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AGREEMENT

BETWEEN

THE MAD RIVER LOCAL SCHOOLS

BOARD OF EDUCATION

AND

THE MAD RIVER EDUCATION ASSOCIATION

EFFECTIVE July 1, 2025

THROUGH June 30, 2027

An Equal Opportunity Employer

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THE OHIO EDUCATION ASSOCIATE OASU STAFF UNION
ASSOCIATION

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ARTICLE 1.00 – PREAMBLE

1.01 The Mad River Local Board of Education, hereinafter referred to as the "Board", and the Mad River Education Association, hereinafter referred to as the "Association", affiliated with the Ohio Education Association and the National Education Association, do hereby agree that the welfare of the children in the Mad River Local Schools is paramount in the operation of the schools and will be promoted by both parties. The parties, therefore, enter into this Agreement as hereinafter set forth, based on their respective obligations and liabilities.

1.02 BOARD RIGHTS

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

1.03 RECOGNITION

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

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

ARTICLE 2.00 – ASSOCIATION AND TEACHER RIGHTS

2.01 Teachers shall have the right to organize, join and assist the Association and to participate in professional negotiations with the Board through representatives of their own choosing. Teachers shall have the right to refrain from any or all of such activities.

2.02 ASSOCIATION RIGHTS: The Association shall have the following rights:

A. Use of a school bulletin board in the teachers' lounge or preparation areas, school mail and email within legal bounds, and teachers' mailboxes.

B. Use of the school buildings in accordance with regulations established by the Board.

C. Making brief announcements at general and other faculty meetings.

D. Appointment of MREA members to serve on any committees established as a result of negotiations and included in this Agreement.

E. One (1) copy of a Board meeting agenda at the same time as it is sent to the administrative staff.

2.03 The Association President shall be furnished, on request, all regularly and routinely prepared information concerning the financial condition of the school, including annual financial statement, and adopted budget. The Board and the Administration will grant reasonable requests for any other readily available and pertinent information which may be relevant to negotiations. Nothing herein shall require the Central Administrative Staff to research and assemble information.

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

The Labor Management Committee will be authorized to make housekeeping contract changes during the contract term as long as the changes do not affect compensation, benefits or working conditions.

2.05 A copy of the Board Policy Book shall be placed in the Reserve Section in the library of each building in the District and a copy of the same shall be given to the Association President. When changes are made in this policy, copies of the change/s shall be given to the Association President and added to the copies in each library.

2.06 ASSOCIATION LEAVE

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

ARTICLE 3.00 – NEW TEACHER RIGHTS

3.01 Each new teacher shall receive, with her/her contract of employment, a copy of the current Agreement between the Board and the MREA. The cost of the reproduction of the above Agreement shall be shared equally by the MREA and the Board.

3.02 A new teacher shall receive an orientation to the Mad River School District. This orientation will not exceed three (3) days unless the Superintendent determines additional time is needed.

3.03 Each teacher new to the district will be afforded a mentor to assist him/her in the new assignment during the new teacher's first school year. Mentors will not be required to participate in the new teacher orientation if said orientation is on non-contractual days.

ARTICLE 4.00 – JOB SECURITY/DISCIPLINARY ACTIONS

4.01 JOB SECURITY

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

B. Contracts issued to teachers shall specify the following information:

1. Type of contract (limited or continuing)

2. School year

3. The name of the employee

4. The base pay

5. Statement of salary classification

a. Schedule category

b. Years of Experience

6. Contract conditions

a. To maintain the certificates/licenses held at the time of the execution of this Contract, or any renewal thereof. The parties agree that this applies only to new hires on or after June 1, 1988, and to any staff member who voluntarily transfers into an extended service contract area on or after June 1, 1988. This does not apply to renewals of limited contracts or issuance of continuing contracts to other employees under contract prior to June 1, 1988, nor to such employees under contract prior to June 1, 1988. Additionally, this may be waived on an individual basis at the discretion of the Superintendent.

b. To perform, in accordance with the customs and policies in the Mad River Local School District, such regular teaching duties as the Superintendent may assign or direct. Extra-curricular compensation positions are excluded for such assignments. Such assignments are subject to change in accordance with school policy.

c. To perform such duties, in addition to regular teaching duties, in accordance with the customs and policies in the Mad River Local School District, as the Superintendent may assign and direct. Extra-curricular compensation positions are excluded for such assignments. Such assignments are subject to change in accordance with school policy.

d. To abide by and conform to the rules and regulations and policies of the Mad River Local School District.

e. To refrain from conduct unbecoming to the teaching profession.

C. The Administration agrees to provide teachers with a written notice of their tentative building assignment and grade level/class subject(s) assignment on or before the close of the school year with the expressed understanding that assignments may be revised. Teachers shall be advised as soon as possible when changes become necessary.

D. **Contract Year:** Teachers shall have a contract year of no more one hundred seventy-two (172) work days, unless extended by supplemental contract.

E. **Calamity Days:** When weather or other unexpected events cause the closing of school for students, teachers may be required to report. If instructional days must be made up, teachers will be paid at their normal per diem rate for all days worked in excess of the normal one hundred seventy-two (172) work year. The first made up day beyond five (5) calamity days would occur on President's Day or on Professional Development day, whichever would occur first. Any other make-up

days would occur at the end of the school year. Labor Management Committee will conduct a yearly review for possible changes for the following year.

F. **Contract Work Day:** Teachers shall have a contracted work day of seven and three fourths (7.75) hours. Each work day shall include one (1) duty-free lunch period of no less than thirty (30) minutes.

G. **Early Release for Record Keeping:** A district-wide early student release will occur at the end of each grading period for record keeping purposes as follows:

First (1st), Second (2nd), Third (3rd) and Fourth (4th) Quarter	Two (2) hours early release

H. Limited teaching contracts shall be acted upon by the Board no later than June 1, with notices of non-renewal served to the affected teachers by that date. If the Board fails to take such timely action, or to serve such timely notice, the teacher shall be deemed re-employed under a limited contract for one year.

I. The decision of the Superintendent to not recommend re-employment of a limited contract teacher and/or the decision of the Board to not re-employ shall not be subject to appeal under the grievance procedure of this Agreement except that a claim of untimely notice of such non-reemployment shall be grievable. If the Board fails to comply with the provisions of Article 11 – TEACHER EVALUATION, the teacher shall be deemed re-employed under a limited contract for one (1) year.

J. The decision of the Board to terminate a teacher's contract shall be subject to appeal under the grievance procedure with the burden of proof being on the Board to show good and just cause for the decision(s).

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

4.02 DISCIPLINARY ACTIONS

A. Discipline shall be applied in a progressive and corrective manner, except in circumstances wherein the teacher is found guilty of misconduct, or the teacher's presence represents a clear and present danger to students, employees, or the public.

B. The Superintendent, or the employees designee, shall have the right to reprimand, suspend with or without pay, and otherwise discipline a teacher for good and just cause. The Superintendent may suspend (with or without pay) for up to the remainder of a school year and recommend to the Board that a probationary teacher not be re-employed.

C. A bargaining unit member has the right to Association representation on any matter for which discipline could be administered or which could lead to disciplinary action. It is understood that the employer may limit this right in the event immediate action is necessary to protect persons and/or property.

D. Prior to the imposition of discipline more severe than a written reprimand, the affected teacher shall have the right to an informal hearing before the appropriate administrator.

E. Terminations and suspensions shall be subject to appeal on the basis of good and just cause via the grievance procedure herein. In arbitration of matters involving discipline, the Board has the burden of proof, and the arbitrator is expressly given the authority to modify (either by increasing or decreasing) a discipline which is subject to the grievance procedure. The parties agree that in the event a grievance involving discipline is submitted to arbitration, the procedure for adjustment of such grievance is fair and complete and constitutes the sole and exclusive method for the adjustment of the grievance.

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

ARTICLE 5.00 – PAYROLL PROCEDURES

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

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

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

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

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

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

5.06 In accordance with Section 3599.031 of the Revised Code, the Treasurer of the Mad River Board of Education shall deduct from the wages and salaries of teachers such amounts for political organizations and parties and for non-partisan issues as the teacher, by written authorization, may demand and shall transmit any amount so deducted as the authorization shall direct. Any such authorization shall be on a form which is separate from any form used to apply for or authorize membership in or authorize payment of dues or fees to any organization.

5.07 In accordance with Rule 4101:9-4-07 of the Ohio Administrative Rules, the Treasurer of the Mad River Board of Education shall deduct from the wages and salaries of teachers such amounts for regular membership dues for unified membership in MREA/OEA/NEA, by written authorization, and shall transmit any amount so deducted to the MREA on the 15th and last day of the month during the dues collection period (October – July). Any such authorization shall be on a form which authorizes membership in and payment of dues organization. MREA will submit a list of duly authorized members to the Treasurer by October 1.

Deduction of Mad River Education Association (MREA) dues will be on a ***semi-monthly*** basis beginning with the ***October 15th*** payroll of each year and such deductions shall continue through each succeeding pay prior to August 1. Such deductions shall be equal.

Resignation from the MREA/OEA/NEA may only occur during the MREA membership enrollment period of September 1 – September 30.

ARTICLE 6.00 – SCHOOL CALENDAR

6.01 The calendar for the school year shall be established two (2) years in advance by a committee composed of one (1) Board member, one (1) central office administrator, one (1) secondary and one (1) elementary administrator, the MREA President (or designee), one (1) teacher from each level (high school, middle school 5/6, middle school 7/8 and elementary school) and representatives of the classified employees. MREA will select teacher representation.

6.02 The function of the committee, adopting a calendar to be recommended to the Board, shall be carried out by a vote of committee members. Data will be collected from each building through the MREA building representative and communicated to the calendar committee for development of the calendar. Minutes from the meeting will be shared with teachers within twenty-four (24) hours of the meeting via district email. The results of this action shall be communicated to the Board by the end of April preceding the school year in question. The Board may adopt or reject the committee's calendar recommendation. If rejected, the Board may then adopt a calendar of its choice. Board Action on the calendar shall take place and be communicated to the staff by the end of May preceding the school year in question.

6.03 Should a change become necessary in an established calendar, the matter of changes shall be referred to the calendar committee. The calendar committee shall, thereafter, using the procedure outlined above, forward its recommendations to the Board, which may adopt or reject the recommendations. If rejected, the Board may then adopt a calendar of its choice.

ARTICLE 7.00 – VACANCIES, TRANSFERS, AND REASSIGNMENTS

7.01 Transfers and reassignments shall be made in accordance with the needs of the school.

7.02 DEFINITIONS:

A. **Transfer** – a transfer shall be defined as a change from one (1) building to another within the school district.

B. **Reassignment** – a reassignment shall be defined as a change of subject or grade level taught.

C. **Vacancy** – a vacancy is an open position which may result from a transfer, reassignment, resignation, retirement, non-renewal, or the creation of a new position.

7.03 Vacancies occurring in the District (other than those occurring between July 31 and September 15 of each year) shall not be filled, except on a temporary basis, until the vacancy has been posted for at least five (5) working days.

7.04 Vacancies in the certificated staff shall be advertised internally as they occur.

7.05 Summer School vacancies shall be posted after May 15 or as soon thereafter as the needs are known.

7.06 Adult Education vacancies shall be posted as soon after the opening of school as the needs are known.

7.07 When a full-time position is declared vacant by the Director of Human Resources, certificated/licensed tutors holding appropriate certification/licensure will be given first consideration for the position, but the Board may employ whomever it deems the best of all candidates for the position.

7.08 When a supplemental contract position is declared vacant by the Director of Human Resources, consideration for filling supplemental contract positions shall be made in the following order:

A. Qualified certificated/licensed applicants in the District.

B. Any other qualified applicant.

7.09 TRANSFERS AND REASSIGNMENTS

A. The Director of Human Resources shall conduct a continuous study of needs and shall make recommendations to the Superintendent pertaining to any transfer of an employee. A copy of the staffing projections for the next school year shall be provided to the Association President by May 1 of each school year. Any teacher who is to be transferred shall be consulted prior to transfer, when feasible. Upon request, a teacher who has been informed of the employees transfer shall be granted a conference with the Superintendent, or the employees designee, in order to discuss the reasons for the transfer.

7.10 Should transfers become necessary due to shifting enrollments, persons having the least District-wide seniority at that building being affected shall be considered first, unless there are volunteers. Should re-assignments become necessary due to shifting enrollments, persons having the least District-wide seniority at that building and level being affected shall be considered moved first, unless there are volunteers.

7.11 A teacher may also request a transfer from one (1) school to another or from one (1) assignment to another by addressing such request in writing to the Director of Human Resources.

7.12 Any teacher wishing to be considered for a change in assignment should notify the Director of Human Resources in writing no later than June 1 of the school year preceding the year in which the transfer would take place.

7.13 Teachers wishing to be considered for summer school vacancies which may occur after school is out should notify the Director of Human Resources.

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

ARTICLE 8.00 – SCHOOL PROCEDURES

8.01 FACULTY ADVISORY COMMITTEE: Each Principal and designated MREA building representative shall establish, maintain, and serve as co-chairs of a Faculty Advisory Committee (FAC) prior to October 1 of each year.

A. The function of the FAC is to make recommendations for improvements in building policies and procedures. Concerns that require further attention may be forwarded to the Labor Management Committee (LMC) if the building is not able to come up with reasonable solutions utilizing a problem-solving process.

B. FAC will be composed of a building administrator, a MREA building representative, MREA teaching staff members, and, if the building has a representative on the district LMC, employee will be part of this committee.

C. Regular monthly meetings will be established and only cancelled if mutually agreed upon by the co-chairs.

D. A MREA building representative will be selected by MREA to be the co-chair. The co-chair is responsible for working with the building principal to create an agenda five (5) days in advance of the meeting.

E. A MREA teaching staff member will be selected to record minutes for each meeting. Minutes from the meeting will be distributed within twenty-four (24) hours of the meeting.

F. Minutes for each meeting will be sent to the Superintendent, the MREA President, and the staff.

G. Once said committee is formed, procedure for agendas and operations will be established jointly through the co-chairs.

8.02 Each principal will provide the staff with the building's written procedures and policies at the beginning of the school year.

8.03 A teacher may leave the school building during the employees lunch break after giving notice to school office of the employees departure. A teacher may leave the building at other times during the school day with the approval of the Principal or the designated person (in the absence of the Principal) when employee has no assigned duties, and an emergency situation does not exist. The teacher is responsible for returning to the next scheduled assignment.

8.04 Teachers shall attend all faculty meetings called by the Administration as a part of their normal duties. Faculty meetings shall meet the following criteria:

A. Said meetings shall pertain to official school business, and when possible, an attempt should be made to meet during the normal working day. Excused absences may be granted by the Principal.

B. One (1) day advance notice be given.

C. A prepared agenda shall be given to the teachers at the time of notification.

D. Emergencies arising will understandably not require that criteria B and C above be followed in announcing a faculty meeting.

ARTICLE 9.00 – INSTRUCTIONAL LOAD

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

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

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

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

1. Pre-K-4 – the individual buildings will decide how coverage will be determined based on teacher feedback. This will be done through the FAC problem-solving in conjunction with administration.

2. Title teachers, Intervention Specialists, and special teachers (music, art, physical education) will not be assigned to cover a classroom unless mutually agreed upon between the teacher and the building principal.

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

1. PreK-4 – each teacher involved with accepting students into their classrooms shall be paid a pro-rata share of per day based on six (6) times the 5-12 hourly rate as calculated in B2 below. This pro-rata share will increase yearly by the percent of increase on the base salary schedule (Article 32.04). Refer to the Article 32.04 – Hourly Rate Schedule for current index.

   - $172.20 per day for –2025-2026
   - $177.36 per day for –2026-2027

2. 5-12 – The class coverage rate per class period is seventy-five percent (75%) of the 32.02 hourly rate. Beginning with 2017-2018 the hourly rate will increase yearly by the percent of increase on the base salary schedule (Article 32.01). Refer to Article 32.04 – Hourly Rate Schedule for current index.

   - $28.70 per class period –2025-2026
   - $29.56 per class period –2026-2027

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

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

9.06 CLASS SIZE

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

B. If there is a belief an imbalance or overload in either an individual class size or in the total teacher load of one hundred eighty (180) students per day, exclusive of an advisory or voluntary elective class, the teacher(s) or the Association shall refer the problem, in writing, to the building principal and an Association representative. The building principal will confer with the teacher(s) and an Association

representative in an effort to resolve the problem. If the conference with the building principal and Association representative fails to resolve the problem, the teacher(s) shall refer the problem, in writing, to the Association President and the Superintendent. If no resolution occurs, the Superintendent and Association President will then address the problem through the Labor/Management Council.

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

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

9.07 WRITING OF INDIVIDUAL EDUCATION PLANS

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

9.08 JOINT PLANNING

A. All regular education and special education teachers involved in collaborative/co-teaching of special education students may request the equivalent of one (1) day of release time a quarter for planning. This planning time may be release time during the school day or may be used outside the school day for supplemental pay at the hourly curriculum rate or a combination of released/paid time.

B. A special education teacher or other teacher who is serving or who is scheduling to serve special education students may make a request to the building principal for professional leave for the purpose of developing and improving skills providing services to special education students.

9.09 ELEMENTARY MEETINGS

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

ARTICLE 10.00 –PROFESSIONAL DEVELOPMENT

10.01 PROFESSIONAL DEVELOPMENT

A. A jointly established professional development committee will be developed with representation from each grade level band, specials, special education, curriculum support, career tech, and building/district level administration. MREA will select teacher representation.

