



# Personnel Policies and Manual of Operations

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Personnel Policies  
Job Descriptions  
Health Reimbursement Account  
Flexible Spending and Dependent Care Section

**2026**

**Personnel Policies  
Maumee Valley Presbytery**

**SECTION 1 – General Principles**

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Councils higher than the session may employ such staff as is required by the mission of the body in accordance with the principles of unity in diversity (F-1.0403) A Council shall make provision in its manual of administrative operations (G-3.0106) for the process of electing executive staff and the hiring of other staff, the description of the responsibilities of the positions, the methods of performance review, and the manner of termination of employment. (G-3.0104).

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The opportunity to employ staff carries with it the responsibility to develop policies and procedures that encourage effectiveness in work and help to clarify relationships between employees. Such policies and procedures are demonstrated in the following paragraphs.

15 **SECTION 2 – Purpose of Personnel Policy Statements**

This policy statement represents the Presbytery taking seriously the Gospel as applied to social and economic justice. As a Christian organization, the Presbytery has an obligation to apply Christian social ethics to itself as an employer if it expects society to take seriously the Gospel. Further, if it expects those it employs to fulfill their responsibilities, it must express concretely its concern for them as persons. Personnel policies enable the Presbytery to give its best thought and experience to problems before they arise, thus enabling the Presbytery to avoid making policy on the basis of crisis. Policies should be reviewed at least annually. Amendments should be made to keep them current.

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**SECTION 3 -- Style of the Presbytery Personnel System**

The basic style of the Presbytery personnel system is based on a commitment to use the full human resources available. It reflects a management style that is supportive in nature, seeking to secure and maintain the cooperation of all staff that performs certain Presbytery functions. It is a style of shared rights, responsibilities, and accountability.

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30 **SECTION 4 -- Employer Rights and Responsibilities**

**Rights:**

To establish basic work goals consonant with the purpose of Presbytery  
To establish an overall structure designed to best accomplish the basic goals  
To establish and administer a personnel system which can meet the personnel needs of the structure.  
35 To establish position descriptions and qualifications for particular functions and to determine who is qualified and/or can become qualified to perform such functions in accordance with policies of the Presbytery and the Constitution of the Presbyterian Church (U.S.A).

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- To establish and administer a process for compensation, career development, benefits, working conditions, promotions, transfers, dismissals and other phases of employment
- 40 To expect employees to be productive in their assigned functions  
To exercise suitable discipline.

### **Responsibilities**

- To be faithful to the purpose of the organization;
- 45 To provide opportunity for employee participation in the development and administration of personnel policies, allowing adequate time during regular working hours for such participation;  
To conduct for all employees regular performance reviews and evaluations and to give them an opportunity to participate in evaluating their own performance
- 50 To assure that policies and administration of them are consonant with the rights of the employees and are supportive of their career objectives. To provide equal opportunity for all employees in all aspects of every phase of employment as outlined in the general requirements of the Presbyterian Church (U.S.A.) affirmative action procedures;  
To provide benefits and working conditions for the general welfare and well-being of all employees in an equitable manner;
- 55 To provide adequate and equitable compensation to employees;  
To assist the employees in meeting their career goals and objectives;  
To establish and maintain open communication with employees on matters concerning their welfare and the Presbytery's interests so that the formulation of personnel policies, procedures and practices is a project in which all levels of management and employee representatives may cooperate;
- 60 To establish and administer a process which provides for the hearing and resolution of complaints and grievances;

## **SECTION 5 -- Employee Rights and Responsibilities**

### **Rights**

- 65 To receive adequate information from which to develop an understanding of their role and function in the total structure of the Presbytery;  
To receive regular information on the quality of their performance;  
To have as much control as possible over their own career development;
- 70 To be kept informed of proposed changes in personnel policies and procedures in order to provide input into the process;  
To participate in establishing personnel policies;  
To participate in the administration of personnel policies, where appropriate, to insure objectivity and fairness (e.g. grievance procedures, job classifications, performance review and evaluation);
- 75 To have working conditions that promotes the general welfare and encourages productivity;  
To receive adequate compensation and other benefits under a fair and open process.

### **Responsibilities**

- 80 To give their best possible performance in their assigned functions;  
To provide requested representation to, and participate fully in, any committee or group on which employees are given representation;  
To see that employee opinion is sought and presented to any appropriate forum dealing with personnel practices and procedures;  
To give adequate time and thought to the input which is provided to such forums;

85 To understand their role and function in the context of the goals of the Presbytery; and to honor their  
commitment to these goals and objectives as agreed upon by their acceptance of employment in the  
Maumee Valley Presbytery

90 **SECTION 6 – General Personnel Policies and Procedures**

**Basic Policies**

Personnel policies are determined by the Central Support Commission and the Presbytery upon  
recommendation by the Personnel Committee. These policies are part of the Manual of Operations and  
95 fall under the provisions of the Form of Government (G-3.0106) provisions in the constitution about  
consultation apply to amendments. Revisions of Policies or Job Descriptions are approved by the  
Council and reported to the Presbytery at the Presbytery’s next stated meeting.

Employment Practices: The Presbytery is committed to Fair Employment Practices, the Affirmative  
Action Practices and Equal Employment Opportunity for all employees in accordance with the guidelines  
100 established by the Form of Government, policies of the General Assembly and in compliance with the  
Civil Rights Acts of 1866, 1964, and 1991, the Age Discrimination Employment Act of 1967, the Equal  
Employment Acts of 1972, the Equal Pay Act of 1963, together with any state laws that may apply to the  
Presbytery as an employer

105 **Employment Categories, Terminology and Procedures**

Employer - The legal corporate employer of all Presbytery staff is the Maumee Valley Presbytery, Inc. a  
legal corporation in the State of Ohio

110 Exempt and Non-Exempt Categories - In accordance with the Fair Labor Standards Act there are exempt  
and non-exempt positions

1) Exempt: Persons employed in exempt positions are not paid overtime wages as defined by  
Federal Law. They are expected to manage their schedules so that they can have a minimum of  
115 one day off each week. Exempt Staff Positions in the Maumee Valley Presbytery are: General  
Presbyter, Stated Clerk, Treasurer, Commissioner Ruling Elder Dean, and other Temporary  
Mission and Ministry Positions which are approved by Ministry Teams, Branches, or  
Committees.

2) Ordained Clergy: In accordance with Federal and State statutes and Church policy, all ordained  
clergy are not subject to withholding for certain taxes, nor are they covered under  
120 Unemployment Insurance. They are, however, included in all other policies which apply to  
employees

3) Non-Exempt: If at all possible, employees are expected to complete work within the normal  
work week. However, persons employed in non-exempt positions shall be paid overtime wages  
125 for hours worked in excess of 40 hours a week. Overtime pay is at the rate of one-and-a-half  
times the hourly rate. Non-exempt positions are the Administrative Assistant/Receptionist and  
the Financial Administrator.

4) Employment of Non-Exempt Staff: Non-exempt staff shall be employed by Central Support  
Commission upon recommendation of the Personnel Team.

130 **Tenure**

For Exempt Staff: Election shall be for an indefinite term where permitted by the Form of Government.  
The Stated Clerk shall be elected for three year term and the Treasurer for a three year term.

135 For Non-Exempt Staff: All non-exempt staff are employed on an “at will” basis. Non-exempt staff shall  
serve for an indefinite period and shall receive an annual performance review and evaluation.  
Termination of the employment agreement with non-exempt staff can be made by either party at any  
time for any reason. It is expected that either party in the employment agreement will provide at least  
two weeks’ notice of termination or salary in lieu of notice.

#### 140 **Positions, Recruitment and Selection**

##### Position Descriptions

- a) A position description shall be required for each exempt position;
- b) Position descriptions shall be required for each non-exempt position established by the Presbytery;
- 145 c) Position descriptions will be reviewed each year at the time of annual review of the incumbent. If the  
position is vacant, the position description shall be reviewed by the Personnel Team of the Central  
Support Commission before the position is advertised.

Validation of Position: All new and vacant exempt positions shall be validated by the Central Support  
Commission.

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##### Recruitment and Selection for Exempt Staff:

Exempt staff members are called with consideration of the rich diversity of the church of Jesus Christ  
and with consideration of both gifts and call necessary for the fulfillment of the particular mission and  
ministry with particular consideration of the Equal Employment Opportunity commitments of the  
155 Presbytery.

##### Recruitment and Selection for Non-Exempt Staff:

Proposals for non-exempt staff positions in MVP shall be submitted to the Personnel Team for review  
and approval. Proposals shall include: 1) A proposed job description, 2) A proposed salary package, 3) A  
160 proposed timeline for hiring and/or implementation.

The Personnel Team shall present the completed staff proposal to Council along with any appropriate  
recommendations.

165 If Central Support Commission approves a staff proposal, the proposal shall be returned to the  
Personnel Team for implementation. Candidates for the position will be interviewed by an interviewing  
committee consisting of two members of the Personnel Team, two members of the unit of Presbytery  
that created the proposed job description, and the General Presbyter (or his/her designee).

170 When the interviewing committee has selected a suitable candidate, it shall report to Council. The  
Council shall hear the report of the interviewing committee and determine whether or not to hire the  
individual.

#### **Other Employment Policies**

175 Conflict of Interest: No employee shall accept any gift, gratuity, or any special favor from any person or  
persons or businesses which provide or receive goods and services or which seek to provide or receive  
goods and services to or from the Presbytery. However, minor courtesies such as luncheons, dinners, or  
similar arrangements in connection with business discussion may be received. In addition, if an  
employee is called upon to participate in a decision in which the interests of the employer conflict with  
180 her or his personal interests, the employee should abstain from participating in the decision. Full-time

185 employees who take on additional responsibilities outside of their work (other employment, education, family commitments) should notify the Personnel Team of such responsibilities. Employees should ensure that such activities do not interfere with the performance of their duties or produce a conflict of interest in the pursuit of those duties. Any question regarding potential conflicts should be reviewed with the Personnel Team through the General Presbyter. All employees shall avoid even the appearance of conflict of interest, special interest, or any other inappropriate conduct. If an employee discovers that she/he may be in a position of conflict of interest, she/he shall immediately report this conflict to the Personnel Team through the General Presbyter.

190 Record Keeping: The Personnel Team shall create and maintain a complete file of all relevant personnel information for each staff member. Each file shall include (but not be limited to) current W-4, I-9, and Ohio 7048 forms, a current job description, a current salary and benefits statement, recent performance reviews, and emergency contact information

195 Privacy: The Presbytery shall establish procedures necessary to guarantee the confidentiality of medical and employment records in accordance with the privacy guidelines established by the General Assembly

200 References: Except when required by law, no information regarding an employee will be given by the employer in writing or orally to any organization including a prospective employer unless the employee has given permission to do so. The employer will verify telephone inquiries for dates of employment and salary and will answer written requests for additional information if the person concerned provides a signed release. Otherwise, only dates of employment and job title will be given.

205 Governmental Investigations: In the event of an inquiry by the police, FBI, or other governmental investigation agency or official concerning the work of the Presbytery, its activities, records, or personnel, or in the event an employee of the presbytery is sought to be queried by such governmental agency, the following shall be the policy in this area:

- (a.) All such inquiries shall be referred to the General Presbyter;
- (b) No information or documents of any kind will be released until the General Presbyter has consulted with and obtained the clearance of legal counsel and the Stated Clerk of the Presbytery.
- (3) The General Presbyter may release information or documents following the consultation and clearance described above or may request the Stated Clerk to release the information or documents.
- (4) Employees shall be informed if there is an inquiry regarding their personnel records.

215 Internet Use by Employees: Users will not disclose internal Presbytery information via the Internet if that information might adversely affect public or member relations, or the Presbytery's public image without the express permission of the Stated Clerk.

220 Right of Review: To properly maintain and manage information assets in support of Presbytery business, management must reserve the right to examine all data stored in or transmitted by the Presbytery's computers and related facilities. Therefore, users should not have expectations of privacy in the use of Presbytery Internet services.

## 225 **SECTION 7 -- Salary Administration**

### **Terms of Call and Appointment**

230 All exempt staff shall be provided with a written employment agreement, which shall be approved by  
the Presbytery. Ordinarily, the clergy employment agreement will be the Terms of Call as outlined in the  
Book of Order (G-2.0804).

### **Salary Policies**

1. Salaries for non-exempt positions will be determined by the Central Support Commission upon  
recommendation of the Personnel Team.
- 235 2. The Presbytery is committed to salary administration principles which will provide: fair pay for  
the work performed; incentive for personal achievement and growth; equity of payment for  
positions of relative value; flexibility to meet the many changes in organization, functions,  
240 positions, and personnel over a period of time. Salary levels will be maintained in a manner  
which results in their being consistent, equitably related to salaries paid by congregations to  
pastors, responsive to changes in the cost of living, and in keeping with the church's philosophy  
and objectives.
- 245 3. Salary for exempt staff is reviewed annually as part of Presbytery's budget development  
process, based upon information on cost of living changes, salary information on pastors in the  
Presbytery from the Board of Pensions, salaries in other presbyteries and not-for-profit  
organizations in cities where the employee works, and in other nearby metropolitan areas.  
Consideration for a salary increase will be given for additional responsibilities and/or additional  
training.
- 250 4. Salary for non-exempt staff will be reviewed at least once a year prior to the formation of the  
budget. Consideration for a salary increase will be given for additional responsibilities and/or  
additional training.
5. Changes in terms of call for an ordained staff member must be approved are-as determined by  
the Presbytery.

