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MASTER CONTRACT

Between the

MORGAN LOCAL BOARD OF EDUCATION

and

MORGAN LOCAL EDUCATION ASSOCIATION

Effective:

July 1, 2023 – June 30, 2026

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PREAMBLE

The Board of Education of the Morgan Local School District, together with the Morgan Local Education Association, recognizes that the development and operation of educational programs of the highest quality for the benefit of the students and their communities is a responsibility which requires for its effective discharge cooperation between the Board, the Superintendent, the Administrative staff, and the teaching staff speaking through their designated representatives. Since these groups have ultimate aim of providing the best educational opportunity for all pupils, relationships must be established and maintained which are based upon this common interest and the concept of education as a public trust and as a professional calling.

The Board of Education, the Superintendent, the Administrative staff, and the teaching staff can best attain their common objectives and discharge their respective responsibilities if each utilizes the ability, experience and judgment of the other in resolving matters of mutual concern which affect the quality of the total educational program.

It is the purpose of this Document to establish the relationship between the Board of Education and the Morgan Local Education Association, and to set forth an orderly procedure for the consideration and resolution of matters of mutual concern.

ARTICLE I
RECOGNITION

The Morgan Local Board of Education, hereinafter referred to as "employer" or "Board," recognizes the Morgan Local Education Association, OEA/NEA Local, hereinafter referred to as "Association," as the sole and exclusive bargaining representative for the purposes of and defined in Chapter 4117 of the Ohio Revised Code, for all professional, non-supervisory personnel, (as certified by the State Employment Relations Board), both full and part-time whether under contract, either verbal or written, on leave, employed or to be employed by the Board performing or to perform any work currently being performed by bargaining unit members or any similar work including by way of illustration only but not limitation, classroom teachers, guidance counselors, librarian, coordinators, tutors, school nurse, athletic trainer, and all other bargaining unit members. Substitutes employed in the Morgan Local School District on a continuous basis in the same assignment for a period of sixty consecutive (60) days or more shall be members of the bargaining unit. The employment of substitutes who become members of the bargaining unit shall automatically terminate upon the return to duty of the teacher whom they were employed to replace, or at the end of the school year in which they were employed, whichever comes first. Such termination is automatic, without the need for further notice or action by the Board. The provisions in this Agreement relating to evaluation and nonrenewal do not apply to such substitute teachers. Substitute teachers thusly employed shall not be eligible for a contract renewal unless specifically approved by the Board. This language is intended to supersede any conflicting provisions of Ohio Revised Code Sections 3319.10, 3319.11, 3319.111, and 3319.16 regarding nonrenewal, termination or evaluation of substitute teachers without notice or action by the Board.

Positions excluded from the bargaining unit include: Superintendent, Assistant Superintendent, Principals, Dean of Students, Athletic Director, Career Technical and Adult Education

Supervisor, Director of Technology and assistants/consultants casual day-to-day substitute teachers, and any other position defined in Sections 4117.01(F), (J), (K) and 4117.01(C)(11) of the Ohio Revised Code.

The Board recognizes that anyone employed in any newly created nonsupervisory position defined in Section 4117.01(C) Ohio Revised Code will be a member of the Association bargaining unit.

ARTICLE II
NEGOTIATIONS PROCEDURE

A. Either party may initiate negotiations by serving notice upon the other party of a desire to negotiate at least sixty (60) days prior to the expiration of the contract.

B. A request from the Association shall be sent to the Superintendent. A request from the Board shall be sent to the President of the Association. The negotiations style to be used will be determined by agreement of both parties.

C. Within fifteen (15) days of the request, the Association President and Superintendent shall arrange a mutually convenient meeting date.

D. At the initial session, both the Board and the Association shall submit all of their proposals in written form. No additional proposals or issues may be submitted by either party following the first meeting except by mutual agreement of the parties.

E. Negotiations shall be conducted in executive sessions.

F. Other than the notice of the opening of negotiations and the announcement of the names of team members, neither party shall submit news releases from the commencement of negotiations until a strike notice is filed.

G. Before each session adjourns, the agenda, time, and place for the next session shall be mutually agreed upon by the teams.

H. If negotiations are conducted during regular school hours, released time shall be provided for the Association's negotiating team.

I. All matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of the collective bargaining agreement are within the scope of negotiations.

J. Upon the request of either party, a negotiation meeting shall be recessed to permit a caucus of up to thirty (30) minutes. This time may be extended if mutually agreed upon by both parties.

K. As negotiation items receive tentative agreement they shall be reduced to writing and initialed by a designated person for each party.

L. IMPASSE PROCEDURE -In the event the parties are unable to reach agreement on all issues submitted for negotiations, either party may declare an impasse and request that all unresolved issues be submitted to mediation. Upon receipt of a written request by either party that an impasse has been declared, within five (5) calendar days a joint request signed by the representative of each party shall be submitted to the Federal Mediation and Conciliation Service to appoint a mediator. If agreement is not reached with the mediator, the Association may initiate the provisions of R.C. Section 4117.14(D)(2) Once the ten (10) day notice of strike is received by the Board, ultimate impasse is agreed to exist. This constitutes the parties' entire mutually-agreed dispute resolution procedure and supersedes the statutory procedures found in R.C. 4117.14.

M. When tentative agreement has been reached on all items, the proposed agreement will be submitted to the Association for consideration and submitted to the Board for consideration.

N. There shall be three (3)-signed copies of the final agreement and each shall be signed by the President of the Board on behalf of the Board and the President of the Association on behalf of the Association.

O. Representatives of the Board of Education and the Morgan Local Education Association will meet and proofread the agreed upon contract before printing.

P. PRINTING OF CONTRACT -Within thirty (30) days after this contract is signed, The Board shall post the contract on the District intranet. The Association President shall receive an executed .pdf copy of the contract for Association purposes.

ARTICLE III
GRIEVANCE PROCEDURE

A. A grievance is a claim that there has been a violation, misinterpretation, or misapplication of any provision of this agreement.

B. A Grievant is a member of the bargaining unit or the Association having a grievance. The grievant has the right to be represented at all levels by the Association.

C. A day shall mean workdays during the school year. During summer months, days shall mean calendar days, excluding Saturdays, Sundays and legal holidays.

D. No grievant may be represented by any organization other than MLEA, OEA, or NEA.

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

F. Except at Step 1, all grievances shall be in writing and shall include the Article and Section of the Agreement allegedly violated, misinterpreted or misapplied, the date of alleged violation, misinterpretation or misapplication, a summary of the grounds upon which the grievance is filed and the relief sought. Grievances shall be submitted on the form attached as Appendix A.

G. Any grievance not advanced to the next level by the grievant within the time limits provided, unless the time limits are extended by mutual written agreement of the grievant, the Association and the school administration or Board, shall be deemed withdrawn.

H. Any grievance not answered by the administration within the time limits in that level may be appealed to the next level.

I. All grievance records shall be kept separately from the employee's personnel file and shall be subject to the same rules and confidentiality as the personnel file except that written grievance resolutions and arbitration awards shall not be considered confidential.

J. No reprisals of any kind will be taken by any party or participant in the grievance procedure.

K. In the event the building principal does not have the authority to resolve the grievance, the grievant may file the grievance at Step III.

L. The grievance procedure shall be as follows:

STEP I: INFORMAL

A grievant and his/her representative, if desired, shall discuss the alleged grievance with the building principal within fifteen (15) days after the grievant knows of the alleged grievance. The grievant shall affirmatively state that this meeting is considered to be the First Step of the grievance procedure in order to implement this process.

STEP II: PRINCIPAL

If the grievance is not resolved at Step I, the grievant shall within ten (10) days of the Step I meeting file a written grievance with the building principal and Association President. Said form shall include date of occurrence, statement of nature of grievance, provisions of the contract allegedly violated, misinterpreted, or misapplied and the relief sought.

The principal shall indicate the disposition of the grievance in writing within five (5) days after receiving the grievance form.

STEP III: SUPERINTENDENT

If the grievant is unsatisfied with the disposition of the building principal, and within five (5) days of receipt of the decision at Step II, the grievant may request, in writing, a meeting with the Superintendent to discuss the grievance.

The Superintendent shall conduct the meeting with the grievant within ten (10) days of the request.

The Superintendent shall indicate the disposition of the grievance in writing, within five (5) days of the meeting.

STEP IV: ARBITRATION

1. The grievant, if not satisfied with the disposition of the Superintendent, may within five (5) days of the receipt of written notice of the Superintendent's action make a written request to the Association that the grievance be submitted for arbitration. The Association will review the request utilizing an internal review procedure adopted by the Association's Executive Board. If the Association determines that the grievance should proceed, the Association shall notify the Superintendent, within thirty (30) days of the receipt of the request of the grievant for arbitration, that the Association will appeal the decision to arbitration. Said notice shall be by personal service or by certified mail, with return receipt requested, to the Superintendent. No claims may be made which were not previously raised at all previous steps of the grievance process.

2. Within ten (10) days following receipt by the Superintendent of the grievant's request for arbitration, the authorized representative of the Association shall petition the American Arbitration Association to provide both parties with a list of seven (7) names from which an arbitrator will be selected by use of the voluntary rules of the American Arbitration Association. Once the arbitrator has been selected, the arbitrator shall conduct a hearing on the grievance in accordance with the rules and regulations of the American Arbitration Association. The decision shall be in writing and a copy sent to all parties present within thirty (30) days of the hearing. The decision of the arbitrator shall be final and binding on the Board, the Association, and the grievant unless appealed to the court of common pleas in accordance with law. The arbitrator shall not have the authority to add, subtract, modify, change or alter any of the provisions of this Collective Bargaining Contract. All expenses for the arbitrator shall be shared equally by the Board and the Association.

ARTICLE IV
ASSOCIATION RIGHTS

Recognition of the Association as the bargaining unit representative shall entitle the Association of certain rights as follows:

A. A bulletin board in each school on which the Association shall be permitted to post notices and materials. The Association building representative or designee shall have the exclusive responsibility for posting and removing Association notices, and materials subject to reasonable regulations of the Superintendent.

B. The Association shall have the right to place material in staff mailboxes.

C. Association building representatives and officers shall have the right to reasonable use of the school telephone and equipment in order to carry out their official Association responsibilities, provided such use does not interfere with teaching responsibilities or orderly conduct of school business. The Association shall pay reasonable expenses for the use of school district telephone calls outside the district and for consumable supplies.

Reasonable costs shall not exceed the actual cost incurred by the Board of Education.

D. Distribution of Association materials through the school messenger service subject to reasonable regulations of the Superintendent.

E. Be furnished, upon request, the annual adopted budget and appropriations for each calendar year.

F. Use of school buildings upon written request and approval from the Superintendent at all reasonable hours for meetings. No charge shall be made for use of school rooms. If custodial or cafeteria help is required, the Association shall pay any necessary fees.

G. Duly authorized representatives of the Association and its representative affiliates shall be permitted to transact official Association business on school property at all reasonable times.

H. The Association President shall receive a complete copy of the Board agenda and minutes of each meeting, including special meetings. Also, a complete copy of the Board agenda and minutes of each meeting and special meetings shall be electronically shared with the Association President upon approval of the minutes of each meeting.

I. Be afforded the opportunity to conduct a general meeting, not to exceed 45 minutes, during the orientation days prior to the opening of school. This meeting shall be within the seven-hour workday and exclusive of the lunch break and shall be conducted in the Morgan Local High School auditorium.

J. The Board will provide to the Association President and Treasurer contact information for teaching staff. As any new bargaining unit member is hired, the Association President and Treasurer shall be provided with the same information for that person.

K. MLEA Leadership shall be afforded the opportunity to provide input to Committees or task forces which are developed and whose work will directly affect staff members (i.e. evaluation, levies, in-service, curriculum, etc.).

L. Recognition Exclusivity: The School Board recognizes the association as the exclusive bargaining unit agent for the members of the bargaining unit described in Article I of this Contract. Exclusive recognition means that the School Board will not deal with any other organization or any individual in a manner or for a purpose inconsistent with the terms of this Agreement. Individual contracts of employment with members of the bargaining unit shall in all respects be consistent with this Agreement, which shall be deemed incorporated by reference in such individual contracts.

M. PAYROLL DEDUCTION OF FAIR SHARE FEE

Should fair share fees be found constitutional in the future, the fair share provision listed in Appendix B will be re-inserted into the Agreement.

Indemnification

The Association agrees to indemnify and save the Board harmless against any judgements or administrative findings for any costs, expenses, or other liability the Board, its members, its Treasurer, and its employees might incur as a result of the implementation and enforcement of this fair share section provided that:

1. The action brought against the Board must be a direct consequence of the Board's good faith effort to comply with this fair share provision provided, however, that there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to a court order) or misapplies this fair share provision.

2. The Board notifies the Association in writing and within fifteen (15) days of any claim made or action filed against the Board by the non-member for which indemnification may be claimed. Failure of notice shall not void this indemnification provision so long as the Association's rights have not been prejudiced by a lack of notice.

3. The Board agrees to give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, to permit the Association or its affiliated organizations to intervene as a party if it is so desired, and/or not oppose the Association or its affiliated organizations' application to file briefs amicus curiae in this action.

N. LABOR MANAGEMENT MEETINGS

The President of the MLEA or designee, the grievance chair and one "floating" member will meet with the Superintendent (or designee) and one or two administrators of his/her choice, on an as needed basis at the request of either side to discuss relevant issues. This procedure is not intended to take the place of the grievance process or the negotiation process.

ARTICLE V
COMPENSATION

A. PAYROLL DEDUCTIONS

Deductions of yearly dues shall be authorized for payroll deduction to the Treasurer by the bargaining unit member for the following. The length of deduction should be unlimited.

1. Morgan Local Education Association

2. Ohio Education Association

3. National Education Association

4. Southeastern Ohio Education Association

5. Departments of the Ohio Education Association as found on their yearly enrollment form

6. Health Insurance

7. Annuities

8. Credit Union

9. Direct Deposit. All new hires will be required to use direct deposit.

10. OEA Fund

11. United Way

12. Service Credit for STRS/SERS

B. SEVERANCE PAY

Severance allowance shall be twenty-five percent (25%) of accumulated sick leave for any member with 10 or more contract years of service with Morgan Local School District. The amount shall be paid in lump sum to the retiree within thirty (30) days upon the final certification of retirement from active service by STRS to the Morgan Local Board of Education.

C. REIMBURSEMENT FOR TRAVELING TEACHERS

Teachers required to travel to additional buildings within the school day will be reimbursed mileage to that/those building(s) at the rate established by the IRS in the calculation of automobile expenses for income tax purposes. This rate will be effective beginning January 1 of each year. New rates will be adopted January 1 and July 1 of each year.

D. STRS/SERS PICK-UP UTILIZING SALARY REDUCTION METHOD

The Board of Education of the Morgan Local School District hereby agrees with the Morgan Local Education Association ~~to pick up~~, utilizing the salary reduction method, to deduct the employee portion of contributions to the State Teachers Retirement System or the School Employees Retirement System paid upon behalf of the bargaining unit member under the following terms and conditions at no additional cost to the Board:

1. The amount to be picked up on behalf of each employee shall be the then current percentage of the teacher's mandatory STRS/SERS contribution. The employee's annual compensation shall be reduced by an amount equal to the amount picked up by the Board of Education for the purpose of state and federal tax only.

2. This procedure shall be uniformly applied to all members of the bargaining unit.

3. This program shall become effective and shall apply to all compensation including supplemental earnings thereafter.

4. Any other compensation that is based on the employee's daily rate, including but not limited to: extended service contracts, paid leaves, (including sabbaticals), supplemental contracts, unemployment compensation, workman's compensation, and severance pay, shall be based on the employee's daily gross pay prior to the reduction for STRS pick-up. Each unit member should consider responsibility for compliance with Internal Revenue salary exclusion allowance regulations with respect to the pick-up combination with other tax-deferred compensation plans. If the above stated pick-up provisions are nullified by subsequent Internal Revenue Service rulings, Ohio Attorney General opinions, or other governing regulations, the Board of Education will be held harmless, and this article of the agreement shall be held null and void.

E. INCIDENTAL PAY

Bargaining unit members who tutor, teach summer school, or teach adult classes will be paid at the base teacher salary / 183, divided by 7.25 = hourly rate. Bargaining unit members who work at athletic events shall be paid at a rate established by the athletic director.

A teacher may volunteer time for other outside activities but cannot be forced into doing so, nor shall they be adversely evaluated for not volunteering to participate.

F. SPLIT-CLASS ALLOWANCE/DUAL ENROLLMENT

Teachers in grades K-8 who teach a split class in excess of 3 hrs. per day shall receive a supplemental contract of $1,500.00 to compensate for the extra planning time needed to fulfill the position.

Teachers who teach dual enrollment courses shall be paid supplemental pay of $500.00 per course per semester up to a total of $2,500.00 per year.

G. COMPENSATION

1. Salary Schedule

2023-2024 base salary increase of three percent (3.00%) BA, step zero equals $39,494.25 effective July 1, 2023. Addition of Step 15 at an index of 1.52 in the bachelor's column for Steps 15-19, and follow index patterns of the current additional columns. Step 30 index increased to 1.68 in the bachelor's column for Step 30 and beyond, and follow index pattern of the current additional columns.

2024-2025 base salary increase of three percent (3.00%) BA, step zero equals $40,679.08 effective July 1, 2024.

2025-2026 base salary increase of three percent (3.00%), BA, step zero equals $41,899.45.

YEARS EXP	BACH	BA+30	MA	MAST + 15	MAST + 30
0	1.00	1.050	1.10	1.150	1.20
1	1.04	1.095	1.15	1.205	1.26
2	1.08	1.140	1.20	1.260	1.32
3	1.12	1.185	1.25	1.315	1.38
4	1.16	1.230	1.30	1.370	1.44
5	1.20	1.275	1.35	1.425	1.50
6	1.24	1.320	1.40	1.480	1.56
7	1.28	1.365	1.45	1.535	1.62
8	1.32	1.410	1.50	1.590	1.68
9	1.36	1.455	1.55	1.645	1.74
10	1.40	1.500	1.60	1.700	1.80
11	1.44	1.545	1.65	1.755	1.86
12-14	1.48	1.590	1.70	1.810	1.92
15-19	1.52	1.635	1.75	1.865	1.98
20-24	1.56	1.680	1.80	1.920	2.04
25-29	1.60	1.725	1.85	1.975	2.10
30+	1.68	1.815	1.95	2.085	2.22

* Addition of Step 30 at an index of 1.64 in the bachelor's column and follow index patterns of the current additional columns.

