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09-MED-04-0462
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K26279

**BARNESVILLE EXEMPTED VILLAGE
SCHOOL DISTRICT**

AND

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

MASTER AGREEMENT

JULY 1, 2009 to JUNE 30, 2012



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**ARTICLE I
NEGOTIATIONS PROCEDURE**

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, athletic directors, visiting teachers, advising or critic teachers, tutors, mentors, psychologists, and head teachers. The Union recognizes that the superintendent, assistant superintendent, administrative assistant, principals, Director of Technology, 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 PRINCIPLES

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

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.

"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.

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.

1.3 SCOPE OF BARGAINING

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.

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.

1.4 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 II GRIEVANCE PROCEDURE

2.1 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.

2.2 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 75% by the losing party and 25% 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 III SALARY

- 3.1 Salaries in the Barnesville Exempted Village School District shall be calculated according to the negotiated index. The starting salary shall be \$25,822.37 on the current index effective July 1, 2009. Effective July 1, 2010, the starting salary shall be \$26,338.82 on the current index. Effective July 1, 2011, the starting salary shall be \$26,865.60 on the current index.
- 3.2 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.
- 3.3 Salary notification due on or before July 1 shall be waived during those years when salaries are being negotiated.

A one-time cash payment of \$600 shall be paid in a separate check within 30 days of ratification by the parties.

- 3.4 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.

3.5 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.

3.6 RETIREMENT INCENTIVE

Retire/Rehire

- A. The Board of Education will provide a retirement incentive to any bargaining unit member who is eligible for full retirement and who desires to be reemployed under a one year limited contract at the salary at which they retired as follows:
 - 1. A bargaining unit member must have at least 10 years consecutive service in the Barnesville Exempted Village School District.

2. A bargaining unit member must submit a written letter of resignation by April 1 of the year in which he/she first becomes eligible for full retirement which shall be effective no earlier than June 1 and no later than June 15 of the year in which the letter of retirement is submitted. Any retirement prior to the end of the student school year must receive prior approval of the Superintendent.
3. Those bargaining unit members who were eligible to retire prior to the 2009-10 school year and did not, shall be permitted to retire under this provision and receive the incentive if they retire no earlier than June 1, 2010 and no later than June 15, 2010, in accordance with this Article. Any retirement prior to the end of the student school year must receive prior approval of the Superintendent. A bargaining unit member must submit a written letter of resignation by April 1, 2010.
4. A bargaining unit member who is eligible for full retirement but misses the April 1 deadline, forfeits his/her right to the retire/rehire retirement incentive. For purposes of this provision, "full retirement" shall mean an employee that has 30 years of service or elects to retire at age 65.
5. Any bargaining unit member who has previously received the retirement incentive set forth herein shall not be entitled to any other retirement incentive offered by the Barnesville Board of Education in the event of re-employment with the district, subsequent to retirement.
6. Any retire/rehired member is not eligible to receive a second severance payment upon leaving employment with the Board.
7. It shall be the responsibility of the bargaining unit member to be aware of when he/she becomes eligible for full retirement. Lack of knowledge or "innocent" errors shall not extend a bargaining unit member's deadline for written notice.
8. The one year limited contract shall automatically expire at the end of the school year without the need for notification to the employee or action of the Board of Education. This procedure for automatic non-renewal supersedes all provisions of O.R.C. 3319.11, 3319.111.

SALARY INDEX

Step	LPN	RN	BA	150 Hrs	Masters	MA + 15
0	0.60000	0.83860	1.00000	1.13800	1.19500	1.25200
1	0.63000	0.87260	1.13800	1.18900	1.24300	1.30500
2	0.66000	0.90650	1.17590	1.22400	1.29090	1.35800
3	0.69000	0.97440	1.21390	1.26690	1.33890	1.41010
4	0.72000	1.10830	1.25190	1.30990	1.38690	1.46400
5	0.75000	1.14220	1.29000	1.35300	1.43490	1.51200
6	0.78000	1.17620	1.32800	1.39500	1.48300	1.57000
7	0.81000	1.20620	1.36590	1.43890	1.53100	1.62300
8	0.84000	1.23620	1.40390	1.48190	1.57890	1.67600
9	0.87000	1.26620	1.44190	1.52500	1.63680	1.72900
10	0.90000	1.29620	1.48000	1.56800	1.67500	1.78200
11	0.93960	1.32620	1.51790	1.61100	1.72290	1.83500
15	0.96000	1.35620	1.54790	1.64100	1.75290	1.86500
20	0.99000	1.38620	1.57790	1.67100	1.78290	1.89500
23	1.02000	1.41620	1.67790	1.77100	1.88290	1.99500
25	1.05000	1.44620	1.71590	1.81400	1.93080	2.04800
27	1.08000	1.47620	1.75390	1.85700	1.97870	2.10100

ARTICLE IV EXTRA DUTY SALARY SCHEDULE

4.1 The treasurer will develop a form for the supplemental contract teacher to indicate the desired method of payment. The available dates for payment will be on the first pay of the following months as set forth below:

- A. For academic supplementals: November, March, and June.
- B. For fall athletic supplementals: September and November.
- C. For winter athletics: December and March.
- D. For spring athletics: April and June.

