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STATE EMPLOYMENT  
RELATIONS BOARD

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**NEGOTIATED AGREEMENT**

**ENTERED INTO BETWEEN**

**THE BETHEL LOCAL SCHOOL DISTRICT**

**BOARD OF EDUCATION**

**And**

**THE BETHEL EDUCATION ASSOCIATION**

**Miami County**

**August 1, 2011 – July 31, 2014**

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**NEGOTIATED AGREEMENT  
ENTERED INTO BETWEEN  
THE BETHEL LOCAL SCHOOL DISTRICT BOARD OF EDUCATION  
AND  
THE BETHEL EDUCATION ASSOCIATION  
August 1, 2011 – July 31, 2014**

**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.

## **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 employees. Full-time employees shall be those who work 7.25 hours or more per day and are contracted to work a minimum of 120 days or more in a work year. Part-time employees shall be those who work 3.625 hours or less per day or who work less than the minimal 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. **Submission of Issues.** 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.
- B. The BOARD negotiations team shall consist of no more than four (4) persons to be appointed by the BOARD.
- C. A spokesman shall be designated by each team as the primary speaker for the team.
- D. Any member of either negotiations team may call a caucus at any time. Each caucus will be no longer than 30 minutes.
- 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.

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 employees, in which case it shall be deemed terminated by operation of law. Thereafter, this dispute settlement procedure may be terminated on 180 calendar days notice, except that no notice may be given during the 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:
  - 1. 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 employees 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 printed by the BOARD and distributed by the ASSOCIATION to each teacher as soon after ratification and adoption as possible. The BOARD and ASSOCIATION will equally share the cost of such printing. Fifteen (15) additional copies will be provided the ASSOCIATION. After the initial distribution, the ASSOCIATION shall be responsible for distribution of the agreement to all newly hired bargaining unit members.

**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 employees can be assured of a prompt, impartial and fair hearing on their grievances. Such procedures shall be available to all employees and no reprisal shall be taken against any employee initiating or participating in the grievance procedure.

**Section 2.02 GRIEVANCE DEFINED**

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 employee, the building principal, and the ASSOCIATION within ten (10) work days. **(See Appendix C)**

Section 2.07

STEP FOUR

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

The grievant has the right to ASSOCIATION representation at all meetings and 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 described below:

- A. The determination of qualifications and standards for teachers,
- B. The hiring, promotion, assignment, and direction of teachers,
- C. The suspension, discharge, release or other disciplinary action against teachers, and:
- D. The determination of methods, means, and personnel by which the employer's operations are to be conducted.

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.

### Section 3.02 PAYROLL DEDUCTION

- A. The BOARD shall deduct from each employees' salaries the unified ASSOCIATION dues, assessments, fees, and political contributions.
- B. Dues of certified/licensed staff members for professional association 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 employee 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 employees. It is understood that such authorization may be revoked by said employee 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 four (4) days leave per year shall be granted for ASSOCIATION activities. Such leave shall be used in full day increments, with advanced notification to Superintendent.
- B. Duly authorized representatives of the Association and its affiliates may transact ASSOCIATION business on the BOARD'S property before or after the regular work day, provided that such business shall not interfere with the assigned duties of an employee.
- C. The ASSOCIATION may use BOARD provided equipment including phone systems and computer systems, typewriters, duplicating equipment, calculators and all types of audio-visual equipment, provided such equipment is not otherwise in use. If there is any cost for materials, it will be charged back to the ASSOCIATION.
- D. The ASSOCIATION may use BOARD facilities for ASSOCIATION meetings at any time prior to or after the workday.
- E. 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.
- F. The President of the ASSOCIATION and/or the OEA Labor Relations Consultant (LRC) may visit schools. 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. 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 teachers' workrooms for posting official notices (and other official material relating to ASSOCIATION activities).

Section 3.06

COMMUNICATION WITH EMPLOYEES

- A. The ASSOCIATION representatives shall make a presentation about the ASSOCIATION during any new employee 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 teachers. 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.

## A. Notification of the Amount of Agency Fee

1. Notice of the amount of the annual fair share fee, shall be transmitted by the ASSOCIATION to the Treasurer of the BOARD on or about September 15 of each year during the term of this Contract for the purpose of determining amounts to be payroll-deducted, and the BOARD agrees to transmit all amounts deducted to the ASSOCIATION, monthly.

## B. Payroll Deduction of Fair Share Fee

1. The BOARD shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the ASSOCIATION, a fair share fee for the ASSOCIATION'S representation of such non-members during the term of this contract.
2. Payroll deduction of such annual fair share fees shall commence on the first pay date which occurs on or after January 15th annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of:
  - a. sixty (60) days employment in a bargaining unit position, or;
  - b. January 15th

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

## D. Upon Termination of Membership During the Membership Year

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

## E. Procedure for Rebate

1. Upon timely demand, non-members may apply to the ASSOCIATION for a rebate pursuant to the internal procedure adopted by the ASSOCIATION.

2. The ASSOCIATION represented to the BOARD that an internal rebate procedure has been established in accordance with Section 4417.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to a member of the bargaining unit who does not join the ASSOCIATION and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.
3. It is specifically understood that the ASSOCIATION agrees to indemnify and save the BOARD harmless against any judgments, costs, expenses, or other liability the BOARD might incur as a result of the implementation and enforcement of this provision provided that:
  - a. The action brought against the BOARD must be a direct consequence of the BOARD'S good faith compliance with this agency fee provision.
  - b. The BOARD notifies the ASSOCIATION in writing and within fifteen (15) days of any claim made or action filed against the BOARD.
  - c. The BOARD agrees to permit the ASSOCIATION or its affiliated organization to intervene as a party if it so desires and/or not to oppose the ASSOCIATION or organizations with which it is affiliated; application to file briefs amicus curiae in the action.

#### ARTICLE 4 - TEACHER CONTRACTS

##### Section 4.01      TEACHER CONTRACTS

All teachers employed by the BOARD shall be issued written contracts in accordance with the Ohio Revised Code. BOARD contracts shall include the following information:

- A. Name of teacher,
- B. Name of school district and the BOARD,
- C. Type of contract, limited or continuing. If limited, the number of years the contract is to be in effect,
- D. Annual compensation to be paid for the first year of the contract,
- E. Basis of determining compensation (e.g. classroom teacher - BA degree - 5 years experience), as referenced in the Negotiated Salary Schedule.
- F. If no change of teaching assignment has been made when contracts are issued, teachers 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 teacher will be given prompt notice of such change, and

- G. Provision for signature and date of signature of the teacher 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/teacher conferences, and bookkeeping and reports.
- B. Teachers in their first year of employment shall have 185 total work days.
- C. Teachers with one (1) or more years experience in the Bethel Schools shall have 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            TEACHER WORK DAY

- A. The starting and dismissal times for students may vary from building to building provided, however, the length of the teacher's work day does not exceed seven (7) hours and fifteen (15) minutes exclusive of the teachers 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 teachers may be changed so long as such change does not increase the number of hours during which the teachers are required to be present.
- C. Whenever possible, faculty meetings shall be in the confines of the teacher'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, teachers shall make every reasonable effort to attend.
- D. It is agreed that teachers shall be given compensatory time off if required to conduct district wide parent-teacher conferences outside of the normally scheduled hours of work. This compensatory time cannot be requested to replace regularly scheduled parent-teacher conferences.
- E. Teachers at the secondary level shall be provided with at least one (1) preparation period per day equal in length to one (1) regular class period within the regular student day. Teachers 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. Teachers who teach less than full time shall have their preparation time pro-rated.
- G. Each teacher shall have at least one half (1/2) hour uninterrupted duty-free lunch period daily.
- H. A teacher work day shall be scheduled on a day in January. The Teacher 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 Teacher Workday, teachers 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 30 minute duty free lunch to participate in individual or group lunch breaks on campus or off campus.

#### 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 teacher(s).

#### Section 4.06 CLASS SIZE

- A. Because the early school years are crucial ones for developing learning behavior and inasmuch as the pupil-teacher ratio is directly related to the volume of a professional staff member's work, every effort will be made to achieve a goal of twenty-five (25) pupils as a maximum for grades K-6.
- B. In grades 7-12, inasmuch as the pupil-teacher ratio is directly related to the volume of a member's work, every effort will be made to achieve a goal of twenty-five (25) pupils per class as a maximum.
- C. The class size in special subjects in high schools such as laboratory and industrial arts courses will be determined by the building principal after consultation with the lead counselor, and the instructor.

- D. Special teachers (SLD, ED, CD, MD etc.) and guidance counselors shall not be included in the calculation of student teacher ratio for determining class size, either individually or district-wide.

Section 4.07 INCLUSION/SPECIAL EDUCATION

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

Section 4.08 ARRANGEMENTS

Arrangements for Open House to be held during the month of 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 teachers is an important facet of teaching and shall be encouraged at all levels, the normal discharge of a teacher's daily responsibilities must be protected. The teacher and the administrator will select a conference or observation time that is mutually agreeable to parents and teacher. If a mutually agreeable time cannot be found, the administrator will offer at least two (2) conference or observation times. The teacher 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 employees 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 teacher 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 teacher becomes eligible. The teacher must have on file by March 1 of the school year of tenure eligibility either:

1. 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 teacher must have taught for at least three of the last five years in the Bethel Local School District. If the teacher attained continuing contract status in another school district, the teacher must have served at least two years in the Bethel Local School District and be re-employed 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 teacher may withdraw an application for continuing contract on before January 1 without penalty.

- B. Extended Limited Contracts The Superintendent may recommend reemployment of the teacher, 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 teacher written reasons directed at the professional improvement of the teacher on or before the thirtieth (30<sup>th</sup>) day of April. Upon subsequent reemployment of the teacher 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.

