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BARNESVILLE EXEMPTED VILLAGE SCHOOL DISTRICT

AND

BARNESVILLE EDUCATION ASSOCIATION O.E.A./N.E.A.

MASTER AGREEMENT

JULY 1, 2024 – JUNE 30, 2027

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ARTICLE I
RECOGNITION

1.1 RECOGNITION

The Barnesville Board of Education, hereinafter "Board of Education" or "Board," hereby recognizes the Barnesville Education Association/OEA/NEA-Local, hereafter the "Association"/"Union," as the sole and exclusive bargaining representative for the purposes of and as defined in Chapter 4117, Ohio Revised Code, for all professional, non-supervisory personnel (as certified by the State Employment Relations Board) both full and part-time whether under contract, either verbal or written, on leave, or on a per diem, hourly, or class-rate basis, employed or to be employed by the Board, performing or to perform any work currently being performed by bargaining unit members or any similar work including by way of illustration only, but not limitation: classroom teachers (K-12, Adult, Special, Vocational, and full-time substitutes), guidance counselors, librarians, media and program specialists, school social workers, attendance officers, school nurses, coordinators, department heads, visiting teachers, advising or critic teachers, tutors, mentors, and head teachers. The Union recognizes that the superintendent, assistant superintendent, administrative assistant, principals, Director of Technology, school psychologist, athletic director, and other administrative and supervisory personnel as defined in Chapter 4117 Ohio Revised Code are excluded from the bargaining unit. Board recognizes that Union representation will include any newly created position unless employment into the position is governed by Section 3319.02 of the Ohio Revised Code.

1.2 NO SUBCONTRACTING

It is agreed that there shall be no subcontracting of full or part-time bargaining unit work during the term of this Agreement.

ARTICLE II
NEGOTIATIONS PROCEDURE

2.1 PRINCIPLES

A. It is realized that all professional staff have the right to join, participate in, and assist the Association.

B. The legal rights inherent in the Revised Code of the State of Ohio and in the rulings and regulations of the Department of Education affecting professional personnel are in no way abridged by this Agreement.

C. "Good Faith" requires that the Association and the Board be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is

obligated to give its reasons. Good faith requires both parties to recognize negotiations as a shared process.

D. Each team will designate a spokesperson to be the chief negotiator for his/her respective side. Other members of either team may be called upon to speak by their respective spokesperson.

2.2 SCOPE OF BARGAINING

A. These negotiations are entered into between the Board and the Association for the purpose of establishing and setting forth, in writing, matters pertaining to wages, hours, terms and other conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement.

B. Such negotiations shall also serve as an orderly manner agreeable to both the Board and Association to resolve and adjust misunderstandings and/or misinterpretations of the Articles set forth herein as well as related matters concerning instructional staff members.

2.3 PROCEDURES FOR CONDUCTING NEGOTIATIONS

A. Negotiations shall be conducted by the Board representatives and the Association representatives. Each team will conduct negotiations in good faith. The team for each party shall be selected by the party they represent and shall not exceed five (5) members at one time, exclusive of lay or professional consultants. Either party may use professional consultants or negotiators in the course of negotiations. Each party will also be allowed up to two (2) observers, who may not participate in discussions. Both parties pledge that their representatives will be cloaked with the necessary powers and authority to make proposals, counterproposals, and consider concessions in the course of negotiations for the purpose of reaching agreement.

B. A request to start negotiations shall be submitted in writing by the Association president for the Association to the Superintendent for the Board or by the Superintendent to Association president. A mutually convenient initial meeting date shall be set within fifteen (15) days. The Board and Association representatives shall first adopt an agenda listing those issues which shall be negotiated. Upon setting the agenda, no issues shall be added to that agenda without the consent of both parties involved.

C. The Board's right to hire personnel and make policy for the school district is recognized.

D. Designated representatives of the Board shall meet at mutually agreed upon places and times with representatives of the Association for the purpose of affecting a free exchange of facts, opinions, and proposals in an effort to reach mutual

understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Following the initial meetings, as described in Section B., such additional meetings shall be held as the parties may require to resolve items under consideration. Duration and other arrangements of said meetings shall be determined by the negotiating teams. Unresolved issues shall be submitted upon request of either party to an advisory panel, as described in Section I.

E. Upon request of either party, the negotiations meeting shall be recessed to permit the requesting party a period of time, not to exceed thirty (30) minutes, to caucus, unless extended time is mutually agreed upon.

F. Prior to and during the period of negotiations, the Board and the Association agree to provide to each other, upon written request, all regularly and routinely prepared information concerning the issues under consideration. The request for information is to be on the basis of a reasonable time limit.

G. The parties agree that during the period of negotiations and prior to reaching agreement to be submitted to the Board and the Association, periodic progress reports to the respective parties shall be the responsibility of the respective teams.

H. As tentative agreement is reached on each issue, it shall be so noted and so initialed by each party. When consensus is reached covering the areas under discussion, the proposed agreement shall be reduced to writing as a tentative agreement and submitted to the Association and Board for approval. Following approval by the Association and by the Board, the Board shall, by resolution, adopt the Agreement as its official policy. Items agreed to shall be attached as Articles to this document and remain in effect for the duration of this Agreement. The Association agrees to abide by the terms of the Agreement and to take the necessary action to advise its members of the terms of the Agreement.

I. Thirty (30) days prior to the expiration date of this Agreement, the parties shall notify Federal Mediation and Conciliation Service (FMCS) of such negotiations. From that point (30 days prior), should an impasse occur, either party shall have the right to request the assistance of FMCS. In the event that agreement is not reached by the expiration date of the Agreement, then the Association shall have the right to proceed in accordance with Section 4117.14D(2) and Section 4117.18(C) of the Ohio Revised Code. Findings of the mediator shall not be binding on either party and shall be advisory only.

ARTICLE III
GRIEVANCE PROCEDURE

3.1 DEFINITION AND PROVISIONS

A. A grievance is a complaint involving an alleged violation, misinterpretation, or misapplication of the terms of the written Agreement.

B. The grievant shall mean the person or group alleging that a violation, misinterpretation, or misapplication of the Agreement occurred. A group grievance shall refer to an alleged violation affecting more than one (1) teacher in an identical or like manner. The term "grievant" shall include all members of the bargaining unit, any group of members acting as a class, or the bargaining agent itself acting on behalf of itself or for any member or group of members.

C. A day is a working day during the school year and Monday through Friday during summer vacation, exclusive of negotiated or federally recognized holidays.

D. Time limits stated shall be considered maximums unless extended by written mutual consent. Failure of the Administration or Board to respond or meet time limits shall result in granting of the relief sought.

Failure of the grievant to meet time limits shall be cause for the grievance to end at the last level of the procedure.

E. A grievance may be withdrawn at any level, upon written request, without prejudice or record.

F. A grievant has the right to a representative of choice at each level of the grievance procedure. No teacher or group of teachers may be represented by any organization other than the Association.

G. A group grievance affecting teachers in more than one building may be initiated at Level Three, with all principals involved receiving a copy of the grievance.

H. Nothing contained in this procedure shall be construed as limiting the rights of any individuals with a complaint or problem to discuss the matter informally with an administrator through normal channels of communication.

I. No reprisal or reprimand shall be made against any person for being a party to the proceedings herein stated.

J. In the event that any of the time limits specified in this procedure would be affected by any period when classes are not in session, the time limits may be extended to a mutually agreeable date.

K. Nothing contained herein shall limit or otherwise exclude any grievant from seeking redress from any governmental agency, regulatory body, or any court of law with jurisdiction over this school district, after exhausting the grievance procedure as prescribed by this Agreement, but preserving the right to file an Unfair Labor Practice in a timely fashion.

L. No grievance may be submitted to arbitration without the consent of the bargaining agent.

M. The administrator and/or Board who or which is involved in the grievance procedure at a specific step may waive the requirement of that level in writing, which shall result in the grievance automatically passing to the next step.

N. When either party requests consolidation of two or more grievances, the question as to whether or not consolidation shall occur shall be submitted to arbitration.

3.2 PROCEDURE

A. Level One

Any bargaining unit member with a grievance shall first discuss the matter informally with his/her immediate supervisor. This shall be a scheduled meeting at which either side may have representation.

B. Level Two

If the grievance is not resolved at Level One, a formal grievance may be filed by the bargaining unit member within fifteen (15) days of the aggrieved becoming aware of the violation, or should have reasonably become aware of the act. The written grievance shall include:

1. The alleged violation;
2. The section of the Agreement violated;
3. The relief sought;
4. The date of the filing.

The bargaining unit member's immediate supervisor shall then issue a written decision within five (5) days of his/her receipt of the formal grievance.

C. Level Three

If the grievance is not resolved at Level Two, the grievance may be appealed in writing to the Superintendent.

The appeal is to be made within five (5) days of the bargaining unit member's receipt of the immediate supervisor's Level 2 written decision. The Superintendent

shall hold a hearing within five (5) days of receiving the appeal. If the grievance is a group grievance, the Superintendent shall hold a hearing within 15 days of receiving the grievance. The Superintendent shall render a written decision within five (5) days of the hearing.

D. Level Four

If the grievance is not resolved at Level Three, the grievance may be appealed in writing to the Board. The appeal is to be made within five (5) days of receipt of the Superintendent's decision. The Board shall hold a hearing of the grievance within thirty (30) days of such and render a written decision within five (5) days of the hearing. The Board has the right to consider the grievance in executive session.

E. Level Five

If the grievant is not satisfied with the disposition of Level Four, he/she may request that the grievance be submitted to arbitration within ten (10) days after receipt of the written notice of the action taken by the Board.

The parties will jointly request a list of nine (9) arbitrators from the American Arbitration Association from which an arbitrator will be selected by the alternate strike method. The Association shall strike first. Their Voluntary Rules and Regulations shall apply.

All parties shall make every reasonable effort to schedule said arbitration outside of school hours and select an arbitrator who is willing to comply.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this collective bargaining contract, nor add to, detract from, or modify the language therein in arriving at his/her decision concerning any issue presented that is properly within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not so submitted to him/her or to submit observations or declaration of opinion which are not directly essential in reaching his/her decision.

The arbitrator shall in no way interfere with management prerogatives involving the Board's discretion, nor limit or interfere in any way with the powers, duties, and responsibilities of the Board under its policies, applicable law and rules and regulations having the force and effect of law, except as explicitly modified by this Agreement.

The arbitrator shall submit his decision to the grievant, the Board, the Superintendent, and the president of the Association. His/her decision shall be binding upon the parties. The arbitrator's decision shall be submitted within thirty (30) days of the hearing unless otherwise agreed by the parties. The cost of the

arbitrator's services shall be paid 100% by the losing party and 0% by the winning party. The arbitrator must determine the winner and loser. If the decision is unclear, it shall be considered a split decision.

ARTICLE IV
ASSOCIATION RIGHTS

4.1 ASSOCIATION MEETINGS

A. The Association shall have the right to use school buildings without charge for B.E.A. meetings after the teacher work day at times custodian is normally on duty. If the Association is given permission to hold a meeting at times when the custodian is not present, the building principal will determine what charges will be made for custodial time or other services and will provide the Association with an estimate of these charges prior to the meeting.

B. Association meetings shall not interfere with instructional programs or extracurricular activities. In each building the principal will develop an informal method by which the Association must provide advance written notice of a request to use a building for a meeting.

4.2 USE OF EQUIPMENT

A. The Association may use school equipment, provided they are not required for any school business or activity.

B. The Association will generally supply its own consumable supplies. For uses which require sizable amounts of paper or repeated uses, the Association will supply the consumable supplies. The school principal shall make the determination authorizing use of school supplies by the Association.

C. The Association assumes financial responsibility for loss or damage to school equipment which is caused by Association use.

4.3 SCHOOL MAIL & BULLETIN BOARDS

A. The Association may use the interschool mail service. All applicable postal regulations will be adhered to. The Association will pay all actual costs incurred by the Board if the Board is required to charge for this privilege.

B. Board-provided bulletin boards in building office areas and teacher preparation areas shall have designated sections for Association use.

C. Association identification will be permitted in designated bulletin board sections, in teacher preparation areas, and on bargaining unit members' personal property.

4.4 DEDUCTION OF DUES

A. Payroll deduction of dues for the Association and its affiliates shall be authorized.

B. Written authorization for payroll deduction must be provided by the teacher. The Association treasurer shall submit all authorizations to the clerk/treasurer prior to September 15.