The teacher shall notify the treasurer by September 1. Failure to make timely notice shall permit the treasurer to use his/her own discretion in making payments. Payment shall either be made upon the completion of the supplemental contract duties or, for those supplemental duties that take place over the course of the academic year, prorated over the above-mentioned dates.

- 4.2 The Barnesville Board of Education agrees to the extra-duty schedules appended herein.
- 4.3 All salaries will be based on B.A. minimum at 0 step of the regular salary schedule.
- 4.4 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.
- 4.5 Guidance personnel will receive three percent (3%) of their indexed salary as a guidance responsibility factor.
- 4.6 Bargaining unit members who perform supplemental duties shall be granted supplemental contracts of one year's duration. Supplemental contracts shall automatically renew unless nonrenewed by the Board of Education, based upon the written recommendation of the superintendent on or before April 30. The supplemental contract of a non-bargaining unit individual employed by the Board in a supplemental position and in that position for three (3) consecutive years may be renewed by the Board without first offering the position to a bargaining unit member in accordance with O.R.C. §3313.53. Non-bargaining unit individuals employed as of the ratification date of this Agreement shall keep their positions for the 2009-10 school year. A person will not be employed in two athletic supplemental positions during the same season. The Board will issue employee-only athletic passes.
- A. Except as otherwise set forth in paragraph B, an employee who has completed his/her first and/or second year in a supplemental position shall be recommended for renewal for a subsequent year in the same supplemental position at the Superintendent's discretion. At the end of either the first or second year in a supplemental position, the procedures set forth in paragraph 4.7 below do not need to be followed. However, to be non-renewed at the end of the second year, an employee must have received an evaluation during the first or second year.
- B. An employee who has completed his/her third year in the same supplemental position or an employee hired for the same supplemental position that the employee held prior to July 1, 2006, shall be renewed for the same supplemental position unless the procedures set forth in paragraph 4.7 below are followed. Such action of non-renewal shall be based upon reasonable grounds and fair treatment.
- 4.7 SUPPLEMENTAL CONTRACT EVALUATION PROCEDURE
- A. The Superintendent shall make a recommendation for nonrenewal in writing based on the performance of the employee.
- B. The recommendation shall be issued to the employee prior to any Board action.

- C. Unsatisfactory performance must be documented and brought to the employee's attention; however, egregious conduct may result in immediate dismissal without adherence to the supplemental contract evaluation procedure.
- D. The employee shall be given a reasonable opportunity to improve.
- E. The employee, only with the consent of the Association, shall have the right to appeal a nonrenewal or dismissal through an appeal to Level Five (Arbitration) within fifteen (15) days of the Board's action. The arbitration hearing shall be expedited so as to guarantee the employee a decision upon closure of the hearing.

SUPPLEMENTAL SALARY INDEX – BOYS/GIRLS' SPORTS

POSITION	YEARS OF EXPERIENCE						
	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
Head Swimming	.077	.079	.081	.083	.085	.087	.089
Assistant Swimming	.025	.027	.029	.031	.033	.035	.037
Head Cross Country	.077	.079	.081	.083	.085	.087	.089
Assistant Cross Country	.025	.027	.029	.031	.033	.035	.037

Head Cross Country and Assistant Cross Country Coaching positions shall remain as below until such time that the coach in the position as of July 1, 2009 resigns the position or retires. After that time, the above shall be in effect.

SUPPLEMENTAL SALARY INDEX - BOYS' SPORTS

Index is based on B.A. minimum

POSITION	YEARS OF EXPERIENCE						
	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
Athletic Director	.200	.202	.205	.207	.209	.211	.213
Head Football	.165	.167	.169	.171	.173	.175	.177
Head Basketball	.155	.157	.159	.161	.163	.165	.167
Head Wrestling	.155	.157	.159	.161	.163	.165	.167
Head Baseball	.077	.079	.081	.083	.085	.087	.089
Head Track	.077	.079	.081	.083	.085	.087	.089
Head Golf	.050	.052	.054	.056	.058	.060	.062
Football Offensive Coordinator	.100	.102	.104	.106	.108	.110	.112
Football Defensive Coordinator	.100	.102	.104	.106	.108	.110	.112
Assistant Football	.085	.087	.089	.091	.093	.095	.097
Assistant Basketball	.059	.061	.063	.065	.067	.070	.072
Assistant Wrestling	.059	.061	.063	.065	.067	.070	.072
Assistant Track	.050	.052	.054	.056	.058	.060	.062

Athletic Trainer	.077	.079	.081	.083	.085	.087	.089
Assistant Baseball	.050	.052	.054	.056	.058	.060	.062
Cross Country	.050	.052	.054	.056	.058	.060	.062
Weight Room Supervisor	.050	.052	.054	.056	.058	.060	.062
Assistant Cross Country	.020	.022	.024	.026	.028	.030	.032