SALARY SCHEDULE 2023-2024					3.0% Increase
YEARS EXP	BACH	BA+30	MA	MAST + 15	MAST + 30
0	39,494.25	41,468.96	43,443.68	45,418.39	47,393.10
1	41,074.02	43,246.20	45,418.39	47,590.57	49,762.76
2	42,653.79	45,023.45	47,393.10	49,762.76	52,132.41
3	44,233.56	46,800.69	49,367.81	51,934.94	54,502.07
4	45,813.33	48,577.93	51,342.53	54,107.12	56,871.72
5	47,393.10	50,355.17	53,317.24	56,279.31	59,241.38
6	48,972.87	52,132.41	55,291.95	58,451.49	61,611.03
7	50,552.64	53,909.65	57,266.66	60,623.67	63,980.69

8	52,132.41	55,686.89	59,241.38	62,795.86	66,350.34
9	53,712.18	57,464.13	61,216.09	64,968.04	68,720.00
10	55,291.95	59,241.38	63,190.80	67,140.23	71,089.65
11	56,871.72	61,018.62	65,165.51	69,312.41	73,459.31
12-14	58,451.49	62,795.86	67,140.23	71,484.59	75,828.96
15-19	60,031.26	64,573.10	69,114.94	73,656.78	78,198.62
20-24	61,611.03	66,350.34	71,089.65	75,828.96	80,568.27
25-29	63,190.80	68,127.58	73,064.36	78,001.14	82,937.93
30+	66,350.34	71,682.06	77,013.79	82,345.51	87,677.24

SALARY SCHEDULE 2024-2025					3.0% Increase
YEARS EXP	BACH	BA+30	MA	MAST + 15	MAST + 30
0	40,679.08	42,713.03	44,746.99	46,780.94	48,814.90
1	42,306.24	44,543.59	46,780.94	49,018.29	51,255.64
2	43,933.41	46,374.15	48,814.90	51,255.64	53,696.39
3	45,560.57	48,204.71	50,848.85	53,492.99	56,137.13
4	47,187.73	50,035.27	52,882.80	55,730.34	58,577.88
5	48,814.90	51,865.83	54,916.76	57,967.69	61,018.62
6	50,442.06	53,696.39	56,950.71	60,205.04	63,459.36
7	52,069.22	55,526.94	58,984.67	62,442.39	65,900.11
8	53,696.39	57,357.50	61,018.62	64,679.74	68,340.85
9	55,323.55	59,188.06	63,052.57	66,917.09	70,781.60
10	56,950.71	61,018.62	65,086.53	69,154.44	73,222.34
11	58,577.88	62,849.18	67,120.48	71,391.79	75,663.09
12-14	60,205.04	64,679.74	69,154.44	73,629.13	78,103.83
15-19	61,832.20	66,510.30	71,188.39	75,866.48	80,544.58
20-24	63,459.36	68,340.85	73,222.34	78,103.83	82,985.32
25-29	65,086.53	70,171.41	75,256.30	80,341.18	85,426.07
30+	68,340.85	73,832.53	79,324.21	84,815.88	90,307.56

SALARY SCHEDULE 2025-2026					3.0% Increase
YEARS EXP	BACH	BA+30	MA	MAST + 15	MAST + 30
0	41,899.45	43,994.42	46,089.40	48,184.37	50,279.34
1	43,575.43	45,879.90	48,184.37	50,488.84	52,793.31
2	45,251.41	47,765.37	50,279.34	52,793.31	55,307.27
3	46,927.38	49,650.85	52,374.31	55,097.78	57,821.24
4	48,603.36	51,536.32	54,469.29	57,402.25	60,335.21
5	50,279.34	53,421.80	56,564.26	59,706.72	62,849.18
6	51,955.32	55,307.27	58,659.23	62,011.19	65,363.14
7	53,631.30	57,192.75	60,754.20	64,315.66	67,877.11
8	55,307.27	59,078.22	62,849.18	66,620.13	70,391.08
9	56,983.25	60,963.70	64,944.15	68,924.60	72,905.04
10	58,659.23	62,849.18	67,039.12	71,229.07	75,419.01
11	60,335.21	64,734.65	69,134.09	73,533.53	77,932.98
12-14	62,011.19	66,620.13	71,229.07	75,838.00	80,446.94
15-19	63,687.16	68,505.60	73,324.04	78,142.47	82,960.91
20-24	65,363.14	70,391.08	75,419.01	80,446.94	85,474.88
25-29	67,039.12	72,276.55	77,513.98	82,751.41	87,988.85
30+	70,391.08	76,047.50	81,703.93	87,360.35	93,016.78

2. Speech Therapist and Other Hard to Fill Positions

   a. The Morgan Local Education Association realizes that it is difficult for the Morgan Local Board of Education to fill vacancies for the position of Speech Therapist. The Association agrees that the Board may offer a prospective Therapist placement on the salary schedule ten years higher than otherwise provided. (i.e., a prospective therapist with no experience may be placed on the ten year experience step, a prospective therapist with five years experience may be placed on the fifteen year experience step, etc.)

   b. The Morgan Local Board of Education may provide advancement of up to ten years on the salary schedule to prospective candidates for other difficult to fill positions provided the Superintendent or her/his designee first meets with the officers of the Morgan Local Education Association and provides documentation that the Administration has made a determined effort to

obtain a qualified Candidate by posting at the scheduled salary per the Article VIII posting requirements in this Agreement.

3. Notification of educational upgrades must be received in the Superintendent's Office no later than September 1 for pay increases to take effect the current school year. Transcripts to verify the upgrade must be received by December 1.

H. EXTENDED SERVICE CONTRACTS

1. Teachers hired to fill the following positions will receive a supplemental contract for extended service as listed.

Position	**Days Extended Service**
High School Guidance Counselor*	20
Junior High Guidance Counselor	15
High School Librarian	15
Elementary Librarian	10
Auto Mechanics	10
Electronics	10
Health Technology	10
Carpentry	10
Machine Trades	10
Cosmetology	10
Vocational Agriculture Grades 11-12	30
Vocational Agriculture Grades 9-10	30
High School/Junior High Instrumental Music	20
Elementary Instrumental Musical	10
School Nurse	20
School Psychologist	20
Business and IT (Information Technology)	5

*current person grandfathered with 30 days. The Superintendent may recommend, and the Board may grant an extended service contract for less than the number of days stated in this contract at the request of the teacher. Any new extended service contracts shall be bargained with the Association.

2. Single Teacher/Multi-Level Vocational Programs

When a bargaining unit member is assigned to teach multiple levels of a vocational program (e.g., Junior Auto Mechanics and Senior Auto Mechanics) the bargaining unit member shall receive the extended service contract in the Section H-1 above that is designated for the senior level teacher. These days will be scheduled before and/or after the regular school year. During the regular school year the member will be reimbursed at the incidental rate of pay for necessary maintenance and repair of equipment as approved by the Superintendent. Any multi-level single teacher program may request up to 70 hours per year for the purpose stated.

Reimbursements for duties performed during the regular year shall not exceed 70 hours per year.

I. SALARY INDEX FOR SUPPLEMENTAL CONTRACTS

Bargaining unit members employed to perform the following duties shall receive a supplemental contract as listed. If a bargaining unit member applies for a supplemental position and provides evidence of the minimal qualifications, he/she will be given priority consideration in the hiring process. The minimum qualifications shall be listed in the job description.

Supplementals, 2023 - 2026

Tier 1	**Tier 2**	**Tier 3**	**Tier 4**	**Tier 5**	**Tier 6**	**Tier 7**	**Tier 8**	**Tier 9**	**Tier 10**
($7,000)	**($5,500)**	**($4,750)**	**($4,000)**	**($3,500)**	**($3,000)**	**($2,500)**	**($2,000)**	**($1,500)**	**($1,000)**
Highest pay currently - $5,559	*New*	*Highest Pay currently - $4,409*	*New*	*Highest pay currently - $3,259*	*Highest pay currently - $2,684*	*Highest pay currently - $2,108*	*Highest pay currently - $1,725*	*Highest pay currently - $1,342*	*New*
Advisor - HS Band Director	Baseball - Head	Golf - Head	Football - Freshman	Football - JH	Golf - Asst	Advisor - BPA	Advisor - Freshman Class	Advisor - Junior Class Asst	
Basketball - Head	Basketball - Varsity Asst	Basketball - JV	Basketball - Freshmen	Basketball - 7th	VB - 8th	Advisor - HS Choir	Advisor - Soph. Class	Advisor - Sr. Class Asst	
Football - Head	Softball - Head	Building Coordinator	Soccer - JV	Basketball - 8th	VB - 7th	Advisor - Junior Class			
	Track - Head	Cheer - Head Football	Volleyball - JV	Cross Country - Asst	Football - JH Asst	Advisor - Senior Class			
	Volleyball - Head	Cheer - Head Basketball	Wrestling - JV	Wrestling - JH	Track - JH Asst	Advisor - Skills USA			
	Wrestling - Head	Cross C. - Head	Softball - JV	Cheer - Asst Football	Wrestling - JH Asst	Advisor - St. Council			
	Soccer - Head	Football - JV	Baseball - JV	Baseball - Asst	Cheer - JH Football	Advisor - Drama			
		Baseball - Varsity Asst	Track - JV	Track - JH	Cheer - JH Basketball	Advisor - Nat'l HS			
		Softball - Varsity Asst	Football - Asst	Volleyball - FR		Advisor - Key Club			
		Volleyball - Varsity Asst		Cheer - Asst Basketball					
		Wrestling - Varsity Asst.		Softball - Asst					
		Track - Varsity Asst							
		Soccer - Varsity Asst							

*Any coach taking on an additional team will be paid 50% of the additional corresponding salary

Supplemental Additions, 2023

Tier 1 ($7,000)	Tier 2 ($5,500)	Tier 3 ($4,750)	Tier 4 ($4,000)	Tier 5 ($3,500)	Tier 6 ($3,000)	Tier 7 ($2,500)	Tier 8 ($2,000)	Tier 9 ($1,500)	Tier 10 ($1,000)
	FB Offensive Coordinator	Bowling - Head		Band - Asst	Advisor - PAR coach	Bowling - Asst	Advisor - ESports	Building Tech Coordinator	DLT Member
	FB Defensive Coordinator				Indoor Track	Advisor - CTSO	Site Coordinator - fall	Weightroom Coach - fall	DC Trip Coordinator
					Flag Corps	Weightroom Coach - summer	Site Coordinator - winter	Weightroom Coach - winter	TBT Lead
						Golf - Asst	Site Coordinator - spring	Weightroom Coach - spring	Football Scoreboard
								Winter Flag Corps	Advisor - JH Student Council

Supplemental Salary Tiers			
Tier	**2023-24**	**2024-25**	**2025-26**
1	7,000	7,000	7,000
2	5,500	5,500	5,500
3	4,750	4,750	4,750
4	4,000	4,000	4,000
5	3,500	3,500	3,500
6	3,000	3,000	3,000
7	2,500	2,500	2,500
8	2,000	2,000	2,000
9	1,500	1,500	1,500
10	1,000	1,000	1,000

J. SUPPLEMENTAL CONTRACTS

1. Supplemental contracts shall expire automatically at the end of the contract term. The beginning and ending date of the contract term shall be included on the contract. The process of creating job descriptions shall be undertaken by the administration. Final approval of all job descriptions shall be at the discretion of the board of education. Each person holding a supplemental contract shall receive a copy of his/her job description and an electronic file of all descriptions shall be uploaded to the District website and updated as needed.

2. Complaint Procedure – When a complaint is made to an administrator or the athletic director, about any bargaining unit member concerning the member's conduct or other activities that relate to the member's supplemental duties the procedure outlined in Article VIII, Section N of this Agreement shall apply.

Should closures due to a direct and proximate result of a natural disaster, a national/state emergency, or a force majeure become necessary by state or federal order and which affect the performance of athletic supplemental service contract duties, those contracts shall not be paid the season is cancelled during the no contact period. If the no contact period has ended and the season is cancelled prior to the beginning of the season as defined by OSHAA, the contract pay shall be paid at a pro-rated rate of 20%. If the season is canceled after the start of practice, the remaining pay shall be prorated based upon the percentage of completion of the OSHAA regular season. Payment shall be made for fall sports on or before December 15th, for winter sports on or before March 31st and for spring sports on or before June 15th, provided the coach has completed all expected duties including but not limited to return of equipment.

K. SERVICE CREDIT FOR ALTERNATE DAY TEACHERS

Part-time teachers employed on a regular contract with responsibilities for an entire year, but who teach less than one hundred twenty (120) days (e.g. Kindergarten teachers) per contract year, upon teaching one hundred twenty (120) days in the school district shall be entitled to an increment as required by the salary schedule. Said salary adjustment shall be made effective the next succeeding semester after reaching eligibility.

ARTICLE VI
INSURANCE BENEFITS

The Board of Education shall provide the following insurance benefits for bargaining unit members and prorated cost of premiums for part-time bargaining unit members:

A. HEALTH INSURANCE

The Board of Education shall provide comprehensive medical coverage. The Board shall pay eighty-five percent (85%) of the single premium and eighty-five percent (85%) of the family premium of the premier plan. The Board shall pay the monetary equivalent of the eighty-five percent for the other health plans offered by the District. Details of the benefits of the current plans are attached as Appendix C which are subject to change.

Eligibility Dependent Age In accordance with Federal and State law

B. DENTAL

The Board of Education shall pay the premium for a dental plan. Details of the benefits of the current plan are attached as Appendix D which are subject to change.

C. LIFE INSURANCE

The Board of Education shall provide $30,000.00 base and $30,000 Accidental Death Benefits Insurance per member.

D. VISION INSURANCE

The Board of Education shall provide a Vision Insurance plan. Details of the benefits of the current plan are attached as Appendix E which are subject to change.

The Board pays 100% of the premium for single coverage. Individuals may choose to pay the difference between the single and family plan for family coverage.

E. The District shall provide a Section 125 Plan.

F. STANDING HEALTH INSURANCE COMMITTEE

A standing Health Insurance Committee shall be established and maintained, with two (2) representatives appointed by the Morgan Local Education Association, two (2) members appointed by OAPSE, and three (3) members appointed by the Morgan Local Board of Education. At least one member from each group shall also be a member of the party's bargaining team.

The goal of the Committee shall be to make every reasonable effort to provide quality health care and stabilize the cost of health insurance for all enrollees of the District health insurance plan(s). The duties of the committee shall be to review and analyze all pertinent healthcare and health insurance information germane to the stated purpose of the Committee and to advise on policy matters regarding health insurance and healthcare systems for the District. The Chair shall be the District Treasurer.

The committee's areas of review and counsel may include, but are not limited to, the following:

- Review proposals for modifications in the benefits plan and make recommendations to the respective bargaining teams;
- Recommend any health insurance education programs for current and potential enrollees; and
- Review any additional cost containment measures that may alter the delivery of health care services, while maintaining quality.

Committee is for study and recommendation to the bargaining unit. Any plans for modification and changes must be negotiated.

The administration shall provide the Committee with aggregate health and financial information as requested subject to applicable law. Under no condition will personally identifiable medical information be exchanged. The Administration shall pay all reasonable costs incurred that pertain to materials and training in fulfilling the purpose of the Committee. Release time for the members of the Committee shall be made available to allow members to complete their duties. Release time will be given in accordance to professional leave guidelines.

Members of the Committee shall not be subject to any adverse impacts due to membership on said Committee. The Committee shall receive advance notice of meetings as needed. Appropriate work products shall be furnished to the Administration and both Associations as needed or by consensus of the committee.

ARTICLE VII
LEAVES

Only days when school is in session will be counted during leaves. Leaves may be taken in minimum increments of half days.

A. ASSOCIATION LEAVE

1. The Association will be granted for each OEA Representative Assembly not to exceed two (2) meetings annually, a maximum of three (3) days each for four (4) delegates.

2. Any Association member who is elected or appointed to the governing bodies of OEA shall be granted leave with pay to attend meetings of such bodies. Such leave shall not be counted as part of the Association leave as outlined in Part A of this policy.

3. The Association shall be granted a maximum of five (5) days leave for attending other Association meetings, functions or business not covered above. The Association will make a reasonable attempt to avoid continuous absence by one member.

4. The Association agrees to reimburse the Board for the cost of any substitute that is necessarily incurred as a result of leaves being granted pursuant to subsections 2 and 3 under this section, Association Leave.

B. JURY DUTY/WITNESS LEAVE

An employee who is summoned for jury duty or who is appearing before a court or agency as a subpoenaed witness in a criminal or civil proceeding in which they are not the defendant or otherwise a party to the case shall be granted all necessary leave. The employee's compensation for said leave shall be with pay.

C. MILITARY LEAVE

Military Leave will be granted to teachers pursuant to Ohio Revised Code. Benefits will be granted at a maximum allowable by law.

D. PERSONAL LEAVE

The Superintendent is authorized to grant teachers leave with pay in keeping with the following provisions:

1. Said leave is limited to four (4) days in any one school year per teacher.

2. Only fifteen percent (15%) of staff per building may be on personal leave on any given day, except in cases of emergency as approved by the Superintendent. Forty-eight (48) hour prior notice and approval to be obtained from Superintendent except in an emergency situation when the time requirement will be waived.

3. This leave is to conduct personal business or attend to personal matters that cannot be done other than on school hours.

4. Personal leave may not be taken the day before or the day after Thanksgiving, winter break and spring break, as well as during the first and last day of student attendance, except in an emergency situation where leave may be approved by the Superintendent or designee. The preceding sentence shall not apply on those occasions whereby the adopted school calendar reflects that school will not be in session and teacher attendance is not required; thereafter the schedule is changed to require teacher attendance and the teacher has committed to an event (e.g., travel, conference, vacation) prior to the announcement of that calendar change. It is the responsibility of the bargaining unit member to provide adequate documentation to the Superintendent to establish leave in this last instance is appropriate. Personal leave without pay may be granted upon approval of the Superintendent.

5. Except in cases of emergency, a teacher using this leave shall complete and sign a personal leave form in advance that is prefaced by the statement, "I hereby affirm that use of this leave is in keeping with the Personal Leave Policy", or utilize the approved attendance reporting program adopted by the District, but not both. Use of the online leave request program also affirms the employee is keeping with the Personal Leave Policy. Falsification or fraudulent use of personal leave may result in the disciplinary action, including dismissal.