B. Committee responsibilities include, but are not limited to, the following:

- Develop and communicate a shared definition of professional development
- Determine professional development needs
- Communicate a plan to address professional development needs which include district priorities
- Develop surveys regarding professional development

C. When a teacher is required to attend professional development away from the district, proof of attendance is required. When a teacher is required to attend a professional development program during the summer months and/or non-contractual days, a daily stipend or hourly amount will be paid to compensate for the employees time. Article 32.04 rate applies to professional development that is:

*less than four (4) hours – Article 32.04 hourly rate
*between four (4) hours and 7.75 hours – Article 32.04 daily stipend.

Refer to Article 32.04 – hourly/Daily Stipend Rate for current index rates.

ARTICLE 11.00 – TEACHER EVALUATION

11.01 The teacher evaluation committee shall be established jointly and composed of three (3) central office administrators, one (1) secondary and one (1) elementary administrator, the MREA President (or designee), representation from each level – high school (2), middle school 5/6 (1), middle school 7/8 (1), elementary school (2) and preschool (1). MREA will select teacher representation.

11.02 The function of the committee is to collaborate on a jointly developed Teacher Evaluation Document outlining the process and procedures for teacher evaluation for all certificated/licensed staff members. The Teacher Evaluation Document shall be incorporated into this agreement and may be amended by the agreement of the Teacher Evaluation Committee. If the changes to the Teacher Evaluation Document affects wages, hours, terms and conditions of employment, the changes will require a Memorandum of Understanding.

11.03 Teacher Evaluation. The evaluation of professional growth and teaching performance shall be used in order to maintain and improve the quality of instruction and provide documentation for action on the contract status of teachers. All evaluations will be carried out on a uniform basis within the District and the procedures of the evaluation shall be reviewed by the teacher and the evaluator and shall be signed by both. Said signature of the teacher does not indicate agreement, but merely that employee has received a copy of the evaluation.

11.04 Evaluation Frequency

- A teacher rated Accomplished on the teacher's most recent evaluation will be fully evaluated once every three years and will have a less frequent evaluation the other two years.
- A teacher rated Skilled on the teacher's most recent evaluation will be fully evaluated once every two years and will have a less frequent evaluation the other year.
- A teacher rated Developing will be fully evaluated annually.
- A teacher rated Ineffective will be fully evaluated annually.

11.05 Limited Contracts – All teachers employed under a limited contract will be subject to one (1) summative evaluation consisting of at least two (2) observations. Teachers being considered for non-renewal must have at least three (3) observations for summative evaluation.

11.06 This evaluation process supplants Ohio Revised Code 3319.111 and 3319-112 to the extent allowed by law.

ARTICLE 12.00 – ATTENDANCE PROFILE

12.01 An attendance profile will be completed for given employees about concerns the administration has toward the given employee's attendance:

12.02 For minor concerns, a profile will be developed and given to the employee.

12.03 For major concerns, a profile will be developed and a conference with the employee will be held.

12.04 If an attendance profile is not issued to an employee for a given year, it shall be understood that the given teacher's attendance for that year was acceptable.

12.05 The building administrator will confer with such employee during the last month of the school year.

12.06 A copy of the profile will be placed in the employee's personnel file.

12.07 The employee may attach a statement to the profile.

12.08 Evaluation of attendance shall be separate from evaluation of instructional practices, and will not be applicable to the provisions of 3319.111 and 3319.112 O.R.C.

ARTICLE 13.00 – PROTECTION OF TEACHERS

13.01 The administration recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline. It is the responsibility of the teacher to provide a classroom learning situation which provides an atmosphere for learning to take place. When it becomes apparent that a breakdown in discipline is caused by a particular pupil who is disruptive in nature, it is the duty of the teacher(s) and the principal to find a reasonable solution to the problem.

13.02 The rules and regulations governing discipline and procedures for student control shall be reviewed periodically by the faculty council of each building. Written building procedures regarding discipline shall be presented to each teacher at the beginning of each school year.

13.03 Physical Assault of a Teacher:

A. **Absence**: A teacher who must be absent due to physical disability resulting from an unprovoked assault on such teacher, which occurs in the course of Board employment, on school grounds, during school hours, or where they are required to be in attendance at school sponsored function, shall be eligible for assault leave. Full pay status (days not charged to sick leave) under assault leave may be granted up to a maximum of thirty (30) days, beginning with the first day of said leave.

Eligibility shall be determined by the Superintendent and will be based on a signed statement on the appropriate form, which shall include, but not be limited to, the following:

1. Nature of the injury.

2. Date and time of the occurrence.

3. Identification of the individual or individuals causing the assault, if known.

4. Facts and circumstances surrounding the assault.

5. A certificate from a licensed physician describing the nature of the injury.

6. A statement indicating a willingness to participate and cooperate with the Board if the Board decides to pursue legal action against the assaulter.

B. A teacher who has been physically assaulted shall make an immediate oral report to the principal or the employees designee if physically possible. The teacher shall make a written report to the principal before leaving school that day or as soon as physically possible. The report shall contain all relevant facts and include the names of teachers, students, and/or other persons who were witnesses to the assault.

C. If the principal deems it necessary, the principal or the employees designee shall notify the police. In any case, the teacher, acting in a personal capacity, may notify the police if employee judges such notification to be warranted.

D. The principal and/or the employees designee shall conduct a thorough investigation of the case. A report of the disposition will be filed with the Superintendent. Except for such information as may be privileged by law, a copy of the report will be furnished to the affected teacher.

E. In the event of a school-related assault on a teacher, the Board attorney shall inform the teacher of the employees legal rights. In addition, if litigation becomes a possibility, the Board will have an official representative made available to cooperate with the teacher and the teacher's counsel toward the protection of said teacher's rights.

F. If court action results, and a teacher is required to be a witness in such action, that teacher shall be permitted sufficient time off without loss of pay to act as a witness in the court of action.

13.04 Resolving Complaints: The professional staff and the Board of Education recognize the necessity of open, free, two-way communication. The solicitation of individual complaints by teachers, administrators, or individual Board Members can close those channels of

communication. The following steps or procedures shall insure that all complaints and concerns will first be heard at the level most likely to offer a rapid and proper solution.

A. A complaint received by an individual Board member directed toward members of the teaching staff shall be referred to the Superintendent.

B. The Superintendent shall inform the building principal where the teacher is assigned of the complaint.

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

D. If a teacher attends a conference with a principal, or supervisor, or parent that becomes abusive in nature, the teacher, principal or supervisor may leave immediately.

E. If a principal or supervisor schedules a conference with a teacher that will result in a written reprimand directed to the personnel file, the teacher may choose to be accompanied by a representative of the MREA.

F. Should the Administration receive any complaint concerning a member of the bargaining unit from any source, the teacher shall be notified without delay (unless legally prohibited).

1. In no event shall such notice be delayed for investigatory reasons.

2. For purposes of compliance, information that an outside agency is pursuing an investigation of an employee, shall not constitute a "complaint", if no investigation or action likely to affect employment is taken by the Board or Administration as a result of the information.

ARTICLE 14.00 – GRIEVANCE PROCEDURE

14.01 DEFINITIONS

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

14.02 A grievant shall mean the MREA, a person or group alleging that some violation, misinterpretation, or misapplication of the negotiated agreement or regulations has actually occurred. A group grievance may be filed by the MREA if one (1) or more members have been affected by substantially similar circumstances. A group grievance shall be instituted at whatever level an administrator has the authority to resolve the grievance.

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

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

14.05 INFORMAL PROCEDURE – STEP I

The grievant shall discuss the grievance or complaints with the person who is directly concerned with the grievance in a face-to-face meeting within ten (10) working days of the event or condition upon which the alleged grievance is based or with reasonable diligence should have been known to exist by the grievant. In no event, however, may a grievance be initiated more than thirty (30) days following the date of the occurrence from which the grievance arose.

14.06 FORMAL PROCEDURE – STEP II

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

14.07 STEP III

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

14.08 STEP IV – ARBITRATION

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

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

B. The Board and the MREA shall equally share the fees and expenses of the arbitrator and any expenses incidental to the arbitration proceedings. Each, however, shall be responsible for any additional expense incurred, including fees and expenses of its representatives.

C. The arbitrator will have authority to hold hearings to confer with any parties deemed advisable in seeking to affect a decision to the Board and the MREA.

D. Neither party will be permitted to assert in any arbitration proceeding any ground or to rely on any evidence not previously fully disclosed to the other party.

E. Unless contrary to law, the decision of the arbitrator shall be final and binding upon the Board, the Association, and any professional staff member involved in the matter.

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

14.09 The grievant/s, the Board and/or the representative of either shall not be denied the right to advice, counsel, and/or representation in any step listed above. The MREA President shall be notified of any and all grievance hearings for non-members and may be present at those hearings.

14.10 A grievance may be withdrawn at any step without prejudice or record.

14.11 All records dealing with the processing of grievances shall be filed separately from the personnel files of the participant and shall be considered private documents unavailable to the public.

14.12 If the teacher does not abide by the time limits set forth, employee forfeits the employees right to continue to the next step of the grievance procedure.

14.13 If the administrator does not abide by the time limits set forth, the teacher filing the grievance may proceed to the next step.

14.14 There will be no reprisals taken against any participant in the grievance procedure due to such participation.

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

14.16 No grievance shall be submitted to arbitration without the consent of the MREA.

14.17 The Grievance Report Form shall be incorporated into the Agreement as Addendum A.

ARTICLE 15.00 – PERSONNEL FILE

15.01 All certificated/licensed personnel shall file with the Superintendent or Director of Human Resources the following information:

A. A completed application for the Mar River School System.

B. All official transcript(s) of college credits showing the official record of the degree(s) granted.

C. A valid teaching certificate/license for the area in which employee will be teaching.

D. A record of previous teaching experience and/or military service.

E. Records of attendance at in-service training programs, participation in committees and/or other services performed by the teacher in school or community-related functions. The teacher and evaluator shall mutually establish this record as part of the teacher's evaluation form.

F. Updated information must be filed by September 15 of each school year.

15.02 The following items must be on file with the Superintendent or Director of Human Resources:

A. A copy of latest contract properly signed.

B. A copy of the teacher summative evaluation form which must have been completed by the building principal or the employees designee by May 1 of the year the teacher is to be evaluated.

15.03 Any member of the certificated/licensed staff may, upon request, review the contents of the employees personnel file in the presence of the Superintendent or Director of Human Resources. Said member of the certificated/licensed staff may, at the employees request, have one (1) other person of the employees choosing at such review. The date and time the review shall be mutually agreed upon by the Superintendent or Director of Human Resources.

15.04 Individual personnel files containing information of a personal nature shall, as a matter of common courtesy, be considered confidential information.

15.05 Any member of the professional certificated/licensed staff shall be notified of the intent to place in the employees personnel file any material which may be considered critical of the employees conduct, service, character or personality and shall be provided the opportunity to read any such material prior to its being placed in the employees personnel file. This material will be handled in the following manner:

A. It must be signed (handwritten) and dated by the supervisor writing the statement.

B. The teacher concerned will receive a copy before it is placed in the employees file (marked "teacher's copy").

C. Immediately upon receipt, the teacher shall acknowledge that employee has received the material by dating and signing (handwritten) the copy to be filed.

D. The signature will mean that the teacher has read the statement. It does not mean that the teacher agrees or disagrees with the written statement.

E. The teacher may write a short statement on the material to be filed and in all cases shall have the opportunity to reply to such material in a written statement to be attached to the copy. If a grievance is filed, the material would be removed from the file and held by the Superintendent until the grievance is settled.

F. Material will be removed from the teacher's file and returned to the teacher when the teacher's claim that it is inaccurate or unfair is sustained by the grievance procedure.

G. The statement to be filed and the copy to the teacher will be marked "personnel file".

H. If an employee has completed three (3) years of satisfactory performance, documented by current evaluations, (more than one), following the placement of material in the employees personnel file critical of the employees competence, character or manner, the teacher may request that the employees file be reviewed. Said material will then be removed from the file if both parties agree that the material is no longer relevant to the teacher's current performance.

J. The personnel file in the Central Office will be the only official file on the teacher and any material placed in this file shall not be used against the teacher if such placement is delayed by twelve (12) months or more from the date of origin of the material.

ARTICLE 16.00 – REDUCTION IN TEACHING STAFF

16.01 When in the judgement of the Board, it becomes necessary to reduce the teaching staff because of decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, or by reason of suspension of school or territorial changes affecting the District, grade or curricular reorganization, or for financial reasons, such reduction will be made by non-renewal or suspension of contracts in accordance with the following procedure.

16.02 If the Board effects staff reduction by suspending teachers' contracts, such contract suspensions shall comply with section 3319.17 of the Ohio Revised Code.

A. Staff reductions shall first be made through attrition (resignations and retirements) within the teaching field to be reduced.

B. To the extent that further staff reductions are required, the Board shall suspend contracts based on the recommendation of the Superintendent, which recommendation will be in accordance with the requirements of Section 3319.17 of the Ohio Revised Code.

C. The Superintendent's recommendation shall not take seniority into consideration except when the teachers' evaluations are comparable.

D. The Superintendent's recommendation for reductions in teaching staff shall first apply to teachers on limited contracts and then to teachers on continuing contracts within the teaching field to be reduced.

E. When the reduction in force calls for elimination of teachers with continuing contracts, reductions in force shall be determined by the final summative rating as reflected in the most recent teacher evaluations. The Superintendent's recommendation shall not take seniority in to consideration except where the teachers' evaluations are comparable.

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

A. Non-renewal of contracts shall occur to limited contract teachers by certificated area after giving consideration to teacher evaluations and the needs of the District with respect to extra-curricular, curricular and coaching assignments.

B. Certificated areas must be on record in the teacher's personnel file by March 1 of any school year.

16.04 DISPLACEMENT RIGHTS

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

16.05 It is understood that voluntary transfer requests may be considered, and involuntary transfers affected, in order to assign teachers whose contracts have been non-renewed or suspended so as to meet the staffing needs of the District.

16.06 SENIORITY

A. Seniority as used in this Article shall include:

1. One hundred twenty (120) days or more in a paid status in any school year.

2. All time spent on military leave of service.

B. Seniority shall be lost when a teacher resigns or leaves the employ of the Board due to non-renewal purposes other than reduction-in-force reasons, exhaustion of recall rights, or termination of contract.

C. Seniority for purposes of this Article shall be recalculated:

1. By subtracting time during a leave of absence, except for FMLA if the duration of the leave of absence does not result in the teacher being in a paid status one hundred twenty (120) days or more in any school year.

2. Time spent by a teacher during suspension of contract or non-renewal contract, or reductions-in-force will not be counted toward seniority if the teacher is reinstated.

3. An employee who is reinstated will not be considered a "new hire" for purposes of Medicare. An employee who is reinstated may opt to have the employees time spent on recall treated as if on a "Leave of Absence" for retirement purposes and purchase additional years of service by paying the cost of such purchase (including all amounts which would otherwise be an obligation of the Board).

D. Where seniority among two (2) or more affected teachers is equal, preference shall be given in priority as follows:

1. Total number of years of teaching experience in Mad River.

2. Date of employment as determined by Board minutes.

3. Date the employee signed their individual employment contract with the Board.

4. Amount of training in subject areas of field, i.e., the number of college credits beyond the Bachelor's Degree.

5. Additional ties in seniority shall be broken by lot, with the Association Representative and the affected employees in attendance.

16.07 RECALL RIGHTS

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

A. Recall rights shall be limited to the thirty-six (36) months period commencing on the day following the employee's last day of work.

B. Teachers whose contracts were non-renewed or suspended shall be recalled to a vacancy in the inverse order of non-renewal or suspension as positions become available in their area(s) of certification/licensure at the time of recall; provided however, that certificated tutors whose contracts were non-renewed or suspended shall be recalled only to certificated tutor vacancies, and then in the inverse order of non-renewal or suspension as such positions become available in their area(s) of certification/licensure at the time of recall. Teachers must notify the District of any changes in their area(s) of certification/licensure. Seniority will not be the basis for the decision except where the teachers' evaluations are comparable, as determined by the Superintendent.

C. A teacher notified of recall to a position may turn down the first offered position, allowing the Superintendent to offer said position to the next person on the recall list who is qualified to fill said position. The person making the turndown would retain the employees position on the recall list. If a teacher refuses recall to another position, said teacher's name shall be removed from the recall list; except no teacher shall be removed from the recall list for refusing a lesser position (time or pay) than the one from which employee was reduced.

D. Teachers on recall status shall have the responsibility for keeping the Director of Human Resources informed of their current address, name change, and telephone number. Notification of recall shall be by certified mail at the teacher's last known address. Failure to contact the Director of Human Resources to accept such recall within ten (10) calendar days of the date of such mailing shall remove the teacher from recall status.

E. Employees, who during recall receive additional training or additional areas of certification/licensure, shall provide documentation of such to the Board, who shall upgrade the employee's status on the Recall List. No new employees shall be hired to fill a vacancy until employees on the Recall List have been asked to fill the vacancy.

F. In the event of a long-term leave of absence during the school year, the Board shall ask the employees on the Recall List, who are qualified, if they would work as a substitute in that position, subject to the procedures of 16.07 D.

16.08 NOTICE OF CONTRACT SUSPENSION

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

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

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

ARTICLE 17.00 – HEALTH LEAVE

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

17.02 Upon request by the Administration and at the Board's expense, a teacher shall present him/herself to a physician, who is paid by the Board, for a physical or mental examination. The Administration may request such examination in conjunction with leaves under Article 17.00 and 21.00 of this contract and/or Section 3319.13 of the Ohio Revised Code. The employee may choose the physician to conduct such independent examination from any included in the "network" for the insurance plan described in Article 33.00; provided however, that the employee may not choose a physician who has previously seen the employee as a patient or who is a member of a medical group that has seen the employee as a patient. If the opinion of the employee's physician and the opinion of the Board-paid physician differ, then the Administration may require a third opinion, again at the Board's expense, from a third physician mutually agreed upon by the first two (2) physicians. The third opinion shall be final and binding.

