

09/19/2024 1641-01 23-MED-10-0998 44663

NEGOTIATED AGREEMENT

ENTERED INTO BETWEEN

THE BETHEL LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

And

THE BETHEL EDUCATION ASSOCIATION MIAMI COUNTY

August 1, 2024– July 31, 2027



TABLE OF CONTE	NTS	
PARTIES TO AGRI	EEMENT	1
PREAMBLE		1
SEVERABILITY		1
ARTICLE 1 - PROF	ESSIONAL NEGOTIATION PROCEDURE	2
SECTION 1.01	RECOGNITION	2
SECTION 1.02	FURNISHING INFORMATION	2
SECTION 1.03	INAUGURATING STEPS TO AGREEMENT	2
SECTION 1.04	REPORTING	3
SECTION 1.05	IMPLEMENTATION	3
SECTION 1.06	NEGOTIATION MEETINGS	3
SECTION 1.07	RATIFICATION	4
SECTION 1.08	DISPUTE SETTLEMENT PROCEDURE	4
Section 1.09	WAIVER OF NEGOTIATIONS DURING TERM OF AGREEMENT	5
SECTION 1.10	PRINTING & DISTRIBUTION	5
ARTICLE 2 -GRIEV	/ANCE PROCEDURE	6
SECTION 2.01	PURPOSE OF PROCEDURE	6
SECTION 2.02	GRIEVANCE DEFINED	6
SECTION 2.03	PARTY IN INTEREST	6
SECTION 2.04	STEP ONE	6
SECTION 2.05	STEP TWO	6
SECTION 2.06	STEP THREE	7
SECTION 2.07	STEP FOUR	7
SECTION 2.08	RIGHTS OF THE GRIEVANT(S) AND ASSOCIATION	8
ARTICLE 3 - BOAF	RD/ASSOCIATION RIGHTS	9
SECTION 3.01	BOARD RIGHTS CLAUSE	9
SECTION 3.02	PAYROLL DEDUCTION	
Section 3.03	VISITS TO SCHOOL	
Section 3.04	AVAILABILITY TO ASSOCIATION	11
Section 3.05	BULLETIN BOARD SPACE	11
SECTION 3.06	COMMUNICATION WITH UNIT MEMBERS	11
Section 3.07	FAIR SHARE FEE	
SECTION 3.08	BEA OFFICER STIPENDS	12
SECTION 3.09	BUILDING LEVEL TEAM	13
ARTICLE 4 - UNIT	MEMBER CONTRACTS	14
SECTION 4.01	UNIT MEMBER CONTRACTS/ANNUAL SALARY NOTICE	14

Section 4.02	CONTRACT YEAR	14
Section 4.03	TERMINATION AND NON-RENEWAL	15
Section 4.04	UNIT MEMBER WORK DAY	15
Section 4.05	ASSIGNMENTS	16
Section 4.06	CLASS SIZE	
Section 4.07	INCLUSION/SPECIAL EDUCATION	
Section 4.08	ARRANGEMENTS	
Section 4.09	PARENT CONFERENCES AND OBSERVATIONS	
Section 4.10	NON-DISCRIMINATION	
Section 4.11	CONTINUING CONTRACT	
Section 4.12	INDEPENDENT STUDY	
SECTION 4.13	COLLEGE CREDIT PLUS	20
ARTICLE 5 - INVO	DLUNTARY TRANSFER	21
SECTION 5.01	JOB OPENINGS	21
Section 5.02	POSTING OF A VACANCY NOTICE	21
Section 5.03	VOLUNTARY TRANSFER	22
SECTION 5.04	INVOLUNTARY TRANSFER PROCEDURE	22
ARTICLE 6 - SENIO	ORITY	23
SECTION 6.01	SENIORITY DEFINED	23
SECTION 6.02	EQUAL SENIORITY	23
Section 6.03	SUPERSENIORITY	24
Section 6.04	REDUCTION IN FORCE	24
Section 6.05	RECALL	25
SECTION 6.06	STATUTORY CONSIDERATIONS	26
ARTICLE 7 – EVAI	LUATION	27
SECTION 7.01	TEACHER EVALUATION	27
Section 7.02	SCHOOL COUNSELOR EVALUATION	34
SECTION 7.03	EVALUATION COMMITTEE	
ARTICLE 8 - LEAV	Έ	41
SECTION 8.01	SICK LEAVE	41
Section 8.02	SICK LEAVE BANK	43
Section 8.03	PERSONAL LEAVE	44
SECTION 8.04	PARENTAL LEAVE	45
SECTION 8.05	MATERNITY LEAVE	46
SECTION 8.06	ADOPTION LEAVE	46
SECTION 8.07	PATERNITY LEAVE	46
SECTION 8.08	FAMILY MEDICAL LEAVE ACT (FMLA)	47
SECTION 8.09	SABBATICAL LEAVE	47

SECTION 8.10	PROFESSIONAL LEAVE	49
SECTION 8.11	LEAVE WITHOUT PAY	50
SECTION 8.12	ASSAULT LEAVE	51
ARTICLE 9 - UNIT	MEMBER PERSONNEL FILES	53
SECTION 9.01	FILE LOCATION	53
Section 9.02	COVERED FILES	53
Section 9.03	ACCESS TO FILE	
Section 9.04	EARLY IDENTIFICATION	54
Section 9.05	ENTRY OF MATERIALS BY UNIT MEMBER	54
Section 9.06	REMOVAL OF MATERIALS IN FILE	
SECTION 9.07	COPIES OF MATERIALS	54
ARTICLE 10 - CON	MPLAINTS AGAINST UNIT MEMBERS	55
Section 10.01	COMPLAINTS AGAINST UNIT MEMBERS	55
ARTICLE 11 - PRO	GRESSIVE DISCIPLINE PROCEDURES	56
ARTICLE 12 - IN-S	SERVICE	57
SECTION 12.01	IN-SERVICE	57
ARTICLE 13 - LICE	INSURE AND PROFESSIONAL DEVELOPMENT COMMITTEE	58
SECTION 13.01	LICENSURE AND PROFESSIONAL DEVELOPMENT COMMITTEE	58
SECTION 13.02	MEMBERS OF THE COMMITTEE	58
SECTION 13.03	COMPENSATION	58
ARTICLE 14 - HOS	PITALIZATION AND MAJOR MEDICAL INSURANCE	59
SECTION 14.01	PREMIUMS	59
SECTION 14.02	ENROLLMENT	59
SECTION 14.03	UNIT MEMBER RESPONSIBILITY	59
SECTION 14.04	MEDICAL COVERAGE	59
SECTION 14.05	DENTAL INSURANCE	60
SECTION 14.06	LIFE INSURANCE	60
SECTION 14.07	VISION PLAN	60
SECTION 14.08	HEALTH INSURANCE COMMITTEE	-
SECTION 14.09	IN LIEU OF INSURANCE	61
ARTICLE 15 - UNI	T MEMBER'S SALARY SCHEDULE	62
SECTION 15.01	PLACEMENT ON SALARY SCHEDULE	_
SECTION 15.02	PAY PERIODS	
SECTION 15.03	INTERNAL SUBSTITUTE	
SECTION 15.04	SUPPLEMENTAL DUTY PAYMENT	
SECTION 15.05	DIRECT DEPOSIT	
SECTION 15.06	STRS TAX DEFERRED PLAN	64

SECTION 15.07	TUITION REIMBURSEMENT	65
Section 15.08	PROFESSIONAL DUES	66
Section 15.09	TUITION WAIVER	67
ARTICLE 16 - SEVE	RANCE PAY	68
SECTION 16.01	ELIGIBILITY	68
SECTION 16.02	DAYS OF SEVERANCE PAY	68
SECTION 16.03	CALCULATION AND PAYMENT	69
ARTICLE 17 - MISO	CELLANEOUS	70
SECTION 17.01	LABOR MANAGEMENT COMMITTEE (LMC) MEETING	70
SECTION 17.02	SCHOOL CALENDAR	70
SECTION 17.03	BOARD/ADMINISTRATION COMMITTEE	70
ARTICLE 18 - LENG	STH OF AGREEMENT	71
SECTION 18.01	DURATION	71
SECTION 18.02	STRIKE AUTHORIZATION	71
SECTION 18.03	LEGAL HOLIDAYS	71
ARTICLE 19 – REH	IRE OF RETIRED UNIT MEMBERS	72
SIGNATURES		74
APPENDIX A – SA	LARY AND SUPPLEMENTAL SCHEDULES 2024-2026	75
APPENDIX B – INS	SURANCE SUMMARY	81
APPENDIX C - FOF	RMS	
FORMAL GRIEV	ANCE PRESENTATION	100
GRIEVANCE FO	RM H DECISION OF PRINCIPAL	101
GRIEVANCE FO	RM I DECISION OF SUPERINTENDENT	102
CERTIFIED UNI	I MEMBER'S REQUEST FOR PERSONAL LEAVE AND APPROVAL NOTICE TO C	LERK103
REQUEST FORM	/ FOR ATTENDANCE AT PROFESSIONAL MEETINGS	104
APPLICATION F	OR SICK LEAVE	105
SICK LEAVE DO	NATION FORM	106
TUITION REIME	BURSEMENT FORM	107
EVAULATION		108

PARTIES TO AGREEMENT

Agreement entered into upon ratification by the Bethel Local School District Board of Education (hereinafter referred to as the "Board") and the Bethel Education Association (hereinafter referred to as the "Association").

PREAMBLE

It is recognized that the best interests of public education will be served by establishing procedures to provide an orderly method for the Board, the administrative staff, and representatives of the certificated/licensed professional staff to discuss matters concerning salaries and wages and professional welfare, and to reach satisfactory agreement on these matters.

These procedures will in no way infringe upon the following rights and responsibilities:

- 1. The Board, under law, has the final responsibility of establishing policies for the school district.
- 2. The Superintendent and his staff have the responsibility of carrying out the policies established.
- 3. The professional teaching staff has the responsibility of cooperating with the Board and the administrative staff to provide the best educational opportunities for all pupils.

SEVERABILITY

Where provisions of this agreement conflict with otherwise applicable provisions of Ohio law, this agreement shall prevail pursuant to Ohio Revised Code Section 4117.10(A). However, should the State Employment Relations Board or any court of competent jurisdiction, determine, after all appeals or times for appeals have been exhausted, that any provision herein is unlawful, such provision shall be automatically terminated but all other provisions of the Contract shall remain in full force and effect.

Upon written request, the parties shall meet to discuss the final determination of unlawfulness, to bargain over its impact and to bring the Contract into compliance. If the parties fail to reach an agreement over the affected provisions, the parties shall use the Federal Mediation Conciliation Services to resolve the dispute.

Should the district enter into academic distress, in accordance with ORC 3302.10, the intent of the parties is to emerge from said distress with this agreement intact.

ARTICLE 1 - PROFESSIONAL NEGOTIATION PROCEDURE

Section 1.01 RECOGNITION

The Board recognizes the Association, an affiliate of the OEA/NEA, as the exclusive representative and spokesman as defined in Chapter 4117 of the Ohio Revised Code for the full-time and regular part-time certificated/licensed teaching personnel, excluding all administrative and supervisory personnel and all other Unit Members. Full-time Unit Members shall be those who work seven and one-quarter (7.25) hours or more per day and are contracted to work a minimum of one hundred twenty (120) days or more in a work year. Part-time Unit Members shall be those per day or who work three and six hundred twenty-five thousandths (3.625) hours or less per day or who work less than the minimal one hundred twenty (120) workdays.

Section 1.02 FURNISHING INFORMATION

The Board and the Association agree to make available to each other, upon reasonable request and in reasonable time, all available public information pertinent to the matter or matters then under consideration. The Board and the Association shall not request special research or special compilation of such information.

Section 1.03 INAUGURATING STEPS TO AGREEMENT

- A. <u>Submission of Issues</u>. A request for negotiations shall be submitted, in writing, by the Association President or designated representative to the Superintendent or the President of the Board, or by the Superintendent or Board President to the Association President. Such request shall be submitted on or before March 1 of the year this agreement expires. A mutually convenient meeting date shall be set no later than March 15, unless all parties agree to a later date at which time the Association and the Board will submit issues proposed for negotiations in writing.
- B. Relevant data and supporting information to all proposals will be presented.
- C. Negotiations should be concluded by June 1 unless a mutually satisfactory later date is agreed upon.
- D. Subsequent to a declaration of impasse, either the Association or the Board may provide any information desired to the news media, but a copy of any such information released by either team shall be provided to the other team.

Section 1.04 REPORTING

During the period of consideration, reports of progress may be made to the Association by its representatives.

Section 1.05 IMPLEMENTATION

- A. The Association negotiations team shall consist of no more than four (4) persons to be appointed by the Association. The Board negotiations team shall consist of no more than four (4) persons to be appointed by the Board.
- B. Each team is authorized to admit consultants, legal personnel and/or resource persons necessary to present its position within a single bargaining session.
- C. A spokesperson may be designated by each team as the primary speaker for the team. This is at the discretion of each team. A single member of the Board or a single Member of the BEA may not be a non-participatory, non-voting, silent observer during a bargaining session.
- D. Any member of either negotiations team may call a caucus at any time. Each caucus will be no longer than thirty (30) minutes. Unless there is a mutual agreement to extend a caucus session. Any caucus session extending beyond sixty (60) minutes will result in an immediate recess. Before retiring, both sides must agree as to when/where to resume negotiations.
- E. The Negotiations Team shall negotiate in "good faith". "Good faith" involves a free exchange of facts, opinions, proposals, and counter-proposals in a sincere effort to reach mutual understanding and agreement on all matters submitted for negotiations. All parties are obliged to deal openly and fairly with each other on all matters and to conduct such negotiations in good faith, but such obligation does not compel either party to agree to a proposal or require the making of a concession.
- F. Both parties mutually pledge that their representatives will be clothed with the authority to make proposals, consider proposals, make counterproposals and sign tentative agreements in the course of negotiations without outside consultation of the entire membership of the Board nor of the BEA. It is understood that both parties will maintain all negotiations withing these agreed terms.

Section 1.06 NEGOTIATION MEETINGS

Negotiation meetings will be held at such times and in such locations off site as mutually agreed upon, during the regular school day. Provision shall be included to allow three (3) days to negotiate during school hours off site.

Section 1.07 RATIFICATION

When a final agreement is reached, a joint report shall be prepared. Upon receipt of report, the tentative agreement will be approved by the Association and the Board on or before the end of the next regularly scheduled Board meeting. It shall be signed by the President and Treasurer of the Board and representatives of the Association. The provisions of that agreement will then become a part of the negotiated agreement between the Board and the Association.

Section 1.08 DISPUTE SETTLEMENT PROCEDURE

- A. Pursuant to Ohio Revised Code Section 4117.14(C) and (E), the Bethel Education Association ("Association") and the Bethel Local School District Board of Education ("Board") mutually agree upon the following dispute settlement procedures. The parties expressly hereby waive any right to utilize any mediation or fact-finding procedures prescribed in Chapter 4117 of the Ohio Revised Code and agree that this procedure supersedes and replaces the statutory process.
- B. This Agreement shall be effective on the date executed by both parties and shall not be cancelled, revoked, or terminated for the duration of the contract unless the Association ceases to be the exclusive representative of the Board's full-time and part-time certificated/licensed Unit Members, in which case it shall be deemed terminated by operation of law. Thereafter, this dispute settlement procedure may be terminated on one hundred eighty (180) calendar days' notice, except that no notice may be given during the one hundred eighty (180) days immediately preceding the expiration date of any current collective bargaining agreement between the parties. Notice of termination shall be in writing and shall be sent by certified mail, return receipt requested, or personally delivered to the other party's designated representative.
- C. This procedure shall not be subject to the grievance and arbitration procedure of any collective bargaining agreement between the parties.
- D. The following dispute resolution procedure is hereby mutually agreed upon:
 - In the event the parties have not concluded negotiations sixty (60) days before the expiration date of their current collective bargaining agreement, the parties shall submit the items upon which agreement has not been reached to a mediator from the Federal Mediation Conciliation Service (FMCS). Such mediation will be conducted in accordance with FMCS rules and regulations.

2. If the parties are unable to reach agreement by the expiration date of this collective bargaining agreement or any extension thereof to which they have mutually agreed, impasse may be declared by either party. The Unit Members in the bargaining unit represented by the Association shall have the right to strike provided that the Association has given a ten (10) day prior written notice of an intent to strike to the Board and to the State Employment Relations Board as required by 4117.14 of the Ohio Revised Code.

Section 1.09 WAIVER OF NEGOTIATIONS DURING TERM OF AGREEMENT

The Board and the Association shall acknowledge that during negotiations resulting in any agreement, each party had the right, subject to the limitations of law and this procedure, and the opportunity to make demands and proposals with respect to any matter not removed thereby, and that said agreement was arrived at by the parties after

the exercise of that right and opportunity. The Board and the Association shall agree that negotiations with respect to any subject or matter (except those subjects or matters required by the Ohio Revised Code) may not occur within the duration of this agreement unless by mutual agreement.

Section 1.10 PRINTING & DISTRIBUTION

A. Copies of this Negotiated Agreement will be emailed by the Association as soon after ratification and adoption as possible.

ARTICLE 2 - GRIEVANCE PROCEDURE

Section 2.01 PURPOSE OF PROCEDURE

The Board recognizes that in the interest of effective personnel management, a procedure is necessary whereby its Unit Members can be assured of a prompt, impartial and fair hearing on their grievances. Such procedures shall be available to all Unit Members and no reprisal shall be taken against any Unit Member initiating or participating in the grievance procedure.

Section 2.02 GRIEVANCE DEFINED

A grievance shall be defined as a claim by a member(s) or the Association that there has been a violation, misinterpretation, or misapplication of a provision of this agreement.

Section 2.03 PARTY IN INTEREST

The term grievant or aggrieved shall be defined as:

- A. Any individual member of the bargaining unit,
- B. A group or members of the bargaining unit if the grievance involves a question affecting all members of that group of grievants in the same manner,
- C. Or the Association.

Section 2.04 STEP ONE

Any grievant having a complaint shall first discuss such a complaint with his/her immediate supervisor and announce that this is Step One of the grievance procedure.

Section 2.05 STEP TWO

A. If the discussion does not resolve the complaint to the satisfaction of the grievant, or if no disposition is made within five (5) work days after such discussion, such grievant shall have the right to lodge a written grievance with such grievant's building principal. Such written grievance shall be lodged within thirty (30) work days following the act or condition, which is the basis of, said grievance. (See Appendix C) Failure to timely file (30 work days) a grievance will serve as a waiver of such grievance.

- B. The written grievance shall contain a statement of the facts upon which the grievance is based and a reference to the specific provision of this agreement that is alleged to have been violated, misinterpreted, or misapplied. A copy of such grievance shall be filed with the Superintendent and the Association. The grievant shall have a right to request a hearing before the building principal. Such requests shall be granted and such hearings shall be conducted within five (5) work days after the receipt of such request. The grievant shall have the right to be represented at such hearing by a representative of the Association.
- C. The building principal shall take action on the written grievance within five (5) work days after the receipt of said grievance, or, if a hearing is requested, within five (5) work days after said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant, the Superintendent, and the Association within five (5) work days. (See Appendix C)

Section 2.06 STEP THREE

- A. If the action taken in Step Two by the building principal does not resolve the grievance to the satisfaction of the grievant or no decision has been rendered by the principal or the Superintendent designate within ten (10) work days, such grievant may appeal in writing within five (5) work days to the Superintendent with a copy of said appeal filed with the building principal and the Association.
- B. Upon request, a hearing shall be conducted by the Superintendent within five (5) work days after the receipt of the request. The aggrieved shall have the right to be represented at such hearing by the Association.
- C. The Superintendent shall take action on the appeal of the grievance within ten (10) work days after the receipt of the appeal, or, if a hearing is requested, within ten (10) work days after the hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the Unit Member, the building principal, and the Association within ten (10) work days. (See Appendix C)

Section 2.07 STEP FOUR

A. If the grievant is not satisfied with the disposition of the grievance at Step Three, or if no decision has been rendered within ten (10) work days after the conclusion of the hearing, the grievant may within five (5) work days request the Association to refer the grievance to the American Arbitration Association. The Association shall give written notice of arbitration to the Board within three (3) work days of such

request. –Selection of the arbitrator will be completed according to the rules and regulations of the American Arbitration Association.

- B. The arbitrator so selected shall confer with representatives of the Board and the Association and hold hearings promptly and shall issue a decision in keeping with the normal procedures of the American Arbitration Association.
- C. The arbitrator shall limit a decision strictly to the application and interpretation of this Agreement and the arbitrator shall be without power or authority to make any decision limiting or interfering in any way with the powers, duties, or responsibilities of the Board, applicable law, and rules and regulations having the force and effect of law. The arbitrator's decision shall be in writing and shall be binding on both parties.
- D. The cost for the services of the arbitrator, including per diem expenses, if any, and the actual necessary travel and subsistence expenses, shall be borne in whole by the losing party.

Section 2.08 RIGHTS OF THE GRIEVANT(S) AND ASSOCIATION

- A. The grievant has the right to Association representation at Step One through Step Four hearings involving the grievance.
- B. The Association has the exclusive right to file grievances and to be present for the adjustment of any and all grievances. The Association shall be provided copies of all documents related to all grievances including settlement proposals, related Memorandum of Understanding and final settlement document. The Association shall be party to all grievances. The terms, conditions and provisions of all grievance settlements shall be subject to the approval of the Association.
- C. Grievance forms shall be attached as an Exhibit of this Agreement and it shall be the exclusive right of the Association and building administration to issue forms to grievants.
- D. Meetings and hearings held under the grievance procedure shall be conducted at a mutually agreed upon time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.
- E. A grievance may be withdrawn by the grievant at any time without prejudice.

ARTICLE 3 - BOARD/ASSOCIATION RIGHTS

Section 3.01 BOARD RIGHTS CLAUSE

A. BOARD RIGHTS

Except as otherwise expressly provided in this Agreement, the Board reserves and retains solely and exclusively all of its rights, pursuant to and consistent with applicable state and federal law, to manage, direct, and control the operation of the district. These rights include, but are not limited to, such areas of discretion or policy as specified within ORC 4117.08C(1-9):

- 1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- 2. Direct, supervise, evaluate, or hire employees;
- 3. Maintain and improve the efficiency and effectiveness of governmental operations;
- 4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- 5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
- 6. Determine the adequacy of the workforce;
- 7. Determine the overall mission of the employer as a unit of government;
- 8. Effectively manage the workforce;
- 9. Take actions to carry out the mission of the public employer as a governmental unit.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this Agreement. (E.G. Article 11, Progressive Discipline Procedure).

Section 3.02 PAYROLL DEDUCTION

- A. The Board shall deduct from each Unit Members' salaries the unified Association dues, assessments, fees, and political contributions.
- B. Dues of certified/licensed staff members for professional Unit Membership shall be deducted by the Treasurer of the Board in twenty (20) equal installments beginning the first pay in October annually.
- C. Deduction will continue in effect until the entire authorized deductions are made or until the Unit Member requests in writing to the Treasurer that such deductions are to be discontinued.
- D. The Board will check-off uniform membership dues during the school year on the basis of individually signed volunteer check-off authorization cards. All such authorization cards shall be voluntarily signed by the Unit Members It is understood that such authorization may be revoked by said Unit Member upon giving of written notice to the Board and the Association. The Association shall furnish to the Board each school year at least two (2) weeks prior to first deduction an alphabetical list of its members who have authorized payroll deductions and the amount to be deducted by the Board.
- E. The Association shall indemnify and save the Board harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of any unacceptable action taken or not taken by the Board or its agents in reliance upon signed payroll dues deduction cards, or written revocation of same.

Section 3.03 VISITS TO SCHOOL

Association Business

- A. If requested by the Association, up to a total of six (6) days leave per year shall be granted for Association activities. Such leave shall be used in full day Increments, with advanced notification to Superintendent. The Association will reimburse the District for the cost of the substitute for the three (3) days. For clarification purposes, this language allows for six (6) days total Association Leave, not six (6) days per bargaining Unit Member.
- B. The Association President or designee(s) will be provided speaking time on the Board's meeting agenda, if requested in writing five (5) working days in advance of the meeting. This will allow time for inclusion in the agenda; however, the public speaking time will be subject to participant requirements as stated in the Board Policy.

C. The President of the Association and/or the OEA Labor Relations Consultant (LRC) may visit schools prior to or after the contractual day. Either prior to or immediately upon arrival at any school, the President and/or the LRC shall notify the Principal or his/her designee of his/her visit. Any visit to the school by the President and/or the LRC shall not interfere with the program of instruction taking place in that building.

Section 3.04 AVAILABILITY TO ASSOCIATION

- A. An electronic copy of the agenda of each regularly scheduled Board meeting and an electronic copy of the approved minutes of the previous meeting shall be posted on the Board's website and emailed to all staff members at their district-provided email addresses. Such agendas and minutes shall be available in the Administrative Secretary's office at the same time as such materials are released for distribution to Board members, administration, and the press.
- B. The Association President shall be provided with one (1) copy of all written policies, rules, regulations, and procedures of the Board and any subsequent amendments, and in addition, copies of this information should be readily available to each building/worksite.
- C. The Board will place the BEA President on its list of individuals who will receive Board packets, including addendums. Materials given to Board Members at the meeting will be given to the BEA either prior to or during the meeting.
- D. Upon request by the Association, the Board shall furnish the Association information related to its financial and educational operation. Such information shall be provided to the Association no more than once per month when the Board receives its information.

Section 3.05 BULLETIN BOARD SPACE

A. The Association shall be provided bulletin board space in the Unit Members' workrooms for posting official notices (and other official material relating to Association activities).

Section 3.06 COMMUNICATION WITH UNIT MEMBERS

A. The Association representatives shall make a presentation about the Association during any new Unit Member orientation program.