6. Unused personal leave days at the end of the member's contract year shall be added to a member's sick leave accumulation until the member has reached the maximum allowable sick leave accumulation.

E. PREGNANCY LEAVE

Any bargaining unit member who becomes pregnant shall have the right to an unpaid leave of absence to begin at any point during the pregnancy, continuing until employee's physician certifies that she is physically and psychologically able to resume her normal duties. Pregnancy leave may thereafter be followed by a parental care leave, as hereinafter

provided. Such pregnancy leave shall be granted for up to one (1) year subject to the following conditions:

1. Application for pregnancy leave shall, when reasonably possible, be filed at least thirty (30) days prior to the requested beginning date.

2. Upon termination of the pregnancy leave, and no other leaves having been granted or applied for, the employee shall be reinstated to the same or similar position and contractual status held immediately prior to such leave.

3. Employees on pregnancy leave shall be treated as full-time employees for the purpose of Board-granted fringe benefits, but shall not be entitled to accumulation of sick leave credits during such term. However, pursuant to subparagraph (4) as hereinafter provided, bargaining unit members may use sick leave under applicable sick leave regulations for pregnancy and be entitled to accumulation of sick leave credits during such term.

4. To the extent otherwise applicable, the employee shall have the option of converting to sick leave at any time during the granted pregnancy leave, but in no event shall the employee be entitled to return to work prior to certification by the employee's physician that she is able to resume her normal duties.

F. PARENTAL CARE

Any bargaining unit member who becomes the parent of a newborn or an adopted child, or who is the parent of a minor child who develops a severe health problem, shall have the right to an unpaid leave of absence for a period of time not to exceed the balance of the then current school year, beginning with the date of the birth of such child, the termination of pregnancy leave, the date of adoption, or the date of the beginning of such minor child's severe health problem. Such leave shall be granted subject to the following conditions:

1. Application for parental leave shall be filed at the earliest possible opportunity.

2. Unless a medical statement is provided verifying the necessity, no spouse may take concurrent parental leave or any combination of concurrent parental and/or pregnancy leave.

3. Upon termination of parental leave, and no other leaves having been granted or applied for, the employee shall be reinstated to the same or similar position held prior to such leave.

4. The member shall notify the Superintendent not less than twenty (20) days prior to returning to work, which shall be at the beginning of a grading period.

G. PROFESSIONAL LEAVE

Professional leave will be granted by the superintendent or his/her designee in accordance

with the following policy adopted pursuant to R.C. Section 3313.30.

The bargaining unit member will submit a request for professional leave to his/her building principal or immediate supervisor, using the Request for Attendance at Professional Meeting form and the online absence program, no less than ten (10) working days before the start of the requested leave. The Superintendent or his/her appointed designee shall notify the teacher in writing and via the online absence program of his/her decision within five (5) working days after the request for leave. The time limits for submitting a request for leave may be waived by the Superintendent or his/her designee at his/her discretion. If the request for leave is denied, the notice will include a reason(s) for denial.

The member will be reimbursed according to district policy.

H. STUDENT-RELATED LEAVE

Bargaining unit members taking students to meetings, competitions or on field trips during school hours or primarily during school hours shall be considered performing contract duties. Bargaining unit members required, directed or approved to perform such activities primarily during non-school hours (and not covered by a supplemental contract pursuant to Article V, Section I of this contract) shall receive regular pay for such hours, provided prior written approval is received from the Superintendent. Said approval shall include the number of hours for which compensation is granted, provided also that compensation for a day of student-related leave cannot exceed one (1) day per diem for any bargaining unit member. The Superintendent may also approve the use of extended service time for these activities. The Superintendent may approve or deny any request for student-related leave as deemed appropriate. Bargaining unit members shall be reimbursed for reasonable and necessary expenses incurred provided prior approval for said reimbursement if obtained from the Superintendent. The bargaining unit member need not specify the amount of reimbursement for expenditures sought in advance; however, the Superintendent may specify a maximum reimbursement allowed.

I. SICK LEAVE

Each bargaining unit member shall be entitled to accumulate sick leave of one and one fourth (1 1/4) days per month of service to a maximum accumulation of two hundred and fifty-five days. Such leave may be used by the employee for absence due to personal illness, injury, pregnancy, exposure to contagious disease, which could be communicated to others, and for illness, injury, or death in the immediate family. When an employee is absent as a result of any of the above reasons, he/she shall be required to furnish a written signed statement on forms prescribed by the Board of Education to justify the use of sick leave or utilize the approved attendance reporting program adopted by the District. Falsification of a leave request is grounds for suspension or termination of employment under Section 3319.081 and 3319.16 of the Ohio Revised Code. No sick leave shall be granted or credited to a teacher after retirement or termination of employment. (R.C. 3319.141)

For the purpose of this sick leave policy, with the exception of death in the immediate family, the immediate family shall include spouse, children, parent, siblings, step relative, grandparents, spouse's parents and any other person living in the home for whom the employee is legally responsible. Sick leave may not be used for extended care of parents unless it is more than twenty (20) consecutive days.

Each employee shall be allowed a minimum of five (5) days' sick leave credit per year. This is included in the maximum number of days per year, which may be accumulated. This, in effect, advances an employee five (5) days of sick leave credit, at the beginning of each school year, provided that the employee has less than five (5) days accumulated at that time.

J. MEDICAL LEAVE

Medical leave may be granted, upon request, to any employee, subsequent to the use of sick leave, for serious illness of the employee or for serious illness of a member of the family of the employee. Such leave shall be without pay and shall not exceed one (1) full year. Each employee shall be carried on the payroll records and shall receive all Board paid fringe benefits.

K. UNPAID LEAVE

Unpaid leaves of absence for up to two (2) consecutive school years may be granted by the Board to members of the bargaining unit for personal illness or other disability; professional study and travel; childbirth; child care; adoption; service in elected public or Association office; or for other reasons as approved by the Board. The maximum leave of absence granted will be (2) consecutive school years, inclusive of any family and medical leave absence. The member shall notify the Superintendent of his/her intent to return to work by April 30th of the year prior to returning.

L. FAMILY AND MEDICAL LEAVE ACT OF 1993 (FMLA)

Bargaining unit members shall be entitled to a leave of absence under the Family and Medical Leave Act of 1993. The Board shall grant such leave in accordance with the rules promulgated under that Act. A bargaining unit member must substitute any accrued paid or unpaid leave for leave provided under any part of the 12-week period of family medical leave. Such substitution shall not negate any of the rights or benefits provided by the Act. If the bargaining unit member has not accrued adequate paid or unpaid leave to encompass the entire 12 week period of family leave taken under this section, the additional weeks of leave necessary to attain the 12 work weeks of leave shall be taken in accordance with the provisions of the Act. Return from any unpaid leave shall be under the same terms as those provided for under the Family and Medical Leave Act.

M. SICK LEAVE DONATION PROGRAM

The former sick leave bank program shall be dissolved and replaced with the sick leave donation program as outlined below. Any days remaining in the former sick leave bank

will be dissolved.

1. A committee comprised of the President of the Union or designee, four (4) Union members chosen by the Union President, one (1) appointed from each building to the extent possible shall administer sick leave donations. The Committee shall develop the approved form and shall approve applications at its discretion using guidelines developed by the committee. A majority vote of the committee is required for approval of the application.

2. Bargaining unit members who have been employed at least three (3) months and have exhausted all of their paid leave accumulation, may request additional sick leave days be transferred to his/her leave account for a catastrophic or debilitating illness or injury, to themselves, their spouse, or children who reside with the employee.

3. A request form will be required to be submitted to the Union President or his/her designee and shall contain, at a minimum, the following information:

   a. Name of the employee requesting the leave

   b. Number of years employed by the school district

   c. Classification and building assignment

   d. Number of days needed based on supporting medical documentation

   e. Reason for the need

   Requests must be made as soon as the need is expected, but at a minimum five days prior to the beginning of the pay period when the days are needed by the employee.

4. The members shall be required to provide documentation to the Committee from the attending physician including, but not limited to, the estimated duration of the catastrophic illness, schedule of treatment and follow up appointments and the need for the member to provide daily caregiving services to the spouse. Members will be required to provide a medical release stating he/she can return to their regular duties prior to reporting back to work for his/her own serious injury or catastrophic illness.

5. Approved bargaining unit members shall be granted up to a maximum of twenty (20) donated days upon submission of proper documentation. Donated sick leave must be used by the employee in full day increments. The member shall not be required to pay back the donated days. Leave will not carry forward from one school year to the next. Members are only eligible for one (1) sick leave donation within a two year fiscal period. The majority vote of the Sick Leave Donation Committee shall have discretionary authority to deviate from this policy.

6. Once the request is made by the employee, the Union President or designee will issue a request for donations to the membership. The member requesting the donation shall not be identified, unless the member consents to identification.

7. Each member may donate no more than one (1) day per application for a maximum of four (4) days per fiscal year. Members must have at least 30 days of accrued but unused in order to be eligible to donate. Donation forms must be signed and dated by the donor. Original forms must be sent to the District Treasurer's Office to be processed with the applicable payroll. The Payroll Manager will deduct the number of donated dates from the donor and transfer those days to the affected member. The days donated will be deducted in the order that the donation form is received. If more days are donated than are required, those days will not be deducted or transferred.

8. The member shall be required to submit additional medical documentation prior to the approval of a second request. If approved by the Sick Leave Donation Committee, this request shall follow the same procedures as the initial request.

9. It is the member's responsibility to be aware of the pay periods and when they have exhausted their leave. Should the request for donations not be made in a timely manner to allow for the process to be completed within the applicable pay period, the Treasurer's Office has the authority to not issue pay (dock) for those days absent when no leave is available to the member.

10. The recipient of the donated sick leave days will accrue (earn) additional sick leave days while receiving donated sick leave days. Donated days will not be used in the calculation of any applicable severance or balance transfer to another employer.

11. Absences due to alcohol and/or substance abuse of any kind shall not be considered appropriate reasons for application approval.

12. Members who qualify for disability shall be required to apply for disability retirement.

13. The decision of the Sick Leave Donation Committee is final and not subject to the grievance procedure. The Union will defend and hold the Board harmless against claims by a bargaining unit member against the Board relating to the administration of the sick leave donation program.

N. BEREAVEMENT LEAVE

1. In the case of death in the immediate family the bargaining unit member will be granted five (5) days paid leave to be used within thirty (30) days of the date of death of the family member as defined in paragraph 4. At the discretion of the superintendent, this period may be extended due to such extenuating circumstances as distance, or unusual family or personal responsibilities.

2. Absence for the first three (3) days of bereavement leave shall not be deducted from sick leave.

3. Sick leave may be approved due to extenuating circumstances.

4. For the purposes of this leave, immediate family shall be defined as spouse, father, mother, child, sibling, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, (and "steps" of the aforementioned), foster child, foster parent, member's child's parent and member's child's grandparent and other such relatives who make their home with the bargaining unit member. For those persons not covered under this leave, all other applicable leaves shall be afforded to the bargaining unit member.

ARTICLE VIII
TERMS AND CONDITIONS

A. PAY PERIODS

All bargaining unit members shall be paid on the 15th and last day of the month totaling 24 pays. If the pay date falls on a weekend or holiday the pay date will be moved to the previous day the District Office is open.

The District utilizes direct deposit for payment. Direct deposit notifications will be emailed to the employees' school email address unless the employee has previously provided, in writing, another email address. The District shall not be liable for any breach of security or non-delivery on the employees' personal email accounts.

It shall be the responsibility of the employee to update their payroll information. Upon termination of employment or retirement the employee shall notify the Treasurer's Office and designate disposition of their final pay.

B. LENGTH OF SCHOOL YEAR

The length of the school year shall be 183 days except during the initial year of employment when members shall work 184 days. The additional day shall be prior to the commencement of the 183-day school year for the purpose of orientation. The number of instructional days shall not exceed 180 days, which may include two parent-conference days.

C. CONTRACT SEQUENCE

Members who are not eligible for a continuing contract shall be issued limited contracts according to the following:

1. One (1) year limited contract upon initial employment.

2. One (1) year limited contract upon reemployment for the second contract.

3. Two (2) year limited contract upon reemployment for the third contract.

4. Three (3) year limited contract upon reemployment for the fourth contract.

5. Five (5) year limited contract upon reemployment for the fifth and succeeding limited contract.

The Board at its option may interrupt this sequence at any time and issue a one (1) year limited contract. This interruption is limited to the extent that the one-year contract must be issued with reasons, a plan for improvement, and placement in the PAR with a consulting teacher. Upon successful completion of this one-year contract the member shall receive the next multi-year contract listed in the sequence above. Members may be nonrenewed in accordance with the terms of this Agreement.

D. CONTINUING CONTRACT

If the Member's initial license was obtained prior to January 1, 2011:A continuing contract is entered into by the Board with a member who holds a professional or a permanent certificate or a professional license with applicable course requirement as prescribed by R.C. 3319.08 and who, within the last five (5) years, had taught for at least three (3) years in the school district; or, in the case of a member having attained continuing contract status elsewhere in the state, who has completed two years of service in this district. A continuing contract remains in effect until the member resigns, retired or until the contract is terminated as prescribed by law.

If the member's initial license was obtained after January 1, 2011; The requirements for continuing contract are as noted above except the educator must hold an educator license for at least seven (7) years.

It shall be the member's responsibility to see that the certificate/license is on file in the office of the Treasurer prior to the Board's consideration for a continuing contract. Additionally, it shall be the member's responsibility to provide written notice to the Treasurer by September 1st of the school year when he/she is eligible for continuing contract status. Failure to provide written notification by September 1st may result in the issuance of a limited contract. The language in this section shall replace and supersede the provisions of Ohio Revised Code Sections 3319.08 and 3319.11.

E. EXTENDED LIMITED CONTRACT

A member who is eligible for a continuing contract may be issued an extended limited contract for a one or two-year duration. Said member must be provided with written reasons directed at professional improvement (based on his/her) evaluations on or before the first day of June. This subsection shall replace and supersede the provisions of Ohio Revised Code Section 3319.11 with regard to employment under an extended limited contract.

F. LENGTH OF SCHOOL DAY/BUILDING MEETINGS

The length of each full-time member's day shall be seven hours and fifteen minutes (7.25) consecutive hours, inclusive of a thirty (30) consecutive minutes duty-free lunch. How the additional fifteen (15) minutes of the school day implemented in this Agreement beginning in the 2020-21 school year is used is a building level decision, except that one (1) day per week, the forty-five (45) minute collaboration time shall be designated as personal plan time. Teachers teaching less than three (3) continuous hours will not be provided a lunch time as a paid position of employment. The Superintendent and the Board shall determine starting and ending time of the school day. Members should attend regularly scheduled building meetings, not to exceed thirty (30) minutes and nine (9) meetings per year, and should attend two (2) special meetings called by the Superintendent, not to exceed thirty (30) minutes each.

Meetings shall commence not more than ten (10) minutes after the conclusion of the teacher day nor more than thirty (30) minutes prior to the start of the teacher day.

Unless district training is scheduled by the Superintendent or designee, bargaining unit members shall not be required to make up the first five (5) days of missed time due to calamity related closures. After the fifth (5^{th}) day, instruction shall be conducted using remote learning to the extent permitted by law, as directed by the Superintendent. All activities previously listed in the contract for making up time are voluntary, except for required meetings related to special education and any training required by law or regulation.

G. SCHOOL CALENDAR

A committee consisting of one Administrator, the Treasurer or designee, two (2) nonacademic employees, and three (3) bargaining unit members shall meet in December to draw up no more than three (3) proposed school calendars for the coming year. The certified and noncertificated staff shall be given an opportunity to vote on the proposed calendars and the Board shall consider the calendar with the most votes.

H. PLANNING PERIODS

The Board of Education shall strive to provide equitable scheduled conference/planning time throughout the district, exclusive of lunch or travel time. All *full time* members shall have a minimum of two hundred (200) minutes per week for planning and preparation free of student responsibility. This is time exclusive of the duty-free lunch or travel time and will be within the seven (7) hour, fifteen minute school day. All planning and conference time shall be so designated in the bargaining unit member's daily schedule. Part-time teachers will be provided a pro-rated amount of planning time calculated using the two hundred (200) minutes provided for full time bargaining unit members. No period of time less than fifteen (15) minutes shall be included in calculating a bargaining unit member's planning/conference time unless a bargaining unit member agrees to such a

planning period. Members required to take another member's class during a planning period shall be reimbursed for the time spent at the member's hourly rate. Classroom teachers who cover for an absent teacher by absorbing extra students will be compensated at a rate of no less than twenty-five percent (25%) of the substitute rate.

I. CLASS SIZE

1. Scheduling of Classes

Class size, except choir, band, and study hall, will not exceed the following limits. Limits are the number of pupils that may be assigned to a class. When classes exceed the maximum provided herein, the Administration may either make an adjustment in the size of the class or provide the services of an aide for the period of time that the class exceeds the maximum limit.

a. Elementary School (K-3) 26 pupils per class

b. Elementary School (4-6) 28 pupils per class

c. 7-8 (if not departmentalized) 28 pupils per class

d. 7-8 (if departmentalized) and 9-12 not to exceed 170 per day.

It shall be the responsibility of the bargaining unit member to notify the principal, in writing, whenever the class size exceeds the maximum limit.

2. Grace Period

No adjustment in class size will be required for the first eight (8) school days that a class exceeds the maximum limits. When adjustment is required the Administration shall have the option to either reduce the number of assigned pupils (or in departmentalized programs the total teacher load) or to provide an aide for the period of time that the limits are exceeded.

3. Special Education Programs

Special Education classes shall not exceed the number of pupils established by the Ohio Department of Education and Workforce.

J. LESSON PLANS

Members shall make a daily lesson plan, which gives clear direction for instruction, and relates to course for study. Teachers shall prepare lesson plans for a minimum of one week increments and a particular week's lesson plans shall be available to Administrator's before the beginning of the school day on the first day of school each week. Lesson plans shall also be available in a building location accessible to, as well as disclosed to, the building principal at all times when a teacher is absent.

In the event of school closures for students due to public health emergency pursuant to federal, state or local health department or other government orders, lesson plans for online or blizzard bag lessons shall be shared via electronic platform and made available to the Administration as outlined above.