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

ARTICLE 18.00 – APPEARANCE IN COURT

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

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

18.03 Any employee subpoenaed as a witness in a court action where neither they nor the Association are parties to suit against the Board shall be paid the difference between the court payment and the employees regular salary. An employee also shall be paid when subpoenaed as a witness or is a party to a suit involving an alleged assault covered in Article 13.00, Protection of Teachers.

18.04 Employees subpoenaed by the Association as witnesses in court actions or arbitrations to a maximum of three (3) employees per court or arbitration action will be paid the difference between court payment and their regular salary. All subpoenaed employees exceeding three (3) employees per court or arbitration action will be paid their regular salary provided that the Association provides the Board with the regular cost of a substitute teacher.

ARTICLE 19.00 – PROFESSIONAL LEAVE MEETINGS

19.01 Teachers are encouraged to attend professional leave meetings related to their teaching responsibility and may be reimbursed for expenses incurred while attending such meetings. All applications to attend said meetings are subject to the approval of the Superintendent. Said applications must be in the Superintendent's Office no later than one (1) week prior to the meeting.

19.02 Teachers authorized by the Superintendent to attend professional leave meetings shall receive full payment of salary and shall not be deducted days of accumulated sick leave.

19.03 If necessary and available, substitutes will be provided and paid for by the Board.

19.04 Members of the teaching staff may be given approval for attendance at professional leave meetings provided they meet the following requirements:

A. The meetings will improve the classroom instruction.

B. The meetings will benefit the students at Mad River.

19.05 The following reimbursement for attendance at a professional meeting shall be the guide, limited by the totals below:

A. Cost of food and incidentals, including travel days (not to exceed $50.00 per day).

B. Air fare (coach) or mileage rate equal to the IRS basic rate allowance not to exceed cost of air fare.

C. Cost of land transportation to and from airport. (Taxi, bus, etc.)

D. Single hotel accommodations.

E. Registration fee for meeting or convention.

ARTICLE 20.00 – MILITARY LEAVE

20.01 In accordance with the provisions of Section 3319.14, Revised Code of Ohio, military leave of absence will be granted to any regular teacher who is drafted or recalled to active duty with any branch of the armed services of the United States.

20.02 Said teacher shall be returned to the same position that employee held at the time said leave salary commenced, if available, if not, to an equivalent position and given full credit on the schedule for such service.

20.01 Voluntary re-enlistment immediately terminates military leave.

ARTICLE 21.00 – LEAVE OF ABSENCE WITHOUT PAY

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

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

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

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

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

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

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

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

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

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

21.03 A teacher who has an approved adoption will be granted the same rights as under FMLA. A teacher may request paid sick leave from the Superintendent. However, such decision to grant or deny paid sick leave shall not be grievable under this Agreement.

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

A. **Political Leave**: A teacher has the right to become a candidate for public office and to serve in the elective office unless this is prohibited by law.

B. **National and State Offices**: A teacher elected to a national or state office of a bona fide professional organization.

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

D. **Professional Leave**: For professional study designed to improve or broaden the employees skills so as to become a better teacher.

E. Travel for self-improvement through travel abroad.

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

ARTICLE 22.00 – ACCUMULATION OF SICK LEAVE

22.01 All full-time teachers shall be entitled to one and one-fourth (1-1/4) days of sick leave per calendar month of completed service, unless on leave of absence, or a total of fifteen (15) days per year. Unused sick leave may be accumulated up to the following number of days:

three hundred fifty-eight (358) days

22.02 Teachers employed in the State of Ohio for the first time shall be advanced five (5) days of sick leave. If any of the five (5) days of sick leave are used, they shall be deducted from the total sick leave which may be accumulated during the first four (4) months of service.

22.03 Any teacher having used all available sick leave, at the beginning of each school year shall be advanced five (5) days of sick leave. If any of the five (5) days of sick leave are used, they shall be deducted from the total sick leave which may be accumulated during the first four (4) months of service.

ARTICLE 23.00 – SICK LEAVE POLICY

23.01 Teachers who have accumulated sick leave are entitled to full salary for absences as specified below:

A. For absence due to personal illness, pregnancy, recovery from childbirth, injury, exposure to contagious disease which could be communicated to other employees or to students, and to illness, injury or death in the teacher's immediate family. The immediate family shall be defined as the teacher's mother, father, siblings, husband, wife, child (including step or foster parent or child) or other permanent resident of the teacher's household.

B. For a death or serious illness of a near relative. A near relative shall be defined as the teacher's mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparent, and grandchild.

C. Five (5) days of sick leave shall be allowed on the occasion of the death or serious illness of a teachers near relative.

D. For death of other relatives. Other relatives shall be defined as teacher's uncle, aunt, nephew, or niece.

E. One (1) day of sick leave will be allowed on the occasion of the death of a teacher's other relative.

23.02 Sick leave application form must be completed for any day or part of a day used. The form must include a signed statement justifying usage of sick leave for one of the reasons stated above.

23.03 Additional sick leave days may be granted on an individual basis with prior approval of the Superintendent.

23.04 All teachers shall be responsible for notifying their building principal, according to the established procedures of each building, when the provisions of the sick leave are to be used. Failure to do so may result in the denial of said benefits.

23.05 Teachers utilizing sick leave for pregnancy and/or recovery from childbirth will notify the principal and Director of Human Resources of her pregnancy between the fifth and sixth month and provide a physician's statement of the approximate due date, her continued ability to perform work during her pregnancy and the approximate date of her ability to return to work following delivery.

23.06 Absences for legitimate reasons not covered by the provisions of this policy may be granted without jeopardy to either position or standing. Appropriate salary reductions will be made in accordance with the terms of the teacher's contract.

23.07 Unauthorized absence or abuse of sick leave benefits may be grounds to disciplinary action to include reprimand, suspension without pay or termination. No payment of salary will be made for unauthorized absences.

23.08 All sick leave used for pregnancy and/or recovery from childbirth shall be counted against the amount of FMLA Leave the employee is entitled to receive under Section 21.02.

ARTICLE 24.00 – TERMINATION OF EMPLOYMENT/TRANSFER & SICK LEAVE

24.01 The previously accumulated and unused or unconverted sick leave of a teacher who has been separated from the public service shall be placed to the employees credit upon the employees reemployment in the public service, provided that such reemployment takes place within ten (10) years of the date on which the teacher was last terminated from public service.

24.02 A teacher who transfers from one (1) Ohio public agency to Mad River School District shall be credited with the unused balance of the employees accumulated sick leave up to the maximum set in Section 22.01, above.

ARTICLE 25.00 – PERSONAL LEAVE

25.01 Three (3) days of personal leave shall be granted to any teacher providing it meets the criteria outlined in 25.03 and 25.04**:**

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

A. Request be made to the building principal in advance unless an emergency exists.

B. Employees must submit the personal leave form via the Employee Kiosk.

C. It does not (in the judgment of the building principal) interfere with the normal operation of the school.

D. A Personal Leave may be taken in either whole days or half days and must be marked in the appropriate space of the personal leave form.

E. It is strongly requested that personal leave for reasons outlined in 25.01A not be taken on the first or last day of a grading period.

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

25.04 Must also meet both of the following criteria:

A. It does not come the day before or the day after a regularly scheduled holiday or vacation. A holiday coming on a Saturday or Sunday shall be considered a regularly scheduled holiday. Exceptions to this Section may be granted on an individual basis with prior approval of the Superintendent who shall consider each request on its individual merit.

B. No more than five (5%) percent of the teaching staff in a building are absent for personal leave at one time unless approved by the building principal.

25.05 At the conclusion of each school year, June 30, unused Personal Leave Days will be paid out at one-fourth (1/4) of the individual teachers per diem rate.

ARTICLE 26.00 – SABBATICAL LEAVE

26.01 Sabbatical leave shall be granted to teachers who have been recommended by the Superintendent and approved by the Board. Such leave shall be for graduate study which will benefit the Mad River School District, the teacher, and the pupils of the system. The above said work must be related to a non-administrative field of education. Teachers may apply for such leave, provided they have completed five (5) consecutive years of service in the Mad River School District. No person shall be eligible for more than one (1) such leave every five (5) years of consecutive service in the Mad River School District. Such subsequent leave shall be given lowest priority. Sabbatical leave may be taken for no more than one (1) contract year. All staff members accepting sabbatical leave must enter into a written agreement with the Board in which they pledge to return to Mad River Public School employment for a period of not less than two (2) years.

26.02 If the employee fails to return to regular service in the Mad River School District at the expiration of the leave, employee shall forfeit any claim for sabbatical salary. This provision shall not apply when, for physical reasons or other circumstances beyond the employees control, the teacher is incapable of further service. In such case, the teacher shall submit to the Superintendent written statements from two (2) licensed physicians.

26.03 Upon the employees return from leave, a member's salary and fringe benefits will be the same as employee would have received had the employees period of leave been spent in the Mad River Township School System. Upon returning from sabbatical leave, the teacher shall be assigned to the same position held before taking the leave if the position is available. If not, the teacher shall be assigned to a similar position.

26.04 Teachers wishing to apply for leave must submit a written request to the Superintendent on or before the 90th day of the school year preceding the year in which employee would take the leave. The written request must state the person's plan and the program in which employee would be involved while on leave. The Superintendent shall appoint a committee of teachers and administrators to screen the requests and make recommendations to his office. Only two (2) teachers will be permitted to take sabbatical leave during any one (1) semester.

26.05 Remuneration for Sabbatical Leave shall be the difference between the substitute's pay and the teacher's expected salary, in accordance with Section 3319.131 of the Ohio Revised Code.

ARTICLE 27.00 – UNPAID CHILD CARE LEAVE

27.01 Unpaid Child Care Leave

A teacher requesting unpaid child care leave, including parental leave, adoption leave, or foster leave must give written notice to the Director of Human Resources of the date the employee intends to commence leave at least two (2) months in advance of the date of the leave will commence or in the case of an adoption or foster care placement as soon as the potential date of adoption or foster care placement.

A. Definitions

1. Parental Leave – Leave following the employee's birth of a child

2. Adoption Leave – Leave following the adoption of a child

3. Foster Leave – Leave following foster placement of a child

B. Length of Leave, Status During Leave and Upon Return

A teacher requesting an unpaid child care leave, but not requesting maternity leave, must give written notice to the Director of Human Resources of the date employee intends to commence leave at least two (2) months in advance of the date the leave will commence or in the case of an adoption as soon as the potential date of adoption has been determined.

1. **Eight-Week Leave**: If a teacher chooses a leave of eight (8) calendar weeks (inclusive of school vacations) or less and notifies the Director of Human Resources as described above, employee will be entitled to return to the same position employee held prior to the leave.

2. **Leaves of More Than Eight Weeks**: A teacher may choose a leave longer than eight (8) weeks but not longer than eighteen (18) months. Normally, such leave will begin at the beginning of a school year or term. It is imperative that this decision be made and agreed upon as early as possible so that replacement arrangements can be planned.

   a. A leave exceeding eight (8) weeks can end at times other than the beginning of a school year or term, if all the following conditions are met:

      1. The teacher notifies the Director of Human Resources, in writing, of the date employee will be ready to return (this notice can be given either with the notice of leave

commencement Section 27.02A or later, in which case it would represent a change of plans).

2. A vacancy exists either in the same or similar position or in any position for which employee is qualified as judged by the Superintendent and agreement is reached on which positions employee is eligible to fill.

3. If no vacancy exists, employee makes application for available vacancies as they may become available.

4. Reinstatement from this leave will be to the same or similar position held prior to the leave.

C. COORDINATION WITH FMLA

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

D. EXPIRATION OF LEAVE

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

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

27.02 Paid Child Care Leave

A teacher requesting paid child care leave, including parental leave, adoption leave, or foster leave must give written notice to the Director of Human Resources of the date the employee intends to commence leave at least two (2) months in advance of the date the leave will commence or in the case of an adoption or foster care placement as soon as the potential date of adoption or foster care placement has been determined.

A. Definitions

1. Parental Leave – Leave following the employee's birth of a child

2. Adoption Leave – Leave following the adoption of a child

3. Foster Leave – Leave following foster placement of a child

B. Teachers are eligible to use six (6) to eight (8) weeks of sick leave for Parental Leave depending on doctor recommendation.

C. A teacher may request paid sick leave for Adoption Leve

D. A teacher may request paid sick leave for Foster Leave.

ARTICLE 28.00 – RETIREMENT CONVERSION

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

A. Be employed by the Mad River School District at the time of retirement.

B. Have five (5) or more years of service in the Mad River School District and ten (10) or more years of service in the public schools of Ohio.

C. Leave employment in good standing.

D. Have an application for service retirement approved by the State Teachers' Retirement System.

E. The completed application for severance pay shall be filed with the Treasurer no later than ninety (90) calendar days after the last day of employment. Payment shall be paid in one (1) lump sum.

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

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

B. If the teacher has resigned from employment from Mad River Schools for reasons other than retirement.

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

three hundred twenty-eight (328) days, not to exceed a total of eighty-two (82) days of severance pay

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

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

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

ARTICLE 29.00 – NEW TEACHER PLACEMENT ON SALARY SCHEDULE

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

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

1. Effective with the 2000-2001 contract year, all beginning teachers and certified/licensed tutors without previous teaching experience will be placed on Step 1 of the appropriate salary and index schedule for two (2) years.

2. Teaching as a regular teacher for one hundred twenty (120) days or more in any school year in any elementary or secondary public school.

3. Teaching as a regular teacher for one hundred twenty (120) days or more in a school year in a non-public elementary or secondary school chartered by the Ohio Department of Education. Such teacher must have taught under a valid Ohio Department of Education certificate/license.

4. Teaching full time in a fully accredited public college or university for one (1) or more academic years.

5. Teaching full time in a fully accredited private Ohio college or university for one (1) or more academic years.

6. Teaching on an assistantship while working for an advanced degree will be considered if the individual is actively involved in providing instruction in a classroom.

7. Teaching as a substitute in an Ohio public elementary or secondary school district for one hundred twenty (120) days or more in any school year.

B. DEFINITIONS

1. "Fully accredited", as used herein, shall mean accreditation by a nationally recognized regional accrediting association.

2. "Teaching days", as used herein, shall mean teaching or tutoring five (5) hours or more per day.

3. A "year of active military service", as used herein, shall mean eight (8) or more continuous months of service (maximum five (5) years).

29.02 CAREER-TECH TEACHER PLACEMENT ON THE SALARY SCHEDULE (Effective with the 2003-04 contract year)

A. A degreed or non-degreed teacher must have a minimum of five (5) years of full-time work experience in a related field to qualify for the level of bachelor's degree with zero (0) years' experience.

B. Years of experience in the field in excess of five (5) years will be credited on the salary schedule on a two (2) for one (1) basis, (two (2) years of work for one (1) year of credit, rounded to the nearest whole year).

C. There is an eighteen (18) year limit, including prorated work experience for those teachers new to the system.

D. Military credit shall be granted on a one (1) to one (1) basis, up to a maximum of five (5) years.

E. Teachers holding an appropriate career technical certificate/license and a college degree shall be placed on the salary schedule, according to experience (teaching and/or related work) and amount of training (education level).

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

A. Years of work experience as a Registered Nurse, Speech Pathologist in excess of five (5) years will be credited on the salary schedule on a two (2) for one (1) basis, (two (2) years of work for one (1) year of credit rounded to the nearest whole year).

B. There is an eighteen (18) year limit for prorated non-school experience for those nurses and speech pathologists new to the system.

C. Military credit shall be granted on a one (1) to one (1) basis up to a maximum of five (5) years.

D. Nurses, Speech Pathologists holding an appropriate license and a college degree shall be placed on the salary schedule according to experience (teaching and/or related work) and amount of training (education level).

E. ODE Licensed School Therapists will be paid from a separate salary schedule and Step placement will be determined by the district Human Resources Department based on experience up to 10 years (see Licensed School Therapist Salary Schedule 32.05).