C. Authorization will continue in succeeding years unless a written withdrawal is given to the Board treasurer prior to September 15 annually. Within five (5) days of receipt of such request, the clerk/treasurer will notify the Association president of the names of said teachers.

D. Deductions will be made in two (2), four (4), six (6), or twenty-six (26) equal installments beginning with the first pay in the new contract year. Total deductions shall be given to the Association treasurer following the first pay of deductions, along with a list of the names for whom deductions were made.

E. If a teacher leaves employment during the deduction period, the remainder of the dues shall be deducted equally among remaining pay periods.

F. The Association will indemnify the Board and the Board treasurer for all deductions made under these provisions.

4.5 ASSOCIATION BUSINESS

A. B.E.A. officers may leave their assigned buildings for emergency during conference planning periods. The officer shall notify his/her supervising principal prior to leaving the building.

B. The conduct of this emergency business shall not interfere with instruction.

C. Any Association representative shall first report to the principal's office when entering a school building during the teacher work day. Such report shall include the person(s) to be seen.

4.6 ASSOCIATION LEAVE

The Association shall be provided seven (7) days leave annually to carry out Association business, or to attend meetings, workshops, or conferences. The Association president and/or designee shall be permitted the use of such leave upon request. Such leave may be taken in whole or half days. Substitutes shall be provided and paid by the Board.

4.7 NO REPRISAL CLAUSE

There shall be no reprisals of any kind taken against any teacher by reason of their membership in the Association or participation in any of its activities.

ARTICLE V
MANAGEMENT RIGHTS

5.1 Management shall retain all management rights as given to them by O.R.C. 4117.08, except as modified or limited by the specific written terms of this Agreement.

ARTICLE VI
EMPLOYMENT

6.1 INDIVIDUAL CONTRACTS

All teachers employed by the Board shall receive written contracts. The contract shall include:

1. Name of the teacher
2. Name of the school district
3. Type of contract
4. Duration
5. Annual salary and basis for determining the amount. Such information shall be given only for the initial year of a multi-year contract and said information will be provided in the annual salary notification thereafter during the term of the Agreement.
6. Contracts shall provide for appropriate signatures and dates. Supplemental contracts shall include the name of the duty, the time period said duty is to be performed, and payment period for said duty.

6.2 SEQUENCE OF LIMITED CONTRACT ISSUE

A. The normal sequence of issuing of limited regular contracts shall be:

1. Upon initial employment, a one (1) year contract.
2. The second contract, a one (1) year contract.
3. The third contract, a one (1) year contract.
4. The fourth contract, a three (3) year contract.
5. The fifth contract, a five (5) year contract.

After the first five (5) year contract, subsequent contracts to be offered will be five (5) year contracts.

B. A teacher issued a contract of less duration than stated in Article VI, 6.3 shall be given reasons based on written evaluation and shall be allowed a conference with the superintendent to discuss the reasons.

C. In the event that a candidate for employment has five (5) or more years successful teaching experience in another school district, they may be offered a multiple-year contract (not to exceed three years) upon initial employment.

6.3 CONTINUING CONTRACTS

A. Continuing contracts will be dealt with in accordance with O.R.C. Section 3319.11.

B. A teacher becoming eligible for a continuing contract during the term of a limited contract shall notify the Superintendent of his/her eligibility on or before October 1 of the school year. On or before April 1 of the school year, the teacher shall provide to the Superintendent proof of his/her eligibility for a continuing contract. The teacher's request for continuing contract status shall then be considered by the Board of Education at the next April Board meeting. If a teacher's request for continuing contract status is denied, the Board shall not be required to give reasons for the denial and the teacher shall continue in his/her limited contract.

C. If the teacher is awarded a continuing contract, the effective date of the contract shall be the date of Board action on the teacher's contract.

6.4 RESIDENT EDUCATOR

A. Effective with the 2023-24 school year, this provision shall be automatically amended to incorporate changes set forth in Ohio law and those required by the Ohio Department of Education.

B. The mentor program does not replace the employment evaluation which will determine continued employment. A mentor shall not participate in the evaluation of the classroom teacher. To the extent permitted by law, confidentiality will be maintained between mentor and resident educator.

C. During each year of the resident educator's program, the lead mentor shall be compensated at the rate of thirteen hundred dollars ($1,300.00) per year. The newly established position of Mentor/Facilitator shall be compensated at a rate of seven hundred and fifty dollars ($750.00) in year one, and eight hundred and fifty dollars ($850.00) in year 2 of the position. The lead mentor will be selected by the Superintendent/designee. Mentor/facilitator(s), with input from the lead mentor, will be selected by the Superintendent/designee. If a mentor/facilitator is assigned for less than one (1) academic year, compensation shall be prorated. All

mentor/facilitators, including those who have already mentored in prior years, will be subject to approval each year by the Superintendent/designee.

D. Mentor requirements are as follows:

1. Possess a valid 5 year professional license or a 2 year provisional license renewed two or more times
2. 5 years teaching experience
3. Recent classroom experience within the last 5 years
4. Attend ODE training
5. Meet with resident educator at least 36 times for 30 minutes each per school year
6. Attend 4 local district meetings each school year
7. Turn in all ODE required forms
8. Formally visit Resident Educator's room 3 times each school year.

E. The mentor will submit to the Treasurer's office a statement verifying that mentoring duties of the mentor have been completed. The statement shall be verified by the building principal, and shall be submitted by the last working day of each year.

F. Mentors shall communicate directly with the resident educator and shall, to the extent permitted by law, keep the communication confidential.

No mentor shall participate in any formal or informal contractual evaluation of a resident educator. No mentor shall be directed, required, or requested to make any recommendation regarding the employment of a resident educator in the resident educator program.

If at any time the mentor or resident educator believes that a mentor change may be necessary, then both parties shall notify the Superintendent who will decide to continue the relationship, or assign a new mentor.

6.5 RESIGNATION/RETIRE NOTIFICATION

Any certified staff member who plans to retire/resign effective at the end of the school year and submits a letter of resignation to the Barnesville Board of Education on or before December 1 will receive a $500 stipend to be paid in January of the following calendar year.

6.6 PERSONNEL FILES

A. Location

The Board shall maintain an official personnel file for each teacher in the Administrative Center. All items in the file shall show the date of filing. All documents in the file shall be signed or identified as to source.

B. Each teacher has the right to examine his/her file upon request. The teacher may be accompanied by a representative. The teacher has the right to attach written documents to any item in the file.

C. Security

The file shall not be removed from the Administrative Center by the teacher. (Copies may be obtained).

D. Administrator Files

Nothing in this Agreement shall prevent any administrator from maintaining a filing system for personal use. Nothing contained in an administrator's personal file shall be a part of an employee's personnel file.

E. Contents

1. Each file shall contain a record of when and why the file was opened. Exceptions to this provision are:

    i. The filing of items;
    ii. Obtaining information for required reports;
    iii. Routine personnel functions performed by central office employees.

2. Personnel files shall contain some or all of the following:

    i. Application for employment including references;
    ii. Copy of the latest contract and/or salary notice;
    iii. Teaching certificate (copy);
    iv. Official transcript of college credit;
    v. Record of military service;
    vi. Evaluation forms;
    vii. Letters of reprimand/commendation.

F. Right to Respond

1. Any teacher shall have the opportunity to read any material which may be considered critical of his/her conduct, service, character, or personality before it is placed in his/her personnel file. A teacher shall acknowledge that he/she has read the material by affixing his/her signature to the copy to be filed. His/her signature shall not indicate agreement with the content of the material, but indicates only that the material has been inspected by the teacher. He/she shall also have the opportunity to reply to such critical material in a written statement to be attached to the file copy. Upon the teacher's request, written reprimands and/or critical letters or those of a disciplinary nature will be removed from the teacher's personnel file

providing that five (5) years have elapsed after the effective date of the document and providing that there are no intervening reprimands or critical or disciplinary letters during the five (5) year period.

2. Anonymous letters or material shall not be placed in the teacher's file nor shall they be made a matter of record.

3. Material shall be removed from a teacher's personnel file when he/she claims that it is inaccurate or unfair as sustained by the grievance procedure.

6.7 NON-DISCRIMINATION CLAUSE

The Barnesville Board of Education shall be an Equal Opportunity employer and shall not discriminate against any employee on the basis of race, color, national origin, age, sex, religion, marital status, or handicap.

ARTICLE VII
PAYROLL

7.1 EDUCATIONAL STATUS CHANGE EFFECTIVE DATE

If a certified member of the bargaining unit changes his/her educational status during the contract year, the following adjustments shall take place.

A. A new salary notification shall be issued immediately indicating any monetary change, and shall become effective upon completion of the applicable coursework, as confirmed by the bargaining unit member's official transcript, and pursuant to the following schedule:

Coursework Confirmed Date	Effective Payment Period
By August 1st of each school year	First Pay in School Year

B. Only those graduate level courses obtained after being placed at the 150 Hour column on the salary index will be applied toward the attainment of the MA+15 status, provided these hours were not part of the required Masters' Program.

C. The adjustment is effective on the payment date set forth above in the school year in which notification is provided.

7.2 PAYROLL DEDUCTION OF FAIR SHARE FEE

The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Barnesville Education Association, a fair share fee for the Association's representation of such non-members during the term of this Contract.

No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

7.3 NOTIFICATION OF THE AMOUNT OF FAIR SHARE FEE

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

7.4 SCHEDULE OF FAIR SHARE FEE DEDUCTIONS

A. All Fair Share Fee Payers

Payroll deduction of such fair share fees shall commence on the first pay date which occurs on or after January 15 annually. In the case of bargaining unit employees hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the latter of:

1. Sixty (60) days in a bargaining unit position (which shall be the required probationary period);
2. January 15.

B. 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.

7.5 TRANSMITTAL OF DEDUCTIONS

The Board further agrees to accompany each such transmittal with a list of the 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.

7.6 PROCEDURE FOR REBATE

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

B. Upon timely demand, nonmembers may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

C. The Association on behalf of itself and the OEA and NEA agrees to indemnify and hold the Board harmless from any claims, actions, demands, suits, damages, awards, fines, and court costs incurred as a result of the implementation and enforcement of this provision provided that:

1. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a nonmember for which indemnification may be claimed;

2. The Association shall reserve the right to designate counsel to represent and defend the employer;

3. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;

4. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provisions herein.

7.7 TUITION REIMBURSEMENT

A. A sum of twenty thousand dollars ($20,000) for each year will be made available for tuition reimbursement granted under this Article.

B. Upon completion of graduate work in the teacher's area of certification with a grade of "B" or better obtained at an accredited college or university, the Board will reimburse up to one hundred (100%) percent of the actual cost to take the graduate hours. Payments will be prorated on the basis of total cost of reimbursement semester hours.

C. Where graduate work to be taken is outside the teacher's field of certification, he/she shall first secure written approval of the Superintendent. To be eligible for this reimbursement benefit:

1. Teachers must not be reimbursed by another agency and be eligible to receive this stipend.

2. Teachers, regardless of certification, must notify the treasurer in writing prior to commencement of the graduate course.

3. The funds will be applied toward graduate courses completed during the year (July 1-June 30) and paid the following September.

4. Teachers must return as employees of the Barnesville Exempted Village School District for 180 days of service following completion of the course.

D. Undergraduate coursework and C.E.U.'s may be eligible for reimbursement under this provision. In order for such eligibility, the undergraduate work and C.E.U.'s must be required to maintain or upgrade a current certificate or meet a curricular need as determined by the Board/Superintendent. Written prior approval of these undergraduate courses from the Superintendent is required for reimbursement. All other requirements of the Article shall apply.

E. Each participant under this program shall be limited to reimbursement for no more than twelve (12) semester hours during any one (1) fiscal year.

F. Any participant seeking payment must complete the Tuition Reimbursement Application, to which a copy of a transcript and fee receipt showing the number of hours earned is attached.

7.8 SALARY NOTIFICATION

Salary notification due on or before July 1 shall be waived during those years when salaries are being negotiated.

7.9 METHOD OF PAYMENT

All staff will utilize direct deposit.

7.10 EXPENSE REIMBURSEMENTS

The Board agrees to reimburse bargaining unit coaches/advisors for the following expenses:

Pupil Activity Validation (PAV) Certificate – Not to exceed $45.00 for a three (3) year certificate, $60.00 for a four (4) year certificate, $75.00 for a five (5) year certificate

CPR Certification – Not to exceed $25.00 every two (2) years
Fundamentals of Coaching On-line Training – Not to exceed $65.00 lifetime

A copy of the certificate verifying completion of the course and a receipt verifying payment must be submitted to the treasurer's office to receive reimbursement.