### **Withholding**

255 When requested in writing by an employee, the Presbytery may withhold a stated amount from the  
employee's wages for such things as annuities, savings plans, loan payments, and for taxes for ordained  
staff who are exempt from withholding but nevertheless wish to have money withheld from their pay.  
The employee is responsible for administration of the plan and confirming that the correct amount is  
withheld.

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### **Housing Allowance**

In compliance with Federal and State tax laws, Presbytery will assist ordained employees wishing to  
claim exclusion for an allowance to provide a home. The employee is solely responsible for determining  
the proper amount of exclusion, making written request for designation of such an allowance in  
265 advance, filling any forms, and all other administration of the housing allowance provision

### **Honoraria**

Gifts given by a congregation or ministry to an individual member of the Presbytery staff exempt or non-  
exempt are subject to charitable contribution guidelines of the IRS of the United States of America.  
270 Gifts given by an individual to an individual member of the Presbytery Staff may not be received when  
any special favor is implied, received or sought from the individual or from Presbytery.

### **Services to Employers Other Than Presbytery:**

275 Exempt staff may be permitted to perform short-term services for another employer with permission of  
the Presbyter for Common Life and the Personnel Committee.

**Reimbursement of Expenses:**

Authorized expenses incurred by employees in the performance of their work assignments are reimbursed in an adequate and uniform manner utilizing a voucher system.

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**SECTION 8 -- Other Benefits**

**Social Security**

285 All lay personnel are covered by the Federal Old Age and Survivors Benefits Act (Social Security). The employee’s share of the tax is withheld from wages of non-ordained staff. Ordained staff are considered self-employed for social security tax purposes so taxes are neither withheld nor paid for them, unless other arrangements have been made for the personal benefit of the employee.

290 **Pension and Insurance**

1. **Presbyterian Church (U.S.A.) Pension Plan:** Ordinarily, benefits specified in the Employment Agreement or Terms of Call will be provided under the terms of the Presbyterian Church U.S.A. Pension Plan. Dues for coverage shall be paid by the Presbytery.

295 2. **Worker’s Compensation Insurance:** All employees in all locations shall be covered by the Worker’s Compensation law of the appropriate state.

3. **Disability Benefits:** Disability benefits for permanent and total disability are provided by the Presbyterian Church (U.S.A.) Pension Plan.

**Vacation**

300 A vacation with pay is provided for all-employees for rest, refreshment and relaxation. Vacations are not cumulative and must be used within the calendar year, except when special provision has been made by the Personnel Team of the Central Support Commission.

Full time exempt employees are entitled to one full month vacation per year.

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Full time non-exempt employees are entitled to an annual paid vacation, varying with the length of their service with the Presbytery. Vacation for employees who have worked less than one year will be based on a ratio of one day for each two months of employment. After one year of service employees shall receive 10 working days of vacation. For each subsequent year, employees shall receive one day of vacation per year, up to a maximum of 20 working days for ten or more years of service.

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**Holidays**

The following holidays will be observed:

- 1. New Year’s Eve (if on Saturday or Sunday, the adjacent working day) ;
- 315 2. New Year’s Day (if on Saturday or Sunday, the adjacent working day) ;
- 3. Martin Luther King, Jr’ s. Birthday;
- 4. President’s Day;
- 5. Good Friday;
- 6. Memorial Day (conditioned as in a above);
- 320 7. Juneteenth Day (conditioned as in a above);
- 8. Independence Day (conditioned as in a above);
- 9. Labor Day;
- 10. Thanksgiving Day and the following Friday;

325 11. Christmas Day and one additional day (providing two consecutive days off other than Saturday or Sunday;

**Sick Leave**

330 Full time employees are entitled up to 10 working days of sick leave in each calendar year, cumulative up to 120 days. Sick leave entitlement during the first year of employment will be prorated according to length of employment. At the time of termination of employment (either voluntary or involuntary) an employee shall have no claim for pay in lieu of unused sick leave. Sick leave is for personal illness of the employee. An additional three sick days per year are provided for the illness of a member of the immediate family or household. These additional three days may not be accumulated

335 **Leaves of Absence**  
**Leave with Pay**

Leaves of absence, with pay, are provided under the following circumstances with approval by the General Presbyter:

- 340 1) For jury duty and for a regular training period of U. S. Armed Forces (up to two weeks leave) differential pay will be provided to maintain the employee’s usual salary level.
- 2) For marriage of an employee who has been with the Presbytery for one year or longer (up to three days).
- 3) For situations or personal business which cannot be cared for outside of working hours (up to three days annually). Approval three days in advance is expected for non-emergency leave by the General Presbyter. Emergency leave (up to three days) may be granted as need arises.
- 345 4) In case of death in the immediate family (husband, wife, parent, parent-in-law, child, brother, sister, grandparent) the staff member will receive full pay for absence the day of death up to and including the day after the burial. This leave should not exceed four (4) working days
- 350 5) Parental leave for employees: New parents shall receive at least twelve (12) weeks if the employee is the birth parent, and four (4) weeks if the employee is the non-delivering parent. Leave for employees who are adopting shall be at least twelve (12) weeks if the employee is the primary caregiver and four (4) weeks if the pastor is the secondary caregiver.

**Leave Without Pay**

355 Leaves of absence without pay are provided under certain conditions with the approval of the General Presbyter and in consultation with the Personnel Team of the Central Support Commission. To be eligible for unpaid leave the employee must have been employed by the Presbytery for at least one (1) year. The unpaid leave period may be granted for up to, but not to exceed, twelve (12) weeks. The employee should remain in contact with the employer and the employer should have sufficient information regarding the employee’s return to work to plan for work distribution and scheduling. If the employer found it necessary, for business reasons, to fill the position during the employees leave, the employee may be offered a different but comparable position, if available, which the employee is free to accept or decline without prejudice

365 **Moving Expenses for Exempt Employees**

Whenever an employee, whether by new employment or by transfer, is required to move the employee’s place or residence in order to carry out the duties of the position, the Presbytery will pay reasonable costs of packing, crating, moving, temporary storage, and insuring the employee’s household goods and personal effects.

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375 Transportation expenses for the employee and family will be paid to the new location by air fare, rail, automobile or some reasonable combination thereof. In the event that travel is by automobile, reimbursement shall be made at the rate currently being paid by the Presbytery for work related travel, and shall cover one automobile with mileage computed by the most direct route. House hunting expenses (including travel, lodging and meals) will be paid for the employee and spouse for one round trip covering a period not to exceed three (3) days. In unusual circumstances additional time may be made available upon authorization by the General Presbyter.

#### **Continuing Education Leave for Exempt Staff**

380 Up to two weeks annual Continuing Education Leave with pay may be granted within the following guidelines:

- 1) Continuing Education Leave is not additional vacation, but may be taken in conjunction with vacation.
- 385 2) Continuing Education Leave is not automatic, but is directly related to career goals and objectives as well as development skills that are useful to the Presbytery. Therefore, it is granted only when clearly identified targets have been agreed upon by the Personnel Team for the Continuing Education Leave requested.
- 3) Satisfactory provision must be made to cover the employee's work.
- 390 4) Continuing Education Leave may accumulate over a period of up to four years (a total of eight weeks);
- 5) A report on the specific accomplishments of the continuing education leave will be required.

#### **Extended Continuing Education Leave For Exempt Staff**

395 In order to enable employees with specific needs or opportunities to give extended study to subject areas which will contribute to the work of the Presbytery as well as their own technical or professional development, an extended Continuing Education Leave, with pay, may be granted by Central Support and the Personnel Team after five years of continuous service within the following criteria guidelines:

- 400 1) At least five years must have elapsed from the time of any previous extended Continuing Education Leave, and at least one year from any previous two weeks Continuing Education Leave for an extended period of study to be considered
- 2) A detailed written plan of study and clearly identified goals with end-products clearly set forth must be approved by the General Presbyter and Personnel Team long enough in advance to be covered by the Presbytery's budget and staffing plans.
- 405 3) The maximum length of extended Continuing Education Leave will be four months. This may be taken in conjunction with earned vacation within a particular year, but may not be combined with a two weeks Continuing Education Leave.
- 4) The on-going work of the particular position and the total Presbytery's function will be primary factors in considering and granting of extended Continuing Education Leave
- 410 5) An extended Continuing Education leave will not be granted as part of the severance conditions when a staff member leaves the employ of the Presbytery.

415 Following an extended leave, it is expected that a staff member will continue in the employ of the Presbytery for at least three months for each month of leave. If the staff person terminates employment with the Presbytery without fulfilling this expectation, she/he will reimburse the Presbytery for the salary received during the leave according to the percentage of this expectation which is unfulfilled. For example, if the leave was for four months and termination occurs only six months after returning, the staff member would reimburse the Presbytery for 50% of the salary received during the leave. The expectation was for twelve (12) months of continued employment that was only 50% fulfilled

420 **Professional Development Leave for Non-Exempt Employees**

The General Presbyter may approve study leave for non-exempt staff in line with provisions for exempt staff. Concurrence in such approval must be secured from the Personnel Team of the Central Support Commission and will be based upon the mission and ministry emphases of the Presbytery.

425 **SECTION 9 --Annual/Comprehensive Performance Review**

**Exempt Staff:** It is understood that in addition to an annual performance review and evaluation, all exempt staff shall be subject to a comprehensive review and evaluation every five years.

430 **Non-exempt Staff:** An annual performance review and evaluation will be conducted for non-exempt staff by the Personnel Team of the Central Support Commission. A written performance appraisal will be reviewed with the employee, and the supervisor and employee shall sign and date the appraisal.

435 **Corrective Action**

It is the policy of the Presbytery to maintain standards of employee performance, attendance and conduct which will allow the employer to fulfill its missions. The goal of corrective action is to assist an employee to achieve an acceptable level of performance, attendance or conduct.

440 The determination of appropriate corrective action is within the discretion of the General Presbyter. However, to ensure consistent and fair treatment of all employees and to protect the Presbytery and the General Presbyter from liability, the Presbytery should consult with the committee responsible for personnel, appropriate legal counsel or other appropriate resources to determine the history of corrective action for specific actions or performance problems and to assist in determining the appropriate action for individual circumstances. To insure fair and equitable treatment to all employees, 445 the following elements should be part of any correction action:

- 1) The employee should be informed of the unacceptable performance or conduct and advised of the consequences of continued unacceptable actions/performance. If appropriate, an action 450 plan should be developed with the employee to resolve the problem.
- 2) The supervisor should prepare a written report of any corrective action; this report will be retained in the employee's personnel file.
- 3) The employee may respond, in writing, and have the response placed in the employee's 455 personnel file.
- 4) Failure by the employee to respond to a plan for corrective action may result in further actions up to and including dismissal.
- 5) All corrective actions must be administered in a nondiscriminatory manner in compliance with the Presbytery policies on equal opportunity employment and affirmative action.

460 **SECTION 10 -- Termination Policies**

**1. Voluntary separation**

465 Resignation may take place after one month's written notice for exempt employees or after two weeks written notice for non-exempt employee The General Presbyter may waive the period of written notice with discretion. The Central Support Commission shall receive and act upon resignations from

Presbytery staff positions. All employees will be paid the cash equivalent of their unused earned vacation at the date of separation. No severance allowance will be provided for voluntary separation.

470 **2. Reduction of Force**

Separation because of the discontinuation of a project or retrenchment in budget, or for other circumstances arising out of no fault of the employee, is at the discretion of the governing body. Written notice of such separation will come from the Central Support Commission after consultation with the Personnel Team. Six months' notice or pay in lieu of notice will be given to exempt staff and  
475 thirty days' notice or pay in lieu of notice to non-exempt staff. Should re-employment take place before the expiration of the notice period, salary payment will continue only to the actual date when re-employment is achieved. In addition to the above, when notice is given, severance allowance will be given in relation to the length of continuous service with the governing body to the extent of one week per year of service up to a maximum of 12 weeks.

480 **3. Suspension:**

Suspension is a temporary separation pending investigation and occurs following consultation with the person involved by the immediate supervisor. In the case of exempt Presbytery staff, concurrence for suspension is required by the following persons and groups: General Presbyter, Chairperson of the  
485 Personnel Team of the Central Support Commission, and the Moderator of the Presbytery. In the case of non-exempt staff, concurrence shall be required from the General Presbyter and the Chair of the Personnel Team of the Central Support Commission.

Following the suspension the next step is investigation of the facts that led to the suspension. The investigation will be conducted by the Personnel Team on behalf of the Central Support Commission.

490 The team shall notify the suspended person of the right to appear before the Central Support Commission or representatives thereof, with or without advocate, in order to provide the Commission with facts and to defend the person's position.

The third and final step is the decision by the Commission regarding extending the suspension, reinstating the suspended person with or without pay, or discharge.

495 **4. Retirement:**

The Presbyterian Church (U.S.A.) Pension and Benefits Plan provides retirement benefits. (See the provisions of the plan for further information.) An employee may retire as early as age 55, but this may result in less-than-full retirement benefits. (See the provisions of the plan for further information.)

500 Employees who wish to plan for a gradual transition to retirement are encouraged to explore with the Personnel Committee possibilities for alternative responsibilities, part-time responsibilities, special project assignments, or other arrangements which would be beneficial to the employee and the employer

505 **5. Disability:**

Disability is considered to be temporary separation due to physical or mental inability to function on the job. The decision to grant leave shall be made by the Personnel Team of the Central Support Commission in consultation with the General Presbyter. Disability shall be based upon the recommendation of a physician, or physicians. Disability allowance shall be up to six (6) months.

510 **6. Death in Service:**

When the death of an exempt or non-exempt staff member of a governing body occurs, the spouse, dependents or designated beneficiary shall receive a separation allowance. The amount shall be the equivalent of the salary of the deceased for thirty (30) days from the time of death.