K. VACANCIES AND TRANSFERS

1. Notice of Vacancy/New Positions

a. The Superintendent shall notify all bargaining unit members of all vacancies/new positions as soon as they become known by posting notice in all school buildings. Notification of vacancies shall be sent by either mail or email to each bargaining unit member upon their written request.

Such notice shall include:

(1) Position(s) available

(2) Subject area or duties of position

(3) Deadline for application

(4) Effective starting date

(5) Any additional pertinent information

b. No vacancy shall be filled until after five (5) business days from the date of posting nor until all interested bargaining unit members have been given the opportunity for an interview. When school is not in session no vacancy shall be filled until five (5) business days from the date of mailing of notices to those employees who have requested in writing that notice be sent to them.

c. A vacancy shall exist when the Superintendent receives a written resignation, creates a new position, or a position is vacated. However, a position shall not be considered vacant for the purposes of posting until the procedure outlined in item 4, below has been completed.

d. No vacancy shall exist when a fluctuation in enrollment occurs and the change in class assignment can be absorbed by the movement of a teacher or teachers within the departmentalized group. (Example: There are three sections of fifth grade this year and only two sections next year. A fifth grade teacher may be moved to the sixth grade without creating a vacancy at the sixth grade.)

e. For positions that become vacant during the period of time between August 1 through the last student day of the school year, the Superintendent, at his/her discretion, may fill the position on a temporary basis provided,

however, that the position is posted for the succeeding school year in accordance with the provisions of this Article.

2. Voluntary Transfers

a. A bargaining unit member desiring a transfer shall notify the Superintendent in writing within five (5) business days of the date of the posting of a vacancy, or when school is not in session, the mailing of the vacancy notice.

b. No vacancy shall be filled until after five (5) business days from the date of posting or when school is not in session, the mailing of the vacancy notice, except during the month of August. Provided the Superintendent has not exercised the option afforded in Article VIII, Section J(1)(e) above, then during the month of August, all members of the bargaining unit having a letter on file in the Superintendent's office requesting a transfer and/or expressing an interest in a specific assignment should it become available shall be notified by telephone of the vacancy. It shall be the member's responsibility to provide the Superintendent with a telephone number at which they might be reached during the month of August.

c. In making decisions regarding the transfer, including qualifications set forth in the job description, the Superintendent or his/her designee shall interview each applicant and consider, but not be limited to, the following criteria:

(1) Present Certification/licensure

(2) Seniority in the district

(3) Experience in level or subject

(4) Staff availability

(5) Whether the teacher is on an improvement plan or within two years of initial employment

(6) Staff balances in schools affected, and utilizing staff members to maximum efficiency

After interviewing each bargaining unit member who has requested a transfer to the new position or vacancy, the decision as to which applicant shall be transferred shall be the responsibility of, and at the full discretion of, the Superintendent or designee.

d. Upon written request, any bargaining unit member who is interviewed and not given the position shall receive written reasons for the said denial from the Superintendent.

e. If a bargaining unit position is posted and no bargaining unit member bids upon the position, or only one bargaining unit member bids upon and is awarded the vacant position and thereafter resigns or otherwise vacates the position, then the Superintendent is not required to repost the same vacancy.

f. Any second bid upon a bargaining unit vacancy by a bargaining unit member, after the member has been awarded a position through use of the bid procedure within the past year, may be disregarded by the Superintendent at the discretion of the Superintendent.

3. Involuntary Transfers

a. If a voluntary transfer, is denied and requested reasons have been given and if the position still remains vacant, the employer shall fill the position using the involuntary transfer procedure of an employee possessing the qualifications outlined in (J)(2)(d), above or by hiring a new employee possessing the stated qualifications in the posting. Before a member is involuntarily transferred, the Superintendent or designee shall meet with the member and a representative of the Association (if desired by the member).

b. Employer-initiated request: If no employee requests a vacant position, the employer may request the employee to accept an involuntary transfer.

c. Restrictions on involuntary transfer: No employee shall be involuntary transferred in an arbitrary and capricious manner.

d. Right to written reasons (involuntary transfer): Any employee involuntarily transferred shall be given written reason(s) for such transfer upon written request.

e. Any member involuntarily transferred to a different position five (5) to ten (10) days prior to his/her first scheduled work day of the new school year shall be compensated two (2) additional days at the member's per diem rate if the transfer is to the same grade level or subject. If such transfer is to another grade level or subject the member shall be compensated five (5) additional days at the member's per diem rate.

f. Any member involuntarily transferred to a different position five or less days prior to his/her first scheduled work day of the next school year shall be granted two (2) days released time to facilitate moving and preparation if the transfer is to the same grade level or subject. If such transfer is to a different grade level or subject the member shall be granted five (5) days released time for moving and preparation. The Board will provide the transportation of supplies and materials to the new location at the request of the bargaining unit member.

g. A bargaining unit member involuntary transferred for performance reasons, who is performing successfully in his/her new assignment may request to return to his/her original building assignment. Such request to return to an initial or similar position may not be made for a period of five years.

h. Involuntary transfers shall not be made for the purpose of negating the voluntary transfer procedure in this article.

i. Ohio Revised Code: The parties recognize that pursuant to Ohio Revised Code Section 3319.01, the authority and responsibility to assign teaching positions and transfer teachers is vested in the Superintendent except to the extent expressly limited in Article III, (J)(1), (2), and (3).

4. Reassignments Within Building

Whenever it becomes necessary, due to changing enrollment patterns, etc. to make assignment changes within a building, the principal shall make the reassignments on a voluntary basis. If this is not possible, the Principal shall consider the preferences of the staff but the final decision rests with the Principal. If a vacancy still exists, then that position shall be posted in accordance with the provisions of this Article. Bargaining unit members employed for less than full time shall be excluded from participation in the building reassignment procedure, but may apply for any posted vacancies in accordance with item 2 above.

5. Assignment of Special Area and Departmentalized Teachers

When it becomes necessary to realign special areas (e.g., art, music, physical education) or departments (e.g., Math, English, 8th grade) the administrator designated to develop the schedule shall meet with the affected bargaining unit members jointly to solicit desires and concerns which the members may have concerning the assignments. The final decision concerning the assignments shall be the responsibility of the designated administrator and at the discretion of the administration.

6. Teachers participating in grant programs and pilot programs will have their primary teaching position protected for a period of two years, one year at a time. Every effort will be made to maintain a less senior employee in the replacement position, thereby, providing a reduction in force situation should an experimental program be cancelled. If the grant or pilot program is extended beyond the two year period, and the teacher chooses to remain in the grant or pilot position, the primary position will be posted in accordance with the language of this contract regarding vacancies.

Should the grant position be ended after the expiration of the two year period, the bargaining unit member may return to a teaching position within his/her certified area(s). Should no vacancies exist the bargaining unit member will return to a vacancy by a R.I.F. action.

L. TEACHING CERTIFICATE

The Board shall pay all costs for the renewal of the bargaining unit member's certificate/license, for the field in which the member is currently assigned. If a bargaining unit member leaves the employ of the District within two years, the teacher will reimburse the cost of renewing licensure to the District or have it deducted from the final check, with the exception of teacher retirement. The Board will also pay for/provide necessary CPR and sports medicine training required of members to perform their contractual duties. Should the bargaining unit member choose to not take district sponsored training, he/she shall incur all costs.

M. PERSONNEL RECORD FILE

1. Any Bargaining unit member shall have the opportunity to read any material which may be considered critical of the employee's conduct, service, character, or personality before it is placed in a personnel file. A member shall acknowledge that the material has been read by affixing the member's signature to the copy to be filed. A signature shall not indicate agreement with the content of the material, but it indicates only that the member has inspected the material. The member shall have the opportunity to reply to such critical material in a written statement to be attached to the file copy. After a period of five years, and no similar situations having been documented, any material, which had been considered critical of the employee's conduct, service, character, or personality and had resulted in a discipline of less than three days suspension shall be-placed in a separate file.

2. Bargaining unit members shall be informed within five (5) business days of any complaint which is directed toward them which could become a matter of record.

3. Anonymous letters or materials shall neither be placed in a member's file nor shall they be made a matter of record. Each member shall have the right, upon request, to review the contents of his personnel file. A representative of the Association may, at the member's request, accompany the said member in such a review.

4. Materials will be removed from a member's file when it is determined to be inaccurate or unfair by the grievance procedure unless such documents must be retained by the district as a public record, in which case it shall be retained in a separate file. A member shall be entitled to a copy of any material in the member's file. An observation and evaluation digital file will be set up by the evaluator.

N. COMPLAINT PROCEDURE

1. When a complaint is made about any bargaining unit member by a person concerning a member's conduct or other activities that relate to the member's employment duties, the member shall be informed of the stated concern by the Building Principal or Athletic Director, as appropriate, as soon as possible, but no later than five (5) working days after receipt of the complaint. The Building Principal and member will attempt to resolve the concern with the person.

2. In no case shall such a complaint be grounds for action or reprimand or discipline against a member without the member having prior notice that would allow a reasonable period of time for the member to attempt to resolve the concern, or be provided a meeting with representation if requested, or provide information on the issue to the administration.

3. Should the person still not be satisfied with the resolution of the Building Principal or should the member and/or principal believe the accusation should not be handled at the building level, the complaint may be referred to the Superintendent. If, after hearing the complaint, the Superintendent believes an investigation of the accusation(s) is warranted, the Superintendent will arrange a conference with the accused member. In arranging the conference, the Superintendent will inform the member that Association representation at the conference is advisable. If the member desires representation and is unable to obtain it on the day the conference is scheduled, the conference will be rescheduled. At this initial conference, the Superintendent will inform the member of the accusation(s) against the member. The Superintendent will also advise the maker of the complaint, the accused, and any other persons involved in the case of the desirability of maintaining confidentiality while the investigation is in progress.

4. In the event that the accusations involve criminal action, the Superintendent may notify the appropriate legal authorities in order that a proper investigation may be conducted. The Superintendent may conduct an investigation, however, the Superintendent will not discuss the facts of the case with any person not involved in the investigation other than the members of the Board in executive session and its legal counsel until circumstances indicate that termination of the member's employment or other disciplinary measure is advisable.

O. INDIVIDUAL RIGHTS

The administration shall give full support and assistance to faculty members with respect to the maintenance of control and discipline in the classroom. If student behavior is directed at a teacher none of the penalties stipulated in the school's student handbook may be changed or reduced without consulting the teacher. The Board, the Superintendent, and/or the building administration will not interfere with the teacher's right to file charges and/or seek legal redress against any person threatening and/or inflicting injury upon such teacher or damaging such teacher's personal property. The Board agrees that all bargaining unit members are entitled to full rights of citizenship regardless of race, color, creed, nationality, age, or sex. The Board further agrees that members have the right to exercise their constitutional rights of political involvement, without fear of reprisal or discipline in any form, outside of the school day.

The Board further agrees that the private and personal life of any teacher is not within the appropriate concern or attentions of the Board as a condition of employment or renewed employment as long as it does not interfere with teaching or does not conflict with the standards of the community.

The Board further agrees that the members may wear insignias, pins, or other identification of membership in the Association or other civic or professional organizations on school premises, or place Association insignias on individual mailboxes in the school building.

Neither the Board nor the Association shall discriminate against bargaining unit personnel on the basis of race, color, creed, national origin, sex, religion, or for the exercise of rights protected in the Constitution of the United States and the laws of the State of Ohio. This paragraph is not subject to the grievance procedure and does not constitute a waiver of any rights to file with any federal or state agency.

The provisions of this Agreement shall be applied uniformly to all teaching employees without regard to race, color, age, religious creed, sex, or national origin.

Staff members are expected to dress in a professional manner that is representative of the profession and commensurate with assigned duties. For all staff members, shorts (except for physical education teachers) are prohibited.

T-shirts may be worn if they are Morgan Local spirit wear or college T-shirts. Clothing shall not be tattered or unreasonably worn.

Staff members are permitted to dress in a more casual fashion, including shorts of an appropriate nature on non-student days or special occasions such as a spirit day or a field day.

P. ACADEMIC FREEDOM

The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship by outside agencies.

In accordance with the basic objectives of democratic society, the school atmosphere shall be conducive to the study, investigation, presentation and interpretation of facts and ideas concerning man, human society, the physical and biological world and other branches of learning subject to accepted standards of professional educational responsibility.

Academic freedom is the liberty to pursue and teach relevant information. As the right to discuss issues is an essential part of the student's freedom to learn, the Board will, through its school staff, encourage and protect the exercise of that right within the Board's adopted course of study, curriculum and the bounds of relevant intelligent inquiry.

Q. PROGRESSIVE DISCIPLINE

The administration may take progressive disciplinary action against any member for just cause. A full written record of a member's professional service shall be maintained (prior to any action of dismissal or reprimand or discipline, including suspension without pay).

1. Such Disciplinary action shall be imposed as follows:

   1st Step -An administrator may informally talk with a member and give reasonable direction to the member in order to avoid situations where reprimands may be necessary. If this informal talk is recorded in the administrator's log for documentation purposes, this shall constitute a verbal reprimand and the member shall be notified. The superintendent will retain authority to increase any discipline should it be deemed necessary.

   2nd Step -If the first step does not resolve the matter, then the offense shall be reduced to writing by the administrator/supervisor. During a conference, the written reprimand will be signed and dated by all persons in attendance. A complete copy will be given to the staff member and Superintendent for placement in the staff member's personnel file. The member may have an Association representative present at the conference, and such presence may be virtual. The member shall attach any rebuttal to a disciplinary document within ten (10) working days. If a member is unable to secure representation for a written reprimand or discipline meeting then the meeting will not take place until representation is secured within a reasonable amount of time.

   3rd Step -A member may be suspended with or without pay. Before implementing a suspension, the Superintendent shall hold a conference with the member to discuss the reasons for the disciplinary action and to allow the member to dispute the reasons or otherwise explain the alleged misconduct. Any suspension will be reduced to writing stating the grounds for the action and the length of the suspension. The first suspension shall not exceed three (3) days, the second shall not be for more than five days and any subsequent suspension shall not be for more than ten (10) days. The Board shall act on the Superintendent's recommendation of suspension at its next regular meeting or a special meeting called to deal with the issue. Prior to the Board's action the member may meet with the Board in executive session (which may be virtual), with representation if desired, to dispute the Superintendent's recommendation.

2. If the Board upholds the Superintendent's recommendation, and the member still disputes the decision, the member may appeal the suspension within ten (10) working days by initiating Step IV of the Grievance Procedure. If the member appeals the suspension, the suspension will be implemented as scheduled by the Superintendent/Board.

3. If a member requests representation, he/she shall have the right to representation at any disciplinary hearing or meeting that may lead to a disciplinary action.

Members will be reprimanded in private and not in the presence of any other employee, students, or parents of students or any non-certified employee. Any criticism of a bargaining unit member by a supervisor, administrator, or other agent of the employer shall be made in confidence and never in the presence of students, relatives of students, other bargaining unit members, or at public gatherings. All critiques made shall be confidential.

4. The Morgan Local Board of Education further agrees that no disciplinary action will be taken against any professional employee without due process.

5. Nothing herein shall preclude the Board of Education from omitting the foregoing steps and procedures and instituting suspension/termination proceedings pursuant to R.C. 3319.16 and other relevant statutes.

R. BARGAINING UNIT MEMBER EVALUATION

1. Purpose

   a. To improve instruction

   b. To help the member to achieve greater effectiveness in performing assigned duties.

   c. To provide a written record of a member's performance to be used:

      1. As evidence of a member's performance.

      2. In advancement of position and awarding of continued employment.

      3. As reference material for recommendation to other systems.

      4. As written documentation in cases of nonrenewal, termination, discipline or inclusion into the PAR (Peer Assistance Review) and/or placement on an Improvement Plan through OTES (Ohio Teacher Evaluation System).

2. Open Appraisal:

   a. All monitoring or observation of work performances of a member shall be conducted openly. All formal planned observations and evaluation shall be performed by an ODE credentialed evaluator.

   b. Principals should give members notice prior to evaluation. The principal will give notice of at least 48 hours of the date and time that he/she will be meeting with the teacher for the required observation that is to be at least 30 minutes in length. The principal shall schedule required pre-and post-observation conferences. The length of the conference shall be sufficient

to provide clear direction to the Bargaining unit member.

c. At the beginning of each school year all new members shall be given the evaluative instrument and all of its components. The evaluative instrument and procedures to be used will be presented to all teachers at this time. Librarians, guidance counselors, speech pathologists, and nurses will not fall under the teacher evaluation guidelines.

3. Fair Consideration of Work Effort:

a. Members shall be evaluated on their classroom performance only after an entire lesson presentation or classroom period of not less than thirty (30) minutes has been observed.

b. Observations shall be followed within five (5) school days by a post-observation conference between the evaluator and the member in order for questions arising from the observations to be discussed.

Teachers may "opt out" of pre and post conferences.

c. All evaluations shall be in writing.

d. Members shall be given, within five (5) school days, a copy of any class visit report, evaluation report, or recorded observations prepared by their Supervisor. The member shall have the right to request a conference within five (5) school days, from the time they receive one or more of these items.

e. All evaluations shall acknowledge strengths as well as weaknesses.

f. All evaluations shall be signed by both the evaluator and by the person evaluated, and kept on file. The signature of the person evaluated shall not indicate agreement with the content of the evaluation, but only that the member has inspected the evaluation.

g. The person evaluated shall be given opportunity to rebut the evaluation in writing. Any written rebuttal must be provided within ten (10) school days of the evaluation conference. If the evaluation conference occurs within the last ten (10) days of the school year, the member shall have five (5) business days after the conclusion of the school year to submit any written rebuttal.

The summative evaluation of a teacher shall be based upon student growth measures resulting from assessments that were administered in the previous school year and performance that is assessed during the walkthroughs and formal observations that are conducted for the current school year. The evaluation shall acknowledge the performance strengths of the teacher evaluated as well as performance deficiencies, if any.

4. Correcting Deficiencies

When an evaluator's observation/evaluation of a bargaining unit member indicates a performance problem on one or more of the components of the evaluation instrument, or when an improvement plan is required through ETPES, the administrator and the bargaining unit member will develop an individualized improvement plan (IIP). This plan will focus on the specific areas of concern and provide specific expectations for improvement. The evaluator may design other forms of assistance with input from the bargaining unit member.

