

Statement of grievance (include provision of Master Agreement):

\_\_\_\_\_  
\_\_\_\_\_

Relief sought: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Grievant: \_\_\_\_\_ Date Submitted: \_\_\_\_\_

Hearing Date: \_\_\_\_\_

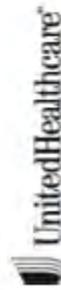
Response of Superintendent: \_\_\_\_\_  
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Superintendent: \_\_\_\_\_ Date Issued: \_\_\_\_\_

**Level 4:**

Date of receipt of Board's reply: \_\_\_\_\_  
\_\_\_\_\_

Date of Association's Demand for Arbitration: \_\_\_\_\_



## Mad River Local Schools Choice Plus Plan

Coverage Period: 10/01/2015 – 09/30/2016

Summary of Benefits and Coverage: What This Plan Covers & What it Costs

Coverage for: Employee & Family

Plan Type: PS1

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

Important Questions	Answers	Why This Matters:
What is the overall deductible?	Network: \$0 Individual / \$0 Family Non-Network: \$150 Individual / \$300 Family Per calendar year. Does not apply to copays, prescription drugs, and services listed below as "No Charge".	You must pay all the costs up to the <b>deductible</b> amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the <b>deductible</b> starts over (usually, but not always, January 1st). See the Common Medical Events chart for how much you pay for covered services after you meet the <b>deductible</b> .
Are there other deductibles for specific services?	No. There are no other deductibles.	You don't have to meet <b>deductibles</b> for specific services, but see the Common Medical Events chart for other costs for services this plan covers.
Is there an out-of-pocket limit on my expenses?	Network: \$650 Individual / \$1,300 Family Non-Network: \$1,000 Individual / \$2,000 Family Prescription drugs have a separate limit of \$3,000 Individual / \$6,000 Family Network and non-network combined.	The <b>out-of-pocket limit</b> is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in the out-of-pocket limit?	Premium, deductibles, balance-billed charges, health care this plan doesn't cover, and penalties for failure to obtain Pre-Notification for services.	Even though you pay these expenses, they don't count toward the <b>out-of-pocket limit</b> .
Is there an overall annual limit on what the plan pays?	No.	The Common Medical Events chart describes any limits on what the plan will pay for specific covered services, such as office visits.
Does this plan use a network of providers?	Yes, this plan uses network providers. If you use a non-network provider your cost may be more. For a list of network providers, see <a href="http://www.myuhc.com">www.myuhc.com</a> or call 1-866-633-2446 for a list of network providers.	If you use a network doctor or other health care provider, this plan will pay some or all of the costs of covered services. Be aware, your network doctor or hospital may use a non-network provider for some services. Plans use the term network, preferred, or participating for providers in their network. See the Common Medical Events chart for how this plan pays different kinds of providers.
Do I need a referral to see a specialist?	No. You don't need a referral to see a specialist.	You can see the <b>specialist</b> you choose without permission from this plan.
Are there services this plan doesn't cover?	Yes.	Some of the services this plan doesn't cover are listed under Services Your Plan Does NOT Cover. See your policy or plan document for additional information about <b>excluded services</b> .

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



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

Common Medical Event	Services You May Need	Your cost if you use a		Limitations & Exceptions
		Network Provider	Non-Network Provider	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$25 copay per visit	20% co-ins, after ded.	If you receive services in addition to office visit, additional copays, deductibles, or co-ins may apply.
	Specialist visit	\$25 copay per visit	20% co-ins, after ded.	If you receive services in addition to office visit, additional copays, deductibles, or co-ins may apply.
	Other practitioner office visit	\$25 copay per visit of Manipulative (Chiropractic) services	20% co-ins for Manipulative (Chiropractic) services, after ded.	Any combination of outpatient rehabilitation services is limited to 50 visits per calendar year. Pre-Notification is required non-network or benefit reduces to 50%.
	Preventive care / screening / immunization	No Charge	20% co-ins*, after ded.	Includes preventive health services specified in the health care reform law. *Deductible/co-ins may not apply to certain services.
If you have a test	Diagnostic test (x-ray, blood work)	No Charge	20% co-ins, after ded.	None
	Imaging (CT / PET scans, MRIs)	No Charge	20% co-ins, after ded.	Pre-Notification is required non-network or benefit reduces to 50%.
If you need drugs to treat your illness or condition	Tier 1 – Your Lowest-Cost Option	Retail: \$15 copay Mail-Order: \$30 copay	Retail: \$15 copay Mail-Order: Not Covered	Provider means pharmacy for purposes of this section. Retail: Up to a 31 day supply