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## **SECTION 11 -- Complaint and Grievance Policies and Procedures:**

For the purpose of this policy, a complaint involves concerns or misunderstandings regarding procedures and practices that should be resolved as quickly as possible, facilitated by open channels of communication between staff and supervision, and free of reprisal. A grievance is an allegation of a violation of an approved personnel policy or practice or an applicable State or Federal Law not adequately dealt with in those policies or practices

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### **Grievance involving Sexual Harassment**

The following definitions and procedures were established to create a climate that discourages harassment and demonstrates a commitment to resolve grievances promptly and to provide a positive working environment free from Sexual Harassment, and free from harassment based on race, color, religion, gender, national origin, sexual orientation, age and disability. A thorough and impartial investigation of all grievances will be conducted in a timely and confidential manner. Any employee who has been found, after appropriate investigation, to have harassed another employee will be subject to disciplinary action up to and including termination.

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### **Definitions**

Sexual Harassment is any unwanted sexual advance or demand demeaning, intimidating or coercive. It may include:

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- 1) Requests for sexual favors;
- 2) Unwanted Physical Contact;
- 3) Verbal harassment such as sexual innuendoes, suggestive comments, jokes of a sexual nature, propositions and threats;
- 4) Non-verbal conduct, such as display of sexually suggestive objects or pictures, leering, whistling or obscene gestures and acts of physical aggression, intimidation, hostility, threats, or unequal treatment based on sex (even if not sexual in nature).
- 5) Harassment based on Race, Color, Religion, Gender, National Origin; Age, Sexual Orientation or Disability. Such harassment occurs when verbal or physical conduct defames or shows hostility toward an individual because of his or her race, color, religion, gender, national origin, sexual orientation, age, or disability, or that of the individual's relatives, friends, or associates; creates or is intended to create an intimidating, hostile, or offensive working environment; interferes or is intended to interfere with an individual's work performance; or otherwise adversely affects an individual's employment opportunities.

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### **Procedures**

In order to deal promptly and fairly with all complaints and grievances of employees, the following steps must be taken:

- a) The complaining party should report the complaint and/or harassing conduct immediately to his or her supervisor or, if that individual is responsible for the complaint and/or harassment, to the General  
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Presbyter, or if the General Presbyter is the alleged offender, to the Personnel Team.
- (b) If not satisfied with the supervisor's action, there will be discussion with the General Presbyter, who will assist in trying to reach a fair and equitable solution.
- (c) If dissatisfied with the action of the General Presbyter, the complaining party will appeal to the  
560  
Personnel Team of the Central Support Commission through the chairperson, who will seek to resolve the issue in consultation with all parties involved.

(d) Employees serving in elected or called positions in the Presbytery are further bound and advised by the Presbytery's Covenant of Sacred Trust, the Manual of Operations and the Book of Order

565 **SECTION 12 -- Policies for Part Time Staff**

Part time employees are those who are employed to work less than 37.5 hours per week. If they are not temporary, and are employed at least 20 hours a week, they are eligible for the following:

- 570 A. Holiday Pay, if the holiday falls on one of the regularly scheduled working days for that part time employee.
- B. Jury Duty differential pay.
- C. Regular pay up to 40 hours; time-and-a-half pay over 40 hours in any work week.
- D. Workers Compensation.
- 575 E. Social Security participation.
- F. Part time employees who are eligible may be enrolled in the Pension and Benefits Plan of the Presbyterian Church (U.S.A.) at their request.
- G. If a part time employee is later placed on full time basis, prorated service credit will be given from the first day of the part time employment for sick leave and vacation benefits.
- 580 H. Part-time employees are granted vacations according to the following schedule:
  - 1 week after one year of service
  - 2 weeks after four years of service
  - 3 weeks after seven years of serviceThe number of hours paid vacation will equal the number of hours of a normal work week.
- 585

**SECTION 13 -- Benefits for Temporary Employees**

590 Those employed for a short period, usually less than three months, are not paid for holidays, sick leave, or other leaves, and do not earn vacation leave during their temporary employment. They are not eligible for the Pension Plan. If they work more than forty (40) hours in one work week, they will be paid time-and-a-half for hours worked above forty (40) hours.

**Active Job Descriptions  
Maumee Valley Presbytery**

- 5
1. General Presbyter
  2. Stated Clerk
  3. Treasurer
  4. Financial and Office Administrator
  5. Associate for Ministry Vitality
  6. Information Technology and Communication Specialist
- 10
7. Limited Third Party Claims Administrator

For other approved job descriptions, see the M: Drive - PERSONNEL

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## *General Presbyter Job Description*

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I.       **TITLE:**                   **GENERAL PRESBYTER**

II.       **PURPOSE:**           The General Presbyter shall provide pastoral and Administrative leadership as Maumee Valley Presbytery.

The Presbytery “strives to fulfill its mission which is to live as a covenant community, transforming individuals and communities in the name of Jesus Christ, making healthy transitions as leaders”.

III.      **POSITION RELATIONSHIP AND ACCOUNTABILITY** The General Presbyter is called and elected by the Maumee Valley Presbytery. The position may be for a specified term. The General Presbyter undergoes a yearly evaluation of performance and compensation in keeping with the Personnel reviews found in the Administrative Manual of the Maumee Valley Presbytery.

The Council/Presbytery shall make provision in the manual of administrative operations for the process of election, the description of responsibilities, the method of performance review and the manner of termination of employment.

**IV.       RESPONSIBILITIES**

The General Presbyter will pray for and with the congregations, pastors and leaders of the Presbytery, providing seasonal occasions for the development of the Biblical disciplines of the Spiritual Life.

The General Presbyter oversees the pastoral care of the clergy of Maumee Valley Presbytery and their families, especially in times of special need.

The General Presbyter will lead and assist the Presbytery as a whole and the ministries in particular with focusing upon essential elements of the Presbytery’s mission and ministry.

The General Presbyter will encourage congregations, specifically those who are moving through transitions and change. The Presbyter works with the appropriate entities to encourage healthy transitions and healthy leadership.

The Presbyter provides administrative and pastoral support for the work, ministry, mission and vision of Maumee Valley Presbytery.

**V.       SKILLS AND ABILITIES**

The General Presbyter must be a ruling elder or teaching elder with spiritual maturity, Christian character, a solid understanding of the Presbyterian Church, (USA) and who models authenticity and

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## *General Presbyter Job Description*

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intentionality. The job of General Presbyter requires a firm spiritual foundation, excellent communication and organizational skills, computer literacy and excellent team building skills.

The General Presbyter must be a faithful worship leader, with Biblical insight and knowledge, and able to articulate theologically, the movements of God throughout the Presbytery.

S/He must exhibit working knowledge of the Constitution of the Presbyterian Church, USA and the Manual of Operations of Maumee Valley Presbytery.

The General Presbyter must be able to say, “yes” and “no” in a tactful manner and live with the consequences of either decision. The Presbyter must have the ability to assist the Presbytery in identifying areas of strength and opportunities for growth. He/she must be able to establish priorities and live a balanced life in the midst of many competing interests and demands.

The General Presbyter shall maintain a relationship of trust and confidentiality and hold in confidence all information revealed to them in the course of providing care and all information relating to the exercise of limited pastoral service. Serving with energy, intelligence, imagination and love, the Presbyter will be loyal to Jesus Christ and the Church Universal.

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*Stated Clerk Job Description*

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- I.     **TITLE:**                   **STATED CLERK OF MAUMEE VALLEY PRESBYTERY**
- II.    **PURPOSE:**            The Stated Clerk shall record the transactions of the Council known as Maumee Valley Presbytery, keep its rolls and preserve its records.
- III.   **POSITION RELATIONSHIP AND ACCOUNTABILITY** The Stated clerk is elected by the Maumee Valley Presbytery upon recommendation by the Personnel Team of the Central Support Commission for a three year term of office

The Council/Presbytery shall make provision on the manual of administrative operations for the process of election, the description of responsibilities, the method of performance review and the manner of termination of employment.

**IV.    RESPONSIBILITIES**

The Presbytery shall elect a clerk who:

1. Records the transactions of the Council;
2. Keep its rolls of membership and attendance;
3. Preserve its records and furnish extracts from them when required by another council of the church;
4. Serve as parliamentarian to the Moderator at the meetings of the Presbytery;
5. Interprets, with wisdom, the Administrative Manuals of the Presbytery of Maumee Valley and the Form of Government and Book of Order of the PCUSA.

**V.     SKILLS AND ABILITIES**

The Stated Clerk must be a ruling elder or teaching elder.

The Stated Clerk must exhibit competent knowledge of the Standing Rules, Administrative Manual and Policies and Procedures of Maumee Valley presbytery

The Stated Clerk “shall maintain a relationship of trust and confidentiality and shall hold in confidence all information revealed to them in the course of providing care and all information relating to the exercise of limited pastoral service” (G. 4.0301 Form of Government). Serving with energy, intelligence, imagination and love, the Stated Clerk will be loyal to Jesus Christ and the Church Universal.

The Stated Clerk shall serve ex-officio on the Central Support Commission of the Maumee Valley Presbytery.

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## *Treasurer Job Description*

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- I.     **TITLE:**                 **Treasurer**
- II.    **PURPOSE:**            The Treasurer provides oversight of the financial processes and procedures of the Council known as the Maumee Valley Presbytery.
- III.   **POSITION RELATIONSHIP AND ACCOUNTABILITY** The Treasurer is elected by the Maumee Valley Presbytery upon recommendation by the Budget and Finance Team of Central Support Commission for a three year term of office which is renewable upon recommendation of the Budget and Finance Team. S/he serves without compensation and is accountable to the General Presbyter, as head of staff. The treasurer shall be bonded.

The Treasurer undergoes a yearly consultation of performance in keeping with the Personnel reviews found in the Administrative Manual of the Maumee Valley Presbytery.

The Council/Presbytery shall make provision in the manual of administrative operations for the process of election, the description of responsibilities, the method of performance review and the manner of termination of employment.

#### **IV.     RESPONSIBILITIES**

The Presbytery of Maumee Valley may elect a Treasurer who provides for oversight of the financial reporting and work of the Budget and Finance Team of the Central Support Commission.

The treasurer's responsibilities shall include:

1. Interpret the Presbytery's financial condition to the Budget and Finance Committee at regularly stated meetings;
2. Attend quarterly meetings of the Presbytery Central Support Commission
3. Be authorized to sign checks when presented with adequate documentation as described in the Presbytery's Manual of Administration;
4. Present and interpret quarterly financial statements to the Maumee Valley Presbytery;
5. Provide administrative oversight for files related to loans, notes, mortgages and investments in keeping with the Presbytery's Manual of Administration;
6. Provide year end analysis of Per Capita and Mission Income and Expense of the ministry units of Maumee Valley Presbytery.

#### **V.     PERSONAL QUALITIES**

The Treasurer must be a ruling or teaching elder of a Presbyterian Church USA congregation. The Treasurer shall "maintain a relationship of trust and confidentiality, and shall hold in confidence all

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### *Treasurer Job Description*

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information revealed to them in the course of providing care and all information relating to the exercise of limited pastoral service (G-4.0301 Form of Government). Serving with energy, intelligence, imagination and love, the Treasurer will be loyal to Jesus Christ and the Church universal.

The Treasurer shall serve ex-officio on the Central Support Commission of the Maumee Valley Presbytery.

#### **VI. COMPENSATION**

The treasurer will be reimbursed for mileage at the approved IRS rate for professionals and will be reimbursed for expenses related to the office of Treasurer upon presentation of an approved voucher.

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*Financial and Office Administrator Job Description*

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- I. **TITLE:** **Financial and Office Administrator**
- II. **PURPOSE:** The Financial and Office Administrator shall keep an accurate and up to date record of the financial transactions and condition of the presbytery.
- III. **POSITION RELATIONSHIP AND ACCOUNTABILITY** The Financial and Office Administrator shall be hired by the Personnel Team of the Central Support Commission of the Council known as the Maumee Valley Presbytery. S/he is under the direct supervision of the General Presbyter and provides oversight for office support staff and financial processes. S/he is also directly accountable to the treasurer of the presbytery.

The manual of administrative operations describes hiring practices, responsibilities, the method of performance review and the manner of termination of employment.

**IV. RESPONSIBILITIES.**

The Financial Administrator /Office Administrator shall

1. Provide bookkeeping services for the financial ministries of the Council known as the Maumee Valley Presbytery, including but not limited to recording, and maintaining all financial transactions, disbursements, payroll, monthly and annual financial reports and other services related to financial and treasury services in keeping with standard accounting practices as outlined in the Presbytery's Manual of operations.
2. Track and record per capita and mission benevolences, prepare and mail the per capita apportionment statements quarterly and annually, reconcile bank statement monthly and provide ongoing communication with congregations and contributors.
3. Coordinates with the General Presbyter and Stated Clerk regarding all internal and external office communications, providing clerical support to the General Presbyter and commissions/committees preparing correspondence and reports: this includes mass emails, minister files, CRE coursework/certification, preparing and sending End of Year Reports, newsletter, and managing and producing the directory, liaisoning with the Associate for Ministry Vitality and Treasurer as needed.
4. Provides support service for Trustees, Leadership Commission (Committee on Ministry), Central Support Commission, Moderator, and related parties; which include digital archival of minutes, maintaining minister files (terms of call papers, new minister information, etc.), copies of policies, etc.
5. Maintain a neat, orderly and professional office environment;

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## *Financial and Office Administrator Job Description*

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6. Provides financial services for mission and ministries approved through the Budget and Finance Team of the Central Support Commission of Maumee Valley Presbytery. S/he shall interpret the financial practices to the constituents and make recommendations regarding policy changes to the Budget and Finance ministries.
7. Provide bookkeeping support for new church developments and closed churches as needed.
8. Attend meetings of the Budget and Finance Team, preparing and maintaining financial records such as Presbytery loans, monthly financial statements, mission pledge and per capita reports; take the minutes
9. Approve vouchers for budgeted expenditures in keeping with Presbytery financial procedures;
10. Prepare and provide all financial files and reports for the annual audit review and work with the auditors through the completion of the audit.
11. The Financial Administrator/Office Administrator is also the Presbytery's liaison with the Board of Pensions.
12. Works with the Stated Clerk and General Presbyter in maintaining the digital and hard-copy minister and church files of the presbytery, coordinating with Presbyterian Historical Society when necessary.