ARTICLE 30.00 – EXTRA DUTY PAY SCALE

2025-2026 Base $51.005
2026-2027 Base $52,535

Category 0

7th Grade Camp (for each night of the week)	Per Diem rate for daily in-service
Special Olympics (for each night of week)	Per Diem rate for daily in-service

Category I

2025-2026 Base $51.005

Category I	3%										
0	1	2	3	4	5	6	10	15	20	25	30
1,530	1,607	1,688	1,771	1,860	1,951	2,147	2,361	2,598	2,857	3,143	3,457
1.0000	1.0500	1.1030	1.1575	1.2153	1.2750	1.4030	1.5433	1.6976	1.8674	2.0541	2.2595

2026-2027 Base $52,535

Category I	3%										
0	1	2	3	4	5	6	10	15	20	25	30
1,576	1,655	1,738	1,824	1,915	2,009	2,211	2,432	2,676	2,943	3,237	3,561
1.0000	1.0500	1.1030	1.1575	1.2153	1.2750	1.4030	1.5433	1.6976	1.8674	2.0541	2.2595

HS Business Professionals of America (1)
MS 7/8 Chess Club Advisor (1)
HS Skills USA Advisor (1)
9, 10, 12 Grade Class Advisors (3)
HS DECA Advisor (1)
Lego Robotics Advisor (1)
Elementary General Music/Choir Director (4)
HS Green Team Advisor (1)
Culture Club Advisor
HS Varsity "S" Advisor (1)
Muse Machine Advisor – HS (1), MS 5/6 and 7/8 (1 Each)
Science Club Advisor MS 7/8 (1)
Power of the Pen MS 5/6 (1)
HS Robotics Club Advisor (1 Each)
STEM Advisor 7/8 (1)
HS National Honors Society (1)

Category II

2025-2026 Base $51.005

Category II	4%										
0	1	2	3	4	5	6	10	15	20	25	30
2,040	2,142	2,250	2,362	2,479	2,601	2,862	3,149	3,464	3,810	4,191	4,610
1.0000	1.0500	1.1030	1.1575	1.2153	1.2750	1.4030	1.5433	1.6976	1.8674	2.0541	2.2595

2026-2027 Base $52,535

Category II	4%										
0	1	2	3	4	5	6	10	15	20	25	30
2,101	2,206	2,318	2,432	2,554	2,679	2,948	3,243	3,567	3,924	4,317	4,748
1.0000	1.0500	1.1030	1.1575	1.2153	1.2750	1.4030	1.5433	1.6976	1.8674	2.0541	2.2595

11th Grade Class Advisor (1)
Yearbook Advisor MS 5/6, 7/8 (1 Each)
HS Drama Coach (one major play, one in-school play) (1)
Pep Club Advisor MS 7/8 (1)
Mock Trial Team Advisor HS (1)
HS Winter Guard Advisor (must attend minimum 4 meets) (1)
HS Orchestra Director of Musical (1)
HS Choreographer of Musical (1)
HS Technical Director of Music (1)
MS Lead Teacher 5th Grade Math (1)
MS Lead Teacher 5th Grade Language Arts (1)
5/6 Science Leader Teacher (1)
5/6 ELA Lead Teacher (1)
Esports Advisor (1) HS
Color Guard Advisor (including band camp) (1)
Power of the Pen MS 7/8 (1)
Student Council Advisor MS 5/6, /8 (1)
Cheerleading Advisor MS 7/8 (1)
Honor Club Advisor MS 7/8 (2)
LPDC Members at Large (2)
LPDC Co-Chairpersons plus (2) steps 1st year (2)
HS Pep Band (1)
MRMS Cheer Advisor (2)
MS Lead Teacher 6th Grade Math
5/6 Special Education Lead Teacher (1)
5/6 Math Lead teacher (1)

Category III

2025-2026 Base $51.005

Category III	5%										
0	1	2	3	4	5	6	10	15	20	25	30
2,550	2,678	2,813	2,952	3,099	3,252	3,578	3,936	4,329	4,762	5,239	5,762
1.0000	1.0500	1.1030	1.1575	1.2153	1.2750	1.4030	1.5433	1.6976	1.8674	2.0541	2.2595

2026-2027 Base $52,535

Category III	5%										
0	1	2	3	4	5	6	10	15	20	25	30
2,627	2,758	2,897	3,040	3,192	3,349	3,685	4,054	4,459	4,905	5,396	5,935
1.0000	1.0500	1.1030	1.1575	1.2153	1.2750	1.4030	1.5433	1.6976	1.8674	2.0541	2.2595

MS Choir Director (Grade 5/6 and 7/8) (2)
MS Band Director (Grade 5/6 and 7/8) (2)
HS Speech Coach (1)
STEM Advisor 7/12 (1)
MS Orchestra (Grade 5/6 and 7/8) (2)
HS Academic Team Advisor (1)
HS Cheerleading Advisor (1)
HS Cheer Competition Advisor (1)
LPDC Recorder (1)
Safety Patrol Coordinator (2)
HS Link Crew (3)

Category IV

2025-2026 Base $51.005

Category IV	6%										
0	1	2	3	4	5	6	10	15	20	25	30
3,060	3,213	3,376	3,542	3,719	3,902	4,294	4,723	5,195	5,715	6,286	6,915
1.0000	1.0500	1.1030	1.1575	1.2153	1.2750	1.4030	1.5433	1.6976	1.8674	2.0541	2.2595

2026-2027 Base $52,535

Category IV	6%										
0	1	2	3	4	5	6	10	15	20	25	30
3,152	3,310	3,477	3,649	3,831	4,019	4,422	4,865	5,351	5,886	6,475	7,122
1.0000	1.0500	1.1030	1.1575	1.2153	1.2750	1.4030	1.5433	1.6976	1.8674	2.0541	2.2595

MS 8 Grade Football (2)
MS 8 Grade Boys Basketball (1)
MS 8 Grade Girls Basketball (1)
MS 8 Grade Baseball (1)
MS 8 Grade Softball (1)
MS 7 Grade Girls Basketball (1)
MS 7 Grade Boys Basketball (1)
MS 7 Grade Football (2)
MS 7 Grade Baseball (1)
MS 7 Grade Softball (1)
MS 7/8 Wrestling (2)
MS 7/8 Track (2)
MS 7/8 Volleyball (2)
JVB - Baseball (1)
JVB - Softball (1)
HS Drama Director/Assistant Producer of Musical (1)
MS Soccer CoEd

HS Vocal Director/Producer of Musical (1)
HS ROTC Drill Team/Color Guard (1)
HS Lead Teachers 9/12 - English (1), Business (1), Math (2), Special Services (1) Guidance (1), Science (1), Social Studies (1), Fine/ Practical Arts (1), Career Tech (1), Foreign Language (1)
MS Lead Teachers 7/8 – English (1), Math (1), Science (1), Social Studies (1), Special Services (1)
5/6 Lead Teachers – Math (1), ELA (1), Science (1), Special Education (1)
HS Jr. Varsity Golf (1)
MS 7/8 Boys and Girls Cross Country
Elem/MS Building Tech/Curriculum (1 per building)
HS Jr. Varsity Bowling Coach (1)
HS Student Council Advisor (1)
HS Jr. Varsity Tennis Boys (1)
HS Jr Varsity Tennis Girls (1)

Category V

2025-2026 Base $51.005

Category V	7%										
0	1	2	3	4	5	6	10	15	20	25	30
3,570	3,749	3,938	4,133	4,339	4,552	5,009	5,510	6,061	6,667	7,334	8,067
1.0000	1.0500	1.1030	1.1575	1.2153	1.2750	1.4030	1.5433	1.6976	1.8674	2.0541	2.2595

2026-2027 Base $52,535

Category V	7%										
0	1	2	3	4	5	6	10	15	20	25	30
3,677	3,861	4,056	4,257	4,469	4,689	5,159	5,675	6,243	6,867	7,554	8,309
1.0000	1.0500	1.1030	1.1575	1.2153	1.2750	1.4030	1.5433	1.6976	1.8674	2.0541	2.2595

JVB- Basketball B&G (1 each)
JVB-Volleyball (1)
HS Jr. Varsity Volleyball (1)
HS Jr. Varsity Soccer B & G (1 each)
HS Jr. Varsity Softball (1)
HS Jr. Varsity Baseball (1)
HS Jr. Varsity Swimming (2)
HS Varsity Bowling (1)
HS Assistant Track (4)
HS Varsity Golf (1)
HS Varsity Tennis B & G (1 each)
Assistant Director of Bands (1)
Director of Orchestras 9-12(1)
MS 5/6 Intramurals B & G (1 each)
HS Physical Fitness (2)
HS Jr Varsity Wrestling Coach (1)

Category VI

2025-2026 Base $51.005

Category VI	9%										
0	1	2	3	4	5	6	10	15	20	25	30
4,590	4,820	5,063	5,313	5,579	5,853	6,440	7,084	7,793	8,572	9,429	10,372
1.0000	1.0500	1.1030	1.1575	1.2153	1.2750	1.4030	1.5433	1.6976	1.8674	2.0541	2.2595

2026-2027 Base $52,535

Category VI	9%										
0	1	2	3	4	5	6	10	15	20	25	30
4,728	4,965	5,215	5,473	5,746	6,028	6,634	7,297	8,027	8,829	9,712	10,683
1.0000	1.0500	1.1030	1.1575	1.2153	1.2750	1.4030	1.5433	1.6976	1.8674	2.0541	2.2595

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

Category VII

2025-2026 Base $51.005

Category VII	12%										
0	1	2	3	4	5	6	10	15	20	25	30
6,121	6,427	6,751	7,085	7,438	7,804	8,587	9,446	10,391	11,430	12,573	13,830
1.0000	1.0500	1.1030	1.1575	1.2153	1.2750	1.4030	1.5433	1.6976	1.8674	2.0541	2.2595

2026-2027 Base $52,535

Category VII	12%										
0	1	2	3	4	5	6	10	15	20	25	30
6,304	6,619	6,954	7,297	7,661	8,038	8,845	9,729	10,702	11,772	12,950	14,245
1.0000	1.0500	1.1030	1.1575	1.2153	1.2750	1.4030	1.5433	1.6976	1.8674	2.0541	2.2595

Director of Bands (1)
HS Varsity Wrestling (1)
HS Varsity Wrestling Girls Coach (1)
HS Varsity Track B & G (1 each)
7/8 Athletic Coordinator (1)
HS Building Tech Leader (1)

Category VIII

2025-2026 Base $51.005

Category VIII	15%										
0	1	2	3	4	5	6	10	15	20	25	30
7,651	8,033	8,439	8,856	9,298	9,755	10,734	11,807	12,988	14,287	15,716	17,287
1.0000	1.0500	1.1030	1.1575	1.2153	1.2750	1.4030	1.5433	1.6976	1.8674	2.0541	2.2595

2026-2027 Base $52,535

Category VIII	15%										
0	1	2	3	4	5	6	10	15	20	25	30
7,880	8,274	8,692	9,121	9,577	10,047	11,056	12,162	13,378	14,716	16,187	17,806
1.0000	1.0500	1.1030	1.1575	1.2153	1.2750	1.4030	1.5433	1.6976	1.8674	2.0541	2.2595

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

Category IX

2025-2026 Base $51.005

Category IX	22%										
0	1	2	3	4	5	6	10	15	20	25	30
11,221	11,782	12,377	12,988	13,637	14,307	15,743	17,318	19,049	20,954	23,050	25,355
1.0000	1.0500	1.1030	1.1575	1.2153	1.2750	1.4030	1.5433	1.6976	1.8674	2.0541	2.2595

2026-2027 Base $52,535

Category IX	22%										
0	1	2	3	4	5	6	10	15	20	25	30
11,558	12,136	12,748	13,378	14,046	14,736	16,215	17,837	19,621	21,583	23,741	26,115
1.0000	1.0500	1.1030	1.1575	1.2153	1.2750	1.4030	1.5433	1.6976	1.8674	2.0541	2.2595

Athletic Trainer

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

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

30.03 A coach moving from one (1) position to another in a particular sport will be placed on the lowest level reflecting an increase in salary.

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

ARTICLE 31.00 – CERTIFICATED TUTORS SALARY SCHEDULES

31.01 Certificated Tutors Effective August 1, 2025 for –2025-2026

ARTICLE 31.00 CERTIFICATED TUTORS SALARY SCHEDULE - Effective August 1, 2025

YEARS	BACHELORS	BACHELORS + 150 HOURS	MASTERS	MASTERS 15 GRAD	MASTERS + 30 GRAD HOURS	MASTERS + 60 GRAD HOURS
0	38.26	40.18	42.09	44.00	45.92	47.83
1	39.74	41.65	43.56	45.48	47.39	49.30
2	41.31	43.22	45.13	47.04	48.96	50.87
3	42.97	44.88	46.80	48.71	50.62	52.54
4	44.73	46.65	48.56	50.47	52.39	54.30
5	46.59	48.51	50.42	52.33	54.25	56.16
6	48.55	50.47	52.38	54.29	56.21	58.12
7	50.61	52.52	54.43	56.35	58.26	60.17
8	52.76	54.67	56.59	58.50	60.41	62.33
10	57.36	59.28	61.19	63.10	65.02	66.93
13	********	********	68.87	70.79	72.70	74.61

31.01 Certificated Tutors Effective August 1, 2026 for –2026-2027

ARTICLE 31.00 CERTIFICATED TUTORS SALARY SCHEDULE - Effective August 1, 2026

YEARS	BACHELORS	BACHELORS + 150 HOURS	MASTERS	MASTERS 15 GRAD	MASTERS + 30 GRAD HOURS	MASTERS + 60 GRAD HOURS
0	39.41	41.38	43.35	45.32	47.29	49.26
1	40.93	42.90	44.87	46.84	48.81	50.78
2	42.54	44.52	46.49	48.46	50.43	52.40
3	44.26	46.23	48.20	50.17	52.14	54.11
4	46.08	48.05	50.02	51.99	53.96	55.93
5	47.99	49.96	51.93	53.90	55.87	57.84
6	50.01	51.98	53.95	55.92	57.89	59.86
7	52.13	54.10	56.07	58.04	60.01	61.98
8	54.34	56.31	58.29	60.26	62.23	64.20
10	59.09	61.06	63.03	65.00	66.97	68.94
13	********	********	70.94	72.91	74.88	76.85

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

31.01 Tutors will be placed on the salary schedule in accordance with the following:

A. Degree/hours received from a state accredited college/university.

B. Salary Calculation: The per diem rate of the teacher's salary schedule for the column and step is divided by 7.75 hours to determine the hourly rate for certificated tutors. Tutors will be paid for hours worked.

31.02 If a tutor must travel from work site to work site, they shall receive mileage in accordance with the provision of this contract.

31.03 Certificated tutors employed by the Board shall be evaluated by the Building Principal as provided for in Article 11.00 of the Agreement.

ARTICLE 32.00 – SALARY AND INDEX SCHEDULES

32.01 Salary and Index Schedule for 2025-2026 +3%

Mad River Local Schools
ARTICLE 32.01 - SALARY AND INDEX SCHEDULE 2025-2026

+3%

YEARS	BACHELORS	BACHELORS +150 SEM HOURS	MASTERS	MASTERS +15 GRAD SEM HOURS	MASTERS +30 GRAD SEM HOURS	MASTERS +60 GRAD SEM HOURS
0	**51,005** 1.0000	53,555 1.0500	56,106 1.1000	58,656 1.1500	61,206 1.2000	63,756 1.2500
1	52,969 1.0385	55,519 1.0885	58,069 1.1385	60,620 1.1885	63,170 1.2385	65,720 1.2885
2	55,060 1.0795	57,610 1.1295	60,161 1.1795	62,711 1.2295	65,261 1.2795	67,811 1.3295
3	57,279 1.1230	59,829 1.1730	62,379 1.2230	64,930 1.2730	67,480 1.3230	70,030 1.3730
4	59,630 1.1691	62,180 1.2191	64,731 1.2691	67,281 1.3191	69,831 1.3691	72,381 1.4191
5	62,109 1.2177	64,659 1.2677	67,209 1.3177	69,760 1.3677	72,310 1.4177	74,860 1.4677
6	64,720 1.2689	67,271 1.3189	69,821 1.3689	72,371 1.4189	74,921 1.4689	77,472 1.5189
7	67,459 1.3226	70,010 1.3726	72,560 1.4226	75,110 1.4726	77,660 1.5226	80,211 1.5726
8	70,331 1.3789	72,881 1.4289	75,432 1.4789	77,982 1.5289	80,532 1.5789	83,082 1.6289
9	73,330 1.4377	75,880 1.4877	78,431 1.5377	80,981 1.5877	83,531 1.6377	86,081 1.6877
10	76,467 1.4992	79,017 1.5492	81,567 1.5992	84,118 1.6492	86,668 1.6992	89,218 1.7492
11	79,741 1.5634	82,292 1.6134	84,842 1.6634	87,392 1.7134	89,942 1.7634	92,493 1.8134
12		85,704 1.6803	88,254 1.7303	90,804 1.7803	93,355 1.8303	95,905 1.8803
13			91,809 1.8000	94,360 1.8500	96,910 1.9000	99,460 1.9500
17	81,567 1.5992	87,545 1.7164	93,661 1.8363	96,211 1.8863	98,761 1.9363	101,312 1.9863
20	83,393 1.6350	89,387 1.7525	95,507 1.8725	98,057 1.9225	100,608 1.9725	103,158 2.0225
23	85,520 1.6767	91,559 1.7951	97,690 1.9153	100,240 1.9653	102,791 2.0153	105,341 2.0653
27	87,229 1.7102	93,390 1.8310	99,644 1.9536	102,245 2.0046	104,846 2.0556	107,447 2.1066

32.02 Salary and Index Schedule for 2026-2027 +3%

Mad River Local Schools
ARTICLE 32.01 - SALARY AND INDEX SCHEDULE 2026-2027

+3%

YEARS	BACHELORS	BACHELORS +150 SEM HOURS	MASTERS	MASTERS +15 GRAD SEM HOURS	MASTERS +30 GRAD SEM HOURS	MASTERS +60 GRAD SEM HOURS
0	**52,535** 1.0000	55,162 1.0500	57,789 1.1000	60,416 1.1500	63,042 1.2000	65,669 1.2500
1	54,558 1.0385	57,185 1.0885	59,811 1.1385	62,438 1.1885	65,065 1.2385	67,692 1.2885
2	56,712 1.0795	59,339 1.1295	61,965 1.1795	64,592 1.2295	67,219 1.2795	69,846 1.3295
3	58,997 1.1230	61,624 1.1730	64,251 1.2230	66,877 1.2730	69,504 1.3230	72,131 1.3730
4	61,419 1.1691	64,046 1.2191	66,673 1.2691	69,299 1.3191	71,926 1.3691	74,553 1.4191
5	63,972 1.2177	66,599 1.2677	69,226 1.3177	71,853 1.3677	74,479 1.4177	77,106 1.4677
6	66,662 1.2689	69,289 1.3189	71,916 1.3689	74,542 1.4189	77,169 1.4689	79,796 1.5189
7	69,483 1.3226	72,110 1.3726	74,737 1.4226	77,363 1.4726	79,990 1.5226	82,617 1.5726
8	72,441 1.3789	75,068 1.4289	77,694 1.4789	80,321 1.5289	82,948 1.5789	85,575 1.6289
9	75,530 1.4377	78,157 1.4877	80,784 1.5377	83,410 1.5877	86,037 1.6377	88,664 1.6877
10	78,761 1.4992	81,388 1.5492	84,014 1.5992	86,641 1.6492	89,268 1.6992	91,895 1.7492
11	82,134 1.5634	84,760 1.6134	87,387 1.6634	90,014 1.7134	92,641 1.7634	95,268 1.8134
12		88,275 1.6803	90,902 1.7303	93,529 1.7803	96,155 1.8303	98,782 1.8803
13			94,564 1.8000	97,190 1.8500	99,817 1.9000	102,444 1.9500
17	84,014 1.5992	90,172 1.7164	96,471 1.8363	99,097 1.8863	101,724 1.9363	104,351 1.9863
20	85,895 1.6350	92,068 1.7525	98,372 1.8725	100,999 1.9225	103,626 1.9725	106,253 2.0225
23	88,086 1.6767	94,306 1.7951	100,621 1.9153	103,248 1.9653	105,874 2.0153	108,501 2.0653
27	89,846 1.7102	96,192 1.8310	102,633 1.9536	105,312 2.0046	107,992 2.0556	110,671 2.1066

32.03 Hourly Rate and Salary Schedule

HOURLY RATE –2025-2027

Home Instruction	Base Hourly Rate
Summer School	Base Hourly Rate
Saturday School (HS Wednesday School)	Base Hourly Rate
Teacher Presentation	Base Hourly Rate
After School Detention	Base Hourly Rate
Professional Development/Joint Planning	.75 of Base Hourly Rate
Professional Development/Joint Planning	Base Hourly Rate x 7.75

Base hourly rate is defined as Bachelors Step 0 from Article 32.01 divided by seven and three quarters (7.75) hours per day by one hundred seventy-two (172) days.