## 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 employee's leaving employment as a result of a termination, resignation, retirement or death.
  2. An employee's non-renewal.
  3. An employee's transfer to another bargaining unit position.
  4. An employee's assuming a non-bargaining unit position.
  5. An employee's leave of absence for more than sixty (60) working days and it is not specifically provided for in the Contract that the employee retains the right to return to the same position.
  6. The creation of a new bargaining unit position.
- B. A transfer shall be defined as a change in assignment by an employee from one bargaining unit position to another.
- C. An involuntary transfer shall be defined as a SUPERINTENDENT initiated reassignment of an employee.

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 summer break, or the official notification of an employee'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 employee 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. Employees wishing notification of posting during the summer break must fill out a form in the superintendent's office before they leave on break. Employees must provide address and phone number(s) where they can be contacted. Position will not be held open for an employee on extended vacation.
- E. Nothing in this agreement shall require the BOARD to fill any vacancy.

Section 5.03 VOLUNTARY TRANSFER

- A. An employee under contract or recommended for renewal in April will be given preference for a voluntary transfer, provided the employee 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 employee provides written notice to the Superintendent of his/her interest in the position.
- B. All employees who apply and who are qualified for a new or vacant position will be considered for such positions. Employees 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 employee, the Superintendent or designee will provide the reason(s) for the denial in writing.

Section 5.04 INVOLUNTARY TRANSFER PROCEDURE

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

Section 5.05 FILLING OF A VACANCY

No vacant position shall be filled using any other method than that stated in this Contract.

**ARTICLE 6 - SENIORITY**

Section 6.01 SENIORITY DEFINED

The "BOARD" shall establish seniority lists for Teachers 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 to BEA or any employee 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 non-supplemental teaching bargaining unit position.
- B. Seniority shall accrue for all time an employee 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 employee 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 or more of a regular teaching day during the contract year.

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 employees have the same amount of seniority credit determined by the seniority list.

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

- A. The employee with the first day worked in a non-supplemental teaching bargaining unit position; then
- B. The employee with the earliest date of employment (date of hire) by the BOARD;
- C. By lottery, with the most senior employee 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, employees employed under continuing contract shall have greater seniority than employees employed under limited contract.

## Section 6.04 REDUCTION IN FORCE

- A. When it becomes necessary to reduce the number of teacher 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 except for reductions made necessary by the return of an employee 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. Secondly, if additional reductions are necessary, limited contract employees in the certification/licensure area(s) affected by the reduction will be reduced by suspending contracts in reverse order of seniority (i.e. the least senior employee is reduced first).
- 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.
- F. If additional reductions are necessary, continuing contract employees 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 employee is reduced first).
- G. The Superintendent shall give written notice of the intent to recommend suspension of contracts to the affected employees. This notification shall be given no less than eight (8) calendar days prior to BOARD meeting at which the action to reduce staff will be taken.

Section 6.05

RECALL

Teachers whose contracts have been suspended as a result of a reduction in force shall have the following rights:

1. The teacher shall remain on the recall list for two (2) years.
2. The BOARD shall make no new appointments while there are properly certificated/licensed employees with suspended contracts available on the recall list to fill vacancies.
3. Employees on the recall list will be recalled in order of seniority for vacancies in areas for which they are certified/licensed.
4. Teachers whose continuing contracts have been suspended shall have the right of restoration to continuing service status in accordance with ORC 3319.17.
5. Teachers 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 employee. Within seven (7) calendar days of receipt of the notice, the employee 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 employee 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

EVALUATION

- A. Evaluations of teachers shall be based upon objective observations of their work performance and shall be conducted openly and with full knowledge of the teacher. All observations and/or evaluations shall be performed by the teacher's immediate supervisor, or in the alternative an administrator properly certified/licensed by the State of Ohio and employed by the Miami County Board of Education and certified/licensed by the State Department of Education, as mutually agreed to by the teachers and evaluator.

The ASSOCIATION and BOARD expressly agree that it is their specific intent to replace ORC 3319.111 for the evaluation of teachers.

Section 7.02 NUMBER OF EVALUATIONS

- A. All limited contract teachers shall receive a minimum of two (2) evaluations each school year.
  - 1. Teachers new to the system shall receive their first observation during their first six (6) weeks of employment.
  - 2. All limited contract teachers shall receive one (1) evaluation prior to December 31 and the second evaluation shall be conducted between January 2 and April 1.
- B. Teachers on continuing contract shall be evaluated at a minimum of once every two (2) years.

Section 7.03 PROCEDURE

- A. All observations for the purpose of evaluating teacher performance shall be a minimum of thirty (30) minutes in length. When a teacher's performance is rated unsatisfactory there shall be at least two (2) weeks between observations unless mutually agreed upon by both parties. Classroom observations may be scheduled, unscheduled, or by teacher invitation.
- B. All written evaluations shall be preceded by a minimum of two (2) observations. Teachers shall be given a copy within five (5) work days of any class visit or evaluation report prepared by the evaluator. A mutually agreeable conference date and time to discuss the report will be scheduled prior to finalization. The teacher shall have the right to submit a written response to the report, which shall be attached to the file copy. Such response shall be made within ten (10) work days of finalization.
- C. Any evaluation report which is less than satisfactory must be accompanied by written recommendations for improvement with a commitment for direct assistance by the evaluator and/or another appropriate source of assistance in implementing such recommendations. The recommendations shall include a reasonable time between observations to allow time for improvement.
- D. The evaluation report shall not be placed in the teacher's personnel file, or otherwise acted upon without prior written notification to the teacher. A teacher shall not be required to sign a blank or incomplete evaluation form. The teacher's signature on an evaluation form shall merely indicate that the teacher has seen the evaluation and does not necessarily imply agreement with the evaluation's content.
- E. A uniform teacher evaluation instrument currently in use shall be used throughout the district. Any new or altered evaluation instrument shall not be implemented until the last day of school of any given year and before the first day of school of any succeeding year. Any modification of existing evaluation procedure or instrument shall be subject to mutual agreement through the negotiation and ratification process. See Section 7.05

Section 7.04 MEETINGS

The teacher may be accompanied by an ASSOCIATION representative for any meeting/conference regarding his/her evaluation.

Section 7.05 MODIFICATIONS

At a request of either party for modification of the evaluation procedure or form, such request will be referred to a joint committee: three (3) appointed by the BOARD/BOARD's designee and three (3) appointed by the ASSOCIATION. A unanimous recommendation will be reported to the BOARD and ASSOCIATION for their action. Any approved modification of the evaluation procedure shall be added to this Agreement.

## ARTICLE 8 - LEAVE

### Section 8.01 SICK LEAVE

#### A. ACCUMULATION OF SICK LEAVE

1. Employees shall earn 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 employee 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 employee is eligible during the year. In catastrophic situations, an employee 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 two hundred forty (240) days.

#### B. TRANSFER OF SICK LEAVE

Any employee 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 employee'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 employee, providing such re-employment takes place within ten (10) years. EXCEPTION: In the case of termination due to retirement, the employee may apply for severance pay in accordance with applicable severance pay policies.
2. An employee 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 employee who has been granted a leave of absence shall retain accumulated sick leave if an employee has been granted a paid leave of absence, sick leave will continue to accumulate at the rate of one and one quarter day per month.

#### D. USE OF SICK LEAVE

1. An employee 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 employee 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. An employee shall be allowed three (3) days of absence without loss of pay in the event of the death of a sister, brother, or permanent resident in the employee's home.
3. An employee 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 employee except upon presentation to the Superintendent of a certified statement of the period and type of absence.

If medical attention is required, the employee's statement shall list the name and address of the attending physician and the date(s) when consulted. If the employee is absent for ten (10) or more consecutive working days, the attending physician or surgeon shall certify the employee's ability to return to work, if requested in writing by the Superintendent.

### Section 8.02 SICK LEAVE BANK

#### A. Purpose

1. To loan 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.
2. All accumulated personal, sick leave and any possible advances of sick leave days shall have been used. Also, the member shall not be eligible for disability leave under Ohio State Teacher's Retirement System.

#### C. Operational Procedures

1. At the beginning of each school year, the ASSOCIATION will distribute forms to all members offering them the opportunity to voluntarily donate up to three (3) days of sick leave to the sick leave bank. The 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.

3. Applications for loans from the sick leave bank 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 loan application will be reviewed by the Sick Leave Bank Committee 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, but not subject to the grievance/arbitration provisions of this Agreement.
5. Within five (5) working days of the granting of days from the Sick Leave Bank, the Treasurer will post the granted days to the applicant's sick leave accumulation account.
6. The maximum number of days that a participating member may borrow is twenty-five percent (25%) of the total days in the bank (at the end of the enrollment period). One (1) extension of additional days may be applied for in the same manner as the original application.

D. Repayment of Sick Leave Bank

1. The member who borrows days will pay back the days at the rate of fifty percent (50%) of his/her accumulated sick leave at the end of the salary contract year, each year until the total number of days borrowed has been restored to the bank.
2. If a member owes days to the bank and ceases for any reason to earn sick leave days, his accumulate days will first be used to repay the sick leave bank.
3. Unused days remaining in the sick leave bank at the end of the school year will not be carried over into the next school year.

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 employee'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 employee 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 than one-half (1/2) day segments.

#### C. REQUEST FOR PERSONAL LEAVE

1. Leave days shall be requested by the employee 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 employee 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 employee shall complete a formal leave request form.