### **V. PERSONAL QUALITIES**

The Financial Administrator and Office Manager must have experience and training in office procedures, bookkeeping and accounting practices, a knowledge of and experience in Microsoft Word, Excel, PowerChurch, QuickBooks and Presbytery Office Manager System. The qualified candidate must be detail oriented, thorough and accurate and possess excellent written and oral communication and math skills. S/he must be bonded.

The Financial and Office Administrator must exhibit competent knowledge of the Standing Rules and the Administrative Manuals. The Financial and Office Administrator "shall maintain a relationship of trust and confidentiality and shall hold in confidence all information revealed to them in the course of providing care and all information relating to the exercise of limited pastoral service" (G-4.0301 Form of Government). Serving with energy, intelligence, imagination and love, the Financial Administrator/Office Administrator will be loyal to Jesus Christ and the Church Universal.

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*Associate for Ministry Vitality Job Description*

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I. **TITLE:** **Associate for Ministry Vitality**

II. **PURPOSE:** The Associate for Ministry Vitality's primary functions are to provide staff support to the work of the Leadership Commission and the Discipleship Commission, and to serve as a resource for congregations and pastors within the Maumee Valley Presbytery.

III. **POSITION RELATIONSHIP AND ACCOUNTABILITY** The Associate for Ministry Vitality is supervised by and works closely with the General Presbyter. S/he is appointed by the Personnel Team of the Central Support Commission upon recommendation of the General Presbyter.

The Council/Presbytery shall make provision in the manual of administrative operations for the process of hiring, the description of responsibilities, the method of performance review and the manner of termination of employment.

**IV. RESPONSIBILITIES**

The Associate for Ministry Vitality will:

- Serve as a point of contact for congregations and pastors in regard to congregational vitality;
- Assist and work with congregations interested in or pursuing congregational development or revitalization; and recommending processes, policies, and structures to facilitate that work;
- Help facilitate the work of the Leadership Commission and Regional Teams, including:
  - o Offering input on the agenda for meetings and attending those meetings;
  - o Providing training and resources to new members of LC's three Regional Teams;
- Support pastors and sessions in developing appropriate training for elders, deacons, and other church leaders, in coordination with Discipleship Commission;
- Suggest resources to congregations and pastors on Congregational Vitality and provide input for the Presbytery's webpages providing online access to resources;
- Stay current on denominational and other vitality efforts;
- Assist congregations with congregational assessments, including Holy Cow! Consulting, and assist congregations with next steps following assessment;
- Maintain good relationships with minister members and commissioned pastors
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**V. PERSONAL AND PROFESSIONAL QUALITIES**

- Familiar with Presbyterian polity, preferably have experience at their church searching for a pastoral leader or previous committee on ministry experience.

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### *Associate for Ministry Vitality Job Description*

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- An ordained Ruling Elder or Teaching Elder
- Shows strong organizational skills, including time management and ability to prioritize,
- Demonstrates strong verbal and written communication skills;
- Has good presentation skills;
- Has good listening skills;
- Maintains confidentiality;
- Demonstrates appropriate and boundaried expressions of care;
- Is a creative problem-solver;
- Encourages others to discover and engage their gifts and skills in service to the church; expresses appropriate concern for the well-being of others,
- Projects a calm demeanor in difficult situations;
- Is a team player with a collaborative and flexible working style;
- Is able to work with people of various ages, genders, ethnicities, and theological frameworks;
- Understands Family Systems Theory (or is willing to be trained);
- Demonstrates deep knowledge of the structure of polity and functioning of the Presbyterian Church (USA);
- Demonstrates proficiency in Microsoft products, document management programs, databases, and other platforms for information sharing; and
- Knows change management approaches.
- The Associate “shall maintain a relationship of trust and confidentiality and shall hold in confidence all information revealed to them in the course of providing care and all information relating to the exercise of limited pastoral service” (G-4.0301 Form of Government).
- Serving with energy, intelligence, imagination and love, the Associate for Connectional Ministry will exhibit qualities of loyalty to Jesus Christ and the Church Universal.

I. **TITLE: INFORMATION TECHNOLOGY AND COMMUNICATION SPECIALIST**

II. **PURPOSE:** The Information Technology and communication specialist will provide support services for website maintenance and Facebook presence.

III. **POSITION RELATIONSHIP AND ACCOUNTABILITY** The Information Technology and Communication Specialist is supervised by the Financial/Office Administrator, and is accountable to the General Presbyter. S/he is hired by the Personnel Team of the Central Support Commission upon recommendation of the General Presbyter and Financial/Office Administrator.

The Council/Presbytery shall make provision in the manual of administrative operations for the process of hiring, the description of responsibilities, the method of performance review and the manner of termination of employment.

IV. **RESPONSIBILITIES**

1. To provide information technology services for the mission and ministries of the Presbytery of Maumee Valley specifically the maintenance of the Presbytery's website;
2. To monitor and utilize the Facebook presence of Maumee Valley Presbytery to communicate positively regarding the mission and ministry of the presbytery at least 3 times per week.

V. **SKILLS AND ABILITIES**

The Information Technology/Communication Specialist must have experience and training in the maintenance of the website ( <http://maumeevp.org/> ), the Presbytery's Facebook presence and possess communication skills and a demonstrated ability to work with the public in a cordial and businesslike manner.

The individual must have excellent verbal and written communication skills, including excellent spelling and grammar skills. It is preferred that the person exhibit working knowledge of the Presbyterian Church, USA. The person shall maintain a relationship of trust and confidentiality, and shall hold in confidence all information revealed to them in the course of fulfilling the job description.

Serving with energy, intelligence, imagination and love, the Information Specialist will exhibit qualities of loyalty to Jesus Christ and the Church Universal.

VI. **COMPENSATION**

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*Information Technology and Communication Specialist Job Description*

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The position is \$500 per month, with an expectation of approximately 5 hours of work per week – accomplished virtually.

**TITLE: LIMITED THIRD PARTY CLAIMS ADMINISTRATOR**

I. **PURPOSE:** The Limited Third Party Claims Administrator for Tax Advantaged Plans will assist churches within the Maumee Valley Presbytery process claims for reimbursement under Section 125 plans, insuring adherence to federal regulations while providing confidentiality of medical information. The position is a temporary position to fulfill a specific need of the Presbytery.

II. **POSITION RELATIONSHIP AND ACCOUNTABILITY** The Limited Third Party Claims Administrator shall be hired by the Personnel Team of the Central Support Commission of the Council known as the Maumee Valley Presbytery. S/he is under the direct supervision of the Financial/Office Administrator and is directly accountable to the entities who have contracted for the position.  
The manual of administrative operations describes hiring practices, responsibilities, the method of performance review and the manner of termination of employment.

III. **RESPONSIBILITIES** The Limited Third Party Claims Administrator will:  
Receive claims from employees of churches and entities under the jurisdiction of the Maumee Valley Presbytery for use of Tax Advantaged Plans such as Dues or Flexible Spending Accounts, Dependent Day Care Accounts and other Section 125 plans as adopted by the Sessions and/or Authorizing Boards.

Review claims for compliance. If additional documentation is needed, correspond with the claimant via email, outlining what is required, or issue a rejection based upon non-compliance with the regulations.

Maintain confidential medical documentation for claims.

Give authorization to individual church treasurers or authorized payer for a dollar amount of payment.

Claims would be handled once a month by the 25<sup>th</sup> of the month.

**IV. PERSONAL QUALITIES**

The individual must demonstrate understanding of and competence in administrating the Section 125 plans.

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*Limited Third Party Claims Administrator Job Description*

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The individual must be knowledgeable about the regulations governing the plan,

The Limited Third Party Claims Administrator “shall maintain a relationship of trust and confidentiality and shall hold in confidence all information revealed to them in the course of providing care and all information relating to the exercise of limited pastoral service” (G- 4.0301 Form of Government). Serving with energy, intelligence, imagination and love, the Limited Third Party Claims Administrator will be loyal to Jesus Christ and the Church Universal.

**V. Compensation**

The position will ~~require at least 2 hours a month which will be compensated from October 1, 2014 to January 31, 2015 at the rate of \$10 per hour. This initial set up period will likely involve more than 2 hours. The number of hours will be submitted to Beth Wenner at [bwenner@maumeevp.org](mailto:bwenner@maumeevp.org) by the 25<sup>th</sup> of the month.~~

The Third Party Claims Administrator will be compensated for mileage at the approved IRS rate for professionals. (~~56 per mile as of October 1, 2014~~) plus other expenses such as paper, printer cartridges, postage, necessary telephone charges and files.

**Health Reimbursement Account  
Maumee Valley Presbytery**

**ARTICLE I.**

5

**THE PLAN**

**1.1 Establishment of the Plan**

10 Maumee Valley Presbytery, Inc. (The "Employer") has established the Maumee Valley Presbytery Health Reimbursement Account Plan (the "Plan") effective August 27, 2012. This Plan is intended to permit an Eligible Employee to obtain reimbursement of Medical/Dental/Prescription Expenses on a nontaxable basis from his or her HRA Account. A full account of the Plan is provided

**1.2 Legal Status**

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This Plan is intended to qualify as an employer-provided medical reimbursement plan under Sections 105 and 106 of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations issued hereunder, and as a health reimbursement arrangement ("HRA") as defined under IRS Notice 2002-45, and shall be interpreted to accomplish that objective. (Sections 105 & 106 talk about reimbursements being excludable from taxable income, w/exceptions)

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The Medical/Dental/Prescription Expenses reimbursed under the Plan are intended to be eligible for exclusion from Participants' gross income under Code Section 105(b).

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**ARTICLE II.**

**DEFINITIONS**

**2.1 Definitions**

30

"**Administrator**" means Maumee Valley Presbytery

"**Benefits**" means the reimbursement benefits for Medical/Dental/Prescription Expenses described under Article V.

35

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Compensation**" means the wages or salary paid to an Employee by the Employer.

40

"**Covered Individual**" means, for purposes of Article V, a Participant, Spouse, or Dependent.

"**Dependent**" means (a) any individual who is a Participant's child as defined by Code Section 152(f) (1) and who has not attained age 26 and (b) any tax dependent of a Participant as defined in Code Section 105(b) (including a domestic partner if he or she so qualifies) ; provided, however, that any child to whom Code Section 152(e) applies (regarding a child of divorced parents, etc., where one or both parents have custody of the child for more than half of the calendar year and where the parents together provide more than half of the child's support for the calendar year) is treated as a dependent

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of both parents. Notwithstanding the foregoing, the HRA Account will provide Benefits in accordance with the applicable requirements of any qualified medical child support order (“QMCSO”) even if the child does not meet the definition of “Dependent.”

50 **“Effective Date”** of this Plan means August 27, 2012.

**“Eligible Employee”** means an Employee eligible to participate in this Plan, as provided in Section 3.1.

55 **“Employee”** means an individual that the Employer classifies as a common-law employee and who is on the Employer’s W-2 payroll, but does not include the following: (a) any leased employee (including but not limited to those individuals defined as leased employees in Code Section 414(n) ) or an individual classified by the Employer as a contract worker, independent contractor, temporary employee, or casual employee for the period during which such individual is so classified, whether or not any such individual is on the Employer’s W-2 payroll or is determined by the IRS or others to be a common-law employee of the Employer; (b) any individual who performs services for the Employer  
60 but who is paid by a temporary or other employment or staffing agency for the period during which such individual is paid by such agency, whether or not such individual is determined by the IRS or others to be a common-law employee of the Employer; and (c) any self-employed individual; The term “Employee” does include “former Employees” for the limited purpose of allowing continued eligibility for Benefits under the Plan in accordance with Section 3.2.

65 **“Employer”** means Maumee Valley Presbytery.

**“Employment Commencement Date”** means the first regularly-scheduled working day on which the Employee first performs an hour of service for the Employer for Compensation.

70 **“Full time employment”** means working a minimum of 35 hours per week in a plan year.

**“ERISA”** means the Employee Retirement Income Security Act of 1974, as amended.

75 **“HIPAA”** means the Health Insurance Portability and Accountability Act of 1996, as amended.

**“HRA”** means a health reimbursement arrangement as defined in IRS Notice 2002-45.

80 **“HRA Account”** means the HRA Account described in Section 5.4.

**“Medical/Dental/Prescription Expenses”** has the meaning defined in Section 5.3.

85 **“Participant”** means an individual who is an Eligible Employee and who is participating in this Plan in accordance with the provisions of Article III.

**“Period of Coverage”** means the Plan Year, with the following exceptions: (a) for Eligible Employees who first become Participants, it shall mean the portion of the Plan Year following the date participation commences, as described in Section 3.1; and (b) for Participants who terminate participation, it shall mean the portion of the Plan Year prior to the date participation terminates, as described in Section 3.2.  
90 A different Period of Coverage (*e.g.*, a calendar month) may be established by the Administrator and communicated to Participants.