- B. The Association shall be permitted to make announcements at general staff meetings, building meetings, and total staff meetings, with prior notification to the administrator holding the meeting.
- C. The Association shall have the right to utilize the mailboxes and electronic mail of Unit Members. Placement of materials in mailboxes will be made by the building representative or his/her designee.
- D. The Board shall provide the Association President with the names, addresses, building assignments, and phone numbers of all bargaining Unit Members.
- E. Board may allow the use of facilities for one (1) Association meeting during the contracted Unit Member work day with the permission of the Superintendent. Said meeting will not interrupt nor interfere with class instructional time.

Section 3.07 FAIR SHARE FEE

In the event that overriding laws at the State or Federal levels change to allow for a Fair Share Fee, or Representational Fee Option for the Bethel Education Association, the language from Section 3.07 FAIR SHARE FEE of the 2018-2021 Master Agreement, in its entirety, will be immediately reinstated in the current negotiated agreement by both the Board and Association, to the extent allowed by law.

Section 3.08 BEA OFFICER STIPENDS

- A. Upon written request by the BEA to the Board Treasurer, BEA Officer(s) will be paid an annual stipend by the Board in the amounts provided by the BEA. The written request will include the name of the Officer(s), and the gross dollar amount of the stipend.
- B. The Board will deduct/withhold all applicable Federal, State, and City/Local income taxes from said stipends.
- C. The total cost of the STRS contribution for said amount will be deducted from the stipend amount.
- D. The BEA will reimburse the Board the entire gross amount for the stipends of all BEA Officer(s), including the Board's share of the payments to STRS and Medicare no later than May 1 of the affected school year. A single payment will be made by check from the BEA Treasurer to the Board Treasurer within a reasonable period of time upon having received a detailed accounting of the two (2) BEA Officer(s) stipend disbursements.

Section 3.09 BUILDING LEVEL TEAM

- A. In each of the Elementary, Middle, and Senior High Schools there shall be a Building Level Team (BLT) comprised of Unit Members and administration and staff selected by the administration. BLT members shall be solicited as volunteers and will serve for two (2) years with the option to renew participation for one (1) additional two-year period.
- B. The purpose of the BLT is to foster communications among staff and administration, and provide collaboration on building initiatives, school improvement, and related activities. Any item of concern to the building staff shall be discussed at these meetings without reprisal.
- C. Any Unit Member may suggest items to be considered by the BLT. Issues of concern must be submitted for consideration one (1) week prior to the scheduled meeting.
- D. The BLT shall set its own procedures and meet as needed. Date and time of the BLT meetings shall be posted and communicated to Unit Members two (2) weeks prior to the meeting date.

ARTICLE 4 - UNIT MEMBER CONTRACTS

Section 4.01 UNIT MEMBER CONTRACTS/ANNUAL SALARY NOTICE

Bargaining Unit Members offered a limited teaching contract will not receive a salary notice. Bargaining Unit Members holding a continuing contract will receive an annual salary notice. Board contracts shall include the following information:

- 1. Name of Unit Member,
- 2. Name of school district and the Board,
- 3. Type of contract, limited or continuing. If limited, the number of years the contract is to be in effect,
- 4. Annual compensation to be paid for the first year of the contract,
- 5. Basis of determining compensation (e.g. classroom Unit Member BA degree 5 years' experience), as referenced in the Negotiated Salary Schedule.
- 6. If no change of teaching assignment has been made when contracts are issued, Unit Members may assume that they will have the same teaching assignment for the next school year. If the Superintendent determines that the educational needs of the district require a change of teaching assignment after the contract is issued, the Unit Member will be given prompt written notice of such change, and
- 7. Provision for signature and date of signature of the Unit Member being contracted.

Section 4.02 CONTRACT YEAR

- A. The contract year defined below for certified/licensed teaching personnel shall include all days school is open for instruction and other days necessary for in-service education, orientation, parent/Unit Member conferences, and other reporting requirements.
- B. Unit Members in their first year of employment shall have one hundred eighty-five (185) total work days.
- C. Unit Members with one (1) or more years' experience in the Bethel Schools shall have one hundred eighty-four (184) total work days.

Section 4.03 TERMINATION AND NON-RENEWAL

Termination of contracts by the Board shall be in accordance with Section 3319.16 of the *Ohio Revised Code*.

Non-renewal of limited contracts shall be in accordance with *Ohio Revised Code* Section 3319.11 except that the term "evaluation procedures" as used therein shall mean those procedures established pursuant to Article V of this Agreement and not to the procedure specified in the *Ohio Revised Code* Section 3319.111.

Supplemental contracts shall be automatically non-renewed annually in accordance with Section 3319.11 of the *Ohio Revised Code*.

Section 4.04 UNIT MEMBER WORK DAY

- A. The starting and dismissal times for students may vary from building to building provided, however, the length of the Unit Member's work day does not exceed seven (7) hours and fifteen (15) minutes exclusive of the Unit Member's one half (1/2) hour duty free lunch period and the instructional time is within the statutes set forth by the State of Ohio. If possible, the President of the Association is to be notified of any change or modification of starting and dismissal times before public announcement is made.
- B. The starting and dismissal times for students and the duty assignments of individual Unit Members may be changed so long as such change does not increase the number of hours during which the Unit Members are required to be present.
- C. Whenever possible, faculty meetings shall be in the confines of the Unit Member's regular school day. Any meetings held before or after the regular school day shall be voluntary. Although such meetings are considered to be voluntary, Unit Members shall make every reasonable effort to attend.
- D. It is agreed that Unit Members shall be given compensatory time off if required to conduct district wide parent-Unit Member conferences outside of the normally scheduled hours of work. This compensatory time cannot be requested to replace regularly scheduled parent-Unit Member conferences.
- E. Unit Members at the secondary level and elementary specials teachers (i.e. physical education, art, music, technology, etc.) will be provided with at least one (1) preparation period per day equal in length to one (1) of their regular class period within the regular student day. Unit Members who teach less than full time shall have their preparation time pro-rated.

- F. All professional staff members at the elementary level shall be provided with at least two hundred (200) minutes planning and conference time per week. Planning and conference time shall normally be scheduled during times when specialists are present, unless classes are suspended for special programs or activities. Unit Members who teach less than full time shall have their preparation time pro-rated.
- G. The Board shall provide Educational Aides to cover the Elementary lunch and recess duties.
- H. Each Unit Member shall have at least one half (1/2) hour uninterrupted duty-free lunch period daily.
- I. A Unit Member work day shall be scheduled on a day in January. The Unit Member Workday shall be free from mandatory administrative assignments, in-service and professional development meetings. It shall be scheduled on a day when students are not in attendance and shall be free from student instruction and/or supervision. During the Unit Member Workday, Unit Members shall arrive and depart at usual start and dismissal times, shall be free to work in their classrooms privately or in groups, shall be permitted to use their thirty (30) minute duty free lunch to participate in individual or group lunch breaks on campus or off campus.
- J. The Board shall provide the Unit Members three (3) Educational Progress Days (in the months of October, January, and April).
- K. The Board shall provide Unit Members with a two-hour early dismissal at the end of the first and third quarter to complete grade cards.

Section 4.05 ASSIGNMENTS

Prior to June 1 of each year, each principal will meet with staff members if it is anticipated that their assignment will change for the upcoming school year.

Any change in assignment after June 1 shall occur only after consulting with the affected Unit Member(s).

Section 4.06 CLASS SIZE

A. The Board and the BEA recognize that the student-Unit Member ratio is an important part of effective and quality instruction. It is agreed that the number of students assigned to a Unit Member must reflect an efficient use of the Unit Member's time to develop and implement diversified, quality lessons to address the academic needs of his/her students and meet curricular standards.

- B. Unit members have the option to discuss with their Principal and Superintendent any relevant student background data that assists the Principal in determining class assignment. At the request of the BEA President, the Superintendent shall advise the BEA President and those Unit Members so affected, of increasing class sizes.
- C. Special consideration will be made of assigning students enrolled in special needs programs (e.g. IEP's, 504 Plans) to a variety of Unit Members to ensure quality instructional opportunities. Consistent with the student documents.
- D. Enrollment in special education classes will be closely monitored and maintained as per directives of the ODE's Office for Exceptional Children. When a 504/IEP Plan involves changes in classroom working conditions, such conditions will be reviewed with the Unit Member of record and any assigned educational aides prior to any implementation. All Unit Members of record responsible for implementation will receive all relevant and available student documents.

Section 4.07 INCLUSION/SPECIAL EDUCATION

- A. Inclusion shall mean the placement of Special Needs students in the classroom of non-special education Unit Members.
- B. The Board will provide training for all regular Unit Members dealing with "included" students. Said training shall include methods of safely dealing with and disciplining such students, emergency medical procedures, and Unit Member responsibility and liability in regard to these students.
- C. The Unit Member of special education students may request additional training for the purpose of instructing students with special needs.
- D. All regular classroom Unit Members who have "included" students shall be invited to participate in the preparation of the IEP and may be invited to attend the IEP meeting for each of the "included" students.
- E. The Unit Member assignment of students for inclusion shall be made on an equitable basis. Unit Members of special education with included students may request a reduction of their total student class size.
- F. The regular classroom Unit Member who is assigned to teach students with special needs shall have the assistance of a certificated/licensed, special education Unit Member, and any IEP mandated supplemental services.
- G. The classroom Unit Member shall not be responsible for any lifting, diapering, catheterization or any technical procedures with any student.
- H. The Unit Member shall be responsible for the academic requirements defined in the IEP of a student with special needs.

- I. Issues which may develop within the classroom will be addressed in an expeditious manner by the administration.
- J. The Board and Association acknowledge and agree that all issues relevant for students with disabilities, and eligible for with an IEP or 504 Plan, will be in compliance with the requirements of State and Federal Statutes.

Section 4.08 ARRANGEMENTS

Arrangements for Open House to be held during the month of August/September may be made by a committee appointed by the Superintendent consisting of representatives of the Association from the elementary, junior, and senior high schools, non-certificated/licensed staff, parents, students, and administrative staff.

Section 4.09 PARENT CONFERENCES AND OBSERVATIONS

Although cooperation and communication between parents and Unit Members is an important facet of teaching and shall be encouraged at all levels, the normal discharge of a Unit Member's daily responsibilities must be protected. The Unit Member and the administrator will select a conference or observation time that is mutually agreeable to parents and Unit Member. If a mutually agreeable time cannot be found, the administrator will offer at least two (2) conference or observation times. The Unit Member will select from the presented options.

Section 4.10 NON-DISCRIMINATION

The Board shall not discriminate with regard to handicap, race, color, creed, ancestry, national origin, sex, religion, marital status, age, or political opinions/affiliations. The Board shall not discriminate against Unit Members because of membership in the Association or participation in Association activities.

Section 4.11 CONTINUING CONTRACT

A. PROCEDURE FOR CONSIDERATION OF CONTINUING CONTRACT STATUS

Any Unit Member anticipating becoming eligible for a continuing contract must notify the Building Principal in writing, with a copy to the Superintendent, by September 15 of the school year in which the Unit Member becomes eligible. The Unit Member must have on file by March 1 of the school year of tenure eligibility either:

- A Professional, Permanent or Life teacher's certificate issued upon application submitted to the State Board of Education prior to September 1, 1998 or renewed or upgraded subsequent to September 1, 1998 in accordance with Ohio Revised Code 3319.22; or
- 2. A Professional Educator's License issued after October 29, 1996 and proof of either of the following:
 - a. If a master's degree was not held at the time of initially receiving a teaching certificate or an educator's license, thirty (30) semester hours of course work in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license; or
 - b. If a master's degree was held at the time of initially receiving a teaching certificate or an educator's license, six (6) semester hours of graduate course work in the area of licensure or in an area related to the teaching field since the initial issuance of the teaching certificate or license.
- 3. The Unit Member must have taught for at least three (3) of the last five (5) years in the Bethel Local School District. If the Unit Member attained continuing contract status in another school district, the Unit Member must have served at least two years in the Bethel Local School District and be reemployed by the Board in order to be eligible for tenure, unless upon recommendation of the Superintendent and approval of the Board tenure is approved prior to the expiration of this two-year period.
- 4. The Unit Member may withdraw an application for continuing contract on before January 1 without penalty.
- 5. In additional to the requirements contained in Sections A(1) through A(4) above, bargaining Unit Members who received the first educator's license on or after January 1, 2011 must have held the educator's license for at least seven (7) years to be eligible for a continuing contract.

B. EXTENDED LIMITED CONTRACTS

The Superintendent may recommend reemployment of the Unit Member, if continuing service status has not previously been attained elsewhere, under an extended limited contract for a term not to exceed two (2) years, provided the Superintendent gives the Unit Member written reasons directed at the professional improvement of the Unit Member on or before the thirtieth (30th) day of April. Upon subsequent reemployment of the Unit Member only a continuing contract may be entered into. To the extent that this procedure for granting an extended limited

contract differs with that found in Ohio Revised Code Section 3319.11, the parties intend that this provision replaces and supersedes same.

Section 4.12 INDEPENDENT STUDY

Infrequently a Unit Member, may be asked to include an additional student within his/her single class period as an Independent Study student. The following procedure will be followed when assigning a student in an academic class as an Independent Study student.

- 1. Participation as an Independent Study Unit Member will be voluntary.
- 2. Requests of a Unit Member to be the Unit Member of record of an identified Independent Study student will come from the guidance counselor.
- 3. Upon acceptance, the Unit Member will participate in a meeting with the assigning guidance counselor, building principal, parent(s) or guardian(s), and the Independent Study student to review/discuss the course syllabus, academic requirements, Unit Member responsibilities, and student responsibilities.
- 4. At no time will the enrollment of an Independent Study student exceed the maximum number of students allowed for that class period.
- 5. At no time will the presence of an Independent Study student interfere, interrupt, or disrupt the scheduled classroom instruction.
- 6. The Superintendent will be the sole authority in determining and assigning the academic grade.
- 7. The volunteer Unit Member of records will receive a one-time stipend of two hundred fifty dollars (\$250) per student, per semester. Payment will be made within one (1) week after submission of semester grades.

Section 4.13 COLLEGE CREDIT PLUS

- A. Unit Member who is the teacher of record for the partnering institution of a College Credit Plus course shall receive a stipend of three hundred and fifty dollars (\$350.00) per College Credit Plus course.
- B. A total of five thousand dollars (\$5000.00) annually will be earmarked for Unit Members pursuing college courses towards College Credit Plus credentialing. This amount will not be subjected to the cost averaging as stipulated with Section 15.07 of this Negotiated Agreement.

ARTICLE 5 - INVOLUNTARY TRANSFER

Section 5.01 JOB OPENINGS

- A. A vacancy shall be defined as an open position, which the Board intends to fill, caused by:
 - 1. An Unit Member's leaving employment as a result of a termination, resignation, retirement or death.
 - 2. An Unit Member's non-renewal.
 - 3. An Unit Member's transfer to another bargaining unit position.
 - 4. An Unit Member's assuming a non-bargaining unit position.
 - 5. An Unit Member's leave of absence for more than sixty (60) working days and it is not specifically provided for in the Contract that the Unit Member retains the right to return to the same position.
 - 6. The creation of a new bargaining unit position.
 - a. A Unit Member suffering a RIF from full time to part-time should be considered for full-time status prior to the recall of a Unit Member with less seniority from the RIF list and/or the hiring of a new Unit Member to fill a new position or vacancy for which the Unit Member is properly credentialed. Any part-time Unit Member should be considered for a full-time vacancy before hiring of a new Unit Member. These considerations are in light of performance evaluations and proper certification/licensure.
- B. A transfer shall be defined as a change in assignment by an Unit Member from one bargaining unit position to another.
- C. An involuntary transfer shall be defined as a Superintendent initiated reassignment of a Unit Member.

Section 5.02 POSTING OF A VACANCY NOTICE

- A. The vacancy notice shall be posted within five (5) work days or seven (7) calendar days, if during the summer break, or the official notification of an Unit Member's resignation, retirement, or date of discharge or Board action to create a new position.
- B. The vacancy notice shall be posted openly on all Unit Member bulletin boards, with a copy sent to the Association President.

- C. The vacancy notice shall include the position title, minimum requirements of the position, and location of assignment.
- D. The posting period shall be for five (5) work days or seven (7) calendar days during the summer break unless waived by mutual agreement by the Superintendent and Association. Unit Members wishing notification of posting during the summer break must fill out a form in the superintendent's office before they leave on break. Unit Members must provide address and phone number(s) where they can be contacted. Position will not be held open for an Unit Member on extended vacation.
- E. Nothing in this agreement shall require the Board to fill any vacancy.

Section 5.03 VOLUNTARY TRANSFER

- A. An Unit Member under contract or recommended for renewal in April will be given preference for a voluntary transfer, provided the Unit Member does one of the following:
 - 1. Completes an intent form distributed by the administration to provide written notice to the Superintendent of his/her interest in a vacant position. This notice shall state in order of preference, where applicable, the building desired, grade level desired, and/or subject area desired; or
 - 2. Within five (5) calendar days after the first day of posting of a vacancy, the Unit Member provides written notice to the Superintendent of his/her interest in the position.
- B. All Unit Members who apply and who are qualified for a new or vacant position will be considered for such positions. Unit Members who apply but are not selected for a transfer may request a conference with the Superintendent or designee to discuss the reason(s) for the denial of the transfer. If requested by the Unit Member, the Superintendent or designee will provide the reason(s) for the denial in writing.

Section 5.04 INVOLUNTARY TRANSFER PROCEDURE

- A. If no Unit Member requests or is transferred to the posted vacant position, the Superintendent may transfer an Unit Member to the vacant position.
- B. No Unit Member shall be involuntarily transferred in an arbitrary manner or for disciplinary reason(s).
- C. Any Unit Member involuntarily transferred shall be given written reason(s), prior to the transfer. The Unit Member may request a meeting with the principal and/or the Superintendent to discuss the written reason(s).

ARTICLE 6 - SENIORITY

Section 6.01 SENIORITY DEFINED

The "Board" shall establish seniority lists for Unit Members and submit them to the "Association" President each year in October. Such lists will be deemed to be conclusive as to seniority unless objections are raised by BEA or any Unit Member within two (2) weeks after the lists are given to BEA.

Seniority shall mean the length of continuous employment in a bargaining unit position as follows:

- A. Seniority shall begin to accrue from the date of hire by the Board for a nonsupplemental teaching bargaining unit position.
- B. Seniority shall accrue for all time an Unit Member is on active pay status or is receiving worker's compensation benefits.
- C. Time spent on inactive pay status (unpaid leave or reduction in force) shall not contribute to the accrual of seniority, but shall not constitute a break in seniority.
- D. No Unit Member shall accrue more than one (1) year of seniority in any work year.
- E. Anyone who resigns, retires or is discharged and then is re-employed, shall have their seniority accrue starting with the most recent day of hire. Years before the break in employment shall not count for seniority.
- F. Seniority rights shall be extended to any member who provides service for fifty percent (50%) or more of a regular teaching day during the contract year.
- G. The Board and Association recognize that the provisions of Ohio Revised Code 3319.17 replace any conflicting language in this agreement, pertaining to Seniority, Equal Seniority, Reduction in Force and Recall.

Section 6.02 EQUAL SENIORITY

A tie in seniority shall occur when two (2) or more Unit Members have the same amount of seniority credit as determined by the seniority list.

Ties in seniority shall be broken by the following method to determine the most senior Unit Member.

- A. The Unit Member with the first day worked in a non-supplemental teaching bargaining unit position; then
- B. The Unit Member with the earliest date of employment (date of hire) by the Board;

C. By lottery, with the most senior Unit Member being the one whose name is drawn first, etc. This procedure shall be implemented in the presence of a designated Association representative.

Section 6.03 SUPERSENIORITY

For reduction in force purposes only, Unit Members employed under continuing contract shall have greater seniority than Unit Members employed under limited contract.

Section 6.04 REDUCTION IN FORCE

- A. When it becomes necessary to reduce the number of Unit Member positions for the reasons set forth in the Ohio Revised Code Section 3319.17, the following procedures will apply.
- B. Implementation of a reduction in force shall occur at no other time than the beginning of a school year or except for reductions made necessary by the return of an Unit Member from a leave of absence.
- C. Any reduction will first be made through attrition resulting from resignations, retirements, non-renewals, terminations and transfers with the vacancies created filled utilizing the procedures set forth in Article V.
- D. Seniority is no longer the sole determining factor in RIF and can only be used when determining the RIF order of Unit Members who have comparable evaluation ratings.
- E. Thirdly, any Professional Staff Member displaced from his/her current teaching assignment due to reduction in force may bump the most junior Professional Staff Member in another teaching field in which he/she is certificated/licensed, provided such certification/licensure is on file in the Superintendent's office. In no event shall a Professional Staff Member without a continuing contract or part-time Professional Staff Member without a continuing contract exercise bumping rights over a full-time Professional Staff Member with a continuing contract.

When a full-time teaching position is reduced to less than full time, it shall be considered a RIF. All RIFs shall be conducted in accordance with the provisions set forth in this agreement. A Unit Member suffering a RIF from full time to part time should be considered for full time status prior to the recall of a Unit Member with less seniority from the RIF list and/or the hiring of a new Unit Member to fill a new position or vacancy for which the Unit Member is properly credentialed. The considerations are in light of performance evaluations. F. If additional reductions are necessary, continuing contract Unit Members in the certification/licensure area(s) affected by the reduction will be reduced by suspending contracts in the reverse order of seniority (i.e. the least senior Unit Member is reduced first). Only if it is determined that their most recent Unit Member evaluations are comparable.

Comparable shall be defined based on the final summative ratings on the most recent Unit Member evaluation document. If/When there is disagreement regarding the determination of comparable, the matter shall be considered appropriate for resolution through the grievance procedure.

G. The Superintendent shall give written notice of the intent to recommend suspension of contracts to the affected Unit Members. This notification shall be given no less than eight (8) calendar days prior to the Board meeting at which the action to reduce staff will be taken.

Section 6.05 RECALL

- A. Unit Members whose contracts have been suspended as a result of a reduction in force shall have the following rights:
 - 1. The Unit Member shall remain on the recall list for two (2) years.
 - 2. The Board shall make no new appointments while there are properly certificated/licensed Unit Members with suspended contracts available on the recall list to fill vacancies.
 - 3. Unit Members on the recall list will be recalled in order of seniority for vacancies in areas for which they are certified/licensed.
 - 4. Unit Members whose continuing contracts have been suspended shall have the right of restoration to continuing service status in accordance with ORC 3319.17.
 - 5. Unit Members who wish recall shall keep their current address and certification/licensure on file with the Superintendent.
 - 6. Notice of recall will be by certified letter to the last known address of the Unit Member. Within seven (7) calendar days of receipt of the notice, the Unit Member must indicate in writing to the Superintendent his/her intent to accept or decline a recall. Failure to respond in writing within seven (7) calendar days will signify forfeiture of all recall rights and resignation of employment.
 - 7. An Unit Member who declines to accept an offer of recall to an equal (i.e. Fulltime/Part-time) position, as previously held, will forfeit all recall rights and will be deemed to have resigned his/her employment.

Section 6.06 STATUTORY CONSIDERATIONS

A. It is the express understanding and agreement of the parties hereto that the provisions of this Article may not conflict with the requirements of Revised Code Section 3319.17, but in all other respects shall supersede and take the place of Revised Code Section 3319.17.

ARTICLE 7 – EVALUATION

Section 7.01 TEACHER EVALUATION

(Teacher will be used instead of Unit Member for this section)

- I. OVERVIEW
 - A. The Bethel Local School District will utilize the Ohio Teacher Evaluation System OTES 2.0, adopted by the State Board of Education in 2018 as the foundation of the evaluation process. These standards provide the instructional staff and administration with a common language and a set of skills to enable administration to successfully evaluate educators.
 - B. The Board of Education has adopted a teacher evaluation policy OTES 2.0 in accordance with the standards-based statewide teacher evaluation framework adopted by the State Board of Education.
 - Each evaluation will have a rating of (4) Accomplished; (3) Skilled;
 (2) Developing; or (1) Ineffective.
 - 2. The rating must be based on teacher's performance. (
 - 3. The teacher's performance measures require pre-observation conferences, two scheduled formal observations, post-observation conferences and walkthrough visits.
 - 4. All formal evaluations and walkthroughs, including pre-observation conferences and post-observation conferences must be completed by May 1st and the teachers must be provided with a written copy of the evaluation results by May 10th.
 - 5. After each post-observation conference, teachers have three (3) days to submit additional evidence related to their observation.
 - C. "OTES" stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2011, or as otherwise modified by the State Board of Education. This evaluation program has been developed in consultation with teachers employed by the Bethel Local Schools Board of Education. OTES has been revised as OTES 2.0, was adopted by the SBOE in 2018 and is now the standard for teacher evaluations.
 - D. A District Evaluation Committee (EC) composed of four (4) Association members appointed by the Association President and designees appointed by the Superintendent will be established as delineated in Section 7.03 of this Master Agreement. The Committee will meet at least annually to make recommendations regarding the teacher evaluation procedure, if needed.

With OTES 2.0, the EC has the specific responsibility of establishing the foundation and guidelines of High Quality Student Data (HQSD) and oversight regarding the implementation of HQSD. The EC will also meet to convene the OTES Procedural Appeal Committee, as needed. The Committee will submit any of its recommendations to the Association for ratification. Upon ratification by the Association, the Committee's recommendations will be submitted to the Board of Education for approval. Any and all changes to the Teacher Evaluation Policy will take effect upon approval of the Board.

II. PURPOSE

- A. To serve as a tool to advance the professional development of teachers
- B. To inform instruction.
- C. To provide Boards of Education with information about district-wide priorities concerning staff development, strategic planning and preservation of a high quality public school system.
- D. To assist teachers and administrators in identifying and developing best educational practice that offers the greatest opportunity for student learning and achievement.