#### D. APPROVAL OR DENIAL

1. The right for approval or denial of leave lies with the employee's immediate supervisor. In case of denial by the immediate supervisor, the reason shall be provided, in writing, to the teacher upon request. The employee 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, teachers who have had perfect attendance for that year shall be paid for three (3) unused personal days at the rate of \$65.00 per day. Teachers who were absent less than three (3) times during the school year shall be paid for up to two (2) unused personal days and teachers who were absent less than six (6) times during the school year shall be paid for one (1) unused personal day at the rate of \$65.00 per day.

#### 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 employee 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 employee, 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 contractual school year), an employee 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 teacher'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 employee 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 teacher'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 employee 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 teacher on parental leave shall retain any unused accumulated sick leave, but will not earn additional sick leave until return to service.
3. An employee on parental leave may elect to continue fringe benefits in effect at the time of the commencement of the leave, provided said employee 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 employee.

D. CONTRACT STATUS

1. Upon the return to service at the expiration of a parental leave of absence, the employee shall resume the contract status held prior to such leave.
2. Employees 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 employee 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 teachers. 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 teacher must be properly certificated/licensed in his/her area of instruction, and must have completed five (5) consecutive years of regular employment with 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 teacher and to the best interests of the school system.
2. If there is more than one (1) applicant with equal qualifications, the teacher 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 teacher 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) teacher's pay is less than the pay of the regular teacher who is on leave, the teacher on leave shall receive the difference.

F. RETURN TO REGULAR TEACHING DUTY

1. Upon completion of sabbatical leave, the teacher shall file within sixty (60) days with the Superintendent a written report of his/her education pursuits while on sabbatical leave.
2. The teacher 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 teacher 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 employees 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

1. 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 teacher taking such leave.
3. 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 employee's work assignment.
4. Attendance of employees 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 employee 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 employee 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 employee'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, employee costs for approved visitations or attendance at professional meetings, including the payment of a substitute, registration, travel, meals, and lodging -- contingent upon the employee'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 \$350.00. At the discretion of the Superintendent, additional reimbursement may be authorized.

E. REPORT

Each employee granted leave under these policies shall file a written report form, supplied by BOARD, covering the event which the employee has attended. The report shall be included in the in-service education file of the employee. A report is not required for employees identified under Section 8.08.

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 employee 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 employee where such employee 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 - TEACHER PERSONNEL FILES

### Section 9.01 FILE LOCATION

A personnel file for each teacher 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 teachers and/or their designee shall have access to their personnel file upon written request. Should a teacher's designee require access, he/she must provide written documentation of the teacher's consent for them to have access. Requests of teachers 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 teacher's personnel file shall be limited to the Superintendent, Assistant Superintendents, and other administrators who are directly involved in either the supervision of the teachers, or an employment decision concerning the teacher.

- C. A member of the general public may review records of employees in the central office under the following conditions:
1. The teacher 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 C4 above, information placed in the teacher's personnel file that may jeopardize employment status shall include the initials of the teacher and the administrator placing the material in the file, with the date of examination by the teacher and the date the material was placed in the file. The teacher'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 teacher's file, said teacher has the right to examine 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 teacher's file, nor shall they be made a matter of record to the extent permitted by law.

#### Section 9.05 ENTRY OF MATERIALS BY TEACHER

The professional staff member may submit letters of merit which shall be placed in his/her personnel file.

#### Section 9.06 REMOVAL OF MATERIALS IN FILE

- A. If a teacher disagrees with an item placed in his or her personnel file, the teacher 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 professional staff member and the administrator making the entry or the Superintendent.

#### Section 9.07 COPIES OF MATERIALS

A teacher will be provided a copy of any material placed in his/her file. Additional copies will be provided at the regular rate for personal copying, upon request.

An employee's medical records shall not be included in the employees personnel file.

## ARTICLE 10 - COMPLAINTS AGAINST EMPLOYEES

### Section 10.01 COMPLAINTS AGAINST EMPLOYEES

- A. In the event a formal complaint(s) or question(s) concerning a teacher is received, the following procedure shall be used:
1. ALL complaint(s) will be addressed to the concerned employee, 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 employee and his/her representative.
- B. Any complaint which is not brought to the attention of the employee 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 employee, or to affect the employee's continued employment.

## ARTICLE 11 - PROGRESSIVE DISCIPLINE PROCEDURES

### Section 11.01 PROGRESSIVE DISCIPLINE PROCEDURES

- A. The Administration may take progressive disciplinary action against any teacher 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 shall be imposed as follows:
1. Step 1 - First Offense - The offense shall be reduced to writing by the principal and copies given to the teacher and Superintendent. The written warning shall be initialed and dated by the teacher. The initials shall not indicate agreement with the warning's content, but shows only the teacher has received a copy of the written warning.
  2. Step 2 - Second Offense - A written reprimand may be placed in the teacher's personnel file after a conference has been held.
- B. Upon the initiative of the Superintendent for good cause shown, Steps 1 and 2 above, may be suspended and a teacher brought before the Superintendent or designee for disciplinary action. The Superintendent may suspend a teacher without pay for a period not to exceed three (3) days.
- The teacher has the right to representation at each step.
- D. Disciplinary action beyond Step 1 is subject to the grievance procedure as set forth in this Agreement. No teacher shall be reprimanded or disciplined without cause.

- E. 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      INSERVICE

- A. Teachers may trade seven (7) hours of individual in-service time for the October in-service day. Hours eligible for trade must be taken after the school day - non-teaching days such as Saturdays or summers not for college credit toward a degree, and not funded by the school. The hours must be accumulated and reported to the Superintendent's office at least two weeks before the trade day.
- B. WOEA (Western Ohio Education Association) Day – WOE Day shall be scheduled as a regular teacher directed workday during which teachers shall not be given administrative assignments, mandatory in-service meetings, mandatory professional development meetings or any other mandatory assignment. The District calendar shall not conflict with the teacher's ability to attend WOE sponsored professional development events nor shall it increase the number of workdays as set forth in Section 4.02, (B). Teachers, may elect to attend WOE sponsored professional development events or may elect to attend to teacher directed work in the Bethel School District. WOE Day shall be a paid day and teachers shall be compensated at their regular per diem rate.

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

- C. 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 teacher representative from each building level, an administrator, the Superintendent or his designee, and an ASSOCIATION representative.

## ARTICLE 13 - PROFESSIONAL DEVELOPMENT LICENSURE COMMITTEE

### Section 13.01      PROFESSIONAL DEVELOPMENT LICENSURE 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 Professional Development and Licensure Committee (hereinafter referred to as PDLC).
- B. The responsibilities of the PDLC 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 PDLC 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 PDLC pursuant to Section 3319.22 (C)(3) of the Ohio Revised Code.

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 PDLC. For training or duties outside the contract day/year, the rate of pay for the ASSOCIATION members of PDLC shall be \$20.00 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 employees 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 teachers enrolled in the plan. This coverage shall provide for coordination of benefits. Any employee hired after June 1, 1999 or an employee 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 employees 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. Employees 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 EMPLOYEE RESPONSIBILITY

It is the responsibility of the employee to notify the Treasurer of the BOARD of any change which would affect his/her coverage.

Section 14.04 MEDICAL COVERAGE

The attached provisions in **Appendix B**.

Section 14.05 DENTAL INSURANCE

- A. The BOARD will purchase dental services for the teacher, his or her spouse, and dependent child under the age of twenty (20) years of age.
- B. Employees shall pay twenty percent (20%) of the premium for dental insurance.
- C. Specifications:

Maximum benefits per covered person	Diagnostic & Preventative Routine & Major Dental Services - \$750.00 Orthodontic - \$750.00 per person, for lifetime
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Deductible - Individual	\$25.00 per year
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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 employees eligible for enrollment in the Bethel Group Plan.
- B. The BOARD shall provide \$50,000 life insurance and accidental death and dismemberment coverage shall be provided for regular full-time certificated /licensed employees. "Full-time" is defined as twenty (20) hours or more per week.

**ARTICLE 15 - TEACHER'S SALARY SCHEDULE**

Section 15.01 PLACEMENT ON SALARY SCHEDULE

- A. Teachers 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 teacher 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.

Coursework for advancement on the salary schedule will be graduate level courses.

D. Salary Increases 2011-2014

2011-2012

There shall be no increase in the base salary and teachers shall not advance by step or degree/hours column on the salary schedule during year 2011-12

2012-2013

There shall be no increase in the base salary and teachers shall not advance by step or degree/hours column on the salary schedule during year 2012-13.

2013-2014

There shall be no increase in the base salary and teachers shall not advance by step or degree/hours column on the salary schedule during year 2013-14.

Section 15.02 PAY PERIODS

The salaries of all certificated/licensed personnel will be paid in twenty-six (26) bi-weekly pays.

Section 15.03 INTERNAL SUBSTITUTE

Teachers required to cover classes for other teachers during their planning periods or lunch periods shall be paid for such time at the rate of \$16.50 per period.

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 teacher 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 teacher 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 provided the employee notifies the Treasurer one (1) week before the first pay of the new contract year.
  - 1. For those duties that cover the total school year, payment may be prorated over twenty (20) pays in the regular salary check or paid semi-annually.
  - 2. Lump sum payment for fall, winter, and spring supplementals will be made on the next scheduled payroll upon completion of the supplemental contract release form.
- C. Payment will be released by Building Administrators upon completion of all duties and the completion of all forms associated with the position.

- D. Effective in the 2011-12 school year, all experience credit earned on the supplemental salary schedule shall be reduced by two (2) years. (EXAMPLE – an employee who is currently compensated at step 4 on the supplemental salary schedule shall be reduced to step 2.)

In addition, there shall be no step advancement on the supplemental duty salary schedule for the duration of this agreement unless the contingency conditions agreed upon are met and implemented. If/when the contingency conditions are met, step advancement on the supplemental salary schedule shall be reinstated.

It is the intent of the parties that this provision shall supersede any conflicting provision of the Ohio Revised Code.