32.04 School Therapists Salary Schedule

2025-2026

<u>ODE Registration</u> Social Worker License from Ohio Licensing Board, ODE Registration, BA/MA in Social Work		<u>ODE Pupil Services License</u> Social Worker License from Ohio Licensing Board, MA in Social Work, ODE Pupil Services School Social Worker License	
Steps		Step Factor	
0	42,334	1.000	48,173
1	44,027	1.040	50,100
2	45,788	1.080	52,104
3	47,620	1.120	54,188
4	49,525	1.160	56,356
5	51,506	1.200	58,610
6	53,566	1.240	60,954
7	55,709	1.280	63,392
8	57,937	1.320	65,928
9	60,254	1.360	68,565
10	62,665	1.400	71,308

2026-2027

ODE Registration Social Worker License from Ohio Licensing Board, ODE Registration, BA/MA in Social Work		ODE Pupil Services License Social Worker License from Ohio Licensing Board, MA in Social Work, ODE Pupil Services School Social Worker License	
Steps		Step Factor	
0	43,604	1.000	49,618
1	45,348	1.040	51,603
2	47,162	1.080	53,667
3	49,049	1.120	55,814
4	51,011	1.160	58,046
5	53,051	1.200	60,368
6	55,173	1.240	62,783
7	57,380	1.280	65,294
8	59,675	1.320	67,906
9	62,062	1.360	70,622
10	64,545	1.400	73,447

ARTICLE 33.00 – FRINGE BENEFITS

33.01 Hospitalization/Health Insurance

A. The Board's main hospitalization insurance plan will be the United Healthcare "Plus" (Addendum B).

B. All employees currently on the traditional PPO health insurance plan shall be transitioned to HDHP/HSA effective January 1, 2024.

C. Employees transitioning to HDHP/HSA shall receive 60% of the Board contribution to their HSA in year one, 50% in year two and beyond.

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

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

Medical Insurance

Scheduled Work Hours Per Week	Employee Contribution
30 hours or more	12%
25 to less than 30 hours	27%
18 to less than 25 hours	50%

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

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

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

C. For those employees excepted under A or B above, said employees are eligible to receive coverage by contributing an additional $20.00 per month in addition to the employee contributions set forth above. The Board will grant a waiver of the $20.00 per month for circumstances where mandatory insurance is required under A and B above. The employee must submit written documentation from the

employer/organization identifying the same. An employee accepted under A or B above who loses coverage shall, on the next premium due date, become eligible for the regular Board contribution and/or re-enrollment in the Board plan where applicable, subject only to the restrictions of the Board's insurance carrier.

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

33.05 High Deductible Health Plan (HDHP)

A. Effective January 1, 2024, the Board will offer a High Deductible Health Insurance Plan (HDHP).

B. The deductible for the HDHP will be $5,000 for Family, Employee + Spouse and Employee + Kids plans, and $2,500 for Single plans.

C. Teachers who enroll in the HDHP may establish a Health Savings Account (HSA) and contribute to their HSA through payroll deduction. The Board shall determine and approve any custodian Bank or Credit Union for the HSA.

D. For teachers who enrolled in the HDHP and who established a Health Savings Account (HSA), the Board will annually contribute 50% of the deductible to the teacher's HSA

E. Newly hired teachers will receive 50% of the Board's contribution to the HSA no later than their first day of work. After the initial hiring, the Board contribution to the HSA will be as follows: 50% on the first pay in January of each year and 50% on the first pay in July of each year.

F. The percentages of employer/employee share of health insurance premiums for the HDHP will be the same as 88%/12% Split as the PPO plans.

G. A Health Savings Account (HSA) will be established by each eligible staff member participating in the HDHP. The Board shall determine and approve any custodian Bank or Credit Union for the HSA.

H. Board contributions are earned monthly and received in two payments during the calendar year. Board contributions will be made into the HSA on the 1st pay dates in January and July. HDHP participants are entitled to Board HSA contributions for each month they are covered by the District's HDHP.

I. Any staff member leaving the District's employment prior to July 1st will not receive the second half Board contribution to the HSA. Any staff member who has

served notice of their last date of employment but has not terminated employment as of July 1st will receive a prorated contribution for the second half payment to their HSA based on the number of months, they will be covered by the HDHP from July 1st through December 31st of the calendar year that employment is terminated.

J. A staff member may request from the Treasurer an advance deposit of the Board's second half deposit into their HSA when the employee has or will incur medical and pharmacy expenses that will exceed half of their deductible and have a pending need for additional funds before the next Board contribution date. Advance requests shall be made using the District's HSA Advance request form.

K. Employees enrolled in Medicare, and in certain other instances, may not be eligible for a Health Savings Account according to IRS rules. In such case the BOARD will make available to said employee a Health Reimbursement Account (HRA). The plan will pay for eligible claims up to the amount of the BOARD's normal Health Savings Account (HSA) deductible contribution as defined in Article 33.

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

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

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

Dental Insurance

Scheduled Work Hours Per Week	**Employee Contribution Per Month**
30 hours or more	$ 3.00
25 to less than 30 hours	$11.02
18 to less than 25 hours	$34.98

33.08 **GROUP TERM LIFE INSURANCE**

The Board of Education shall provide a Fifty Thousand Dollar ($50,000) group term life insurance for each teacher.

33.09 **OPTICAL INSURANCE**

The Board will pay 50% (fifty percent) of the cost of an Optical Insurance Program for teachers who choose to enroll in the program.

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

33.11 **TUITION REIMBURSEMENT**

A. Those qualifying for tuition reimbursement:

1. Teachers taking graduate level course work at an accredited university.

2. Career Technical Teachers taking required undergraduate courses for ODE certificate/license.

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

- Forty-five thousand dollars ($45,000)

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

- one thousand two hundred dollars ($1,200) for classes taken in the previous school year (September 1 – August 31).

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

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

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

1. Application for reimbursement must be submitted to the Director of Human Resources by October 15 of the reimbursement year accompanied by an official college transcript indicating successful completion of the course(s) and an itemized original receipt showing payment to the university.

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

33.12 **NATIONAL BOARD CERTIFICATION**

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

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

ARTICLE 34.00 – STRS PICK-UP (SALARY REDUCTION METHOD)

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

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

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

C. Payment for sick leave, personal leave, severance and supplementals, including unemployment and workers' compensation, shall be based on employee's daily gross pay prior to reduction as of the teacher's last day of actual work.

D. Such salary reduction shall not result in a salary which is less than the salary available under the state minimum salary schedule. Should the reduction calculations result in a salary that is less than the state minimum salary schedule, pro-rata reductions shall result with the employee contributing that portion which falls below such state minimum level.

E. It is to be understood by the parties that it is the responsibility of each individual employee to make any necessary adjustments in any other tax-sheltered annuities he has in order to be in compliance with IRS laws and regulations.

F. The Board is not liable, nor will it be held responsible, for any related legal, IRS, STRS, or any other agencies' penalties or decisions concerning this plan, now or in the future.

G. The Association and its members, both severally and individually, agree to indemnify and hold the Board harmless against any and all claims and actions that shall arise out of or by reason of any action taken by the Board in compliance with the provisions of this Article.

ARTICLE 35.00 – JOB SHARE

A. Job Share shall be defined as the duties and responsibilities of one (1) specific teaching assignment being voluntarily shared equally by two (2) teachers for a specific length of time. Job share assignments will be on a daily basis only and not on alternate days.

B. A teacher must have completed five (5) years of service in the district and have favorable evaluations to be eligible for a job share staffing assignment.

C. Job share partnerships will not exceed one (1) school year and must last through one (1) full school year; however, teachers may request, through the application process, renewal of their job share assignment.

D. Job share assignment requests will be considered by the Superintendent. The decision by the Superintendent to grant or deny a request by a teacher for a job share position is final and not grievable. A teacher denied a job share assignment shall, upon request, have a conference with the Superintendent to review the reasons the denial.

E. Job share assignments will be limited to no more than four (4) teams per year on a district wide basis. Job share assignments will be scheduled into open positions only.

F. Currently employed teachers who are seeking to form a possible job share team for the following year must apply in writing to the Superintendent by March 1 of any given year.

G. Job share assignments will not be granted if they result in any additional costs to the district. Teachers requesting and receiving a job share assignment must agree to be covered by their spouse's medical and dental insurance plans while on such job share assignment. If the spouse is not covered by any insurance plan, the teacher must pay fifty percent (50%) of the monthly premium costs for any insurance coverage through the district.

H. Teachers on job share assignments shall be paid their salary according to their placement on the salary schedule, pro-rated to the percentage of the full-time job for which they are contracted and will earn sick leave at the rate of 1.25 half days per month.

I. Upon dissolution of the job share partnership; each job share teacher shall be guaranteed a full-time position in the school from which employee left if a position is available in that school. If a position is not available in the employees previous school, he/she shall be given a full-time position for which employee is certified/licensed within the district. If no full-time position is open, the team will remain intact until such time as a position is available. The teacher with the most district seniority shall have first choice of available positions.

J. Job share participants cannot be required to substitute for another job share participant. If they agree to substitute, they will be reimbursed at the substitute rate as provided in Article 9.03 B.

K. If a job shares partner's absence/resignation results in more than ten (10) consecutive work days, the other job share partner must assume the full-time position at the employees regular rate of pay with full benefits for the duration of the absence/resignation.

ARTICLE 36.00 – RETIREMENT INCENTIVES

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

A. To qualify for the ten thousand dollars ($10,000) incentive bonus, an employee must give written notice to the Director of Human Resources by not later than March 1 of the year employee first becomes eligible for full retirement.

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

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

2. Persons on disability retirement will not be eligible for the bonus.

3. The employee must have completed no less than ten (10) years of service for the Mad River School District by the effective date of retirement.

4. The effective date of retirement must be no earlier than after the last work day of the given school year and must be no later than June 30 of the year the notice was given.

C. An employee who is eligible for retirement, as above, and misses the employees March 1 deadline for notice forfeits the employees right to receive the bonus.

D. The amount of the bonus will not be included in any calculations to determine the employee's salary for retirement purposes.

E. An employee shall forfeit the employees right to the Retirement Incentive if the employees teaching contract is terminated for good and just cause.

F. All eligibility and qualification requirements are subject to verification.

G. The Board shall pay the ten thousand dollars ($10,000) Retirement Incentive into the retiree's account established within the District's 403(b) Accumulated Leave Plan referred to in Article 40.00 within ninety (90) days of the retiree providing verification of retirement.

ARTICLE 37.00 – EMPLOYMENT OF RETIRED TEACHERS

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

The following provisions will apply to the rehire of teachers who have retired from a qualified retirement system and expressly supersede all relevant provisions of the Ohio Revised Code, including but not limited to 3317.13, 3319.08, 3319.11, 3319.111, 3319.112 and Article 4.01 A, H, I of the Agreement between the Board and Association.

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

37.02 Retired teachers will be awarded one (1) year contracts of employment that will automatically expire at the end of the applicable school year without notice of nonrenewal.

37.03 Retired teachers may be re-employed from year to year under the limitations described in 37.02 above with Board approval but shall not be eligible for continuing contract status. If re-employed, retired teachers shall advance one (1) year on the salary schedule.

37.04 Retired teachers will not retain or accrue seniority.

37.05 Retired teachers shall not be eligible for severance pay upon separation from employment.

37.06 Retired teachers shall be eligible to participate in the District's hospitalization, dental and life insurance programs offered to bargaining unit members.

37.07 Prior employment in the District is no guarantee of post-retirement employment or a particular assignment. Retired teachers must apply for each vacancy for which they wish to be considered and compete with other applicants as a part of the selection process.

37.08 Retired teachers shall be entitled to all other contract benefits available to bargaining unit members unless otherwise limited by specific provisions of this Article.

37.09 Retired teachers who are rehired will begin employment with zero (0) days of accumulated sick leave and will accrue and accumulate sick leave in accordance with the provisions of this Agreement.

37.10 A Memorandum of Understanding will be signed by all parties, including Board, Association, and teacher.

37.11 Teachers who have not retired from Mad River Schools will be considered entry year teachers for the purpose of the entry-level mentoring program.

ARTICLE 38.00 – SICK LEAVE BANK

A. PURPOSE

To loan additional sick leave to teachers who experience non-worker's compensation personal accidental injury, surgery, serious illness or complications arising from pregnancy or childbirth and have used all personal sick leave days as well as available sick leave days' advances. These circumstances are of prolonged nature. i.e., ten (10) or more consecutive days of absence.

B. PROVISIONS OF ELIGIBILITY

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

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

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

4. If fifty (50) participants are not enrolled by the initial enrollment deadline of October 1, the bank will not be established for that school year.

C. SICK LEAVE BANK DONATION

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

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

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

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

5. A loan will be considered only after the teacher has used all of the employees accumulated sick leave days, has used all possible advances of sick leave days and is not eligible for disability leave under the Ohio State Teacher Retirement System (STRS).

D. SICK LEAVE BANK BOARD

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

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

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

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

E. LOAN AND RE-PAYMENT PROCEDURES

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

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

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

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

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

6. The receipt of days borrowed from the Sick Leave Bank will have a period of thirty-six (36) months from the month of the initial loan to repay the days borrowed. One third (1/3) of the borrowed days must be repaid each year on the last paycheck of the month of the yearly anniversary of the loan.

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

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

F. POLICY PROCEDURES

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

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

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

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

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

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

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

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

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

ARTICLE 39.00 – SUPPLEMENTAL REVIEW COMMITTEE

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

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

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

ARTICLE 40.00 – SEVERANCE PAY AND RETIREMENT INCENTIVE TAX SHELTER

40.01 The Board will sponsor and implement a Section 403(b) Accumulated Leave Plan which will allow retiring members in the "Covered Group" to tax shelter their severance pay for unused sick leave as per Article 28.00 and the retirement incentive per Article 36.00. The Board shall be responsible for any administrative fees or costs of implementation of the Section 403(b) program.

40.02 Eligible retirees as of May 1, 2006, and after, as members of the "Covered Group" will have their severance pay and retirement incentive deposited into the Section 403(b) Accumulated Leave Plan sponsored by the Board. Amounts due eligible retirees will be paid into the Plan within ninety (90) days of the retiree providing verification of retirement.

40.03 Any amounts of money exceeding the current annual Section 415 limit for the Section 403(b) Plan will have additional monies paid into the Section 403(b) Plan at the maximum contribution level allowed by Section 415 for up to five (5) years beyond retirement until all monies are paid out. Future contributions will be made in July beginning with the calendar year following the year of the initial payment made per Article 40.02.

ARTICLE 41.00 – SCHOOL THERAPISTS

A. ODE Licensed School Therapists will be employed by the school district; however, the district maintains the option to contract out services, as needed, after good faith efforts to employ School Therapists have been exhausted. Administration shall communicate with MREA President if contracting out is needed.

B. School Therapists will be employed on the same calendar and hours as the certified teaching staff (172 days @7.75 hours per day).

C. Newly employed or recalled School Therapists will be placed on a separate Salary Schedule (see Article 32.05)

D. Newly employed or recalled School Therapists may select any of the Board's insurance benefits but the Board's cost will be limited to a single plan.

E. Other than the provisions set forth in this Article, all other terms and conditions of employment contained within this Collection Bargaining Agreement shall remain in effect for School Therapists.

ARTICLE 42.00 – IMPLEMENTATION

42.01 In the event a provision of this Agreement is found contrary to federal or state law, as determined by a court of competent jurisdiction, then such provision shall be null and void. All other provisions of this Agreement which are not found in conflict with any applicable federal or state law shall continue in full force and effect.

42.02 If, during the term of this Agreement, there is an amendment to or new enactment of any federal or state law which invalidates any provision of this Agreement, upon request of either party, the parties will meet within thirty (30) days to negotiate a substitute provision.

42.03 The parties to this Agreement agree that there are no other contractual understandings than those contained herein.