**Mad River Local Schools Choice Plus Plan**

Coverage Period: 10/01/2015 – 09/30/2016

Summary of Benefits and Coverage: What This Plan Covers & What It Costs

Coverage for: Employee & Family

Plan Type: PS1

Common Medical Event	Services You May Need	Your cost if you use a		Limitations & Exceptions
		Network Provider	Non-Network Provider	
More information about prescription drug coverage is available at <a href="http://www.myuhc.com">www.myuhc.com</a>	Tier 2 – Your Midrange-Cost Option	Retail: \$25 copay Mail-Order: \$50 copay	Retail: \$25 copay Mail-Order: Not Covered	Mail-Order: Up to a 90 day supply You may need to obtain certain drugs, including certain specialty drugs, from a pharmacy designated by us. Certain drugs may have a Pre-Notification requirement or may result in a higher cost. If you use a non-network Pharmacy, you are responsible for any amount over the allowed amount. You may be required to use a lower-cost drug(s) prior to benefits under your policy being available for certain prescribed drugs. Tier 1 Contraceptives covered at No Charge. See the website listed for information on drugs covered by your plan. Not all drugs are covered.
	Tier 3 – Your Highest-Cost Option	Retail: 35% co-ins up to a maximum of \$65 Minimum \$50 Mail Order: 35% co-ins up to a maximum of \$130 Minimum \$100	Retail: 35% co-ins, up to a maximum of \$65 Minimum \$50 Mail Order: Not Covered	
	Tier 4 – Additional High-Cost Options	Not Applicable	Not Applicable	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	No Charge	20% co-ins, after ded.	None
	Physician / surgeon fees	No Charge	20% co-ins, after ded.	None
If you need immediate medical attention	Emergency room services	\$100 copay per visit	Same as Network	Copay is waived if you are admitted for Inpatient stay directly from the Emergency Room. Notification is required if confined in a non-Network Hospital.
	Emergency medical transportation	No Charge	Same as Network	None
	Urgent care	\$50 copay per visit	20% co-ins, after ded.	If you receive services in addition to urgent care, additional copays, deductibles, or co-ins may apply.
If you have a hospital stay	Facility fee (e.g., hospital room)	\$250 copay per Inpatient Stay	20% co-ins, after ded.	Pre-Notification is required non-network or benefit reduces to 50%.
	Physician / surgeon fees	No Charge	20% co-ins, after ded.	None



## Mad River Local Schools Choice Plus Plan

Coverage Period: 10/01/2015 – 09/30/2016

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

Common Medical Event	Services You May Need	Your cost if you use a		Limitations & Exceptions
		Network Provider	Non-Network Provider	
If you need help recovering or have other special health needs	Mental / Behavioral health outpatient services	\$25 copay per visit	20% co-ins, after ded.	Pre-Notification is required non-network or benefit reduces to 50%.
	Mental / Behavioral health inpatient services	\$250 copay per Inpatient Stay	20% co-ins, after ded.	Pre-Notification is required non-network or benefit reduces to 50%.
	Substance use disorder outpatient services	\$25 copay per visit	20% co-ins, after ded.	Pre-Notification is required non-network or benefit reduces to 50%.
	Substance use disorder inpatient services	\$250 copay per Inpatient Stay	20% co-ins, after ded.	Pre-Notification is required non-network or benefit reduces to 50%.
If you become pregnant	Prenatal and postnatal care	\$25 copay	20% co-ins, after ded.	Additional copays, deductibles, or co-ins may apply. Network routine pre-natal care is covered at No Charge.
	Delivery and all inpatient services	\$250 copay per Inpatient Stay	20% co-ins, after ded.	Additional copays, deductibles or co-ins may apply. Inpatient Pre-Notification may apply non-network or benefit reduces to 50%.
If you have a recovery or other special health needs	Home health care	No Charge	20% co-ins, after ded.	Limited to 60 visits per calendar year. (1 visit equals up to 4 hours of skilled care services) Pre-Notification is required non-network or benefit reduces to 50%.
	Rehabilitation services	\$25 copay per outpatient visit	20% co-ins, after ded.	Any combination of outpatient rehabilitation services is limited to 50 visits per calendar year.
	Habilitation services	Not Covered	Not Covered	No coverage for Habilitation services.
	Skilled nursing care	No Charge	20% co-ins, after ded.	Skilled nursing care benefits are limited to 300 days per calendar year. Inpatient Rehabilitation services are limited to 120 days per calendar year. Pre-Notification is required non-network or benefit reduces to 50%.
	Durable medical equipment	20% co-ins	50% co-ins, after ded.	Pre-Notification is required non-network for DME over \$1,000 or no