#### Section 15.05 DIRECT DEPOSIT DEPOSIT

Direct deposit is mandatory for all certified employees. All certified employees will receive email notification of their direct deposits. All certified employees 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 teacher's salary, including supplemental earnings to be paid after April 1, by the amount said teacher is to contribute to his/her retirement system.
- B. The BOARD shall pay to STRS the amount of each teacher's share in lieu of the individual teacher's contribution.
- C. It is understood that it is the responsibility of each individual teacher 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 teachers 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 teachers for participating in teacher 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 zero (\$0) dollars in 2011-12, \$5,000.00 in 2012-13 and

\$10,000 thereafter, to fund the Tuition Reimbursement Program. The intent is to assist teachers in maintaining their current teaching certificate/license.

Guidelines for the use of the funds are as follows:

1. Teachers 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.
3. 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.
4. Applications must be pre-approved by the superintendent or designee before the first class session is held. The Superintendent's approval is final.
5. The teacher must be employed by Bethel Local Schools at the time of reimbursement.
6. The amount in the tuition reimbursement program will be divided equally by the total approved semester hours of all the bargaining unit members.  
Example: Ten (10) members submitted a total of 50 (Fifty) approved semester hours. Each member will be reimbursed \$200.00 per semester hour ( $\$10,000/50=\$200.00$ ).

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 50% of the full-time employee 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.

#### Timelines:

- 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

Each teacher 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.

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 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. Employees 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 Teachers' 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 employees immediately after BOARD acceptance of such retirement notice from employee.
- 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 employees in an amount equal to severance pay as calculated in Section 16.02. All eligible employees will include all employees age 55 or older in the year of separation from service from Bethel Local Schools.

Section 16.02 DAYS OF SEVERANCE PAY

- A. Retiring employees of the Bethel Local School District shall be paid for twenty-five percent (25%) of their accrued sick leave days to a maximum of sixty (60) days.
- B. A member shall not receive a severance payment until evidenced by a copy of a cancelled STRS check presented to the Treasurer.
- C. If an employee 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 Teachers' Retirement System, dies before actually retiring, any severance pay due such employee under the provisions and limitations of this Article shall be paid to the life insurance beneficiary of the employee, or to the estate of the deceased employee as though the employee 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 teacher'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 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 31st of the retiring year; the retiring employee 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 employee at that time.
- D. Such payment shall be made only once to any employee.

**ARTICLE 17 - MISCELLANEOUS**

Section 17.01      **LABOR MANAGEMENT COMMITTEE (LMC) MEETING**

In order to provide a forum for good communications between the ASSOCIATION and the administration, the President and Vice-President of the ASSOCIATION 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. Agenda will be exchanged at least five (5) working days prior to meetings.

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 teacher's work day shall be accomplished by "release time" for all teacher 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, 2011 through July 31, 2014.

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.

### ARTICLE 19 – REHIRE OF RETIRED TEACHERS

- A. Teachers 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 teacher 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, tuition reimbursement, or sick bank benefits.
- C. A retired teacher who is employed under this Article shall be paid at Step 0 of the salary schedule and shall remain at Step 0 except that the teacher shall be placed at the appropriate column based on their training and certification and the teacher shall receive any percent increases that might apply to that placement.
- D. In the event of a reduction in force the reemployed teacher 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 employee with zero days of sick leave accumulated. Retired teachers 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. Teachers returning to duty shall be eligible for HOSPITALIZATION AND MAJOR MEDICAL INSURANCE benefits under Article 14.
- G. All contracts issued to teachers who have retired under the State Teachers' Retirement System shall automatically expire at the end of the term stated and no affirmative actions such as "non-renewal" need to be or shall be taken by the Board or Administration.
- H. A Bethel teacher wishing to be rehired following retirement shall notify the Superintendent, in writing, no later than March 31<sup>st</sup> 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 teacher 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 teachers are part of the bargaining unit.
- K. For rehired retired teachers, this Article expressly supersedes Section 3317.13 of the Ohio Revised Code and all other applicable laws that are inconsistent with this Article.



**SIGNATURES**

WITNESS HEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_, 2011.

BOARD OF EDUCATION  
BETHEL LOCAL SCHOOL DISTRICT

BETHEL EDUCATION ASSN.

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
TREASURER

\_\_\_\_\_  
NEGOTIATOR

\_\_\_\_\_  
SUPERINTENDENT

\_\_\_\_\_  
NEGOTIATOR

\_\_\_\_\_  
NEGOTIATOR

**APPENDIX A - SALARY AND SUPPLEMENTAL SCHEDULES 2011-2014**  
**Bethel Education Association**

**SALARY SCHEDULE**

Base Salary

\$33,683

Bethel 2011-14 = 0% increase; No step or column advancement; 2 Step Reduction for Supplemental Contracts

Years Experience	BS	BS+150	Master's	Master's Plus 15	Master's Plus 30
0	36,533 1.0846	38,500 1.143	40,487 1.202	41,464 1.231	42,441 1.26
1	36,533 1.0846	38,500 1.143	40,487 1.202	41,464 1.231	42,441 1.26
2	36,533 1.0846	38,500 1.143	40,487 1.202	41,464 1.231	42,441 1.26
3	37,957 1.1269	40,032 1.1885	42,137 1.251	43,165 1.2815	44,192 1.312
4	39,382 1.1692	41,565 1.234	43,788 1.3	44,866 1.332	45,944 1.364
5	40,807 1.2115	43,097 1.2795	45,438 1.349	46,567 1.3825	47,695 1.416
6	42,232 1.2538	44,630 1.325	47,089 1.398	48,268 1.433	49,447 1.468
7	43,657 1.2961	46,163 1.3705	48,739 1.447	49,969 1.4835	51,198 1.52
8	45,081 1.3384	47,695 1.416	50,390 1.496	51,670 1.534	52,950 1.572
9	46,506 1.3807	49,228 1.4615	52,040 1.545	53,371 1.5845	54,701 1.624
10	47,931 1.423	50,760 1.507	53,691 1.594	55,072 1.635	56,453 1.676
11	49,356 1.4653	52,293 1.5525	55,341 1.643	56,773 1.6855	58,204 1.728
12	49,356 1.4653	52,293 1.5525	56,992 1.692	58,474 1.736	59,956 1.78
15	50,780 1.5076	53,825 1.598	58,642 1.741	60,175 1.7865	61,707 1.832
17	52,205 1.5499	55,358 1.6435	60,293 1.79	61,876 1.837	63,459 1.884
20	52,919 1.5711	56,126 1.6663	61,118 1.8145	62,728 1.8623	64,335 1.91
22	53,630 1.5922	56,891 1.689	61,943 1.839	63,577 1.8875	65,210 1.936
24	55,055 1.6345	58,423 1.7345	63,594 1.888	65,278 1.938	66,962 1.988
27	56,480 1.6768	59,956 1.78	65,244 1.937	66,979 1.9885	68,713 2.04

**APPENDIX A - SALARY AND SUPPLEMENTAL SCHEDULES 2011-2014 - Continued**

Base Salary \$33,683

STEPS	0	1	2	3
<b>Athletic Director</b>	\$4,210	\$4,547	\$4,884	\$5,558
	0.125	0.135	0.145	0.165
<b>Assistant Athletic Director</b>	\$2,695	\$2,964	\$3,234	\$3,772
	0.08	0.088	0.096	0.112
<b>Baseball</b>				
<b>Varsity</b>	\$2,695	\$2,964	\$3,234	\$3,772
	0.08	0.088	0.096	0.112
<b>Reserve</b>	\$2,021	\$2,223	\$2,425	\$2,829
	0.06	0.066	0.072	0.084
<b>Basketball</b>				
<b>Varsity Boys</b>	\$4,042	\$4,379	\$4,716	\$5,389
	0.12	0.13	0.14	0.16
<b>Varsity Girls</b>	\$4,042	\$4,379	\$4,716	\$5,389
	0.12	0.13	0.14	0.16
<b>Reserve Boys</b>	\$2,695	\$2,964	\$3,234	\$3,772
	0.08	0.088	0.096	0.112
<b>Reserve Girls</b>	\$2,695	\$2,964	\$3,234	\$3,772
	0.08	0.088	0.096	0.112
<b>Freshman Boys</b>	\$2,021	\$2,223	\$2,425	\$2,829
	0.06	0.066	0.072	0.084
<b>7th/8th Grade Boys</b>	\$2,021	\$2,223	\$2,425	\$2,829
	0.06	0.066	0.072	0.084
<b>7th/8th Grade Girls</b>	\$2,021	\$2,223	\$2,425	\$2,829
	0.06	0.066	0.072	0.084
<b>Cross Country</b>	\$2,695	\$2,964	\$3,234	\$3,772
	0.08	0.088	0.096	0.112
<b>Football</b>				
<b>Varsity Head (1)</b>	\$4,042	\$4,379	\$4,716	\$5,389
	0.12	0.13	0.14	0.16
<b>Assistant (3)</b>	\$2,695	\$2,964	\$3,234	\$3,772
	0.08	0.088	0.096	0.112
<b>7th/8th Grade Boys</b>	\$2,021	\$2,223	\$2,425	\$2,829
	0.06	0.066	0.072	0.084
<b>Golf</b>				
<b>Co-Educational</b>	\$2,358	\$2,594	\$2,829	\$3,301
	0.07	0.077	0.084	0.098
<b>Soccer</b>				
<b>Varsity Head (1)</b>	\$2,695	\$2,964	\$3,234	\$3,772
	0.08	0.088	0.096	0.112
<b>Assistant</b>	\$2,021	\$2,223	\$2,425	\$2,829
	0.06	0.066	0.072	0.084
<b>Softball</b>				
<b>Varsity Girls</b>	\$2,695	\$2,964	\$3,234	\$3,772
	0.08	0.088	0.096	0.112