42.04 It is agreed that during the life of this Agreement there shall be no lockout of employees covered under this Agreement by the Board, except as may be permitted by law, nor will the Association or the employees hereunder engage in a strike, work stoppage, slowdown or other interruption of public services, except as may be permitted by law.

42.05 During negotiations for a successor Agreement, either party to this Agreement shall have the authority to declare that negotiations in progress are at an impasse. When impasse is declared, the Federal Mediation and Conciliation Service shall be used in lieu of the mediation and fact-finding procedures under 4117 ORC. Section 4117.14, (D), (2), ORC shall, however, remain in effect, and be considered part of this Mutually Agreed Dispute (MAD) procedure.

42.06 This Agreement shall become effective on July 1, 2017, so all extra duty and regular pay rates cover the entire work year and shall remain in full force and effect until June 30, 2020. Either party may initiate negotiation for a successor Agreement via sending a Notice to Negotiate to the other party and SERB between one hundred fifty (150) days and two hundred and forty (240) days prior to the expiration date.

ADDENDUM A – GRIEVANCE REPORT FORM

Level 1 (Informal):
Date of occurrence of grievance/complaint: _____
Date of informal discussion: _____

Formal Level 2:
Statement of the grievance (including the provision of the Master Agreement which has been violated, misinterpreted, or misapplied):

_____
_____
_____
_____
_____
_____
_____

Relief sought:

_____
_____
_____

Grievant: _____ Date Submitted: _____
Hearing Date: _____

Response of Administrator:

_____
_____
_____
_____
_____
_____
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Administrator: _____ Date Issued: _____

Grievant: _____ Date Submitted: _____

Hearing Date: _____

Response of Superintendent:

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_____

Superintendent: _____ Date Issued: _____

Date of Association's Demand for Arbitration: _____

ADDENDUM B – HEALTH CARE COVERAGE

YOUR BENEFITS
1/1/2023

UnitedHealthcare®
A UnitedHealth Group Company

Benefit Summary
ASO Choice Plus
Mad River Local Schools Medical Plan **7EM-M**

UnitedHealthcare and EPC want to help you take control and make the most of your health care benefits. That's why we provide convenient services to get your health care questions answered quickly and accurately:

- **myuhc.com®** - Take advantage of easy, time-saving online tools. You can check your eligibility, benefits, claims, claim payments, search for a doctor and hospital and much, much more.
- **24-hour nurse support** – A nurse is a phone call away and you have other health resources available 24-hours a day, 7 days a week to provide you with information that can help you make informed decisions. Just call the number on the back of your ID card.
- **Customer Care telephone support** – Need more help? Call a customer care professional using the toll-free number on the back of your ID card. Get answers to your benefit questions or receive help looking for a doctor or hospital.

The Benefit Summary is intended only to highlight your Benefits and should not be relied upon to fully determine your coverage. If this Benefit Summary conflicts in any way with the Summary Plan Description (SPD), the SPD shall prevail. It is recommended that you review your SPD for an exact description of the services and supplies that are covered, those which are excluded or limited, and other terms and conditions of coverage.

PLAN HIGHLIGHTS

Types of Coverage	Network Benefits	Non-Network Benefits
Annual Deductible		
Individual Deductible Family Deductible	$0 per year $0 per year	$150 per year $300 per year
• Member Copayments do not accumulate towards the Deductible		
Out-of-Pocket Maximum		
Individual Out-of-Pocket Maximum Family Out-of-Pocket Maximum	$650 per year $1300 per year	$1000 per year $2000 per year
• Member Copayments, co-insurance and deductible accumulate towards the Out-of-Pocket Maximum.		
Benefit Plan Coinsurance – The Amount the Plan Pays		
	100% after Deductible has been met for most services	80% after Deductible has been met for most services
Lifetime Maximum Benefit		
The maximum amount the Plan will pay during the entire period of time you are enrolled under the Plan	Unlimited	Unlimited
Prescription Drug Benefits		
• Prescription drug benefits are shown under separate cover.		
Information of Pre-service Notification		
**Pre-service Notification is required for certain services.* ***Pre-service Notification is required for Equipment in excess of $1,000.*		
Information on Benefit Limits		
• The Annual Deductible, Out-of-Pocket Maximum and Benefit limits are calculated on a calendar year basis. • All Benefits are reimbursed based on Eligible Expenses. For a definition of Eligible Expenses, please refer to your Summary Plan Description. • When Benefit limits apply, the limit refers to any combination of Network and Non-Network Benefits unless specifically stated in the Benefit category.		

BENEFITS

Types of Coverage	Network Benefits	Non-Network Benefits
Ambulance Services – Emergency and Non-Emergency		
	* 100%	* 100% after Network Deductible has been met
Dental Services – Accident Only		
	* 80%	* 80% after Network Deductible has been met
Durable Medical Equipment (DME)		
Benefits are limited as follows: Benefits are limited to a single purchase of a type of Durable Medical Equipment (including repair and replacement) every three years.	80%	** 50% after Deductible has been met

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BENEFITS		
Types of Coverage	Network Benefits	Non-Network Benefits
Emergency Health Services - Outpatient		
	100% after you pay a $100 Copayment per visit. If you are admitted as an inpatient to a Network Hospital directly from the Emergency room, you will not have to pay this Copayment. The Benefits for an Inpatient Stay in a Network Hospital will apply instead.	* 100% after you pay a $100 Copayment per visit
Home Health Care		
Benefits are limited as follows: 60 visits per year	100%	* 80% after Deductible has been met
Hospice Care		
	100%	* 80% after Deductible has been met
Hospital – Inpatient Stay		
	$250 co-pay per inpatient stay	* 80% after Deductible has been met
Lab, X-Ray and Diagnostics - Outpatient		
For Preventive Lab, X-Ray and Diagnostics, refer to the Preventive Care Services category.	100%	80% after Deductible has been met Pre-Service Notification is required for sleep studies
Lab, X-Ray and Major Diagnostics – CT, PET, MRI and Nuclear Medicine - Outpatient		
	100%	80% after Deductible has been met Pre-Service Notification is required
Mental Health and Substance Abuse Services – Inpatient and Intermediate		
	$250 co-pay per inpatient stay	* 80% after Deductible has been met
Mental Health and Substance Abuse Services – Outpatient		
	* 100% after you pay a $20 Copayment per visit	* 80% after Deductible has been met
Ostomy		
	80%	50% after Deductible has been met
Physician Fees for Surgical and Medical Services		
	100%	80% after Deductible has been met
Physician's Office Services – Sickness and Injury		
Primary Physician Office Visit	100% after you pay a $25 Copayment per visit	80% after Deductible has been met
Specialist Physician Office Visit	100% after you pay a $25 Copayment per visit	80% after Deductible has been met
In addition to the visit Copayment, the applicable Copayment and any Deductible/Coinsurance applies when these services are done: Pharmaceutical Products		
Pregnancy – Maternity Services		
	Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each covered Health Service category in this Benefit Summary	
	For services provided in the Physician's Office, a Copayment will only apply to the initial office visit.	*Pre-service Notification is required if Inpatient Stay exceeds 48 hours following a normal vaginal delivery or 96 hours following a cesarean section delivery.*
Preventive Care Services		
Covered Health Services include but are not limited to:		
Primary Physician Office Visit	100%	Non-Network Benefits are not available
Specialist Physician Office Visit	100%	
Lab, X-Ray or other preventive tests	100%.	
Prosthetic Devices		
	80%	50% after Deductible has been met Pre-Service Notification is required for Prosthetic Device in excess of $1000
Reconstructive Procedures		
	Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each Covered Health Service category in this Benefit Summary	
		Pre-service Notification is required for certain services.
Rehabilitation Services – Outpatient Therapy and Chiropractic Treatment		
Benefits are limited as follows: Network and Non-Network benefits are limited to a combined total of 50 visits per calendar year for any combination of the following: Chiropractic treatment Physical therapy Occupational therapy Speech therapy Pulmonary rehabilitation Cardiac rehabilitation Post-Cochlear implant aural therapy Vision therapy	100% after you pay a $25 Copayment per visit Benefits for Habilitative Services are provided under and as part of Rehabilitation Services-Outpatient Therapy and Manipulative Treatment and are subject to the limits as stated under Rehab Services	* 80% after Deductible has been met

BENEFITS		
Types of Coverage	Network Benefits	Non-Network Benefits
Scopic Procedures – Outpatient Diagnostic and Therapeutic		
Diagnostic scopic procedures include, but are not limited to: Colonoscopy; Sigmoidoscopy; Endoscopy For Preventive Scopic Procedures, refer to the Preventive Care Services category.	100%	80% after Deductible has been met
Skilled Nursing Facility / Inpatient Rehabilitation Facility Services		
Benefits are limited as follows: 300 days per year. Facility Services are limited to 120 days per incident.	$250 co-pay per inpatient stay	* 80% after Deductible has been met
Surgery – Outpatient		
	100%	80% after Deductible has been met
Therapeutic Services		
	100%	80% after Deductible has been met
Transplantation Services		
	* 80%	* Non-Network Benefits are not available
	For Network Benefits, services must be received at a Designated Facility.	
Urgent Care Center Services		
	100% after you pay a $50 Copayment per visit	80% after Deductible has been met
In addition to the visit Copayment, the applicable Copayment and any Deductible/Coinsurance applies when these services are done: Pharrmaceutical Product		
In addition to the visit Copayment, the applicable Copayment and any Deductible/Coinsurance applies when these services are done: CT, PET, MRI, Nuclear Medicine; Pharmaceutical Products		
Vision Examinations		
Benefits are limited as follows: 1 exam every year	100% after you pay a $25 Copayment per visit	Non-Network Benefits are not available

MEDICAL EXCLUSIONS

It is recommended that you review your SPD for an exact description of the services and supplies that are covered, those which are excluded or limited, and other terms and conditions of coverage.

Alternative Treatments

Acupressure; aromatherapy; hypnotism; massage therapy; *rolfing (holistic tissue massage)*; art, music, dance, horseback therapy; and other forms of alternative treatment as defined by the National Center for Complementary and Alternative Medicine (NCCAM) of the National Institutes of Health. This exclusion does not apply to Chiropractic Treatment and osteopathic care for which Benefits are provided as described in the SPD.

Dental

Dental care (which includes dental X-rays, supplies and appliances and all associated expenses, including hospitalizations and anesthesia). This exclusion does not apply to dental care (oral examination, X-rays, extractions and non-surgical elimination of oral infection) required for the direct treatment of a medical condition for which Benefits are available under the Plan as described in the SPD. Dental care that is required to treat the effects of a medical condition, but that is not necessary to directly treat the medical condition, is excluded. Examples include treatment of dental caries resulting from dry mouth after radiation treatment or as a result of medication. Endodontics, periodontal surgery and restorative treatment are excluded. Diagnosis or treatment of or related to the teeth, jawbones or gums. Examples include: extraction (including wisdom teeth), restoration, and replacement of teeth; medical or surgical treatment of dental conditions; and services to improve dental clinical outcomes. This exclusion does not apply to accidental-related dental services for which Benefits are provided as described under Dental Services – Accidental Only in the SPD. Dental implants, bone grafts and other implant-related procedures. This exclusion does not apply to accident-related dental services for which Benefits are provided as described under Dental Services – Accident Only in the SPD. Dental braces (orthodontics). Congenital Anomaly such as cleft lip or cleft palate.

Devices, Appliances and Prosthetics

Devices used specifically as safety items or to affect performance in sports-related activities. Orthotic appliances that straighten or re-shape a body part. Examples include foot orthotics; cranial banding and some types of braces, including over-the-counter orthotic braces. The following items are excluded, even if prescribed by a Physician: blood pressure cuff/monitor; enuresis alarm; home coagulation testing equipment; non-wearable external defibrillator; trusses; ultrasonic nebulizers; and ventricular assist devices. Devices and computers to assist in communication and speech except for speech aid prosthetics and tracheo-esophageal voice prosthetics. Oral appliances for snoring. Repair and replacement prosthetic devices when damaged due to misuse, malicious damage or gross neglect. Prosthetic devices. This exclusion does not apply to breast prosthesis, mastectomy bras and lymphedema stockings for which Benefits are provided as described under Reconstructive Procedures in the SPD.

Drugs

The exclusions listed below apply to the medical portion of the Plan only. Prescription Drug coverage is excluded under the medical plan because it is a separate benefit. Coverage may be available under the Prescription Drug portion of the Plan. See the SPD for coverage details and exclusions.

Prescription drugs for outpatient use that are filled by a prescription order or refill. Self-injectable medications. This exclusion does not apply to medications which, due to their characteristics (as determined by UnitedHealthcare), must typically be administered or directly supervised by a qualified provider or licensed/certified health professional in an outpatient setting. Non-injectable medications given in a Physician's office. This exclusion does not apply to non-injectable medications that are required in an Emergency and consumed in the Physician's office. Over-the-counter drugs and treatments. Growth hormone therapy.

Experimental or Investigational or Unproven Services

Experimental or Investigational or Unproven Services, unless the Plan has agreed to cover them as defined in the SPD. This exclusion applies even if Experimental or Investigational Services or Unproven Services, treatments, devices or pharmacological regimens are the only available treatment options for your condition. This exclusion does not apply to Covered Health Services provided during a clinical trial for which Benefits are provided as described under Clinical Trials in the SPD.

Foot Care

Routine foot care. Examples include the cutting or removal of corns and calluses. This exclusion does not apply to preventive foot care for Covered Persons with diabetes for which Benefits are provided as described under Diabetes Services in the SPD or when needed for severe systemic disease. Cutting or removal of corns and calluses. Nail trimming, cutting, or debriding. Hygienic and preventive maintenance foot care; and other services that are performed when there is not a localized Sickness, injury or symptom involving the foot. Examples include: cleaning and soaking the feet; applying skin creams in order to maintain skin tone. This exclusion does not apply to preventive foot care for Covered Persons who are at risk of neurological or vascular disease arising from diseases such as diabetes. Treatment of flat feet. Shoes (standard or custom), lifts and wedges; shoe orthotics; shoe inserts and arch supports

Medical Supplies and Equipment

Prescribed or non-prescribed medical supplies and disposable supplies. Examples include: elastic stockings, ace bandages, diabetic strips, and syringes; urinary catheters. This exclusion does not apply to:

- Disposable supplies necessary for the effective use of Durable Medical Equipment for which Benefits are provided as described under Durable Medical Equipment in the SPD.
- Diabetic supplies for which Benefits are provided as described under Diabetes Services in the SPD.
- Ostomy bags and related supplies for which Benefits are provided as described under Ostomy Supplies in the SPD.

Tubings, nasal cannulas, connectors and masks, [except when used with Durable Medical Equipment as described under Durable Medical Equipment as described in the SPD. The repair and replacement of Durable Medical Equipment when damaged due to misuse, malicious breakage or gross neglect and deodorants, filters, lubricants, tape, appliance clears, adhesive, adhesive remover or other items that are not specifically identified in the SPD

Mental Health / Substance Abuse

Inpatient, intermediate or outpatient care services that were not pre-authorized by the Mental Health/Substance Abuse (MH/SA) Administrator; Services performed in connection with conditions not classified in the current edition of the *American Psychiatric Association's Diagnostic and Statistical Manual of Mental Disorders*.

Mental Health Services and Substance Abuse Services that extend beyond the period necessary for short-term evaluation, diagnosis, treatment, or crisis intervention. Mental Health Services as treatment for insomnia and other sleep disorders, neurological disorders and other disorders with a known physical basis. Treatment for conduct and impulse control disorders, personality disorders, paraphilias (sexual behavior that is

amounts. Autopsies and other coroner services and transportation services for a corpse. Charges for: missed appointments; room or facility reservations; completion of claim forms; or record processing. Charges prohibited by federal anti-kickback or self-referral status. Diagnostic tests that are: delivered in other than a Physician's office or health care facility; and self-administered home diagnostic tests, including but not limited to HIV and pregnancy tests. Vision therapy when rendered in connection with behavioral health disorders, including but not limited to: learning and reading disabilities; attention deficit/hyperactively disorder; TBI; or dyslexia

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Addendum to the Medical Benefit Summary for Self-Funded Groups

Choice Plus
Mad River Local Schools

These Benefits are available to you in addition to the benefits located on the Benefit Summary.

ADDITIONAL CORE BENEFITS

Types of Coverage	Network Benefits	Non-Network Benefits
Mental Health Services		
Partial Hospitalization/Intensive Outpatient Treatment:	100% for Partial Hospitalization /Intensive Outpatient Treatment.	80% after Deductible has been met per session for Partial Hospitalization /Intensive Outpatient Treatment. *Prior Authorization is required for certain services.*
Neurobiological Disorders – Autism Spectrum Disorder Services		
Partial Hospitalization/Intensive Outpatient Treatment:	100% for Partial Hospitalization /Intensive Outpatient Treatment.	80% after Deductible has been met per session for Partial Hospitalization /Intensive Outpatient Treatment. *Prior Authorization is required for certain services.*
Substance Use Disorder Services		
Partial Hospitalization/Intensive Outpatient Treatment:	100% for Partial Hospitalization /Intensive Outpatient Treatment.	80% after Deductible has been met per session for Partial Hospitalization /Intensive Outpatient Treatment. *Prior Authorization is required for certain services.*
Virtual Visits		
Network Benefits are available only when services are delivered through a Designated Virtual Visit Network Provider. Find a Designated Virtual Visit Network Provider Group at myuhc.com or by calling Customer Care at the telephone number on your ID card. Access to Virtual Visits and prescription services may not be available in all states or for all groups.	100% after you pay a $25 Copayment per visit. Deductible does not apply.	Non-Network Benefits are not available.