ARTICLE VIII
COMPENSATION

8.1 SALARY

A. Salaries in the Barnesville Exempted Village School District shall be calculated according to the negotiated index. The starting salary $44,219.83 (3.00%) shall be effective July 1, 2024. Effective July 1, 2025, the starting salary shall be $45,546.42 (3.00%) Effective July 1, 2026, the starting salary shall be $47,368.28 (4.00%) based on the salary index listed in this contract.

B. All teaching personnel will be employed as per the negotiated salary schedule and placed on a step of the salary schedule commensurate with the individual teacher's experience as defined and allowed by the O.R.C. 3317.13 (A)(1), (2), (3), and (4) and shall be granted credit for all years of teaching experience pursuant to this section.

C. The Association and the Board agree that the LPN and RN can only change their educational status and move horizontally on the salary schedule for coursework related to the nursing profession as approved by the Superintendent.

8.2 TEACHER PROFESSIONAL ORGANIZATION STIPENDS

Consistent with Rule 3307-6-01 of the Ohio Administrative Code, the Board will pay a stipend to the Association officers according to the BEA Constitution and Bylaws. The Association shall certify the stipend amounts to the Board's Treasurer, which can in no event exceed the maximum allowed by Rule 3307-6-01. The Association shall promptly and fully reimburse the Board for the total cost of stipends, including any applicable retirement costs. This provision shall be effective July 1, 2012.

8.3 STUDENT TEACHER SUPERVISION

Those teachers who agree to provide supervision to student teachers shall be paid 85% of the amount forwarded to the district from the cooperating college or university for the cooperating teacher. Any placement divided between two (2) teachers shall result in each teacher receiving 50% of the 85% payment. The superintendent/designee shall decide the teacher who will be offered the chance to provide supervision. Payment shall be provided upon successful completion as verified by the building principal in consultation with the college.

8.4 SALARY INDEX

A. Salary Index effective July 1, 2021

Step	LPN	RN	Bachelors	Bachelors 150 +	Masters	Masters + 15
0	0.54642	0.76371	1.00000	1.03637	1.08828	1.14019
1	0.57374	0.79468	1.03637	1.08282	1.13200	1.18846
2	0.60106	0.82555	1.07089	1.11469	1.17562	1.23673
3	0.62838	0.88738	1.10550	1.15376	1.21933	1.28418
4	0.65570	1.00933	1.14010	1.19292	1.26305	1.33326
5	0.68302	1.04020	1.17480	1.23217	1.30676	1.37698
6	0.71034	1.07116	1.20941	1.27042	1.35057	1.42980
7	0.73767	1.09848	1.24392	1.31040	1.39428	1.47806
8	0.76499	1.12581	1.27853	1.34956	1.43790	1.52633
9	0.79231	1.15313	1.31314	1.38881	1.49063	1.57460
10	0.81963	1.18045	1.34783	1.42797	1.52542	1.62286
11	0.85569	1.20777	1.38235	1.46713	1.56904	1.67113
13	0.86498	1.22143	1.39601	1.48080	1.58827	1.68479
15	0.87427	1.23509	1.40967	1.49446	1.59636	1.69845
20	0.90159	1.26241	1.43699	1.52178	1.62368	1.72577
23	0.92891	1.28973	1.52806	1.61285	1.71475	1.81684
24	0.92891	1.31705	1.56267	1.65201	1.75838	1.86511
25	0.95623	1.34437	1.59727	1.69117	1.80200	1.91338
26	0.98355	1.34437	1.59727	1.69117	1.80200	1.91338
27	0.98355	1.37437	1.62727	1.72117	1.83200	1.94338
28	1.01355	1.40437	1.65727	1.75117	1.86200	1.97338
29	1.04355	1.43437	1.68727	1.78117	1.89200	2.00338
30	1.07355	1.43437	1.68727	1.78117	1.89200	2.00338

B. Though the position of LPN and RN are no longer recognized by the Ohio Department of Education and Workforce, these indexes will remain in the event that Ohio law changes. Pursuant to ORC 3313.68(A) & (B), the position of Registered nurse must be a Registered Nurse, holding a bachelor's degree and a currently valid license issued under Chapter 4723 of the Revised Code.

C. The Association and the Board agree that the LPN and RN can only change their educational status and move horizontally on the salary schedule for coursework related to the nursing profession as approved by the Superintendent.

8.5 EXTRA DUTY SALARY SCHEDULE

A. The Barnesville Board of Education agrees to the extra-duty schedules appended herein.

B. All salaries will be based on B.A. minimum at 0 step of the regular salary schedule.

C. Special education teachers shall receive released time of two days to facilitate the preparation of I.E.P.'s. A special education teacher may request additional release time to facilitate the preparation of I.E.P.'s; however, such request must be approved in advance by the Special Education Director or Superintendent's designee. The Board shall provide substitutes.

D. The duration of all supplemental contracts shall be one year. No supplemental contract will be automatically renewed and the notice of non-renewal requirements contained in ORC 3319.11 shall not apply to supplemental contracts. The most qualified applicant as determined by the Superintendent shall be granted the position. The manner in which supplemental positions are awarded may not be grieved. Supplemental contracts shall be nonrenewed by the Board of Education on the following schedule:

Fall Supplementals: December Board Meeting
Winter Supplementals: March Board Meeting
Spring Supplementals and Academic Supplementals: June Board Meeting

A person will not be employed in two athletic supplemental positions during the same season.

The Board will issue employee-only athletic passes.

E. The Board will post the following supplemental positions in accordance with the Extra Duty Salary Schedule: middle school yearbook, elementary school yearbook, drama club assistant (.05), auxiliary band director (.05).

F. Nothing contained herein shall compel the Superintendent to fill any vacancy whether in a pre-existing position, vacancy in a position newly-created hereby, or any other position.

G. Index is based on B.A. minimum

Boys' Sports	0	1	2	3	4	5	6	7	8	9	10
Head Football	0.165	0.167	0.169	0.171	0.173	0.175	0.177	0.179	0.181	0.183	0.185
Head Basketball	0.155	0.157	0.159	0.161	0.163	0.165	0.167	0.169	0.171	0.173	0.175
Head Wrestling	0.155	0.157	0.159	0.161	0.163	0.165	0.167	0.169	0.171	0.173	0.175
Head Baseball	0.077	0.079	0.081	0.083	0.085	0.087	0.089	0.091	0.093	0.095	0.097
Head Track	0.077	0.079	0.081	0.083	0.085	0.087	0.089	0.091	0.093	0.095	0.097
Head Golf	0.050	0.079	0.081	0.083	0.085	0.087	0.089	0.091	0.093	0.095	0.097
Football Offensive Coordinator	0.100	0.102	0.104	0.106	0.108	0.110	0.112	0.114	0.116	0.118	0.120
Football Defensive Coordinator	0.100	0.102	0.104	0.106	0.108	0.110	0.112	0.114	0.116	0.118	0.120
Assistant Football	0.085	0.087	0.089	0.091	0.093	0.095	0.097	0.099	0.101	0.103	0.105
Assistant Basketball	0.059	0.061	0.063	0.065	0.067	0.070	0.072	0.074	0.076	0.078	0.080

Assistant Wrestling	0.059	0.061	0.063	0.065	0.067	0.070	0.072	0.074	0.076	0.078	0.080
Assistant Track	0.050	0.052	0.054	0.056	0.058	0.060	0.062	0.064	0.066	0.068	0.070
Assistant Baseball	0.050	0.052	0.054	0.056	0.058	0.060	0.062	0.064	0.066	0.068	0.070
Cross Country	0.050	0.052	0.054	0.056	0.058	0.060	0.062	0.064	0.066	0.068	0.070
Girls' Sports	0	1	2	3	4	5	6	7	8	9	10
Head Volleyball	0.077	0.079	0.081	0.083	0.085	0.087	0.089	0.091	0.093	0.095	0.097
Head Basketball	0.155	0.157	0.159	0.161	0.163	0.165	0.167	0.169	0.171	0.173	0.175
Head Track	0.077	0.079	0.081	0.083	0.085	0.087	0.089	0.091	0.093	0.095	0.097
Head Softball	0.077	0.079	0.081	0.083	0.085	0.087	0.089	0.091	0.093	0.095	0.097
Assistant Volleyball	0.05	0.052	0.054	0.056	0.058	0.06	0.062	0.064	0.066	0.068	0.07
Assistant Track	0.05	0.052	0.054	0.056	0.058	0.06	0.062	0.064	0.066	0.068	0.07
Assistant Basketball	0.059	0.061	0.063	0.065	0.067	0.07	0.072	0.074	0.076	0.078	0.08
Assistant Softball	0.05	0.052	0.054	0.056	0.058	0.06	0.062	0.064	0.066	0.068	0.07
Head Cheerleading Coach	0.05	0.052	0.054	0.056	0.058	0.06	0.062	0.064	0.066	0.068	0.07
Assistant Cheerleading Coaches	0.03	0.032	0.034	0.036	0.038	0.04	0.042	0.044	0.046	0.048	0.05
Head Cross Country Coach	0.05	0.052	0.054	0.056	0.058	0.06	0.062	0.064	0.066	0.068	0.07
Boys'/Girls' Sports	0	1	2	3	4	5	6	7	8	9	10
Head Swimming	0.077	0.079	0.081	0.083	0.085	0.087	0.089	0.091	0.093	0.095	0.097
Assistant Swimming	0.025	0.027	0.029	0.031	0.033	0.035	0.037	0.039	0.041	0.043	0.045
Head Cross Country	0.077	0.079	0.081	0.083	0.085	0.087	0.089	0.091	0.093	0.095	0.097
Assistant Cross Country	0.025	0.027	0.029	0.031	0.033	0.035	0.037	0.039	0.041	0.043	0.045
Head Golf Coach	0.077	0.079	0.081	0.083	0.085	0.087	0.089	0.091	0.093	0.095	0.097
Head Bowling Coach	0.077	0.079	0.081	0.083	0.085	0.087	0.089	0.091	0.093	0.095	0.097
Supplementals	0	1	2	3	4	5	6	7	8	9	10
Instrumental Music Director	0.100	0.102	0.104	0.106	0.108	0.110	0.112	0.114	0.116	0.118	0.120
Asst. Instrumental Music Director	0.050	0.052	0.054	0.056	0.058	0.060	0.062	0.064	0.066	0.068	0.070
High School Vocal Music	0.050	0.052	0.054	0.056	0.058	0.060	0.062	0.064	0.066	0.068	0.070
Senrab	0.080	0.082	0.084	0.086	0.088	0.090	0.092	0.094	0.096	0.098	0.100
Student Council H.S.	0.030	0.032	0.034	0.036	0.038	0.040	0.042	0.044	0.046	0.048	0.050
F.T.A.	0.010	0.012	0.014	0.016	0.018	0.020	0.022	0.024	0.026	0.028	0.030
Middle School Yearbook	0.080	0.082	0.084	0.086	0.088	0.090	0.092	0.094	0.096	0.098	0.100
K-4 Year Book	0.080	0.082	0.084	0.086	0.088	0.090	0.092	0.094	0.096	0.098	0.100
Interact Adviser	0.010	0.012	0.014	0.016	0.018	0.020	0.022	0.024	0.026	0.028	0.030
National Honor Society	0.010	0.012	0.014	0.016	0.018	0.020	0.022	0.024	0.026	0.028	0.030
Key Club	0.010	0.012	0.014	0.016	0.018	0.020	0.022	0.024	0.026	0.028	0.030
Art Club/Art Fair	0.020	0.022	0.024	0.026	0.028	0.030	0.032	0.034	0.036	0.038	0.040
Jr. Class Advisor	0.035	0.037	0.039	0.041	0.043	0.045	0.047	0.049	0.051	0.053	0.055
Sr. Class Advisor	0.035	0.037	0.039	0.041	0.043	0.045	0.047	0.049	0.051	0.053	0.055

Sophomore Class Advisor	0.035	0.037	0.039	0.041	0.043	0.045	0.047	0.049	0.051	0.053	0.055
Freshman Class Advisor	0.035	0.037	0.039	0.041	0.043	0.045	0.047	0.049	0.051	0.053	0.055
Destination Imagination Advisor	0.030	0.032	0.034	0.036	0.038	0.040	0.042	0.044	0.046	0.048	0.050
Jr. High Vocal	0.030	0.032	0.034	0.036	0.038	0.040	0.042	0.044	0.046	0.048	0.050
Elem. Computer Assistant	0.030	0.032	0.034	0.036	0.038	0.040	0.042	0.044	0.046	0.048	0.050
Middle School Computer Assistant	0.030	0.032	0.034	0.036	0.038	0.040	0.042	0.044	0.046	0.048	0.050
H.S. Computer Assistant	0.030	0.032	0.034	0.036	0.038	0.040	0.042	0.044	0.046	0.048	0.050
Spelling Bee Coordinator	0.025	0.027	0.029	0.031	0.033	0.035	0.037	0.039	0.041	0.043	0.045
M.S. Student Council	0.030	0.032	0.034	0.036	0.038	0.040	0.042	0.044	0.046	0.048	0.050
Title I Coordinator	0.200	0.202	0.204	0.206	0.208	0.210	0.212	0.214	0.216	0.218	0.220
Drama Club Assistant	0.050	0.052	0.054	0.056	0.058	0.060	0.062	0.064	0.066	0.068	0.070
Auxiliary Band Director	0.050	0.052	0.054	0.056	0.058	0.060	0.062	0.064	0.066	0.068	0.070

H. The position of Interact Advisor shall only be filled if the supplemental salary of the person holding the position can be paid using funds provided by the Rotary or other outside source.