## Mad River Local Schools Choice Plus Plan

Coverage Period: 10/01/2015 – 09/30/2016

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

Common Medical Event	Services You May Need	Your cost if you use a		Limitations & Exceptions
		Network Provider	Non-Network Provider	
If your child needs dental or eye care	Hospice service	No Charge	20% co-ins. after ded.	Inpatient Pre-Notification is required for non-network or benefit reduces to 50%.
	Eye exam	\$25 copay per visit	Not Covered	Limited to 1 exam every year. No coverage non-network.
	Glasses	Not Covered	Not Covered	No coverage for Glasses.
	Dental check-up	Not Covered	Not Covered	No coverage for Dental check-up.

### Excluded Services & Other Covered Services

Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excluded services.)	
<ul style="list-style-type: none"> <li>• Acupuncture</li> <li>• Bariatric surgery</li> <li>• Cosmetic surgery</li> <li>• Dental care (Adult/Child)</li> </ul>	<ul style="list-style-type: none"> <li>• Glasses</li> <li>• Habilitation services</li> <li>• Hearing aids</li> <li>• Infertility treatment</li> <li>• Long-term care</li> </ul>
Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)	
<ul style="list-style-type: none"> <li>• Chiropractic care - may be covered with limitations</li> </ul>	<ul style="list-style-type: none"> <li>• Routine eye care (Adult) - may be covered with limitations</li> <li>• Non-emergency care when traveling outside the U.S.</li> <li>• Private-duty nursing</li> <li>• Routine foot care</li> <li>• Weight loss Programs</li> </ul>



UnitedHealthcare®

## Mad River Local Schools Choice Plus Plan

Coverage Period: 10/01/2015 – 09/30/2016

Summary of Benefits and Coverage: What This Plan Covers & What it Costs

Coverage for: Employee & Family

Plan Type: PS1

### Your Rights to Continue Coverage:

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

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

### Your Grievance and Appeals Rights:

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

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

### Does this Coverage Provide Minimum Essential Coverage?

The Affordable Care Act requires most people to have health care coverage that qualifies as "minimum essential coverage." **This plan or policy does provide minimum essential coverage.**

### Does this Coverage Meet the Minimum Value Standard?

The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). **This health coverage does meet the minimum value standard for the benefits it provides.**

### Language Access Services:

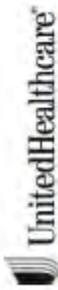
Para obtener asistencia en español, llame al número de teléfono en su tarjeta de identificación.

若需要中文协助, 请拨打您会员卡上的电话号码

Dine k'ehji shichi'i hadoodzhi ninizingo, bee neehozin biniyiye nanitnigi number bikaa'igii bich'i hodilinih

Para sa tulong sa Tagalog, tawagan ang numero sa iyong

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



### About these Coverage Examples:

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

**This is not a cost estimator.**

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

See the next page for important information about these examples.

#### Having a baby (normal delivery)

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

**Sample care costs:**

Hospital charges (mother)	\$2,700
Routine obstetric care	\$2,100
Hospital charges (baby)	\$900
Anesthesia	\$900
Laboratory tests	\$500
Prescriptions	\$200
Radiology	\$200
Vaccines, other preventive	\$40
<b>Total</b>	<b>\$7,540</b>

**Patient pays:**

Deductibles	\$0
Co-pays	\$300
Co-insurance	\$0
Limits or exclusions	\$200
<b>Total</b>	<b>\$500</b>

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

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

**Sample care costs:**

Prescriptions	\$2,900
Medical Equipment and Supplies	\$1,300
Office Visits and Procedures	\$700
Education	\$300
Laboratory tests	\$100
Vaccines, other preventive	\$100
<b>Total</b>	<b>\$5,400</b>

**Patient pays:**

Deductibles	\$0
Co-pays	\$700
Co-insurance	\$0
Limits or exclusions	\$80
<b>Total</b>	<b>\$780</b>