III. DEFINITIONS

- A. Teachers are those individuals working under a license/certificate/permit issued under Ohio Revised Code (ORC) Sections 3319.22, 3319.26, 3319.222 or 3319.226 who spends at least fifty percent (50%) of his/her time providing content-related student instruction.
- B. "Retention" for purposes of this policy refers to employment decisions on the question of whether or not to suspend a contract pursuant to a reduction in force, nonrenewal a limited or extended limited contract, or terminate employment for good and just cause. In the case of a reduction in force, seniority will not be considered when making decisions on contract suspensions, except in the instance of comparable evaluations. The decision to non-renew or terminate the contract of a poorly performing teacher may be informed by the evaluation (s) conducted under this policy. However, decisions to non-renew or terminate a teaching contract are not limited by the existence of this policy.
- C. "Promotion" as used in this context is of limited utility given the fact that teachers covered by this policy are not currently employed in any

discernible hierarchy. Nevertheless, when making decisions relative to such matters as determining department or grade level chairpersons, selections to curricular or strategic planning bodies, or teaching assignments, the Board will consider teacher performance as indicated by evaluations.

- D. "Poorly Performing Teachers" refers to teachers identified through the evaluation process set forth in this policy who demonstrate an inability and/or unwillingness to meet the reasonable expectations of this standards-based evaluation system.
- E. "Comparable Evaluations" Since seniority may not be the basis for teacher retention or other employment decisions, except when deciding between teachers who have comparable evaluations, this refers to teachers within the categories of "Ineffective," "Developing," "Skilled," and "Accomplished." Seniority will not be a basis for making retention decisions, except when making a decision between teachers who have comparable evaluations.
- F. Principals and assistant principals will be evaluated in accordance with the principal evaluation policy adopted by the Board in accordance with ORC 3319.02.
- G. This policy does not apply to the superintendent, assistant superintendent(s), business manager, treasurer or "other administrator" as defined by ORC 3319.02. This policy also does not apply to substitute teachers.

IV. STANDARDS-BASED TEACHER EVALUATION

- A. Each teacher will be evaluated according to the ORC and the Ohio Teacher Evaluation Framework, which is aligned with the Ohio Standards for the Teaching Profession adopted under state law. Using multiple factors set forth in the framework the teacher's final holistic rating will be based upon a combination of informal and formal observations and supporting evidence using the Teacher Performance Evaluation Rubric. Each teacher evaluation will result in an effectiveness rating of:
 - 1. Ineffective
 - 2. Developing
 - 3. Skilled
 - 4. Accomplished

V. EVALUATION CYCLES

- A. Except as otherwise provided in this policy, all instructors who meet the definition of "teacher" under ORC 3319.111 and this policy will be evaluated based on the full evaluation process.
- B. Teachers on a limited contract who are under consideration for nonrenewal will receive three (3) formal observations (the third one may be unannounced). If nonrenewal is being considered, a written notice of nonrenewal will be provided by June 1st.
- C. Teacher who received a rating of "Accomplished" on his/her most recent evaluation will be evaluated fully once every three (3) school years. During off years they will follow the guidelines in the Less Frequent Observation Process.
 - 1. Teacher will establish a self-directed Professional Growth Plan.
- D. Teacher who received a rating of "Skilled" on his/her most recent evaluation will be evaluated fully once every two (2) school years. During off years they will follow the guidelines in the Less Frequent Observation Process.
 - 1. Teacher will establish a jointly created Professional Growth Plan with their evaluator
- E. A teacher with a final holistic rating of developing will develop a professional growth plan that is guided by the assigned evaluator.
- F. A teacher with a final holistic rating of ineffective will be placed on an improvement plan developed by the assigned evaluator.
- G. The evaluator has the discretion to place a teacher on an improvement plan at any time based on any individual deficiencies in any individual component of the evaluation system.
- H. Administration may fully evaluate any teacher not on a full evaluation cycle with just cause.
- I. RETIRING TEACHERS
 - 1. Any teacher who is eligible to retire pursuant to the State Teachers Retirement System of Ohio's rules and regulations and who submits a notice of retirement to the Board of Education on or before November 1st of his/her last year of employment, will not be evaluated or required to complete any of the requirements that an Accomplished or Skilled teacher is required to complete the year or years in which the teacher is not evaluated. *For example,* if a teacher, eligible for retirement, submits a notice of retirement to the Board on

or before November 1st, 2017, he/she will not be evaluated during the 2017-2018 school year.

- 2. The teacher's retirement must take effect the day after the last contracted work day of the applicable school year. It is expected that the teacher will submit such notice of retirement in good faith.
- J. If a teacher is on Board approved leave for more than 50% of the school year, they will not be evaluated.

VI. FULL EVALUATION PROCESS

- A. Recommended to complete self-assessment tool by October 1st.
- B. Establish Professional Growth Plan or Improvement plan within ten (10) school days of post holistic observation conference.
 - 1. Professional Growth Plan contains at least one goal. Development will follow Ohio Revised Code.
 - 2. Improvement Plan goal determined by evaluator.
- C. ESTABLISH HQSD
 - 1. Teachers will establish HQSD in accordance to Ohio Revised Code.
 - 2. HQSD will be approved by grade level/departments using the HQSD Verification Form.
- D. PROCESS FOR HOLISTIC OBSERVATION (1ST OBSERVATION OF THE YEAR) COMPLETED BY END OF THE 1ST SEMESTER.
 - 1. Pre-Conference must occur within 5 school days of observation.
 - a. Teacher may use Pre-Conference Planning Questions
 - 2. Formal Holistic Observation (evaluator visiting during one class period announced for a minimum of 30 minutes.
 - a. Evaluator will document all observed areas on the OTES 2.0 Rubric as well as information collected in the pre-conference.
 - 3. Post Conference
 - a. Discuss the teacher's rubric and share with the teacher
 - b. Conference will follow observation to determine the identified area(s) of focus within 10 school days.

- E. PROCESS FOR FOCUSED OBSERVATION(S) COMPLETED BY MAY 1ST.
 - 1. Pre-conference must occur within 5 school days of observation
 - a. Teacher may use Pre-Conference Planning Questions
 - b. Announced Formal Focused Observation (at least 30 minutes)
 - c. Emphasis on the focus area(s) identified at the Holistic Observation
 - 2. Post-Conference
 - a. Teacher reflects on the lesson and discusses their progress on the Professional Growth Plan and HQSD
 - Evaluator provides feedback from the lesson with the OTES
 2.0 Rubric and discusses progress on the teacher's Professional Growth Plan or Improvement Plan
- F. <u>Classroom Walkthroughs (Walkthroughs will happen after the Holistic</u> <u>Observation</u>)
 - 1. Classroom Walkthroughs/Informal Observations focus on identified focus area(s) when applicable (at least 10 to 30 minutes each)
 - a. Evaluator will utilize the State Walkthrough/Informal Observation Check Box Form
 - b. Feedback will be received within three (3) school days
- G. Final Holistic Summative Rating will be provided to teacher by May 10th.
- VII. THE LESS FREQUENT OBSERVATION PROCESS: BEST PRACTICE IMPLEMENTATION

Professional Growth Plan

a. Establish PGP by end of 1st quarter

Informal Observation

- a. Evaluator will use the Walkthrough form to document the observation and provide evidence on the focus area.
- b. Observation must be a minimum of 30 minutes.

Post-Conference

a. Teacher discusses progress on their Professional Growth Plan

Bethel 2024-2027

- b. Evaluator determines if the teacher is making adequate progress on their Professional Growth Plan
 - 1) Evaluator marks on the Professional Growth Plan if the teacher has made progress or if there is insufficient progress made

Final Holistic Rating – Carry Forward

VII. BOARD PROFESSIONAL DEVELOPMENT PLAN

The Board will provide for the allocation of financial resources to support professional development to the extent required by State law and the State Board of Education evaluation framework.

VIII. PROCEDURAL APPEAL PROCESS

- Α. Within a teacher's Final Summative Rating, evaluators' judgments and observations are *not* grievable, any and all violations, misinterpretations, omissions and/or misapplications of proper OTES 2.0 procedures and best practices, as established within the mandatory OTES training program, are subject to a procedural appeal filed with the Superintendent and the Evaluation Committee. The failure of an evaluator to perform established procedures, as required under OTES 2.0, the Ohio Department of Education and/or stipulated within this Master Agreement, during a teacher's evaluation process within all specified time limits will be the subject of an appeal. The teacher may file an appeal at any time throughout the evaluation cycle. However, such an appeal must be filed within five (5) working days of having knowledge of the violation, misinterpretation, omission and/or misapplication. When an appeal is filed, an evaluator will not enter or cause to enter any data of this evaluation until after which time the appeal is resolved.
- B. Once an appeal has been filed with the Superintendent, in the event that an evaluator did not employ proper OTES 2.0 evaluation procedures, best practices and/or failed to incorporate into an evaluation all of the evidence provided by the teacher during pre and/or post-observation conferences, the decision rendered by the Superintendent is final and is not subject to any grievance nor arbitration procedure.
- C. In addition, the following actions are considered proper and allowable responses and may be initiated by the teacher:

- 1. A teacher may submit a rebuttal and/or provide additional information to the evaluator within (10) ten working days of the receipt of her/his final summative rating.
- 2. A teacher may request a review conference with the evaluator within ten (10) working days of the receipt of his/her final summative rating. All shared information will become part of the summative record and entered into the teacher's personnel file.
- 3. A teacher may submit a formal request to the superintendent to assign a different evaluator, to be determined in consultation with the teacher, to complete the formal evaluation process of said teacher for the remainder of the current evaluation cycle in question and/or for all subsequent, formal evaluation cycles.
- D. In the event that a teacher's evaluation has been ruled to be procedurally invalid by the Superintendent, such an evaluation will not be used in decisions regarding RIF nor Termination, but may be used to inform a teacher's professional growth. If an observation, an evaluation or any part thereof, is conducted by a person who is not properly certified/credentialed by the Ohio Department of Education, the evaluation will be considered invalid and the teacher will be held harmless from any jeopardy to their employment status.

Section 7.02 SCHOOL COUNSELOR EVALUATION

A. OVERVIEW

The Board of Education shall utilize the Ohio School Counselor Evaluation Rubric when evaluating school counselors. The Ohio School Counselor Evaluation Rubric ("Evaluation Rubric") consists of six standard areas which are based upon the *Ohio Standards for School Counselors* adopted by the Ohio State Board of Education in October 2015 and a seventh area focused on metric(s) of student outcomes. *See,* Appendix A, Evaluation Rubric.

B. STANDARD AREAS

The Evaluation Rubric consists of indicators based on the *Ohio Standards for School Counselors.* The Evaluation Rubric describes four levels of school counselor performance for each standard area. The indicators under each standard area describe the knowledge, skills and competencies of school counselors at each performance level

(Ineffective, Developing, Skilled and Accomplished). School counselors must demonstrate their ability in all six standard areas.

1. Comprehensive School Counseling Program Plan

Standard 1 is based upon the following *Ohio Standard for School Counselors*: School counselors collaboratively envision a plan for a comprehensive school counseling program that is developmental, preventative and responsive, and in alignment with the school's goals and mission.

2. Direct Services for Academic Career and Social/Emotional Development

Standard 2 is based upon the following *Ohio Standard for School Counselors*: School counselors develop a curriculum, offer individual student planning and deliver responsive services in order to assist students in developing and applying knowledge, skills and mindsets for academic, career and social/emotional development.

3. Indirect Services: Partnerships and Referrals

Standard 3 is based upon the following *Ohio Standard for School Counselors:* School counselors collaborate and consult with school personnel, parents/guardians, community partners and agencies/organizations to coordinate support for all students.

4. Evaluation and Data

Standard 4 is based upon the following *Ohio Standard for School Counselors:* School counselors collaboratively engage in a cycle of continuous improvements using data to identify needs, plan and implement programs, evaluate, impact and adjust accordingly.

5. Leadership and Advocacy

Standard 5 is based upon the following *Ohio Standard for School Counselors:* School counselors lead school efforts and advocate for policies and practices that support an equitable, safe, inclusive and positive learning environment for all students.

6. Professional Responsibility, Knowledge and Growth

Standard 6 is based upon the following *Ohio Standard for School Counselors:* School counselors adhere to the ethical standards of the profession, engage in ongoing professional learning and refine their work through reflection.

C. METRIC OF STUDENT OUTCOMES

- 1. The Evaluation Rubric describes four levels of school counselor performance for the metric(s) of student outcomes area. In this portion of the Evaluation Rubric the school counselor shall provide data variety of professional demonstrating а responsibilities. Such responsibilities may include, but are not limited to, designing classroom interventions and academic accommodations, promoting career and college planning (e.g. Job Fair, College Week, CCP), and providing peer support and individual counseling. Such responsibilities are intended to affect the students' skills, knowledge, well-being and behaviors. The school counselor must clearly demonstrate and provide evidence of planned, implemented programs with the goal of impacting student outcomes, encouraging academic success, fostering emotional well-being and supporting post-secondary aspirations.
- 2. The evaluator and school counselor shall collaboratively pre-determine the metrics that they will utilize for this portion of the Evaluation Rubric at the beginning of the evaluation cycle. If/When appropriate, the evaluator and the school counselor shall include metrics from the Board of Education's report card issued under Section 3302.03 of the Ohio Revised Code.

D. SCHOOL COUNSELOR FINAL SUMMATIVE RATING

Using the Evaluation Rubric, the evaluator shall determine the final summative rating for the school counselor: Ineffective, Developing, Skilled or Accomplished.

E. EVALUATORS

The evaluation of school counselors must be conducted by evaluators who are approved by the Board of Education and who have successfully completed the school counselor evaluation state training.

F. EVALUATION CYCLE

Except as otherwise provided for herein, school counselors shall be evaluated annually. The annual evaluation process shall consist of two formal observations that are each a minimum of thirty minutes in duration and informal observations. Formal and informal observations must occur during times where non-confidential activities are scheduled so no breach in confidentiality occurs. The first formal observation will be completed by December 1st of the applicable year. The second formal observation will be completed by April 1st of the applicable year.

- G. SKILLED SCHOOL COUNSELORS
 - 1. The Board of Education shall evaluate a school counselor who received a final summative rating of Skilled on his/her most recent evaluation once every two school years so long as the metric of student outcomes is Skilled or higher on the Evaluation Rubric. During the year in which the school counselor is not fully evaluated, the Board shall conduct at least one observation and one conference. The observation(s) must occur during a time(s) where non-confidential activities are scheduled so no breach in confidentiality occurs.
 - 2. If the school counselor's metric of student outcomes, for the most recent school year for which data is available, is Developing or Ineffective, the school counselor shall be fully evaluated in accordance with this Agreement.

H. ACCOMPLISHED SCHOOL COUNSELORS

- 1. The Board of Education shall evaluate a school counselor who received a final summative rating of Accomplished on his/her most recent evaluation once every three school years so long as the metric of student outcomes is Skilled or higher on the Evaluation Rubric. During the year in which the school counselor is not fully evaluated, the Board of Education shall conduct at least one observation and one conference. The observation(s) must occur during a time(s) where non-confidential activities are scheduled so no breach in confidentiality occurs.
- 2. If the school counselor's metric of student outcomes, for the most recent school year for which data is available, is Developing or Ineffective, the school counselor shall be fully evaluated in accordance with this Agreement.

I. GROWTH PLAN/IMPROVEMENT PLAN

- 1. A school counselor with a final summative rating of Accomplished or Skilled shall develop a professional growth plan.
- 2. A school counselor with a final summative rating of Developing shall develop a professional growth plan with his/her evaluator. The school

counselor must obtain approval for his/her professional growth plan from his/her evaluator.

- 3. A School counselor with a final summative rating of Ineffective shall develop an improvement plan with his/her evaluator. The evaluator directs development of the improvement plan. The school counselor must obtain approval for his/her improvement plan from his/her evaluator.
- 4. A school counselor new to the field or new to the Board of Education will begin the school year on a professional growth plan. Notwithstanding anything in this Agreement to the contrary, an evaluator has discretion to place a school counselor on an improvement plan at any time based on deficiencies in any individual component of the evaluation system and provide reasonable time and support.

J. PROFESSIONAL DEVELOPMENT SUPPORT

The Board will provide for the allocation of financial resources to support professional development to the extent required by State law and the State Board of Education evaluation framework.

K. WRITTEN REPORT

The evaluation shall be completed by the first day of May and the school counselor shall receive a written report of the results of the evaluation by the fifteen day of May.

Section 7.03 EVALUATION COMMITTEE

A. ESTABLISHMENT OF THE COMMITTEE

The Association and the Board agree to establish a standing, joint Evaluation Committee (EC) for the purpose of establishing the policies, procedures, and processes, including the OTES 2.0 Evaluation Instrument and determination of High Quality Student Data (HQSD), maintaining and advising on the policy, procedure, and process, including the evaluation instrument, for the evaluation of teachers and to regularly review the effectiveness of the policy, procedure, and process, including the evaluation instrument, for the Bethel Local School District. When needed, the EC will assist in the filing and processing of a procedural appeal by a teacher, as reference in Section 7.01 TEACHER EVALUATION.

B. COMPOSITION

The EC will be comprised of four (4) Association representatives appointed by the Association president and four (4) members appointed by the Superintendent or her/his designee.

- C. OPERATION
 - 1. The EC shall be chaired by an EC member elected from among the EC members.
 - 2. Members of the EC shall possess knowledge and training of OTES 2.0, the State's most recently adopted evaluation framework, and the standards for the teaching profession prior to beginning their work. Training in the determination and implementation of HQSD is of primary importance for all members of the EC.
 - 3. As necessary, the EC shall establish, by consensus, a meeting calendar, tasks for the EC to complete, and timelines for the completion of specific tasks. The EC shall establish an OTES Review Committee, as needed, whose sole function shall be to hear procedural appeals, in cooperation with the Superintendent as set forth in Section 7.01 TEACHER EVALUATION. The OTES Review Committee shall establish its own rules procedures under consultation and with the final approval of the EC.
 - 4. Agendas shall be developed by the chairperson of the EC.
 - 5. At the initial EC meeting, members shall develop the ground rules by which the EC shall perform its responsibilities. These ground rules shall be reviewed annually.
 - 6. As approved by the Superintendent/Designee, members of the EC shall receive release time for committee work.
 - 7. The committee may establish sub-committees to assist with their work.
 - 8. The EC shall be authorized to utilize consultant(s) (Examples include, but are not limited to Educational Consultants, Software Consultants, Credentialing Trainers, Etc.) as it deems appropriate.
 - 9. The EC will meet a minimum of once per school year.
- D. COMPENSATION

All BEA committee representatives will be compensated at the rate of twenty-five (\$25) dollars per hour for participation in EC meetings occurring outside the regular workday.

E. COMMITTEE AUTHORITY

- 1. The EC is responsible for jointly developing, reviewing, and recommending the policy, procedure, and process, including the evaluation instrument, for teacher evaluation. In addition, the EC may be called upon to assist in an OTES procedural appeal, in conjunction with the Superintendent, as identified above and within Section 7.01 Paragraph VII.
- 2. The EC does not have the authority to negotiate wages, hours, nor terms and conditions of employment.
- 3. If either party wishes to consider any change or revision to the evaluation procedure and/or content, including the evaluation instrument, during the term of this agreement, it will discuss the matter with the committee. If the discussion results in a recommendation by the EC to revise the evaluation procedure and/or content, including the evaluation instrument, said recommendations will be made to the Superintendent.
- 4. In the event of legislative action by the Ohio General Assembly that impacts in any way on this topic, the parties to this agreement will discuss this topic to determine whether adjustments are appropriate during the term of this agreement.

ARTICLE 8 - LEAVE

Section 8.01 SICK LEAVE

A. ACCUMULATION OF SICK LEAVE

- 1. Unit Members shall earn fifteen (15) days of sick leave for each year of employment. Sick leave will be earned and credited at the rate of one and one quarter (1 1/4) workdays with pay for each completed month of pay.
- 2. The Board shall grant and credit five (5) days of sick leave each Unit Member at the beginning of a school year regardless of whether that amount has accumulated; however, these five (5) days shall constitute a part of the total days for which such Unit Member is eligible during the year. In catastrophic situations, an Unit Member may make application for a maximum of ten (10) additional days annually. Nothing herein shall be considered to create an expectation that unpaid leave will be granted to any bargaining Unit Member who has exhausted all sick leave and advancements nor is the Board in limited in taking appropriate disciplinary action, up to and including termination, for any unauthorized absence without approved leave.
- 3. The maximum accumulated sick leave for any employee shall be three hundred (300) days.

B. TRANSFER OF SICK LEAVE

Any Unit Member who transfers from one public agency within the State of Ohio to another shall be credited with the amount of sick leave that accumulated in the previous assignment; however, in no case shall an amount of sick leave be transferred which exceeds the maximum accumulated sick leave permitted by this agreement.

C. TERMINATION OF EMPLOYMENT

- 1. When an Unit Member's services with the Board are terminated, all accrued sick leave shall be held and transferred upon employment by another state public agency to the account of the Unit Member, providing such reemployment takes place within ten (10) years. EXCEPTION: In the case of termination due to retirement, the Unit Member may apply for severance pay in accordance with applicable severance pay policies.
- 2. An Unit Member who is released from service by other than retirement shall be recredited with accumulated sick leave days upon re-employment by the Bethel School District.

3. An Unit Member who has been granted a leave of absence shall retain accumulated sick leave if an Unit Member has been granted a paid leave of absence, sick leave will continue to accumulate at the rate of one and one quarter (1 ¼) day per month.

D. USE OF SICK LEAVE

1. An Unit Member may draw up to ten (10) days of accumulated sick leave for absence resulting from personal illness (including pregnancy, miscarriage, or abortion), injury, exposure to contagious diseases which could be communicated to others, doctor appointments, and for absences due to illness, injury, or death in the immediate family (spouse, children, stepchildren, father, mother, mother-in-law, father-in-law, and any person living in the same household as the member).

An Unit Member may use up to ten (10) days sick leave for an illness or injury of a brother, sister, relative in law, grandparents, and grandchildren. This sick leave may be granted only once during a school year for each of the aforementioned relatives.

- 2. BEREAVEMENT LEAVE: A Unit Member shall be allowed three (3) days of absence without loss of pay in the event of the death of an immediate family member. Immediate family shall be defined as: wife, husband, same sex domestic partner, children, the minor or dependent children of the same sex domestic partner, mother-in-law, father-in-law, parents, step-parents, stepchildren, step-brother, step-sister, foster child, grandparents, grandchildren, brothers, sisters, legal guardian, daughter-in-law, and son-in-law, or another person who assumes a similar relationship to the Unit Member. This definition may be expanded to include other persons at the discretion of a requesting Unit Member's supervisor on a case by case basis. Use of Bereavement Leave shall not be drawn against a Unit Member's sick leave and shall not impact a Unit Member's accumulated sick leave total.
- 3. An Unit Member shall be allowed one (1) day of absence without loss of pay to attend the funeral of any person not previously mentioned.
- 4. An additional day (or days) may be granted under Items 1, 2, and 3 above when the Superintendent's judgment indicates that such additional time is necessary.

E. VALIDATION OF ABSENCE

No salary payment for days of absence under these provisions shall be made to any Unit Member except upon presentation to the Superintendent of a certified statement of the period and type of absence. If medical attention is required, the Unit Member's statement shall list the name and address of the attending physician and the date(s) when consulted. If the Unit Member is absent for ten (10) or more consecutive working days, the attending physician or surgeon shall certify the Unit Member's ability to return to work, if requested in writing by the Superintendent.

Section 8.02 SICK LEAVE BANK

- A. PURPOSE
 - 1. To award additional days of sick leave to Association members who experience serious health conditions or whose immediate family (spouse, child, parent) experience serious health conditions as defined in the Family and Medical Act of 1993.
- B. ELIGIBILITY
 - 1. Only participating members may use the bank.
- C. OPERATIONAL PROCEDURES
 - 1. As the need arises, the Association will distribute forms to all Unit Members offering them the opportunity to voluntarily donate up to three (3) days of sick leave to the sick leave bank. The Unit Members must complete, sign, and forward the form to the Association President by September 30.
 - 2. If at least ten (10) participants are not enrolled by October 1, the bank will not be established for that school year.
 - Applications for use of donated sick leave days must be made on the sick leave bank application available from the Association President. A physician's signed statement is required with each application.
 - 4. The application will be reviewed by the Sick Leave Review Panel of the Association and a decision will be made, based on a majority vote of the committee within ten (10) working days of receipt of the request. All decisions of the committee will be final and binding and not subject to the grievance/arbitration provisions of this Agreement.
 - 5. Upon receiving application(s) to donate sick leave days, the Board Treasurer will deduct the donated day(s) from any Unit Member's accumulated sick leave balance within ten (10) days and transfer it to the sick leave bank.

- 6. The Unit Member applicant must have exhausted her/his sick leave/personal leave balance before using the awarded sick leave days.
- 7. The Treasurer will act as custodian of this account
- 8. Any unused donated days to the applicant will be deposited in a sick leave bank under the custodial control of the Board Treasurer. Days remaining in the sick leave bank at the end of the school year will be carried into the next school year and remain in the bank until requested by a future applicant.
- D. Sick Leave Bank Review Panel
 - 1. The Sick Leave Review Panel will consist of the Association President and two (2) Association Members as appointed by the Association President.
 - 2. The Panel will meet and decide within ten (10) days of having received an application.
- E. The Association shall hold the Board harmless against any and all claims relating to the Sick Leave Bank.
- F. Provisions set forth in Section 8.02 SICK LEAVE BANK are not subject to the grievance procedure.

Section 8.03 PERSONAL LEAVE

- A. DAYS OF PERSONAL LEAVE
 - 1. The Board shall grant to each certified/licensed employee a maximum of three (3) leave days per year. Personal leave days shall not accrue or be carried over to the following year.
 - 2. Personal leave shall not be charged against the Unit Member's sick leave.
- B. USE OF PERSONAL LEAVE
 - 1. Leave may be granted for business transactions which cannot be scheduled or conducted during the normal workday, family affairs, observance of religious holidays, professional related reasons, or for emergency reasons necessary for an Unit Member to care for sudden conditions which call for immediate attention.
 - 2. Except in unusual situations, as determined by the Superintendent, leave shall not be granted for the purpose of extending a holiday or during the first or last 15 days of a school year, or to extend a break in the school calendar.
 - 3. Personal leave shall not be taken in less than one-half (1/2) day segments.