“Plan” means the Maumee Valley Presbytery Health Reimbursement Account Plan as set forth herein.

95 “Plan Year” means the 12-month period commencing January 1 and ending on December 31, except in the case of a short plan year resulting from a change in the Plan Year, in which case the Plan Year shall be the entire short plan year.

100 “Protected Health Information” shall have the meaning described in 45 CFR Section 160.103 and generally includes individually identifiable health information held by, or on behalf of, the Plan.

“Spouse” means an individual who is legally married to a Participant as determined under applicable state law (and who is treated as a spouse under the Code).

## 105 ARTICLE III.

### ELIGIBILITY AND PARTICIPATION

#### 3.1 Eligibility to Participate

110 An individual is an Eligible Employee and may participate in this Plan if the individual is a permanent fulltime Employee participating in the Board of Pension medical plan. Once an Employee becomes an Eligible Employee by meeting the Plan’s eligibility requirements, the Eligible Employee’s coverage under the Plan as a Participant will automatically commence on the first day of the Plan Year following employment.

#### 115 3.2 Termination of Participation

A Participant will cease to be a Participant in this Plan upon the earlier of:

-the termination of this Plan; or

120 -the date on which the Employee ceases to be an Eligible Employee because of retirement, termination of employment, layoff, reduction in hours, or any other reason.

Reimbursements from the HRA Account after termination of participation will be made pursuant to Section 5.6c (relating to a run-out period for submitting claims incurred prior to termination) .

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## ARTICLE IV.

### BENEFITS OFFERED AND METHOD OF FUNDING

#### 4.1 Benefits Offered

130 When an Eligible Employee becomes a Participant in accordance with Article III, an HRA Account will be established for such Participant to receive Benefits in the form of reimbursements for Medical/Dental/Prescription Expenses, as described in Article V. In no event shall Benefits be provided in the form of cash or any other taxable or nontaxable benefit other than reimbursement for Medical/Dental/Prescription Expenses.

#### 135 4.2 Employer and Participant Contributions

(a) *Employer Contributions.* The Employer funds the full amount of the HRA Accounts.

(b) *Participant Contributions.* There are no Participant contributions for Benefits under the Plan

### 4.3 Funding This Plan

140 All of the amounts payable under this Plan shall be paid from the general assets of the Employer, or if  
elected by the Employer, shall be held in trust. Nothing herein will be construed to require the Employer  
or the Administrator to maintain any fund or to segregate any amount for the benefit of any Participant,  
and no Participant or other person shall have any claim against, right to, or security or other interest in  
any fund, HRA Account or asset of the Employer from which any payment under this Plan may be made.

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## ARTICLE V.

### HEALTH REIMBURSEMENT BENEFITS

#### 5.1 Benefits

150

The Plan will reimburse a Participant for any expense for "medical care" as that term is defined in  
Section 213(d) (1) of the Internal Revenue Code, up to the unused amount in such Participant's HRA  
Account, as set forth and adjusted under Section 5.2

#### 5.2 Maximum Benefits

155

The employer will determine one month (November 30) prior to the new plan year, the maximum  
amount each participant will be eligible to be reimbursed in the new plan year. Any balance from the  
current year remaining in the participant's HRA account on December 31st will be in addition to the  
maximum for the new plan year.

#### 5.3 Establishment of HRA Account

160

The Administrator will establish and maintain an HRA Account with respect to each Participant. The HRA  
Account so established will merely be a recordkeeping HRA Account with the purpose of keeping track  
of contributions and available reimbursement amounts.

165

(a) *Crediting of HRA Account.* A Participant's HRA Account will be credited at the beginning of each  
calendar month with an amount equal to the applicable maximum dollar limit for the Period of Coverage  
divided by the number of months in that Period of Coverage (*e.g.*, divided by 12 in a 12-month Plan  
Year), increased by any carryover of unused HRA Account balances from prior Periods of Coverage.

170

(b) *Debiting of HRA Accounts.* A Participant's HRA Account will be debited during each Period of  
Coverage for any reimbursement of Medical/Dental/Prescription Expenses incurred during the Period of  
Coverage.

175

(c) *Available Amounts.* The amount available for reimbursement of Medical/Dental/Prescription  
Expenses is the amount credited to the Participant's HRA Account under subsection (a) reduced by prior  
reimbursements debited under subsection (b).

#### 5.4 Carryover of HRA Accounts

180

185 If any balance remains in the Participant's HRA Account for a Period of Coverage after all reimbursements have been made for the Period of Coverage, such balance shall be carried over to reimburse the Participant for Medical/Dental/Prescription Expenses incurred during a subsequent Period of Coverage. Upon termination of employment or other loss of eligibility, such Participant's coverage shall cease as of termination date and expenses incurred after such time shall not be reimbursed and any HRA benefit payments that are unclaimed (e.g. unwashed benefit checks) by the close of the Plan Year following the Period of Coverage in which the Medical/Dental/Prescription Expense was incurred shall be forfeited.

## 190 **5.5 Reimbursement Procedure**

195 (a) *Timing.* Within 30 days after receipt by the Administrator of a reimbursement claim from a Participant, the Employer will reimburse the Participant for the Participant's Medical/Dental/Prescription Expenses (if the Administrator approves the claim), or the Administrator will notify the Participant that his or her claim has been denied. The 30-day time period may be extended for an additional 15 days for matters beyond the control of the Administrator, including in cases where a reimbursement claim is incomplete. The Administrator will provide written notice of any extension, including the reasons for the extension, and will allow the Participant 45 days in which to complete an incomplete reimbursement claim.

200 (b) *Documentation* A Participant or any other person entitled to benefits from the Plan (a "Claimant") may apply for such benefits by completing and filing a claim with the Plan Administrator. Any such claim shall include all information and evidence that the Plan Administrator deems necessary to properly evaluate the merit of and to make any necessary determinations on a claim for benefits. The Plan Administrator may request any additional information necessary to evaluate the claim.

205 (c) *Reimbursements After Termination.* When a Participant ceases to be a Participant under Section 3.2, the Participant will not be able to receive reimbursements for Medical/Dental/Prescription Expenses incurred after his or her participation terminates. However, such Participant (or the Participant's estate) may claim reimbursement for any Medical/Dental/Prescription Expenses incurred during the Period of Coverage prior to termination of participation; provided, however, that the Participant (or the Participant's estate) files a claim within 90 calendar days from the date he ceased to be a Participant under Section 3.2 in which the Medical/Dental/Prescription Expense arose.

## 215 **ARTICLE VI.**

### **RECORDKEEPING AND ADMINISTRATION**

#### 220 **6.1 Administrator**

The administration of this Plan shall be under the supervision of the Administrator. It is the principal duty of the Administrator to see that this Plan is carried out, in accordance with its terms, for the exclusive benefit of persons entitled to participate in this Plan without discrimination among them.

#### 225 **6.2 Powers of the Administrator**

230 The Administrator shall have such duties and powers as it considers necessary or appropriate to  
discharge its duties. It shall have the exclusive right to interpret the Plan and to decide all matters  
hereunder, and all determinations of the Administrator with respect to any matter hereunder shall be  
conclusive and binding on all persons. Without limiting the generality of the foregoing, the  
Administrator shall have the following discretionary authority:

- 235 (a) to construe and interpret this Plan, including all possible ambiguities, inconsistencies, and  
omissions in the Plan and related documents, and to decide all questions of fact, questions relating to  
eligibility and participation, and questions of Benefits under this Plan;
- (b) To prescribe procedures to be followed and the forms to be used by Employees and Participants to  
enroll in and submit claims pursuant to this Plan;
- (c) To prepare and distribute information explaining this Plan and the Benefits under this Plan in such  
manner as the Administrator determines to be appropriate;
- 240 (d) To request and receive from all Employees and Participants such information as the Administrator  
shall from time to time determine to be necessary for the proper administration of this Plan;
- (e) To furnish each Employee and Participant with such reports with respect to the administration of  
this Plan as the Administrator determines to be reasonable and appropriate;
- (f) To receive, review, and keep on file such reports and information concerning the Benefits covered  
245 by this Plan as the Administrator determines from time to time to be necessary and proper;
- (g) To sign documents for the purposes of administering this Plan, or to designate an individual or  
individuals to sign documents for the purposes of administering this Plan;
- (h) to secure independent medical or other advice and require such evidence as it deems necessary to  
decide any claim or appeal; and
- 250 (i) To maintain the books of accounts, records, and other data in the manner necessary for proper  
administration of this Plan and to meet any applicable disclosure and reporting requirements.

### **6.3. Named Fiduciary & Reliance on Participant; Compliance with ERISA, HIPAA, etc.**

- 255 (a) Maumee Valley Presbytery is the named fiduciary for the Plan for purposes of ERISA Section  
402(a). Section 402(a) of ERISA provides that every employee benefit plan shall be established and  
maintained pursuant to a written instrument. This instrument must provide for one or more named  
fiduciaries that have authority to control and manage the operation and administration of the plan. The  
named fiduciaries for Maumee Valley Presbytery for the Plan are the Treasurer and the Moderator of  
the Personnel Committee.
- 260 (b) Benefits shall be provided in compliance with ERISA, and HIPAA and other group health plan laws  
to the extent required by such law
- (c) The Administrator may rely upon the information submitted by a Participant as being proper under  
the Plan and shall not be responsible for any act or failure to act because of a direction or lack of  
direction by a Participant.
- 265 (d) To the extent permitted by law, the Administrator shall not incur any liability for any acts of for  
failure to act except for the Administrator's own willful misconduct or willful breach of this Plan.

#### **6.4 Compensation of Administrator**

270 Unless otherwise determined by the Employer and permitted by law, any Administrator who is also an  
Employee of the Employer shall serve without compensation for services rendered in such capacity, but  
all reasonable expenses incurred in the performance of the Administrator’s duties shall be paid by the  
Employer.

#### **6.5 Bonding**

275 The Administrator shall be bonded to the extent required by ERISA.

#### **6.6 Inability to Locate Payee**

280 If the Administrator is unable to make payment to any Participant or other person to whom a payment  
is due under the Plan because it cannot ascertain the identity or whereabouts of such Participant or  
other person after reasonable efforts have been made to identify or locate such person, then such  
payment and all subsequent payments otherwise due to such Participant or other person shall be  
forfeited following a reasonable time after the date that any such payment first became due. The  
determination of “reasonable time” shall be made by the Administrator in its sole discretion.

#### **6.7 Effect of Mistake**

285  
290 In the event of a mistake as to the eligibility or participation of an Employee, or the allocations made to  
the HRA Account of any Participant, or the amount of Benefits paid or to be paid to a Participant or  
other person, the Administrator shall, to the extent that it deems administratively possible and  
otherwise permissible under Code Section 105, the regulations issued hereunder or other applicable  
law, cause to be allocated or cause to be withheld or accelerated, or otherwise make adjustment of,  
such amounts as it will in its judgment accord to such Participant or other person the amounts or  
distributions to which he or she is properly entitled under the Plan. Such action by the Administrator  
295 may include withholding of any amounts due to the Plan or the Employer from benefits paid by the  
Employer.

### **ARTICLE VII.**

#### **GENERAL PROVISIONS**

##### **300 7.1 Expenses**

All reasonable expenses incurred in administering the Plan are paid by forfeitures, if any, and then by  
the Employer. All other forfeitures will be added to the amount distributed to the participants in the  
following plan year.

##### **305 7.2 Amendment and Termination**

This Plan has been established with the intent of being maintained for an indefinite period of time.  
Nonetheless, the Employer may amend or terminate all or any part of this Plan at any time for any  
310 reason by resolution of the Employer’s Council or by any person or persons authorized by the Council to

take such action, and any such amendment or termination will automatically apply to the Related Employers that are participating in this Plan. (Maumee Valley Presbytery Standing Rule Section 2.03f.

### **7.3 Governing Law**

315

This Plan shall be construed, administered and enforced according to the laws of the State of Ohio to the extent not superseded by the Code, ERISA, or any other federal law.

### **7.4 Code and ERISA Compliance**

320

It is intended that this Plan meet all applicable requirements of the Code and ERISA, and of all regulations issued hereunder. This Plan shall be construed, operated and administered accordingly, and in the event of any conflict between any part, clause, or provision of this Plan and the Code and/or ERISA, the provisions of the Code and/or ERISA shall be deemed controlling, and any conflicting part, clause, or provision of this Plan shall be deemed superseded to the extent of the conflict.

325

### **7.5 No Guarantee of Tax Consequences**

330

Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under this Plan will be excludable from the Participant's gross income for federal, state, or local income tax purposes. It shall be the obligation of each Participant to determine whether each payment under this Plan is excludable from the Participant's gross income for federal, state, and local income tax purposes and to notify the Administrator if the Participant has any reason to believe that such payment is not so excludable.

335

### **7.6 Indemnification of Employer**

340

If any Participant receives one or more payments or reimbursements under this Plan on a tax-free basis, and such payments do not qualify for such treatment under the Code, such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal income taxes, Social Security taxes, or other taxes from such payments or reimbursements.

345

**IN WITNESS WHEREOF**, and as conclusive evidence of the adoption of the foregoing instrument by comprising the Maumee Valley Presbytery Health Reimbursement Account Plan, The Council of Maumee Valley Presbytery has approved this Plan to be executed in its name and on its behalf, on this 27<sup>th</sup> day of August, 2012.

Maumee Valley Presbytery

350

**MAUMEE VALLEY PRESBYTERY**  
**EMPLOYEE DUES-SHARE WITH HEALTH AND**  
**DEPENDENT CARE SAVINGS ARRANGEMENT PLAN DOCUMENT**



[Maumee Valley Presbytery, Presbyterian Church (U.S.A.)]