**APPENDIX A - SALARY AND SUPPLEMENTAL SCHEDULES 2011-2014 – Continued**

Base Salary \$33,683

<b>STEPS</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>
<b>Summer Conditioning</b>	\$1,684	\$1,853	\$2,021	\$2,358
	0.05	0.055	0.06	0.07
<b>Track</b>				
<b>Varsity Boys</b>	\$2,695	\$2,964	\$3,234	\$3,772
	0.08	0.088	0.096	0.112
<b>Varsity Girls</b>	\$2,695	\$2,964	\$3,234	\$3,772
	0.08	0.088	0.096	0.112
<b>Assistant Track</b>	2,021	2,223	2,425	2,829
	0.06	0.066	0.072	0.084
<b>7th/8th Grade Boys</b>	\$1,684	\$1,853	\$2,021	\$2,358
	0.05	0.055	0.06	0.07
<b>7th/8th Grade Girls</b>	\$1,684	\$1,853	\$2,021	\$2,358
	0.05	0.055	0.06	0.07
<b>Volleyball</b>				
<b>Varsity Girls</b>	\$2,695	\$2,964	\$3,234	\$3,772
	0.08	0.088	0.096	0.112
<b>Reserve Girls</b>	\$2,021	\$2,223	\$2,425	\$2,829
	0.06	0.066	0.072	0.084
<b>7th/8th Grade Girls</b>	\$1,684	\$1,853	\$2,021	\$2,358
	0.05	0.055	0.06	0.07
<b>Weight Room</b>				
<b>June-August/month (2)</b>	\$286	\$320	\$337	\$387
	0.0085	0.0095	0.01	0.0115
<b>September-May/month</b>	\$269	\$303	\$337	\$404
	0.008	0.009	0.01	0.012
<b>Cheerleader Advisor</b>				
<b>7th/8th grade</b>	\$1,347	\$1,448	\$1,549	\$1,752
	0.04	0.043	0.046	0.052
<b>Football 9th - 12th Grade</b>	\$1,010	\$1,179	\$1,347	\$1,684
	0.03	0.035	0.04	0.05
<b>Basketball 10th - 12th Grade</b>	\$1,010	\$1,179	\$1,347	\$1,684
	0.03	0.035	0.04	0.05
<b>Basketball 9th Grade</b>	\$505	\$573	\$640	\$775
	0.015	0.017	0.019	0.023
<b>Class Advisors</b>				
<b>Junior</b>	\$1,280	\$1,381	\$1,516	\$1,785
	0.038	0.041	0.045	0.053
<b>Senior</b>	\$674	\$741	\$808	\$943
	0.02	0.022	0.024	0.028
<b>Flag Corp</b>	\$1,179	\$1,280	\$1,381	\$1,583
	0.035	0.038	0.041	0.047

**APPENDIX A - SALARY AND SUPPLEMENTAL SCHEDULES 2011-2014 - Continued**

Base Salary \$33,683

<b>STEPS</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>
<b>Music</b>				
<b>Instrumental</b>	\$3,368	\$3,705	\$4,042	\$4,716
	0.1	0.11	0.12	0.14
<b>Vocal - HS</b>	\$2,021	\$2,223	\$2,425	\$2,829
	0.06	0.066	0.072	0.084
<b>Vocal &amp; Instr. Elementary</b>	\$1,347	\$1,448	\$1,549	\$1,752
	0.04	0.043	0.046	0.052
<b>Drama Advisor</b>	\$1,347	\$1,482	\$1,617	\$1,886
	0.04	0.044	0.048	0.056
<b>Science Fair Coordinator</b>	\$674	\$741	\$808	\$943
	0.02	0.022	0.024	0.028
<b>Student Council</b>				
<b>High School</b>	\$674	\$741	\$808	\$943
	0.02	0.022	0.024	0.028
<b>Junior High School</b>	\$674	\$741	\$808	\$943
	0.02	0.022	0.024	0.028
<b>Honor Society Advisor</b>	\$674	\$741	\$808	\$943
	0.02	0.022	0.024	0.028
<b>Newspaper</b>	\$674	\$741	\$808	\$943
	0.02	0.022	0.024	0.028
<b>Yearbook</b>	\$674	\$741	\$808	\$943
	0.02	0.022	0.024	0.028
<b>Muse Machine</b>	\$876	\$943	\$1,010	\$1,145
	0.026	0.028	0.03	0.034
<b>Summer School Teacher</b>	\$22.98 per hour			
<b>Summer School Tutor</b>	\$22.98 per hour			
<b>Saturday School</b>	\$22.00 per hour			

## APPENDIX B – INSURANCE SUMMARY



YOUR BENEFITS

**Benefit Summary**  
**ASO Choice Plus**  
Bethel Medical Plan 7EM-M

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

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

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

### PLAN HIGHLIGHTS

Types of Coverage	Network Benefits	Non-Network Benefits
<b>Annual Deductible</b>		
Individual Deductible	\$100 per year	\$250 per year
Family Deductible	\$200 per year	\$500 per year
<input type="checkbox"/> Member Copayments do not accumulate towards the Deductible		
<b>Out-of-Pocket Maximum</b>		
Individual Out-of-Pocket Maximum	\$1000 per year	\$2000 per year
Family Out-of-Pocket Maximum	\$2000 per year	\$4000 per year
<input type="checkbox"/> Member Copayments do not accumulate towards the Out-of-Pocket Maximum.		
<b>Benefit Plan Coinsurance – The Amount the Plan Pays</b>		
	100% after Deductible has been met for most services	80% after Deductible has been met for most services
<b>Lifetime Maximum Benefit</b>		
The maximum amount the Plan will pay during the entire period of time you are enrolled under the Plan	Unlimited	\$1,000,000 per Covered Person
<b>Prescription Drug Benefits</b>		
<input type="checkbox"/> Prescription drug benefits are shown under separate cover.		
<b>Information of Pre-service Notification</b>		
*Pre-service Notification is required for certain services.		
**Pre-service Notification is required for Equipment in excess of \$1,000.		
<b>Information on Benefit Limits</b>		
<input type="checkbox"/> The Annual Deductible, Out-of-Pocket Maximum and Benefit limits are calculated on a calendar year basis.		
<input type="checkbox"/> All Benefits are reimbursed based on Eligible Expenses. For a definition of Eligible Expenses, please refer to your Summary Plan Description.		
<input type="checkbox"/> When Benefit limits apply, the limit refers to any combination of Network and Non-Network Benefits unless specifically stated in the Benefit category.		

### BENEFITS

Types of Coverage	Network Benefits	Non-Network Benefits
<b>Ambulance Services – Emergency and Non-Emergency</b>		
	* 100%	* 100% after Network Deductible has been met
<b>Dental Services – Accident Only</b>		
Benefits are limited as follows: \$3,000 maximum per year \$900 maximum per tooth	* 80%	* 80% after Network Deductible has been met
<b>Durable Medical Equipment (DME)</b>		
Benefits are limited as follows: Benefits are limited to a single purchase of a type of Durable Medical Equipment (including repair and replacement) every three years.	80%	** 50% after Deductible has been met

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<b>BENEFITS</b>		
<b>Types of Coverage</b>	<b>Network Benefits</b>	<b>Non-Network Benefits</b>
<b>Emergency Health Services - Outpatient</b>	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 \$50 Copayment per visit
<b>Home Health Care</b>		
Benefits are limited as follows: 60 visits per year	100%	* 80% after Deductible has been met
<b>Hospice Care</b>	100%	* 80% after Deductible has been met
<b>Hospital – Inpatient Stay</b>	100% after you pay a \$250 Copayment	* 80% after Deductible has been met
<b>Lab, X-Ray and Diagnostics - Outpatient</b>		
For Preventive Lab, X-Ray and Diagnostics, refer to the Preventive Care Services category.	100%	80% after Deductible has been met
<b>Lab, X-Ray and Major Diagnostics – CT, PET, MRI and Nuclear Medicine - Outpatient</b>	100%	80% after Deductible has been met
<b>Mental Health and Substance Abuse Services – Inpatient and Intermediate</b>		
Benefits are limited as follows:	* 100% after you pay a \$250 Copayment	* 80% after Deductible has been met
<b>Mental Health and Substance Abuse Services – Outpatient</b>		
Benefits are limited as follows:	* 100% after you pay a \$10 Copayment per visit	* 80% after Deductible has been met
<b>Ostomy Supplies</b>	80%	50% after Deductible has been met
<b>Physician Fees for Surgical and Medical Services</b>	100%	80% after Deductible has been met
<b>Physician's Office Services – Sickness and Injury</b>		
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 assessed. In addition to the visit Copayment, Pharmaceutical Products such as injections will be covered at 80% coinsurance.		
<b>Pregnancy – Maternity Services</b>	Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each covered Health Service category in this Benefit Summary	
	For services provided in the Physician's Office, a Copayment will only apply to the initial office visit.	<i>Pre-service Notification is required if Inpatient Stay exceeds 48 hours following a normal vaginal delivery or 96 hours following a cesarean section delivery.</i>
<b>Preventive Care Services</b>		
Covered Health Services include but are not limited to:		Non-Network Benefits are not available
Primary Physician Office Visit	100%	
Specialist Physician Office Visit	100%	
Lab, X-Ray or other preventive tests	100%	
<b>Prosthetic Devices</b>	80%	50% after Deductible has been met
<b>Reconstructive Procedures</b>	Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each Covered Health Service category in this Benefit Summary	
		<i>Pre-service Notification is required for certain services.</i>
<b>Rehabilitation Services – Outpatient Therapy and Chiropractic Treatment</b>		
Benefits are limited as follows: Network and Non-Network benefits are limited to a combined total of 50 visits per calendar year for any combination of the following: Chiropractic treatment Physical therapy Occupational therapy Speech therapy Pulmonary rehabilitation Cardiac rehabilitation Post-Cochlear implant aural therapy Vision therapy	100% after you pay a \$15 Copayment per visit	* 80% after Deductible has been met
<b>Scopic Procedures – Outpatient Diagnostic and Therapeutic</b>		
Diagnostic scopic procedures include, but are not limited to: Colonoscopy; Sigmoidoscopy;	100%	80% after Deductible has been met