I. The administrative staff shall attempt to construct TEACHING schedules in such a manner to allow one person to take primary responsibility of the instrumental programs and one to take primary responsibility of the vocal programs if possible. Furthermore, the SUPPLEMENTAL positions of Instrumental Music Director, Jr High Vocal and High School Vocal Music shall be attached and the responsibility of said teacher in the corresponding position. If there is only one (1) full-time employee in the music department (grades 5-12), the supplemental positions of Jr. High Vocal and High School Vocal may be offered to other employees through the bidding procedure, if the current employee agrees he/she cannot fulfill the vocal supplemental duties.

8.6 SUPPLEMENTAL CONTRACT PAYOUT

The treasurer will pay for supplemental contract duties upon completion of contract.

8.7 EXTENDED SERVICE

A. Extended service shall be provided to the following positions as set forth in this Section.

Vocational Agriculture (full unit) 45 days

Additional days of extended service will be granted to the Vocational Agricultural Instructor. If the District receives reimbursement monies for these additional days

from the Ohio Department of Education's Department of Career-Technical and Adult Education (Agricultural 5th Quarter Grant). The additional days worked will be in excess of the forty-five (45) extended days already paid. It is further agreed that these additional days must be used to accomplish the goals and measurable outcomes described in the approved grant application.

High School Guidance	20 days
Elem/Middle Guidance	20 days

B. Calculation of extended service salary:
Extended Service salary shall be calculated as follows: The individual's regular teaching salary shall be divided by 184 to yield a per diem rate. This rate shall be multiplied by the number of extended service days to calculate the amount of extended service salary.

8.8 JOB DESCRIPTIONS

A. A third-party consultant may be chosen by the Board and the Association to recommend job descriptions.

B. The Superintendent/designee and BEA President/designee shall meet to discuss the recommended job descriptions. Based on the job descriptions, the Superintendent/designee and BEA President/designee will also prepare an evaluation form. The Superintendent and BEA President may each appoint two (2) additional committee members to make recommendations regarding job descriptions and the evaluation form.

C. Job descriptions and evaluation forms shall be approved by the Board and the BEA.

D. If the Superintendent/designee and BEA President/Designee are unable to reach agreement on a recommendation to the Board and BEA, or the Board and BEA do not approve the recommendation of the Superintendent or BEA President/Designee, job descriptions and the forms which could not be agreed upon will be submitted to an arbitrator. The Arbitrator hearing and arbitrator will be selected using expedited Arbitration.

8.9 SEVERANCE PAY

The severance pay allocation for certified employees of the Barnesville Exempted Village School District shall be computed at the rate of 1/4 of the unused sick leave accumulated at the time of retirement up to a maximum of 330 days. The per diem rate of pay in effect at retirement will determine such pay. Payment shall be made to the estate of any bargaining unit member who dies before receiving this severance benefit.

8.10 BOARD PICKUP OF EMPLOYEE CONTRIBUTIONS TO STRS

A. For purposes of this section, total annual salary and salary per pay period for each teacher shall be the salary otherwise payable under this Agreement on his/her contract. The total annual salary and salary per pay period of each teacher shall be payable by the Board in two parts: (1) deferred salary and (2) cash salary. A teacher's deferred salary shall be equal to that percentage of said teacher's total annual salary or salary per pay period which is required from time to time by State Teachers' Retirement System (STRS) to be paid as an employee contribution by said teacher and shall be paid by the Board to STRS on behalf of said teacher as a "pickup" of the STRS employee contribution otherwise payable by said teacher. A teacher's cash salary shall be equal to said teacher's total annual salary or salary per pay period less the amount of the pickup for said teacher and shall be payable, subject to the applicable payroll deductions, to said teacher.

B. The Board's total combined expenditures for teachers' total annual salaries otherwise payable under their contracts and applicable Board policies including pickup amounts and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this Article not been in effect.

C. The Board shall compute and remit its employer contributions to STRS based upon total annual salary, including the "pickup." The Board shall report for Federal and Ohio income tax purposes as an employee's gross income said employee's total salary less the amount of the "pickup." The Board shall report for municipal income tax purposes as a teacher's gross income said teacher's total annual salary, including the amount of the "pickup." The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.

D. The "pickup" shall be included in the teacher's total annual salary for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or any other similar purpose. The "pickup" shall apply to all payroll payments made forty-five (45) days after the execution of this Agreement.

E. The Board shall pay an additional 2.3% of STRS contributions for a total of 16.3%; and certificated contributions shall be reduced from 10.0% to 7.7%. The Board shall not be required to pay the additional 2.3% STRS contributions to employees hired after July 1, 2004. Any employee hired prior to July 1, 2004 who is laid off and subsequently recalled shall continue to be eligible for the 2.3% STRS contribution paid by the Board, provided they were not employed with another school district subsequent to their layoff from Barnesville Exempted Village School District.

ARTICLE IX
BENEFITS

9.1 INSURANCE

A. Medical

The Board agrees to contribute to the cost of an employee's medical benefits including family coverage, where applicable, in accordance with the following formula:

Heath/dental/optical insurance (includes prescription drug coverage)

1. All (full time) employees effective July 1, 2024 – 88% of the monthly premium.

   NOTE: Insurance Cap has been removed from the contract.

   Insurance premiums are not to exceed the "Cadillac Tax" threshold. If this occurs, the Insurance committee along with the BEA President shall recommend plan design changes to the BOE.

2. Part-time teachers (4 hours or less) 40% of the monthly premium.

B. Life Insurance

The Board of Education shall provide a $30,000 group term life insurance policy for all certificated employees in the Barnesville Exempted Village School District.

C. Deductible

Employees will be required to pay the deductible on the following schedule:

1. All (full time) employees effective July 1, 2024 – Employees will be required to pay the first $500 of their deductible for a family plan and the first $250 of their deductible for a single plan.

   All (full time) employees effective July 1, 2025 – Employees will be required to pay the first $500 of their deductible for a family plan and the first $250 of their deductible for a single plan.

   All (full time) employees effective July 1, 2026 – Employees will be required to pay the first $500 of their deductible for a family plan and the first $250 of their deductible for a single plan.

D. Optional Health Savings Account Plan

1. The Board will provide an Optional Health Savings Plan in which an employee can choose to enroll in year 2 of the contract.

2. The employee will pay the same share of the premium as they do for the Health/Dental/Optical Insurance set forth above, but on a calendar year basis.

3. For the duration of the contract, the Board will make a contribution of $1,600 per year for a single plan and $3,200 per year for the family plan to the HSA. Half will be contributed during the first six months, and the remainder will be contributed during the last six months. If the employee utilizes the entire first six months Board payment prior to the end of the six months, the Board will contribute the remainder for that year. In the first year of the HSA, the Board will contribute an additional stipend of $1,500 for single and $3,000 for family to hold harmless the employee.

E. Spousal Limitation

For employees who are hired after June 30, 2021, their spouses are not eligible for District medical coverage if the spouse's employer offers medical coverage. Any District employee hired prior to the ratification of this agreement is eligible for insurance benefits once they get to the minimum number of hours worked. Any District employee hired before the ratification of this agreement is exempt from the spousal exclusion.

9.2 BOARD AUTHORITY

The Board reserves the right to select and to change carriers for all group insurance plans; however, provided benefit levels shall not be reduced from those which are in effect on the effective date of this contract. The Board shall notify the Association no less than thirty (30) days in advance of any meeting at which the Board will authorize any change of carriers. The carrier shall be licensed by the State of Ohio.

9.3 INSURANCE COMMITTEE

The insurance committee previously established shall remain in existence. Its assignment shall involve reviewing specifications, utilization data, and cost containment measures. The committee shall consist of two members from the BEA, two members from BACE, the treasurer and the Superintendent. Additional members may be mutually agreed to by the committee. The treasurer shall schedule the first meeting, as needed. A date for the next meeting shall be established at the end of each meeting.

9.4 OPT-OUT

A. Prior to and after the 2008-09 school year, employees who opt out will opt out and be paid pursuant to Article V, Section 5.4 as set forth below:

B. A bargaining unit member may elect to opt out of the medical, prescription, dental, and optical coverage provided by the Board of Education by completing a Board prepared request form. If said employee makes such election prior to September 1, and opts out of medical, prescription, dental, and optical coverages, the employee shall receive a payment of $2,000.00. If the employee elects out of partial coverage or opts out of medical, prescription, dental, and optical coverage subsequent to September 1, the employee shall receive a pro-rated payment. Payment of said sum shall be made within 30 days of submitting the request form. In order to be eligible for this payment, the employee must submit the application during the school year in which they opt out of the subject coverages.

9.5 EMPLOYEE OBLIGATION

Amounts due for premiums on above listed insurance coverages which are in excess of the amounts paid by the Board shall be paid by the employee by means of a payroll deduction.

9.6 ELIGIBILITY

All employees who wish coverage under the respective plans must comply with enrollment and eligibility requirements of the insurer offering the plan.

9.7 MAINTENANCE OF BENEFITS

A. All insurance benefits listed under the terms of this Article shall remain the same as those provided during the term of the previous Agreement between the parties, with minimal changes. These minimal changes will be discussed by the superintendent or his/her designee with the BEA president or his/her designee before changes are implemented.

B. A change in the financing structure of the current insurance plan does not constitute a change in employee benefit levels. All parties agree that in any given year the board has the right to decide how they wish to finance the arrangement, including the HRA or returning to a zero deductible plan for major medical insurance.

ARTICLE X
WORKING CONDITIONS

10.1 WORK DAY & WORK YEAR

A. The regular school year for teachers shall consist of 184 days.

B. The regular work day for teachers shall not exceed 7 1/2 hours, including a thirty (30) minute duty-free lunch period.

C. Required teacher travel time between buildings shall not be a part of the thirty (30) minute duty-free lunch period.

10.2 CALAMITY DAYS

A. Starting with calamity day six (6) through day eight (8), when school is not in session for students, staff will work remotely to provide student instruction. On days nine (9) and ten (10), as long as the district is within the hours threshold established by the DEW for all buildings, teachers will report to work at 9:30 a.m. and work until their contracted time.

B. At any point during the first ten (10) days where the district is within two (2) days of the hours threshold, the district will follow the makeup days established in the district calendar to ensure the district meets the hours requirement.

C. On days without students, teachers will make short assignments available to students on Google Classroom, with due dates that allow adequate time for students without home internet access to complete them. Teachers will also use these days to work on public school work, curriculum planning, TBT, BLT, DLT, other district and building meetings, and any other tasks assigned by the building principal.

D. A teacher will not lose pay if he/she is unable to report to work on days when school is closed due to inclement weather or emergency conditions. Make-up days shall be dealt with as specified by state law.

10.3 STAFF MEETINGS

Required general staff meetings shall be held at the discretion of each building principal whenever he/she believes it is necessary to have a meeting. Such meetings will be limited to forty-five (45) minutes beyond the school day. No more than one (1) general staff meeting per month shall be held outside the normal school hours, except in an emergency. No general staff meeting will be held before the start of the normal work day.