SUPPLEMENTAL SALARY INDEX - GIRLS' SPORTS

Index is based on B.A. minimum

POSITION	YEARS OF EXPERIENCE						
	0	1	2	3	4	5	6
Head Volleyball	.077	.079	.081	.083	.085	.087	.089
Head Basketball	.155	.157	.159	.161	.163	.165	.167
Head Track	.077	.079	.081	.083	.085	.087	.089
Head Softball	.077	.079	.081	.083	.085	.087	.089
Assistant Volleyball	.050	.052	.054	.056	.058	.060	.062
Assistant Track	.050	.052	.054	.056	.058	.060	.062
Assistant Basketball	.059	.061	.063	.065	.067	.070	.072
Assistant Softball	.050	.052	.054	.056	.058	.060	.062
Head Cheerleading Coach	.050	.052	.054	.056	.058	.060	.062
Assistant Cheerleading Coaches	.030	.032	.034	.036	.038	.040	.042
Majorette Advisor	.040	.042	.044	.046	.048	.050	.052
Head Cross Country	.050	.052	.054	.056	.058	.060	.062
Assistant Cross Country	.020	.022	.024	.026	.028	.030	.032

SUPPLEMENTAL SALARY INDEX - NONATHLETIC

Index is based on B.A. Minimum

All current employees will start at the 0 step

POSITION	YEARS OF EXPERIENCE						
	0	1	2	3	4	5	6
Instrumental Music Director	.100	.102	.104	.106	.108	.110	.112
Asst. Instrumental Music Dir.	.050	.052	.054	.056	.058	.060	.062
High School Vocal Music	.050	.052	.054	.056	.058	.060	.062
Senrab	.080	.082	.084	.086	.088	.090	.092
Shamrock Newspaper	.030	.032	.034	.036	.038	.040	.042
S.A.A.	.030	.032	.034	.036	.038	.040	.042
F.F.A. Director	.050	.052	.054	.056	.058	.060	.062
F.H.A. Director	.050	.052	.054	.056	.058	.060	.062
Thespian Club	.045	.047	.049	.051	.053	.055	.057
Media Specialist	.020	.022	.024	.026	.028	.030	.032

Student Council, H.S.	.030	.032	.034	.036	.038	.040	.042
Student Council, Elem.	.020	.022	.024	.026	.028	.030	.032
F.T.A.	.010	.012	.014	.016	.018	.020	.022
Equip. Maintain, I.A.	.030	.032	.034	.036	.038	.040	.042
Middle School Yearbook	.080	.082	.084	.086	.088	.090	.092
K-4 Yearbook	.080	.082	.084	.086	.088	.090	.092
Interact Advisor*	.010	.012	.014	.016	.018	.020	.022
M.S. Science Fair	.040	.042	.044	.046	.048	.050	.052
H.S. Science Fair	.040	.042	.044	.046	.048	.050	.052
Varsity "B"	.010	.012	.014	.016	.018	.020	.022
National Honor Society	.010	.012	.014	.016	.018	.020	.022
Key Club	.010	.012	.014	.016	.018	.020	.022
Art Club	.020	.022	.024	.026	.028	.030	.032
Drama Assistant Per Play	.035	.037	.039	.041	.043	.045	.047
Jr. Class Advisor	.035	.037	.039	.041	.043	.045	.047
Sr. Class Advisor	.035	.037	.039	.041	.043	.045	.047
Sophomore Class Advisor	.035	.037	.039	.041	.043	.045	.047
Freshman Class Advisor	.035	.037	.039	.041	.043	.045	.047
Destination Imagination Advisor	.030	.032	.034	.036	.038	.040	.042
Jr. High Vocal	.030	.032	.034	.036	.038	.040	.042
Elem. Computer Assistant	.030	.032	.034	.036	.038	.040	.042
Middle School Computer Asst.	.030	.032	.034	.036	.038	.040	.042
H.S. Computer Assistant	.030	.032	.034	.036	.038	.040	.042
Band Camp Instructor	.030	.032	.034	.036	.038	.040	.042
Solo & Ensemble Accompanist	.030	.032	.034	.036	.038	.040	.042
Art Fair Advisor	.015	.017	.019	.021	.023	.025	.027
Homecoming Advisor	.025	.027	.029	.031	.033	.035	.037
Spelling Bee Coordinator	.025	.027	.029	.031	.033	.035	.037
Special Olympics Coordinator	.025	.027	.029	.031	.033	.035	.037
Close Up Coordinator	.025	.027	.029	.031	.033	.035	.037
Middle School Drama	.025	.027	.029	.031	.033	.035	.037
Middle School Student Council	.030	.032	.034	.036	.038	.040	.042
Title I Coordinator	.200	.202	.204	.206	.208	.210	.212
Language Day Advisor	.030	.032	.034	.036	.038	.040	.042

*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.

Beginning with the 2010-2011 school year and thereafter, the administrative staff shall 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. 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. Once said positions are created, all REGULAR music department positions shall be open for bid among current music staff only. Failure on the part of administration to adequately construct and maintain such scheduling shall result in an immediate opening of negotiations for the purpose of discussing

music department positions only. For the 2009-2010 school year, the administration shall meet with music department staff and BEA representation to determine how said supplementals shall be paid. Such payment shall be equitable for work completed in corresponding positions and determined mutually among the meeting participants.

4.8 Extended Service

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

Vocational Agriculture (full unit) 45 days

Ten (10) additional days of extended service will be granted to the Vocational Agricultural Instructor. Due to the District receiving 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.