If the evaluator believes that the bargaining unit member requires additional assistance to meet the goals of the IIP, or at the request of the bargaining unit member, the bargaining unit member shall be placed in PAR (Peer Assistance Review) with a consulting teacher (CT). The CT will meet with the evaluator to determine the specific needs of the bargaining unit member. The evaluator may provide information regarding other concerns to the CT as they arise. However, at no time shall the CT share with the evaluator his/her own concerns.

The Curriculum Director shall appoint the CT. The CT shall be a member of the bargaining unit. A Peer Assistance Review Team, consisting of the CT, a member appointed by MLEA, the Curriculum Director and the evaluator, shall meet at least two times during the school year to discuss the progress and make recommendations on the bargaining unit member in PAR.

The CT shall provide a progress report to the Peer Assistance Review Team a minimum of two times during the school year.

The bargaining unit member shall be granted released time, during the regular school day, of not less than one (1) day per semester while assigned to PAR to observe another teacher-either in or outside the district-as directed by the Consulting Teacher.

The bargaining unit member and CT shall keep an accurate journal of meetings and concerns.

The bargaining unit member will work with the CT until the PAR Review Team determines that deficiencies have been corrected, the mentoring period is complete, or the bargaining unit member is dismissed from employment. At the conclusion of the mentoring period, the PAR Review Team will review both journals to document that the mentoring process was completed.

5. Frequency of Evaluations

a. Traveling teachers shall be evaluated by their home school principal or other District evaluator. All initial evaluations for members of the bargaining unit who are not up for renewal of contract shall be completed by May 10.

b. Members whose contracts are up for renewal shall be observed based on evaluation guideline timeframes. All observations shall be completed by the following dates: first observation completed by December 15; second observation completed by March 15; and the summative evaluation completed by May 1. Deadlines will be extended by the number of days of absences within the fourteen (14) calendar days prior to the deadlines with the exception of May 1.

c. Evaluations shall not be conducted the day before or the day after the Thanksgiving, winter or spring breaks.

6. Both the Association and the Board intend the evaluation procedure outlined above to supersede the requirements of Section 3319.111 of the Ohio Revised Code.

7. Evaluation Instrument

a. The evaluation instrument is not a negotiable item. If the Ohio Department of Education gives flexibility to the District in implementing an evaluation system, then the evaluation committee shall consider the timing of implementation.

b. The evaluation instrument must be adhered to, as designed, in order to be effective in its purpose. In the event that changes in the evaluation instrument are necessary a committee made up of members and administrators, of equal numbers up to five (5) for each group, will meet to consider revisions.

c. The evaluation committee will meet at least two times each year to review the evaluation instrument. One meeting will be held during the summer months (June, July, or August) and one meeting will be held during the winter months (January or February). The evaluation committee shall meet to discuss any statutory or administrative code changes to the evaluation framework.

S. PROTECTIVE CLOTHING

The employer shall provide protective clothing (i.e. shop coat, hard hat, lab coat, etc.) for unit members working in a shop, laboratory or hazardous location (i.e. Vocational Shop, Industrial Arts, Science Lab, etc.) upon requisition submitted to the building principal. Protective clothing for other uses may be requisitioned.

The member receiving said clothing shall be responsible for cleaning such clothing.

T. NONTEACHING DUTIES

Teachers will not be required to perform the following nonprofessional assignments including, but not limited to, milk distribution and collecting of lunch money from students, restroom duty or custodial functions. This section, however, shall not be

construed to preclude bargaining unit members assisting the school administrators in normal or routine supervision.

U. CLASSROOMS, SUPPLIES AND EQUIPMENT

(A minimum classroom should have the following basic items.)

The Board shall make a reasonable attempt to provide:

1. Adequate heat, light, ventilation, and space.

2. 1 bulletin board, 1 pencil sharpener, 1 U.S. Flag.

3. 1 clock, 1 wastebasket, 1 four-drawer file cabinet, adequate number of student desks and chairs, a teacher desk and chair, and adequate storage.

4. Teacher(s) work area(s) supplied with (a) copying machine, worktable, and chairs.

All other supplies, with the exception of desktop and reproduction supplies, shall be obtained through requisition. The Board recognizes that it is the responsibility for providing materials and supplies necessary to teach each approved course of study.

No bargaining unit member shall be asked or required to provide paper, materials, or supplies to teach a course of study.

Each teacher shall be provided with keys to his/her own classroom(s) if keys can be made.

Bargaining unit members shall be provided the opportunity to make recommendations for the expenditure of any money still available.

Equipment Inventory: The Board agrees that no member of the bargaining unit shall be held responsible for the removal of inventoried equipment from the member's classroom without the member's documented knowledge. Once equipment is removed from the member's classroom with the member's knowledge, the member shall no longer be held responsible for said equipment. Responsibility for the inventoried item shall be transferred to the documented recipient of the equipment.

It shall be the responsibility of the building principal to authorize all classrooms inventoried equipment changes and to maintain a current file revealing the location of all inventoried equipment.

V. COMMITTEE ASSIGNMENTS

Committees and/or individual teachers, excluding teachers with extended service, appointed or required to develop a course of study and/or textbook selection shall be granted released time or incidental pay for committee meetings and any additional period of time deemed necessary to complete the project authorized and approved by the Superintendent.

Teachers on extended service required to develop a course of study and/or make a textbook selection shall conduct such a study on their extended service time in lieu of other activities or responsibilities assigned and performed during their extended service days.

W. RESIDENT EDUCATOR MENTORING PROGRAM

The Board shall provide a Resident Educator Mentoring Program as required by state law. In the event the Resident Educator Mentoring Program (REMP) is repealed, this Article of the Agreement is null and void on the effective date of the repeal.

The following definitions will apply to the REMP:

1. Mentor Teacher: A teacher who will provide formative assistance to a Resident Educator. Mentors must complete all training required by the Ohio Department of Education. The Superintendent and his/her designee(s) shall select mentor teachers in accordance with mentoring criteria established by *Ohio's Mentor Standards for Ohio's Resident Educator Program.* Participation as a mentor teacher shall be a voluntary commitment for a one-year period. The Superintendent or his/her designee(s) may request that a mentor resign if the mentor and entry teacher relationship is not compatible.

2. Resident Educator: All new teachers in their first two years of teaching shall be required to participate in the Resident Educator Program. Teachers that have previous experience from another state or long-term substitute experience may be able to waive some or all of the residency program if their qualifications meet Ohio's requirements for waiver. Amount of time for the waiver will be determined by the Office of Teaching Profession at the Ohio Department of Education. Resident Educators that are unable to complete the summative assessment and/or performance-based assessment during the two-year residency program may be provided an additional year of mentoring if the district administration determines that the circumstances warrant. It is the responsibility of the Resident Educator to successfully complete all activities in the Resident Educator program, collaborate with their mentor, report any difficulties to the Resident educator Coordinator, and transition to their professional license. The district is not responsible for employing resident educators that do not successfully complete the requirements and transition to a professional license within the two-year residency program unless extenuating circumstances are found to exist.

3. Facilitator: A teacher who facilitates the summative evaluation process for up to ten (10) Resident Educators in the summative year.

Responsibilities of the Mentor Teacher, Resident Educator, and Facilitator will be in accordance with Ohio State law, outlined in a separate document, and posted on the District's website.

The District Resident Educator Program Coordinator (DREPC) and the

Superintendent or designee will consult with the Association President prior to selecting teachers for the REMP pairing a Mentor Teacher with a Resident Educator. Mentor Teachers shall have a minimum of a five (5) year professional license in the State of Ohio. Every reasonable effort will be made to assign a Mentor Teacher to a Resident Educator with a similar certificate.

The District shall cover training fees for Mentor Teacher and Facilitator attending mandatory ODE mentor training.

Mentor Teachers shall not participate in the evaluation of any Resident Educator.

At the discretion of the Mentor Teacher he/she may schedule two (2) one half (1/2) day sessions during the regular school day for the purpose of meeting with and/or observing the Resident Educator during the first semester. With the approval of the Resident Educator's Building Principal, the Mentor Teacher may schedule two (2) additional one half (1/2) day sessions with the Resident Educator during the second semester. The Resident Educator may schedule two (2) days for observation as directed by the Mentor Teacher.

If a Mentor Teacher has a concern about an entry year teacher's performance or failure to complete resident educator requirements and has been unable to correct the problem, the Mentor Teacher will discuss the situation with the Resident Educator Program Coordinator. The Resident Educator Program Coordinator will discuss the situation with the Resident Educator. If the problem remains, the Resident Educator Program Coordinator will discuss the issue with the Resident Educator's Building Principal who may address the issue with the Resident Educator. If this does not resolve the issue the Building Principal may refer the matter to the Superintendent.

If a Mentor Teacher is unable to complete the entire years' service, they will be paid for the days that services were completed and a new mentor will be appointed.

Resident Educators will be compensated at the incidental rate for attendance at meetings scheduled by the DREPC. Mentor Teachers will not be compensated for attendance at these meetings.

The following compensation shall apply:

1. Mentor Teacher shall receive a stipend of $1,000 for each Resident Educator they mentor.

2. If the Mentor Teacher agrees to mentor the same Resident Educator throughout the REMP the following stipend will be in addition to the amount listed in sub paragraph 2 above:

   Year 2 of mentoring/facilitating the same Resident Educator = $500.00

X. L.P.D.C.

1. The membership of the Morgan Local Professional Development Committee shall consist of seven (7) members including five (5) teachers and two (2) administrators.

2. The teachers shall be appointed by the Association President with the approval of a majority of the MLEA Executive Committee members present and voting at the Association's May Executive Committee meeting. The administrators shall be appointed by the superintendent. Each committee member must have a minimum of three years of teaching experience in the Morgan Local School District and demonstrate a commitment to professional development as evidenced by completion of an Individual Professional Development Plan (IPDP). In addition, two (2) teachers and one (1) administrator shall be elected/selected to serve as alternates in case of an in-term vacancy.

3. Terms shall run from July 1 to June 30. Committee members will serve a three-year term. Alternates will serve a one-year term.

4. An appeal committee shall be comprised of two (2) teachers and one (1) administrator. The teachers shall be selected from a list of past committee members; one to the chosen by the party requesting the appeal and one to be chosen/appointed by LPDC. The administrator will be appointed by the Superintendent.

5. Any teacher vacancies that cannot be filled shall be appointed by the Association President.

6. Monetary compensation will be in the form of a $100.00 stipend per meeting. A minimum of one (1) meeting per month will be held each year. In addition, the LPDC chairperson and secretary shall be granted one (1) day release time up to five (5) days to complete committee business (e.g. printing, disseminating, filing staff records).

7. All bargaining unit members who are required by law to submit an IPDP to an LPDC member will do so on or before October 1st of each school year. If rejected, an accepted plan must be on file prior to January 1st. LPDC members and administrators will provide all necessary assistance to bargaining unit members whose plans are rejected to assure their acceptability.

Y. PARENT-TEACHER CONFERENCES

Parent-Teacher Conference days may be scheduled by the Board in accordance with the provisions of Section 3317 of the Ohio Revised Code. Parent-teacher conferences may be scheduled beyond the regular teacher day. Should parent-teacher conferences be scheduled beyond the regular teacher workday, teachers will be granted compensatory time off equivalent to the number of hours assigned beyond the normal workday. Parent-teacher conferences shall not be scheduled for periods of time longer than the hours required in the regular teacher day. Members unable to participate in scheduled parent-teacher conferences due to illness, emergencies, and/or scheduled obligations that cannot

be conveniently changed shall schedule their parent-teacher conferences at a mutually acceptable time upon return to duty.

Z. DRUG FREE WORKPLACE POLICY

No employee of the Morgan Local District directly engaged in the performance of work or in connection with any federal grant shall unlawfully manufacture, distribute, dispense, possess, or use on or in the workplace any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or any other controlled substances as defined in schedules I through V of Section 202 of the Controlled Substances Act 9 21 U.S.C. 812 and as further defined by regulation at 21 C.F.R. 1300.11 through 1300.15.

As a condition of employment, each employee who is directly engaged in the performance of work in connection with a federal grant shall abide by the terms of this policy.

"Workplace" as used in this policy is defined as the site for the performance of work done or in connection with a federal grant. Workplace, therefore, includes an Morgan Local District school building or any school premises; any school-owned vehicle or any other school approved vehicle used to transport students to and from school or school activities; off-school property during any school sponsored or school approved activity, event, or function, including but not limited to field trips or athletic events, where students are under the jurisdiction of the Morgan Local School District and where work on a federal grant is being performed. If instruction or other duties are delivered virtually due to any order of the state or federal government related to an epidemic or pandemic, "workplace" is the place where those duties are delivered.

As a condition of employment, each employee who is directly engaged in the performance of work or in connection with a federal grant shall notify his or her supervisor of his or conviction of a criminal drug statute for a violation occurring in the workplace as defined above. Such notification shall be provided no later than five (5) days after a conviction. This Board of Education shall, within 10 days after receiving such notice from an employee or otherwise receiving actual notice, notify the appropriate federal agency of such conviction.

Within 30 days of receiving notice of the conviction of a criminal drug statute by any employee who is directly engaged in the performance of work or in connection with a federal grant, this Board of Education shall either: 1) Take appropriate personnel action against such employee for just cause up to and including termination; and/or 2) Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, Law enforcement or other appropriate agency.

DEFINITIONS

The term "conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.

The term "criminal drug statute" means a criminal statute involving the manufacture, distribution, dispensation, use, or possession of any controlled substance.

Each employee engaged in the performance of work or in connection with a federal grant shall be given a copy of this policy.

AA. DISTRICT IN-SERVICE DAYS

Bargaining unit members shall be required to be in attendance on district in-service days. Independent in-service activities may be developed by bargaining unit members with the approval of the Superintendent. In-person attendance at any in-service may be required at the discretion of the Superintendent. One (1) offsite in-service day may be required annually, to which travel will be reimbursed at the IRS mileage rate if the employee drives separately and submits such mileage within thirty (30) days.

BB. IEP DEVELOPMENT AND CONFERENCES

Adherence to Guidelines for the Education of Children With Disabilities. The Board agrees to comply with all state and federal standards in the implementation and provision of programs for the education of handicapped children. The teachers required to complete IEPs shall be provided two days of release time for this purpose. Regular classroom teachers who will have students with IEPs in their classroom may be granted released time to attend IEP conferences. Special area teachers may be granted released time to attend IEP conferences if the student's handicap will require special adaptation of curriculum or teaching methods to assist the student.

CC. ADMISSION TO SCHOOL ACTIVITIES

The Board agrees to admit members of the bargaining unit to all school activities (e.g., athletic events, concerts, plays) at no charge.

DD. RETIRED AND RE-EMPLOYED TEACHERS

1. Retired teachers employed by the Board will be placed no higher than Step 5 and will not advance through the salary schedule. Retired teachers hired prior to August 1, 2009 will be grandfathered to progress through the contract sequence as any teacher. Any salary schedule placement determination as set forth above shall not be subject to the grievance procedure or otherwise challenged and the parties expressly agree and fully intend that this provision will take precedence over any and all inconsistent or contrary state or federal statutes, laws and regulations, including but not limited to R.C. 3317.13 of the Ohio Revised Code.

2. Retired teachers will accrue 1.25 days per month sick leave. No sick days accrued prior to retirement may be carried over to reemployment.

3. Retired teachers will not progress through the contract sequence but will be issued a one (1) year limited contract that will automatically expire without Board non-renewal action. Retired teachers may be issued subsequent one-year limited

contracts for the duration of their reemployment. The number of retired teachers should not exceed 5% of the total teaching staff.

4. No mentoring teacher requirement.

EE. STAFF DEVELOPMENT

1. Unless specifically stated in writing, bargaining unit member participation in staff development (including but not limited to, in-service workshops and professional develop) outside the contract day/year is voluntary. Whenever possible, professional development and in-service workshops will be scheduled during the regular teacher day. This will include scheduling such workshops on days in which the student day is shortened for the purpose of teacher professional development. If it is not possible to schedule a workshop for a regularly scheduled teacher professional development day, or if the workshop cannot be completed within the contract day, teachers will be granted early dismissal on succeeding professional development days to compensate for the additional time expended in professional development.

2. This section applies only to mandatory workshops/meetings planned outside the contract day/year. The administration may schedule mandatory professional development and in-service workshops/meetings outside the contract day/year provided that bargaining unit members are granted released time to compensate for the time expended in professional development -- except as provided in article VIII, section E --- outside the contract day/year. Prior to scheduling a mandatory workshop/meeting the administration will meet with association representatives to pre-determine when compensatory time will be provided. The building principal will meet with the association building representatives in the building to plan building level workshops/meetings. The superintendent, or his/her designee, will meet with the association officers to plan district-wide workshops/meetings. If agreement cannot be reached regarding compensatory time, participation at the workshop/meeting will be voluntary.

3. No member of the bargaining unit will be adversely evaluated nor displaced from employment-either through non-renewal or transfer-for failure to participate in voluntary professional development or in-service workshops or activities and meetings outside the contract day or year The administration reserves the right to encourage, but not require, participation in workshops and professional development activities for which compensatory time is not provided.

ARTICLE IX
JOB SECURITY

A. NON-RENEWAL OF LIMITED CONTRACTS

1. The procedures set forth in this article shall be the sole procedure utilized by the Morgan Local School District for the non-renewal of limited contracts issued to members of this bargaining unit. The parties specifically intend that these

procedures shall supersede Ohio Revised Code 3319.11 and 3319.111.

2. Further, after the second year of employment, no bargaining unit member shall be non-renewed without first participating in PAR for a period of at least 100 working days.

3. Any bargaining unit member whose limited contract is expiring shall be evaluated in accordance with the procedures of this contract. In order to carry out a contract nonrenewal, the Superintendent shall, on or before the 1st of June, deliver or cause to be delivered to the bargaining unit member, a written notification of the intent of the Superintendent to recommend to the Board of Education that the bargaining unit member will not be reemployed at the expiration date of the limited contract. The preceding sentences of this paragraph are not intended to imply that just cause is required to be shown for the purpose of contract nonrenewal during the initial two years of employment.

4. The Board will act on the Superintendent's recommendation and notify said teacher on or before June 1st of the Board's action to non-renew. Notice may be given by regular mail with a certificate of mailing, electronic mail with proof of delivery, or other method with proof of delivery. It is the responsibility of the members of the bargaining unit to keep the Board informed of their current mailing address.