This replaces the Mental Health exclusion section on the Benefit Summary:
Services performed in connection with conditions not classified in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Mental Health Services as treatments for R & T code conditions as listed within the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Mental Health Services as treatment for a primary diagnosis of insomnia and other sleep-wake disorders, feeding disorders, binge eating disorders, sexual dysfunction, communication disorders, motor disorders, neurological disorders and other disorders with a known physical basis. Treatments for the primary diagnoses of learning disabilities, conduct and impulse control disorders, personality disorders and paraphilic disorder. Educational services that are focused on primarily building skills and capabilities in communication, social interaction and learning. Tuition for or services that are school-based for children and adolescents under the Individuals with Disabilities Education Act. Motor disorders and primary communication disorders as defined in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Intellectual disabilities as a primary diagnosis defined in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Autism spectrum disorder as a primary diagnosis defined in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Benefits for autism spectrum disorder as a primary diagnosis are described under Neurobiological Disorders - Autism Spectrum Disorder Services in Section 1 of the COC. Mental Health Services as a treatment for other conditions that may be a focus of clinical attention as listed in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. All unspecified disorders in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Health services and supplies that do not meet the definition of a Covered Health Service – see the definition in Section 9 of the COC. Covered Health Services are those health services, including services, supplies, or Pharmaceutical Products, which we determine to be all of the following:

- Medically Necessary.
- Described as a Covered Health Service in Section 1 of the COC and in the Schedule of Benefits.
- Not otherwise excluded in Section 2 of the COC.

This replaces the Neurobiological Disorders-Autism Spectrum Disorder exclusion section on the Benefit Summary:
Any treatments or other specialized services designed for Autism Spectrum Disorder that are not backed by credible research demonstrating that the services or supplies have a measurable and beneficial health outcome and therefore considered Experimental or Investigational or Unproven Services. Intellectual disability as the primary diagnosis defined in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Tuition for or services that are school-based for children and adolescents under the Individuals with Disabilities Education Act. Learning, motor disorders and communication disorders as defined in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association and which are not a part of Autism Spectrum Disorder. Treatments for the primary diagnoses of learning disabilities, conduct and impulse control disorders, personality disorders and paraphilic disorder. All unspecified disorders in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Intensive behavioral therapies such as applied behavioral analysis for Autism Spectrum Disorder.
Health services and supplies that do not meet the definition of a Covered Health Service – see the definition in Section 9 of the COC. Covered Health Services are those health services, including services, supplies, or Pharmaceutical Products, which we determine to be all of the following:

- Medically Necessary.
- Described as a Covered Health Service in Section 1 of the COC and in the Schedule of Benefits.
- Not otherwise excluded in Section 2 of the COC.

This replaces the Substance Use Disorders exclusion section on the Benefit Summary:
Services performed in connection with conditions not classified in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Methadone treatment as maintenance, L.A.A.M. (1-Alpha-Acetyl-Methadol), Cyclazocine, or their equivalents. Educational services that are focused on primarily building skills and capabilities in communication, social interaction and learning. Substance-induced sexual dysfunction disorders and substance-induced sleep disorders. Gambling disorders. All unspecified disorders in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Health services and supplies that do not meet the definition of a Covered Health Service – see the definition in Section 9 of the COC. Covered Health Services are those health services, including services, supplies, or Pharmaceutical Products, which we determine to be all of the following:

- Medically Necessary.
- Described as a Covered Health Service in Section 1 of the COC and in the Schedule of Benefits.
- Not otherwise excluded in Section 2 of the COC.

UnitedHealthcare®

Medical Benefit Summary Authorization Addendum for Self-Funded Groups

Choice Plus

These Prior Authorization requirements shown here will change the Pre-Service Notification requirements indicated on your Benefit Summary.

Network Benefits	Non-Network Benefits
The following benefit requires [Pre-Service Notification][Prior Authorization] for Genetic Testing - BRCA.	
	• Physician's Office Services
The following benefits require [Pre-Service Notification][Prior Authorization] for certain services.	
• Ambulance Services – Non-Emergent Air • Clinical Trials	• Ambulance Services – Non-Emergent Air • [Clinical Trials] • Cochlear Implants] • [Congenital Heart Disease (CHD) Surgeries] • Home Health Care - Nutritional, Private Duty Nursing, Skilled Nursing • Hospice Care- Inpatient Stay • Hospital – Inpatient Stay • [Infertility Services] • Neurobiological Disorders – Mental Health Services for Autism Spectrum Disorders-Inpatient [and Outpatient] • Outpatient Diagnostic/Therapeutic Services – CT Scans, Pet Scans, MRI and Nuclear Medicine • Mental Health and Substance Abuse Services – Outpatient and] Inpatient • Reconstructive Procedures • Skilled Nursing Facility/Inpatient Rehabilitation • Substance Use Disorder Services-Inpatient [and Outpatient]] • Surgery for the treatment for Gender Dysphoria] • Surgery – Outpatient[Sleep Apnea] and Cardiac catheterization, diagnostic cardiac catheterization; cardiac electrophysiology implant, pacemaker insertion, implantable cardioverter defibrillators • Therapeutic Treatments – Outpatient[Dialysis and IV infusion,] [and radiation oncology,] [and intensity modulated radiation therapy,] [and MR-guided focused ultrasound]]
• Transplantation Services	• Transplantation Services
The following benefits require [Pre-Service Notification][Prior Authorization] for Sleep Studies.	
	• Outpatient Diagnostic Services – For lab and radiology/X-ray
The following benefit requires [Pre-Service Notification][Prior Authorization] if Inpatient Stay exceeds 48 hours following a normal vaginal delivery or 96 hours following a cesarean section delivery.	
	• Maternity Services
The following benefits require [Pre-Service Notification][Prior Authorization] for Equipment in excess of $1,000.	
	• [Diabetes Services] • Durable Medical Equipment

- Prosthetic Devices

Here's an overview of your CVS Caremark benefits.

Mad River PPO 1/1/2023

If you have any questions about your prescription plan or costs, call us at 1-888-202-1654. We can help any time after your plan starts. For TDD assistance, please call 1-800-863-5488.

	Short-Term Medicines CVS Caremark Retail Pharmacy Network (Up to a 30-day supply)	**Long-Term Medicines** CVS Caremark Mail Service (up to a 90-day supply) or CVS Pharmacy locations (up to a 90-day supply)
Generic Medicines Always ask your doctor if there's a generic option available. It could save you money.	**$15** for a generic medicine	**$30** for a generic medicine
Preferred Brand-Name Medicines If a generic is not available or appropriate, ask your doctor to prescribe from your plan's preferred drug list.	**$25** for a preferred brand-name medicine	**$50** for a preferred brand-name medicine
Non-Preferred Brand-Name Medicines Drugs that aren't on your plan's preferred list will cost more.	**35% ($50 min / $65 max)** for a non-preferred brand-name medicine	**35% ($100 min / $130 max)** for a non-preferred brand-name medicine
Specialty Medications	**30% coinsurance OR $0 copay with PrudentRx** *Specialty medications are required to be filled through CVS Specialty Mail Order Pharmacy or at a retail CVS/pharmacy. Please contact Customer Care toll-free at 1-888-202-1654 for questions or to get started today.	
Maximum Out-of-Pocket	**$3,000 per individual / $6,000 per family**	
Prior Authorization	**Certain medications may require prior authorization. Please contact Customer Care toll-free at 1-888-202-1654 or visit www.caremark.com for verification of prior authorization requirements.**	

Copayment, copay or coinsurance means the amount a plan member is required to pay for a prescription in accordance with a Plan which may be a deductible, a percentage of the prescription price, a fixed amount or other charge, with the balance, if any, paid by a Plan.
Your feedback is important as it helps us improve our service. Please contact us with any questions or concerns at 1-888-202-1654.
Your privacy is important to us. Our employees are trained regarding the appropriate way to handle private health information.

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Your privacy is important to us. Our employees are trained regarding the appropriate way to handle your private health information.

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PrudentRx Copay Program for Specialty Medications

Get Specialty Medications at No Cost to You

If you're taking specialty medications for a chronic or complex situation (like multiple sclerosis, rheumatoid arthritis or cancer), you know how costly they can be – and that the cost continues to rise. Because we want to make sure you can get the medications you need at an affordable cost, we're pleased to offer a new program that reduces your out-of-pocket cost for specialty medications to $0.

Pay $0 with The Prudent Rx Copay Program

We're working with PrudentRx to offer The PrudentRx Copay Program as part of your prescription benefit plan. To participate, all you need to do is enroll. You'll pay $0 for any medications on the Specialty Drug List for as long as you're enrolled.

PrudentRx works with manufacturers to get copay card assistance for your medication. Once you get started, they'll manage enrollment and renewals on your behalf. But even if there's no copay card program available for your medication, your cost will be $0 for as long as you are enrolled in the program.

Getting started is easy

If you take a specialty medication on the Specialty Drug List, call PrudentRx at 1-800-578-4403, Monday through Friday, from 8 a.m. to 8 p.m. EST to enroll – it only takes about 10 minutes. If they don't hear from you, a PrudentRx Advocate may give you a call. If you don't currently take a specialty medication, but your doctor prescribes one, you can enroll at any time. Participation is voluntary, but you will pay more for your specialty medications if you choose not to enroll in the program.

If you are taking a specialty medication, watch your mailbox for more information on The PrudentRx Copay Program and changes to your plan. If you have any questions, you can call PrudentRx at the number above.

Notice of Nondiscrimination

Federal civil rights laws prohibit certain health programs and activities from discriminating on the basis of race, color, national origin, age, disability, or sex. The laws apply to health programs and activities that receive funding from the Federal government, are administered by a Federal agency or are offered on a public Health Insurance Marketplace. Health plans that are subject to the laws include Medicare Part D plans, Medicaid plans, health plans offered by issuers on Health Insurance Marketplaces, and certain employee health benefit plans. If you have questions about whether these Federal civil rights laws apply to your plan, please contact your health plan at the number in your benefit plan materials.

If your health plan is subject to these Federal civil rights laws, it complies with the laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex and does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Your health plan:

- Provides appropriate aids and services, free of charge, when necessary to ensure that people with disabilities have an equal opportunity to communicate effectively with us, such as:
  - Auxiliary aids and services
  - Written information in other formats (large print, audio, accessible electronic formats, other formats)

- Provides language assistance services, free of charge, when necessary to provide meaningful access to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

If you need these services, call Customer Care at the phone number on your benefit ID card.

If you believe these services have not been appropriately provided to you or you have been discriminated against on the basis of race, color, national origin, age, disability, or sex, you can file a grievance by mail, fax, or email with your health plan's Civil Rights Coordinator.

You may also contact Customer Care and we will direct your grievance to your health plan's Civil Rights Coordinator:

Nondiscrimination Grievance Coordinator
PO BOX 6590, Lee's Summit, MO 64064-6590
Phone: 1-866-526-4075
TTY: 1-800-863-5488
Fax: 1-855-245-2135
Email: nondiscrimination@cvscaremark.com

If you need additional help filing a grievance, your health plan's Civil Rights Coordinator is available to help you.

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 https://ocrportal.hhs.gov/ocr/portal/lobby.jsf or by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, DC 20201
1-800-368-1019, 1-800-537-7697 (TDD)

Complaint forms are available at http://www.hhs.gov/ocr/office/file/index.html.

Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Service

Coverage Period: 01/01/2023 – 12/31/2023

UnitedHealthcare

Mad River Choice Plus HDHP Plan

Coverage for: Family | **Plan Type:** PS1

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 1-866-633-2446.or visit welcometouhc.com. 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 www.healthcare.gov/sbc-glossary/ or call 1-866-487-2365 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	Network: **$2,500** Individual / **$5,000** Family Non-Network: **$5,000** Individual / **$10,000** Family Per calendar year.	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 policy, the overall family deductible must be met before the plan begins to pay (non-embedded). Deductible resets January 1.
Are there services covered before you meet your deductible?	Yes. Preventive care is covered before you meet your deductible.	This plan covers some items and services even if you haven't yet met the annual 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 services at 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?	Network: **$2,500** Individual / **$5,000** Family Non-Network: **$5,000** Individual / **$10,000** Family Per calendar year.	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, the overall family out-of-pocket limit must be met
What is not included in the out-of-pocket limit?	Premiums, balance-billing charges, health care this plan doesn't cover and penalties for failure to obtain preauthorization for services.	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 myuhc.com or call **1-866-633-2446** for a list of network 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 **copayment** and **coinsurance** costs shown in this chart are after your **deductible** has been met, if a **deductible** applies.

Common Medical Event	Services You May Need	What You Will Pay: Network Provider (You will pay the least)	What You Will Pay: Out-of-Network Provider (You will pay the most)	Limitations, Exceptions, & Other Important Information
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	0% coinsurance	30% coinsurance	Virtual visits (Telehealth) - 0% coinsurance by a Designated Virtual Network Provider. No virtual coverage out-of-network
	Specialist visit	0% coinsurance	30% coinsurance	None
	Preventive care/screening/ immunization	No Charge	Not Covered	You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for. No coverage out-of-network
If you have a test	Diagnostic test (x-ray, blood work)	0% coinsurance	30% coinsurance	Preauthorization is required out-of-network for certain services or benefit reduces to 50% of allowed amount.
	Imaging (CT/PET scans, MRIs)	0% coinsurance	30% coinsurance	Preauthorization is required out-of-network or benefit reduces to 50% of allowed amount.
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.caremark.com	Tier 1 – Your Lowest Cost Option	Retail: 0% coinsurance Mail-Order: 0% coinsurance	Not covered	Provider means pharmacy for purposes of this section. Retail: Up to a 30-day supply Mail-Order: Up to a 90-day supply You may need to obtain certain drugs, including certain specialty drugs, from a pharmacy designated by us. Certain drugs may have a Pre-Notification requirement or may result in a higher cost. If you use a non-network Pharmacy, you are responsible for any amount over the allowed amount. You may be required to use a lower-cost drug(s) prior to benefits under your policy being available for certain prescribed drugs. Tier 1 Contraceptives covered at No Charge. See the website listed for information on drugs covered by your plan. Not all drugs are covered.
	Tier 2 – Your Mid-Range Cost Option	Retail: 0% coinsurance Mail-Order: 0% coinsurance	Not covered	
	Tier 3 – Your Mid-Range Cost Option	Retail: 0% coinsurance Mail-Order: 0% coinsurance	Not covered	
	Tier 4 – Your Highest Cost Option	Retail: 0% coinsurance Mail-Order: Not covered	Not covered	

* For more information about limitations and exceptions, see the plan or policy document at welcomehpulic.com.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	0% coinsurance	30% coinsurance	Preauthorization is required out-of-network for certain services or benefit reduces to 50% of allowed amount.
	Physician/surgeon fees	0% coinsurance	30% coinsurance	None
If you need immediate medical attention	Emergency room care	0% coinsurance	0% coinsurance	None
	Emergency medical transportation	0% coinsurance	*0% coinsurance	*Network deductible applies
	Urgent care	0% coinsurance	30% coinsurance	None
If you have a hospital stay	Facility fee (e.g., hospital room)	0% coinsurance	30% coinsurance	Preauthorization is required out-of-network or benefit reduces to 50% of allowed amount.
	Physician/surgeon fees	0% coinsurance	30% coinsurance	None
If you need mental health, behavioral health, or substance abuse services	Outpatient services	0% coinsurance	30% coinsurance	Network Partial hospitalization/intensive outpatient treatment: 0% coinsurance Preauthorization is required out-of-network for certain services or benefit reduces to 50% of allowed amount.
	Inpatient services	0% coinsurance	30% coinsurance	Preauthorization is required out-of-network or benefit reduces to 50% of allowed amount.
If you are pregnant	Office visits	No Charge	30% coinsurance	Cost sharing does not apply for preventive services. Depending on the type of service a copayment, coinsurance or deductible may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound.)
	Childbirth/delivery professional services	0% coinsurance	30% coinsurance	
	Childbirth/delivery facility services	0% coinsurance	30% coinsurance	Inpatient preauthorization applies out-of-network if stay exceeds 48 hours (C-Section: 96 hours) or benefit reduces to 50% of allowed amount.
If you need help recovering or have other special health needs	Home health care	0% coinsurance	30% coinsurance	Limited to 60 visits per calendar year. Preauthorization is required out-of-network or benefit reduces to 50% of allowed amount.
	Rehabilitation services	0% coinsurance	30% coinsurance	Any combination of outpatient rehabilitation services is limited to 50 visits per calendar year. Preauthorization required out-of-network for certain services or benefit reduces to 50% of allowed amount.

* For more information about limitations and exceptions, see the plan or policy document at welcomehouhc.com.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
	Habilitative services	0% coinsurance	30% coinsurance	Services are provided under and limits are combined with Rehabilitation Services above. Preauthorization required out-of-network for certain services or benefit reduces to 50% of allowed amount.
	Skilled nursing care	0% coinsurance	30% coinsurance	Skilled Nursing is limited to 120 days per calendar year. Inpatient rehabilitation limited to 300 days. Preauthorization is required out-of-network or benefit reduces to 50% of allowed amount.
	Durable medical equipment	0% coinsurance	30% coinsurance	Covers 1 per type of DME (including repair/replacement) every 3 years. Preauthorization is required out-of-network for DME over $1,000 or benefit reduces to 50% of allowed amount.
	Hospice services	0% coinsurance	30% coinsurance	Preauthorization is required out-of-network before admission for an Inpatient Stay in a hospice facility or benefit reduces to 50% of allowed amount.
If your child needs dental or eye care	Children's eye exam	0% coinsurance	Not Covered	Limited to 1 exam every year. No coverage out-of-network..
	Children's glasses	Not Covered	Not Covered	No coverage for Children's glasses.
	Children's dental check-up	Not Covered	Not Covered	No coverage for Children's Dental check-up.