Instrumental Music	40 days
Director	
High School Guidance	20 days
Elem/Middle Guidance	20 days
Psychologist	10 days
Curriculum/Technology Coordinator	30 days
Media Specialist	10 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.

- 4.9 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.
- 4.10 A committee will be formed to create job descriptions for bargaining unit positions. The committee shall be comprised of three (3) persons appointed by the Superintendent and three (3) persons appointed by the Association. Either party has the right to utilize one (1) resource person in addition to the three (3) committee members to assist and attend the committee meetings.

The job descriptions shall be submitted to the Board and the Association for ratification. The committee shall make its recommendations by June 1, 2010. If the Board or Association fails to ratify, the job description will be returned to the committee for further consideration. If no agreement can be reached, either side may declare impasse and follow the dispute resolution as per Article 1.4.1.

ARTICLE V INSURANCE

- 5.1 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:
- A. Health insurance (includes prescription drug coverage)
 - 1. All (full and part-time) employees hired prior to July 1, 2004 – 90% of the monthly premium.
 - 2. Full time teachers hired on or after July 1, 2004 – 90% of the monthly premium.
 - 3. Part-time teachers (4 hours or less) hired on or after July 1, 2004 – 60% of the monthly premium.
 - B. Dental
 - 1. All (full and part-time) employees hired prior to July 1, 2004 – 90% of the monthly premium.
 - 2. Full time teachers hired on or after July 1, 2004 – 90% of the monthly premium.
 - 3. Part-time teachers (4 hours or less) hired on or after July 1, 2004 – 60% of the monthly premium.
 - C. Optical
 - 1. All (full and part-time) employees hired prior to July 1, 2004 – 90% of the monthly premium.
 - 2. Full time teachers hired on or after July 1, 2004 – 90% of the monthly premium.
 - 3. Part-time teachers (4 hours or less) hired on or after July 1, 2004 – 60% of the monthly premium.

The creation of a part-time position shall require mutual consent of the Barnesville Education Association and the Board of Education.

D. All (full and part-time) bargaining unit members hired prior to July 1, 2004, and all full-time bargaining unit members hired on or after July 1, 2004, shall not contribute more than \$1,687 annually for family coverage for health/prescription, dental and optical, or \$683 annually for single coverage for health/prescription, dental and optical, or \$683 annually for single coverage for health/prescription, dental and optical, and at any time during this contract.

E. Life Insurance

The Board of Education shall provide a \$25,000 group term life insurance policy for all certificated employees in the Barnesville Exempted Village School District.

5.2 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.

5.3 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, which is to be held on or before October 15 of each school year. A date for the next meeting shall be established at the end of each meeting.

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:

5.4 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 prorated 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.

5.5 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.

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

- 5.7 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.
- 5.8 A teacher that was laid off prior to the 2004-2005 school year as a result of the reduction in force implemented by the Barnesville Exempted Village School District Financial Planning & Supervision Commission, and who is recalled to employment with the Barnesville Exempted Village School District during the term of this Agreement, shall not be subject to the premium payments set forth in paragraph 5.1 (A-C) provided said teacher was not employed by another school district subsequent to his/her layoff resulting from the referenced reduction in force.

ARTICLE VI SICK LEAVE

- 6.1 The sick leave allocation for certified members of the Barnesville Exempted Village School District shall be a total of two hundred eighty (280) days, accumulated at fifteen (15) days per contract year.
- 6.2 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.
- 6.3 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.
- 6.4 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.
 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 twenty-five (25) 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 (100) 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 (100) days.
- 6.5 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.

ARTICLE VII SEVERANCE PAY

- 7.1 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. 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.

**ARTICLE VIII
PERSONAL LEAVE**

- 8.1 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.
- 8.2 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.
- 8.3 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.

**ARTICLE IX
ALTERNATE SICK/PERSONAL LEAVE PAYMENT**

- 9.1 Each full time employee who is employed for the entire school year shall be entitled to a payment of eight hundred dollars (\$800.00), to be paid by the Board with the last pay of June, less one hundred (\$100.00) 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 VI.
- 9.2 Part time employees and employees who commence employment after the start of the school year shall receive these payments on a prorata basis.

**ARTICLE X
PROFESSIONAL LEAVE**

- 10.1 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.
- 10.2 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.
- 10.3 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.
- 10.4 Expense reimbursement shall be on the following basis:
 - A. Registration Fees: Actual cost, receipt required.
 - B. Lodging: Actual cost, receipt required.

- C. All Meals: All reasonable costs, receipts required.
 - D. Travel: IRS rate per mile for personal. Actual cost if public carrier. Advance approval of type of carrier required. Receipt required.
 - E. 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.
- 10.5 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.

ARTICLE XI MILITARY LEAVE

- 11.1 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.
- 11.2 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.
- 11.3 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.
- 11.4 The letter from the commanding officer shall be submitted to the Superintendent as far in advance of taking the military leave as possible.
- 11.5 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.

ARTICLE XII UNPAID LEAVE

- 12.1 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.