10.4 PREP TIME

All teachers shall be provided preparation time on a regular basis. The amount provided shall be as equal as possible within the requirements of the efficient operation of the school system.

10.5 CHANGE OF ASSIGNMENTS

Teachers under Board contract shall be notified by August 1 if there is a change in their assignment for the following year. If further changes are made after that date, they shall

be due to extenuating circumstances, and the teacher shall be notified within five (5) working days of such change.

10.6 FACILITIES/EQUIPMENT/SUPPLIES

A. Teachers shall not be responsible for providing regular instructional equipment or student supplies.

B. Teachers shall be provided access to the following facilities and equipment:

1. Each school building is currently equipped with duplicating equipment, a teacher work area, and a pop machine. The Board shall continue to maintain these conditions unless extreme circumstances necessitate a change.

2. Teachers shall have access to a school telephone in an area suitable for private school-related conversations.

3. At each building, parking spaces shall be designated for teacher use. The Board and administration shall notify employees and students of such designation.

4. Teacher preparation areas shall continue to be provided in each school building where they currently exist.

10.7 CLASS SIZE

No class shall have more students assigned than there are work stations available. Class size shall be assigned as equitably as possible within the limits of physical facilities and scheduling needs.

10.8 INSTRUCTIONAL AIDES

Teachers assigned instructional aides shall be provided clear directions regarding time aides are to assist the teacher and the responsibilities the teacher has regarding assignment of aide's duties.

10.9 TEACHER ABSENCES

A. When a teacher is absent from his/her assigned duties, the administration shall make every effort to secure an approved substitute teacher to carry out the duties of the regular absent teacher. The teacher is to have a plan to aid the substitute in their performance of his/her duties. A teacher is not required to substitute during his/her conference and/or planning period or assume any duties of an absent member of the bargaining unit while he/she has an assignment.

B. If a teacher is asked by the building administrator or his/her designee to substitute and agrees, except as otherwise provided, the teacher will be compensated at a rate of $5.00 for each ½ hour. Any time worked beyond each ½ hour will be rounded to the next hour. A time sheet listing the name of staff member who substituted, the day the substitute taught, and the period(s) taught shall be required.

C. In those circumstances where special education students are involved, a regular classroom teacher will not receive the substitution rate until they have assumed any duties for a special education teacher(s) more than once in a school year.

D. Study hall teachers shall not be entitled to the substitution rate unless more than one (1) class is added to their study hall during a period, or unless the study hall teacher is asked to accept one (1) class per period more than two times in a given week (Monday through Friday).

10.10 PRIVACY

The private life of a teacher is not within the appropriate concern or attention of the Board or administration. No aspect that is believed to directly affect the performance of a teacher's assigned functions shall be made a part of any decision to demote, transfer, suspend, discipline, terminate, or nonrenew said teacher, unless it is documented as a part of the evaluation procedure.

10.11 NON-STUDENT TIME

A. Professional staff members may be free to leave the school building, with notification to the appropriate office, during those times when not directly supervising students.

B. In the middle and elementary schools, regular teachers will not be required to remain in the classroom when special teachers (i.e., reading, art, music, etc.) are instructing.

10.12 CLASS DUTY OUTSIDE CERTIFICATION

No professional staff member shall be assigned class duty outside the scope of his/her teaching certification without his/her written permission. The assignment with written permission is nongrievable.

10.13 LESSON PLANS

Lesson plans shall be prepared by all teaching members of the bargaining unit. Lesson plans shall be prepared in advance and made available to substitute teachers. Lesson plan format for each building shall be developed by building-level committees appointed by the Association president or his/her designee. This format shall be submitted to the building

principal, and to the Superintendent for his/her approval. This format shall be reviewed on a yearly basis.

10.14 GRADING/PD DAYS

A. The Board of Education will utilize one (1) staff inservice day and request a minimum of two (2) additional "Waiver Days" from the Ohio Department of Education to be used at the end of the first three grading periods for professional development and completion of required paperwork. If waiver days are not granted by the Ohio Department of Education, the Board of Education will utilize three (3) staff inservice days.

B. All calculations and recording of attendance shall be handled by office personnel in the respective buildings.

10.15 CURRICULUM CHANGES

Whenever the administration finds it necessary to change or alter the curriculum, the teacher(s) affected are to be contacted regarding input in said change.

10.16 INSERVICE

Time allotted for staff development shall be organized within the following alternatives:

A. During a regular workday scheduled within the school calendar.

B. During or after the regular school day for no more than two (2) hours, two (2) times per school year, no more than twice. During and outside the school day, that is, one-half the required time during the school day and one-half the time beyond the school day. The content of the inservice education will determine the allocation and schedule of time. A committee composed of teachers and the inservice coordinator will determine not only the inservice programs but also what time and how the time will be used.

C. For those teachers who are in a position for which they are not highly qualified, additional professional development classes will be offered within the current allotted staff development time; however, before they are offered, a survey of the entire teaching staff will be conducted by the administration to determine professional development needs.

10.17 TEACHING VACANCIES AND TRANSFERS (EXCLUDING SUPPLEMENTALS)

A. DEFINITIONS

1. "Vacancy" shall be defined as any position unfilled as a result of leaves of absence, termination, resignation, nonrenewal, dismissal, transfer, reassignment, or any newly-created position.

2. "Assignment" is defined as the specific grade level, certification area, and building site designated for each teacher.

3. "Reassignment" is defined as a move within the same building site to another area of certification and/or grade level.

4. "Transfer" is defined as a move from one building site to another.

5. The superintendent shall be permitted to create three (3) "floater teacher" positions in the elementary building. The license and/or qualifications of the "floater teachers" shall be determined by the superintendent/designee. The initial "floater teacher" positions shall be posted in accordance with Article 22.2; however, the "floater teachers" may be assigned, re-assigned, or transferred to any position for which the "floater teachers" are licensed at the discretion of the superintendent/designee without posting the specific teaching assignment(s).

10.18 NOTICE OF VACANCIES

A. Posting of all vacancies, including special assignments, shall be made to the teaching staff. Vacancies that occur during the school year may be filled by a substitute for the remainder of the school year unless the Superintendent determines otherwise.

B. A vacancy occurring during the school year that is not filled by a substitute shall not be filled until the notice has been posted for five (5) working days, except in an emergency. Vacancies occurring between July 10 and September 1 will be posted for four (4) week days. The notice shall contain the last day for acceptance of applications. If applications are not received within the posted five (5) working day period, during the school year and the four (4) week days between July 10 and September 1, the Superintendent may assign at his discretion.

C. Vacancies and positions available shall be provided to each building principal to be posted in each school. When schools are not in session, the following shall apply:

1. Vacancies shall be posted in the superintendent's office. Notice of vacancies will also be provided by the system broadcast and by e-mail.

2. During the summer, notice shall be sent to all staff members by their home e-mail address and utilizing the automated phone call system. The staff member shall be responsible for providing the District with a list of home e-mail addresses and will be responsible for providing updates to the list.

The staff member shall have five (5) working days during the school year and four (4) week days between July 10 and September 1 from the date of the e-mail or automated phone call in which to indicate an interest in bidding for the job. The Superintendent will e-mail confirmation of receipt of bid to the member within 24 hours of receipt, excluding holidays and weekends.

D. If more than one teacher has applied for the same position, the teacher most qualified for that position shall be awarded the position. Qualifications shall be determined by certification/licensure in the area of vacancy. If certification/licensure are equal, qualifications shall be determined by education degree level as per current salary schedule of BA, 150 hours, Masters, and MA+15. If education degree levels are equal, qualifications shall be determined by seniority in the district.

E. The Superintendent, after following the above provisions shall have the final authority to assign teachers and other employees under his supervision.

F. Nothing contained herein shall compel the Superintendent to fill any vacancy.

G. On or before March 1 of each year, a meeting shall occur between the Superintendent, or his/her designee, and the Special Education staff to discuss and review potential class lists for the following school year. Staff will have input into assignments; however, if assignments cannot be reached on a voluntary basis, then the Superintendent will make the final decision.

10.19 BOARD-REQUESTED TRANSFERS/ REASSIGNMENTS

A. When a Board-requested transfer/reassignment is necessary, the initial notification shall be made during a personal conference between the teacher and principal.

B. Notification in writing stating the reason for the transfer/reassignment shall be made to the person being transferred/reassigned.

C. Staffing needs will be published during the school year as soon as they are known to enable the most qualified staff to be identified and assigned.

D. When transfer/reassignment is necessitated, the teachers at the grade level or department will participate in discussing the transfer/reassignment with the principal. If an assignment cannot be reached on a voluntary transfer, the superintendent will make the reassignment. The reassignment will be made on the basis of certification, qualifications, and seniority.

E. Notification of transfer/reassignment will be made to the teacher by August 1 when possible.

F. Bargaining unit members transferred shall not be subject to transfer more than once every two (2) years. Further transfer/reassignment will be governed by subsection D.

G. Any bargaining unit member who is actually transferred shall be granted a one-time $250.00 requisition for materials and supplies due to the new assignment.

H. Final decision in assignment, transfers, or reassignment will be made by the Superintendent. No transfer shall be made for punitive or disciplinary reasons.

10.20 PROFESSIONAL DRESS

It is agreed that teaching requires professionals who identify with high moral and ethical standards, individuals who dedicate themselves to excellence in education and individuals whose appearance reflect this professionalism.

ARTICLE XI
LEAVES

11.1 SICK LEAVE

A. Allocation

The sick leave allocation for certified members of the Barnesville Exempted Village School District shall be a total of three hundred thirty (330) days, accumulated at fifteen (15) days per contract year.

B. Extended use

In the event that a doctor authorizes the extended use of sick leave for an individual, the Board may at its discretion, require a second medical opinion regarding the employee's ability to return to work, at Board expense. The doctor consulted for said second opinion shall be chosen by the Superintendent. If the two medical opinions do not agree, a third physician may be consulted at Board expense. This physician shall be chosen by mutual agreement of the Association president and the Superintendent.

C. Documentation

Each employee shall furnish a written, signed statement on a form to be provided by the Board to document the use of sick leave. If medical attention is required, the Superintendent or designee may require the employee to provide a statement listing the name and address of the attending physician, and the dates when he/she was consulted. If the employee is absent for five (5) consecutive workdays, a

physician's statement regarding the absence may be required. Falsification of sick leave information on the District form is grounds for suspension or termination under Section 3319.16 of the Ohio Revised Code.

D. Immediate Family

Immediate family is defined as: mother, father, spouse, son, daughter, brother, sister, step-children, mother-in-law, father-in-law, grandparents, grandchildren, son-in-law, daughter-in-law, or any other person residing in the employee's household.

E. Sick Leave Bank

A sick leave bank shall be established to provide members of the sick leave bank additional sick leave.

1. Any teacher may become a member of the sick leave bank by donating up to a maximum of 5 days of his/her accumulated sick leave on an annual basis. This sick leave donation will occur during the month of September. Any employee hired after October 1 shall have 30 school days to donate to the sick leave bank.

2. Teachers may withdraw from participation in the bank at any time, but the days they have donated are not refundable to them.

3. Only members of the sick leave bank are eligible to receive sick leave bank benefits.

4. Members of the sick leave bank are eligible to draw up to thirty-five (35) days per school year from the bank if: (1) all of the individual's accumulated sick leave, personal leave, and available sick leave advance have been exhausted; (2) the individual is a member of the sick leave bank.

5. A sick leave bank committee shall be formed to oversee the bank. Three (3) representatives shall be designated by the Association President and two (2) representatives shall be designated by the Superintendent. The committee shall have the authority to confirm the request for sick leave with the member's physician. Sick leave bank days may not be used for pregnancy or parental leave purposes, except in extenuating medical circumstances. Before the committee will consider allowing the use of sick leave bank days for pregnancy or parental leave, a physician must certify in writing that extenuating medical circumstances exist. The committee shall make the final decision.

6. The Board shall remit the regular salary to the sick leave bank member and shall assume all costs for the administration for the sick leave bank.

7. The total number of days that can be donated to the bank for one school year is equivalent to the total number of bargaining unit members employed as of September 1 of the school year
8. The total number of days that can be in the bank at any one time is one hundred five (105) days. However, if a new teacher to the district wishes to join and the maximum number of days has already been met, the teacher will be permitted to donate up to five (5) days. The total number of days still cannot exceed one hundred five (105) days.