5. The affected bargaining unit member may within ten (10) calendar days of the Board's notification or personal service submit a written request to the Superintendent requesting a written statement describing the circumstances that led to the Board's intention not to re-employ him/her. The superintendent shall provide such statement within ten (10) business days. The bargaining unit member may within ten (10) business days of receipt of the Superintendent's statement request a hearing with the Board of Education.

6. Upon request, a hearing will be scheduled with the Board of Education within forty (40) calendar days of receipt of the request for a meeting from the teacher. The meeting will be held in executive session unless the teacher and the Board agree to hold the hearing in public. The Board will give the bargaining unit member at least forty-eight (48) hours written notice of the date, time and place of the meeting. The bargaining unit member shall have the right to be accompanied at the meeting and to be represented by or through a maximum of five (5) persons. This meeting shall allow the teacher and any representatives to discuss with the Board of Education and Administrators the circumstances of non-renewal.

7. The Board shall direct that a written decision be directed to the bargaining unit member within ten (10) business days following the meeting. This decision shall indicate whether the Board is affirming or vacating the non-renewal action. Unless the Board of Education chooses to vacate the non-renewal action, no further public action is required by the Board.

8. If the Board fails to reinstate the bargaining unit member then the member may appeal the nonrenewal within ten (10) days of receipt of the Board's decision by initializing Step V of the Grievance Procedure.

B. REDUCTION IN FORCE

The following procedures shall apply when it is necessary to reduce the certified staff because of decreased enrollment of pupils at a grade level, building level, program or in a teaching field* or return to duty of regular teachers after leaves of absence, suspension of school or territorial changes affecting the district, or financial reasons. Based on our Professional Learning Community and District CIP, when faced with RIF's, due to financial reasons, the superintendent or his/her designee will consult with the Labor Management Team and affected teachers to explore options with the understanding that the final decision rests with the superintendent. It is the intent of the parties that the reasons set forth in this paragraph for a reduction in force shall be consistent with the reasons contained in Ohio Revised Code 3319.17.

* For purposes of this Article of the Contract, the term "teaching field" shall mean subjects or fields for which an employee may hold a certificate/license.

1. Attrition: Where known and where possible, the number of persons affected by a reduction in force (RIF) will be kept to a minimum by not employing replacements insofar as practicable for employees who retire or resign or whose limited contracts are not renewed for performance reasons.

2. Reduction Other Than By Attrition

To the extent reductions are not achieved through attrition, reductions shall be achieved by renewing limited contacts of employment then suspending the contract in accordance with Ohio Revised Code Section 3319.17 and implemented as set forth herein. When it is necessary to implement a reduction in force the affected member shall be notified not later than thirty (30) days prior to the effective date of the reduction that the District intends to reduce the member's position. RIF could be at any time during the school year. Notification will be as soon as possible.

Seniority shall be defined as length of continuous service as a bargaining unit member.

3. Measuring Length of Service

a. Date of hire shall be the date on which nominations are made by the Superintendent and approved by the Board.

b. Length of continuous service will neither be interrupted nor increased by Board approved leaves of absence.

c. A tie in seniority shall occur when two (2) or more bargaining unit

members have the same seniority date as determined by the seniority list. Ties in seniority shall be broken by lottery, with the most senior member being the one whose name is drawn first, etc. This lottery selection will be held after any Board meeting at which two (2) or more bargaining unit members are hired, and shall remain in effect until such time as there is a qualifying break in seniority, as defined in this agreement. The District Treasurer, or designee, will conduct the drawing in the presence of the Association President, or designee.

d. Seniority shall be lost when a unit member retires or resigns, is discharged for cause, or otherwise leaves the employment of the Board.

4. RIF List

Bargaining unit members selected for suspension under this Article shall immediately be placed on a RIF List and such list shall be given to the MLEA. No new teachers shall be employed by the Board while there are teachers on the RIF List who are certified for any opening.

a. Reductions shall be made by suspending contracts based upon the Superintendent's recommendation. Members of the bargaining unit to be affected will be notified in writing. All members of the bargaining unit will be placed on a reduction in force list for each teaching field for which they are properly certificated as evidenced by a current certificate on file with the Treasurer of the District. It is the full responsibility of the employee to make certain any certificate is on file with the Treasurer. Teachers serving under continuing contracts will be placed at the top of the list, in descending order of seniority. Teachers serving under limited contracts will be placed on the list under continuing contract teachers also in descending order of seniority.

b. When a reduction in force (RIF) becomes necessary the following procedure shall be followed:

Teachers' evaluation rating for the purpose of reduction in force shall be based upon an average of the three (3) most recent summative ratings calculated as follows:

1. Ratings of Accomplished shall equal four (4) points;

2. Ratings of Skilled shall equal three (3) points;

3. Ratings of Developing shall equal two (2) points;

4. Ratings of Ineffective shall equal one (1) point.

The sum of the teachers' most recent three (3) years shall be added together, divided by three (3) and rounded to the nearest whole number to

find the "average" rating. The teacher shall then be placed in the appropriate order on the reduction in force list based on his/her average rating. ~~For~~ Examples: A teacher rated Developing, Skilled, and Skilled in the most recent three (3) years would be slotted in with the teachers rated Skilled (2+3+3 = 8 / 3 = 2.666) which is rounded to 3 = Skilled. A teacher rated Developing, Developing, and Skilled in the most recent three (3) years would be slotted in with the teachers rated Developing (2 + 2+ 3= 7 / 3 =2.333) which is rounded to 2= Developing.). Limited contract teachers shall be reduced first utilizing the following order:

1. Ineffective evaluations as measured by the average of the final summative ratings.

2. Developing evaluations as measured by the average of the final summative rating.

3. Skilled evaluations as measured by the average of the final summative rating.

4. Accomplished evaluations as measured by the average of the final summative rating.

Only when the necessary reduction of staff required exceeds the number of limited contract teachers in the affected field shall continuing contract teachers be reduced by utilizing the same order as above.

Recommended reductions in a teaching field will be made by selecting the lowest person on the reduction in force list for that area of certification who is currently assigned to a position in that teaching field. A teacher so affected may elect to displace a teacher who holds the lowest position on the seniority list for another area of licensure/certification in the subject or grade level of the affected teacher's choice in the building of choice. A teacher may elect to bump only into a position for which he/she is licensed. Any such election must be made within five (5) business days of the time when the teacher is notified in writing that the teacher will be affected.

5. Recall

A bargaining unit member whose name appears on the RIF/Recall list shall be offered reemployment when a position becomes available for which the member is certified/licensed. Teachers shall be returned to active employment in reverse order of the reduction in force to fill vacancies for which they are certified/licensed.

a. Notice of Recall

If a vacancy becomes available, the Board shall recall the teacher to active employment status by giving written notice to the teacher. Said written

notice shall be sent to the teacher by registered or certified letter addressed to the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of any change of address. If a teacher fails to accept reemployment in writing postmarked within ten (10) calendar days from the date said notification was delivered or attempted to be delivered to the last known address, said teacher shall be considered to have rejected the offer and shall be removed from the RIF/Recall List.

b. Time on RIF/Recall List; Status Upon Return

Each teacher shall remain on the RIF/Recall List for twenty-four (24) months from the last day of active service in the system unless the teacher fails to accept recall or waives any recall rights. Any teacher who is recalled to regular full-time position shall be credited with sick leave accumulation and years of service for salary schedule placement attained prior to reduction.

C. BCII REPORT

1. In the event it is necessary for the Board to employ a teacher prior to having received the results of the criminal records investigation, that teacher's employment shall be contingent upon subsequent receipt by the Board of a report from the Bureau of Criminal Identification and Investigation (BCII) which is not inconsistent with the teacher's answers to questions on the job application. In such an event, if a report is subsequently received from the Bureau of Criminal Identification and Investigation, which is inconsistent with the teacher's answers to questions on the job application, the teacher shall be notified in writing by certified mail or personal service. If the teacher does not deny the accuracy of the BCII report within five (5) working days, the action of the Board employing such teacher shall be void without any further act by any party, and without the necessity of proceedings under Ohio Revised Code 3319.16 to formally terminate such teacher's contract of employment.

2. If the teacher denies the accuracy of the BCII report, the teacher shall immediately be placed on leave without pay but with benefits for a period of up to thirty (30) days. If within that period, the Board receives a corrected report from BCII which is not inconsistent with the teacher's answers to questions on the job application, the teacher shall be returned to duty with back pay to resume his/her contract status in effect as of the beginning of such leave. If within the period of such leave the Board does not receive a corrected report from BCII which is not inconsistent (is consistent) with the teacher's answers to questions on the job application, the action of the Board employing such teacher shall be void without any further act by any party, and without the necessity of proceedings under Ohio Revised Code 3319.16 to formally terminate such teacher's contract of employment.

ARTICLE X
SEVERABILITY

A. In the event that there is a conflict between a provision of this agreement and any applicable state or federal law, or valid rule or regulation adopted by a federal agency or state agency pursuant thereto, the applicable state or federal law or valid rule or regulation adopted by a federal or state agency shall prevail as to that provision, if such law, rule, or regulation is made by law to prevail. All other provisions of this agreement which are not in conflict with any applicable state or federal law, or valid rule or regulation adopted by a federal agency or state agency pursuant thereto, shall continue in full force and effect in accordance with their terms.

B. If during the term of this Agreement, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, which would legally invalidate any provision of this Agreement, the parties will meet to negotiate any necessary change in the Agreement relative to the affected provision within thirty (30) days by demand of either party.

C. If, during the term of this Agreement, there is a change in any application (applicable) state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, which requires the Board of Education to develop policies that affect the term(s), condition(s) of employment, or working condition(s) then the parties will meet to negotiate the additional term, condition of employment, or working condition within thirty (30) days by demand of either party.

ARTICLE XI
EFFECTS OF CONTRACT

A. The terms of this Agreement will be effective from July 1, 2023 and will continue and remain in full force and effect until June 30, 2026. Negotiations for a successor agreement will commence pursuant to the provisions of this Agreement.

B. This Agreement represents the full understanding and commitment between the parties. Additions, deletions or changes in this Agreement can be done only by an amendment properly signed by each party.

C. The Morgan Local Board of Education shall change its personnel policies and practices as may be necessary in order to give full force and effect to this Agreement. Should there be a conflict between this Agreement and any such policy or practice, then the terms of this Agreement shall prevail.

MORGAN LOCAL BOARD OF EDUCATION ASSOCIATION

By: Rob Rose

Its: BOE PRESIDENT

By: Dr. Kristie Baker

Its: Superintendent

By: Sara M. Slade

Its: Treasurer

MORGAN LOCAL EDUCATION ASSOCIATION

By: Tiffany A. Lanning

Its: MLEA President

By: Vernetta Crandall

Its: MLEA Vice President

By: Cassie Murphy

Its: MLEA Secretary

APPENDIX A

MORGAN LOCAL SCHOOL DISTRICT
GRIEVANCE REPORT FORM

Name of Aggrieved	Assignment	Building	Date Filed
_____	_____	_____	_____

LEVEL ONE
INFORMAL DISCUSSION WITH IMMEDIATE SUPERVISOR

Briefly state the problem, indicating the alleged violation, misinterpretation, or misapplication of this Agreement.

_____
_____
_____
_____

Signature of Supervisor _____ Date _____

Signature of Aggrieved _____ Date _____

LEVEL TWO
(Submitted to Immediate Supervisor)

A. Date Cause of Grievance Occurred: _____

B. 1. Statement of Grievance:

_____
_____
_____
_____
_____
_____

2. Relief Sought:

_____
_____
_____
_____
_____

Signature of Aggrieved _____ Date _____

C. Disposition by Supervisor:

_____
_____
_____
_____
_____

Signature of Supervisor _____ Date _____

APPENDIX B- Fair Share Fee language

The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain a member of the Morgan Local Education Association, a fair share fee for the Association's representation of such nonmember during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

Notification of the Amount of Fair Share Fee

Notice of the amount of the annual fair share fee, (which shall not be more than one hundred percent (100%) of the unified dues of the Association) shall be transmitted by the Association to the Treasurer of the Board on or about September 15 of each year during the terms of this contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

Schedule of Fair Share Fee Deductions

1. All Fair Share Fee Payors

Payroll deduction of such annual fair share fees shall commence on the first (1st) pay date which occurs on or after January 15th annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date or after the later of:

a. Sixty (60) days employment in a bargaining unit position or
b. January 15th.

2. Upon Termination of Membership during the Membership Year

The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first (1st) pay date occurring on or after forty-five (45) days from the termination of membership.

Transmittal of Deductions

The Board further agrees to accompany each such transmittal with a list of names of bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts for each.

Procedure for Rebate

The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09 (C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitution of the United States and the State of Ohio.

Entitlement of Rebate

Upon timely demand, non-members may apply to the Association for any advance reduction/rebate of the far share fee pursuant to the internal procedure adopted by the Association.

The above fair share fee provision shall be an exclusive right of the Association not granted to any other member organization seeking to represent members in the bargaining unit represented by the Association.

APPENDIX C
Health insurance summary of benefits

The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately.

This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call 800-540-2583. For general definitions of common terms, such as **allowed amount**, **balance billing**, **coinsurance**, **copayment**, **deductible**, **provider**, or other underlined terms see the Glossary. You can view the Glossary at MedMutual.com/SBC or call 800-540-2583 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	**$1,250**/single,**$2,500**/family Network **$2,500**/single,**$5,000**/family Non-Network	Generally, you must pay all of the costs from providers up to the **deductible** amount before this **plan** begins to pay. If you have other family members on the **plan**, each family member must meet their own individual **deductible** until the total amount of **deductible** expenses paid by all family members meets the overall family **deductible.**
Are there services covered before you meet your deductible?	**Yes. Certain preventive care and all services with copayments are covered and paid by the plan before you meet your deductible.**	This **plan** covers some items and services even if you haven't yet met the **deductible** amount. But a **copayment** or **coinsurance** may apply. For example, this **plan** covers certain **preventive services** without **cost-sharing** and before you meet your **deductible**. See a list of covered **preventive services** at https://www.healthcare.gov/coverage/preventive-care-benefits/.
Are there other deductibles for specific services?	No	You don't have to meet **deductibles** for specific services.
What is the out-of-pocket limit for this plan?	**Coinsurance Limit:** **$1,000**/single,**$2,000**/family Network **$2,000**/single,**$4,000**/family Non-Network **Out-of-pocket Limit:** **$9,100**/single,**$18,200**/family Network **$4,500**/single,**$9,000**/family Non-Network	The **out-of-pocket limit** is the most you could pay in a year for covered services. If you have other family members in this **plan**, they have to meet their own **out-of-pocket limits** until the overall family **out-of-pocket limit** has been met.
What is not included in the out-of-pocket limit?	Certain **specialty drugs**, **premiums**, balance-billed charges and health care this **plan** doesn't cover.	Even though you pay these expenses, they don't count toward the **out-of-pocket limit.**

Will you pay less if you use a network provider?	Yes, See MedMutual.com/SBC or call 800-540-2583 for a list of participating providers.	This **plan** uses a **provider network**. You will pay less if you use a **provider** in the **plan's network**. You will pay the most if you use an **out-of-network provider**, and you might receive a bill from a **provider** for the difference between the **provider's** charge and what your **plan** pays (**balance billing**). Be aware your **network provider** might use an **out-of-network provider** for some services (such as lab work). Check with your **provider** before you get services.
Do you need a referral to see a specialist?	No	You can see the **specialist** you choose without a **referral.**



All **coinsurance** costs shown in this chart are after your **deductible** has been met, if a **deductible** applies. Services with **copayments** are covered before you meet your **deductible**, unless otherwise specified.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Non-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	$20 copay/visit	20% coinsurance	None
	Specialist visit	$20 copay/visit	20% coinsurance	None
	Preventive care/ screening/ immunization	No charge		You may have to pay for services that aren't preventive. Ask your provider if the services you need are preventive. Then check what your plan will pay for.
If you have a test	Diagnostic test (x-ray)	No charge at Physician; No charge at Urgent Care; 10% coinsurance for all other places	20% coinsurance	None
	Diagnostic test (blood work)	No charge at Physician; No charge at Urgent Care; 10% coinsurance for all other places	20% coinsurance	None
	Imaging (CT/PET scans, MRIs)	No charge at Physician; No charge at Urgent Care; 10% coinsurance for all other places	20% coinsurance	None

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Non-Network Provider (You will pay the most)	
If you need drugs to treat your illness or condition More information about **prescription drug coverage** is available at MedMutual.com/SBC	Generic copay - retail Tier 1	$5 (1 - 30 day supply); $10 (31 - 90 day supply)	Does Not Apply	Covers up to a 30-day supply.
	Generic copay - home delivery Tier 1	$10	Does Not Apply	Covers up to a 90-day supply.
	Single source brand copay - retail Tier 2	$20 (1 - 30 day supply); $40 (31 - 90 day supply)(	Does Not Apply	Covers up to a 30-day supply.
	Single source brand copay - home delivery Tier 2	$40	Does Not Apply	Covers up to a 90-day supply.
	Multi source brand copay - retail Tier 2	$20 (1 - 30 day supply); $40 (31 - 90 day supply)	Does Not Apply	Covers up to a 30-day supply.
	Multi source brand copay - home delivery Tier 2	$40	Does Not Apply	Covers up to a 90-day supply.
	Specialty drugs	Applicable drug tier copay applies or the max of any available manufacturer-funded copay assistance.	Does Not Apply	Covers up to a 30 day supply. Certain specialty drugs are considered non-essential health benefits and therefore do not apply to the out-of-pocket maximum. They will also be subject to higher cost-share.
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	10% coinsurance	20% coinsurance	None
	Physician/surgeon fees (Outpatient)	No charge at Physician; No charge at Urgent Care; 10% coinsurance for all other places	20% coinsurance	None
If you need immediate medical attention	Emergency room care	$100 copay/visit		None
	Emergency medical transportation	10% **coinsurance**		None
	Urgent care	$35 copay/visit	20% coinsurance	None
If you have a hospital stay	Facility fee (e.g., hospital room)	10% coinsurance	20% coinsurance	None
	Physician/ surgeon fee (inpatient)	10% coinsurance	20% coinsurance	None

[For more information about limitations and exceptions, see the plan or policy document at MedMutual.com/SBC.]