- 12.2 The following conditions shall apply to any leave which is granted:
- A. Such leave is normally to be granted in one-semester blocks.
 - B. The allowable length of unpaid leave shall be based upon the type of leave requested, as outlined in this Agreement.
 - C. The request must be submitted at least forty (40) days prior to date of leave when practical.
 - D. Bargaining unit members on unpaid leave of absence will receive Board-provided insurance by paying the Board's share of the cost except as otherwise provided by this Agreement.
 - E. Experience credit will not accrue during an unpaid leave of absence unless otherwise provided in the leave approval process.
 - F. 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.
 - G. Teachers returning from an unpaid leave shall be granted the appropriate contract status. Teachers returning shall be assigned to duty as soon as possible.

12.3 TYPES OF LEAVE

- A. Parental Leave
 - 1. 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, shall have the right to an unpaid leave of absence for a period not to exceed one (1) year from the date of birth, termination of pregnancy leave, adoption, or date of the beginning of the severe health problem.
 - 2. Application for Parental Leave shall be filed 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.
- B. Pregnancy Leave
 - 1. Any employee who becomes pregnant shall have the right to an unpaid leave of absence to begin at any point during pregnancy and continue through the disability connected with delivery, up to a period of one (1) year. Nothing herein contained shall restrict the employee from using sick leave days for this same period of time, instead of utilizing the pregnancy leave provision.

2. Application for Pregnancy Leave should, when possible, be filed at least twenty (20) days prior to the beginning date of such leave. Such application may be amended as to the anticipated beginning and termination dates, at any time, whether before or after the commencement of the leave, based upon changes in the employee's condition, by filing of an amended application. Such application for amendment shall be submitted to the Superintendent.
3. Any person on pregnancy leave shall be permitted to maintain insurance benefits by paying the employee's share of the insurance premium.
4. Experience credit shall accrue.

C. Education Leave

1. 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.
2. 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.

D. Medical Leave

1. 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.
2. Length of such leave may be extended at the discretion of the Superintendent.
3. During the first two years of such leave, the individual may maintain insurance benefits by paying the employee's share of insurance premiums.
4. 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.

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

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.

**ARTICLE XIII
CIVIL LEAVE**

- 13.1 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.
- 13.2 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.

**ARTICLE XIV
BEREAVEMENT LEAVE**

- 14.1 A bargaining unit member shall be allowed a maximum of five (5) days of leave without loss of pay upon the death of a child, parent (natural, adoptive, foster or in-law), brother, sister, husband, wife. A bargaining unit member shall be allowed three (3) days of leave without loss of pay upon the death of a step-child, grandparent, grandchild, son-in-law, daughter-in-law, or any other person residing in the bargaining unit member's household. Substitutes shall be provided and paid for by the Board of Education for those bargaining unit members exercising bereavement leave.

**ARTICLE XV
ASSAULT LEAVE**

- 15.1 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.
- 15.2 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.

- 15.3 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.
- 15.4 Additional days of assault leave beyond those set forth in paragraph 15.1 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 XVI
EDUCATIONAL STATUS CHANGE EFFECTIVE DATE**

- 16.1 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:
- | <u>Coursework Confirmed Date</u> | <u>Effective Payment Period</u> |
|----------------------------------|---------------------------------|
| January 1 – March 31 | First Pay in April |
| April 1 – June 30 | First Pay in July |
| July 1 – September 30 | First Pay in October |
| October 1 – December 31 | First Pay in January |
- 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.

**ARTICLE XVII
WORKING CONDITIONS**

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

- 17.2 The regular work day for teachers shall not exceed 7 1/2 hours, including a thirty (30) minute duty-free lunch period.
- 17.3 Required teacher travel time between buildings shall not be a part of the thirty (30) minute duty-free lunch period.
- 17.4 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. Mandatory make-up days shall be dealt with as specified by state law.
- 17.5 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.
- 17.6 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.
- 17.7 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.
- 17.8 Teachers shall not be responsible for providing regular instructional equipment or student supplies.
- 17.9 Teachers shall be provided access to the following facilities and equipment:
- A. 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.
 - B. Teachers shall have access to a school telephone in an area suitable for private school-related conversations.
 - C. At each building, parking spaces shall be designated for teacher use. The Board and administration shall notify employees and students of such designation.
 - D. Teacher preparation areas shall continue to be provided in each school building where they currently exist.
- 17.10 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.

17.11 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.

17.12 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.

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.

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.

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).

17.13 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.

17.14 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.

17.15 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.

17.16 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.

17.17 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.

- 17.18 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.

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

- 17.19 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.

- 17.20 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.

ARTICLE XVIII INSERVICE

- 18.1 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.

**ARTICLE XIX
INDIVIDUAL CONTRACTS**

- 19.1 All teachers employed by the Board shall receive written contracts. The contract shall include:
- A. Name of the teacher
 - B. Name of the school district
 - C. Type of contract
 - D. Duration
 - E. 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.
 - F. 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.

**ARTICLE XX
SEQUENCE OF LIMITED CONTRACT ISSUE**

- 20.1 The normal sequence of issuing of limited regular contracts shall be:
- A. Upon initial employment, a one (1) year contract.
 - B. The second contract, a one (1) year contract.
 - C. The third contract, a one (1) year contract.
 - D. The fourth contract, a three (3) year contract.
 - E. 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.