C. REQUEST FOR PERSONAL LEAVE

- 1. Leave days shall be requested by Unit Members on the kiosk.—Applications shall be made at least one (1) day prior to the request for leave, except for emergency situations, in which case the Unit Member may request the leave at the time of the emergency or upon request for a substitute. In the case of emergency leave, upon returning to the regular working position, the Unit Member shall complete a formal leave request form.
- D. APPROVAL OR DENIAL
 - 1. The right for approval or denial of leave lies with the Unit Member's immediate supervisor. In case of denial by the immediate supervisor, the reason shall be provided, in writing, to the Unit Member upon request. The Unit Member may appeal the decision to the Superintendent's office. The decision of the Superintendent will be final.

E. REIMBURSEMENT FOR PERSONAL LEAVE

- 1. At the end of each school year, Unit Members with any unused personal leave days will be paid at the rate of their per diem for those days. Payment will be included in the first paycheck of the July of the applicable year.
- F. Up to two (2) days of unpaid leave per contract year may be requested by the Unit member. The Superintendent has full discretion of approval based upon the timeliness and reason of the request. The Superintendent's decision is not grievable.

Section 8.04 PARENTAL LEAVE

A. A certified/licensed staff member may elect to use parental leave in lieu of or in conjunction with sick leave as specified in Section 8.01D.

Section 8.05 MATERNITY LEAVE

- A. In addition to the use of sick leave as described in Section 8.01D, after completing one (1) full year of teaching (that is after having taught the usual contractual school year) at the Bethel Local Schools, the Unit Member may request a maternity leave of absence (without pay) for reasons of pregnancy, miscarriage, or abortion, or childbirth. The request shall be made on a form provided by the Board, indicating the anticipated delivery date and beginning and ending dates of the maternity leave.
- B. An Unit Member, prior to returning from a maternity leave of absence, must furnish a physician's certificate that she is able to perform her duties.

Section 8.06 ADOPTION LEAVE

A. After completing one (1) full year of teaching (that is after having taught the usual n contractual school year), an Unit Member may request a leave of absence (without pay) for the adoption of a child of less than one (1) year of age. The request shall be made on a form provided by the Board, indicating the Unit Member's assignment, date of adoption, and beginning and ending dates of the leave of absence.

Section 8.07 PATERNITY LEAVE

- A. In addition to the use of sick leave as described in Section 8.01D, after completing one (1) full year of teaching (that is, after having taught the usual contractual school year), an Unit Member may request a leave of absence (without pay) if, in the opinion of the attending physician, his spouse is in need of personal care as a result of pregnancy, miscarriage, abortion, or childbirth. Request for leave shall be made on a form provided by the Board, indicating the Unit Member's assignment, nature of spouse's illness, and beginning and ending dates of the leave of absence.
- B. LENGTH
 - 1. Parental leave shall be for not less than thirty (30) days, shall terminate at the end of a semester, and shall not exceed two (2) semesters in length, unless an extension is mutually agreed upon.
 - 2. An Unit Member may withdraw an application for parental leave provided the date to commence said leave has not passed.

- C. PARENTAL LEAVE EFFECT ON SALARY SCHEDULES, SICK LEAVE, AND FRINGE BENEFITS
 - 1. Parental leave time shall not be used in calculation of salary increments.
 - 2. A Unit Member on parental leave shall retain any unused accumulated sick leave, but will not earn additional sick leave until return to service.
 - 3. An Unit Member on parental leave may elect to continue fringe benefits in effect at the time of the commencement of the leave, provided said Unit Member pays the Board the total cost of the benefits as computed by the Treasurer of the Board at least ten (10) days prior to the date Board payment must be made. Responsibility for arrangements with the Treasurer for continuation of fringe benefits and for proper reimbursement payments shall lie with the Unit Member.

D. CONTRACT STATUS

- 1. Upon the return to service at the expiration of a parental leave of absence, the Unit Member shall resume the contract status held prior to such leave.
- 2. Unit Members who return to service from a parental leave of which begins and ends during the same school year shall resume the same teaching position.

Section 8.08 FAMILY MEDICAL LEAVE ACT (FMLA)

- A. Notwithstanding other provisions of this Agreement, the Board agrees to abide by the provisions of the Family and Medical Leave Act of 1993, as amended.
- B. The Board shall continue to pay the Board's contribution to the medical insurance plan in effect at the time for the Unit Member while they are on leave under this article.

Section 8.09 SABBATICAL LEAVE

A. Sabbatical leave of absence for not longer than one (1) school year for study and research shall be granted by the Board for full-time, annually contracted Unit Members. All provisions of the Ohio Revised Code, Section 3310.131, shall be adhered to by all parties except as further provided under Sabbatical Leave in this professional agreement.

B. ELIGIBILITY

- 1. In order to apply for sabbatical leave, the Unit Member must be properly certificated/licensed in his/her area of instruction, and must have completed five (5) consecutive years of regular employment in the Bethel Local School District immediately prior to application.
- 2. Each year, up to two (2) members of the eligible teaching staff may be granted such sabbatical leave of absence.
- 3. The applicant must not have been granted a sabbatical leave of absence from the Bethel Local School District during the seven (7) consecutive years of service immediately preceding current application.

C. APPLICATION

- 1. Application for sabbatical leave shall be made in writing to the Superintendent not later than March 15 or October 15 preceding the school term within which the leave is desired. The application shall include an acceptable plan for spending the leave in a manner of study and research calculated to contribute to the professional effectiveness of the applicant as a Unit Member and to the best interests of the school system.
- 2. If there is more than one (1) applicant with equal qualifications, the Unit Member with the most seniority in the Bethel School System shall have first consideration.
- 3. The applicant must sign an agreement to return to service in the Bethel Local School District immediately upon termination of the sabbatical leave and continue in such service for a period of two (2) years, or to refund all of the compensation received from the Bethel Local School District during the sabbatical leave of absence.

D. EMPLOYMENT WHILE ON LEAVE

1. A Unit Member on sabbatical leave shall not render teaching service for compensation in another educational institution, provided; however, that this shall not preclude the acceptance of a fellowship or other assistance in research.

E. PAYMENT WHILE ON LEAVE

1. If the substitute (replacement) Unit Member's pay is less than the pay of the regular Unit Member who is on leave, the Unit Member on leave shall receive the difference.

F. RETURN TO REGULAR TEACHING DUTY

- Upon completion of sabbatical leave, the Unit Member shall file within sixty (60) days with the Superintendent a written report of his/her education pursuits while on sabbatical leave.
- 2. The Unit Member returning from sabbatical leave shall be placed on the salary schedule reflecting earned credits and with no loss or gain of longevity steps due to the time spent on leave.
- 3. The Unit Member shall be placed in a teaching position for which he/she holds proper certification/licensure (i.e. K-8 or 7-12).

Section 8.10 PROFESSIONAL LEAVE

- A. Since the Board recognizes the need to bring about increased professional growth of its Unit Members by attendance at workshops, seminars, and other professional improvement sessions, including observing in other schools and other educational facilities, the Superintendent may authorize leave for such purposes without pay deduction in accordance with these policies. The number of absences allowable for such professional leave is a judgment on the part of the Superintendent, subject to budget limitations.
- B. LIMITATIONS
 - Request for absence under these policies shall not exceed a period of one (1) week.
 - 2. No absence for professional reasons shall be granted under these policies during the three (3) days immediately preceding or following a vacation or holiday, nor at any time when the instructional process would be impaired by a Unit Member taking such leave.
 - Visitations or attendance at professional meetings shall be for purposes that will foster better educational services for the children of the Bethel School District. Ordinarily, the activity shall be directly related to the Unit Member's work assignment.
 - 4. Attendance of Unit Members at meetings primarily for business activities of a professional organization shall not be approved unless it can be shown to the satisfaction of the Superintendent that attendance is necessary because the Unit Member is an officer of the organization or an official delegate to the meeting. For approved absence in such cases, the Board of Education shall pay only for the cost of the substitute. Other costs shall be borne by the Unit Member or by the organization requested.

C. REQUEST PROCEDURE

Requests for professional leave shall be submitted, in writing, on forms provided by the Board, to the Unit Member's supervisor no later than three (3) weeks preceding the event, if possible. The request shall state the meeting to be attended or the visitation to be made, date(s), place, method of travel, approximate expense, and any other pertinent information. The supervisor shall submit the request and a recommendation to the Superintendent for approval.

D. PAYMENT OF EXPENSES

- 1. The Board of Education shall pay, from appropriate funds, Unit Member costs for approved visitations or attendance at professional meetings, including the payment of a substitute, registration, travel, meals, and lodging -- contingent upon the Unit Member's submission of an expense statement on forms provided by the Board accompanied by suitable invoices or other documentation of said expenses.
- 2. The maximum reimbursement per member during the school year (July 1 through June 30) shall be three hundred thirty-five dollars (\$350.00). At the discretion of the Superintendent, additional reimbursement may be authorized.

Section 8.11 LEAVE WITHOUT PAY

- A. Absence from duty for personal business (not covered by other provisions of this Agreement) shall be classified as deduct days and result in a full loss of pay for that absence.
- B. When deductions are made for such absence, the following method of computing a day's pay shall be as follows:
 - 1. Total salary will be divided by the number of work days on the contract. This shall determine the daily rate and shall be used to determine the amount to be deducted.
- C. The use of leave without pay during days when school is in session must be applied for ten (10) days in advance except in an emergency. The number of days considered shall not exceed five (5) days in a school year.
- D. Deduct days will be permitted only at the discretion of the Superintendent, which determination will not be subject to the grievance procedure.
- E. It is understood that no Unit Member shall have a right to unpaid leave for sporadic or short-term absences, whether or not based upon illness (unless qualified under appropriate FMLA leave). For example, unpaid leave will not be granted for non-

FMLA qualifying absence to extend the employment of an Unit Member where such Unit Member has exhausted all accumulated and/or advanced sick leave, unless the request is for long term unpaid leave and based upon legitimate medical reasons. To the extent that it conflicts with the provisions of Ohio Revised Code Section 3319.13, the parties agree that this paragraph replaces and supersedes that statute.

Section 8.12 ASSAULT LEAVE

- A. Any bargaining Unit Member absent from regular duties because of a physical disability resulting from an assault on the bargaining Unit Member which occurs in the course of Board employment shall be entitled to a leave of absence under the following conditions:
 - 1. The maximum number of days for which assault leave shall be payable to any bargaining Unit Member shall be forty-five (45) days.
 - 2. The bargaining Unit Member must furnish the Superintendent with a signed statement, describing in detail all of the facts and circumstances surrounding the assault, including but not limited to, the location and time of the assault, the identity of the assailant(s), if known, and the identity of all witnesses to the assault, if known.
 - 3. The bargaining Unit Member must submit to the Superintendent verification from an attending physician that the bargaining Unit Member is disabled from performing normal duties, indicating the nature of the disability and its probable duration.
 - 4. The bargaining Unit Member must cooperate fully with the Superintendent and other public authority(ies) in the prosecution of the assailant(s).
 - 5. The bargaining Unit Member shall be required to file for Worker's Compensation.
 - 6. It is the intent of this Article to provide for assault leave for bargaining Unit Members who do not physically initiate the assault on the person. In case of a dispute as to whether or not a bargaining Unit Member has physically initiated an assault and it is determined through either an administrative hearing or court action that the bargaining Unit Member did initiate the assault, the bargaining Unit Member shall be required to either: (1) refund the compensation received as assault leave, or (2) charge the assault leave against the sick leave earned by the bargaining Unit Member.

- B. Assault leave shall not be chargeable against sick leave except as stated in Section 8.12 A6.
- C. In the event the bargaining Unit Member is eligible to and receives Worker's Compensation for all or part of the period of disability due to an assault, the amount payable by the Board as assault leave shall be the difference between the Worker's Compensation benefits paid and the bargaining Unit Member's regular compensation. This shall be accomplished by the bargaining Unit Member's receiving his/her regular compensation from the Board and executing the necessary form so that such Worker's Compensation is paid directly to the Board.
- D. Falsification of any statement by a bargaining Unit Member to secure paid leave under this Article shall constitute cause for termination or other disciplinary action.

ARTICLE 9 - UNIT MEMBER PERSONNEL FILES

Section 9.01 FILE LOCATION

A personnel file for each Unit Member shall be maintained in the office of the Superintendent. This shall be considered a confidential file to the extent permitted by law.

Section 9.02 COVERED FILES

Files maintained by the building administrator, anecdotal or otherwise, shall be governed by the provision of this Agreement.

Section 9.03 ACCESS TO FILE

A. Individual Unit Members and/or their designee shall have access to their personnel file upon written request. Should a Unit Member's designee require access, he/she must provide written documentation of the Unit Member's consent for them to have access.

Requests of Unit Members to have access to their personnel files shall be handled by the Superintendent or Superintendent's designee.

- B. To the extent permitted by law, individuals who shall have access to a Unit Member's personnel file shall be limited to the Superintendent, Assistant Superintendents, and other administrators who are directly involved in either the supervision of the Unit Members, or an employment decision concerning the Unit Member.
- C. A member of the general public may review records of Unit Members in the central office under the following conditions:
 - 1. The Unit Member will be given a verbal notification as soon as possible after the request is made.
 - 2. The public may have access to all records in the personnel file at the central office except the following:
 - a. Medical records
 - b. Records pertaining to court proceedings
 - c. Trial preparation records
 - d. Confidential law enforcement investigation records
 - e. Records prohibited by state and federal law
 - f. Personal information (Social Security, Home Address, etc.)

3. Copies of such materials shall be provided upon written request at the current district cost per page.

Section 9.04 EARLY IDENTIFICATION

- A. Except for documents listed in Section 9.03 C2 above, information placed in the Unit Member's personnel file that may jeopardize employment status shall include the initials of the Unit Member and the administrator placing the material in the file, with the date of examination by the Unit Member and the date the material was placed in the file. The Unit Member's initials or signature will not indicate agreement with the content of the material, but indicates only that the material has been inspected by the professional staff member. Before any written material is placed in a Unit Member's file, said Unit Member has the right to examine the material and reply in a written statement that will be attached to the file copy.
- B. Anonymous letters or materials shall not be placed in a Unit Member's file, nor shall they be made a matter of record to the extent permitted by law.

Section 9.05 ENTRY OF MATERIALS BY UNIT MEMBER

The professional staff member may submit work-related certificates of merit and professional awards which shall be placed in his/her personnel file.

Section 9.06 REMOVAL OF MATERIALS IN FILE

- A. If a Unit Member disagrees with an item place in his or her personnel file, the Unit Member shall be permitted to write a rebuttal statement to be included in the personnel file.
- B. Information in the personnel file may be removed upon mutual agreement of the Unit Member and the administrator making the entry or the Superintendent.
- C. Any documentation used in a formal disciplinary action against a BEA member may be challenged for relevancy.

Section 9.07 COPIES OF MATERIALS

- A. A Unit Member will be provided a copy of any material placed in his/her file at no cost. Additional copies will be provided at the regular rate for personal copying, upon request.
- B. An employee's medical records shall not be included in the Unit Members personnel file.

ARTICLE 10 - COMPLAINTS AGAINST UNIT MEMBERS

Section 10.01 COMPLAINTS AGAINST UNIT MEMBERS

- A. In the event a formal complaint(s) or question(s) concerning a Unit Member is received, the following procedure shall be used:
 - 1. ALL complaint(s) will be addressed to the concerned Unit Member, who will meet with the complainant to discuss the complaint(s), unless such meeting is deemed impractical.
 - 2. If the matter is not resolved with this discussion, the complainant(s) shall submit a written complaint to the Building Principal, who will schedule a meeting with the parties at a mutually agreeable time to discuss the complaint(s).
 - 3. If the matter is not resolved at that level, a meeting may be sought with the Superintendent. The Superintendent will schedule a meeting to discuss the complaint at a mutually agreeable time for the complainant(s), the affected Unit Member and his/her representative.
- B. Any complaint which is not brought to the attention of the Unit Member within ten (10) working days after the complaint is made, or upon completion of an investigation of the complaint by the administration, shall not be made the basis for disciplinary action against the Unit Member, or to affect the Unit Member's continued employment.
- C. For behaviors that have allegations of being "Unbecoming" or if the complaint may be criminal in nature, or a formal criminal investigation has been opened by law enforcement, the ten (10) day notification requirement above may be waived, but shall not exceed twenty (20) workdays.

ARTICLE 11 - PROGRESSIVE DISCIPLINE PROCEDURES

A. DISCIPLINARY

The Administration may take progressive disciplinary action against any Unit Member for conviction of a felony or a major misdemeanor in accordance with state law, or for violations of or failure to comply with, any provisions of this contract or any reasonable rules and regulations adopted by the Board. Such disciplinary action may be imposed as follows:

B. VERBAL WARNINGS

Administration retains the right to provide a verbal warning when appropriate to a Unit Member.

- C. WRITTEN REPRIMANDS
 - 1. Step 1 First Offense The offense shall be reduced to writing by the principal and copies given to the Unit Member and Superintendent. The written warning shall be initialed and dated by the Unit Member. The initials shall not indicate agreement with the warning's content, but shows only the Unit Member has received a copy of the written warning.
 - 2. Step 2 Second Offense A written reprimand may be placed in the Unit Member 's personnel file after a conference has been held.
- D. Upon the initiative of the Superintendent for good cause shown, Steps 1 and 2 above, may be suspended and a Unit Member brought before the Superintendent or designee for disciplinary action. The Superintendent may suspend a Unit Member without pay for a period not to exceed three (3) days.
- E. The Unit Member has the right to representation at each step.
- F. Disciplinary action beyond Step 1 is subject to the grievance procedure as set forth in this Agreement. No Unit Member shall be reprimanded or disciplined without cause.
- G. Nothing herein shall preclude the Board from instituting termination proceedings pursuant to Sections 3319.16 and 3319.161 of the Ohio Revised Code at any time when, in the sole and exclusive discretion of the Board, it is determined such action is warranted.

ARTICLE 12 - IN-SERVICE

Section 12.01 IN-SERVICE

NOTE: When completing any in-service/seminar, Unit Members are required to provide written notification which states hours attended, date, the name of the workshop and a short summary of the meeting.

A. An ongoing In-service Committee will be formed for the duration of this agreement to appropriately plan in-service for the Bethel Local School District staff. This committee will be comprised of a Unit Member representative from each building level, an administrator, the Superintendent or his designee, and an Association representative.

ARTICLE 13 - LICENSURE AND PROFESSIONAL DEVELOPMENT COMMITTEE

Section 13.01 LICENSURE AND PROFESSIONAL DEVELOPMENT COMMITTEE

- A. The parties hereby agree that the Association and the Board shall be full partners in any and all activities related to the implementation and operation of the Bethel Local Licensure and Professional Development Committee (hereinafter referred to as LPDC).
- B. The responsibilities of the LPDC shall be as set forth in Section 3319.22 (C)(1) of the Ohio Revised Code and as may be set forth by the State Board of Education and approved by the Ohio General Assembly.
- C. It is agreed that both parties shall abide by the Standards, Bylaws, and operating procedures of the LPDC as they are developed and/or amended in concert with any rules, regulations, standards, and requirements which may be issued by the State Department of Education.

Section 13.02 MEMBERS OF THE COMMITTEE

It is further agreed that the Association shall choose and appoint the representative members to the (chair, and one representative from each building level: elementary, middle, and high school levels) LPDC pursuant to Section 3319.22 (C)(3) of the Ohio Revised Code. The Association President will appoint the LPDC chair.

Section 13.03 COMPENSATION

These members shall be granted release time during the school day, if necessary, to complete any training or duties of the LPDC. For training or duties outside the contract day/year, the rate of pay for the Unit Members of LPDC shall be thirty-five dollars (\$35.00) per hour.

ARTICLE 14 - HOSPITALIZATION AND MAJOR MEDICAL INSURANCE

Section 14.01 PREMIUMS

- A. The Board shall pay eighty-three percent (83%) of the cost of either single or family plan coverage for those certificated/licensed Unit Members eligible for enrollment in the Bethel group plan and employed with the district as of June 1, 1999. The remaining seventeen percent (17%) of the cost of such insurance shall be withheld from the salaries of Unit Members enrolled in the plan. This coverage shall provide for coordination of benefits. Any Unit Member hired after June 1, 1999 or an Unit Member previously hired, but a new enrollee for the Bethel health care plan without a qualifying life change will pay twenty-two percent (22%) of the cost of either single or family plan coverage and the Board will pay seventy-eight percent (78%).
- B. The Board will provide insurance to its Unit Members through any company the Board selects provided that the coverage is comparable to or better than the current plan, as specified in the contract. In an effort to continue to keep the cost of insurance low, the Board will continually seek competitive rates.
- C. The Board will offer enrollment in a Section 125 Plan. Enrollment will be through payroll deduction. It will be administered through an outside agent.

Section 14.02 ENROLLMENT

- A. Coverage is not automatic. Unit Members desiring coverage must complete an application at the time of employment or at an open enrollment period.
- B. In the event that a member has a change in marital or family status or other qualifying event, that member may opt to reenter the Board's insurance plan with no penalty or pre-existent conditions attached.

Section 14.03 UNIT MEMBER RESPONSIBILITY

It is the responsibility of the Unit Member to notify the Treasurer of the Board of any change which would affect his/her coverage.

Section 14.04 MEDICAL COVERAGE

See attached provisions in Appendix B.

Section 14.05 DENTAL INSURANCE

C.

- A. The Board will purchase dental services for the Unit Member, his or her spouse, and dependent children under the age of twenty-six (26) years of age.
- B. Unit Members shall pay twenty percent (20%) of the premium for dental insurance.

Specifications:	
Maximum benefits	Diagnostic & Preventative
per covered person	Routine & Major Dental
	Services - \$750.00
	Orthodontic - \$750.00 per
	person, for lifetime
Deductible - Individual	\$25.00 per year
Co-Insurance Amounts:	
Diagnostic & Preventative Services	100%
Routine Dental Services	80%
Major Dental Services	50%
Orthodontic Services	50%

Section 14.06 LIFE INSURANCE

- A. The Board shall pay the cost of a life insurance plan for those certificated/ licensed Unit Members eligible for enrollment in the Bethel Group Plan.
- B. The Board shall provide fifty thousand dollars (\$50,000) life insurance and accidental death and dismemberment coverage shall be provided for regular fulltime certificated /licensed Unit Members. "Full-time" is defined as twenty (20) hours or more per week.

Section 14.07 VISION PLAN

- A. The Board will provide a vision plan to all Unit Members who desire it. Part-time Unit Members shall also be offered the same plan at a pro-rated premium reflective of their part-time status. B. The Board will pay one hundred percent (100%) of the premium for this vision plan.
- B. Coverage and applicable details of this vision plan shall be included within the appendices of this master agreement.

Section 14.08 HEALTH INSURANCE COMMITTEE

- A. The Superintendent/Treasurer shall establish a long-range insurance committee consisting of representatives from the Association, the administration, and classified employees. The Superintendent/Treasurer shall appoint a facilitator of the committee. The committee's responsibilities include reviewing insurance costs, exploring programs, additions, modifications of the current benefit schedule, and providing timely information for negotiations. The committee will meet at least annually with individual committee members having the authority to submit agenda items. No change in the insurance benefit program shall occur except through the negotiations process as provided in the master agreement or under O.R.C. 4117.
- B. The Committee will consist of three (3) Unit Members chosen by the Association President, no more than two (2) administrative members appointed by the Superintendent and not more than two (2) classified employees. A committee member may choose or be asked to serve a second, two-year term with the approval of the Association President and the Superintendent.
- C. All procedures and functions of the committee will be established solely by the members of the committee.
- D. The committee will set its own agenda and meeting dates. It is expected that the frequency of meetings will increase during the months leading up to bargaining sessions for a new contract.
- E. The committee will have no authority to issue any reports nor make any recommendations to any party other than the Association President, Superintendent, or Treasurer.

Section 14.09 IN LIEU OF INSURANCE

- A. If a Unit Member does not take medical coverage offered by the district, they will be eligible for an annual stipend o two thousand dollars (\$2000.00) to be paid semiannually upon confirmation of non-participation.
 - 1. One thousand dollars (\$1000.00) payable the 1st pay of December.
 - 2. One thousand dollars (\$1000.00) payable the 1st pay of June.

ARTICLE 15 - UNIT MEMBER'S SALARY SCHEDULE

Section 15.01 PLACEMENT ON SALARY SCHEDULE

- A. Unit Members entering the Bethel School system will receive up to a maximum of ten (10) years credit for teaching service outside the district. Up to five (5) years of military service will be recognized in lieu of teaching service in placing the Unit Member on the salary schedule.
- B. September 15 and January 30 will be the final date for submitting an official transcript of additional credits for advanced classification on the salary schedule. Transcripts received after the August Board meeting but before the September 15 Deadline, advancement on the salary schedule will be effective the date of the September Board meeting. Transcripts received after the September 15 deadline, but before the January 30 deadline advancement will be effective the date of the February Board meeting. Exceptions may be made only by the Board.
- C. Coursework for advancement on the salary schedule will be graduate level courses.
- D. For the 2024-2025 contract year, Unit Members shall be compensated as follows.
 - The Board shall increase Unit Members' base salaries by 2.25%. The new salary schedule indices as presented will be implemented.
 - Effective August 1, 2024, there will be a normal salary step movement for all certified/licensed Unit Members including one (1) year experience for all full-time Unit Members who completed a minimum one hundred twenty (120) workdays for the 2023-2024 school year.

For the 2025-2026 contract year, Unit Members shall be compensated as follows:

- The Board shall increase Unit Members' base salaries by 2.5% using the new salary schedule indices implemented the 2024-2025 contract year.
- Effective August 1, 2025, there will be normal salary schedule movement of one (1) year experience for all full-time Unit Members who completed a minimum of one hundred twenty (120) work days for the 2024-2025 school year.