11.2 ALTERNATE SICK/PERSONAL LEAVE PAYMENT

A. Each full time employee who is employed for the entire school year shall be entitled to a payment of one thousand dollars ($1,000), to be paid by the Board with the last pay of June, less one hundred twenty-five dollars ($125.00) for each day of sick and/or personal leave taken and/or converted. In lieu of payment for unused personal leave days, unused personal leave days may be rolled over to sick leave days up to the maximum set forth in Article XI, Section 11.1 (A.) (above).

B. Part time employees and employees who commence employment after the start of the school year shall receive these payments on a pro rata basis.

C. Upon school years where employees accrue a total of 330 sick leave days, they can make a one (1) time election to cash up to 20 days at a rate of $125 per day. Employees who desire to exercise this option must provide a written request to the Treasurer not earlier than September 1st of the school year and only after the 310th sick day is accrued. Employees who utilize this option will not be eligible for the attendance incentive outlined in Article XI, 11.2 (above).

11.3 PERSONAL LEAVE

A. Each certified employee in the Barnesville Exempted Village School District will be permitted personal leave, not to exceed five (5) scheduled days during the year, without loss of salary. All five (5) days shall have no restrictions of any kind placed upon their use.

B. The applicant for personal leave, except in cases of extreme emergency, should give two working days' notice to his/her immediate supervisor when requesting same.

C. No more than three (3) teachers in each of the three (3) levels, K-4, 5-8, and 9-12 shall be granted personal leave on any one (1) day, unless approved by the superintendent. This approved leave shall be granted only in case of extreme emergency.

11.4 PROFESSIONAL LEAVE

A. Professional leave may be granted teachers upon approval of the Superintendent. Said leave shall be for attending meetings, conferences, curriculum visitations, or related activities that can benefit the teacher's professional abilities and/or benefit the District.

B. Written request for leave shall be made thirty (30) days in advance to the Superintendent whenever possible. It shall include the date(s), purpose, and estimated expenses.

C. Approved leaves shall include what expenses will be Board paid. If such leave is denied, the teacher shall be given written reason why it was denied.

D. Expense reimbursement shall be on the following basis:

1. Registration Fees: Actual cost, receipt required.

2. Lodging: Actual cost, receipt required.

3. All Meals: All reasonable costs, receipts required.

4. Travel: IRS rate per mile for personal. Actual cost if public carrier. Advance approval of type of carrier required. Receipt required.

5. When up to three (3) teachers attend an overnight conference, and up to four (4) teachers attend a one-day conference, every effort shall be made to "car pool" thus reducing transportation costs. Teachers of like gender shall share accommodations to reduce lodging costs.

E. Staff members who are granted professional leave are to submit a copy of the conference agenda to the Superintendent prior to attending a conference. A post-conference report shall be submitted to the principal or at a staff meeting at the principal's request.

11.5 MILITARY LEAVE

A. A teacher who is a member of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or a reserve component of the U.S. Armed Forces, is entitled to leave of absence without loss of income for such time as they are on active duty for a maximum of thirty-one (31) days in any one calendar year.

B. A teacher who leaves the employment of the Board, and enters the Armed Services within forty (40) days of such leaving, shall be granted leave without pay. A teacher shall be reemployed following such leave if application is made in writing within ninety (90) days of discharge from active duty. Reemployment shall be under the same type of contract as was formerly held, and shall be at the beginning of the next

semester, provided application is made not less than thirty (30) days prior to the first of the next semester.

C. Persons who are called to active service will submit a request for the leave to the superintendent as far in advance of taking the military leave as possible.

D. The letter from the commanding officer shall be submitted to the Superintendent as far in advance of taking the military leave as possible.

E. The difference between military compensation and the teacher's salary will be paid by the Board of Education when the teacher's military pay is less than the teacher's pay per diem.

11.6 UNPAID LEAVE

A. A full-time teacher may, with Board approval, be granted an unpaid leave of absence. A written application shall be made to the Superintendent stating the purpose of the leave, the period of time involved, and a signed statement regarding the need for or desirability of said leave.

B. The following conditions shall apply to any unpaid leave which is granted, except as otherwise provided for Parental/Pregnancy Leave:

1. Such leave is normally to be granted in one-semester blocks.

2. The request must be submitted at least forty (40) days prior to date of leave when practical.

3. Bargaining unit members on unpaid leave of absence will receive Board-provided insurance by paying the full share of the cost.

4. Experience credit will not accrue during any type of unpaid leave of absence.

5. Any use of the leave of absence for a purpose other than that stated in the approved application may be grounds for termination of the teacher's contract.

6. Teachers returning from an unpaid leave shall be granted the appropriate contract status. Teachers returning shall be assigned to duty as soon as possible.

C. Types Of Unpaid Leave

1. Parental/Pregnancy Leave

i. Any member of the bargaining unit who becomes the parent of a newborn or adopted child under the age of five (5) years or is the parent of a minor child who develops a severe health problem or becomes pregnant, shall have the right to an unpaid leave of absence for a period not to exceed one (1) year from the date of birth, pregnancy, adoption, or date of the beginning of the severe health problem. Nothing herein contained shall restrict the employee from using sick leave days for this same period of time, instead of utilizing the parental/pregnancy leave.

ii. Application for Parental Leave shall be filed at least twenty (20) days prior, and for pregnancy leave, when possible, at least twenty (20) days prior to the anticipated beginning date of such leave. In the case of early delivery or adoption, the twenty (20) days rule shall be waived, but the employee must notify the superintendent at the earliest opportunity of the intent to take such leave.

iii. Bargaining unit members on unpaid leave of absence will receive board provided insurance by paying the full share of the cost. However, any person utilizing sick leave shall be permitted to maintain insurance benefits by paying the employee's share of the full insurance premium.

iv. Any bargaining unit member on an unpaid leave as of the ratification date of this contract (April 4, 2013) shall continue benefits equal to those at the start date of their leave. Any subsequent leave would be covered under the unpaid leave provisions that became effective after ratification.

v. Experience credit will not accrue during any unpaid parental/pregnancy leave.

2. Education Leave

i. Any employee may be granted an unpaid leave of absence not to exceed one (1) school year in order to pursue advance study at an accredited institution of higher learning.

ii. Such leave shall be applied for at least sixty (60) days in advance. At the discretion of the Superintendent, all or part of this sixty-day period may be waived.

3. Medical Leave

i. Medical leave shall be granted, upon request, to any employee, subsequent to the use of sick leave, for serious illness. Such leave

shall be for a period of up to two (2) full years. Necessity for such leave shall be established by physician's statement.

ii. Length of such leave may be extended at the discretion of the Superintendent.

iii. During the first two years of such leave, the individual may maintain insurance benefits by paying the employee's share of insurance premiums.

iv. Notwithstanding any clause contained herein to the contrary, should any individual become eligible for disability benefits from STRS or SERS, then that individual shall obtain health insurance coverage through STRS or SERS instead of through the Board.

4. Other Reasons

i. Leave of absence for reasons other than those enumerated in this Agreement shall be at the discretion of the Superintendent and Board of Education.

ii. In the event that leave is granted under this section, the Association shall be immediately notified of the reason(s) for which such leave was granted.

11.7 CIVIL LEAVE

A. A bargaining unit member who is subpoenaed as a witness in a civil or criminal case, or by a government agency such as or equivalent to the State Employment Relations Board, or is called and serves on a jury, shall be granted paid leave for that period of time that he/she is unable to report to work. Notification shall be made in advance but not less than 24 hours, when possible. Bargaining unit members shall not be required to reimburse the Board for any monies received as a result of their civil leave assignment.

B. This leave shall also apply to subpoenas in arbitrations if arbitration must be held during school hours, but only to the extent of one union representative, two grievants, and three material witnesses.

11.8 BEREAVEMENT LEAVE

For death in the employee's immediate family, leave shall be limited to no more than five (5) consecutive days for each death. For the death of a stepfather, stepmother, step grandchild, brother-in-law, sister-in-law, aunt or uncle, niece, nephew and the immediate family of a spouse, leave shall be limited to one (1) day for each death. Such days will not be charged to the employee's sick leave. In cases of emergency, the Superintendent may

extend the leave of absence for this purpose. Notification in all cases shall be given by the employee to the principal or immediate superior before absence from duty except in an emergency. Substitutes shall be provided and paid for by the Board of Education for those bargaining unit members exercising bereavement leave.

11.9 ASSAULT LEAVE

A. A teacher who is absent due to a physical disability from an assault on the teacher which occurs in the normal course of Board employment shall be entitled to assault leave in accordance with this section. An employee who was assaulted prior to January 1, 2008, shall be limited to twenty-five (25) days of assault leave per school year per incident of assault. An employee who was assaulted on or after January 1, 2008, shall be limited to forty (40) total days of assault leave per incident of assault. These limits include the days the employee may be absent immediately following the assault and for any treatment for the assault.

B. The leave will be granted only for the period of the disability and any care following the assault. While on assault leave, the teacher will receive full pay, less any workers' compensation he/she receives, and fringe benefits as though he/she were actively employed. The teacher who applies for assault leave must apply for workers' compensation for both medical bills and lost time from work.

C. The employee shall be required to furnish a signed statement on forms provided by the Board to justify the use of assault leave. If medical attention is required, a certificate from a licensed physician stating the nature of the disability and its duration shall be required before assault leave can be approved for payment.

D. Additional days of assault leave beyond those set forth in Article XI, Section 11.9 (A) (above), may be requested by the employee but may not be taken unless approved by the Superintendent. The Superintendent may, at his/her discretion, require a second medical opinion, at the Board's expense, regarding the employee's request for additional days before approving or denying the additional days. The doctor consulted for said second opinion shall be chosen by the Superintendent. If the two medical opinions do not agree, a third physician may be consulted at Board expense. This physician shall be chosen by mutual agreement of the Association president and the Superintendent. The decision not to grant additional assault leave days may be appealed through the grievance procedure.

ARTICLE XII
PUBLIC COMPLAINTS, EVAUATION AND DISCIPLINE

12.1 PARENTAL CONCERN PROCEDURE

A. Administrators and teachers shall take prompt action to resolve parental concerns. Administrators and teachers are responsible for making necessary arrangements

with all involved parties in order to attempt to reach satisfactory solutions to such expressed concerns.

B. Should a complaint or concern be made known by a student's parents, or any other person, to an administrator regarding a teacher under his/her supervision, regarding said teacher's professional performance, the administrator shall, at the earliest convenient time, inform the teacher that a complaint has been made.

C. No complaints will be placed in the personnel file of a teacher, nor made a matter of record unless all of the following are fulfilled:

1. After notification, the teacher will call and/or meet with the complainant to attempt to reach a satisfactory solution to the expressed concerns.

2. A conference will be held including the complainant, teacher, and principal or immediate supervisor. The teacher may have Association representation at this meeting.

3. If unresolved, a second conference will be held including the complainant, teacher, principal/immediate supervisor, and the Superintendent. The teacher may have Association representation at this meeting.

4. The allegation is put into writing and is signed by a complainant on the complaint form as provided.

5. The results of the conference have been reduced to writing by the immediate supervisor and signed by the teacher. Said results shall be attached to the complaint. No anonymous letters or materials will be placed in the file.

6. The teacher shall have the right to submit in writing a rebuttal which shall be attached to the complaint.
7. Teacher signature is not an indication of agreement with the findings, but only provides verification of having seen the complaint.

D. Should a complaint or concern made known by a student's parents or any other person be determined to be without merit by the teacher's principal and Superintendent, the complaint shall be dismissed.

E. All parental or citizen complaints shall be made on the proper form and must be filed within 30 working days of the occurrence of the incident or within 30 working days of becoming knowledgeable of the incident which triggered the complaint.

12.2 EVALUATION PROCEDURE

The Association and the Board agree to a joint Evaluation Development Committee for the purpose of creating the Evaluation Framework and Teacher Performance/Improvement Plan.

A. The Committee shall be comprised of five (5) Association members appointed by the BEA Board of Directors and five (5) members appointed by the Board or its designee. In addition, each party may appoint up to one (1) consultant to assist and/or attend committee meetings. The committee shall be chaired jointly by a committee member from the Association and a committee member from the Board.

B. Members of the committee will receive training in the state adopted Evaluation Framework model prior to beginning their work.

C. The Committee shall develop evaluation policy and procedures.

D. The Board and the Association shall produce contractual language for ratification by the parties. Once ratified by both parties, the language shall be incorporated into the Master Agreement.