- 20.2 A teacher issued a contract of less duration than stated in 21.1 shall be given reasons based on written evaluation and shall be allowed a conference with the superintendent to discuss the reasons.
- 20.3 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.

**ARTICLE XXI
CONTINUING CONTRACTS**

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

- 21.2 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.
- 21.3 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.

ARTICLE XXII VACANCIES AND TRANSFERS

22.1 DEFINITIONS

- A. "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.
- B. "Assignment" is defined as the specific grade level, certification area, and building site designated for each teacher.
- C. "Reassignment" is defined as a move within the same building site to another area of certification and/or grade level.
- D. "Transfer" is defined as a move from one building site to another.

22.2 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 three (3) 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 three (3) 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.

2. On the year-end information form distributed by the superintendent's office, staff members shall be given the opportunity to indicate an interest in being notified of all or specific vacancies.
 3. Staff members indicating such an interest shall provide information as to where they may be contacted during the summer.
 4. Staff members shall be contacted if an opening occurs in an area in which they have indicated an interest. If notified by phone, said staff member shall have five (5) working days during the school year and three (3) week days between July 10 and September 1 in which to make a decision on bidding for the position.
 5. If the Superintendent is unable to notify the interested staff member by phone, a letter shall be sent to the summer address indicated by the staff member. The staff member shall have five (5) working days during the school year and three (3) week days between July 10 and September 1 from the postmark of the letter in which to indicate an interest in bidding for the job.
- 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.
- 22.3 A. 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.
- 22.4 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 three (3) 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.

**ARTICLE XXIII
ASSOCIATION RIGHTS**

- 23.1
 - 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.
- 23.2
 - 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.

- 23.3 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.
- 23.4 Board-provided bulletin boards in building office areas and teacher preparation areas shall have designated sections for Association use.
- 23.5 Association identification will be permitted in designated bulletin board sections, in teacher preparation areas, and on bargaining unit members' personal property.
- 23.6
- 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.
- 23.7
- 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.

- 23.8 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.

**ARTICLE XXIV
PROFESSIONAL DRESS**

- 24.1 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 XXV
MANAGEMENT RIGHTS**

- 25.1 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 XXVI
PERSONNEL FILES**

- 26.1 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.
- 26.2 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.
- 26.3 The file shall not be removed from the Administrative Center by the teacher. (Copies may be obtained).
- 26.4 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.
- 26.5 Each file shall contain a record of when and why the file was opened. Exceptions to this provision are:
- A. The filing of items;
 - B. Obtaining information for required reports;
 - C. Routine personnel functions performed by central office employees.

26.6 Personnel files shall contain some or all of the following:

- A. Application for employment including references;
- B. Copy of the latest contract and/or salary notice;
- C. Teaching certificate (copy);
- D. Official transcript of college credit;
- E. Record of military service;
- F. Evaluation forms;
- G. Letters of reprimand/commendation.

- 26.7 A. 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.
- B. Anonymous letters or material shall not be placed in the teacher's file nor shall they be made a matter of record.
- C. 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.

**ARTICLE XXVII
PARENTAL CONCERN PROCEDURE**

- 27.1 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.
- 27.2 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.
- 27.3 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:
- A. The allegation is in writing and is signed by a complainant on the complaint form as provided.

- B. A conference was held including the complainant, teacher, and principal or immediate supervisor. The teacher may have Association representation at the meeting.
 - C. 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.
 - D. The teacher shall have the right to submit in writing a rebuttal which shall be attached to the complaint.
 - E. Teacher signature is not an indication of agreement with the findings, but only provides verification of having seen the complaint.
- 27.4 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.
- 27.5 All parental or citizen complaints shall be made on the proper form and must be filed within 30 days of the occurrence of the incident or within 30 days of becoming knowledgeable of the incident which triggered the complaint.

ARTICLE XXVIII EVALUATION PROCEDURE

28.1 GENERAL PROVISIONS

- A. The evaluation of a teacher's professional performance is the responsibility of the administration; however, the individual teachers within the district should have the desire to improve their professional performance, and their formal training and experience provide them with a basis for such improvement upon evaluation.
- B. The professional performance of each teacher in the district shall be evaluated. The major purpose of such evaluation shall be the improvement of professional performance of teachers in the Barnesville Exempted Village School District.
- C. The evaluation of professional performance shall encompass classroom observation and day-to-day performance. All monitoring or observation of work performance of a staff member shall be conducted openly and with full knowledge of the staff member.
- D. All classroom teachers, prior to each evaluation cycle, shall be advised as to the evaluative procedures and instruments to be used for evaluation.
- E. When performance regarding such items as classroom discipline, promptness, attendance, and the like is reduced to writing by the evaluator, a copy of the evaluation shall be given to the teacher.