For the 2026-2027 contract year, Unit Members shall be compensated as follows:

- The Board shall increase Unit Members' base salaries by 2.75% using the new salary schedule indices implemented the 2024-2025 contract year.
- Effective August 1, 2026, there will be normal salary schedule movement of one (1) year experience for all full-time Unit Members who completed a

minimum of one hundred twenty (120) work days for the 2025-2026 school year.

E. All salary step movements for the duration of this Master Agreement will be referencing and according to the 2023 salary schedule.

Section 15.02 PAY PERIODS

The salaries of all certificated/licensed personnel will be paid in twenty-four (24) equal pays scheduled on the 10th and 25th of each month. Adjustments may be made when the 10th and/or 25th fall on a weekend or holiday.

Section 15.03 INTERNAL SUBSTITUTE

- A. Unit Members required to cover classes for other Unit Members during their planning periods or lunch periods shall be paid for such time at the rate of thirty-five dollars (\$35.00) per period.
- B. For those situations in which a single class is divided among several Unit Members for one (1) day, compensation will be thirty-five dollars (\$35.00) a period (a period is considered each core content area of students: ELA, math, science, social studies) per Unit Member so impacted up to a maximum of five (5) teachers.
- C. Any Unit Member that is considered a Specials Teacher (i.e., physical education, art, music, technology, etc.) at the elementary level pulled to sub for another Unit Member, will be compensated at thirty-five dollars (\$35.00) per period (a period is considered each core content area of students: ELA, math, science, social studies).

Section 15.04 SUPPLEMENTAL DUTY PAYMENT

- A. Experience on the supplemental duty salary schedule is based on experience with the Bethel Local School District, and such additional experience in other school districts in Ohio as the district in its sole discretion shall credit as the time the Unit Member is first employed in the District. Experience will count in the same sport or activity at another grade or assignment level if the pay of the assignment in which the Unit Member has experience is equal to or exceeds the pay of the new assignment
- B. Payment for duties performed as part of a supplemental contract will be made in one of the following ways:

- 1. For those duties that cover the total school year, one half of the supplemental pay will be made in the second pay of December of each year and the remaining half will be made in the second pay of June.
- 2. Lump sum payment for fall, winter, and spring supplementals will be made on the next scheduled supplement pay date upon completion of the supplemental release form. These dates will be provided by payroll on an annual basis to all members of the Association.
- C. Payment will be released by Building Administrators upon completion of all duties and the completion of all forms associated with the position.
- D. The Board shall reposition all coaches, who suffered a loss of compensation due to the concession, to the correct steps on the supplemental salary scale from the previous contract during the pay freeze. It's the intent of the Board to hire all new supplemental positions at Step 3 or lower.

The supplemental salary schedule will have two steps added: step 6 and step 9

E. If the district creates new supplemental positions (Swim Team Coach, Bowling Coach, etc.); the job descriptions and placement on the supplemental salary schedule are appropriate subjects for bargaining. It shall only be a paid position if there are enough members to field a team.

Section 15.05 DIRECT DEPOSIT

Direct deposit is mandatory for all certified Unit Members. All certified Unit Members will receive email notification of their direct deposits. All certified Unit Members can choose no more than two (2) email addresses to which an email notification of direct deposit will be sent.

Section 15.06 STRS TAX DEFERRED PLAN

The Board and the Association agree that the provisions of this article, as a tax deferred plan, must be in full compliance with Internal Revenue Service ruling 81-36, and be in compliance with all applicable laws as well as the following provisions:

- A. The Board agrees to authorize the Treasurer to reduce each Unit Member's salary; including supplemental earnings to be paid after April 1, by the amount said Unit Member is to contribute to his/her retirement system.
- B. The Board shall pay to STRS the amount of each Unit Member's share in lieu of the individual Unit Member's contribution.

- C. It is understood that it is the responsibility of each individual Unit Member to make any necessary adjustment(s) in any other tax-sheltered annuities he/she has in order to be in compliance with the IRS laws and regulations.
- D. The Board is not liable, nor will it be held responsible, for any related legal, IRS, STRS, or any other agencies' penalties or decisions concerning this plan now or in the future.
- E. The Association agrees to indemnify and save the Board harmless against any and all claims that shall arise out of or by reasons of any action taken by the Board in compliance with provisions of this article.
- F. It is understood that under this article that all Unit Members must have their salaries and wages calculated in this manner.

Section 15.07 TUITION REIMBURSEMENT

- A. Because the Board believes that continuing education is important for the certificated /licensed staff, a fund is established to reimburse Unit Members for participating in Unit Member training. A Tuition Reimbursement Program will be made available to all bargaining Unit Members. Tuition is defined as cost per credit hour. The school district will annually set aside twenty thousand dollars (\$20,000),each year to fund the Tuition Reimbursement Program. The intent is to assist Unit Members in maintaining their current teaching certificate/license.
- B. Guidelines for the use of the funds are as follows:
 - 1. Unit Members who have been in the Bethel School District for two (2) year(s) or longer may qualify for tuition reimbursement.
 - 2. Reimbursement will not be available for credit toward in-service trade time.
 - 2. Reimbursement checks will be issued upon receipt of paid tuition statement and Transcript(s) indicating successful completion with a minimum grade of "B" for each class.
 - 3. Applications must be pre-approved by the superintendent or designee before the first class session is held. The Superintendent's approval is final.
 - 4. The Unit Member must be employed by Bethel Local Schools at the time of reimbursement.
 - 5. The amount in the tuition reimbursement program will be divided equally by the total approved semester hours of all the bargaining Unit Members.

- C. Reimbursement will only be approved for classes related to your current teaching assignment, current area(s) of teaching certification/licensure, or your approved LPDC.
- D. Reimbursement will not exceed total cost of tuition.
- E. Part-time bargaining Unit Members will be reimbursed at a rate of fifty percent (50%) of the full-time Unit Member rate.
- F. Any unused money from the Tuition Reimbursement Program will be carried over to the following year's pool. At the end of the contract period any unused money will revert back to Bethel Local Schools general fund.

<u>Timelines:</u>

- Reimbursement year is from September 1 August 31.
- An official transcript is due by October 15 following the reimbursement year.
- Reimbursement will be paid by the first pay in December
- Reimbursement will be paid on the number of semester hours successful completed.

Section 15.08 PROFESSIONAL DUES

- A. Each Unit Member will be entitled to seventy dollars (\$70.00) toward membership in a professional organization that is curriculum related, such as International Reading Association. This money shall not be used for membership dues in Ohio Education Association, any affiliated organization, or union organization.
- B. The Board will reimburse the professional staff member up to half of a standard teaching license fee paid for any certification/license as required by their position for their first license renewal, once every five (5) years per person (2014-\$200).

The Board will reimburse the professional staff member all costs of a standard teaching license fee paid for any certification/license as required by their position for their second and any future renewals, once every five (5) years per person (2014-\$200).

Section 15.09 TUITION WAIVER

A member shall have the opportunity to enroll his/her children in the school district's educational program tuition free. Entry to the school educational programs shall take place at the beginning of the school year or at the beginning of any grading period. Students entering the school district under this procedure shall be entitled to all educational benefits available to other students of the school district including all extracurricular activities.

ARTICLE 16 - SEVERANCE PAY

Section 16.01 ELIGIBILITY

- A. Unit Members retiring from the Bethel Local School District shall be eligible for severance pay, effective the last day of employment, provided eligibility requirements are met, as follows:
 - 1. Be employed by the Bethel Local School District at the time of retirement; and,
 - 2. Have an application for retirement approved by the State Unit Members' Retirement System.
- B. A completed application for severance pay shall have been returned to the Treasurer of the Board not later than ninety (90) calendar days after the last day of employment. The application form shall be sent to retiring Unit Members immediately after Board acceptance of such retirement notice from Unit Member.
- C. In lieu of severance pay, the Bethel Local School Board shall make a contribution to a 403(b) special pay plan for all eligible Unit Members in an amount equal to severance pay as calculated in Section 16.02. All eligible Unit Members will include all Unit Members age 55 or older in the year of separation from service from Bethel Local Schools.

Section 16.02 DAYS OF SEVERANCE PAY

- A. Retiring Unit Members of the Bethel Local School District shall be paid for twentyfive percent (25%) of their accrued sick leave days to a maximum of seventy-five (75) days.
- B. A member shall not receive a severance payment until evidenced provided from a STRS approved application or STRS approval letter for eligibility for retirement is presented to the Treasurer.
- C. If an Unit Member actively employed by the District, and who has been employed by this District for ten (10) or more years, and who is eligible for immediate retirement under the State Unit Members' Retirement System, dies before actually retiring, any severance pay due such Unit Member under the provisions and limitations of this Article shall be paid to the life insurance beneficiary of the Unit Member, or to the estate of the deceased Unit Member as though the Unit Member had actually retired on the date of death.

Section 16.03 CALCULATION AND PAYMENT

- A. Payment shall be calculated by multiplying the base daily rate, excluding supplemental pay, of the Unit Member's pay at retirement by the total of days or fractional parts thereof as determined by the formula. (Number of accrued sick leave days times twenty-five percent (25%) times base daily rate of pay)
- B. Payment shall be made in one lump sum within eight (8) months after the last day of employment, but no later than December 31 of the retiring year; the retiring Unit Member shall designate, on the application, within which month payment is desired.
- C. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the Unit Member at that time.
- D. Such payment shall be made only once to any Unit Member.

ARTICLE 17 - MISCELLANEOUS

Section 17.01 LABOR MANAGEMENT COMMITTEE (LMC) MEETING

- A. In order to provide a forum for good communications between the Association and the administration, the President of the Association, his/her appointee, and the Superintendent, and one other administrator he/she selects, shall meet when mutually agreeable to discuss matters of mutual concern other than pending grievances and subjects appropriate for negotiations.
- B. In order to have an open discussion, the LMC shall have no authority to change, delete, or modify any terms of this agreement nor settle grievances.

Section 17.02 SCHOOL CALENDAR

The Association will have the opportunity to provide input to the Superintendent in the process of developing the annual school calendar before the calendar is adopted by the Board. Make-up school days as required by ORC will be established in consultation with the Association. Nothing contained herein will be construed to limit the Board's right to adopt the school calendar as it deems best or to modify such calendar by appropriate action after the calendar has been adopted. If such modification would necessitate the scheduling of additional work days, the Association will retain the right to demand bargaining over the scheduling of such days, except those days described as Calamity Days.

Section 17.03 BOARD/ADMINISTRATION COMMITTEE

Committees (curriculum sessions, textbook selections, etc.), established by the Board/Administration involving staff members meetings during the Unit Members work day shall be accomplished by "release time" for all Unit Members participants.

ARTICLE 18 - LENGTH OF AGREEMENT

Section 18.01 DURATION

All provisions of this Agreement shall remain in full force and effect from August 1, 2024 through July 31, 2027.

Section 18.02 STRIKE AUTHORIZATION

There shall be no strike, work stoppage, or lockout during the duration of this Agreement. Violation of this clause may be cause for termination of part or all of this Agreement.

If, after the expiration of this agreement and all steps have been completed as stipulated in Section 1.08 - Dispute Settlement Procedure of this agreement, then the BEA may exercise its right to strike as provided for in O.R.C. 4117.14.

Section 18.03 LEGAL HOLIDAYS

- A. The following dates will be considered legal holidays, students and staff will not be in attendance and all operations of the district will be closed.
 - ➢ January 1st and 2nd as applicable
 - President's Day
 - Martin Luther King Day
 - Memorial Day
 - > Labor Day
 - > Thanksgiving
- B. Veteran's Day shall be recognized during a regular school day with planned activities with students.
- C. Within the one hundred eighty-four (184) school day calendar, Winter and Spring Breaks will be scheduled.

ARTICLE 19 – REHIRE OF RETIRED UNIT MEMBERS

- A. Unit Members who are retired and who are then rehired by the Board are employed pursuant to this Article shall receive one-year limited contracts and shall not be eligible to receive continuing contracts regardless of their years of service or license held.
- B. No accumulated sick leave shall be carried forward when the Unit Member returns to duty. Returning retirees shall not use accrued sick leave for the purpose of severance and are not entitled or eligible to receive any severance benefits. Returning retirees are not eligible for retirement incentive programs.
- C. A retired Unit Member who is employed under this Article shall be paid at Step 0 of the salary schedule and will move annually, without interruption, to a maximum Step 3. The Unit Member shall be placed at the appropriate column based on their training and certification and shall receive any base salary percent increases that might apply to that placement.
- D. In the event of a reduction in force the reemployed Unit Member shall be deemed to have zero (0) years of seniority in the District.
- E. For purposes of sick leave, the re-employed retiree will be considered as a new Unit Member with zero (0) days of sick leave accumulated. Retired Unit Members rehired under this Article are eligible for sick leave accumulation commencing with the first year of such reemployment, and shall earn sick leave as set forth in this agreement.
- F. Unit Member returning to duty shall be eligible for HOSPITALIZATION AND MAJOR MEDICAL INSURANCE benefits under Article 14.
- G. All contracts issued to Unit Members who have retired under the State Unit Members' Retirement System shall automatically expire at the end of the term stated and no affirmative action's such as "non-renewal" need to be or shall be taken by the Board or Administration.
- H. A Bethel Unit Member wishing to be rehired following retirement shall notify the Superintendent, in writing, no later than March 31 of the year of retirement.
- I. Evaluations of rehired retirees shall be performed at the discretion of the building administrator. In the event that the District is seeking to terminate a retired rehired Unit Member for reasons related to job performance, the District shall conduct an evaluation as set forth in Article 7 of the collective bargaining agreement.
- J. Subject to the above provisions, returning retired Unit Members are part of the bargaining unit.

K. For rehired retired Unit Members, this Article expressly supersedes Section 3317.13 of the Ohio Revised Code and all other applicable laws that are inconsistent with this Article.

•

←_____

Bethel 2024-2027

SIGNATURES

SIGNATURES

IN WITNESS HEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT THIS 18th DAY OF December, 2024.

BOARD OF EDUCATION BETHEL LOCAL SCHOOL DISTRICT Lo asti . . A PRESIDENT **TREASURE** SUPERINTENDENT

BETHEL EDUCATION ASSOCIATION PRÉSIDENT LEAD NEGOTIATOR

RECODING NEGOTIATOR

NEGOTIATOR

NEGOTIATOR

APPENDIX A – SALARY AND SUPPLEMENTAL SCHEDULES 2024-2026 Bethel Education Association

Bethel Education Association

SALARY SCHEDULE 2024-2025

			2.25%	BASE	39,254
Step	BS	BS+150	м	M+15	M+30
0	\$42,575	\$44,867	\$47,183	\$48,321	\$49,460
	1.08460	1.14300	1.20200	1.23100	1.26000
1	\$44,235	\$46,653	\$49,106	\$50,304	\$51,501
2012	1.12690	1.18850	1.25100	1.28150	1.31200
2	\$45,896	\$48,439	\$51,030	\$52,286	\$53,542
	1.16920	1.23400	1.30000	1.33200	1.36400
3	\$47,556	\$50,225	\$52,953	\$54,268	\$55,583
<u></u> :	1.21150	1.27950	1.34900	1.38250	1.41600
4	\$49,216	\$52,011	\$54,877	\$56,251	\$57,625
1.	1.25380	1.32500	1.39800	1.43300	1.46800
5	\$52,749	\$55,544	\$58,410	\$59,783	\$61,157
Care I	1.34380	1.41500	1.48800	1.52300	1.55800
6	\$54,410	\$57,330	\$60,333	\$61,766	\$63,199
	1.38610	1.46050	1.53700	1.57350	1.61000
7	\$56,070	\$59,116	\$62,256	\$63,748	\$65,240
28.25	1,42840	1.50600	1.58600	1.62400	1.66200
8	\$57,731	\$60,902	\$64,180	\$65,730	\$67,281
12.1	1,47070	1.55150	1.63500	1.67450	1.71400
9	\$59,391	\$62,688	\$66,103	\$67,713	\$69,322
1.1	1.51300	1.59700	1.68400	1.72500	1.76600
10	\$61,051	\$64,474	\$68,027	\$69,695	\$71,363
	1.55530	1.64250	1.73300	1.77550	1.81800
11	\$62,712	\$66,260	\$69,950	\$71.677	\$73,405
	1.59760	1.68800	1.78200	1.82600	1.87000
12	\$64,372	\$68,046	\$71,874	\$73.660	\$75,446
55.5	1.63990	1.73350	1.83100	1.87650	1.92200
15	\$67,944	\$71,619	\$75,446	\$77.232	\$79,018
	1.73090	1.82450	1.92200	1.96750	2.01300
17	\$69,605	\$73,405	\$77.369	\$79.214	\$81,059
1.5	1.77320	1.87000	1.97100	2.01800	2.06500
20	\$71,265	\$75,191	\$79.293	\$81,196	\$83,100
	1.81550	1.91550	2.02000	2.06850	2.11700
21	\$72,926	\$76,977	\$81,216	\$83,179	\$85,141
1.1	1.85780	1.96100	2.06900	2.11900	2.16900
22	\$74,586	\$78,763	\$83,139	\$85,161	\$87,183
	1,90010	2.00650	2.11800	2.16950	2.22100
25	\$77.138	\$81,314	\$85.691	\$87.713	\$89,734
	1.96510	2.07150	2.18300	2.23450	2.28600
27	\$78,798	\$83,100	\$87.614	\$89.695	\$91,775
1	2.00740	2.11700	2.23200	2.28500	2.33800
30	\$80,458	\$84,886	\$89,538	\$91,677	\$93,817
50	2.04970	2.16250	2.28100	2.33550	2.39000
32	\$81.832	\$86,260	\$90,912	\$93.051	\$95,190
52	2.08470	2.19750	2.31600	2.37050	2.42500
35	\$83.206	\$87.634	\$92.286	\$94.425	\$96,564
33	2.11970	2.23250	2.35100	2.40550	2.46000

Revised: 11/9/23 1:55 PM

Bethel Education Association SALARY SCHEDULE 2025-2026 2.50% BASE

40,235

Step	BS	BS+150	M	M+15	M+30
0	\$ 43,639	\$45,989	\$ 48,362	\$49,529	\$50,696
-29	1.08460	1.14300	1.20200	1.23100	1.26000
1	\$ 45,341	\$47,819	\$ 50,334	\$51,561	\$52,788
	1.12690	1.18850	1.25100	1.28150	1.31200
2	\$ 47,043	\$49,650	\$ 52,306	\$53,593	\$54,881
2.4	1.16920	1.23400	1.30000	1.33200	1.36400
3	\$ 48,745	\$51,481	\$ 54.277	\$55,625	\$56,973
241	1.21150	1.27950	1.34900	1.38250	1.41600
4	\$ 50,447	\$53.311	\$ 56,249	\$57,657	\$59.065
	1.25380	1.32500	1.39800	1.43300	1.46800
5	\$ 54,068	\$56,933	\$ 59,870	\$61,278	\$62,686
2	1.34380	1.41500	1,48800	1.52300	1.55800
6	\$ 55.770	\$58,763	\$ 61.841	\$63,310	\$64.778
	1.38610	1.46050	1.53700	1.57350	1.61000
7	\$ 57,472	\$60.594	\$ 63,813	\$65,342	\$66.871
	1.42840	1.50600	1.58600	1.62400	1.66200
8	\$ 59.174	\$62,425	\$ 65,784	\$67.374	\$68.963
•	1.47070	1.55150	1.63500	1.67450	1.71400
9	\$ 60.876	\$64.255	\$ 67,756	\$69,405	\$71.055
9	1.51300	1.59700	1.68400	1.72500	1.76600
10					
10		\$66,086	\$ 69,727 1.73300	\$71,437	\$73,147
		1.64250	a state of the second se	1.77550	1.81800
11	\$ 64,279	\$67,917	\$ 71,699 1 78200	\$73,469	\$75,239
40	1.001.00	1.68800	110200	1.82600	1.87000
12	\$ 65,981	\$69,747	\$ 73,670	\$75,501	\$77,332
	1.63990	1.73350	1.83100	1.87650	1.92200
15	\$ 69,643	\$73,409	\$ 77,332	\$79,162	\$80,993
1.00	1.73090	1.82450	1.92200	1.96750	2.01300
17	\$ 71,345	\$75,239	\$ 79,303	\$81,194	\$83,085
	1.77320	1.87000	1.97100	2.01800	2.06500
20	\$ 73,047	\$77,070	\$ 81,275	\$83,226	\$85,177
	1.81550	1.91550	2.02000	2.06850	2.11700
21	\$ 74,749	\$78,901	\$ 83,246	\$85,258	\$87,270
0.001	1.85780	1.96100	2.06900	2.11900	2.16900
22	\$ 76,451	\$80,732	\$ 85,218	\$87,290	\$89,362
10.04	1.90010	2.00650	2.11800	2.16950	2.22100
25	\$ 79,066	\$83,347	\$ 87,833	\$89,905	\$91,977
-	1.96510	2.07150	2.18300	2.23450	2.28600
27	\$ 80,768	\$85,177	\$ 89,805	\$91,937	\$94,069
	2.00740	2.11700	2.23200	2.28500	2.33800
30	\$ 82,470	\$87,008	\$ 91,776	\$93,969	\$96,162
111	2.04970	2.16250	2.28100	2.33550	2.39000
32	\$ 83,878	\$88,416	\$ 93,184	\$95,377	\$97,570
	2.08470	2.19750	2.31600	2.37050	2.42500
35	\$ 85,286	\$89,825	\$ 94,592	\$96,785	\$98,978
	2.11970	2.23250	2.35100	2.40550	2.46000

Revised: 11/9/23 1:56 PM

Bethel Education Association SALARY SCHEDULE 2026-2027 2.75% BASE 41,341

Step BS **BS+150** M M+15 M+30 \$ 47,253 0 \$ 44,838 \$ 49,692 \$ 50,891 \$ 52,090 1.08460 1.14300 1.20200 1.23100 1.26000 \$ 46,587 \$ 49,134 \$ 51,718 \$ 52,978 54,239 1 \$ 1.25100 1.28150 1.31200 1.12690 1.18850 2 \$ 48.336 \$ 51.015 \$ 53,743 \$ 55,066 \$ 56.389 1.16920 1.23400 1.30000 1.33200 1.36400 \$ 50,085 \$ 52,896 \$ 55,769 58,539 3 \$ 57,154 \$ 1.21150 1.27950 1.34900 1.38250 1.41600 4 \$ 51,833 54,777 \$ 57,795 \$ 59,242 60,689 S \$ 1.25380 1.32500 1.39800 1.43300 1.46800 \$ 55,554 \$ 58,498 \$ 61,515 \$ 62,962 64,409 5 \$ 1.34380 1.41500 1.48800 1.52300 1.55800 \$ 57,303 \$ 60,379 \$ 63,541 \$ 65,050 \$ 66,559 6 1.38610 1.46050 1.53700 1.57350 1.61000 7 \$ 59,051 \$ 62,260 \$ 65,567 \$ 67,138 68,709 \$ 1.42840 1.50600 1.58600 1.62400 1.66200 \$ 60,800 \$ 64,141 \$ 67,593 \$ 69,226 \$ 70,858 8 1.47070 1.55150 1.63500 1.67450 1.71400 9 \$ 62,549 \$ 66.022 \$ 69,618 \$ 71,313 \$ 73,008 1.72500 1.76600 1.51300 1.59700 1.68400 10 \$ 64,298 \$ 67,903 \$ 71,644 \$ 73,401 \$ 75,158 1.73300 1.55530 1.64250 1.77550 1.81800 11 \$ 66,046 \$ 69,784 \$ 73,670 \$ 75,489 \$ 77,308 1.59760 1.68800 1.78200 1.82600 1.87000 12 \$ 67,795 \$ 71,665 \$ 75,695 \$ 77,576 \$ 79,457 1.73350 1.92200 1.63990 1.83100 1.87650 15 \$ 71,557 \$ 75,427 \$ 79,457 \$ 81,338 \$ 83,219 1.73090 1.82450 1.92200 1.96750 2.01300 17 \$ 73,306 \$ 77,308 \$ 81,483 \$ 83,426 \$ 85,369 1.87000 1.97100 2.01800 2.06500 1.77320 \$ 79,189 20 \$ 75,055 \$ 83,509 \$ 85,514 \$ 87,519 1.81550 1.91550 2.02000 2.06850 2.11700 \$ 76.803 \$ 81.070 \$ 85,535 \$ 87,602 S 89.669 21 2.06900 2.11900 2.16900 1.85780 1.96100 22 \$ 78,552 \$ 82,951 \$ 87,560 \$ 89,689 91.818 \$ 2.22100 1.90010 2.00650 2.11800 2.16950 25 \$ 81,239 \$ 85,638 \$ 90,247 \$ 92,376 \$ 94,506 1.96510 2.07150 2.18300 2.23450 2.28600 27 \$ 82.988 \$ 87.519 \$ 92.273 \$ 94,464 96.655 \$ 2.28500 2.00740 2.11700 2.23200 2.33800 30 \$ 84,737 \$ 89,400 \$ 94,299 \$ 96,552 \$ 98,805 2.04970 2.16250 2.28100 2.33550 2.39000 \$ 97,999 100,252 32 \$ 86,184 \$ 90,847 \$ 95,746 S 2.31600 2.08470 2.42500 2.19750 2.37050 35 \$ 87.631 \$ 92,294 \$ 97,193 \$ 99,446 \$ 101.699 2.11970 2.23250 2.35100 2.40550 2.46000

