

BATH LOCAL SCHOOLS

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0023-01
K30990

2650 Bible Road
Lima, Ohio 45801-2299
Ph: (419) 221-0807
Fax: (419) 221-0983

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made 27th day of JAN, 2015 (pending BEA approval), by and between the Bath Education Association (Association) and the Bath Local Schools Board of Education (Board).

Whereas, there has been a change in the SADD (Student Against Destructive Decisions) club and they would like to change the name to Interact Club sponsored by Rotary which better reflects the clubs activities.

For the purposes of Supplemental Salary Schedule the position will be changed from **SADD Advisor** to **Interact Club Advisor**. Levels and salary will remain as per the current Supplemental Salary Schedule for SADD Advisor.

This Memorandum of Understanding becomes effective January 5, 2015 and will remain in effect through the current negotiated agreement between the Association and the Board.

BATH EDUCATION ASSOCIATION

<u>Lisa C. Ross</u>	<u>2/20/2015</u>
President	Date
<u>Jessica N. Mesier</u>	<u>2/30/2015</u>
Officer/Representative	Date

BATH LOCAL SCHOOLS BOARD OF EDUCATION

<u>Bob Budemeier</u>	<u>1/27/2015</u>
President	Date
<u>Rob Perrelli</u>	<u>1/27/2015</u>
Superintendent	Date
<u>Annette R. Morman</u>	<u>2-23-15</u>
Treasurer	Date

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“MOA”) is entered into by and between the Bath Education Association (“BEA”) and the Bath Local School District Board of Education (“Board”).

WHEREAS, the Bath Middle School has been designated a School of Focus by the Ohio Department of Education; and

WHEREAS, the Board and the Bath Middle School staff will be required to implement the Ohio Improvement Process for the 2015-16 school year; and

WHEREAS, the Board will create a new supplemental position title “Ohio Improvement Process Internal Facilitator;”

THEREFORE, the parties agree to the following:

1. The Internal Facilitator position will be filled on a year-to-year basis as funds are available as determined by the Board.
2. An annual salary of \$2,000.00 will be assigned to the Internal Facilitator supplemental position and paid with federal grant monies.
3. This MOA shall not constitute a past practice or precedent of any kind on which either party can rely.

IN WITNESS WHEREOF, the undersigned representatives have signed this Memorandum of Agreement.

BATH EDUCATION ASSOCIATION



Mike Steidl, President

11/4/15

Date

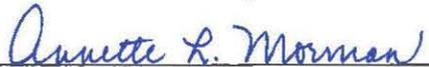
BATH LOCAL SCHOOL DISTRICT BOARD OF EDUCATION



Superintendent

11-7-2015

Date



Treasurer

11-18-15

Date

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“MOA”) is entered into by and between the Bath Education Association (“BEA”) and the Bath Local School District Board of Education (“Board”).

WHEREAS, the Board wishes to provide increased opportunities for students to earn college credit while taking courses offered on the Bath campus through the College Credit Plus (CCP) program; and

WHEREAS, the Board understands that some Bath teachers will need to take additional, graduate-level courses to become credentialed to teach courses that provide this opportunity; and

WHEREAS, the Board wishes to assist teachers in this process to accelerate expansion of course offerings at Bath High School while protecting the investment to ensure funds spent benefit students in the Bath Local School District;

THEREFORE, the parties agree to the following terms for a limited Board-funded CCP Credentialing Grant Benefit:

1. During fiscal years 2016, 2017 and 2018, the Board plans to designate, at its discretion and based on current needs and available resources, ten thousand dollars (\$10,000.00) annually to pay for tuition (but not textbooks and supplies) for approved teachers to take courses for CCP credentialing (collectively, "the tuition payment program"), as approved through the plan approval process of the Ohio Department of Higher Education. If the Board chooses not to finance or to suspend the tuition payment program during this time period, the Board will notify the BEA.
2. To be considered for the tuition payment program, teachers must submit an application on the required form, in writing, to the high school principal. The Bath Administration, at its complete discretion, will select the successful applicant(s) ("teacher participants") and the educational institution and program in which such applicant(s) will participate. The Board will pay tuition for the selected teacher participants, up to a maximum of eighteen (18) credit hours per teacher participant at a maximum rate of five hundred dollars (\$500.00) per credit hour, upon submission of appropriate documentation to the high school principal.
3. If the teacher participant fails to complete and/or pass a course successfully or if the teacher withdraws from the educational program without completing the entire educational program, the teacher must immediately inform the high school principal of this fact and full repayment for Board costs associated with the program will become due immediately. Further, the teacher participant will not be eligible for any further payments under the tuition payment program by the Board. If payment is not made immediately to the Board by the teacher participant, the Board may withhold the amount due under this paragraph from the teacher's paycheck until full repayment is made to the Board. In its discretion, the Board may grant exceptions to this paragraph for circumstances beyond the teacher participant's control, such as changes in CCP credentialing requirements, changes in course offerings, accident or illness.