Section 125 Employee Dues-Share with Health And Dependent Care Flexible Savings  
Arrangement Plan  
(describing pre-tax dues contributions and healthcare expense reimbursement benefits  
for employees)

Effective January 1, 2015

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## INTRODUCTION

The **Maumee Valley Presbytery** Employee Dues-Share Plan with Health Flexible Spending Arrangement and Dependent Care Spending Account (the “Plan”) was established to provide for the payment of Medical Plan and/or Optional Health Insurance premiums and the reimbursement of certain eligible Healthcare Expenses and Dependent Care Expenses of the eligible employees of Maumee Valley Presbytery (“Employer”). This document constitutes the Plan, effective as of January 1, 2015.

This Plan provides for the payment of an employee’s allowable share of the Medical Plan dues for family coverage or premiums for other employer health care coverage and the reimbursement of eligible Healthcare Expenses and Dependent Care Expenses.

Employer reserves the rights to alter, amend, modify, or terminate the Plan, in whole or in part, at any time for any reason in a manner consistent with the provisions of Article VII.

This Plan is sponsored by a church organization and is intended to be a church plan as defined in section 414(e) of the Internal Revenue Code, as amended (“Code”), that has not made an election under section 410(d) of the Code and is therefore exempt from the requirements of the Employment Retirement Income Security Act of 1974 otherwise applicable to such plans.

This Plan is intended to qualify as an “accident and health plan” within the meaning of section 105(e) of the Code and any other pertinent laws or regulations, so that the benefits provided under the Plan shall be eligible for exclusion from each Eligible Employee’s income for federal income tax purposes under section 105(b) of the Code. The provisions of this Plan shall be interpreted in accordance with that intent.

As required by federal law, the marital status of an employee under this Plan must be determined by federal law, not state law. As a result, while a covered partner as defined under the Board’s Benefits Plan may be entitled to coverage under those plans, only a spouse of an Eligible Employee as defined under Federal law will qualify for benefits as a spouse under this Plan unless the covered partner qualifies as a dependent under Section 152 of the Code.

This document, as it may be subsequently amended, shall constitute the Plan in its entirety. In the event any discrepancies exist between this document and any amendment, the amendment shall govern.

ARTICLE I  
DEFINITIONS

The following capitalized words and phrases, when used in the text of this document and any attachment or materials incorporated hereto or amendment hereto, have the meanings set forth below. Words in the masculine gender include the feminine gender, and vice versa. Wherever any words are used in the singular form, they shall be construed as if they were also used in the plural form in all cases where the plural form would so apply, and vice versa. Where the definitions include rules regarding the definition, those rules shall apply.

Annual Enrollment Period

Annual Enrollment Period means the period of time preceding the beginning of each Plan Year during which Participants may elect coverage under the Plan.

Benefits Plan

Benefits Plan means the Benefits Plan of the Presbyterian Church (U.S.A.), administered by The Board of Pensions of the Presbyterian Church (U.S.A.).

Child Coverage Order

A judgment, decree, or order resulting from a divorce, legal separation, annulment, or change in legal custody that requires accident or health coverage for the child of an Eligible Employee.

Claim Administrator

Claim Administrator means the person, persons, entity, or entities appointed by the Employer who shall process all or a designated portion of the claims under this Plan in accordance with the Plan's terms.

COBRA

COBRA means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended from time to time. Church plans are exempt from certain COBRA requirements applicable to health plans. The Benefits Plan provides for medical continuation coverage that is comparable to COBRA coverage.

Code

Code means the Internal Revenue Code of 1986, as amended from time to time.

### Dependent

Dependent means an Employee's covered partner and any individual who is considered a dependent of the Employee within the meaning of section 152 of the Code, as modified by statute, regulation, or otherwise.

### Dependent Care Expense

Dependent Care Expense means any amount Incurred that is an expense under section 129 of the Code for the care of a qualifying individual to enable the employee and spouse to be gainfully employed. The Employer shall determine whether any other amount constitutes a Dependent Care Expense that qualifies for reimbursement hereunder.

### Effective Date

Effective Date means **January 1, 2015**. The Effective Date of any amendment or restatement is the effective date specified in the amendment or restatement.

### Eligible Employee

Eligible Employee means an individual who is an Eligible Employee within the meaning of Section 2.01.

### Employer

Employer means church or 501c3 organization affiliated with Maumee Valley Presbytery, Inc.

### Enrollment Form

Enrollment Form means a form prescribed by the Plan Administrator for purposes of enrolling for coverage under the Plan, or for changing or waiving such coverage, including any applicable compensation reduction agreement relating to this Plan.

### Healthcare Expense

Healthcare Expense means any amount Incurred that is an expense for medical care within the meaning of section 213(d) of the Code, excluding expenses reimbursed by any other healthcare plan, premiums paid for any other healthcare coverage, and other expenses for which coverage under this Plan is proscribed by the Code or other applicable law. The Employer shall determine whether any other amount constitutes a Healthcare Expense that qualifies for reimbursement hereunder.

### HIPAA

HIPAA means the Health Insurance Portability and Accountability Act of 1996, as amended from time to time.

### Incurred

Incurred means the date healthcare services or supplies were provided. Healthcare Expenses are Incurred as of the date they are provided, and not the date they are formally billed or charged or the date they are paid.

### Optional Health Insurance

Optional Health Insurance means any other health insurance offered through the employer which an eligible employee may choose to participate in. This insurance is normally fully paid by the employee.

### Participant

Participant means any Eligible Employee who meets the requirements for participation under this Plan and for whom coverage is in effect under this Plan, or an individual who has elected continuation coverage under Section 3.04 and for whom coverage is in effect under this Plan.

### Plan

Plan means the Employee Dues-Share Only Plan with a Health Flexible Spending Arrangement and Dependent Care spending Account of the Employer, as described herein and as amended from time to time.

### Plan Administrator

Plan Administrator means the person, persons, or committee identified to serve as Plan Administrator in Section 6.01.

### Primary Medical Plan

Primary Medical Plan means the Medical Plan of the Presbyterian Church (U.S.A.) or such other group health plan offered by an employer that meets the minimum value defined in Code Section 36(b)(c)(2)(C)(ii).

### Plan Year

Plan Year means the period beginning January 1 and ending December 31.

### Prior Coverage

Prior Coverage means coverage under a group health plan or health insurance coverage that is subject to the requirements of HIPAA, other than coverage under a plan maintained by the Employer.

### Qualifying Change in Status

Qualifying Change in Status means, as determined by the Plan Administrator, subject to any restriction under applicable law, the occurrence of one of the following events:

- (a) an event that changes Eligible Employee's legal marital status, including marriage, death of a spouse, divorce or dissolution of a marriage or qualified covered partnership, legal separation, or annulment;
- (b) an event that changes the number of an Eligible Employee's Dependents, including birth of a child, adoption, or placement for adoption or death of a Dependent;
- (c) a termination or commencement of employment, a commencement of or a return from a leave of absence, or a change in work site of an Eligible Employee, Spouse or Dependent of an Eligible Employee;
- (d) a change in employment status of an Eligible Employee, Spouse or Dependent of an Eligible Employee that causes the individual to become or cease to be eligible for this Plan;
- (e) an event that causes the eligibility of an Eligible Employee's Dependent for coverage under this Plan to change, including attainment of a limiting age;
- (f) a change in the residence or work site of an Eligible Employee, Spouse or Dependent of an Eligible Employee; or
- (g) another change that is determined by the Plan Administrator, consistent with the rules under section 125 of the Code and the regulations promulgated thereunder, to be an occurrence in the life or work of an Eligible Employee, a Spouse or Dependents that would permit the Eligible Employee to elect, waive, or change coverage under this Plan during the Plan Year, including certain changes in benefits coverage for the Eligible Employee, Spouse or Dependent of the Eligible Employee, including the elimination of coverage, loss of availability of coverage, substantial decrease in coverage (including material changes in availability of network providers), or other similar fundamental loss of coverage as determined by the Plan Administrator.

### Special Enrollment Event

Special Enrollment Event means, with respect to any Eligible Employee as required under HIPAA, as amended:

- (a) the marriage of the Eligible Employee; or
- (b) the birth, adoption, or placement for adoption of a child of the Eligible Employee;  
or

- (c) the qualifying loss of Prior Coverage by the Eligible Employee, Spouse or a Dependent, so long as a statement is submitted to the Plan Administrator to such effect in accordance with the rules established by the Plan Administrator. For purposes of this definition, qualifying loss means:
  - (i) if the Prior Coverage is provided under COBRA or the Benefits Plan medical continuation coverage, the exhaustion of such coverage; or
  - (ii) if the Prior Coverage is not described in a statement as noted in Section (c), the loss of eligibility for such coverage or the termination of employer contributions toward the Prior Coverage; or
- (d) the loss of eligibility for coverage in a Medicaid plan under Title XIX of the Social Security Act or a state child healthcare plan under Title XXI of the Social Security Act; and
- (e) eligibility for assistance with coverage under a Medicaid plan under Title XIX of the Social Security Act or a state child healthcare plan under Title XXI of the Social Security Act.

Spouse

Spouse means “spouse” as defined under federal law.

## ARTICLE II

### ELIGIBILITY AND ENROLLMENT

#### 2.01 Eligibility

Individuals enrolled in the Primary Medical Plan shall become eligible to participate in the Plan as follows:

- (a) An individual who was an actively part time or fulltime employed employee (including a teaching elder) on the day before the Effective Date shall be eligible to participate in this Plan beginning on the Effective Date of the Primary Medical Plan and/or Optional Health Insurance coverage.
- (b) Each newly hired or reemployed active employee regularly scheduled to work at least 20 hours per week shall be eligible to participate in the Plan as of the first day after the commencement of employment.
- (c) The term *Eligible Employee* does not include any employee who performs service for the Employer as a leased employee within the meaning of Code section 414(n) or 414(o), nor an employee who is an in-house temporary employee.
- (d) No Eligible Employee shall become a Participant unless the Eligible Employee enrolls in accordance with the rules set forth in Section 2.02.

#### 2.02 Enrollment

An Eligible Employee may elect, waive, or change coverage under this Plan in accordance with and only in accordance with the provisions of this Section.

##### (a) Initial Enrollment

An individual who is newly eligible to participate in the Primary Medical Plan and/or Optional Health Insurance plan must complete an Enrollment Form to enroll in this Plan and commence participation in this Plan. Such Enrollment Form must be completed, executed, and returned to the Plan Administrator no later than 30 days after the individual has received the Enrollment Form. Such coverage will be effective as soon as administratively possible, but no later than 30 days after the completed Enrollment Form is received by the Plan. If the Plan Administrator does not receive a properly completed Enrollment Form by the last day of the applicable time period, the Eligible Employee shall not be covered under the Plan.

##### (b) Annual Enrollment Period

During the Annual Enrollment Period, an Eligible Employee may enroll for, waive, or change coverage, or modify the rate of his contributions by submitting a properly completed Enrollment Form. Such new election shall be effective as of the first day of the following Plan Year. If the Plan Administrator does not receive a properly completed Enrollment Form by the end of the Annual Enrollment Period, the Eligible Employee shall not be covered under the Plan or, if already enrolled, effect any new elections.

(c) Qualifying Change in Status

- (i) Subject to any provisions set forth in this Plan, an Eligible Employee shall be permitted to change coverage under this Plan during a Plan Year upon a Qualifying Change in Status.
- (ii) If an Eligible Employee experiences a Qualifying Change in Status and the Eligible Employee completes, executes, and returns to the Plan Administrator an Enrollment Form within 30 days after the date of the event, the Eligible Employee may enroll for, waive, or change his coverage, provided that such election is consistent with the Eligible Employee's Qualifying Change in Status and the terms of this Plan. The election shall be effective as of the date the properly completed Enrollment Form is processed by the Employer.
- (iii) There is no limit to the number of Qualifying Changes in Status that can occur during a Plan Year.
- (iv) The Plan Administrator shall make all determinations as to whether a Qualifying Change in Status has occurred and whether a requested change in coverage is consistent with a Qualifying Change in Status. For purposes of making such a determination, the Plan Administrator may require an Eligible Employee to submit evidence that the Eligible Employee has incurred a Qualifying Change in Status and such other evidence as the Plan Administrator deems reasonable under the circumstances.

(d) For purposes of contributions to the Dependent Care Expense benefits only, an Eligible Employee shall be permitted to make a mid-year election change:

- (i) If the change is on account of, or corresponds with, a Qualifying Change in Status; or
- (ii) If the change is on account of, or corresponds with, certain changes in the cost and coverage of the dependent care, such as a change in dependent care provider.

(e) Special Enrollment Rules

An Eligible Employee may elect to enroll for coverage when a Special Enrollment Event occurs in accordance with the rules specified under the Benefits Plan.

- (f) Other Mid-Year Change Events
- (i) If an Eligible Employee, Spouse or Dependent of an Eligible Employee becomes entitled to coverage under Title XVIII (Medicare) or Title XIX (Medicaid) of the Social Security Act, other than coverage solely relating to the distribution of pediatric vaccines under section 1928 of such Act, the Eligible Employee may change his or her election to cancel or decrease contributions.
  - (ii) If an Eligible Employee, Spouse or Dependent of an Eligible Employee who is entitled to coverage under Title XVIII (Medicare) or Title XIX (Medicaid) of the Social Security Act, other than coverage solely relating to the distribution of pediatric vaccines under 1928 of such Act, loses eligibility for such coverage, the Eligible Employee may elect to commence or increase contributions.
  - (iii) If a Child Coverage Order requires the covered partner or former covered partner of an Eligible Employee to provide accident or health coverage to the Eligible Employee's child, and the coverage is, in fact, provided, the Eligible Employee may change elections under the Plan.
  - (iv) If a Child Coverage Order requires the coverage of an Eligible Employee's child under the Plan, the Eligible Employee may change elections to account for the coverage.
- (g) Any change made under this Section shall be effective prospectively only.