SUPPLEMENTAL SCHEDULES

ACTIVITY	POSITION			RECO	MMEN	DED %		
		Step 0	Step 1	Step 2	Step 3	Step 6	Step 9	
Site Manager	Fall Site Manager	5%	6%	6.5%	7%	8.5%	10%	8/2021
6	Winter Site Manager	5%	6%	6.5%	7%	8.5%	10%	8/2021
Strength & Conditioning	Varsity Head Coach (12-month)	15%	16%	17%	18%	21%	23%	8/2021
Conditioning	Assistant Coach (Fall/Winter/Spring/Summer)	4%	5%	5.5%	6%	7.5%	9%	11/2023
	(Fail/ winter/spring/summer)							
Baseball	Varsity	8%	8.8%	9.6%	10.4%	12%	13.6%	
	Assistant	6%	6.6%	7.2%	7.8%	9%	10.2%	8/2021
Football	Varsity Head Coach	12%	13%	14%	15%	18%	20%	
	Defensive Coordinator	8%	9%	10%	11%	14%	16%	11/2023
	Offensive Coordinator	8%	9%	10%	11%	14%	16%	11/2023
	Assistant Coach	6%	7%	8%	9%	12%	14%	
	Assistant Coach	6%	7%	8%	9%	12%	14%	
	Assistant Coach	6%	7%	8%	9%	12%	14%	
	8 th Grade Head Coach	6%	7%	8%	9%	12%	14%	
	Assistant Coach	4%	5%	6%	7%	10%	12%	11/2023
	7 th Grade Head Coach	6%	7%	8%	9%	12%	14%	
	Assistant Coach	4%	5%	6%	7%	10%	12%	11/2023
Volleyball	Varsity Head Coach	10%	11%	12%	13%	16%	18%	
voneyban	Assistant Varsity Coach	6%	7%	8%	9%	12%	18%	11/2023
		8%						11/2025
	Junior Varsity Head Coach *Freshman Head Coach	8% 6%	9% 7%	10% 8%	11%	14%	16% 14%	11/2023
		6%	7%	8%	9% 9%	12% 12%	14%	11/2025
	8 th Grade Head Coach 7 th Grade Head Coach	6%	7%	8% 8%	9% 9%	12%	14%	
D <i>A</i>								
Boys Soccer	Varsity Head Coach	10%	11%	12%	13%	16%	18%	11/2022
	Varsity Asst Coach	6%	7%	8%	9%	12%	14%	11/2023
	Asst./ Jr. Varsity Head Coach	8%	9%	10%	11%	14%	16%	11/2022
	*Junior Varsity Asst. Coach	4%	5%	6%	7%	10%	12%	11/2023
Girls Soccer	Varsity Head Coach	10%	11%	12%	13%	16%	18%	
	Varsity Assistant Coach	6%	7%	8%	9%	12%	14%	11/2023
	Asst./ Jr. Varsity Head Coach	8%	9%	10%	11%	14%	16%	
	*Junior Varsity Asst. Coach	4%	5%	6%	7%	10%	12%	11/2023
Boys Golf	Varsity Head Coach	8%	9%	10%	11%	14%	16%	8/2021
5	Asst./Jr. Varsity Head Coach	4%	5%	6%	7%	10%	12%	11/2023
Girls Golf	Varsity Head Coach	8%	9%	10%	11%	14%	16%	MOU 7/2018
	Asst./Jr. Varsity Head Coach	4%	5%	6%	7%	10%	12%	//2018
Cross Country								
Cross Country	Varsity Head Coach	10%	11%	12%	13%	16%	18%	11/2023
	Assistant Coach	6%	7%	8%	9% 11%	12%	14%	11/2023
	Junior High Head Coach	8%	9%	10%	11%	14%	16%	11/2023
	Assistant Coach	4%	5%	6%	7%	10%	12%	11/2023
Fall Cheer	HS Football Cheer Head Coach	4%	4.5%	5%	5.5%	8.5%	10.5%	
	JH Football Cheer Head Coach	2%	2.5%	3%	3.5%	6.5%	8.5%	
Boys Basketball	Varsity Head Coach	12%	13%	14%	15%	18%	20%	
DOYS DASKELUALI	Assistant Varsity Coach	6%	7%	8%	9%	18%	14%	11/2023
	Assistant valsity Cuach	0/0	//0	070	7/0	12/0	1 + /0	11.2025

ACTIVITY	POSITION				MMEN	DED %		
		Step 0	Step 1	Step 2	Step 3	Step 6	Step 9	
	Freshman Head Coach	6%	7%	8%	9%	12%	14%	
	8th Grade Head Coach	6%	7%	8%	9%	12%	14%	
	7th Grade Head Coach	6%	7%	8%	9%	12%	14%	
		1				1001		
Girls Basketball	Varsity Head Coach	12%	13%	14%	15%	18%	20%	11/2022
	Assistant Varsity Coach	6%	7%	8%	9%	12%	14%	11/2023
	Junior Varsity Head Coach	8%	9%	10%	11%	14%	16%	
	Freshman Head Coach	6%	7%	8%	9%	12%	14%	8/2021
	8th Grade Head Coach	6%	7%	8%	9%	12%	14%	
	7th Grade Head Coach	6%	7%	8%	9%	12%	14%	
Swimming	Varsity Head Coach	8%	9%	10%	11%	14%	16%	
Swinning	Assistant Varsity Coach	6%	7%	8%	9%	12%	10%	11/2023
	Assistant varsity Coach	070	//0	070	970	12/0	1470	11/2025
Winter Cheer	HS Basketball Cheer Head Coach	4%	4.5%	5%	5.5%	8.5%	10.5%	
	JH Basketball Cheer Head Coach	2%	2.5%	3%	3.5%	6.5%	8.5%	
Basketball	Varsity Head Coach	10%	11%	12%	13%	16%	18%	
	Varsity Assistant Coach	6%	7%	8%	9%	12%	14%	
	JV Head Coach	8%	9%	10%	11%	14%	16%	
	JV Assistant Coach	4%	5%	6%	7%	10%	12%	11/2023
Softball	Varsity Head Coach	10%	11%	12%	13%	16%	18%	
	Varsity Assistant Coach	6%	7%	8%	9%	12%	14%	8/2021
	JV Head Coach	8%	9%	10%	11%	14%	16%	8/2021
	JV Assistant Coach	4%	5%	6%	7%	10%	12%	11/2023
Track & Field	Varsity Boys Head Coach	10%	11%	12%	13%	16%	18%	MOU 1/2019
	Assistant Coach	6%	7%	8%	9%	12%	14%	MOU 1/2019
	Varsity Girls Head Coach	10%	11%	12%	13%	16%	18%	1/2019
	Assistant Coach	6%	7%	8%	9%	12%	14%	MOU
								1/2019
	Junior High Boys Head Coach	8%	9%	10%	11%	14%	16%	
	JV Assistant Coach	4%	5%	6%	7%	10%	12%	11/2023
	Junior High Girls Head	8%	9%	10%	11%	14%	16%	
	Coach							
	JV Assistant Coach	4%	5%	6%	7%	10%	12%	11/2023
Class Advisors	Junior	3.8%	4.1%	4.5%	4.9%	5.7%	6.5%	
Class Advisors								
	Senior Flag Corps	2% 3.5%	2.2% 3.8%	2.4% 4.1%	2.6% 4.4%	3% 5%	3.4%	
	Flag Corps	5.5%	5.870	4.170	4.470	3%	3.0%	
Music	Instrumental	10%	11%	12%	13%	15%	17%	
	Vocal -HS	6%	6.6%	7.2%	7.8%	9%	10.2%	
	Vocal & Instrument	4%	4.3%	4.6%	4.9%	5.5%	6.1%	
	Elementary							
Dromo	US Drome/Musical Advisor	4%	4.4%	4.8%	5.2%	60/	6.8%	
Drama	HS Drama/Musical Advisor MS Musical Advisor	4%	4.4%	4.8%	5.2%	6% 6%	6.8%	11/2023
	Elementary Advisor	2%	2.2%	2.4%	2.6%	3%	3.4%	11/2023
		2/0	2.270	2.470	2.070	570	5.470	
Student Council	High School	2%	2.2%	2.4%	2.6%	3%	3.4%	
	Junior High	2%	2.2%	2.4%	2.6%	3%	3.4%	
	Elementary	2%	2.2%	2.4%	2.6%	3%	3.4%	
4.43.5.1								0/2021
**Math	Division I	3.5%	3.8%	4.1%	4.4%	5%	5.6%	8/2021

ACTIVITY	POSITION			RECO	MMEN	DED %		
		Step 0	Step 1	Step 2	Step 3	Step 6	Step 9	
	Division II	3.5%	3.8%	4.1%	4.4%	5%	5.6%	
	Division III & IV	3.5%	3.8%	4.1%	4.4%	5%	5.6%	
Other	Academic Team Advisor	3.5%	3.8%	4.1%	4.4%	5%	5.6%	
ould	Science Fair Coordinator	2%	2.2%	2.4%	2.6%	3%	3.4%	
	Honor Society Advisor	2%	2.2%	2.4%	2.6%	3%	3.4%	
	Newspaper Advisor	2%	2.2%	2.4%	2.6%	3%	3.4%	
	Yearbook Advisor	2%	2.2%	2.4%	2.6%	3%	3.4%	
	Muse Machine	2.6%	2.8%	3%	3.2%	3.6%	4%	
	Power of the Pen	2%	2.2%	2.4%	2.6%	3%	3.4%	Mou 1/29/19
Hourly	Summer School Teacher	\$35.00 p	per hour					
	Summer School Tutor	\$35.00 µ	per hour					
	Home Instruction Teacher	\$35.00 µ	per hour					
	Saturday School	\$35.00 p	per hour					
One Time	Resident Educator Mentor	\$1,000.0	00					
	Washington DC Trip Advisor	\$250.00	1					
	Camp Kern Advisor	\$250.00						
N. D. W								
New Position	·							
* Only when a to		· · · ·	.1 0	11 1	1	1 5 4		
	Grade) one (1) coach per 16 [Ma $l = 16+8$, so two (2) coaches, etc.		thereof a	dds an ad	ditional co	bach. Ex. 2	24	
Division II (2nd	$\cdot 3^{rd}$ Grade) one (1) coach per 18	·] [Maior frac	tion there	of adds on	addition	l coach E	v 27	
students enrolled	d = 18+9, so two (2) coaches, etc.	1	aon mere	or auus all	auuniona	n coach. E	μ Λ. <i>Δ</i> /	
	$V (4^{\text{th}} - 5^{\text{th}} \text{ and } 6^{\text{th}} - 7^{\text{th}} \text{ grades}) \text{ or}$		n ner 24 M	Agior fract	tion there	of adds an		
	. Ex. 36 students enrolled = $24+1$					fi adds all		
	= 27 + 1	2, 30 100 (2	2) coacites	,				

APPENDIX B – INSURANCE SUMMARY

YOUR BENEFITS

UnitedHealthcare

A UnitedHealth Group Company

Benefit Summary ASO Choice Plus Bethel Local Schools Medical Plan 7EM-M 01-01-2024

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

- myuhc.com® Take advantage of easy, time-saving online tools. You can check your eligibility, benefits, claims, claim payments, search for a doctor and hospital and much, much more.

24-hour nurse support – A nurse is a phone call away and you have other health resources available 24-hours a day, 7 days a week to provide you with information that can help you make informed decisions. Just call the number on the back of your ID card. Customer Care telephone support - Need more help? Call a customer care professional using the toll-free number on the back of your ID card. Get

answers to your benefit questions or receive help looking for a doctor or hospital.

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

PLAN HIGHLIGHTS		
Types of Coverage	Network Benefits	Non-Network Benefits
Annual Deductible		
ndividual Deductible	\$100 per year	\$250 per year
Family Deductible	\$200 per year	\$500 per year
 Member Copayments do not accumulat 	te towards the Deductible	and the first
Dut-of-Pocket Maximum		
ndividual Out-of-Pocket Maximum	\$1000 per year	\$2000 per year
Family Out-of-Pocket Maximum	\$2000 per year	\$4000 per year
Copayments, Coinsurance and Benefit Plan Coinsurance – The Amount the Plan	Deductibles accumulate towards the Out-of-	Pocket Maximum
	100% after Deductible has been met for most	80% after Deductible has been met for most
	services	services
ifetime Maximum Benefit		
The maximum amount the Plan will pay during	Unlimited	
he entire period of time you are enrolled under		
he Plan		
Prescription Drug Benefits		
 Prescription drug benefits are shown un 	oder separate cover	
Information of Pre-service Notification		
*PRIOR AUTHORIZATION is required for certain	services	
**PRIOR AUTHORIZATION is required for Equip		
Information on Benefit Limits		
 The Annual Deductible, Out-of-Pocket Maxin 	num and Benefit limits are calculated on a calendar ve	ar basis
	Expenses. For a definition of Eligible Expenses, please	
	any combination of Network and Non-Network Benefits	
		, , ,
BENEFITS		
Types of Coverage	Network Benefits	Non-Network Benefits
Ambulance Services - Emergency and Non-Emer	rgency	
and the state of the	* 100%	* 100% after Network Deductible has been me
Dental Services – Accident Only		
	* 80%	* 80% after Network Deductible has been me
Durable Medical Equipment (DME)		
Benefits are limited as follows:	80%	** 50% after Deductible has been met
Benefits are limited to a single purchase of a	0070	50% alter Deductible has been met
type of Durable Medical Equipment (including		

repair and replacement) every three years. Hearing Aids are limited to \$2500 per year.

THIS MATERIAL IS PROVIDED ON THE RECIPIENT'S AGREEMENT THAT IT WILL ONLY BE USED FOR THE PURPOSE OF DESCRIBING UNITED HEALTHCARE'S PRODUCTS AND SERVICES TO THE RECIPIENT. ANY OTHER USE, COPYING OR DISTRIBUTION WITHOUT THE EXPRESS WRITTEN PERMISSION OF UNITEDHEALTHCARE IS PROHIBITED.

SFXGMTTT07PA

Page 1 of 5

APPENDIX B - INSURANCE SUMMARY - Continued

BENEFITS		
Types of Coverage	Network Benefits	Non-Network Benefits
Emergency Health Services - Outpatient	100% after you pay a \$75 Copayment per visit. If you are admitted as an inpatient to a Network Hospital directly from the Emergency room, you will not have to pay this Copayment. The Benefits for an Inpatient Stay in a Network Hospital will apply instead.	* 100% after you pay a \$75 Copayment per visit
Home Health Care Benefits are limited as follows: 60 visits per year	100%	* 80% after Deductible has been met
Hospice Care	100%	* 80% after Deductible has been met
Hospital – Inpatient Stay	100% after you pay a \$250 Copayment	* 80% after Deductible has been met
Lab, X-Ray and Diagnostics - Outpatient For Preventive Lab, X-Ray and Diagnostics, refer to the Preventive Care Services category.	100%	80% after Deductible has been met Prior Authorization is required for sleep studies
Lab, X-Ray and Major Diagnostics – CT, PET, MRI	and Nuclear Medicine - Outpatient 100%	80% after Deductible has been met Prior Authorization is required
Mental Health and Substance Abuse Services – Inp Benefits are limited as follows:	vatient and Intermediate * 100% after you pay a \$250 Copayment	* 80% after Deductible has been met
Mental Health and Substance Abuse Services – Ou Benefits are limited as follows:	tpatient * 100% after you pay a \$15 Copayment per visit.	* 80% after Deductible has been met
Ostomy Supplies	80%	50% after Deductible has been met
Physician Fees for Surgical and Medical Services		
Physician's Office Services – Sickness and Injury	100%	80% after Deductible has been met
Primary Physician Office Visit	100% after you pay a \$15 Copayment per visit	80% after Deductible has been met
Specialist Physician Office Visit	100% after you pay a \$15 Copayment per visit	80% after Deductible has been met
No copayment applies if physician's charge is not a In addition to the visit Copayment, Pharmaceutical I Pregnancy – Maternity Services	Products such as injections will be covered at 80% coins Depending upon where the Covered Health Service stated under each covered Health Service category in	is provided, Benefits will be the same as thos
	For services provided in the Physician's Office, a Copayment will only apply to the initial office visit.	Prior Authorization is required if Inpatient Stay exceeds 4 hours following a normal vaginal delivery or 96 hours following a cesarean section delivery.
Preventive Care Services Covered Health Services include but are not limited to:		
Primary Physician Office Visit Specialist Physician Office Visit Lab, X-Ray or other preventive tests	100% 100% 100%.	Non-Network Benefits are not available
Prosthetic Devices	80%	50% after Deductible has been met Prior Authorization is required for Prosthetic Devic in excess of \$1000
Reconstructive Procedures	Depending upon where the Covered Health Service stated under each Covered Health Service category in	
Pakabilitation Saturation - Outputient Theorem - O	bizapractia Trastmant	Prior Authorization is required for certain services.
Rehabilitation Services – Outpatient Therapy and C Benefits are limited as follows: Network and Non-Network benefits are limited to a combined total of 50 visits per calendar year for any combination of the following: Chiropractic treatment Physical therapy Occupational therapy	Benefits for Habilitative Services are provided under and as part of Rehabilitation Services – Outpatient	* 80% after Deductible has been met

Page 2 of 5

Types of Coverage Speech therapy		
	Network Benefits	Non-Network Benefits
Pulmonary rehabilitation Cardiac rehabilitation Post-Cochlear implant aural therapy Vision therapy	Therapy and Manipulative Treatment and are subject to the limits as stated below in this benefit summary.	
Scopic Procedures - Outpatient Diagnostic and T	nerapeutic	
Diagnostic scopic procedures include, but are not imited to: Colonoscopy; Sigmoidoscopy; Endoscopy For Preventive Scopic Procedures, refer to the Preventive Care Services category.	100%	80% after Deductible has been met
Skilled Nursing Facility / Inpatient Rehabilitation Facility	acility Services	
Benefits are limited as follows: 300 days per year. Facility Services are limited to 120 days per incident. Surgery – Outpatient	100%	* 80% after Deductible has been met
	100%	80% after Deductible has been met
Therapeutic Services	100%	80% after Deductible has been met
Transplantation Services	100%	ou la alter Deductible has been met
	* 80%	* Non-Network Benefits are not available
	For Network Benefits, services must be received at a Designated Facility.	
Urgent Care Center Services	100% after you pay a \$35 Copayment per visit	80% after Deductible has been met
In addition to the visit Conavment, the applicable (Copayment and any Deductible/Coinsurance applies when	
Alternative Treatments		d, and other terms and conditions of coverage.
Alternative Treatments Acupressure; aromatherapy; hypnotism; massage therapy; rolfing (Complementary and Alternative Medicine (NCCAM) of the National In SPD.	holistic tissue massage); art, music, dance, horseback therapy; and other for stitutes of Health. This exclusion does not apply to Chiropractic Treatment and	rms of alternative treatment as defined by the National Center for
Alternative Treatments Acupressure; aromatherapy; hypnotism; massage therapy; rolfing (Complementary and Alternative Medicine (NCCAM) of the National In SPD. Dental Dental care (which includes dental X-rays, supplies and appliances an extractions and non-surgical elimination of oral infection) required for reat the effects of a medical condition, but that is not necessary to dir result of medication. Endodontics, periodontal surger and restorative restoration, and replacement of teeth; medical or surgical treatmento Beanefits are provided as described under Dental Services – Accidentz services for which Benefits are provided as described under Dental Services	nolistic tissue massage); art, music, dance, horseback therapy; and other for	rms of alternative treatment as defined by the National Center for osteopathic care for which Benefits are provided as described in the usion does not apply to dental care (aral examination, X-rays, the Plan as described in the SPD. Dental care that is required to tal caries resulting from dry mouth after radiation treatment or as a tes or gums. Examples include: extraction (including wisdom teeth), ion does not apply to accidental-related dental services for which fues. This exclusion does not apply to accident-related dental
Alternative Treatments Acupressure; aromatherapy; hypnotism; massage therapy; rolfing (Complementary and Alternative Medicine (NCCAM) of the National In SPD. Dental Dental care (which includes dental X-rays, supplies and appliances an extractions and non-surgical elimination of oral infection) required for treat the effects of a medical condition, but that is not necessary to dir result of medication. Endodontics, periodontal surger and restorative restoration, and replacement of teeth; medical or surgical treatment of Benefits are provided as described under Dental Services – Accidentz services for which Benefits are provided as described under Dental Services Devices, Applances and Prositeits Devices, Applances and Prositeits Devices, including over-the-counter ortholic braces. The following ite external defibrillator; trusses; ultrasonic nebulizars; and ventricular as prosthesis, mastectomy bras and hymphedema stockings for which Be	holistic tissue massage); art, music, dance, horseback therapy, and other for stitutes of Health. This exclusion does not apply to Chiropractic Treatment and d all associated expenses, including hospitalizations and anesthesia). This exclu- he direct treatment of a medical condition for which Benefits are available under edity treat the medical condition for which Benefits are available under treatment are excluded. Diagnosis or treatment of or related to the teeth, jawbon dental conditions; and services to improve dental clinical outcomes. This exclus I only in the SPD. Dental implants, bone grafts and other implant-related proced	rms of alternative treatment as defined by the National Center for osteopathic care for which Benefits are provided as described in the usion does not apply to dental care (oral examination, X-rays, the Plan as described in the SPD. Dental care that is required to tal caries resulting from dry mouth after radiation treatment or as a res or gums. Examples include: extraction (including wisdom teeth), ion does not apply to accidental-related dental services for which lives. This exclusion does not apply to accident-related dental omaly such as cleft lip or cleft palate. th. Examples include foot orthotics, cranial banding and some types enuresis alarm; home coagulation testing equipment, non-wearable for speech aid prosthetics and tracheo-esophogeal voice
Atternative Treatments Acupressure, aromatherapy, hypnotism; massage therapy; rolfing (Complementary and Alternative Medicine (NCCAM) of the National In SPD. Dental Dental Care (which includes dental X-rays, supplies and appliances an extractions and non-surgical elimination of oral infection) required for treat the effects of a medical condition, but that is not necessary to dir resourd of medication. Endodontics, periodontal surgery and restorative restoration, and replacement of teeth; medical or surgical treatment of Benefits are provided as described under Dental Services – Accidents services for which Benefits are provided as described under Dental S Devices used specifically as safety items or to affect performance in s of braces, including over-the-counter orthotic braces. The following ite termal defibulanct; trusses; Utrasonic nebulizers; and ventricular as prosthetics. Oral appliances for snoring. Repair and replacement pros prosthesis, mastectomy bras and lymphedema stockings for which Be Drug The exclusions listed below apply to the medical portion of the Pla Prescription Drug portion of the Plan. See the SPD for covreage detail Prescription drugs for outpatient use that are filled by a prescription UnitedHealthcare), must typically to anoning telate medications that are n the secularion does not apply to non-injectable medications that are n	holistic tissue massage); art, music, dance, horseback therapy; and other for stitutes of Health. This exclusion does not apply to Chiropractic Treatment and d all associated expenses, including hospitalizations and anesthesia). This exclu- he direct treatment of a medical condition for which Benefits are available under ety treat the medical condition, is excluded. Examples include treatment of deni treatment are excluded. Diagnosis or treatment of or related to the teeth, jawbor dental conditions; and services to improve dental clinical outcomes. This exclu- to Only in the SPD. Dental implants, bone grafts and other implant-related proced trivices – Accident Only in the SPD. Dental braces (orthodontics). Congenital An ports-related activities. Orthotic appliances that straighten or re-shape a body pa ms are excluded, even if prescribed by a Physician: blood pressure cuff/monitor; ist devices. Devices and computers to assist in communication and speech exclu- hetic devices when damaged due to misuse, malicious damage or gross negleci nefits are provided as described under Reconstructive Procedures in the SPD. In only. Prescription Drug coverage is excluded under the medical plan beca	rms of alternative treatment as defined by the National Center for osteopathic care for which Benefits are provided as described in the usion does not apply to dental care (oral examination, X-rays, the Plan as described in the SPD. Dental care that is required to tal caries resulting from dry mouth after radiation treatment or as a res or gums. Examples include: extraction (including wisdom teeth), ion does not apply to accidental-related dental services for which there. This exclusion does not apply to accident-related dental omaly such as cleft lip or cleft palate. It. Examples include foot orthotics, cranial banding and some types enuresis alarm; home coagulation testing equipment, non-wearable pat for speech aid prosthetics and tracheo-esophogeal voice t. Prosthetic devices. This exclusion does not apply to breast use it is a separate benefit. Coverage may be available under the or medications which, due to their characteristics (as determined by lent setting. Non-injectable medications given in a Physician's office
Atemative Treatments Acupressure, aromatherapy, hypotism; massage therapy; rolfing (Complementary and Alternative Medicine (NCCAM) of the National In SPD. Dental Dental Complementary and Alternative Medicine (NCCAM) of the National In SPD. Dental Dental Complementary and Alternative Medicine (NCCAM) of the National In SPD. Dental Complementary and Complementary of the National In- services of a medical condition, but that is not necessary to dir result of medication. Endodontics, periodontal surgery and restorative restoration, and replacement of teeth; medical or surgical treatment of Dervices. Applicances and Prostitetics Dervices, Applicances and Prostitetics Dervices, Applicances and Prostitetics Dervices, such specifically as safety items or to affect performance in s of braces, including over-the-counter orthotic braces. The following ite external defibrillator; trusses; ultrasonic nebulizers; and ventricular as prosthesis, mastectomy bras and lymphedema stockings for which Be Drags The exclusions listed below apply to the medical portion of the Pla Prescription Drug for outpatient use that are filed by a prescription UnitedHealthcare), must typically be administered or directly supervisi This exclusion does not apply to non-injectable medications that are or <u>Coperimental or Investigational or Unproven Services</u> . Experimental or Investigational or Unproven Services Experimental or Investigational or Unproven Services.	holistic tissue massage); art, music, dance, horseback therapy; and other for stitutes of Health. This exclusion does not apply to Chiropractic Treatment and d all associated expenses, including hospitalizations and anesthesia). This exclu- he direct treatment of a medical condition for which Benefits are available under ecity treat the medical condition, is excluded. Examples include treatment of dan treatment are excluded. Diagnosis or treatment of or related to the teeth, jawbor dental conditions; and services to improve dental clinical outcomes. This exclu- tion in the SPD. Dental implants, bone grafts and other implant-related proced prvices – Accident Only in the SPD. Dental braces (orthodontics). Congenital An ports-related activities. Orthotic appliances that straighten or re-shape a body pa ms are excluded, even if prescribed by a Physician: blood pressure cuff/monitor; ist devices. Devices and computers to assist in communication and speech exor hetic devices when damaged due to misuse, malicious damage or gross negleci nefits are provided as described under Reconstructive Procedures in the SPD. In only. Prescription Drug coverage is excluded under the medical plan beca s and exclusions. In order or refill. Self-injectable medications. This exclusion does not apply to ed by a qualified provider or licensed/ortified health professional in an outpati	rms of alternative treatment as defined by the National Center for osteopathic care for which Benefits are provided as described in the usion does not apply to dental care (oral examination, X-rays, the Plan as described in the SPD. Dental care that is required to tal caries resulting from dry mouth after radiation treatment or as a nes or gums. Examples include: extraction (including wisdom teeth), ion does not apply to accidental-related dental services for which tures. This exclusion does not apply to accident-related dental omaly such as cleft lip or cleft palate. It. Examples include foot orthotics, stranial banding and some types enuresis alarm, home coagulation testing equipment, non-wearable pat for speech aid prosthetics and tracheo-esophogeal voice t. Prosthetic devices. This exclusion does not apply to breast use it is a separate benefit. Coverage may be available under the or medications which, due to their characteristics (as determined b) eter steting. Non-injectable medications given in a Physician's office ter drugs and treatments. Growth hormone therapy.
Atternative Treatments Acupressure, aromatherapy, hypnotism; massage therapy; rolfing (Complementary and Alternative Medicine (NCCAM) of the National In SPD. Dental Dental Care (which includes dental X-rays, supplies and appliances an extractions and non-surgical elimination of oral infection) required for treat the effects of a medical condition, but that is not necessary to dir result of medication. Endodontics, periodontal surgery and restorative restoration, and replacement of teeth; medical or surgical treatment of Benefits are provided as described under Dental Services – Accidents services for which Benefits are provided as described under Dental S Devices. Appliances and Prostitetics Devices used specifically as safety items or to affect performance in s of braces, including over-the-counter orthotic braces. The following ite tertmal defibulanct; trusses; ultrasonic nebulizers; and ventricular as prosthetics. Oral appliances for snoring. Repair and replacement pros prosthesis, mastectomy bras and lymphedema stockings for which Be Drug The exclusions listed below apply to the medical portion of the Pli Prescription drugs for outpatient use that are filled by a prescription UnitedHealthcare), must typically be administered or directly supervic Experimental or Investigational or Unproven Services Experimental or Investigational or Unproven Services Routine foot care. Examples include the cutting or removal of coms at under Diabetes Services in the SPD or oremoval of coms at under Diabetes Services in the Met necession at localized Sickness, In	holistic tissue massage); art, music, dance, horseback therapy; and other for stitutes of Health. This exclusion does not apply to Chiropractic Treatment and d all associated expenses, including hospitalizations and anesthesia). This exclu- he direct treatment of a medical condition for which Benefits are available under ecity treat the medical condition, is excluded. Examples include treatment of den treatment are excluded. Diagnosis or treatment of or related to the teeth, jawbor dental conditions; and services to improve dental clinical outcomes. This exclu- lonly in the SPD. Dental implants, bone grafts and other implant-related proced privices – Accident Only in the SPD. Dental braces (orthodontics). Congenital An ports-related activities. Orthotic appliances that straighten or re-shape a body pa ms are excluded, even if prescribed by a Physician: blood pressure cuff/monitor; sist devices. Devices and computers to assist in communication and speech exor hetic devices when damaged due to misuse, malicious damage or gross negleci nefits are provided as described under Reconstructive Procedures in the SPD. In only. Prescription Drug coverage is excluded under the medical plan beca is and exclusions. In order or refill. Self-injectable medications. This exclusion does not apply to red by a qualified provider or licensed/orthifed health professional in an outpati aquired in an Emergency and consumed in the Physician's office. Over-the-count in has agreed to cover them as defined in the SPD. This exclusion applies even	rms of alternative treatment as defined by the National Center for osteopathic care for which Benefits are provided as described in the usion does not apply to dental care (oral examination, X-rays, the Plan as described in the SPD. Dental care that is required to tal caries resulting from d/y mouth after radiation treatment or as a res or gums. Examples include: extraction (including wisdom teeth), ion does not apply to accidental-related dental services for which times. This exclusion does not apply to accident-related dental omaly such as cleft tip or cleft palate. rt. Examples include foot orthotics, cranial banding and some types enuresis alarm; home coagulation testing equipment, non-wearable pt for speech aid prosthetics and trache-oscophogeal voice t. Prosthetic devices. This exclusion does not apply to breast use it is a separate benefit. Coverage may be available under the or medications which, due to their characteristics (as determined by ient setting. Non-injectable medications given in a Physician's office ter drugs and treatments. Growth hormone therapy. en if Experimental or Investigational Services or Unproven Services Health Services provided during a clinical trial for which Benefits are prosons with diabetes for which Benefits are provided as described debiding. Hygienic and preventive maintenance foot care; and other det; applying skin creams in order to maintain skin non. This