E. If agreement on the evaluation policy and procedure is not reached within sixty (60) days of the initiation of work of the committee, the parties will contact the Federal Mediation and Conciliation Service (FMCS) to request the services of a mediator. The assigned mediator shall seek to promote and/or develop an agreement between the parties, and shall have all the necessary authority to call and schedule meetings between the parties for such purpose. Any and all cost and/or expenses charged by FMCS, if any, shall be shared equally by the parties.

12.3 TERMINATION OF CONTRACT

Termination of a teacher's contract shall be according to Section 3319.16 and related provisions of the Ohio Revised Code.

12.4 NONRENEWAL OF LIMITED TEACHING CONTRACTS FOR PROBATIONARY EMPLOYEES WHO HAVE BEEN EMPLOYED FOR TWO (2) YEARS.

Limited contract teachers who are employed after July 1, 2012, and who have been employed for two (2) years shall be notified by the Superintendent if they will not be recommended to the Board for rehiring at the end of their contract. Such notification shall be made at least ten (10) days prior to Board action on their contract. Prior to Board action on their contract, such teachers shall have the right to meet with the Board in executive session with representation to discuss the intended action on their contract.

12.5 TEACHER DISMISSAL PROCEDURE FOR NON-PROBATIONARY EMPLOYEES

A. A full written record of evaluation of a teacher's professional service shall be maintained. When appropriate, as determined by the appraiser and appraisee, suggestions and assistance for improvements of deficient areas of concern shall be a part of the evaluation process. Such information shall be made available by the administration to said teacher and shall be a part of and precede any action to alter a teacher's employment status.

B. Prior notice shall be made in writing to the teacher by the administration before recommending dismissal to the Board. When it is the intent of the administration to recommend nonrenewal of a regular limited contract, or the intent of the Board to act in favor of nonrenewal of a regular limited contract, the affected teacher shall be given notice by June 1 of the intent to recommend or act upon nonrenewal. For teachers who have been employed in the District for more than two (2) school years, such notice shall state the reasons for nonrenewal, and such reasons shall be for just cause, based upon written evaluation.

C. Teachers, so notified, shall have the right to appear before the Board.

D. A teacher so notified and upon request to the Board shall be granted a conference before the Board. The teacher will be given notice from the treasurer stating the time, location, and purpose of the meeting. Said meeting shall be prior to the effective date of said action. The meeting will be in executive session, unless the teacher requests a public hearing.

E. All parties involved shall have the right to counsel at any proceedings herein provided. If the teacher requests organizational counsel, said counsel shall be a representative of Barnesville Education Association or its affiliates.

This policy shall not limit any professional or legal rights of the Board or teacher involved in obtaining due process.

F. The recommendation of the building principal and Superintendent for renewal of a limited contract based on satisfactory evaluation shall not be reversed by the Board of Education without due process. This provision does not apply to supplemental contracts.

12.6 PRECEDENCE of ORC

The non-renewal procedure for such teachers set forth in Article XII, Section 12.5 (above) supersedes all provisions of ORC §3319.11, ORC §3319.111, and permitted by 3319.112 and such teachers shall have no right to challenge said non-renewal pursuant to ORC §3319.11, §3319.111, or 3319.112 or through the negotiated grievance procedure or other tribunal.

ARTICLE XIII
REDUCTION IN FORCE AND RECALL

13.1 REASONS FOR RIF

When necessary, the Board may reduce the number of teaching positions, but such reductions shall be limited to such reasons as:

A. Decline in student enrollment in the schools or in particular courses;

B. Return to duty of regular teachers after leaves of absence;

C. Suspension of schools or territorial changes affecting the District.

D. Financial reasons.

13.2 TIMELINE

Having made a determination that such reduction is to be made for the above reasons, the Superintendent shall inform the Association of the decision at least thirty (30) calendar days prior to the Board meeting at which action shall be taken on the reduction.

13.3 TEACHER RANKING

The Association shall receive a list of all teachers to be reduced and a seniority-tenure list, including each teacher's area of certification, present teaching assignment, and building assignment. Such list shall first rank all tenured teachers by order of District seniority. Next listed shall be all non-tenured teachers ranked by District seniority, and such listing shall include area of certification/licensure, present assignment, and building assignment.

13.4 PROCEDURE

All reduction of staff pursuant to this policy shall be made as follows:

A. Reductions shall first be made by not filling positions vacated by termination, non-renewal (excluding teachers working with a temporary certificate/license), voluntary resignation, retirement, or death as limited by the curriculum and state mandated requirements.

B. If additional reductions of personnel are necessary, they shall be made by the following procedure:

1. The Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent of Schools who shall, within each teaching field affected, suspend those teachers on limited contracts prior to those on continuing contracts. The Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations.

2. On a case-by-case basis, in lieu of suspending a contract in whole, a board may suspend a contract in part, so that an individual is required to work a percentage of the time the employee otherwise is required to work under the contract and receives a commensurate percentage of the full compensation the employee otherwise would receive under the contract.

C. Bumping rights shall accrue to all teachers within their respective contract status groups (continuing contract, tenured, or limited contract), but in no event shall a non-tenured teacher exercise bumping rights over tenured teachers. The right to bump shall be limited to teacher's area of certification/licensure and those with comparable evaluations.

13.5 DEFINITIONS

A. Seniority: Shall be defined as the continuous service or employment of a teacher beginning with the first date the teacher reported for duty. If two (2) or more teachers have the same length of continuous service, then seniority will be determined by the date of the Board meeting at which the teacher was hired. In the event that there is a tie for seniority, the most senior teacher shall be determined by lot.

B. Area of Certification/Licensure: Shall be defined as the current teaching field and/or subject said teacher is certified to teach.

13.6 CONTINUOUS EMPLOYMENT

A. All time on sick leave.

B. All time accrued on a Board-approved leave of absence.

C. All time while on military leave of absence.

D. All time while on disability retirement up to a maximum of five (5) years.

E. All time during suspension of a teacher if teacher is reinstated.

F. All time when a teacher who submits a letter of resignation is subsequently reemployed by the Board for the ensuing school year.

13.7 SENIORITY LOSS

Seniority shall be lost when a teacher:

A. Resigns;
B. Retires;
C. Leaves the employ of the Board due to nonrenewal or termination of contract.

13.8 RIGHTS TO RECALL

Teachers under contract, suspended pursuant to this policy, shall have recall rights in the following order:

A. First recall rights shall be of tenured teachers, by the teacher's preferred area of certification/licensure.

B. If the vacant area cannot be filled from tenured teachers, then non-tenured teachers by seniority by preferred area of certification.

C. A teacher whose continuing or limited contract is suspended by the Board shall have the right of restoration to the same contract status by the Board if and when a teaching position becomes vacant or is created for which any of such teachers are or become qualified. No teacher whose continuing contract has been suspended pursuant to this section shall lose that right of restoration to continuing service status by reason of having declined recall to a position that is less than full-time or, if the teacher was not employed full-time just prior to suspension of the teacher's continuing contract, to a position requiring a lesser percentage of employment than the position the teacher last held while employed in the district. Seniority shall not be the basis for recalling a teacher, except when making a decision between teachers who have comparable evaluations.

D. When a recall is made, all teachers who are next on the recall list will be notified in writing by certified mail. Any teacher who failed to respond within seven (7) calendar days of receipt of such letter or who refused an offer of a position for which the teacher is certified or employee is qualified, will lose recall rights.

E. All rights of recall shall expire five (5) years after the date of suspension.

ARTICLE XIV
COMMITTEES

14.1 SCHOOL CALENDAR

A. A teacher's committee, composed of three (3) certified employees, shall be selected by the Barnesville Education Association. This group will have one (1) representative from the High School, one (1) from the Middle School, and one (1) from the Elementary School.

B. They shall meet with the Superintendent at mutually agreed times in January, each year, to develop a school calendar.

C. This is to be done at a regular or special meeting during March.

14.2 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC)

A. The purpose of the LPDC is limited to the review and approval of individual professional development plans and professional development activities for recertification and licensure as specified by ORC 3319.22 and OAC 3301-24 and

related provisions. The LPDC shall have no authority or affect to revise, delete, add to or modify any article or section of this agreement. Actions of the LPDC shall not be contrary to the agreement or law.

B. There shall be a total of five (5) LPDC members; three (3) teacher members and two (2) members selected by the Superintendent. The teacher members of the LPDC shall be selected by the Association in accordance with its constitution and by-laws. When the LPDC reviews an administrative IPDP, the committee shall consist of three (3) administrators and two (2) teachers. In addition, there shall be a chairperson for the LPDC, who will be chosen by the LPDC from the three (3) teacher members. The Chairperson shall be paid two (2) hours for each meeting of the LPDC. Each hour shall be based on the teacher's daily rate.

C. The term of office for each LPDC member shall be three (3) years. Initially, the appointments shall be staggered so one teacher member shall be appointed for one (1) year term, another for a two (2) year term, and the third for a three (3) year term. Staggered terms shall also apply to the administrative members of the LPDC. Each LPDC member shall serve no more than two (2) consecutive terms of office.

D. The LPDC shall determine the time, location, and number of committee meetings. In the event of an in-term vacancy or removal, a teacher member shall be replaced by the Association. The LPDC shall work with other educators to establish its Plan of Organization.

E. Each LPDC member shall be provided with ongoing training as determined by the committee. LPDC members shall be paid their hourly rate in order to perform LPDC duties. Released time shall be provided to each LPDC member, upon request, for any and all work pertaining to LPDC duties.

F. The LPDC shall be provided with adequate and secure space for the safe and secure storage of records, files, Individual Professional Development Plans (IPDPs) and any other work requiring storage and/or file space. The LPDC shall be provided with secretarial support and any other support services necessary.

G. Under no circumstances is the involvement in the activities of the LPDC process to be used for employment decisions by the Board. Nothing in the LPDC process shall have an adverse impact on the teacher's performance evaluation as established in this agreement.

H. The LPDC shall establish its own appeals procedure, which shall not be subject to the grievance procedure of this agreement. The LPDC's decision is appealable to the state level (when a state-level process is developed) for those individuals who have been adversely impacted or disagree with the decision of the LPDC.

14.3 LABOR RELATIONS MANAGEMENT COMMITTEE

The Association and the Board of Education shall create a Labor Relations Management Committee which shall meet one (1) time per month in an attempt to resolve and/or prevent problems other than active grievances. The committee shall be composed of eight (8) members, four (4) to be chosen by the Board, two (2) of which shall be Board members, and four (4) to be chosen by the BEA. The Labor Relations Management Committee shall utilize the services of the Federal Mediation Conciliation Services (FMCS) to resolve labor problems other than active grievances.

Note: Please reference Article IX, Section 9.3 for information on the Insurance Committee.

Please reference Article X, Section 10.22 (B) for information on the Inservice Committee.

Please reference Article XII, Section 12.3 for information on the Evaluation Development Committee.

ARTICLE XV
CONTRACT

15.1 NO STRIKE

The Association shall neither encourage nor engage in a strike against the Board during the term of this Agreement.

15.2 PROTECTED STRIKES

No member of the bargaining unit shall be required to cross a picket line of another union which is engaged in a strike.

15.3 SEVERABILITY

A. In the event there is a conflict between a provision of this Contract and O.R.C. 4117.10(a) or Federal law, or valid rule or regulation adopted by a Federal agency as determined by a court of competent jurisdiction, O.R.C. 4117.10(a) or Federal law or valid rule or regulation adopted by a Federal agency shall prevail as to that provision. All other provisions of this Contract which are not in conflict with O.R.C. 4117.10(a) or Federal law, or valid rule or regulation adopted by a Federal agency thereto, shall continue in full force and effect in accordance with their terms. The parties will meet to negotiate any necessary change in the Contract relative to the affected provision within sixty (60) days by demand of either party.

B. If, during the term of this Contract, there is a change in O.R.C. 4117.10(a) or Federal law, or valid rule or regulation adopted by a Federal agency pursuant thereto, which would invalidate any provision of this Contract as determined by a court of competent jurisdiction, the parties will meet to negotiate any necessary change in the Contract relative to the affected provision within sixty (60) days by demand of either party.

C. If, during the term of this Contract, there is a change in any applicable State or Federal law, or valid rule or regulation adopted by a Federal agency or a State agency pursuant thereto, which required the Board of education to develop policies that affect the term(s), condition(s) of employment, or working condition(s), then the parties will meet to negotiate the additional term, condition of employment, or working condition within sixty (60) days by demand of either party.