BENEFITS		
Types of Coverage	Network Benefits	Non-Network Benefits
Endoscopy For Preventive Scopic Procedures, refer to the Preventive Care Services category.		
Skilled Nursing Facility / Inpatient Rehabilitation Facility Services		
Benefits are limited as follows: 300 days per year. Facility Services are limited to 120 days per incident.	100%	* 80% after Deductible has been met
Surgery – Outpatient	100%	80% after Deductible has been met
Therapeutic Services	100%	80% after Deductible has been met
Transplantation Services	* 80%	* Non-Network Benefits are not available
	<i>For Network Benefits, services must be received at a Designated Facility.</i>	
Urgent Care Center Services	100% after you pay a \$35 Copayment per visit	80% after Deductible has been met
In addition to the visit Copayment, the applicable Copayment and any Deductible/Coinsurance applies when these services are done: Pharmaceutical Product		
In addition to the visit Copayment, the applicable Copayment and any Deductible/Coinsurance applies when these services are done: CT, PET, MRI, Nuclear Medicine; Pharmaceutical Products		
Vision Examinations		
Benefits are limited as follows: 1 exam every year	100% after you pay a \$15 Copayment per visit	Non-Network Benefits are not available

MEDICAL EXCLUSIONS		
It is recommended that you review your SPD for an exact description of the services and supplies that are covered, those which are excluded or limited, and other terms and conditions of coverage.		
Alternative Treatments		
Acupressure; aromatherapy; hypnosis; massage therapy; rolfing (holistic tissue massage); art, music, dance, horseback therapy; and other forms of alternative treatment as defined by the National Center for Complementary and Alternative Medicine (NCCAM) of the National Institutes of Health. This exclusion does not apply to Chiropractic Treatment and osteopathic care for which Benefits are provided as described in the SPD.		
Dental		
Dental care (which includes dental X-rays, supplies and appliances and all associated expenses, including hospitalizations and anesthesia). This exclusion does not apply to dental care (oral examination, X-rays, extractions and non-surgical elimination of oral infection) required for the direct treatment of a medical condition for which Benefits are available under the Plan as described in the SPD. Dental care that is required to treat the effects of a medical condition, but that is not necessary to directly treat the medical condition, is excluded. Examples include treatment of dental caries resulting from dry mouth after radiation treatment or as result of medication. Endodontics, periodontal surgery and restorative treatment are excluded. Diagnosis or treatment of or related to the teeth, jawbones or gums. Examples include: extraction (including wisdom teeth), restoration, and replacement of teeth; medical or surgical treatment of dental conditions; and services to improve dental clinical outcomes. This exclusion does not apply to accidental-related dental services for which Benefits are provided as described under Dental Services – Accidental Only in the SPD. Dental implants, bone grafts and other implant-related procedures. This exclusion does not apply to accident-related dental services for which Benefits are provided as described under Dental Services – Accident Only in the SPD. Dental braces (orthodontics). Congenital Anomaly such as cleft lip or cleft palate.		
Devices, Appliances and Prosthetics		
Devices used specifically as safety items or to affect performance in sports-related activities. Orthotic appliances that straighten or re-shape a body part. Examples include foot orthotics, cranial banding and some types of braces, including over-the-counter orthotic braces. The following items are excluded, even if prescribed by a Physician: blood pressure cuff/monitor; enuresis alarm; home coagulation testing equipment; non-wearable external defibrillator; trusses; ultrasonic nebulizers; and ventricular assist devices. Devices and computers to assist in communication and speech except for speech aid prosthetics and tracheo-esophageal voice prosthetics. Oral appliances for snoring. Repair and replacement prosthetic devices when damaged due to misuse, malicious damage or gross neglect. Prosthetic devices. This exclusion does not apply to breast prosthesis, mastectomy bras and lymphedema stockings for which Benefits are provided as described under Reconstructive Procedures in the SPD.		
Drugs		
The exclusions listed below apply to the medical portion of the Plan only. Prescription Drug coverage is excluded under the medical plan because it is a separate benefit. Coverage may be available under the Prescription Drug portion of the Plan. See the SPD for coverage details and exclusions. Prescription drugs for outpatient use that are filled by a prescription order or refill. Self-injectable medications. This exclusion does not apply to medications which, due to their characteristics (as determined by UnitedHealthcare), must typically be administered or directly supervised by a qualified provider or licensed/certified health professional in an outpatient setting. Non-injectable medications given in a Physician's office. This exclusion does not apply to non-injectable medications that are required in an Emergency and consumed in the Physician's office. Over-the-counter drugs and treatments. Growth hormone therapy.		
Experimental or Investigational or Unproven Services		
Experimental or Investigational or Unproven Services, unless the Plan has agreed to cover them as defined in the SPD. This exclusion applies even if Experimental or Investigational Services or Unproven Services, treatments, devices or pharmacological regimens are the only available treatment options for your condition. This exclusion does not apply to Covered Health Services provided during a clinical trial for which Benefits are provided as described under Clinical Trials in the SPD.		
Foot Care		
Routine foot care. Examples include the cutting or removal of corns and calluses. This exclusion does not apply to preventive foot care for Covered Persons with diabetes for which Benefits are provided as described under Diabetes Services in the SPD or when needed for severe systemic disease. Cutting or removal of corns and calluses. Nail trimming, cutting, or debriding. Hygienic and preventive maintenance foot care; and other services that are performed when there is not a localized Sickness, injury or symptom involving the foot. Examples include: cleaning and soaking the feet; applying skin creams in order to maintain skin tone. This exclusion does not apply to preventive foot care for Covered Persons who are at risk of neurological or vascular disease arising from diseases such as diabetes. Treatment of flat feet. Shoes (standard or custom), lifts and wedges; shoe orthotics; shoe inserts and arch supports		
Medical Supplies and Equipment		
Prescribed or non-prescribed medical supplies and disposable supplies. Examples include: elastic stockings, ace bandages, diabetic strips, and syringes; urinary catheters. This exclusion does not apply to: <ul style="list-style-type: none"> <li><input type="checkbox"/> Disposable supplies necessary for the effective use of Durable Medical Equipment for which Benefits are provided as described under Durable Medical Equipment in the SPD.</li> <li><input type="checkbox"/> Diabetic supplies for which Benefits are provided as described under Diabetes Services in the SPD.</li> <li><input type="checkbox"/> Ostomy bags and related supplies for which Benefits are provided as described under Ostomy Supplies in the SPD.</li> </ul> Tubings, nasal cannulas, connectors and masks, (except when used with Durable Medical Equipment as described under Durable Medical Equipment as described in the SPD. The repair and replacement of Durable Medical Equipment when damaged due to misuse, malicious breakage or gross neglect and deodorants, filters, lubricants, tape, appliance clears, adhesive, adhesive remover or other items that are not specifically identified in the SPD		
Mental Health / Substance Abuse		
Inpatient, intermediate or outpatient care services that were not pre-authorized by the Mental Health/Substance Abuse (MH/SA) Administrator; Services performed in connection with conditions not classified in the current edition of the American Psychiatric Association's Diagnostic and Statistical Manual of Mental Disorders. Mental Health Services and Substance Abuse Services that extend beyond the period necessary for short-term evaluation, diagnosis, treatment, or crisis intervention. Mental Health Services as treatment for insomnia and other sleep disorders, neurological disorders and other disorders with a known physical basis. Treatment for conduct and impulse control disorders, personality disorders, paraphilias (sexual behavior that is considered deviant or abnormal) and other Mental Illnesses that do not substantially improve beyond the current level of functioning, or that are not subject to favorable modification or management according to prevailing national standards of clinical practice, as reasonably determined by the Mental Health/Substance Abuse Administrator. Services utilizing methadone, L.A.A.M. (1-Alpha-Acetyl-Methadol), Cyclazocine, or their equivalents as maintenance treatment for drug addiction. Treatment provided in connection with involuntary commitments, police detentions and other similar arrangements, unless authorized by the Mental		

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 of Mental Illness, alcoholism or substance abuse disorders that, in the reasonable judgment of the Mental Health/Substance Abuse Administrator, typically do not result in outcomes demonstrably better than other available 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 professional research demonstrating that the services or supplies will have a measurable and beneficial health outcome.
- The Mental Health/Substance Abuse Administrator's level of care 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

### Nutrition

Nutritional or cosmetic 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 inborn 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; oral vitamins and minerals; meals you can order from a menu, for an additional charge, during an Inpatient Stay, and other dietary and electrolyte supplements; and health education classes unless offered by UnitedHealthcare 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 to accommodate a health need such as ramps, swimming pools, elevators, handrails and stair glides; hot tubs; Jacuzzis, saunas and whirlpools; ergonomically correct chairs, non-Hospital beds, comfort beds, mattresses; 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.