### Questions and answers about Coverage Examples:

<p><b>What are some of the assumptions behind the Coverage Examples?</b></p> <ul style="list-style-type: none"> <li>Costs don't include premiums.</li> <li>Sample care costs are based on national averages supplied to the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.</li> <li>The patient's condition was not an excluded or preexisting condition.</li> <li>All services and treatments started and ended in the same coverage period.</li> <li>There are no other medical expenses for any member covered under this plan.</li> <li>Out-of-pocket expenses are based only on treating the condition in the example.</li> <li>The patient received all care from in-network providers. If the patient had received care from out-of-network providers, costs would have been higher.</li> <li>If other than individual coverage, the Patient Pays amount may be more.</li> </ul>	<p><b>What does a Coverage Example show?</b></p> <p>For each treatment situation, the Coverage Example helps you see how deductibles, co-payments, and co-insurance can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.</p> <p><b>Does the Coverage Example predict my own care needs?</b></p> <p>✖ <b>No.</b> Treatments shown are just examples. The care you would receive for this condition could be different based on your doctor's advice, your age, how serious your condition is, and many other factors.</p> <p><b>Does the Coverage Example predict my future expenses?</b></p> <p>✖ <b>No.</b> Coverage Examples are <u>not</u> cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your providers charge, and the reimbursement your health plan allows.</p>	<p><b>Can I use Coverage Examples to compare plans?</b></p> <p>✓ <b>Yes.</b> When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.</p> <p><b>Are there other costs I should consider when comparing plans?</b></p> <p>✓ <b>Yes.</b> An important cost is the premium you pay. Generally, the lower your premium, the more you'll pay in out-of-pocket costs, such as co-payments, deductibles, and co-insurance. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.</p>
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**Questions:** Call 1-866-633-2446 or visit us at [www.mylhbc.com](http://www.mylhbc.com). If you aren't clear about any of the terms used in this form, see the Glossary. You can view the Glossary at [www.doh.gov/etsa/healthreform](http://www.doh.gov/etsa/healthreform) or call the phone number above to request a copy. **This is only a summary.** It in no way modifies your benefits as described in your plan documents. Please refer to your plan documents provided by your employer for complete terms of this plan.

## Addendum C

### PERSONAL/EMERGENCY LEAVE APPLICATION

Name: \_\_\_\_\_ Building: \_\_\_\_\_

Date(s) Requested: \_\_\_\_\_

- I certify that this personal leave is being used for one (1) of the following reasons:
- Doctor appointment which can only be scheduled during the working hours.
  - Dental appointment which can only be scheduled during the working hours.
  - Business appointment which can only be scheduled during the working hours.
  - Required court appearances as a litigant or witness.
  - Emergencies, natural or personal, for the employee.
  - Religious holiday requiring complete abstinence from work.
  - Death of a close friend.
  - Father or prospective father immediately before, at, or following the birth of a child.
  - Attendance at wedding or graduation of a member of immediate family.
  - Attendance at ceremonies where a member of the immediate family is receiving an award or is a participant or where the unit member attends an educational or extra-curricular function directly related to a child in the immediate family.
- If requesting the day before or the day after a regularly scheduled holiday or vacation, I certify that it is not being used for a doctor, dental or business appointment as outlined in article 25.04.

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

No     Yes    If yes, give date(s): \_\_\_\_\_

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

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

For Office Use Only

- Approved  
 Disapproved – Reason: \_\_\_\_\_

Date: \_\_\_\_\_

Supervisor/Administrator Signature

## Addendum D



Southwestern Ohio Educational  
Purchasing Council

### EPC - VISION PLAN SUMMARY — VSP

District: Mad River

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

**More information:** VSP Customer Service 1-800-877-7195 or [www.vsp.com](http://www.vsp.com)

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

Covered Services	Covered Frequency	Network You pay:	Non Network The Plan Pays:
<b>EXAMINATION</b>	Every 12 months	\$10 Copayment	\$35
<b>LENSES</b> <ul style="list-style-type: none"> <li>• Single Vision lenses</li> <li>• Bifocal lenses</li> <li>• Trifocal lenses</li> <li>• Lenticular lenses</li> </ul>	Every 12 months	\$25 Copayment	\$25 \$40 \$55 \$80
<b>FRAMES</b>	Every 24 months		\$45
<b>CONTACT LENSES</b> In place of Lenses and Frames <ul style="list-style-type: none"> <li>• Medically necessary (Prior Authorization req)</li> <li>• Elective</li> </ul>	Every 12 months	Covered in full  Plan pays \$130	\$210  \$130

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

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

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

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

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

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

**Network Doctors:** Refer to the VSP website [www.vsp.com](http://www.vsp.com) for a list of VSP member doctors.

**How VSP works:** Tell your Doctor's office you have VSP when you make your appointment so they can confirm the benefits you have available under the plan before you arrive. You can also access your benefits history and see if it's time for a visit through the VSP website.