4. After completion of the educational program, the teacher participant is obligated to remain employed by the Board for a minimum period of five (5) years, or three (3) years if separation from employment is the result of the teacher participant's retirement. For this purpose, "year" is defined as at least one hundred twenty (120) workdays on paid status within a particular school year. If the teacher participant fails to fulfill this commitment, the Board is entitled to recoup twenty percent (20%) of its tuition payments for each year of the five-year commitment not met. For example, if the teacher participant remains employed with the Board for only two (2) years, the Board will recoup sixty percent (60%) of its tuition costs. This repayment provision will be waived, however, if the commitment is unmet because of the teacher participant's death. A teacher participant's pay may be withheld until payment is made in full to the Board.
5. If the teacher participant's employment with the Board is terminated or the teacher is non-renewed by the Board (not including a Reduction in Force), either during his/her participation in the tuition payment program or after completion of the educational program, repayment will be required under the same conditions identified in paragraph 3 and 4 of this Agreement.
6. If the Board chooses to discontinue the tuition payment program during fiscal years 2016, 2017 or 2018 and a teacher participant then currently enrolled in an educational program pursuant to this Agreement chooses not to continue the educational program based on the Board's discontinuation of the payment program, the teacher participant will not be required to repay the Board for past tuition payments.
7. The Board retains total and complete discretion in selecting the teachers who will participate in the tuition payment program and the teachers who will teach the CCP courses.
8. If the teacher participant is not able to begin teaching CCP courses at Bath immediately upon plan approval due to regulations set forth by the Higher Learning Commission, credentialing must be achieved no later than eighteen (18) months from the first day of classes of the first funded course. Deadlines and processing details will be outlined in a separate document.

This Memorandum is a one-time arrangement and shall not constitute a past practice or precedent of any kind on which either party can rely.

IN WITNESS WHEREOF, the undersigned representatives have signed this Memorandum of Agreement.

BATH EDUCATION ASSOCIATION

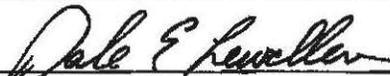


 Mike Steidl, President

1/27/16

 Date

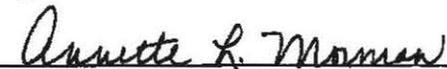
BATH LOCAL SCHOOL DISTRICT BOARD OF EDUCATION



 Superintendent

1-27-2016

 Date



 Treasurer

1-27-16

 Date

**MEMORANDUM OF UNDERSTANDING
REGARDING VALUE-ADDED DATA**

This Memorandum of Understanding is entered into by and between the Bath Local School District Board of Education (the "Board"), and the Bath Education Association (the "BEA"):

WHEREAS, the Board and the BEA are parties to a collective bargaining agreement (the "Agreement") having a term of July 1, 2014 through June 30, 2017; and

WHEREAS, 2015 House Bill 64 set forth certain changes to the Ohio Teacher Evaluation System; and

WHEREAS, the Board and the BEA agree to amend and/or supplement the Agreement and any memoranda of understanding/agreement executed prior to the date of this MOU to comply with legislative changes set forth in 2015 House Bill 64.

THEREFORE, the Board and the BEA agree as follows:

- A. Notwithstanding anything to the contrary in Board policy, the Agreement, or any memoranda of understanding executed prior to the date of this MOU, and in accordance with Section 236.850(A)(2) of 2015 House Bill 64, the value-added progress dimension rating that is based on the results of the assessments prescribed under Sections 3301.0710 and 3301.0712 of the Ohio Revised Code administered in the 2014-15 school year (the "Value-Added Data") may be used to assess student academic growth for purposes of teacher evaluations.
- B. This Memorandum sets no precedent and is in effect for the 2015-16 school year only.

IN WITNESS WHEREOF, the undersigned representatives have signed this Memorandum of Understanding.

BATH LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION

BATH EDUCATION ASSOCIATION



By: Dale Lewellen, Superintendent

Date: 12/15/2016



By: Mike Steidl, President

Date: 11/17/15



By: Annette Morman, Treasurer

Date: 2-16-16

By: _____

Date: _____



By: Bob Birkemeier, Board President

Date: 12/15/2015

BATH LOCAL SCHOOLS

2650 Bible Road
Lima, Ohio 45801-2299
Ph: (419) 221-0807
Fax: (419) 221-0983
Email: ba_supt@noacsc.org

MEMORANDUM OF UNDERSTANDING REGARDING VALUE-ADDED DATA

This Memorandum of Understanding is entered into by and between the Bath Local School District Board of Education (the "Board"), and the Bath Education Association (the "BEA"):

WHEREAS, the Board and the BEA are parties to a collective bargaining agreement (the "Agreement") having a term of July 1, 2014 through June 30, 2017; and

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- B. This Memorandum sets no precedent and is in effect for the 2016-17 school year only.

BATH LOCAL SCHOOLS

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Lima, Ohio 45801-2299
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Email: ba_supt@noacsc.org

IN WITNESS WHEREOF, the undersigned representatives have signed this Memorandum of Understanding.