### 2.03 Default Coverage

In the event of a failure to elect coverage, the following rules shall apply:

- (a) If a new Eligible Employee fails to submit a properly completed Enrollment Form by the date specified in Section 2.02(a), the Eligible Employee shall be deemed to waive coverage under the Plan for the balance of the Plan Year.
- (b) If an Eligible Employee fails to submit a properly completed Enrollment Form or to elect coverage under this Plan by the end of the Annual Enrollment Period for a Plan Year, the Eligible Employee shall be deemed to waive coverage under this Plan for that Plan Year.

In either case, (a) or (b), the Eligible Employee shall be permitted to enroll for coverage in accordance with Section 2.02(b) during the next Annual Enrollment Period or in accordance with Section 2.02(c) following a Qualifying Change in Status.

Coverage provided by default under this section shall, for all purposes under the Plan, be treated as if it had been elected by an Eligible Employee.

## 2.04 Enrollment Forms

Subject to Section 6.03(h), no election by an Eligible Employee with regard to enrollment for coverage, a change in coverage, or the waiver of coverage shall be effective unless the election is made in writing on the prescribed Enrollment Form and the form is timely filed with the Plan Administrator.

## ARTICLE III

### TERMINATION OF BENEFITS

#### 3.01 Termination Date of Coverage

An individual's participation in the Plan shall terminate as of the earliest of:

- (a) The date the individual ceases to be enrolled in the Primary Medical and/or Optional Health Insurance Plan;
- (b) the date of termination of this Plan;
- (c) the date as of which this Plan is amended to terminate benefits with respect to a classification of Employees of which the individual is a member;
- (d) the date as of which the individual fails to make any contribution required under this Plan for coverage when due;
- (e) the date as of which the individual elects to waive coverage under this Plan, provided that the election is made in accordance with the rules of Article II;
- (f) the date as of which the individual dies, retires, or otherwise ceases to be an Eligible Employee; or
- (g) the date as of which the individual enters the armed forces of any country on active, full-time duty, subject to any right to continue coverage under the Uniformed Services Employment and Reemployment Rights Act of 1994, as such Act may be amended from time to time.

An individual whose coverage ceases under this Section, other than an individual who continues coverage pursuant to an election under Section 3.04, shall be entitled to reimbursements under the Plan for Healthcare Expenses and/or Dependent Care Expenses Incurred prior to the date of such cessation in an amount that does not exceed the lesser of: (i) the individual's Healthcare Expenses or Dependent Care Expenses Incurred during the portion of such Plan Year in which he is a Participant; or (ii) the annual amount elected under the Plan for the reimbursement of Healthcare Expenses or Dependent Care Expenses, respectively (less reimbursable Healthcare Expenses or Dependent Care that were Incurred in the Plan Year, while the individual was a Participant, and that have previously been reimbursed). However, if in the course of the Plan Year in which the individual's participation ceases, the individual resumes participation in the Plan, with respect to Healthcare Expenses or Dependent Care Incurred after the date of such resumption the annual amount elected by the individual for the Plan Year shall reflect that no contributions were made during the period when the individual was not a Participant, except as otherwise required by Section 3.02.

If, as a result of a Qualifying Change in Status, an individual who has been a Participant during a Plan Year elects to reduce his coverage under the Plan below the level most recently in effect, to the extent the change in election causes the total amount elected for the Plan Year to be less than the Healthcare Expenses of the individual for the Plan Year or increases the amount by which such Healthcare Expenses or Dependent Care Expenses, respectively, of the individual for the Plan Year or increase the amount by which such expenses exceed such elected amount, the following rules shall apply:

- (a) To the extent the Healthcare Expenses or Dependent Care Expenses have already been reimbursed, the election to reduce coverage shall not be effective.
- (b) To the extent the Healthcare Expenses or Dependent Care Expenses have been Incurred but not yet reimbursed, or have not yet been Incurred, they shall not be reimbursed.
- (c) In making the election to reduce coverage, the individual shall be deemed to acknowledge and accept the consequences of the reduction set forth in (a) and (b), above.

### 3.02 Coverage Following Severance

Coverage for an individual shall cease during a period for which the individual is entitled to severance benefits from his Employer.

### 3.03 Leaves of Absence

- (a) An Eligible Employee who takes an unpaid leave of absence from his Employer shall cease to be an Eligible Employee to participate in the plan. Upon return from an unpaid leave, the employee is once more eligible to participate in the plan.
- (b) An Eligible Employee who takes a paid leave of absence from his Employer shall continue to be an Eligible Employee hereunder and shall continue to participate during his leave of absence on the same basis, subject to the same terms and conditions, as he had participated immediately prior to his period of absence.

### 3.04 Continuation Coverage

Eligible Employees shall be entitled to elect to continue coverage under this Plan in accordance with the rules established by the Employer, and any notices or other communications furnished by the Employer thereunder. Such coverage shall be provided only as required, and such coverage shall cease as soon as, and the premiums or dues shall be as great as, permitted by applicable law and the regulations promulgated thereunder.

## ARTICLE IV

### BENEFITS, FUNDING, AND CONTRIBUTIONS

#### 4.01 Provision of Benefits

The benefits available under this Plan for a Plan Year shall take the form of pre-tax payment of employee dues contributions toward family coverage under the Medical Plan or Optional Health Insurance premiums (“Dues”) and reimbursement for Healthcare Expenses and Dependent Care Expenses Incurred during the Plan Year. A Participant shall be entitled to reimbursement under this Plan only for Healthcare Expenses and Dependent Care Expenses Incurred after participation has commenced and before participation has ceased.

#### 4.02 Amount of Reimbursement

- (a) At all times during the Plan Year a Participant shall be entitled to reimbursement under this Plan in an amount that does not exceed the anticipated amount to be allocated on his behalf under the Plan (or under his election under Section 2.02) for payment of Dues and Healthcare Expenses under the Plan for the Plan Year (less any previously reimbursed Healthcare Expenses) regardless of the actual amount then standing to the Participant’s credit under the Plan for payment of Healthcare Expenses. Each payment hereunder shall be a charge against the amount available to pay Healthcare Expenses under the Plan. At the end of each plan year (December 31<sup>st</sup>), if an employee has a balance left in their account, no more than \$500 can be carried over to the next plan year. This amount can be used for medical reimbursement in addition to the new plan year dollars withheld.
- (b) A Participant shall be entitled to reimbursement of Dependent Care Expenses under this Plan in the amount that does not exceed the actual amount then standing to the Participant’s credit under the Plan for payment of Dependent Care Expenses. Each payment hereunder shall be a charge against the amount available to pay Dependent Care Expenses under the Plan.

#### 4.03 Limitations on Reimbursements and Forfeitures

- (a) Notwithstanding any provision of this Plan to the contrary, the Participant’s reimbursement for Health Care Expenses under this Plan for any Plan Year shall be limited to the smallest of the following:
  - (i) the Participant’s Healthcare Expenses for the Plan Year;
  - (ii) the amount elected by the Participant for the payment of Healthcare Expenses under the Plan for the Plan Year (less any previously reimbursed Healthcare Expenses); or

- (iii) the annual maximum amount described in Section 4.04; and
- (iv) by any limitation established with respect to the Participant pursuant to Section 4.06 or 8.02.

All contributions and limitations on reimbursement shall be prorated to reflect participation during a period shorter than the entire Plan Year.

To the extent the amount of contributions credited to a Participant's account for a Plan Year pursuant to his compensation reduction agreement and election of coverage under this Plan exceeds his Healthcare Expenses appropriately submitted for reimbursement for a Plan Year, the amounts in excess of \$500 credited to his account shall be forfeited and applied toward administrative expenses under the Plan.

- (b) Notwithstanding any provision of this Plan to the contrary, the Participant's reimbursement for Dependent Care Expenses under this Plan for any Plan Year shall be limited to the smallest of the following:
  - (i) The Participant's Dependent Care Expenses, respectively, for the Plan Year.
  - (ii) The amount actually contributed by the participant for the payment of Dependent Care Expenses under the Plan for the Plan Year (less any previously reimbursed Dependent Care Expenses); or
  - (iii) The annual maximum amount described in Section 4.04; and
  - (iv) By any limitation established with respect to the participant pursuant to Section 4.06 and 9.02.
- (c) All Healthcare Expense and Dependent Care Expense contributions and limitations on reimbursement shall be prorated to reflect participation during a period shorter than the entire Plan Year.

#### 4.04 Annual Limits

- (a) The annual maximum amount that a Participant may elect for the reimbursement of Healthcare Expenses through the FSA for any Plan Year shall be \$2,500, or such other amount that the Employer shall prescribe and communicate to Participants (provided that such amount may not exceed \$2,500).
- (b) The annual maximum amount that a Participant may elect for the reimbursement of Dependent Care Expenses through the Dependent Care Spending Account for any Plan Year shall be \$5,000 (\$2,500 in the case of a separate return filed by a married individual), or such other amount that the Employer shall prescribe and communicate to Participants.

#### 4.05 Expense Reimbursement Procedure

Reimbursement of Healthcare Expenses and Dependent Care Expenses shall be made in accordance with the following rules:

- (a) To receive reimbursement for Healthcare Expenses or Dependent Care Expenses under this Plan, a Participant must submit a written application to the Claim Administrator not later than **30 days** following the end of the Plan Year in which such Healthcare Expenses or Dependent Care Expenses were Incurred, in accordance with such rules, practices, and procedures as the Claim Administrator may specify, in its discretion, for the reimbursement of Healthcare Expenses or Dependent Care Expenses under the Plan.
- (b) The Claim Administrator reserves the right to verify to its satisfaction all claimed Healthcare Expenses and Dependent Care Expenses prior to reimbursement.

Each request for reimbursement shall include such substantiation as required by the Claim Administrator, which may include the following information:

- (i) the name, Social Security number, and address of the employee;
- (ii) the name and date of birth of the person for whom the Healthcare Expense was Incurred and, if such person is not the Participant requesting reimbursement, the relationship of the person to such Participant and a statement that such person is a Dependent of such Participant;
- (iii) the name and address of the person, organization, or other provider to whom the Healthcare Expense was or is to be paid;
- (iv) a written statement from an independent third party setting forth the type, purpose, date, and amount of the Healthcare Expense for which reimbursement is requested; and
- (v) a statement that the Participant has not been reimbursed nor is reimbursable for the Healthcare Expense by insurance or otherwise, and that the Participant has not been allowed a deduction for such Healthcare Expense under section 213 of the Code.

The Claim Administrator may require the Participant to furnish a bill, receipt, canceled check, or other written evidence or certification of payment or of obligation to pay Healthcare Expenses. The Claim Administrator reserves the right to require the Participant to provide, to the Claim Administrator's satisfaction, further proof of any of the above-described information and other information reasonably necessary to determine the eligibility for and amount of any reimbursement under the Plan. The Claim Administrator may require the Participant to provide written authorization to obtain information from the Benefits Plan or from any group medical, dental, vision care, prescription drug, or other health benefit plans in which Participant or his Dependents are enrolled.

- (c) Expenses eligible for coverage under the Benefits Plan or under any group medical, HMO, dental, vision care, prescription drug, or other health plans in which the Participant or his Dependents are enrolled must be submitted first to all appropriate claim administrators for such plans in accordance with the rules of those plans, and be finally adjudicated under those plans, before the expenses are submitted to the Employer for reimbursement under the Plan.
- (d) Subject to applicable law, the Employer may establish such rules as it deems desirable regarding the frequency of reimbursement of Healthcare Expenses and Dependent Care Expenses and the minimum dollar amount that may be requested for reimbursement.

#### 4.06 Contributions and Funding

- (a) Reimbursements for Healthcare Expenses and Dependent Care Expenses shall be financed out of contributions made by the Employer pursuant to Participants' compensation reduction agreements under the Plan.
- (b) Employer is not required by law to maintain, and does not maintain, actual separate and discrete accounts for Participants under this Plan. All payments shall be made from the general assets of the Employer, and no assets shall be earmarked or segregated for purposes of providing benefits.
- (c) The Employer may establish rules in addition to those already prescribed hereunder, for minimum and maximum contributions that may be made on an annual, monthly, payroll period, or other basis.

## ARTICLE V

### PAYMENT OF BENEFITS

#### 5.01 Application for Benefits

To be entitled to payment of any benefits, a Participant must comply with the rules the Claim Administrator has established for claiming benefits, including, without limitation, the completion and filing of a written application and the provision of information, as described in Section 4.05.

#### 5.02 Assignment of Benefits

Except to the extent provided in this Plan, no benefit payable at any time under this Plan shall be assignable, transferable, or subject to any lien, in whole or in part, either directly or by operation of law, or otherwise and none of the following shall be liable for, or subject to, any obligation or liability of any Participant (e.g., through garnishment, attachment, pledge, or bankruptcy): the Plan, the Plan Administrator, the Claim Administrator, and the Employer.

#### 5.03 Payment to Representative

In the event that a guardian, conservator, or other legal representative has been duly appointed for a Participant entitled to any payment under this Plan, any payment due the Participant may be made to the legal representative making the claim. If a Participant dies while benefits under the Plan remain unpaid, the Plan Administrator may direct the Claim Administrator to make direct payment to the executors or administrators of the Participant's estate. Payment in the manner described above shall be in complete discharge of the liabilities of this Plan and the obligations of the Plan Administrator, the Claim Administrator, and the Employer.