### 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, chemosurgery and other such skin abrasion procedures); Skin abrasion procedures performed as a treatment for acne; treatment of hair loss; varicose vein treatment of the lower extremities, when it is considered cosmetic; Liposuction or removal of fat deposits considered undesirable, including fat accumulation under the male breast and nipple; Treatment for skin wrinkles or any treatment to improve the appearance of the skin; Treatment for spider 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. Treatment of benign gynecomastia (abnormal 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 athletic training, body-building, exercise, fitness, flexibility, health club memberships and programs, spa treatments and diversion or general motivation. Weight loss programs whether or not they are under medical supervision. Weight loss programs for medical reasons are also excluded, even if for morbid obesity. Wigs regardless of the reason for the hair loss, except 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, thighplasty, 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 snoring, except when provided as a part of treatment for documented obstructive sleep apnea. Speech therapy except as required for treatment of a speech impediment or 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 treat a condition unrelated to spinal manipulation and ancillary physiologic treatment rendered to restore/improve motion, reduce pain and improve function, such as asthma or allergies. Chiropractic treatment (the therapeutic application of chiropractic manipulative treatment with or without ancillary physiologic treatment and/or rehabilitative methods rendered to restore/improve motion, reduce pain and improve function). Services for the evaluation and treatment of temporomandibular joint syndrome (TMJ), whether the services are considered to be dental in nature, including oral appliances; surface electromyography; Doppler analysis; vibration analysis; computerized mandibular scan or jaw tracking; craniosacral therapy; orthodontics; occlusal adjustment; dental restorations. Upper and lower jawbone surgery except as required for direct treatment of acute traumatic injury, dislocation, tumors or cancer. Diagnosis or treatment of the jawbones, including Orthognathic surgery, and jaw alignment, except as a treatment of obstructive sleep apnea. Non-surgical treatment of obesity even if for morbid obesity. Surgical treatment of obesity unless there is a diagnosis of morbid obesity as described under Obesity Surgery in the SPD. Treatment of tobacco dependency. Chelation therapy, except to treat heavy metal poisoning.

### Providers

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 an unlicensed provider or a provider who is operating outside of the scope of his/her license. Services provided at a free-standing or Hospital-based diagnostic facility without an order written by a Physician or other provider. Services which are self-directed to a free-standing or Hospital-based diagnostic facility. Services ordered by a Physician or other provider who is an employee or representative of a free-standing or Hospital-based diagnostic facility, when that Physician or other provider has not been actively involved in your medical care prior to ordering the service, or is not actively involved in your medical care after the service is received. This exclusion does not apply to mammography. Foreign language and sign language interpreters.

### Reproduction

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, donor 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 associated 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.

### Services Provided under Another Plan

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.

### 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 circulatory 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 costs 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). Purchase cost and associated fitting and testing charges for hearing aids, Bone Anchor Hearing Aids (BAHA) and all other hearing assistive devices. 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

Health services and supplies that do not meet the definition of a Covered Health Service – see the definition of Covered Health Services in the Glossary in the SPD. Physical, psychiatric or psychological exams, testing, vaccinations, immunizations or treatments when: required solely for purposes of career, education, school, sports or camp, travel, employment, insurance, marriage or adoption; or as a result of incarceration; related to judicial or administrative proceedings or orders; conducted for purposes of medical research; required to obtain or maintain a license of any type. Health services received as a result of war or any act of war, whether declared or undeclared or caused during service in the armed forces of any country. Health services received after the date your coverage under the Plan ends. This applies to all health services, even if the health service is required to treat a medical condition that arose before the date your coverage under the Plan ended. Health services for which you have no legal responsibility to pay, or for which a charge would not ordinarily be made in the absence of coverage under the Plan. Charges that exceed Eligible Expenses or any specified limitation in the SPD. Health services when a provider waives the Copay, Annual Deductible or Coinsurance amounts. Autopsies and other coroner services and transportation services for a corpse. Charges for: missed appointments; room or facility reservations; completion of claim forms; or record processing. Charges prohibited by federal anti-kickback or self-referral status. Diagnostic tests that are: delivered in other than a Physician's office or health care facility; and self-administered home diagnostic tests, including but not limited to HIV and pregnancy tests. Vision therapy when rendered in connection with behavioral health disorders, including but not limited to: learning and reading disabilities; attention deficit/hyperactive disorder; TBI; or dyslexia

# Benefit Summary

## Outpatient Prescription Drug ASO

Bethel – Buy Up  
 10/25%/45 Plan 0F5 Modified

Your Copayment and/or Coinsurance is determined by the tier to which the Prescription Drug List Management Committee has assigned the Prescription Drug. All Prescription Drug Products on the Prescription Drug List are assigned to Tier 1, Tier 2 or Tier 3. Find individualized information on your benefit coverage, determine tier status, check the status of claims and search for network pharmacies by logging on to [www.myuhc.com](http://www.myuhc.com)® or calling Customer Care at the telephone number on the back of your ID card.

### Annual Drug Deductible

Individual Deductible	No Deductible
Family Deductible	No Deductible

### Out-of-Pocket Drug

	No Out-of-Pocket Drug Maximum
Individual Out-of-Pocket Maximum	No Out-of-Pocket Drug Maximum
Family Out-of-Pocket Maximum	

This summary of Benefits is intended only to highlight your Benefits for Prescription Drugs and should not be relied upon to determine coverage. Your plan may not cover all of your Prescription Drug expenses. Please refer to the Prescription Drug section of the Summary Plan Description (SPD) for a complete listing of services, limitations, exclusions and a description of all the terms and conditions of coverage. If this description conflicts in any way with the Prescription Drug section of the SPD, the Prescription Drug section of SPD shall prevail.

**SFXPP0F507**  
 Item#      Rev. Date  
 XXX-XXXX 0908

**Tier Level****Retail**  
Up to 31-day supply**\*Mail**  
**Order**

	<b>Network &amp; Non-Network</b>	<b>Network</b>
<b>Tier 1</b>	<b>\$10</b>	<b>\$20</b>
<b>Tier 2</b>	<b>25% - \$15 minimum up to \$35 maximum</b>	<b>17% - \$30 minimum up to \$70 maximum</b>
<b>Tier 3</b>	<b>\$45</b>	<b>\$90</b>
<b>Diabetic Supplies</b>	<b>20%</b>	<b>20%</b>

\* Only certain Prescription Drug Products are available through mail order; please visit [www.myuhc.com](http://www.myuhc.com) or call Customer Care at the telephone number on the back of your ID card for more information.

## Other Important Information about your Outpatient Prescription Drug Benefits

You are responsible for paying the lower of the applicable Copayment and/or Coinsurance or the retail Network Pharmacy's Usual or Customary Charge, or the lower of the applicable Copayment and/or Coinsurance or the mail order Network Pharmacy's Prescription Drug Cost.

For a single Copayment and/or Coinsurance, you may receive a Prescription Drug Product up to the stated supply limit. Some products are subject to additional supply limits.

Specialty Prescription Drug Products supply limits are as written by the provider, up to a consecutive 31-day supply of the Specialty Prescription Drug Product, unless adjusted based on the drug manufacturer's packaging size, or based on supply limits. Supply limits apply to Specialty Prescription Drug Products whether obtained at a retail pharmacy or through a mail order pharmacy.

Some Prescription Drug or Pharmaceutical Products for which Benefits are described under the Prescription Drug section of the Summary Plan Description (SPD) are subject to step therapy requirements. This means that in order to receive Benefits for such Prescription Drug or Pharmaceutical Products you are required to use a different Prescription Drug(s) or Pharmaceutical Product(s) first.

Also note that some Prescription Drug Products require that you notify us in advance to determine whether the Prescription Drug Product meets the definition of a Covered Health Service and is not Experimental, Investigational or Unproven.

If you require certain Prescription Drugs, we may direct you to a Designated Pharmacy with whom we have an arrangement to provide those Prescription Drugs. If you are directed to a Designated Pharmacy and you choose not to obtain your Prescription Drug from the Designated Pharmacy, no Benefit will be paid for that Prescription Drug Product.

Exclusions from coverage listed in the SPD apply also to this Prescription Drug section. In addition, the following exclusions apply:

## Exclusions

- [Outpatient Prescription Drugs obtained from a non-Network Pharmacy.]
- Coverage for Prescription Drugs for the amount dispensed (days' supply or quantity limit) which exceeds the supply limit.
- [Prescription Drugs dispensed outside the United States, except as required for Emergency treatment.]
- Drugs which are prescribed, dispensed or intended for use during an Inpatient Stay.
- Experimental, Investigational or Unproven Services and medications; medications used for experimental indications and/or dosage regimens determined to be experimental, investigational or unproven, unless UnitedHealthcare and the [Employer Legal Name] have agreed to cover.
- Prescription Drugs furnished by the local, state or federal government. Any Prescription Drug to the extent payment or benefits are provided or available from the local, state or federal government (for example, Medicare) whether or not payment or benefits are received, except as otherwise provided by law.
- Prescription Drugs for any condition, Injury, Sickness or mental illness arising out of, or in the course of, employment for which benefits are available under any workers' compensation law or other similar laws, whether or not a claim for such benefits is made or payment or benefits are received.
- Any product dispensed for the purpose of appetite suppression or weight loss.
- A Pharmaceutical Product for which Benefits are provided in the Summary Plan Description (SPD). [This exclusion does not apply to Depo Provera and other injectable drugs used for contraception.] [This exclusion does not apply to immunizations administered in a [Network] [,] [non-Network] [Network or non-Network] [or] [a Designated] Pharmacy.]
- Durable Medical Equipment. Prescribed and non-prescribed outpatient supplies, other than the diabetic supplies and inhaler spacers specifically stated as covered.
- General vitamins, except the following which require a Prescription Order or Refill: prenatal vitamins, vitamins with fluoride, and single entity vitamins.
- Unit dose packaging of Prescription Drugs.
- Medications used for cosmetic purposes.
- Prescription Drugs, including New Prescription Drugs or new dosage forms, that [Employer Legal Name] determine do not meet the definition of a Covered Health Service.
- [Prescription Drugs as a replacement for a previously dispensed Prescription Drug that was lost, stolen, broken or destroyed.]
- [Prescription Drugs when prescribed to treat infertility.]
- [Prescription Drugs when prescribed to prevent conception, including, but not limited to, oral contraceptives, diaphragms, Depo Provera and other injectable drugs used for contraception.]
- Prescription Drugs for smoking cessation.
- [Prescription Drugs not included on Tier-1[,], [or] [Tier-2][,], [or] [Tier-3][,], [or] [Tier-4] of the Prescription Drug List at the time the Prescription Order or Refill is dispensed.]
- [Compounded drugs that do not contain at least one ingredient that has been approved by the U.S. Food and Drug Administration and requires a Prescription Order or Refill. Compounded drugs that are available as a similar commercially available Prescription Drug. (Compounded drugs that contain at least one ingredient that requires a Prescription Order or Refill are assigned to Tier-[2] [3] [4]).] [Any prescription medication that must be compounded into its final form by the dispensing pharmacist, Physician, or other health care provider.]
- Drugs available over-the-counter that do not require a Prescription Order or Refill by federal or state law before being dispensed, unless the Plan Administrator has designated the over-the-counter medication as eligible for coverage as if it were a Prescription Drug and it is obtained with a Prescription Order or Refill from a Physician. Prescription Drugs that are available in over-the-counter form or comprised of components that are available in over-the-counter form or equivalent. Certain Prescription Drugs that the Plan Administrator has determined are Therapeutically Equivalent to an over-the-counter drug. Such determinations may be made up to six times during a calendar year, and the Plan Administrator may decide at any time to reinstate Benefits for a Prescription Drug that was previously excluded under this provision.
- New Prescription Drugs and/or new dosage forms until the date they are assigned to a tier by our Prescription Drug List Management Committee.
- [Growth hormone therapy.] [Growth hormone for children with familial short stature (short stature based upon heredity and not caused by a diagnosed medical condition).]
- [Any oral non-sedating antihistamine or antihistamine-decongestant combination.]
- [Any medication that is used for the treatment of erectile dysfunction or sexual dysfunction.]
- A particular Therapeutic Class or Therapeutic Classes. Please access [www.myuhc.com](http://www.myuhc.com) through the Internet or call Customer Care at the telephone number on your ID card for information on which Therapeutic Class or Therapeutic Classes are excluded.
- [Prescription Drugs when prescribed as sleep aids.]

- 
- A Prescription Drug that contains (an) active ingredient(s) available in and Therapeutically Equivalent to another covered Prescription Drug.
  - A Prescription Drug that contains (an) active ingredient(s) which is (are) a modified version of and Therapeutically Equivalent to another covered Prescription Drug.
  - A Prescription Drug typically administered by a qualified provider or licensed health professional in an outpatient setting [This exclusion does not apply to Depo Provera and other injectable drugs used for contraception].

**APPENDIX C - FORMS**

**FORMAL GRIEVANCE PRESENTATION**

**STEP TWO**  
**( Section 2.05 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

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GRIEVANCE FORM H DECISION OF PRINCIPAL

**STEP TWO**  
(Section 2.05 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

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**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

BETHEL LOCAL SCHOOLS  
7490 South State Route 201  
Tipp City, OH 45371

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

**Negotiated Agreement – Personal Leave – Article VII – Section 8.03**

- 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 employee'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 employee 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 than one-half (1/2) day segments.
- C. REQUEST FOR PERSONAL LEAVE
1. Leave days shall be requested by the employee 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 employee 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 employee shall complete a formal leave request form.
- D. APPROVAL OR DENIAL
1. The right for approval or denial of leave lies with the employee's immediate supervisor. In case of denial by the immediate supervisor, the reason shall be provided, in writing, to the teacher upon request. The employee may appeal the decision to the Superintendent's office.

**INSTRUCTIONS: EMPLOYEE TO COMPLETE REQUEST AND SUBMIT TO SUPERVISOR.  
IF APPROVED, SUPERVISOR TO NOTIFY EMPLOYEE, 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 Teacher

\_\_\_\_\_  
Signature of Administrator

BETHEL LOCAL SCHOOLS  
7490 South State Route 201  
Tipp City, OH 45371

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: \_\_\_\_\_  
Teacher Assignment: \_\_\_\_\_  
Meeting: \_\_\_\_\_  
Title or Name of Site to be Visited: \_\_\_\_\_  
Location: \_\_\_\_\_  
Date(s): \_\_\_\_\_  
Reason for Request: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Estimated Costs:  
Registration: \_\_\_\_\_  
Meals: \_\_\_\_\_  
Lodging: \_\_\_\_\_  
Travel: \_\_\_\_\_  
Estimated Total: \_\_\_\_\_

Is a Substitute Required?  
\_\_\_\_ Yes \_\_\_\_ No  
If "yes" for how many days? \_\_\_\_\_

The following portion will be completed by administration

-----  
\_\_\_\_\_ I recommend permission be granted  
\_\_\_\_\_ I do not recommend permission be granted

\_\_\_\_\_  
(Principal's Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_ I Approve \_\_\_\_\_ I do not approve

\_\_\_\_\_  
(Superintendent's Signature)

\_\_\_\_\_  
(Date)

BETHEL LOCAL SCHOOLS  
7490 South State Route 201  
Tipp City, OH 45371

APPLICATION FOR SICK LEAVE

EMPLOYEE'S NAME \_\_\_\_\_ DATE SUBMITTED \_\_\_\_\_

JOB ASSIGNMENT \_\_\_\_\_ APPROVED \_\_\_ DISAPPROVED \_\_\_  
DATE \_\_\_\_\_  
BY \_\_\_\_\_

The undersigned is hereby making application for the use of sick leave as provided in the Ohio Revised Code 3319.141 and indicates the use of such sick leave is justified for the following reason:

1. REASON FOR USE OF LEAVE:  
A. \_\_\_\_\_ Personal Illness      C. \_\_\_\_\_ Exposure to Contagious Disease  
B. \_\_\_\_\_ Personal Injury      D. \_\_\_\_\_ Illness, injury or Death in Immediate Family

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 physician and the dates consulted:

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
DATE(S) CONSULTED: \_\_\_\_\_

4. If D is checked above, please give the name, address and relationship of such member of your immediate family.

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
RELATIONSHIP: \_\_\_\_\_

5. I hereby request \_\_\_\_\_ day(s) of sick leave beginning \_\_\_\_\_ AM, PM \_\_\_\_\_, \_\_\_\_\_  
Date Year  
and ending \_\_\_\_\_ AM, PM \_\_\_\_\_, \_\_\_\_\_  
Date Year

\_\_\_\_\_  
(Signature of Employee)

If disapproved, state reason:

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

BETHEL LOCAL SCHOOLS  
7490 South State Route 201  
Tipp City, OH 45371

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 8.02 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

BETHEL LOCAL SCHOOLS  
7490 South State Route 201  
Tipp City, OH 45371

TUITION REIMBURSEMENT FORM

Name \_\_\_\_\_ Date \_\_\_\_\_

University \_\_\_\_\_ Term \_\_\_\_\_

COURSE NUMBER \_\_\_\_\_ QTY Hours \_\_\_\_\_ Semester Hours \_\_\_\_\_

COURSE TITLE \_\_\_\_\_

DESCRIPTION:

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

APPROVED \_\_\_\_\_ DISAPPROVED \_\_\_\_\_ Tuition Cost \$ \_\_\_\_\_

COURSE NUMBER \_\_\_\_\_ QTY Hours \_\_\_\_\_ Semester Hours \_\_\_\_\_

COURSE TITLE \_\_\_\_\_

DESCRIPTION:

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

APPROVED \_\_\_\_\_ DISAPPROVED \_\_\_\_\_ Tuition Cost \$ \_\_\_\_\_

Timelines:

Reimbursement year is from September 1 – August 31.

An official transcript is due by October 15 following reimbursement year.

Reimbursement will be paid by the first pay in December.

Reimbursement will be paid on the number of semester hours successfully completed.

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BETHEL LOCAL SCHOOLS  
7490 South State Route 201  
Tipp City, OH 45371

EVAULATION

*PLEASE SEE DISTRICTS TEACHER EVALUATION PROGRAM BOOKLET*

SIGNATURES

IN WITNESS HEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT THIS

28 DAY OF November, 2011.

BOARD OF EDUCATION  
BETHEL LOCAL SCHOOL DISTRICT

Imelda Whitaker  
PRESIDENT

Karen S. Newman  
TREASURER

Jeffrey L. Conell  
SUPERINTENDENT

BETHEL EDUCATION ASSN.

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OHIO EDUCATION ASSOCIATION

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William Leibensperger, Vice President  
Jim Timlin, Secretary-Treasurer  
Dennis M. Reardon, Executive Director

*The OEA will lead the way for continuous improvement of public education while advocating for members and the learners they serve.*

December 1, 2011

State Employment Relations Board  
65 East State Street, Twelfth Floor  
Columbus, Ohio 43215

RE: Bethel Education Association  
and  
Bethel Local School District Board of Education

Dear Board Members,

Please be advised that the Bethel Education Association/OEA/NEA and the Bethel Local School District Board of Education have successfully completed negotiations and ratifies a new collective bargaining agreement, an original and one copy of which is enclosed.

One additional copy and a SASE are also enclosed for Date/Time Stamp and return to my office.

Thank you for your cooperation.

Sincerely,

George Bozovich  
Labor Relations Consultant

Enclosure: (3)

cc: Erin Henry, BEA President  
Jeff Cassel, Superintendent

/ces

2011 DEC -5 P 12: 34  
STATE EMPLOYMENT  
RELATIONS BOARD



George M. Brown