Page 3 of 5

Medical Equipment when damaged due to misuse, malicious breakage or gross neglect and deodorants, filters, lubricants, tape, appliance clears, adhesive, adhesive remover or other items that are not specifical identified in the SPD	lly
Mental Health / Substance Abuse Inpatient, intermediate or outpatient care services that were not pre-authorized by the Mental Health/Substance Abuse (MH/SA) Administrator; Services performed in connection with conditions not classified in the	
current edition of the American Psychiatric Association's Diagnostic and Statistical Manual of Mental Disorders. Mental Health Services and Substance Abuse Services that extend beyond the period necessary for short-term evaluation, diagnosis, treatment, or crisis intervention. Mental Health Services as treatment for insomr and other sleep disorders, neurological disorders and other disorders with a known physical basis. Treatment for conduct and impulse control disorders, personality disorders, paraphilias (sexual behavior that considered deviant or abnormal) and other Mental Illnesses that will not substantially improve beyond the current level of functioning, or that are not subject to favorable modification or management according prevailing national standards of clinical practice, as reasonably determined by the Mental Health/Substance Abuse Administrator. Services utilizing methadone, L.A.M. (1-Alpha-Acetyl-Methadol), Cyclazcoine, or th	is to
equivalents as maintenance treatment for drug addiction. Treatment provided in connection with involuntary commitments, police detentions and other similar arrangements unless authorized by the Men Health/Substance Abuse Administrator, Residential treatment services. Routine use of psychological testing without specific authorization; pastoral counseling. Services or supplies for the diagnosis or treatment Mental liness, adorbins mor zubstance abuse disorders that, in the reasonable judgment of the Mental Health/Substance Abuse Administrator, typically do not result in outcomes demonstrably better than other availab treatment alternatives that are less intensive or more cost effective, or are not consistent with: Prevailing national standards of clinical practice for the treatment of such conditions. Prevailing rofessional research demonstrating that the services or supplies will have a measurable and beneficial health outcome.	tal of
The Mental Health/Substance Abuse Administrator's level of care guidelines as modified from time to time. The Mental Health/Substance Abuse Administrator success of a guidelines as modified from time to time. The Mental Health/Substance Abuse Administrator may consult with professional clinical consultants, peer review committees or other appropriate sources for recommendations and information regarding whether a service or supply meets any of these criteria.	
MEDICAL EXCLUSIONS Continued	
Nutritional consetic therapy using high dose or mega quantities of vitamins, minerals or elements, and other nutrition based therapy. Nutritional counseling for either individuals or groups except as defined under Nutritional Counseling in the SPD. Food of any kind. Foods that are not covered include: enteral feedings and other nutritional and electrolyte formulas, including infant formula and donor breast milk unless they are the only source of nutrition or unless they are specifically created to treat inhorn errors of metabolism such as phenylketonuria (PKU) – infant formula available over the counter is always excluded; foods to control weight. treat obesity (including liquid diets), lower cholesterol or control diabetes; cral vitamins and minerals; meals you can order from a menu, for an additional charge, during an Inpatient Stay, and other dietary and electroly supplements, and heelth education classes unless offered by United/Healthcare or its affiliates, including but not limited to asthma, smoking cessation, and weight control classes.	
Personal Care, Comfort or Convenience Television; telephone; beauty/barber service; guest service. Supplies, equipment and similar incidental services and supplies for personal comfort. Examples include: air conditioners, air purifiers and filters, dehumidifiers; and humidifiers; batteries and battery chargers; breast pumps; car seats; chairs, bath chairs, feeding chairs, toddler chairs, chair lifts, recliners; electric scooters; exercise equipment and treadmills; home modifications accommodate a health need such as ramps, swimming pools, elevators, handrails and stair glides; hot tubs; Jacuzzis, saunas and whiripools; ergonomically correct chairs, non-Hospital beds, comfort beds, mattresse medical alert systems; motorized beds; music devices; personal computers, pillows; power-operated vehicles; radios; saunas; strollers; safety equipment; vehicle modifications such as van lifts; and video players.	to
Physical Appearance Cosmetic Procedures. See the definition in the SPD. Examples include: pharmacological regimens, nutritional procedures or treatments: Scar or tattoo removal or revision procedures (such as salabrasion, chemosurge and other such skin abrasion procedures): Skin abrasion procedures performed as a treatment for acne, treatment of thair loss, varioose vein treatment of the lower extremities, when it is considered cosmetic. Liposucti or removal of fat deposits considered undesirable, including fat accumulation under the male breast and hipple, Treatment for skin winkles or any treatment to improve the appearance of the skin: Treatment for spoten veins; Hair removal or replacement by any means. Replacement of an existing intact breast implant if the earlier breast implant was performed as a Cosmetic Procedure. Teatment of approximation appreciation as a lower of the skin: Treatment for spoten breast enlargement in males). Breast reduction except as coverage is required by the Women's Health and Cancer Right's Act of 1998 for which Benefits are described under Reconstructive Procedures in the SPD. Physical conditioning programs such as atheliet training, body-building, exercise, fitness, flexibility, health club memberships and programs, spa treatments and diversion or general motivation. Weight loss programs for whether or not they are under medical supervision. Weight loss programs for medical reasons are also excluded, even if for motid obesity. Wigs regardless of the reason for the hair loss, expect for temporary loss of	
hair resulting from treatment of a malignancy. Procedures and Treatments	
Procedure or surgery to remove fatty tissue such as panniculectomy, abdominoplasty, highplasty, brachioplasty, or mastopexy. Excision or elimination of hanging skin on any part of the body. Examples include plastic surgery procedures called abdominoplasty or abdominal panniculectomy, and brachioplasty. Medical and surgical treatment of excessive sweating (hyperhidrosis). Medical and surgical treatment for societ dysfunction that results from Injury, stroke, cancer, Congenital Anomaly, or autism spectrum disorders. Speech therapy except as required for treatment of a speech dysfunction that results from Injury, stroke, cancer, Congenital Anomaly, or autism spectrum disorders. Speech therapy to treat stuttering, stammering or other articulation disorders. Psychosurgery. Sex transformation operations. Physiological modalities and procedures that result in similar or redundant therapeutic effects when performed on the same body region during the same visit or office encounter. Biofeedback. Chiropractic treatment to the treats condition unrelated to spinal manipulation and ancillary physiologic treatment rendred to restore/improve motion, reduce pain and improve function, such as asthma or allergies. Chiropractic treatment for the therapeutic application of chiropractic manipulation treatment with or without ancillary physiologic treatment and/or rehabilitative methods rendered to restore/improve motion, reduce pain and improve functions. Under as considered to the estivation and treatment of a temporomandibular joint syndrome (TMJ), whether the services are considered to be dental in nature, including oral appliances: surface electromyography. Doppler analysis; vibration analysis; computerized mandbular joint syndrome (TMJ), whether the services are considered to the service as a treatment of obstructive sleep apnea. Non-surgical treatment of obseity even if for morbid obesity as described under Chesity Surgery in the SPD. Treatment of obstructive sleep apnea. Non-surgical treatment of obseity even if for mor	en s r
Services performed by a provider who is a family member by birth or marriage. Examples include a spouse, brother, sister, parent or child. This includes any service the provider may perform on himself or herself. Services performed by a provider with your same legal residence. Services ordered or delivered by a Christian Science practitioner. Services performed by a nullcensed provider who is operating outside the scope of his/her license. Services profession data a tree-standing or hospital-based diagnostic facility. Services performed by a provider who is an employee or representative of a free-standing or Hospital-based diagnostic facility. Services ordered by a Physician or other provider. In other provider, the service site of a free-standing or other provider the service is received. This exclusion does not apply to mammography. Foreign language and sign language interpreters.	85
Reprodution Health services and associated expenses for infertility treatments, including assisted reproductive technology, regardless of the reason for the treatment. This exclusion does not apply to services required to treat or correct underlying causes of infertility. The following infertility treatment-related services: cryo-preservation and	
other forms of preservation of reproductive materials, long-term storage of reproductive materials such as sperm, eggs, embryos, ovarian tissue, and testicular tissue, fonor services. Surrogate parenting, donor eggs, donor sperm and host uterus. Storage and retrieval of all reproductive materials. Examples include eggs, sperm, testicular tissue and ovarian tissue. The reversal of voluntary sterilization. Health services and associate expenses for elective surgical, non-surgical, or drug-induced Pregnancy termination. This exclusion does not apply to treatment of a molar Pregnancy, ectopic Pregnancy, or missed abortion (commonly known as a miscarriage). Services provided by a doula (labor aide); and parenting, prenatal or birthing classes. Artificial reproduction treatments done for genetic or eugenic.	d
Services Provided under Another Pan Health services for which other coverage is available under another plan, except for Eligible Expenses payable as described in the SPD. Examples include coverage required by workers' compensation, no-fault auto insurance, or similar legislation. If coverage under workers' compensation, no-fault automobile coverage or similar legislation is optional for you because you could elect it, or could have it elected for you. Health services for treatment of military service-related disabilities, when you are legally entitled to other coverage and facilities are reasonably available to you. Health services while on active military duty.	s
Transplants Health services for organ and tissue transplants, except as identified under Transplantation Services in the SPD. Mechanical or animal organ transplants, except services related to the implant or removal of a circulator assist device (a device that supports the heart while the patient waits for a suitable donor heart to become available); and donor costs for organ or tissue transplantation to another person (these contest may be payable through the recipient's benefit plan).	
Travel Travel or transportation expenses, even if ordered by a Physician, except as identified under Travel and Lodging in the SPD. Additional travel expenses related to Covered Health Services received from a Designated Facility or Designated Physician may be reimbursed at the Plan's discretion.	
Types of Care Multi-disciplinary pain management programs provided on an inpatient basis. Custodial care; domiciliary care. Private duty nursing. Respite care; rest cures; services of personal care attendants. Work hardening (individualized treatment programs designed to return a person to work or to prepare a person for specific work).	
Vision and Hearing Purchase cost and associated fitting charge for eye glasses and contact lenses. Implantable lenses used only to correct a refractive error (such as Intacs corneal implants). Eye exercise therapy. Surgery and other related treatment that is intended to correct nearsightedness, farsightedness, presbyopia and astigmatism including, but not limited to, procedures such as laser and other refractive eye surgery and radial keratotomy. All Other Exclusions	
	-

Page 4 of 5

UnitedHealthcare®

Addendum to the Medical Benefit Summary for Self-Funded Groups

Bethel - Choice Plus

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

ADDITIONAL CORE BENEFITS

	Network Benefits	Non-Network Benefits
Gender Dysphoria	Depending upon where the Covered Hea same as those stated under each Covere of Benefits.	
		Prior Authorization is required for certain services.
augmentation mammoplasty and chin, and nose implants. Injection remodeling for facial feminization Mastopexy. Pectoral implants for	on applies: e following: Abdominoplasty. Blepharoplasty breast implants. Body contouring, such as lip of fillers or neurotoxins. Face lift, forehead lif s. Hair removal. Hair transplantation. Lip augr chest masculinization. Rhinoplasty. Skin resu rachea shave (removal or reduction of the Ad	oplasty. Brow lift. Calf implants. Cheek, t, or neck tightening. Facial bone nentation. Lip reduction. Liposuction. rfacing. Thyroid cartilage reduction;
Sex transformation operations an	ts exclusion no longer applies when Gend d related services.	er Dysphoria applies:
Mental Health Services Partial Hospitalization/Intensive Outpatient Treatment:	100% after Deductible has been met per session for Partial Hospitalization	80% after Deductible has been met per session for Partial Hospitalization
	/Intensive Outpatient Treatment.	/Intensive Outpatient Treatment.
	/Intensive Outpatient Treatment.	
Neurobiological Disorders – Au		/Intensive Outpatient Treatment. Prior Authorization is required for certain
Partial Hospitalization/Intensive	/Intensive Outpatient Treatment. tism Spectrum Disorder Services 100% after Deductible has been met per session for Partial Hospitalization /Intensive Outpatient Treatment.	/Intensive Outpatient Treatment. Prior Authorization is required for certain
Partial Hospitalization/Intensive	tism Spectrum Disorder Services 100% after Deductible has been met per session for Partial Hospitalization	/Intensive Outpatient Treatment. Prior Authorization is required for certain services. 80% after Deductible has been met per session for Partial Hospitalization
Neurobiological Disorders – Au Partial Hospitalization/Intensive Outpatient Treatment: Substance Use Disorder Servic Partial Hospitalization/Intensive Outpatient Treatment:	tism Spectrum Disorder Services 100% after Deductible has been met per session for Partial Hospitalization /Intensive Outpatient Treatment.	/Intensive Outpatient Treatment. Prior Authorization is required for certain services. 80% after Deductible has been met per session for Partial Hospitalization /Intensive Outpatient Treatment. Prior Authorization is required for certain

/Intensive Outpatient Treatment.

/Intensive Outpatient Treatment.

Prior Authorization is required for certain services.

Non-Network Benefits are not available.

Virtual Visits

Network Benefits are available only when services are delivered through a Designated Virtual Visit Network Provider. Find a Designated Virtual Visit Network Provider Group at myuhc.com or by calling Customer Care at the telephone number on your ID card. Access to Virtual Visits and prescription services may not be available in all states or for all groups. 100% after you pay a \$15 Copayment per visit. Deductible does not apply.

This replaces the Mental Health, Neurobiological/Autism Spectrum, and Substance Use Disorders exclusion sections on the Benefit Summary:

Services performed in connection with conditions not classified in the current edition of the *Diagnostic and Statistical Manual of the American Psychiatric Association*. Outside of an initial assessment, services as treatments for a primary diagnosis of conditions and problems that may be a focus of clinical attention, but are specifically noted not to be mental disorders within the current edition of the *Diagnostic and Statistical Manual of the American Psychiatric Association*. Outside of initial assessment, services as treatments for the primary diagnoses of learning disabilities, conduct and impulse control disorders, pyromania, kleptomania, gambling disorder, and paraphilic disorder. Educational/behavioral services that are focused on primarily building skills and capabilities in communication, social interaction and learning. Tuition for or services that are school-based for children and adolescents required to be provided by, or paid for by, the school under the *Individuals with Disabilities Education Act*. Tuition for or services that are school-based for children and adolescents required to be provided by, or paid for by, the school under the *Individuals with Disabilities Education Act*. Outside of initial assessment, unspecified disorders for which the provider is not obligated to provide clinical rationale as defined in the current edition of the *Diagnostic and Statistical Manual of the American Psychiatric Association*. Methadone treatment as maintenance, L.A.A.M. (1-Alpha-Acetyl-Methadol), Cyclazocine, or their equivalents for drug addiction. [Intensive Behavioral Therapies such as Applied Behavior Analysis for Autism Spectrum Disorders.] Transitional Living services.

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

SFTGYYYYY07

United HealthCare Services, Inc. does not treat members differently because of sex, age, race, color, disability or national origin.

UnitedHealthcare Insurance Company



Medical Benefit Summary Authorization Addendum for Self-Funded Groups

Choice Plus

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

Durable Medical Equipment

Here's an overview of your CVS Caremark benefits.

Bethel PPO -1/1/2024

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

	Short-Term Medicines CVS Caremark Retail Pharmacy Network (Up to a 30-day supply)	Long-Term Medicines CVS Caremark Mail Service (up to a 90-day supply) or CVS Pharmacy locations (up to a 90-day supply)
Generic Medicines Always ask your doctor if there's a generic option available. It could save you money.	\$10 for a generic medicine	\$20 for a generic medicine
Preferred Brand-Name Medicines If a generic is not available or appropriate, ask your doctor to prescribe from your plan's preferred drug list.	25% (\$15 min / \$35 max) for a preferred brand-name medicine	17% (\$30 min / \$70 max) for a preferred brand-name medicine
Non-Preferred Brand-Name Medicines Drugs that aren't on your plan's preferred list will cost more.	\$45 for a non-preferred brand-name medicine	\$90 for a non-preferred brand-name medicine
Specialty Medications	30% coinsurance OR \$0 copay w *Specialty medications are required to Order Pharmacy or at a retail CVS/pha toll-free at 1-888-202-1654 for question	be filled through CVS Specialty Mail armacy. Please contact Customer Care
Maximum Out-of-Pocket	\$3,000 per individual / \$6,000 pe	r family
Prior Authorization	Certain medications may require pri Customer Care toll-free at 1-888-20 verification of prior authorization re	2-1654 or visit www.caremark.com for

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

7471-WKL-MCHOICE_MOOP_SP_CUSTOM60-072820

Your privacy is important to us. Our employees are trained regarding the appropriate way to handle your private health information.
© 2018 CVS Caremark. All rights reserved.
106-46657A 082718

PrudentRx Copay Program for Specialty Medications

Get Specialty Medications at No Cost to You

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

Pay \$0 with The Prudent Rx Copay Program

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

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

Getting started is easy

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

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

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

Coverage Period: 1/01/2024 - 12/31/2024

UnitedHealthcare

Bethel PPO Choice Plus 7EM Plan

Coverage for: Family | Plan Type: PS1

The Summary of Benefits and Coverage (SBC) document will help you choose a health <u>plan</u>. The SBC shows you how you and the <u>plan</u> would share the cost for covered health care services. NOTE: Information about the cost of this <u>plan</u> (called the <u>premium</u>) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call 1-866-633-2446.or visit welcometouhc.com. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at <u>www.healthcare.gov/sbc-glossary/</u> or call 1-866-487-2365 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall <u>deductible</u> ?	<u>Network</u> : \$100 Individual / \$200 Family Non- <u>Network</u> : \$250 Individual / \$500 Family Per calendar year.	Generally, you must pay all of the costs from <u>providers</u> up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the <u>plan</u> , each family member must meet their own individual <u>deductible</u> until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family <u>deductible</u> . Deductible resets January 1.
Are there services covered before you meet your <u>deductible?</u>	Yes. <u>Preventive care</u> and categories with a <u>copay</u> are covered before you meet your <u>deductible</u> .	This <u>plan</u> covers some items and services even if you haven't yet met the annual <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive services</u> without <u>cost-sharing</u> and before you meet your <u>deductible</u> . See a list of covered services at <u>www.healthcare.gov/coverage/preventive-care-benefits/</u> .
Are there other deductibles for specific services?	No.	You don't have to meet <u>deductibles</u> for specific services.
What is the <u>out-of-pocket</u> <u>limit</u> for this <u>plan</u> ?	<u>Network</u> : \$1,000 Individual / \$2,000 Family Non- <u>Network</u> : \$2,000 Individual / \$4,000 Family Per calendar year. Prescription drugs have a separate limit of \$3,000 single /\$6,000 family In-network & out- of-network combined.	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
What is not included in the out-of-pocket limit?	Premiums, balance-billing charges, health care this plan doesn't cover and penalties for failure to obtain preauthorization for services.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket</u> limit.
Will you pay less if you use a <u>network provider</u> ?	Yes. See <u>myuhc.com</u> or call 1-866-633-2446 for a list of <u>network providers</u> .	This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's</u> charge and what your <u>plan</u> pays (<u>balance billing</u>). Be aware, your <u>network provider</u> might use an out-of- <u>network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a <u>referral</u> to see a <u>specialist</u> ?	No.	You can see the specialist you choose without a referral.

		What You V	Vill Pay		
Common Medical Event	Services You May Need	es You May Need Network Provider (You will pay the least) Out-of-Network Provider (You will pay the least) (You will pay the most)		Limitations, Exceptions, & Other Important Information	
If you visit a health care <u>provider's</u> office or clinic	Primary care visit to treat an injury or illness	\$15 <u>copav</u> per visit, <u>deductible</u> does not apply.	20% <u>coinsurance</u>	Virtual visits (Telehealth) - \$15 <u>copay</u> per visit by a Designated Virtual <u>Network Provider</u> , <u>deductible</u> does not apply. No virtual coverage out-of- <u>network</u> If you receive services in addition to office visit, additional <u>copays</u> , <u>deductibles</u> or <u>coinsurance</u> may apply e.g. surgery.	
	<u>Specialist</u> visit	\$15 <u>copay</u> per visit, <u>deductible</u> does not apply.	20% coinsurance	If you receive services in addition to office visit, additional <u>copay</u> s, <u>deductibles</u> or <u>coinsurance</u> may apply e.g. surgery.	
	Preventive care/screening/ immunization	No Charge	Not Covered	You may have to pay for services that aren't preventive. Ask your <u>provider</u> if the services needed are preventive. Then check what your <u>plan</u> will pay for. No coverage out-of- network	
lf you have a test	Diagnostic test (x-ray, blood work)	No Charge	20% coinsurance	Preauthorization is required out-of-network for certain services or benefit reduces to 50% of allowed amount.	
	Imaging (CT/PET scans, MRIs)	No Charge	20% coinsurance	Preauthorization is required out-of-network or benefit reduces to 50% of allowed amount.	