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
- Bariatric surgery
- Cosmetic surgery
- Dental care
- Glasses
- Infertility treatment
- Long-term care
- Non-emergency care when travelling outside the U.S.
- Prescription drugs
- Private duty nursing
- Routine foot care – Except as covered for Diabetes
- Weight loss programs

* For more information about limitations and exceptions, see the plan or policy document at webcommonstic.com.

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)		
• Chiropractic (Manipulative care) – 50 visits per calendar year combined with Rehabilitation services	• Hearing aids - $2,500 per calendar year	• Routine eye care (adult) - 1 exam per year

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: U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa, or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or www.cciio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

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: the Member Service number listed on the back of your ID card or myuhc.com.

Additionally, a consumer assistance program may help you file your appeal. Contact dol.gov/ebsa/healthreform.

Does this plan provide Minimum Essential Coverage? **Yes**
If you don't have Minimum Essential Coverage for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

Does this plan meet the 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.

Language Access Services:
Spanish (Español): Para obtener asistencia en Español, llame al 1-866-633-2446.
Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-866-633-2446.
Chinese (中文): 如果需要中文的帮助，请拨打这个号码 1-866-633-2446.
Navajo (Dine): Dinek'ehgo shika at'ohwol ninisingo, kwiijigo holne' 1-866-633-2446.

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

* For more information about limitations and exceptions, see the plan or policy document at welcometouhc.com.

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)		**Managing Joe's type 2 Diabetes** (a year of routine in-network care of a well-controlled condition)		**Mia's Simple Fracture** (in-network emergency room visit and follow up care)	
■ **The plan's overall deductible**	**$2,500**	■ **The plan's overall deductible**	**$2,500**	■ **The plan's overall deductible**	**$2,500**
■ **Specialist coinsurance**	**0%**	■ **Specialist coinsurance**	**0%**	■ **Specialist coinsurance**	**0%**
■ **Hospital (facility) coinsurance**	**0%**	■ **Hospital (facility) coinsurance**	**0%**	■ **Other coinsurance**	**0%**
■ **Other coinsurance**	**0%**	■ **Other coinsurance**	**0%**		
This EXAMPLE event includes services like:		**This EXAMPLE event includes services like:**		**This EXAMPLE event includes services like:**	
Specialist office visits *(prenatal care)*		Primary care physician office visits *(including disease education)*		Emergency room care *(including medical supplies)*	
Childbirth/Delivery Professional Services		Diagnostic tests *(blood work)*		Diagnostic test *(x-ray)*	
Childbirth/Delivery Facility Services		Prescription drugs		Durable medical equipment *(crutches)*	
Diagnostic tests *(ultrasounds and blood work)*		Durable medical equipment *(glucose meter)*		Rehabilitation services *(physical therapy)*	
Specialist visit *(anesthesia)*					
Total Example Cost	**$12,800**	**Total Example Cost**	**$7,400**	**Total Example Cost**	**$1,900**
In this example, Peg would pay:		**In this example, Joe would pay:**		**In this example, Mia would pay:**	
Cost Sharing		*Cost Sharing*		*Cost Sharing*	
Deductibles	$2,500	Deductibles	$12,500	Deductibles	$1,900
Copayments	$0	Copayments	$0	Copayments	$0
Coinsurance	$0	Coinsurance	$0	Coinsurance	$0
What isn't covered		*What isn't covered*		*What isn't covered*	
Limits or exclusions	$60	Limits or exclusions	$55	Limits or exclusions	$0
The total Peg would pay is	**$2,560**	**The total Joe would pay is**	**$2,555**	**The total Mia would pay is**	**$1,900**

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

We do not treat members differently because of sex, age, race, color, disability or national origin.

If you think you were treated unfairly because of your sex, age, race, color, disability or national origin, you can send a complaint to the Civil Rights Coordinator.
Online: UHC_Civil_Rights@uhc.com
Mail: Civil Rights Coordinator. UnitedHealthcare Civil Rights Grievance. P.O. Box 30608 Salt Lake City, UTAH 84130

You must send the complaint within 60 days of when you found out about it. A decision will be sent to you within 30 days. If you disagree with the decision, you have 15 days to ask us to look at it again.
If you need help with your complaint, please call the toll-free number listed within this Summary of Benefits and Coverage (SBC) , TTY 711, Monday through Friday, 8 a.m. to 8 p.m.

You can also file a complaint with the U.S. Dept. of Health and Human Services.
Online: https://ocrportal.hhs.gov/ocr/portal/lobby.jsf
Complaint forms are available at http://www.hhs.gov/ocr/office/file/index.html
Phone: Toll-free 1-800-368-1019, 800-537-7697 (TDD)
Mail: U.S. Dept. of Health and Human Services. 200 Independence Avenue, SW Room 509F, HHH Building Washington, D.C. 20201

We provide free services to help you communicate with us. Such as, letters in other languages or large print. Or, you can ask for an interpreter. To ask for help, please call the number contained within this Summary of Benefits and Coverage (SBC) , TTY 711, Monday through Friday, 8 a.m. to 8 p.m.

ADDENDUM C – VISION CARE BENEFIT SUMMARY

A LOOK AT YOUR VSP VISION COVERAGE

SEE HEALTHY AND LIVE HAPPY WITH HELP FROM MAD RIVER LOCAL SCHOOLS AND VSP.

As a VSP® member, you get personalized care from a VSP network doctor at low out-of-pocket costs.

VALUE AND SAVINGS YOU LOVE.

Save on eyewear and eye care when you see a VSP network doctor. Plus, take advantage of Exclusive Member Extras for additional savings.

PROVIDER CHOICES YOU WANT.

It's easy to find a nearby in-network doctor. Maximize your coverage with bonus offers and savings that are exclusive to Premier Program locations—including thousands of private practice doctors and over 700 Visionworks retail locations nationwide.

PREMIER PROGRAM

Visionworks

QUALITY VISION CARE YOU NEED.

You'll get great care from a VSP network doctor, including a WellVision Exam®—a comprehensive exam designed to detect eye and health conditions.

PROVIDER NETWORK:

VSP Signature

Effective 1/1/2022

Log in to **vsp.com** to find an in-network provider based on your plan type.

Contact us:

800.877.7195 or **vsp.com**

Classification: Restricted

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VSP, VSP Vision care for life, Eyeconic, and WellVision Exam are registered trademarks, and VSP Diabetic Eyecare Plus Program is a service mark of Vision Service Plan.
All other brands or marks are the property of their respective owners. 45943 VCCM

VSP Vision care for life

BENEFIT	DESCRIPTION	COPAY
YOUR COVERAGE WITH A VSP PROVIDER		
WELLVISION EXAM	• Focuses on your eyes and overall wellness • Every 12 months	$10
PRESCRIPTION GLASSES		$25
FRAME	• $150 frame allowance • $170 featured frame brands allowance • 20% savings on the amount over your allowance • Every 24 months	Included in Prescription Glasses
LENSES	• Single vision, lined bifocal, and lined trifocal lenses • Every 12 months	Included in Prescription Glasses
LENS ENHANCEMENTS	• Impact-resistant lenses • Standard progressive lenses • Premium progressive lenses • Custom progressive lenses • Average savings of 40% on other lens enhancements • Every 12 months	$0 $0 $80 - $90 $120 - $160
CONTACTS (INSTEAD OF GLASSES)	• $130 allowance for contacts and contact lens exam (fitting and evaluation) • 15% savings on a contact lens exam (fitting and evaluation) • Every 12 months	$0
PRIMARY EYECARE℠	• Retinal screening for members with diabetes • Additional exams and services for members with diabetes, glaucoma, or age-related macular degeneration. • Treatment and diagnoses of eye conditions, including pink eye, vision loss, and cataracts available for all members. • Limitations and coordination with your medical coverage may apply. Ask your VSP doctor for details. • As needed	$0 $20 per exam
EXTRA SAVINGS	**Glasses and Sunglasses** • Extra $20 to spend on featured frame brands. Go to vsp.com/offers for details. • 30% savings on additional glasses and sunglasses, including lens enhancements, from the same VSP provider on the same day as your WellVision Exam. Or get 20% from any VSP provider within 12 months of your last WellVision Exam. **Routine Retinal Screening** • No more than a $39 copay on routine retinal screening as an enhancement to a WellVision Exam **Laser Vision Correction** • Average 15% off the regular price or 5% off the promotional price; discounts only available from contracted facilities • After surgery, use your frame allowance (if eligible) for sunglasses from any VSP doctor	
YOUR COVERAGE WITH OUT-OF-NETWORK PROVIDERS		
Get the most out of your benefits and greater savings with a VSP network doctor. Call Member Services for out-of-network plan details.		

VSP guarantees coverage from VSP network providers only. Based on applicable laws, benefits may vary by location. In the state of Washington, VSP Vision Care, Inc., is the legal name of the corporation through which VSP does business.

ADDENDUM D – DENTAL PLAN BENEFIT SUMMARY

DELTA DENTAL®

Delta Dental PPO (Point-of-Service)
Summary of Dental Plan Benefits
For Group# 5630-7500, 7509
Mad River Local Schools

This Summary of Dental Plan Benefits should be read along with your Certificate. Your Certificate provides additional information about your Delta Dental plan, including information about plan exclusions and limitations. If a statement in this Summary conflicts with a statement in the Certificate, the statement in this Summary applies to you and you should ignore the conflicting statement in the Certificate. The percentages below are applied to Delta Dental's allowance for each service and it may vary due to the dentist's network participation.*

Control Plan – Delta Dental of Ohio

Benefit Year – January 1 through December 31

Covered Services –

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

* When you receive services from a Nonparticipating Dentist, the percentages in this column indicate the portion of Delta Dental's Nonparticipating Dentist Fee that will be paid for those services. The Nonparticipating Dentist Fee may be less than what the dentist charges and you are responsible for that difference.

Please refer to your Plan Certificate for more information on payment to Nonparticipating Dentists.

- Oral exams (including evaluations by a specialist) are payable twice per calendar year.
- Prophylaxes (cleanings) are payable twice per calendar year.
- People with specific at-risk health conditions may be eligible for additional prophylaxes (cleanings) or fluoride treatment. The patient should talk with his or her dentist about treatment.
- Fluoride treatments are payable twice per calendar year with no age limit.

- Benefits for bitewing X-rays are unlimited. Full mouth X-rays (which include bitewing X-rays) are payable once in any three-year period.
- Sealants are payable once per tooth per three-year period for the occlusal surface of permanent bicuspids and molars up to age 14. The surface must be free from decay and restorations.
- Veneers are payable on incisors, cuspids, and bicuspids once per tooth in any five-year period.
- Composite resin (white) restorations are Covered Services on posterior teeth.
- Metallic inlays are Covered Services.
- Porcelain and resin facings on crowns are optional treatment on posterior teeth.
- No Custom Language Entered!
- Implants and implant related services are payable once per tooth in any five-year period.
- Occlusal guards are payable once in any three-year period.

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

Maximum Payment – $1,500 per person total per Benefit Year on all services except orthodontic services. $1,500 per person total per lifetime on orthodontic services.

Deductible – $25 Deductible per person total per Benefit Year limited to a maximum Deductible of $50 per family per Benefit Year. The Deductible does not apply to diagnostic and preventive services, emergency palliative treatment, X-rays, sealants, brush biopsy, periodontal maintenance and orthodontic services.

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

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

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

Also eligible are your legal spouse and your children to the end of the month in which they turn 26, including your children who are married, who no longer live with you, who are not your dependents for Federal income tax purposes, and/or who are not permanently disabled.

You and your eligible dependents must enroll for a minimum of 12 months. If coverage is terminated after 12 months, you may not re-enroll prior to the open enrollment that occurs at least 12 months from the date of termination. Your dependents may only enroll if you are enrolled (except under COBRA) and must be enrolled in the same plan as you. Plan changes are only allowed during open enrollment periods, except that an election may be revoked or changed at any time if the change is the result of a qualifying event as defined under Internal Revenue Code Section 125.

If you and your Spouse are both eligible to enroll in This Plan as Subscribers, you may be enrolled as both a Subscriber on your own application and as a Dependent on your Spouse's application. Your Dependent Children may be enrolled on both your and your Spouse's applications as well. Delta Dental will coordinate benefits between your coverage and your Spouse's coverage.

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

This plan complies with applicable federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability or sex. This plan does not exclude people or treat them differently because of race, color, national origin, age, disability or sex.

This plan provides free aids and services to people with disabilities to communicate effectively with us, such as:

- Qualified sign language interpreters
- Written information in other formats (large print, audio, accessible electronic formats)

This plan provides free language services to people whose primary language is not English, such as:

- Qualified interpreters
- Information written in other languages

If you need these services, call 1-800-524-0149 (TTY users call 711).

If you believe that this plan has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability or sex, you can file a grievance with the civil rights coordinator at PO Box 9089, Farmington Hills, MI 48333-9089; by phone at 1-800-524-0149 (TTY users call 711) or fax to 517-706-3513. You can file a grievance by mail, fax or phone. If you need help filing a grievance, the civil rights coordinator is available to help you. 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 *https://ocrportal.hhs.gov/ocr/portal/lobby.jsf*, or by mail or phone at: U.S. Department of Health and Human Services, 200 Independence Avenue SW., Room 509F, HHH Building, Washington, DC 20201; 1-800-368-1019, 1-800-537-7697 (TDD). Complaint forms are available at *http://www.hhs.gov/ocr/office/file/index.html*.

KUJDES: Nëse flitni shqip, për ju ka në dispozicion shërbime të asistencës gjuhësore, pa pagesë. Telefononi në 1-800-524-0149 (TTY: 711).

انتباه: إذا كنت تتحدث اللغة العربية، فتتوفر خدمات المساعدة اللغوية مجانًا بالنسبة لك. اتصل على الهاتف رقم 1-800-524-0149 (رقم الطابعة الهاتفية: 711).

মনোযোগ দিন: আপনি যদি বাংলা ভাষায় কথা বলেন, তাহলে ভাষাগত সহায়তা পরিষেবাগুলি, আপনার জন্য বিনামূল্যে পাওয়া যাবে। ফোন করুন 1-800-524-0149 (TTY: 711)।

သတိပြုရန်- သင် မြန်မာဘာသာစကား ပြောဆိုပါကဘာသာစကားအကူအညီဝန်ဆောင်မှုများကိုအခမဲ့ရရှိနိုင်ပါသည်။ခေါ်ဆိုရန် 1-800-524-0149 (TTY- 711)။

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 1-800-524-0149 (TTY：711)。

XIYYEEFFANNAA: Afaan dubbattu Oroomiffa, tajaajila gargaarsa afaanii, kanfaltiidhaan ala, ni argama. Bilbilaa 1-800-524-0149 (TTY: 711).

AANDACHT: Als u nederlands spreekt, kunt u gratis gebruikmaken van de taalkundige diensten. Bel 1-800-524-0149 (TTY: 711).

ATTENTION: Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-800-524-0149 (ATS: 711).

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: 1-800-524-0149 (TTY: 711).

ध्यान दें: यदि आप हिन्दी बोलते हैं, तो भाषा सहायता सेवाएँ, आप के लिए नि:शुल्क उपलब्ध हैं। कॉल करें 1-800-524-0149 (TTY: 711).

ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 1-800-524-0149 (TTY: 711).

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。1-800-524-0149 (TTY: 711)
まで、お電話にてご連絡ください。

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-800-524-0149 (TTY: 711) 번으로 전화해 주십시오.

ਧਿਆਨ ਦਿਓ: ਜੇ ਤੁਸੀਂ ਪੰਜਾਬੀ ਭਾਸ਼ਾ ਬੋਲਦੇ ਹੋ, ਤਾਂ ਭਾਸ਼ਾਈ ਸਹਾਇਤਾ ਸੇਵਾਵਾਂ ਤੁਹਾਡੇ ਲਈ ਮੁਫ਼ਤ ਉਪਲਬਧ ਹਨ। ਇੱਥੇ ਕਾਲ ਕਰੋ 1-800-524-0149 (TTY: 711).

Wann du [Deitsch (Pennsylvania German / Dutch)] schwetzscht, kannscht du mitaus Koschte ebber gricke, ass dihr helft mit die englisch Schprooch. Ruf selli Nummer uff: Call 1-800-524-0149 (TTY: 711).

UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1-800-524-0149 (TTY: 711).

ATENȚIE: Dacă vorbiți limba română, vă stau la dispoziție servicii de asistență lingvistică, gratuit. Sunați la 1-800-524-0149 (TTY: 711).

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-800-524-0149 (телетайп: 711).

OBAVJEŠTENJE: Ako govorite srpsko-hrvatski, usluge jezičke pomoći dostupne su vam besplatno. Nazovite 1-800-524-0149 (TTY- Telefon za osobe sa oštećenim govorom ili sluhom: 711).

ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-800-524-0149 (TTY: 711).

يرجى الانتباه: إذا كنت تتحدث اللغة العربية السورية، تتوفر لك خدمات المساعدة اللغوية المجانية. يرجىالاتصال بالرقم: 1-800-524-0149 (الهاتف النصي: 711).

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-800-524-0149 (TTY: 711).

УВАГА! Якщо ви розмовляєте українською мовою, ви можете звернутися до безкоштовної служби мовної підтримки. Телефонуйте за номером 1-800-524-0149 (телетайп: 711).

CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-800-524-0149 (TTY: 711).

SIGNATURE PAGE

IN WITNESS THEREOF, the parties have set their hands this first (1st) day of July 2025.

President, Board of Education

President, MREA

Superintendent

MREA Negotiations Team Member

Treasurer

MREA Negotiations Team Member

Assistant Superintendent

MREA Negotiations Team Member

Director of Human Resources

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