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Non-Network Provider (You will pay the most)	
If you need mental health, behavioral health, or substance abuse services	Outpatient services	Benefits paid based on corresponding medical benefits		None
	Inpatient services	Benefits paid based on corresponding medical benefits		None
If you are pregnant	Office visits	No charge	20% coinsurance	Cost sharing does not apply to certain preventive services. Depending on the type of services, copay, coinsurance or deductible may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery professional services	10% coinsurance	20% coinsurance	None
	Childbirth/delivery facility services	10% coinsurance	20% coinsurance	None

[For more information about limitations and exceptions, see the plan or policy document at MedMutual.com/SBC.]

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Non-Network Provider (You will pay the most)	
If you need help recovering or have other special health needs	Home health care	10% coinsurance	20% coinsurance	None
	Rehabilitation services (Physical Therapy)	No charge at Physician; No charge at Urgent Care; 10% coinsurance for all other places	20% coinsurance	None
	Habilitation services (Occupational Therapy)	No charge at Physician; No charge at Urgent Care; 10% coinsurance for all other places	20% coinsurance	None
	Habilitation services (Speech Therapy)	No charge at Physician; No charge at Urgent Care; 10% coinsurance for all other places	20% coinsurance	None
	Skilled nursing care	10% coinsurance	20% coinsurance	None
	Durable medical equipment	No charge at Physician; No charge at Urgent Care; 10% coinsurance for all other places	20% coinsurance	None
	Hospice services	10% coinsurance	20% coinsurance	None
If your child needs dental or eye care	Children's eye exam	No charge		None
	Children's glasses	Not Covered		Excluded Service
	Children's dental check-up	Not Covered		Excluded Service

[For more information about limitations and exceptions, see the plan or policy document at MedMutual.com/SBC.]

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Acupuncture
- Children's dental check-up
- Children's glasses
- Cosmetic Surgery
- Dental Care (Adult)
- Hearing Aids
- Infertility Treatment
- Long-Term Care
- Non-emergency care when traveling outside the U.S.
- Routine Eye Care (Adult)
- Routine Foot Care
- Weight Loss Programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Bariatric Surgery
- Chiropractic Care
- Private-Duty Nursing

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends.The contact information for those agencies is: the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 877-267-2323 x61565 or cciio.cms.gov. Other coverage options may be available to you, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit HealthCare.gov or call 800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact your plan at 800-540-2583.

Does this plan provide Minimum Essential Coverage? Yes.

Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

Does this plan meet Minimum Value Standards? Yes.

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

----------*To see examples of how this plan might cover costs for sample medical situations, see the next section*----------

The coverage example numbers assume that the patient does not use an HRA or FSA. If you participate in an HRA or FSA and use it to pay for out-of-pocket expenses, then your costs may be lower.

About these Coverage Examples:

This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby
(9 months of in-network pre-natal care and a hospital delivery)

The plan's overall deductible	$1,250
Specialist copay	$20
Hospital (facility) coinsurance	10%
Other coinsurance	10%

This EXAMPLE event includes services like:
Specialist office visits (*prenatal care*)
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests (*ultrasounds and blood work*)
Specialist visit (*anesthesia*)

Total Example Cost	**$12,700**

In this example, Peg would pay:

Cost Sharing	
Deductibles	$1,250
Copayments	$10
Coinsurance	$1,000
What isn't covered	
Limits or exclusions	$60
The total Peg would pay is	**$2,320**

Managing Joe's Type 2 Diabetes
(a year of routine in-network care of a well-controlled condition)

The plan's overall deductible	$1,250
Specialist copay	$20
Hospital (facility) coinsurance	10%
Other coinsurance	10%

This EXAMPLE event includes services like:
Primary care physician office visits (*including disease education*)
Diagnostic tests (*blood work*)
Prescription drugs
Durable medical equipment (*glucose meter*)

Total Example Cost	**$5,600**

In this example, Joe would pay:

Cost Sharing	
Deductibles	$0
Copayments	$400
Coinsurance	$0
What isn't covered	
Limits or exclusions	$20
The total Joe would pay is	**$420**

Mia's Simple Fracture
(in-network emergency room visit and follow up care)

The plan's overall deductible	$1,250
Specialist copay	$20
Hospital (facility) coinsurance	10%
Other coinsurance	10%

This EXAMPLE event includes services like:
Emergency room care (*including medical supplies*)
Diagnostic test (*x-ray*)
Durable medical equipment (*crutches*)
Rehabilitation services (*physical therapy*)

Total Example Cost	**$2,800**

In this example, Mia would pay:

Cost Sharing	
Deductibles	$900
Copayments	$100
Coinsurance	$0
What isn't covered	
Limits or exclusions	$0
The total Mia would pay is	**$1,000**

Note: These numbers assume the patient does not participate in the plan's wellness program. If you participate in the plan's wellness program, you may be able to reduce your costs. For more information about the wellness program, please contact: 800-540-2583.

The plan would be responsible for the other costs of these EXAMPLE covered services.

Multi-Language Interpreter Services & Nondiscrimination Notice

MEDICAL MUTUAL®

This document notifies individuals of how to seek assistance if they speak a language other than English.

Spanish

ATENCIÓN: Si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-800-382-5729 (TTY: 711).

Chinese

注意:如果您使用繁體中文,您可以免費獲得語言援助服務。請致電 1-800-382-5729 (TTY: 711)。

German

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: 1-800-382-5729 (TTY: 711).

Arabic

ملحوظة:إذاكنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 1-800-382-5729 رقم هاتف الصم والبكم 711).

Pennsylvania Dutch

Wann du Deitsch schwetzscht, kannscht du mitaus Koschte ebber gricke, ass dihr helft mit die englisch Schprooch. Ruf selli Nummer uff: Call 1-800-382-5729 (TTY: 711).

Russian

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-800-382-5729 (телетайп: 711).

French

ATTENTION: Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-800-382-5729 (ATS: 711).

Vietnamese

CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-800-382-5729 (TTY: 711).

Navajo

Díí baa akó nínízin: Díí saad bee yáníłti' go Diné Bizaad, saad bee áká'ánída'áwo'dęę', t'áá jiik'eh, éí ná hóló, koji' hódíílnih 1-800-382-5729 (TTY: 711).

Oromo

XIYYEEFFANNAA: Afaan dubbattu Oroomiffa, tajaajila gargaarsa afaanii, kanfaltiidhaan ala, ni argama. Bilbilaa 1-800-382-5729 (TTY: 711).

Korean

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-800-382-5729 (TTY: 711)번으로 전화해 주십시오.

Italian

ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 1-800-382-5729 (TTY: 711).

Japanese

注意事項:日本語を話される場合、無料の言語支援をご利用いただけます。1-800-382-5729 (TTY: 711) まで、お電話にてご連絡ください。

Dutch

AANDACHT: Als u nederlands spreekt, kunt u gratis gebruikmaken van de taalkundige diensten. Bel 1-800-382-5729 (TTY: 711).

Ukrainian

УВАГА! Якщо ви розмовляєте українською мовою, ви можете звернутися до безкоштовної служби мовної підтримки. Телефонуйте за номером 1-800-382-5729 (телетайп: 711).

Romanian

ATENȚIE: Dacă vorbiți limba română, vă stau la dispoziție servicii de asistență lingvistică, gratuit. Sunați la 1-800-382-5729 (TTY: 711).

Tagalog

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-800-382-5729 (TTY: 711).

QUESTIONS ABOUT YOUR BENEFITS OR OTHER INQUIRIES ABOUT YOUR HEALTH INSURANCE SHOULD BE DIRECTED TO MEDICAL MUTUAL'S CUSTOMER CARE DEPARTMENT AT 1-800-382-5729.

Nondiscrimination Notice

Medical Mutual of Ohio complies with applicable federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability or sex in its operation of health programs and activities. Medical Mutual does not exclude people or treat them differently because of race, color, national origin, age, disability or sex in its operation of health programs and activities.

- Medical Mutual provides free aids and services to people with disabilities to communicate effectively with us, such as qualified sign language interpreters, and written information in other formats (large print, audio, accessible electronic formats, etc.).
- Medical Mutual provides free language services to people whose primary language is not English, such as qualified interpreters and information written in other languages.

If you need these services or if you believe Medical Mutual failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability or sex, with respect to your health care benefits or services, you can submit a written complaint to the person listed below. Please include as much detail as possible in your written complaint to allow us to effectively research and respond.

Civil Rights Coordinator
Medical Mutual of Ohio
2060 East Ninth Street
Cleveland, OH 44115-1355
MZ: 01-10-1900
Email: CivilRightsCoordinator@MedMutual.com

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights.

- Electronically through the Office for Civil Rights Complaint Portal available at:
  ocrportal.hhs.gov/ocr/portal/lobby.jsf
- By mail at:
  U.S. Department of Health and Human Services
  200 Independence Avenue, SW Room 509F
  HHH Building
  Washington, DC 20201-0004
- By phone at:
  (800) 368-1019 (TDD: (800) 537-7697)
- Complaint forms are available at:
  hhs.gov/ocr/office/file/index.html

Products are offered by Medical Mutual or underwritten by one of its subsidiaries, such as Medical Mutual of Ohio or Consumers Life Insurance Company.

Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services
MORGAN LOCAL SCHOOLS : Plan 2

Coverage Period: 01/01/2023- 12/31/2023
Coverage for: Single or Family | **Plan Type:** PPO

The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately.

This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call 800-540-2583. For general definitions of common terms, such as **allowed amount**, **balance billing**, **coinsurance**, **copayment**, **deductible**, **provider**, or other underlined terms see the Glossary. You can view the Glossary at MedMutual.com/SBC or call 800-540-2583 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	**$750**/single,**$1,500**/family Network **$1,500**/single,**$3,000**/family Non-Network	Generally, you must pay all of the costs from providers up to the **deductible** amount before this **plan** begins to pay. If you have other family members on the **plan**, each family member must meet their own individual **deductible** until the total amount of **deductible** expenses paid by all family members meets the overall family **deductible.**
Are there services covered before you meet your deductible?	**Yes. Certain preventive care and all services with copayments are covered and paid by the plan before you meet your deductible.**	This **plan** covers some items and services even if you haven't yet met the **deductible** amount. But a **copayment** or **coinsurance** may apply. For example, this **plan** covers certain **preventive services** without **cost-sharing** and before you meet your **deductible**. See a list of covered **preventive services** at https://www.healthcare.gov/coverage/preventive-care-benefits/.
Are there other deductibles for specific services?	No	You don't have to meet **deductibles** for specific services.
What is the out-of-pocket limit for this plan?	**Coinsurance Limit:** **$1,000**/single,**$2,000**/family Network **$2,000**/single,**$4,000**/family Non-Network **Out-of-pocket Limit:** **$9,100**/single,**$18,200**/family Network **$3,500**/single,**$7,000**/family Non-Network	The **out-of-pocket limit** is the most you could pay in a year for covered services. If you have other family members in this **plan**, they have to meet their own **out-of-pocket limits** until the overall family **out-of-pocket limit** has been met.
What is not included in the out-of-pocket limit?	Certain **specialty drugs**, **premiums**, balance-billed charges and health care this **plan** doesn't cover.	Even though you pay these expenses, they don't count toward the **out-of-pocket limit.**

Will you pay less if you use a network provider?	Yes, See MedMutual.com/SBC or call 800-540-2583 for a list of participating providers.	This **plan** uses a **provider network**. You will pay less if you use a **provider** in the **plan's network**. You will pay the most if you use an **out-of-network provider**, and you might receive a bill from a **provider** for the difference between the **provider's** charge and what your **plan** pays (**balance billing**). Be aware your **network provider** might use an **out-of-network provider** for some services (such as lab work). Check with your **provider** before you get services.
Do you need a referral to see a specialist?	No	You can see the **specialist** you choose without a **referral.**



All **coinsurance** costs shown in this chart are after your **deductible** has been met, if a **deductible** applies. Services with **copayments** are covered before you meet your **deductible**, unless otherwise specified.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Non-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	$20 copay/visit	20% coinsurance	None
	Specialist visit	$20 copay/visit	20% coinsurance	None
	Preventive care/ screening/ immunization	No charge		You may have to pay for services that aren't preventive. Ask your provider if the services you need are preventive. Then check what your plan will pay for.
If you have a test	Diagnostic test (x-ray)	No charge at Physician; No charge at Urgent Care; 10% coinsurance for all other places	20% coinsurance	None
	Diagnostic test (blood work)	No charge at Physician; No charge at Urgent Care; 10% coinsurance for all other places	20% coinsurance	None
	Imaging (CT/PET scans, MRIs)	No charge at Physician; No charge at Urgent Care; 10% coinsurance for all other places	20% coinsurance	None

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Non-Network Provider (You will pay the most)	
If you need drugs to treat your illness or condition More information about **prescription drug coverage** is available at MedMutual.com/SBC	Generic copay - retail Tier 1	$5 (1 - 30 day supply); $10 (31 - 90 day supply)	Does Not Apply	Covers up to a 30-day supply.
	Generic copay - home delivery Tier 1	$10	Does Not Apply	Covers up to a 90-day supply.
	Single source brand copay - retail Tier 2	$20 (1 - 30 day supply); $40 (31 - 90 day supply)	Does Not Apply	Covers up to a 30-day supply.
	Single source brand copay - home delivery Tier 2	$40	Does Not Apply	Covers up to a 90-day supply.
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	Multi source brand copay - home delivery Tier 2	$40	Does Not Apply	Covers up to a 90-day supply.
	Specialty drugs	Applicable drug tier copay applies or the max of any available manufacturer-funded copay assistance.	Does Not Apply	Covers up to a 30 day supply. Certain specialty drugs are considered non-essential health benefits and therefore do not apply to the out-of-pocket maximum. They will also be subject to higher cost-share.
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	10% coinsurance	20% coinsurance	None
	Physician/surgeon fees (Outpatient)	No charge at Physician; No charge at Urgent Care; 10% coinsurance for all other places	20% coinsurance	None
If you need immediate medical attention	Emergency room care	$100 copay/visit		None
	Emergency medical transportation	10% **coinsurance**		None
	Urgent care	$35 copay/visit	20% coinsurance	None
If you have a hospital stay	Facility fee (e.g., hospital room)	10% coinsurance	20% coinsurance	None
	Physician/ surgeon fee (inpatient)	10% coinsurance	20% coinsurance	None

[For more information about limitations and exceptions, see the plan or policy document at MedMutual.com/SBC.]

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		Network Provider (You will pay the least)	Non-Network Provider (You will pay the most)	
If you need mental health, behavioral health, or substance abuse services	Outpatient services	Benefits paid based on corresponding medical benefits		None
	Inpatient services	Benefits paid based on corresponding medical benefits		None
If you are pregnant	Office visits	No charge	20% coinsurance	Cost sharing does not apply to certain preventive services. Depending on the type of services, copay, coinsurance or deductible may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery professional services	10% coinsurance	20% coinsurance	None
	Childbirth/delivery facility services	10% coinsurance	20% coinsurance	None

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		Network Provider (You will pay the least)	Non-Network Provider (You will pay the most)	
If you need help recovering or have other special health needs	Home health care	10% coinsurance	20% coinsurance	None
	Rehabilitation services (Physical Therapy)	No charge at Physician; No charge at Urgent Care; 10% coinsurance for all other places	20% coinsurance	None
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	Skilled nursing care	10% coinsurance	20% coinsurance	None
	Durable medical equipment	No charge at Physician; No charge at Urgent Care; 10% coinsurance for all other places	20% coinsurance	None
	Hospice services	10% coinsurance	20% coinsurance	None
If your child needs dental or eye care	Children's eye exam	No charge		None
	Children's glasses	Not Covered		Excluded Service
	Children's dental check-up	Not Covered		Excluded Service

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Acupuncture
- Children's dental check-up
- Children's glasses
- Cosmetic Surgery
- Dental Care (Adult)
- Hearing Aids
- Infertility Treatment
- Long-Term Care
- Non-emergency care when traveling outside the U.S.
- Routine Eye Care (Adult)
- Routine Foot Care
- Weight Loss Programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Bariatric Surgery
- Chiropractic Care
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About these Coverage Examples:

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Peg is Having a Baby
(9 months of in-network pre-natal care and a hospital delivery)

The plan's overall deductible	$750
Specialist copay	$20
Hospital (facility) coinsurance	10%
Other coinsurance	10%

This EXAMPLE event includes services like:
Specialist office visits (*prenatal care*)
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests (*ultrasounds and blood work*)
Specialist visit (*anesthesia*)

Total Example Cost	**$12,700**

In this example, Peg would pay:

Cost Sharing	
Deductibles	$750
Copayments	$0
Coinsurance	$1,000
What isn't covered	
Limits or exclusions	$60
The total Peg would pay is	**$1,810**

Managing Joe's Type 2 Diabetes
(a year of routine in-network care of a well-controlled condition)

The plan's overall deductible	$750
Specialist copay	$20
Hospital (facility) coinsurance	10%
Other coinsurance	10%

This EXAMPLE event includes services like:
Primary care physician office visits (*including disease education*)
Diagnostic tests (*blood work*)
Prescription drugs
Durable medical equipment (*glucose meter*)

Total Example Cost	**$5,600**

In this example, Joe would pay:

Cost Sharing	
Deductibles	$0
Copayments	$400
Coinsurance	$0
What isn't covered	
Limits or exclusions	$20
The total Joe would pay is	**$420**

Mia's Simple Fracture
(in-network emergency room visit and follow up care)

The plan's overall deductible	$750
Specialist copay	$20
Hospital (facility) coinsurance	10%
Other coinsurance	10%

This EXAMPLE event includes services like:
Emergency room care (*including medical supplies*)
Diagnostic test (*x-ray*)
Durable medical equipment (*crutches*)
Rehabilitation services (*physical therapy*)

Total Example Cost	**$2,800**

In this example, Mia would pay:

Cost Sharing	
Deductibles	$750
Copayments	$100
Coinsurance	$20
What isn't covered	
Limits or exclusions	$0
The total Mia would pay is	**$870**

Note: These numbers assume the patient does not participate in the plan's wellness program. If you participate in the plan's wellness program, you may be able to reduce your costs. For more information about the wellness program, please contact: 800-540-2583.

The plan would be responsible for the other costs of these EXAMPLE covered services.

Multi-Language Interpreter Services & Nondiscrimination Notice



This document notifies individuals of how to seek assistance if they speak a language other than English.

Spanish

ATENCIÓN: Si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-800-382-5729 (TTY: 711).

Chinese

注意:如果您使用繁體中文,您可以免費獲得語言援助服務。請致電 1-800-382-5729 (TTY: 711)。

German

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: 1-800-382-5729 (TTY: 711).