- F. The teacher concerned shall sign the copy of the observation or summative evaluation to signify that it was discussed with him/her, but the signature need not signify that the teacher either agrees or disagrees with the findings.
- G. Each teacher has the privilege of writing additional comments to the evaluator's conclusions. Such comments must be submitted by the teacher within five (5) working days after the date of the discussion. The evaluator's written conclusions and the teacher's comments thereto, if any, shall be placed in the teacher's personnel file.
- H. When on any observation or summative evaluation form the professional performance of a teacher or any portion thereof is designated as "unsatisfactory" by the evaluator, the evaluator and the teacher shall mutually construct a written program for improvement; however, a program may not be considered to be an assurance by the administration or the evaluator that their utilization will improve the professional performance of the teacher. The administration shall give definite, positive assistance to the teacher. A time period of at least one (1) month shall be allowed for the purpose of correcting deficiencies.
- I. An observation shall be for an entire lesson, period, or class presentation.
- J. All observations that are to become a matter of record shall be followed within five (5) working days by a conference between the principal and the staff member in order for questions arising from the observations to be discussed. Staff members shall be given a copy of any class-visit report, evaluation report, or recorded observations prepared by their supervisor regarding the observation.
- K. The observer shall write a report on all observations that are to become a matter of record.
- L. All formal observations shall be in writing and shall be based on actual observations of classroom performance only.
- M. Staff members whose limited contracts are to be considered for renewal shall have their limited contract extended for one year if they are absent more than eighty-four (84) days in that year. Only sick leave and/or personal leave days shall be part of this calculation.
- N. Except for staff members in a renewal year, all full evaluations will be completed between September 1 and May 1. For staff members whose limited contracts are to be considered for renewal, full evaluations must be completed between September 1 and April 1; however, staff members shall not be observed more than once in a thirty (30) day period.

28.2 TEACHER APPRAISAL AND INSTRUCTIONAL IMPROVEMENT PLAN

- A. Purpose:
 - 1. To verify the quality of instruction and professional service within the District.

2. To ensure a basic level of competence for professional service within the District.
3. To provide definite written records of a staff member's performance to be used:
 - a. As evidence of a staff member's performance in awarding or continuing employment and/or dismissal;
 - b. As reference material for recommendation to other systems;
 - c. To serve as written documentation in cases of nonrenewal.

B. Directions for Determining Evaluation Instruments to be Used:

At the beginning of each school year, a committee shall meet to determine the evaluation instruments to be used for that school year. The committee shall consist of:

1. The Superintendent or his/her designee;
2. The president of the Association or his/her designee;
3. Three (3) members appointed by the superintendent;
4. Three (3) members appointed by the Association.

This committee shall be responsible for the design or revision of the following instruments:

1. An evaluation procedure and form for teachers with less than four (4) years of experience in the District;
2. An evaluation procedure and form for teachers with four (4) or more years of experience in the District;
3. A method for encouraging staff self-evaluation and goal setting;
4. This committee shall design the evaluation instrument(s) by September 15 of each school year, following the initial development of said instrument.

C. Who Is Evaluated

1. First-year teachers: A full evaluation cycle. This includes a minimum of three (3) formal classroom visits and one summative evaluation.
2. Second-year teachers: A full evaluation cycle. This includes a minimum of two (2) formal classroom visits and one summative evaluation.

3. Third-year teachers: A full evaluation cycle. This includes a minimum of two (2) formal classroom visits and one summative evaluation.
 4. Three-year contract: A full evaluation cycle during the contract renewal year. This includes a minimum of two (2) formal classroom visits and one summative evaluation.
 5. Five-year contract: A maximum of two (2) formal evaluation cycles during the five-year contract. One of the full evaluation cycles shall be conducted during the contract renewal year. This includes a minimum of two (2) formal classroom visits and one summative evaluation.
 6. Tenure status: One formal evaluation every fourth year, dating from the time tenure was granted or from the date of the most recent evaluation. This includes a minimum of one (1) formal classroom visit.
- D. Correcting Deficiencies: A staff member who is declared deficient in any area shall be given such deficiencies in writing and be given the opportunity to correct the deficiencies. The administration shall give definite positive assistance to the teacher. The assistance shall be outlined in a written plan developed by the evaluator and the staff member. A time period of at least one (1) month shall be allowed for the purpose of correcting deficiencies.

ARTICLE XXIX TEACHER DISMISSAL POLICY

29.1 TERMINATION OF CONTRACT

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

29.2 NONRENEWAL OF REGULAR LIMITED CONTRACT

Teachers newly hired by the Board after July 1, 2007, shall have a two (2) year probationary period during which they may be nonrenewed without just cause. During the first year of probationary employment, the teacher may be nonrenewed pursuant to Ohio law. During the second year of probationary employment, the teacher may be nonrenewed only after being given deficiencies in writing and the opportunity to correct the deficiencies. Nonrenewal of a non-probationary teacher's regular limited contract shall be based upon written evaluation and due to a teacher's lack of ability, low degree of professional competency, or other reasonable and just cause.

29.3 TEACHER DISMISSAL PROCEDURE

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 March 1 of the intent to recommend or act upon nonrenewal. In the event that nonrenewal is to be acted upon at any Board meeting other than an April Board meeting, the teacher is to be given a minimum of thirty (30) days' advance notice of the intended action. For teachers who are in their first year of probationary employment in the District, such notice shall state the reasons for nonrenewal; however, the Administration is not required to follow the requirements of 29.2(D). During the second year of probationary employment, the teachers may be nonrenewed only after being given deficiencies in writing and the opportunity to correct the deficiencies. 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, and 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.