BATH EDUCATION ASSOCIATION

Sarah Hartzler
Sarah Hartzler, Co-President

9/27/16
Date

Marcy Reeves
Marcy Reeves, Co-President

9/27/2016
Date

BATH LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

Dale E. Lewellen
Dale E. Lewellen, Superintendent

9/22/2016
Date

Annette L. Morman
Annette Morman, Treasurer

9-23-16
Date

Jackie Place
Jackie Place, Board President

Date

BATH LOCAL SCHOOLS

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Lima, Ohio 45801-2299
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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between the Bath Education Association ("BEA") and the Bath Local School District Board of Education ("Board").

WHEREAS, the Western Buckeye League ("WBL") has adopted Bowling as a league sport; and

WHEREAS, the Board has voted to participate in the newly adopted sport; and

WHEREAS, the Board acted on June 21, 2016 to create a bowling coach supplemental position;

THEREFORE, the parties agree to the following:

1. 8% base pay of the 2013-2014 salary schedule.

IN WITNESS WHEREOF, the undersigned representatives have signed this Memorandum of Understanding.

BATH EDUCATION ASSOCIATION

Sarah Hartzler
Sarah Hartzler, Co-President

9/27/16
Date

Marcy Reeves
Marcy Reeves, Co-President

9/27/2016
Date

BATH LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

Dale P. Howell
Superintendent

9/22/2016
Date

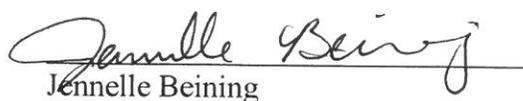
Annette L. Norman
Treasurer

9-23-16
Date

MEMORANDUM OF AGREEMENT

Made as of September 15th, 2015, by and between Jennelle Beining ("Beining"), the Bath Education Association ("Association") and the Bath Local School District Board of Education ("Board of Education"), collectively, "the parties". The parties agree to supplement Beining's existing contract of employment with the following terms and conditions:

1. The parties agree that, during the 2015-16 school year, Beining will teach one additional period of sign language in addition to her regular teaching duties during her conference period.
2. While Beining remains employed by the Board of Education she will receive a supplemental wage amount of five thousand dollars (\$5,000.00) for the 2015-16 school year for teaching the additional period of sign language. This one year supplemental contract will be paid in 26 equal bi-weekly payments retroactive to August 27th, 2015.
3. Beining and the Association understand and agree that the supplemental wage amount shall not be used to calculate the annual salary under O.R.C. 3319.08. Beining waives any and all rights she may have under O.R.C. 3319.08 to have this supplemental wage amount continue beyond the 2015-16 contract year.
4. The parties agree that this Agreement automatically expires on June 30, 2016 without further action or notice by the Board of Education.
5. The parties agree that this Agreement does not create or establish any precedent or past practice on which the parties or any teacher or employee can rely in the future.
6. Beining and the Association agree that no grievance, unfair labor practice charge or claim may be asserted regarding this Agreement, except that the Association may file a grievance only to enforce the terms of this Agreement.


Jennelle Beining

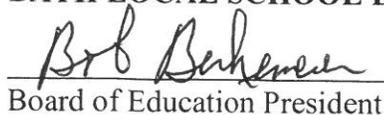
09/14/15
Date

BATH EDUCATION ASSOCIATION



9/14/15
Date

BATH LOCAL SCHOOL DISTRICT BOARD OF EDUCATION


Board of Education President

9/15/15
Date


Treasurer

9-15-15
Date

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“MOA”) is entered into by and between the Bath Education Association (“BEA”) and the Bath Local School District Board of Education (“Board”).

WHEREAS, the Board wishes to provide increased opportunities for students to earn college credit while taking courses offered on the Bath campus through the College Credit Plus (CCP) program; and

WHEREAS, the Board understands that some Bath teachers will need to take additional, summer training as required by some universities to qualify to teach such courses; and

WHEREAS, the Board wishes to assist teachers in this process where courses have been approved by the building and district level administration to accelerate expansion of course offerings at Bath High School;

THEREFORE, the parties agree to the following terms concerning teacher stipends while engaged in such training:

1. The course and training must be approved by the Bath High School Principal and the Bath Local Schools Superintendent.
2. The Board agrees to pay a per diem rate equal to the approved salary schedule in effect at the BA-0 level (currently \$192.03)
3. This agreement is in effect for training to occur in the summer of 2016 in preparation for courses to be offered in the 2016-2017 school year.

This Memorandum is a one-time arrangement and shall not constitute a past practice or precedent of any kind on which either party can rely.

IN WITNESS WHEREOF, the undersigned representatives have signed this Memorandum of Agreement.

BATH EDUCATION ASSOCIATION

Sarah Hartzler
Sarah Hartzler, President

5-17-16
Date

Marcia Reeves
Marcia Reeves, President & Co-President

5-17-2016
Date

BATH LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

Bob F. Fucile
Superintendent

5-17-2016
Date

Annette L. Morman
Treasurer

5-17-16
Date