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

10/10



## Your VSP Vision Benefits Summary

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

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

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

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

### Using your VSP benefit is easy.

**Find the right eyecare provider for you.** To find a VSP doctor, visit [vsp.com](http://vsp.com) or call 800.877.7195.

- **Review your benefit information.** Visit [vsp.com](http://vsp.com) to review your plan coverage before your appointment.
- **At your appointment, tell them you have VSP.** There's no ID card required.

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

For your complete benefit description, visit [vsp.com](http://vsp.com) or call 800.877.7195.



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

### Your Coverage with a VSP Doctor

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

#### Prescription Glasses

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

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

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

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

-OR-

**Contact Lens Care**..... **every 12 or 24 months\***

**\$130.00** allowance for contacts and the contact lens exam (fitting & evaluation).

### Extra Discounts & Savings at a VSP Doctor

#### Glasses & Sunglasses

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

#### Contacts

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

#### Laser Vision Correction

- Average 15% off the regular price or 5% off the promotional price. Discounts only available from contracted facilities.
- After surgery, use your frame allowance (if eligible) for sunglasses from any VSP doctor

### • Your Copays

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

- **\*Visit [vsp.com](http://vsp.com) for your personalized plan information. Just follow the instructions and log-in!**

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

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

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

- VSP Confidential & Proprietary

## Addendum E



**46 DELTA DENTAL**

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

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

**Control Plan — Delta Dental of Ohio**  
**Benefit Year — January 1 through December 31**  
**Covered Services -**

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

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

- Oral exams (including evaluations by a specialist) are payable twice per calendar year.
- Prophylaxes (cleanings) are payable twice per calendar year.
- Fluoride treatments are payable twice per calendar year with no age limit.
- Benefits for bitewing X-rays are unlimited. Full mouth X-rays (which include bitewing X-rays) are payable once in any three-year period.

- Sealants are payable once per tooth per three-year period for the occlusal surface of permanent bicuspid and molars up to age 14. The surface must be free from decay and restorations.
- Labial veneers are payable on incisors, cuspids, and bicuspid once per tooth per five-year period.
- Composite resin (white) restorations are Covered Services on posterior teeth.  
Inlays are Covered Services.
- Porcelain crowns are optional treatment on posterior teeth.
- Implants and implant related services are payable once per tooth in any five-year period. Occlusal guards are payable once in any three-year period.
- People with certain high-risk medical conditions may be eligible for additional prophylaxes (cleanings) or fluoride treatment. The patient should talk with his or her dentist about treatment.

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

**Maximum Payment** — \$1,500 per person total per benefit year on all services except orthodontics. \$1,500 per person total per lifetime on orthodontic services.

**Deductible** — \$25 deductible per person total per benefit year limited to a maximum deductible of \$50 per family per benefit year. The deductible does not apply to diagnostic and preventive services, emergency palliative treatment, x-rays, sealants, brush biopsy, periodontal maintenance, and orthodontic services.

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

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

**Eligible People** — All regular employees as determined by the employer, shall be eligible to enroll for dental coverage under this plan. Mad River Local Schools (7500) and Wilmington City Schools COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985), enrollees (7509). The Employer and Subscriber may share the cost of this plan.

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

If you and your spouse are both eligible under this Contract, you may be enrolled as both a Subscriber on your own application card and as a dependent on your spouse's application card. Your dependent children may be enrolled on both application cards as well. Delta Dental will coordinate benefits.

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

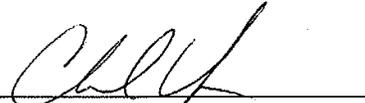
Customer Service Toll-Free Number: 800-524-0149 [www.deltadentaloh.com](http://www.deltadentaloh.com) March 14, 2011

IN WITNESS THEREOF, the parties have set their hands this 25<sup>th</sup> day of June, 2015

MAD RIVER BOARD OF EDUCATION



Cristina Pickle  
President, Board of Education

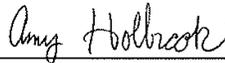


Chad Wyen  
Superintendent



Gerald T. Ellender  
Treasurer

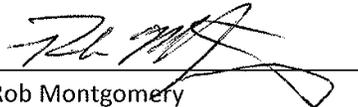
MAD RIVER EDUCATION ASSOCIATION



Amy Holbrook  
President, MREA



Debbie DiSalvo  
MREA Negotiations Co-chair



Rob Montgomery  
MREA Negotiations Co-chair



Carrie Wilkerson  
MREA Negotiating Team Member



Eric Bostick  
MREA Negotiation Team Member

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