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

1.0

		What You W	/ill Pay	
Common Medical Event	Services You May Need	Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	Limitations, Exceptions, & Other Important Information
f you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.caremark.com	Tier 1 – Your Lowest Cost Option	Retail: \$10 <u>copay</u> , <u>deductible</u> does not apply. Mail-Order: \$20 <u>copay</u> , <u>deductible</u> does not apply.	Not Covered	
	Tier 2 – Your Mid-Range Cost Option	Retail: 25% <u>coinsurance</u> but not less than \$15 and not more than \$35, <u>deductible</u> does not apply. Mail-Order: 17% <u>coinsurance</u> but not less than \$30 and not more than \$70, <u>deductible</u> does not apply.	Not Covered	Provider means pharmacy for purposes of this section. Retail: Up to a 30-day supply Mail-Order: Up to a 90-day supply You may need to obtain certain drugs, including certain specialty drugs, from a pharmacy designated by us. Certain drugs may have a Pre-Notification requirement or may result in a higher cost. If you use a non-network pharmacy, you are responsible for any amount over the allowed amount. You may be required to use a lower-
	Tier 3 – Your Mid-Range Cost Option	Retail: \$45 <u>copay</u> , <u>deductible</u> does not apply. Mail-Order: \$90 <u>copay</u> , <u>deductible</u> does not apply.	Not Covered	cost drug(s) prior to benefits under your policy being available for certain prescribed drugs. Tier 1 contraceptives covered at No Charge. See website listed for information on drugs charged by your plan. Not all drugs are covered.
	Tier 4 – Your Highest Cost Option	Retail: 30% coinsurance, <u>deductible</u> does not apply, OR \$0 with Prudent RX Mail-Order: Not Covered	Not Covered	

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

3 of 5

	What You Will Pay				
Common Medical Event	Services You May Need	Out-of-Network Network Provider (You will pay the least) (You will pay the least) (You will pay the most)		Limitations, Exceptions, & Other Important Information	
If you have	Facility fee (e.g., ambulatory surgery center)	No Charge	20% coinsurance	Preauthorization is required out-of-network for certain services or benefit reduces to 50% of allowed amount.	
outpatient surgery	Physician/surgeon fees	No Charge	20% coinsurance	None	
lf you need	Emergency room care	\$75 <u>copay</u> per visit, <u>deductible</u> does not apply.	\$75 <u>copay</u> per visit, <u>deductible</u> does not apply.	None	
immediate medical attention	Emergency medical transportation	No Charge	No Charge	None	
attention	Urgent care	\$35 <u>copay</u> per visit, <u>deductible</u> does not apply.	20% coinsurance	If you receive services in addition to <u>Urgent care</u> visit, additional <u>copays</u> , <u>deductibles</u> , or <u>coinsurance</u> may apply e.g. surgery.	
lf you have a hospital stay	Facility fee (e.g., hospital room)	\$250 <u>copay</u> per admission, <u>deductible</u> does not apply.	20% coinsurance	Preauthorization is required out-of-network or benefit reduces to 50% of allowed amount.	
Silly	Physician/surgeon fees	No Charge	20% coinsurance	None	
lf you need mental health, behavioral	Outpatient services	\$15 <u>copay</u> per visit, <u>deductible</u> does not apply.	20% <u>coinsurance</u>	<u>Network</u> Partial hospitalization/intensive outpatient treatment: 0% <u>coinsurance</u> <u>Preauthorization</u> is required out-of- <u>network</u> for certain services or benefit reduces to 50% of <u>allowed amount</u> .	
health, or substance abuse services	Inpatient services	\$250 <u>copay</u> per admission, <u>deductible</u> does not apply.	20% coinsurance	Preauthorization is required out-of-network or benefit reduces to 50% of allowed amount.	
	Office visits	No Charge	20% coinsurance	Cost sharing does not apply for preventive services.	
lf you are pregnant	Childbirth/delivery professional services	No Charge	20% coinsurance	Depending on the type of service a <u>copayment</u> , <u>coinsurance</u> or <u>deductible</u> may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound.)	
	Childbirth/delivery facility services	\$250 <u>copay</u> per admission, <u>deductible</u> does not apply.	20% coinsurance	Inpatient preauthorization applies out-of- <u>network</u> if stay exceeds 48 hours (C-Section: 96 hours) or benefit reduces to 50% of <u>allowed amount</u> .	
	Home health care	No Charge	20% coinsurance	Limited to 60 visits per calendar year.	

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

the second s		What You V	Vill Pay	Limitations, Exceptions, & Other Important Information	
Common Medical Event	Services You May Need	Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)		
	C	1		Preauthorization is required out-of-network or benefit reduces to 50% of allowed amount.	
If you need help recovering or have other special health needs	Rehabilitation services	\$15 <u>copav</u> per visit, <u>deductible</u> does not apply.	20% coinsurance	Any combination of outpatient rehabilitation services is limited to 50 visits per calendar year. <u>Preauthorization</u> required out-of- <u>network</u> for certain services or benefit reduces to 50% of <u>allowed amount</u> .	
	Habilitative services	\$15 <u>copav</u> per visit, <u>deductible</u> does not apply.	20% coinsurance	Services are provided under and limits are combined with <u>Rehabilitation Services</u> above. <u>Preauthorization</u> required out-of- <u>network</u> for certain services or benefit reduces to 50% of <u>allowed amount</u> .	
	Skilled nursing care	No Charge	20% coinsurance	Skilled Nursing is limited to 120 days per calendar year. Inpatient rehabilitation limited to 300 days. <u>Preauthorization</u> is required out-of- <u>network</u> or benefit reduces to 50% of <u>allowed amount</u> .	
	Durable medical equipment	20% coinsurance	50% coinsurance	Covers 1 per type of DME (including repair/replacement) every 3 years. <u>Preauthorization</u> is required out-of- <u>network</u> for DME over \$1,000 or benefit reduces to 50% of <u>allowed amount</u> .	
	Hospice services	No Charge	20% coinsurance	Preauthorization is required out-of-network before admission for an Inpatient Stay in a hospice facility or benefit reduces to 50% of allowed amount.	
	Children's eye exam	\$15 <u>copay</u> per visit, <u>deductible</u> does not apply.	Not Covered	Limited to 1 exam every year. No coverage out-of- <u>network</u> .	
If your child needs dental or eye care	Children's glasses	Not Covered	Not Covered	No coverage for Children's glasses.	
	Children's dental check-up	Not Covered	Not Covered	No coverage for Children's Dental check-up.	

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

5 of 5

Excluded Services & Other Covered Services:

 Acupuncture Bariatric surgery Cosmetic surgery Dental care Glasses 	 Infertility treatment Long-term care Non-emergency care when travelling outside - the U.S. 	•	Private duty nursing Routine foot care – Except as covered for Diabetes Weight loss programs
Other Covered Services (Limitations may apply to these	e services. This isn't a complete list. Please see y	our pl	an document.)
 Chiropractic (Manipulative care) – 50 visits per calendar year combined with Rehabilitation services 	Hearing aids - \$2,500 per calendar year	•	Routine eye care (adult) - 1 exam per year

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or <u>www.dol.gov/ebsa</u>, or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or <u>www.cciio.cms.gov</u>. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your <u>plan</u> for a denial of a <u>claim</u>. This complaint is called a <u>grievance</u> or <u>appeal</u>. For more information about your rights, look at the explanation of benefits you will receive for that medical <u>claim</u>. Your <u>plan</u> documents also provide complete information to submit a <u>claim</u>, <u>appeal</u>, or a <u>grievance</u> for any reason to your <u>plan</u>. For more information about your rights, this notice, or assistance, contact: the Member Service number listed on the back of your ID card or <u>myuhc.com</u>.

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

Does this plan provide Minimum Essential Coverage? Yes

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

Does this plan meet the Minimum Value Standards? Yes

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

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

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

About these Coverage Examples:



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

Peg is Having a Baby (9 months of in- <u>network</u> pre-natal care and a hospital delivery)		Managing Joe's type 2 Dia (a year of routine in- <u>network</u> care controlled condition)		Mia's Simple Fracture (in- <u>network</u> emergency room visit and follow up care)		
 The <u>plan's</u> overall <u>deductible</u> <u>Specialist</u> <u>copay</u> Hospital (facility) <u>copay</u> Other coinsurance 	\$100 \$15 \$250 0%	 The <u>plan's</u> overall <u>deductible</u> <u>Specialist</u> <u>copay</u> Hospital (facility) <u>copay</u> Other <u>coinsurance</u> 	\$100 \$15 \$250 0%	 The <u>plan's</u> overall <u>deductible</u> <u>Specialist</u> <u>copay</u> Hospital (facility) <u>copay</u> Other coinsurance 	\$100 \$15 \$250 0%	
This EXAMPLE event includes served Specialist office visits (prenatal care) Childbirth/Delivery Professional Servic Childbirth/Delivery Facility Services Diagnostic tests (ultrasounds and block Specialist visit (anesthesia)	ces	This EXAMPLE event includes servic Primary care physician office visits (incl education) Diagnostic tests (blood work) Prescription drugs Durable medical equipment (glucose m	luding disease	This EXAMPLE event includes servi Emergency room care (including media Diagnostic test (x-ray) Durable medical equipment (crutches) Rehabilitation services (physical therap	cal supplies)	
Total Example Cost	\$12,800	Total Example Cost	\$7,400	Total Example Cost	\$1,900	
In this example, Peg would pay:		In this example, Joe would pay:		In this example, Mia would pay:		
Cost Sharing		Cost Sharing		Cost Sharing		
Deductibles	\$0	Deductibles	\$100	Deductibles	\$29	
Copayments	\$320	Copayments	\$935	Copayments	\$135	
		-				

\$346 \$7 Coinsurance \$0 Coinsurance Coinsurance What isn't covered What isn't covered What isn't covered Limits or exclusions \$160 Limits or exclusions \$55 Limits or exclusions \$0 The total Peg would pay is The total Joe would pay is \$1,436 \$380 The total Mia would pay is \$172

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

A Look at your VSP Vision Coverage

With VSP and BETHEL LOCAL SCHOOLS, your health comes first.

As a member, you'll get access to savings and personalized vision care from a VSP® network doctor for you and your family.

Value and savings you love.

Save on eyewear and eye care when you see a VSP network doctor. Plus, take advantage of Exclusive Member Extras which provide offers from VSP and leading industry brands totaling over \$3,000 in savings.

Provider choices you want.

PREMIER With thousands of choices, getting the most out of your benefits is easy at a edge VSP Premier Edge[™] location.

Shop online and connect your benefits.

Eyeconic[®] is the preferred VSP online

retailer where you can shop in-network eyeconic with your vision benefits. See your savings in real time when you shop over 70 brands of contacts, eyeglasses, and

sunglasses. Quality vision care you need.

You'll get great care from a VSP network doctor, including a WellVision Exam®. An annual eye exam not only helps you see well, but helps a doctor detect signs of eye conditions and health conditions, like diabetes and high blood pressure.

PROVIDER NETWORK:

VSP Signature

EFFECTIVE DATE:

01/01/2024

Create an account today.

Contact us at:

800.877.7195 or vsp.com

+Coverage with a retail chain may be different or not apply.

+coverage with a retail chain may be different or not apply. VSP guarantees member statistication from VSP providers only. Coverage information is subject to change in the event of a conflict between this information and your organization's contract with VSP, the terms of the contract will prevail. Based on applicable laws, benefits may vary by location. In the state of Washington, VSP Vision Care, Inc., is the legal name of the corporation through which VSP does busiess. Truitearing is not available directly from VSP in the states of California and Washington.

To learn about your privacy rights and how your protected health information may be used, see the VSP Notice of Privacy Practices on vsp.com.

©2023 Vision Service Plan. All rights reserved. VSP, Eyeconic, and Well/Vision Exam are registered trademarks, and VSP LightCare and VSP Premier Edge are trademarks of Vision Service Plan. Flexon and Dragon are registered tradema of Marchon Eyewear. Inc. All other brands or marks are the property of their respective own 102898 VCCM.

Classification	Restricted	

BENEFIT	DESCRIPTION	COPAY		
	YOUR COVERAGE WITH A VSP PROV	IDER		
WELLVISION EXAM	 Focuses on your eyes and overall wellness Every calendar year 	\$10		
ESSENTIAL MEDICAL EYE CARE	 Retinal screening for members with diabetes Additional exams and services beyond routine care to treat immediate issues from pink eye to sudden changes in vision or to monitor ongoing conditions such as dry eye, diabetic eye disease, glaucoma, and more. Coordination with your medical coverage may apply. Ask your VSP doctor for details. Available as needed 	\$0 per screening \$20 per exam		
PRESCRIPTION	GLASSES	\$25		
FRAME	 \$170 featured frame brands allowance \$150 frame allowance 20% savings on the amount over your allowance \$150 Walmart*/Sam's Club*/Costco* frame allowance Every other calendar year 	Included in Prescription Glasses		
LENSES	 Single vision, lined bifocal, and lined trifocal lenses Every calendar year 	Included in Prescription Glasses		
LENS ENHANCEMENTS	 Standard progressive lenses Impact-resistant lenses Premium progressive lenses Custom progressive lenses Average savings of 40% on other lens enhancements Every calendar year 	\$0 \$0 \$80 - \$90 \$120 - \$160		
CONTACTS (INSTEAD OF GLASSES)	 \$150 allowance for contacts; copay does not apply Contact lens exam (fitting and evaluation) Every calendar year 	Up to \$60		
	Routine Retinal Screening • No more than a \$39 copay on routi as an enhancement to a WellVision			
EXTRA SAVINGS	 Laser Vision Correction Average 15% off the regular price or promotional price; discounts only a contracted facilities After surgery, use your frame allows sunglasses from any VSP doctor 	r 5% off the vailable from		

YOUR COVERAGE GOES FURTHER IN-NETWORK

With so many in-network choices, VSP makes it easy to get the most out of your benefits. You'll have access to preferred private practice, retail, and online in-network choices. Log in to vsp.com to find an in-network provider.

Bethel 2024-2027

vsp. vision care

A DELTA DENTAL

Delta Dental PPO™ (Point-of-Service) Summary of Dental Plan Benefits For Group# 5630-1220, 1229 Bethel Local Schools

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

Control Plan - Delta Dental of Ohio

Benefit Year - January 1 through December 31

Covered Services -

	Deita Dental PPO™ Dentist	Delta Dental Premier ^e Dentist	Nonparticipating Dentist
	Plan Pays	Plan Pays	Plan Pays*
Diagnosti	c & Preventive		
Diagnostic and Preventive Services – exams, cleanings, fluoride, and space maintainers	100%	100%	100%
Emergency Pallative Treatment – to temporarily relieve pain	100%	100%	100%
Sealants - to prevent decay of permanent teeth	100%	100%	100%
Brush Biopsy - to detect oral cancer	100%	100%	100%
Radiographs - X-rays	100%	100%	100%
Basic	Services		
Minor Restorative Services - fillings and crown repair	100%	100%	80%
Endodontic Services - root canals	100%	100%	80%
Periodontic Services - to treat gum disease	100%	100%	80%
Oral Surgery Services - extractions and dental surgery	100%	100%	80%
Other Basic Services - misc. services	100%	100%	80%
Relines and Repairs - to prosthetic appliances	100%	100%	80%
Majo	r Services		
Major Restorative Services - crowns	60%	60%	50%
Prosthodontic Services - bridges, implants, dentures, and crowns over implants	60%	60%	50%
Orthodo	ntic Services		
Orthodontic Services - braces	50%	50%	50%
Orthodontic Age Limit -	through age 18 and under	through age 18 and under	through age 18 and under

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

> Oral exams (including evaluations by a specialist) are payable twice per calendar year.

Prophylaxes (cleanings) are payable twice per calendar year.

- People with specific at-risk health conditions may be eligible for additional prophylaxes (cleanings) or fluoride treatment. The patient should talk with his or her dentist about treatment.
- Fluoride treatments are payable twice per calendar year for people age 18 and under.
- Bitewing X-rays are payable once per calendar year and full mouth X-rays (which include bitewing X-rays) or a panorex are payable once in any five-year period.

Sealants are payable once per tooth per lifetime for first permanent molars for people age eight and under and second permanent molars for people age 13 and under. The surface must be free from decay and restorations.

> Composite resin (white) restorations are payable on posterior teeth.

> Porcelain and resin facings on crowns are optional treatment on posterior teeth.

Implants are payable once per tooth in any five-year period. Implant related services are Covered Services.

KR#13431715

- Crowns over implants are payable once per tooth in any five-year period. Services related to crowns over implants are Covered Services.
- People with special health care needs may be eligible for additional services including exams, hygiene visits, and dental case management. Special health care needs include any physical, developmental, mental, sensory, behavioral, cognitive, or emotional impairment or limiting condition that requires medical management, healthcare intervention, and/or use of specialized services or programs. The condition may be congenital, developmental, or acquired through disease, trauma, or environmental cause and may impose limitations in performing daily self-maintenance activities or substantial limitations in major life activity.

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

Maximum Payment - \$1,500 per Member total per Benefit Year on all services except orthodontic services. \$1,500 per Member total per lifetime on orthodontic services.

Payment for Orthodontic Service – When orthodontic treatment begins, your Dentist will submit a payment plan to Delta Dental based upon your projected course of treatment. In accordance with the agreed upon payment plan, Delta Dental will make an initial payment to you or your Participating Dentist equal to Delta Dental's stated Copayment on 30% of the Maximum Payment for Orthodontic Services as set forth in this Summary of Dental Plan Benefits. Delta Dental will make additional payments as follows: Delta Dental will pay 50% of the per monthly fee charged by your Dentist based upon the agreed upon payment plan provided by Delta Dental to your Dentist.

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

Waiting Period - Enrollees who are eligible for Benefits are covered on the date of hire.

Eligible People - All regularly scheduled to work employees of the Contractor subject to the board contract who choose the dental plan (1220) and COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985) enrollees (1229).

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

Enrollees and dependents choosing this plan are required to remain enrolled for a minimum of 12 months. Should an Enrollee or Dependent choose to drop coverage after that time, he or she may not re-enroll prior to the date on which 12 months have elapsed. Dependents may only enroll if the Enrollee is enrolled (except under COBRA) and must be enrolled in the same plan as the Enrollee. An election may be revoked or changed at any time if the change is the result of a qualifying event as defined under Internal Revenue Code Section 125.

Coordination of Benefits - If you and your Spouse are both eligible to enroll in This Plan as Enrollees, you may be enrolled together on one application or separately on individual applications, but not both. Your Dependent Children may be enrolled on one application. Delta Dental will not coordinate Benefits between your coverage and your Spouse's coverage if you and your Spouse are both covered as Enrollees under This Plan.

Benefits will cease on the last day of the month in which your employment is terminated.

Customer Service Toll-Free Number: 800-524-0149 (TTY users call 711) https://www.DeltaDentalOH.com Contract Start Date: October 1, 2022 Document Creation Date: August 24, 2022

KR#13431715

APPENDIX C - FORMS FORMAL GRIEVANCE PRESENTATION

STEP ONE

(Section 2.5 A and B)

(A copy of the grievance form will be submitted to the Association, Superintendent, and Principal by the aggrieved who will retain one copy).

Date of Alleged Grievance

Date of Step One Presentation

Date of Formal Presentation _____

Aggrieved _____

Assignment _____

Principal _____

DATE AND NATURE OF ALLEGED GRIEVANCE:

GRIEVANCE RELATES TO MASTER CONTRACT:

RELIEF SOUGHT:

Signature of Grievant

GRIEVANCE FORM H DECISION OF PRINCIPAL

STEP TWO

(Section 2.5 C)

(Form to be completed by the principal who shall retain one copy and deliver one copy to the aggrieved, the Association and the Superintendent within five (5) work days of the formal grievance hearing).

DATE OF ALLEGED GRIEVANCE _____

AGGRIEVED _____

ASSIGNMENT

DATE OF STEP ONE DISCUSSION _____

DATE OF HEARING

DECISION OF PRINCIPAL AND REASONS THEREFORE:

DATE OF DECISION _____

Signature of Principal

Aggrieved's Response: (To be completed by aggrieved with one copy returned to Principal, Association, and Superintendent within five (5) work days of the decision date).

_____I accept the decision issued above.

_____ I hereby appeal the decision to Level Three.

Date of Response

Signature of Approved

GRIEVANCE FORM I DECISION OF SUPERINTENDENT

STEP THREE

(To be completed by the Superintendent who will retain one copy and deliver one copy to the aggrieved, Principal, and Association within five (5) work days of the formal hearing).

Date of Receipt of Grievance

Aggrieved _____

Date of Formal Grievance Hearing _____

Assignment _____

DECISION OF SUPERINTENDENT AND REASONS THEREFORE:

Signature of Superintendent

Date

Aggrieved's Response: (To be completed by the aggrieved with one copy to the aggrieved, Principal, and Association within five (5) work days of the decision date.)

_____ I accept the decision of the Superintendent.

_____ I hereby request the grievance be submitted to arbitration.

_____ The Association hereby submits the grievance to arbitration.

Signature of Aggrieved

Date

CERTIFIED UNIT MEMBER'S REQUEST FOR PERSONAL LEAVE and APPROVAL NOTICE TO CLERK

Negotiated Agreement – Personal Leave – Article VII – Section 8.3

A. DAYS OF PERSONAL LEAVE

1.

- The Board shall grant to each certified/licensed Unit Member a maximum of three (3) leave days per year. Personal leave days shall not accrue or be carried over to the following year.
- 2. Personal leave shall not be charged against the Unit Member's sick leave.
- B. USE OF PERSONAL LEAVE
 - 1. Leave may be granted for business transactions which cannot be scheduled or conducted during the normal workday, family affairs, observance of religious holidays, professional related reasons, or for emergency reasons necessary for an Unit Member to care for sudden conditions which call for immediate attention.
 - 2. Except in unusual situations, as determined by the Superintendent, leave shall not be granted for the purpose of extending a holiday or during the first or last week of a school year.
 - 3. Personal leave shall not be taken in less then one-half (1/2) day segments.
- C. REQUEST FOR PERSONAL LEAVE
 - 1. Leave days shall be requested by the Unit Member on an application form. (See Appendix C) Applications shall be made at least one (1) day prior to the request for leave, except for emergency reasons, in which case the Unit Member may request the leave at the time of the emergency or upon request for a substitute. In the case of emergency leave, upon returning to the regular working position, the Unit Member shall complete a formal leave request form.

D. APPROVAL OR DENIAL

1. The right for approval or denial of leave lies with the Unit Member's immediate supervisor. In case of denial by the immediate supervisor, the reason shall be provided, in writing, to the teacher upon request. The Unit Member may appeal the decision to the Superintendent's office.

INSTRUCTIONS: UNIT MEMBER TO COMPLETE REQUEST AND SUBMIT TO SUPERVISOR. IF APPROVED, SUPERVISOR TO NOTIFY UNIT MEMBER, SIGN AND FORWARD REQUEST TO TREASURER'S OFFICE.

I hereby request approval for day(s) personal leave on

(date)

and certify that such leave is being used in conformance with the express terms of this agreement.

Signature of Unit Member

Signature of Administrator

REQUEST FORM FOR ATTENDANCE AT PROFESSIONAL MEETINGS

- 1. This form must be submitted to your principal three (3) weeks prior to suggested meeting or visitation date(s)
- 2. An in-service report form is to be filed with your principal following your return.

	Name:						
	Unit Member	Assignment:					
	Meeting:						
	Title or Name of Site to be Visited:						
	Location:						
	Date(s):						
	Reason for Re	equest:					
		· · · · · · · · · · · · · · · · · · ·			· · · · · · · · · · · · · · · · · · ·		
	Estimated Co	ete:			· · · · · · · · · · · · · · · · · · ·		
	Registration:	313.	ls a S	Substitut	te Required?		
	•				·		
	Meals:		Y	es _	No		
	Lodging:		lf "ye	s" for ho	ow many days?		
	Travel:						
	Estimated Tot	tal:					
The fe			o duoini otroti o n				
The IC	01	will be completed by					
		I recommend permissi					
		I do not recommend p	ermission be grar	nted			
		·	0				
	-			_			
		(Principal's Sig	nature)		(Date)		
	I	Approve	l do no	ot appro	ve		
	-	(O ,, a mint a l	**- O:		(D - t -)		
		(Superintenden	t s Signature)		(Date)		

APPLICATION FOR SICK LEAVE

UNIT MEMBER'S NAME	DATE SUBMITTED
JOB ASSIGNMENT	_APPROVED DISAPPROVED DATE BY
The undersigned is hereby making application for the use of Code 3319.141 and indicates the use of such sick leave is ju	
1. REASON FOR USE OF LEAVE: A. Personal Illness C. Exp B. Personal Injury D. Illness	
2. If A, B or C is checked above, was medical attention	required? YES NO
3. If "yes", please state the name and address of the ph NAME:	
4. If D is checked above, please give the name, address immediate family. NAME:ADDRESS:	
5. I hereby request day(s) of sick leave beginni	Date Year
ending	, AM, PM, Date Year
	(Signature of Unit Member)
If disapproved, state reason:	

SICK LEAVE DONATION FORM

Dear BEA Members,

In accordance with the sick leave bank negotiated agreement in our master contract, you have the opportunity to donate one, two or three of your sick days to the bank.

Please refer to your contract, Article 8, Section 8.2 for additional details.

Please return this form to _____

By September _____, _____,

Thank you!

I wish to donate _____day(s) to the BEA Sick Leave Bank for the school year

Signature

Date

TUITION REIMBURSEMENT FORM		
Name		Date
University		Term
		Semester Hours
COURSE TITLE		
DESCRIPTION:		
		Tuition Cost \$ Semester Hours
DESCRIPTION:		
APPROVED	DISAPPROVED	Tuition Cost \$
An official transcript is due Reimbursement will be paid	n September 1 – August 31. by October 15 following reimbur I by the first pay in December. I on the number of semester hou	-

EVAULATION

PLEASE SEE DISTRICTS TEACHER EVALUATION PROGRAM BOOKLET

WCHLibrary 1242.579237 155748v7