#### 5.04 Responsibility for Payment

Employer shall remit Employee's Dues contribution directly to the Primary Medical Plan and/or optional dental plan. It is the Participant's responsibility, in all cases, to pay for Healthcare Expenses and Dependent Care Expenses. Any benefit payment made directly to a Participant or the Participant's representative (as described in Section 5.03) for a Healthcare Expense or Dependent Care Expenses shall completely discharge all liability of this Plan, the Claim Administrator, the Plan Administrator, and the Employer with respect to such expense.

#### 5.05 Overpayments

If, for any reason, any benefit under this Plan is erroneously paid or exceeds the amount payable on account of a Participant's Healthcare Expenses or [Dependent Care Expenses](#), the Participant shall be responsible for refunding the overpayment to the Plan. The refund shall be in the form of a lump-sum payment, a reduction of the amount of future benefits

otherwise payable under the Plan, or any other method as the Plan Administrator, in its sole discretion, may require.

#### 5.06 Participant's Responsibilities

Each Participant shall be responsible for providing the Plan Administrator with his current address. Any notices required or permitted to be given to a Participant hereunder shall be deemed given if directed to the address most recently provided by the Participant and mailed by first class United States mail. The Claim Administrator, the Plan Administrator and the Employer shall have no obligation or duty to locate a Participant. In the event a Participant becomes entitled to payment under this Plan and such payment cannot be made, for any reason, the amount of such payment, if and when made, shall be determined under the provisions of the Plan without any consideration to interest payments which may have accrued.

#### 5.07 Missing Person

If, within two years after any amount becomes payable under this Plan to a Participant, the Participant has not accepted or been available to receive the reimbursement, the amount shall be forfeited to the Employer and shall cease to be a liability of this Plan, provided an appropriate level of care shall have been exercised by the Plan Administrator in attempting to make such payment.

#### 5.08 Fraudulent Claims

If a person is found to have falsified any document in support of a claim for benefits or coverage under the Plan, the Plan Administrator may without anyone's consent terminate coverage, and the Claim Administrator may refuse to honor any claim under the Plan.

#### 5.09 Employment Termination

If an employee leaves ~~Maumee Valley Presbytery's~~ employment prior to the end of a plan year and has received reimbursement greater than the total dollar amount withheld from their paycheck year-to-date (YTD), including carryover, the plan administrator has the right to withhold an additional amount from the last paycheck, to be equal to the total reimbursement dollars received by said employee. If the employee has received their last paycheck, it is the responsibility of the former employee to reimburse the plan for all dollars greater than the paycheck withholding YTD.

## ARTICLE VI

### ADMINISTRATION OF THE PLAN

#### 6.01 Administration of the Plan

The Employer shall serve as Plan Administrator responsible for the administration of the Plan and shall be a named fiduciary of this Plan and shall make all determinations under the eligibility provisions set forth in Article II of the Plan. The Employer, acting as a named fiduciary or as Plan Administrator, may assign or delegate any of its responsibilities for administering this Plan or carrying out its provisions. To the extent of any such assignment or delegation, the assignee or delegate shall have all of the authority and powers of the Employer. Any action taken by the Employer assigning any of its responsibilities as Plan Administrator to specific persons who are directors, officers, or employees of the Employer shall not constitute delegation of the Employer's responsibility, but rather shall be treated as the manner in which the Plan Administrator (on behalf of the Employer) has determined internally to discharge such responsibilities.

#### 6.02 Appointment of Claim Administrator

The Employer may appoint one or more Claim Administrators to process all or a designated portion of claims under this Plan in accordance with its terms. The person, persons, entity, or entities serving as Claim Administrator shall serve at the pleasure of the Employer. Each Claim Administrator shall have the authority and discretion to interpret the Plan with respect to its duties and to decide questions and disputes arising under the Plan with respect to such duties, which interpretations and decisions shall be final and binding for purposes of the Plan, subject to any right of Participants to appeal the interpretation and decisions under this Plan.

#### 6.03 Powers of the Plan Administrator

The Plan Administrator is specifically given the discretionary authority and such powers as are necessary for the proper administration of this Plan, including, but not limited to, the following:

- (a) to make claim decisions and benefit payments or direct the Claim Administrator to process all or a designated portion of claims and to make benefit payments to or on behalf of Participants entitled to benefits under this Plan;
- (b) to have the authority and discretion to interpret the Plan, to decide questions and disputes, to supply omissions, to correct defects, and to resolve inconsistencies and ambiguities arising under the Plan, which interpretations and decisions shall be final and binding for purposes of this Plan;
- (c) to authorize its agents to execute or deliver any instrument or make payments on the Plan Administrator's behalf;

- (d) to obtain from Participants and others, such information as shall be necessary for the proper administration of this Plan, such as proof of other coverage and financial data needed to determine if an individual qualifies as the Dependent of an Employee (e.g., income tax returns);
- (e) to appoint committees with such authority and powers as the Plan Administrator deems necessary;
- (f) to retain counsel, employ agents, and provide for such clerical, accounting, actuarial, consulting, claims processing, and other services as it deems necessary or desirable to assist it in the administration of this Plan;
- (g) to retain the right, authority, and discretion to make claim payment and benefit decisions upon appeal to the extent it has the authority to make such appeal determinations under Section 6.04;
- (h) to prescribe forms and procedures for enrollment, claim filing, and other administrative purposes under the Plan and to require their use for such purposes and, notwithstanding anything in this Plan to the contrary, to the extent permitted by applicable law, to establish and maintain a procedure whereby any election or other submission requiring a written form may be made telephonically or electronically and whereby elections or submissions made in accordance with such procedure shall be deemed to have been made as if on the applicable written form;
- (i) to adopt rules for the administration of the Plan; and
- (j) to maintain records of administration of the Plan.

No determination of the Plan Administrator or the Claim Administrator in one case shall create a bias or retroactive adjustment in any other case. Expenses for the administration of the Plan shall be paid out of forfeitures under the Plan and by the Employer.

#### 6.04 Claims Procedure

The Claim Administrator shall review claims for benefits under this Plan and respond thereto within 30 days after receiving the claim. This period may be extended one time for up to 15 days. The Claim Administrator shall provide to every claimant who is denied a claim for benefits written notification setting forth:

- (a) the specific reason or reasons for the denial;
- (b) specific reference to pertinent Plan provisions upon which the denial is based;
- (c) a description of any additional material or information necessary for the claimant to perfect the claim;

- (d) if an internal rule, guideline, or protocol was relied upon in making the determination, a copy of the rule, guideline, or protocol or a statement that it will be provided free of charge upon request; and
- (e) an explanation of the claim review procedure set forth below.

The claimant or his duly authorized representative may request a full and fair review of the claim by the Plan Administrator. The claimant's request for review by the Plan Administrator must be submitted to the Plan Administrator in writing within one hundred eighty (180) days of the claimant's receipt of a notice of denial from the Claim Administrator.

The review of a claim by the Plan Administrator shall be subject to the following rules. The claimant or his duly authorized representative may review pertinent documents and may submit issues and comments, including without limitation appropriate evidence or testimony of an expert, in writing. The review will not afford deference to the initial adverse benefit determination. The review will not be conducted by the individual who made the adverse benefit determination or by that individual's subordinate. The Plan Administrator shall make a decision promptly, and not later than sixty (60) days after the Plan Administrator's receipt of a request for review. The decision on review shall be in writing and shall include specific reasons for the decision, and specific references to the pertinent Plan provisions on which the decision is based.

In the event that the Claim Administrator or Plan Administrator does not make a determination with respect to a claim within the time limit prescribed by this Section, the claim or appeal of such claim decision shall be deemed denied.

#### 6.05 Records and Reports

The Claim Administrator and Plan Administrator shall maintain all such books, accounts, records, and other data as may be necessary for the proper administration of this Plan.

The Plan Administrator shall make available to each Participant for examination at reasonable times during normal business hours such records under the Plan in its possession as it pertains to him.

#### 6.06 Coordination with Other Benefits Plan

To the extent necessary or appropriate, the Plan Administrator shall coordinate its authority and responsibility with the plan administrator or administrators of any other benefits plan sponsored by Employer in accordance with such rules as the Plan Administrator and such other plan administrator or administrators shall determine.

#### 6.07 Fiduciary Duty and Care

All fiduciaries under this Plan, including the Claim Administrator and the Plan Administrator, shall discharge their respective fiduciary responsibilities solely in the interest of the Participants of this Plan for the exclusive purpose of providing benefits to

Participants and defraying the reasonable expenses of administering this Plan with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims and in accordance with the provisions of this Plan.

6.08 Limitation on Liability

A Plan fiduciary shall be entitled to rely upon information from any source assumed reasonably and in good faith to be correct. The Employer, Plan Administrator, and Claims Administrator shall not be subject to any liability with respect to his duties under this Plan unless it acts fraudulently or in bad faith. No person shall be liable for any breach of fiduciary responsibility resulting from the act or omission to act of any other fiduciary or any person to whom fiduciary responsibilities have been allocated or delegated.

6.09 Indemnification

To the extent permitted by law, the Employer shall indemnify and hold harmless each director, officer, or employee of the Employer to whom fiduciary responsibility with respect to this Plan is allocated or delegated, from and against any and all liabilities, costs, and expenses incurred by any such person as a result of any act, or omission to act, in connection with the performance of his duties, responsibilities, and obligations under this Plan, other than such liabilities, costs, and expenses as may result from the gross negligence or willful misconduct of any such person or amounts paid by such person in a settlement to which the Employer does not consent. The Employer may obtain, pay for and keep current a policy or policies of insurance, insuring any of its employees who has any fiduciary responsibility with respect to this Plan from and against any and all liabilities, costs, and expenses incurred by any such person as a result of any act, or omission to act, in connection with the performance of his duties, responsibilities, and obligations under this Plan.

## ARTICLE VII

### DURATION AND AMENDMENT OF THE PLAN

#### 7.01 Right to Amend

The Employer reserves the right to amend the Plan at any time, in any manner, including, without limitation, the right to amend the Plan to reduce, add to, or modify the type and amount of benefits provided for any and all Participants. Any amendment shall be formally adopted in writing. The Employer reserves the right to delegate this authority to amend, in whole or in part, to any committee, office, officer, or other person or persons as it deems appropriate.

#### 7.02 Right to Terminate

Although the Employer intends to maintain this Plan for an indefinite period, the Employer reserves the absolute right to terminate or partially terminate the Plan at any time, for any reason by or pursuant to a resolution of the board of directors of Employer. Any termination or partial termination of the Plan shall not adversely affect the payment of benefits to which a Participant was entitled under the Plan prior to the date of termination or partial termination. If the Plan is terminated, each Participant shall be entitled to benefits for Healthcare Expenses and Dependent Care Expenses Incurred prior to the date of termination, provided that the Participant appropriately follows the terms of this Plan for reimbursement. Thereafter, the Employer shall have no liability or obligation to make any reimbursements under the Plan.

## ARTICLE VIII

### MISCELLANEOUS

#### 8.01 Effect on Employment

Nothing in this Plan shall be construed as a contract of employment between the Employer and any of its employees. Participation in this Plan shall not lessen or otherwise affect the responsibilities of such an employee to perform fully his duties in a satisfactory and businesslike manner, nor shall it affect any Employer's right to discipline, discharge, or take any other action with respect to such an employee.

#### 8.02 Legal Compliance

The Employer may prospectively limit, reallocate, or deny any benefit for a Participant or any group of Participants to the extent necessary to avoid discrimination under or otherwise comply with any pertinent provision of the Code or other applicable law.

#### 8.03 Governing Law

This Plan shall be governed by and construed in accordance with applicable federal laws and, to the extent not superseded, with the laws of the State of Ohio. Benefits provided under this Plan are intended to be exempt from taxation under section 125 and 105 of the Code, and the Plan is intended to comply with any other Code sections as may be applicable to church plans for purposes of retaining such tax exemption.

#### 8.04 No Guarantee of Tax Consequences

Notwithstanding any provision of this Plan to the contrary, the Employer and the Plan Administrator make no commitment or guaranty that any amounts paid to or for the benefit or coverage of a Participant under this Plan shall be excludable from the Participant's gross income for federal, state, or local income tax purposes, or that any other particular federal, state, or local tax treatment shall apply or become available to any Participant as a result of the operation of this Plan. By accepting a benefit under this Plan, a Participant agrees to be liable for any tax that may be imposed with respect to those benefits, plus any interest or penalties that may be imposed in connection with the tax.

#### 8.05 Family Medical Leave Act

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan becomes subject to the requirements of the Family and Medical Leave Act and regulations thereunder, this Plan shall be operated in accordance with Treasury Regulation section 1.125-3.

8.06 Uniform Services Employment and Reemployment Rights Act

Notwithstanding any provision of this Plan to the contrary, contributions, benefits, and service credit with respect to qualified military service shall be provided in accordance with USERRA and the regulations thereunder.

8.07 Invalid Provisions

If any provision of this Plan shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and this Plan shall be construed and enforced as if such provision had not been included.

**IN WITNESS WHEREOF**, and as conclusive evidence of the adoption of the foregoing instrument by comprising the Maumee Valley Presbytery Employee Dues-Share with Health and Dependent Care Flexible Savings Arrangement Plan, The Council of Maumee Valley Presbytery has approved this Plan to be executed in its name and on its behalf, on this 27th day of October, 2014.

Maumee Valley Presbytery  
700 E. Melrose Ave.  
Findlay OH 45840

By: \_\_\_\_\_

Donald Loving, Council Moderator

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

Witness: \_\_\_\_\_

Dean McGormley, Stated Clerk

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