D. Negotiations for the above procedures shall be concluded within fifteen (15) days of the initial meeting. Should either party declare impasse, all unresolved issues shall be submitted to final and binding arbitration in accordance with the voluntary rules of the American Arbitration Association.

15.4 TERMS, CONDITIONS, AND BENEFITS

A. For the duration of this Agreement, the Board shall maintain all terms, conditions, and benefits of employment at not less than the same level as on the effective date of this contract.

B. This benefit shall extinguish once this contract is no longer in effect.

15.5 EFFECTS OF AGREEMENT

The terms of all sections of this Agreement shall be for three (3) years from July 1, 2024 to June 30, 2027.



For the Association



For the Board

3/14/25

Date

3/14/25

Date

NOTE: Following completion of negotiations for the July 1, 2024, through June 30, 2027, Negotiated Agreement, the parties worked collaboratively to restructure the provisions of the Agreement into a logical format. If a mistake or discrepancy is discovered as a result of this work, the parties will work together to ensure the original/agreed upon language is followed and/or corrected.

APPENDIX A

2024-2025 SCHOOL YEAR

YEARS	LPN SALARY	RN SALARY	BA SALARY	150 HR SALARY	MASTERS SALARY	MA+15 SALARY
0	24,162.60	33,771.13	44,219.83	45,828.11	48,123.56	50,419.01
1	25,370.69	35,140.61	45,828.11	47,882.12	50,056.85	52,553.50
2	26,578.77	36,505.68	47,354.57	49,291.40	51,985.72	54,687.99
3	27,786.86	39,239.79	48,885.02	51,019.07	53,918.57	56,786.22
4	28,994.94	44,632.40	50,415.03	52,750.72	55,851.86	58,956.53
5	30,203.03	45,997.47	51,949.46	54,486.35	57,784.71	60,889.82
6	31,411.11	47,366.51	53,479.90	56,177.76	59,721.98	63,225.51
7	32,619.64	48,574.60	55,005.93	57,945.67	61,654.82	65,359.56
8	33,827.73	49,783.13	56,536.38	59,677.31	63,583.69	67,494.05
9	35,035.81	50,991.21	58,066.83	61,412.94	65,915.41	69,628.54
10	36,243.90	52,199.30	59,600.81	63,144.59	67,453.81	71,762.59
11	37,838.47	53,407.38	61,127.28	64,876.24	69,382.68	73,897.08
12	37,838.47	53,407.38	61,127.28	64,876.24	69,382.68	73,897.08
13	38,249.27	54,011.43	61,127.28	65,480.72	70,233.03	74,501.13
14	38,249.27	54,011.43	61,127.28	65,480.72	70,233.03	74,501.13
15	38,660.07	54,615.47	62,335.37	66,084.77	70,590.77	75,105.17
16	38,660.07	54,615.47	62,335.37	66,084.77	70,590.77	75,105.17
17	38,660.07	54,615.47	62,335.37	66,084.77	70,590.77	75,105.17
18	38,660.07	54,615.47	62,335.37	66,084.77	70,590.77	75,105.17
19	38,660.07	54,615.47	62,335.37	66,084.77	70,590.77	75,105.17
20	39,868.16	55,823.56	63,543.45	67,292.85	71,798.85	76,313.26
21	39,868.16	55,823.56	63,543.45	67,292.85	71,798.85	76,313.26
22	39,868.16	55,823.56	63,543.45	67,292.85	71,798.85	76,313.26
23	41,076.24	57,031.64	67,570.55	71,319.95	75,825.95	80,340.36
24	41,076.24	58,239.73	69,101.00	73,051.60	77,755.26	82,474.85
25	42,284.33	59,447.81	70,631.01	74,783.25	79,684.13	84,609.34
26	43,492.41	59,447.81	70,631.01	74,783.25	79,684.13	84,609.34
27	43,492.41	60,774.41	71,957.60	76,109.84	81,010.73	85,935.93
28	44,819.01	62,101.00	73,284.20	77,436.44	82,337.32	87,262.53
29	46,145.60	63,427.60	74,610.79	78,763.03	83,663.92	88,589.12
30	47,472.20	63,427.60	74,610.79	78,763.03	83,663.92	88,589.12

2025-2026 SCHOOL YEAR

YEARS	LPN SALARY	RN SALARY	BA SALARY	150 HR SALARY	MASTERS SALARY	MA+15 SALARY
0	24,887.47	34,784.26	45,546.42	47,202.94	49,567.26	51,931.57
1	26,131.80	36,194.83	47,202.94	49,318.57	51,558.55	54,130.10
2	27,376.13	37,600.85	48,775.21	50,770.14	53,545.28	56,328.62
3	28,620.46	40,416.98	50,351.57	52,549.64	55,536.12	58,489.80
4	29,864.79	45,971.37	51,927.47	54,333.24	57,527.41	60,725.22
5	31,109.12	47,377.39	53,507.93	56,120.93	59,518.24	62,716.51
6	32,353.44	48,787.50	55,084.30	57,863.08	61,513.63	65,122.27
7	33,598.23	50,031.83	56,656.10	59,684.03	63,504.46	67,320.34
8	34,842.56	51,276.62	58,232.46	61,467.63	65,491.20	69,518.87
9	36,086.88	52,520.94	59,808.83	63,255.32	67,892.86	71,717.39
10	37,331.21	53,765.27	61,388.83	65,038.92	69,477.42	73,915.46
11	38,973.62	55,009.60	62,961.09	66,822.52	71,464.15	76,113.99
12	38,973.62	55,009.60	62,961.09	66,822.52	71,464.15	76,113.99
13	39,396.74	55,631.76	63,583.26	67,445.14	72,340.01	76,736.15
14	39,396.74	55,631.76	64,205.42	67,445.14	72,340.01	76,736.15
15	39,819.87	56,253.93	64,205.42	68,067.30	72,708.48	77,358.32
16	39,819.87	56,253.93	64,205.42	68,067.30	72,708.48	77,358.32
17	39,819.87	56,253.93	64,205.42	68,067.30	72,708.48	77,358.32
18	39,819.87	56,253.93	64,205.42	68,067.30	72,708.48	77,358.32
19	39,819.87	56,253.93	64,205.42	68,067.30	72,708.48	77,358.32
20	41,064.20	57,498.26	65,449.75	69,311.63	73,952.81	78,602.65
21	41,064.20	57,498.26	65,449.75	69,311.63	73,952.81	78,602.65
22	41,064.20	57,498.26	65,449.75	69,311.63	73,952.81	78,602.65
23	42,308.53	58,742.58	69,597.66	73,459.54	78,100.72	82,750.56
24	42,308.53	59,986.91	71,174.02	75,243.14	80,087.91	84,949.08
25	43,552.85	61,231.24	72,749.93	77,026.74	82,074.65	87,147.61
26	44,797.18	61,231.24	72,749.93	77,026.74	82,074.65	87,147.61
27	44,797.18	62,597.63	74,116.32	78,393.13	83,441.04	88,514.00
28	46,163.57	63,964.03	75,482.72	79,759.52	84,807.43	89,880.39
29	47,529.97	65,330.42	76,849.11	81,125.92	86,173.83	91,246.79
30	48,896.36	65,330.42	76,849.11	81,125.92	86,173.83	91,246.79

2026-2027 SCHOOL YEAR

YEARS	LPN SALARY	RN SALARY	BA SALARY	150 HR SALARY	MASTERS SALARY	MA+15 SALARY
0	25,882.98	36,175.63	47,368.28	49,091.06	51,549.95	54,008.84
1	27,177.08	37,642.62	49,091.06	51,291.32	53,620.89	56,295.31
2	28,471.18	39,104.88	50,726.22	52,800.95	55,687.10	58,581.77
3	29,765.28	42,033.66	52,365.63	54,651.63	57,757.56	60,829.40
4	31,059.38	47,810.23	54,004.58	56,506.57	59,828.51	63,154.23
5	32,353.48	49,272.48	55,648.26	58,365.77	61,898.97	65,225.17
6	33,647.58	50,739.01	57,287.67	60,177.61	63,974.18	67,727.17
7	34,942.16	52,033.11	58,922.35	62,071.39	66,044.65	70,013.16
8	36,236.26	53,327.68	60,561.77	63,926.34	68,110.85	72,299.63
9	37,530.36	54,621.78	62,201.18	65,785.54	70,608.58	74,586.09
10	38,824.46	55,915.89	63,844.39	67,640.48	72,256.52	76,872.09
11	40,532.56	57,209.99	65,479.54	69,495.42	74,322.73	79,158.55
12	40,532.56	57,209.99	65,479.54	69,495.42	74,322.73	79,158.55
13	40,972.61	57,857.04	66,126.59	70,142.95	75,233.62	79,805.60
14	40,972.61	57,857.04	66,126.59	70,142.95	75,233.62	79,805.60
15	41,412.67	58,504.09	66,773.64	70,790.00	75,616.83	80,452.66
16	41,412.67	58,504.09	66,773.64	70,790.00	75,616.83	80,452.66
17	41,412.67	58,504.09	66,773.64	70,790.00	75,616.83	80,452.66
18	41,412.67	58,504.09	66,773.64	70,790.00	75,616.83	80,452.66
19	41,412.67	58,504.09	66,773.64	70,790.00	75,616.83	80,452.66
20	42,706.77	59,798.19	68,067.74	72,084.10	76,910.93	81,746.76
21	42,706.77	59,798.19	68,067.74	72,084.10	76,910.93	81,746.76
22	42,706.77	61,092.29	68,067.74	72,084.10	76,910.93	81,746.76
23	44,000.87	61,092.29	72,381.57	76,397.93	81,224.76	86,060.59
24	44,000.87	62,386.39	74,020.99	78,252.87	83,291.44	88,347.05
25	45,294.97	63,680.49	75,659.93	80,107.81	85,357.64	90,633.52
26	46,589.07	63,680.49	75,659.93	80,107.81	85,357.64	90,633.52
27	46,589.07	65,101.54	77,080.98	81,528.86	86,778.69	92,054.57
28	48,010.12	66,522.59	78,502.03	82,949.91	88,199.74	93,475.62
29	49,431.17	67,943.64	79,923.08	84,370.96	89,620.79	94,896.66
30	50,852.22	67,943.64	79,923.08	84,370.96	89,620.79	94,896.66

APPENDIX B

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as "Memorandum") is entered in by and between the Barnesville Exempted Village School District Board of Education (hereinafter referred to as "Board") and the Barnesville Education Association (hereinafter referred to as "BEA") for the purpose of modifying the Negotiated Agreement between the parties as follows:

1. Those teachers who are obtaining a dual enrollment credential at the request and approval of the District shall receive paid coursework or reimbursement for up to eighteen (18) semester hours of tuition for the required coursework needed to teach dual enrollment courses. Tuition will only be reimbursed if said teacher actually teaches dual enrollment courses for the district. For any teacher that has dual enrollment coursework reimbursed or paid by the District said teacher cannot refuse to teach dual enrollment courses. The District shall pay the College or University directly for coursework and related materials without requiring said teacher to go through the reimbursement process until OAC Straight A Grant funds are exhausted. After OAC Straight A Grant funds are exhausted, the Board shall reimburse the teacher first from tuition reimbursement set forth in Article XXXV – Tuition Reimbursement. If the amount made available for tuition reimbursement is exhausted then reimbursement will be made from funds provided by other grants and/or District funds.

2. Said teachers teaching dual enrollment courses for the District shall receive a $2,000 annual stipend to be paid no later than June 30th. For purposes of this MOU, Project Lead The Way (PLTW) courses taught by a PLTW certified teacher at the high school shall be considered as dual enrollment courses. The stipend for PLTW courses taught at the middle school by a PLTW credentialed teacher shall be $1,000 annually. This payment shall also apply retroactively to teachers teaching dual enrollment courses during the 2014-2015 school year.

3. The District has the final authority in selecting teachers who will be trained and paid to teach dual enrollment and/or PLTW courses and teachers shall have no right to challenge said selections through the negotiated grievance procedure or other tribunal.

It is the intention of the parties that all other provisions set forth in the Agreement shall remain unchanged and that the above provisions shall expire on June 30, 2018.

FOR THE BOARD:	FOR THE BEA:
Board President	BEA President
Superintendent	
Treasurer	