Arabic

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Pennsylvania Dutch

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Russian

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French

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Vietnamese

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Navajo

Díí baa akó nínízin: Díí saad bee yáníłti' go Dine Bizaad, saad bee áká'ánída'áwo'dęę', t'áá jiik'eh, éí ná hóló, kojį' hódíílnih 1-800-382-5729 (TTY: 711).

Oromo

XIYYEEFFANNAA: Afaan dubbattu Oroomiffa, tajaajila gargaarsa afaanii, kanfaltiidhaan ala, ni argama. Bilbilaa 1-800-382-5729 (TTY: 711).

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Japanese

注意事項:日本語を話される場合、無料の言語支援をご利用いただけます。1-800-382-5729 (TTY: 711) まで、お電話にてご連絡ください。

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Ukrainian

УВАГА! Якщо ви розмовляєте українською мовою, ви можете звернутися до безкоштовної служби мовної підтримки. Телефонуйте за номером 1-800-382-5729 (телетайп: 711).

Romanian

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Tagalog

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If you need these services or if you believe Medical Mutual failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability or sex, with respect to your health care benefits or services, you can submit a written complaint to the person listed below. Please include as much detail as possible in your written complaint to allow us to effectively research and respond.

Civil Rights Coordinator
Medical Mutual of Ohio
2060 East Ninth Street
Cleveland, OH 44115-1355
MZ: 01-10-1900
Email: CivilRightsCoordinator@MedMutual.com

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights.

- Electronically through the Office for Civil Rights Complaint Portal available at:
  ocrportal.hhs.gov/ocr/portal/lobby.jsf
- By mail at:
  U.S. Department of Health and Human Services
  200 Independence Avenue, SW Room 509F
  HHH Building
  Washington, DC 20201-0004
- By phone at:
  (800) 368-1019 (TDD: (800) 537-7697)
- Complaint forms are available at:
  hhs.gov/ocr/office/file/index.html

Products underwritten by Medical Mutual may not be available in all states. Medical Mutual is a Medical Benefit Insurance Association of Ohio and Consumers Life Insurance Company.

Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services
MORGAN LOCAL SCHOOLS : Plan 1

Coverage Period: 01/01/2023- 12/31/2023
Coverage for: Single or Family | **Plan Type:** PPO

The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately.

This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call 800-540-2583. For general definitions of common terms, such as **allowed amount**, **balance billing**, **coinsurance**, **copayment**, **deductible**, **provider**, or other underlined terms see the Glossary. You can view the Glossary at MedMutual.com/SBC or call 800-540-2583 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	**$500**/single,**$1,000**/family Network **$1,000**/single,**$2,000**/family Non-Network	Generally, you must pay all of the costs from providers up to the **deductible** amount before this **plan** begins to pay. If you have other family members on the **plan**, each family member must meet their own individual **deductible** until the total amount of **deductible** expenses paid by all family members meets the overall family **deductible.**
Are there services covered before you meet your deductible?	**Yes. Certain preventive care and all services with copayments are covered and paid by the plan before you meet your deductible.**	This **plan** covers some items and services even if you haven't yet met the **deductible** amount. But a **copayment** or **coinsurance** may apply. For example, this **plan** covers certain **preventive services** without **cost-sharing** and before you meet your **deductible**. See a list of covered **preventive services** at https://www.healthcare.gov/coverage/preventive-care-benefits/.
Are there other deductibles for specific services?	No	You don't have to meet **deductibles** for specific services.
What is the out-of-pocket limit for this plan?	**Coinsurance Limit:** **$750**/single,**$1,500**/family Network **$1,500**/single,**$3,000**/family Non-Network **Out-of-pocket Limit:** **$9,100**/single,**$18,200**/family Network **$2,500**/single,**$5,000**/family Non-Network	The **out-of-pocket limit** is the most you could pay in a year for covered services. If you have other family members in this **plan**, they have to meet their own **out-of-pocket limits** until the overall family **out-of-pocket limit** has been met.
What is not included in the out-of-pocket limit?	Certain **specialty drugs**, **premiums**, balance-billed charges and health care this **plan** doesn't cover.	Even though you pay these expenses, they don't count toward the **out-of-pocket limit.**

Will you pay less if you use a network provider?	Yes, See MedMutual.com/SBC or call 800-540-2583 for a list of participating providers.	This **plan** uses a **provider network**. You will pay less if you use a **provider** in the **plan's network**. You will pay the most if you use an **out-of-network provider**, and you might receive a bill from a **provider** for the difference between the **provider's** charge and what your **plan** pays (**balance billing**). Be aware your **network provider** might use an **out-of-network provider** for some services (such as lab work). Check with your **provider** before you get services.
Do you need a referral to see a specialist?	No	You can see the **specialist** you choose without a **referral.**



All **coinsurance** costs shown in this chart are after your **deductible** has been met, if a **deductible** applies. Services with **copayments** are covered before you meet your **deductible**, unless otherwise specified.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Non-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	$20 copay/visit	20% coinsurance	None
	Specialist visit	$20 copay/visit	20% coinsurance	None
	Preventive care/ screening/ immunization	No charge		You may have to pay for services that aren't preventive. Ask your provider if the services you need are preventive. Then check what your plan will pay for.
If you have a test	Diagnostic test (x-ray)	No charge at Physician; No charge at Urgent Care; 10% coinsurance for all other places	20% coinsurance	None
	Diagnostic test (blood work)	No charge at Physician; No charge at Urgent Care; 10% coinsurance for all other places	20% coinsurance	None
	Imaging (CT/PET scans, MRIs)	No charge at Physician; No charge at Urgent Care; 10% coinsurance for all other places	20% coinsurance	None

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Non-Network Provider (You will pay the most)	
If you need drugs to treat your illness or condition More information about **prescription drug coverage** is available at MedMutual.com/SBC	Generic copay - retail Tier 1	$5 (1 - 30 day supply); $10 (31 - 90 day supply)	Does Not Apply	Covers up to a 30-day supply.
	Generic copay - home delivery Tier 1	$10	Does Not Apply	Covers up to a 90-day supply.
	Single source brand copay - retail Tier 2	$20 (1 - 30 day supply); $40 (31 - 90 day supply)	Does Not Apply	Covers up to a 30-day supply.
	Single source brand copay - home delivery Tier 2	$40	Does Not Apply	Covers up to a 90-day supply.
	Multi source brand copay - retail Tier 2	$20 (1 - 30 day supply); $40 (31 - 90 day supply)	Does Not Apply	Covers up to a 30-day supply.
	Multi source brand copay - home delivery Tier 2	$40	Does Not Apply	Covers up to a 90-day supply.
	Specialty drugs	Applicable drug tier copay applies or the max of any available manufacturer-funded copay assistance.	Does Not Apply	Covers up to a 30 day supply. Certain specialty drugs are considered non-essential health benefits and therefore do not apply to the out-of-pocket maximum. They will also be subject to higher cost-share.
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	10% coinsurance	20% coinsurance	None
	Physician/surgeon fees (Outpatient)	No charge at Physician; No charge at Urgent Care; 10% coinsurance for all other places	20% coinsurance	None
If you need immediate medical attention	Emergency room care	$100 copay/visit		None
	Emergency medical transportation	10% **coinsurance**		None
	Urgent care	$35 copay/visit	20% coinsurance	None
If you have a hospital stay	Facility fee (e.g., hospital room)	10% coinsurance	20% coinsurance	None
	Physician/ surgeon fee (inpatient)	10% coinsurance	20% coinsurance	None

[For more information about limitations and exceptions, see the plan or policy document at MedMutual.com/SBC.]

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Non-Network Provider (You will pay the most)	
If you need mental health, behavioral health, or substance abuse services	Outpatient services	Benefits paid based on corresponding medical benefits		None
	Inpatient services	Benefits paid based on corresponding medical benefits		None
If you are pregnant	Office visits	No charge	20% coinsurance	Cost sharing does not apply to certain preventive services. Depending on the type of services, copay, coinsurance or deductible may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery professional services	10% coinsurance	20% coinsurance	None
	Childbirth/delivery facility services	10% coinsurance	20% coinsurance	None

[For more information about limitations and exceptions, see the plan or policy document at MedMutual.com/SBC.]

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Non-Network Provider (You will pay the most)	
If you need help recovering or have other special health needs	Home health care	10% coinsurance	20% coinsurance	None
	Rehabilitation services (Physical Therapy)	No charge at Physician; No charge at Urgent Care; 10% coinsurance for all other places	20% coinsurance	None
	Habilitation services (Occupational Therapy)	No charge at Physician; No charge at Urgent Care; 10% coinsurance for all other places	20% coinsurance	None
	Habilitation services (Speech Therapy)	No charge at Physician; No charge at Urgent Care; 10% coinsurance for all other places	20% coinsurance	None
	Skilled nursing care	10% coinsurance	20% coinsurance	None
	Durable medical equipment	No charge at Physician; No charge at Urgent Care; 10% coinsurance for all other places	20% coinsurance	None
	Hospice services	10% coinsurance	20% coinsurance	None
If your child needs dental or eye care	Children's eye exam	No charge		None
	Children's glasses	Not Covered		Excluded Service
	Children's dental check-up	Not Covered		Excluded Service

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Acupuncture
- Children's dental check-up
- Children's glasses
- Cosmetic Surgery
- Dental Care (Adult)
- Hearing Aids
- Infertility Treatment
- Long-Term Care
- Non-emergency care when traveling outside the U.S.
- Routine Eye Care (Adult)
- Routine Foot Care
- Weight Loss Programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Bariatric Surgery
- Chiropractic Care
- Private-Duty Nursing

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends.The contact information for those agencies is: the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 877-267-2323 x61565 or cciio.cms.gov. Other coverage options may be available to you, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit HealthCare.gov or call 800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact your plan at 800-540-2583.

Does this plan provide Minimum Essential Coverage? Yes.

Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

Does this plan meet Minimum Value Standards? Yes.

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

----------*To see examples of how this plan might cover costs for sample medical situations, see the next section*----------

The coverage example numbers assume that the patient does not use an HRA or FSA. If you participate in an HRA or FSA and use it to pay for out-of-pocket expenses, then your costs may be lower.

[For more information about limitations and exceptions, see the plan or policy document at MedMutual.com/SBC.]

About these Coverage Examples:

This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby
(9 months of in-network pre-natal care and a hospital delivery)

The plan's overall deductible	$500
Specialist copay	$20
Hospital (facility) coinsurance	10%
Other coinsurance	10%

This EXAMPLE event includes services like:
Specialist office visits (*prenatal care*)
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests (*ultrasounds and blood work*)
Specialist visit (*anesthesia*)

Total Example Cost	**$12,700**

In this example, Peg would pay:

Cost Sharing	
Deductibles	$500
Copayments	$0
Coinsurance	$750
What isn't covered	
Limits or exclusions	$60
The total Peg would pay is	**$1,310**

Managing Joe's Type 2 Diabetes
(a year of routine in-network care of a well-controlled condition)

The plan's overall deductible	$500
Specialist copay	$20
Hospital (facility) coinsurance	10%
Other coinsurance	10%

This EXAMPLE event includes services like:
Primary care physician office visits (*including disease education*)
Diagnostic tests (*blood work*)
Prescription drugs
Durable medical equipment (*glucose meter*)

Total Example Cost	**$5,600**

In this example, Joe would pay:

Cost Sharing	
Deductibles	$0
Copayments	$400
Coinsurance	$0
What isn't covered	
Limits or exclusions	$20
The total Joe would pay is	**$420**

Mia's Simple Fracture
(in-network emergency room visit and follow up care)

The plan's overall deductible	$500
Specialist copay	$20
Hospital (facility) coinsurance	10%
Other coinsurance	10%

This EXAMPLE event includes services like:
Emergency room care (*including medical supplies*)
Diagnostic test (*x-ray*)
Durable medical equipment (*crutches*)
Rehabilitation services (*physical therapy*)

Total Example Cost	**$2,800**

In this example, Mia would pay:

Cost Sharing	
Deductibles	$500
Copayments	$100
Coinsurance	$40
What isn't covered	
Limits or exclusions	$0
The total Mia would pay is	**$640**

Note: These numbers assume the patient does not participate in the plan's wellness program. If you participate in the plan's wellness program, you may be able to reduce your costs. For more information about the wellness program, please contact: 800-540-2583.

The plan would be responsible for the other costs of these EXAMPLE covered services.

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AANDACHT: Als u nederlands spreekt, kunt u gratis gebruikmaken van de taalkundige diensten. Bel 1-800-382-5729 (TTY: 711).

Ukrainian

УВАГА! Якщо ви розмовляєте українською мовою, ви можете звернутися до безкоштовної служби мовної підтримки. Телефонуйте за номером 1-800-382-5729 (телетайп: 711).

Romanian

ATENȚIE: Dacă vorbiți limba română, vă stau la dispoziție servicii de asistență lingvistică, gratuit. Sunați la 1-800-382-5729 (TTY: 711).

Tagalog

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Medical Mutual of Ohio
2060 East Ninth Street
Cleveland, OH 44115-1355
MZ: 01-10-1900

Email: CivilRightsCoordinator@MedMutual.com

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights.

- Electronically through the Office for Civil Rights Complaint Portal available at:
  ocrportal.hhs.gov/ocr/portal/lobby.jsf
- By mail at:
  U.S. Department of Health and Human Services
  200 Independence Avenue, SW Room 509F
  HHH Building
  Washington, DC 20201-0004
- By phone at:
  (800) 368-1019 (TDD: (800) 537-7697)
- Complaint forms are available at:
  hhs.gov/ocr/office/file/index.html

Products underwritten by Medical Mutual may be underwritten by one of its subsidiaries, such as Hanover Insurance Company in Ohio or Commonwealth Insurance Company.

APPENDIX D
Dental insurance summary of benefits

DENTAL SCHEDULE OF BENEFITS

Benefit Period	Calendar year
Benefit Period Deductible	$25 single / $75 family
Maximum Benefit Payable per Covered Person per Benefit Period	$750
Dependent Age Limit	The end of the month of the 26th birthday

It is important that you understand how the Claims Administrator, Medical Mutual, calculates your responsibilities under this coverage. Please consult the "HOW CLAIMS ARE PAID" section for necessary information.

Type of Service	**Maximums and Limitations**
Initial and Periodic Oral Evaluations	Two evaluations per Benefit Period
Full mouth / Panoramic x-rays	One within a 36 month period
Prophylaxis	Two per Benefit Period
Topical Fluoride Applications	One per Benefit Period
Dental Sealants[1]	For Eligible Dependent children under age 14
Space Maintainers	For Eligible Dependent children under age 19
Inlays	Once every five years per tooth
Onlays	Once every five years per tooth
Crowns	Once every five years per tooth
Fixed Partial Dentures (Bridges)	Once every five years per unit
Dentures (Complete and Partial)	Once every five years Relining and rebasing is covered if done no less than six months after initial placement but not more than once in any 36 month period. One replacement of a temporary denture if a permanent denture is installed within 12 months of the installment of the temporary denture.

[1] Dental sealants are limited to eligible teeth free from decay or restorations on the occlusal surface.

DENTAL PAYMENT SCHEDULE	
Type of Service	**You Pay the Following**
Routine Preventive Services • initial and periodic oral evaluations • prophylaxis • bitewing x-rays • space maintainers • topical fluoride applications • emergency palliative treatments • dental sealants[1] • full mouth x-rays/panoramic x-rays • diagnostic x-rays	0% of the Traditional Amount No Deductible is required for these services.
Essential Services • full mouth x-rays/panoramic x-rays • diagnostic x-rays	0% of the Traditional Amount No Deductible is required for these services.
Essential Services • consultations/other evaluations • fillings • endodontic services • periodontal services • impactions • extractions • repairs, relines & adjustments of prosthetics • general anesthesia • IV sedation • minor oral surgery • drug injections • biopsies	20% of the Traditional Amount
Complex Services • inlays • onlays • crowns • fixed partial dentures (bridges) • dentures (complete & partial)	50% of the Traditional Amount
Orthodontic Services	40% of the Traditional Amount

ORTHODONTIC SERVICES	
Maximum benefit payable per Covered Person	$1,000 per lifetime
Eligibility	Available for all Covered Persons, regardless of age.
Deductible	No Deductible is required for Orthodontic services.

BENEFIT VERIFICATION

Required for any Course of Treatment exceeding $200 or involving major restorations.

APPENDIX E
Vision insurance summary of benefits

Your VSP Vision Benefits



Welcome to VSP® Vision Care. We'll help keep you and your eyes healthy through personalized care from a doctor you can trust.

Your eyes say a lot about you and can even tell your VSP doctor about you. During your WellVision® Exam, your VSP doctor will look for vision problems and signs of health conditions too.

Getting started is a breeze.

- **Find the right VSP doctor for you.** You'll find plenty to choose from at **vsp.com** or by calling **800.877.7195.**
- **Already have a VSP doctor?** Make an appointment today and tell them you're a VSP member.
- **Check out your coverage and savings.** Visit **vsp.com** to see your benefits anytime and check out how much you saved with VSP after your appointment.

That's it! We'll handle the rest – no ID card necessary or claim forms to complete.

Keep your eyes healthy and your vision clear. Make your appointment today!

Morgan Local School District and VSP provide you an affordable eyecare plan.

Your Coverage from a VSP Doctor

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

Prescription Glasses

Lenses ..... ***every 12 months***

- *Single vision, lined bifocal, lined trifocal lenses and tints*
- *Polycarbonate lenses for dependent children*

Frame ..... ***every 12 months***

- *$ 115.00 allowance for frame of your choice*
- *20% off the amount over your allowance*

~OR~

Contact Lens Care

- **No copay** ..... ***every 12 months***

$105.00 allowance for contacts and the contact lens exam (fitting and evaluation). This additional exam ensures proper fit of contacts.

Current soft contact lens wearers may qualify for a special program that includes a contact lens evaluation and initial supply of replacement lenses.

Extra Discounts and Savings

Glasses and Sunglasses

- *Average 30% savings on lens options like progressives and scratch-resistant and anti-reflective coatings*
- *20% off additional glasses and sunglasses, including lens options**

Contacts*

- *15% off cost of contact lens exam (fitting and evaluation)*

Laser Vision Correction

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

** Available from any VSP doctor within 12 months of your last eye exam*

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.

Contact VSP **vsp.com** **800.877.7195**

VSP Vision care for life

5/08