ARTICLE XXX SCHOOL CALENDAR

- 30.1 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.

- 30.2 They shall meet with the Superintendent at mutually agreed times in February or March, each year, to develop a school calendar.

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

**ARTICLE XXXI
REDUCTION IN FORCE**

- 31.1 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.

- 31.2 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.

- 31.3 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, present assignment, and building assignment.

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

- A. The suspension of contracts shall be on last employed - first to be suspended by teaching field basis and shall occur to non-tenured teachers first.
- B. Should it become necessary to suspend the contract of any tenured teacher pursuant to this policy, such suspension shall be made from tenured teachers on a last employed - first suspended by teaching field basis.
- 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.

- 31.5 **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: Shall be defined as the current teaching field and/or subject said teacher is certified to teach.

31.6 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.

31.7 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.

31.8 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 order of seniority of tenured teachers, by the teacher's preferred area of certification.
- B. If the vacant area cannot be filled from tenured teachers, then non-tenured teachers by seniority by preferred area of certification.
- C. 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.
- D. All rights of recall shall expire five (5) years after the date of suspension.

**ARTICLE XXXII
NO STRIKE**

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

**ARTICLE XXXIII
PROTECTED STRIKES**

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

**ARTICLE XXXIV
FAIR SHARE FEE**

34.1 **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.

34.2 **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.

34.3 **SCHEDULE OF FAIR SHARE FEE DEDUCTIONS**

A. All Fair Share Fee Payors

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.

34.4 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.

34.5 PROCEDURE FOR REBATE

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.

34.6 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.

34.7 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:

- A. 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;
- B. The Association shall reserve the right to designate counsel to represent and defend the employer;
- C. 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;
- D. 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.

**ARTICLE XXXV
TUITION REIMBURSEMENT**

- 35.1 A. A sum of twelve thousand dollars (\$12,000) 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 no more than fifty percent (50%) of the actual cost to take the graduate hours. Payments will be prorated on the basis of total semester hours reimbursement.
- 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.

ARTICLE XXXVI
LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC)

- 36.1 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.
- 36.2 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.
- 36.3 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.
- 36.4 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.
- 36.5 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.
- 36.6 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.
- 36.7 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.
- 36.8 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.

**ARTICLE XXXVII
SEVERABILITY**

- 37.1 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.
- 37.2 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.
- 37.3 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.
- 37.4 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.

**ARTICLE XXXVIII
NO REPRISAL CLAUSE**

- 38.1 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 XXXIX
NON-DISCRIMINATION CLAUSE**

- 39.1 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 XL
NO SUBCONTRACTING

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

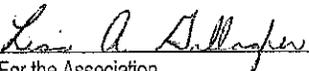
ARTICLE XLI
TERMS, CONDITIONS, AND BENEFITS

41.1 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.

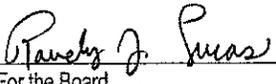
41.2 This benefit shall extinguish once this contract is no longer in effect.

ARTICLE XLII
EFFECTS OF AGREEMENT

42.1 The terms of all sections of this Agreement shall be for three (3) years from July 1, 2009, to June 30, 2012.



For the Association



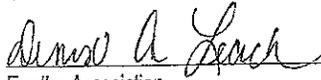
For the Board

1-13-2010
Date

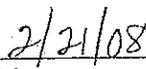
1-13-2010
Date

MEMORANDUM OF UNDERSTANDING
Between the Barnesville Education Association OEA/NEA
And
The Barnesville Exempted Village School District Board of Education

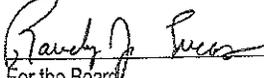
The Association and the Board agree that the LPN and RN can only change their educational status and move horizontally on the salary schedule for coursework related to the nursing profession as approved by the Superintendent.



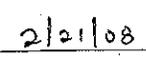
For the Association



Date



For the Board



Date

2009 - 2010 SCHOOL YEAR

YRS.	150					
	LPN	RN	B.A.	Hours	MASTERS	M.A.+15
0	15,493.42	21,654.64	25,822.37	29,385.86	30,857.73	32,329.61
1	16,268.09	22,532.60	29,385.86	30,702.80	32,097.21	33,698.19
2	17,042.76	23,407.98	30,364.52	31,606.58	33,334.10	35,066.78
3	17,817.44	25,161.32	31,345.77	32,714.36	34,573.57	36,412.12
4	18,592.11	28,618.93	32,327.03	33,824.72	35,813.04	37,803.95
5	19,366.78	29,494.31	33,310.86	34,937.67	37,052.52	39,043.42
6	20,141.45	30,372.27	34,292.11	36,022.21	38,294.57	40,541.12
7	20,916.12	31,146.94	35,270.78	37,155.81	39,534.05	41,909.71
8	21,690.79	31,921.61	36,252.03	38,266.17	40,770.94	43,278.29
9	22,465.46	32,696.28	37,233.28	39,379.11	42,266.06	44,646.88
10	23,240.13	33,470.96	38,217.11	40,489.48	43,252.47	46,015.46
11	24,262.70	34,245.63	39,195.78	41,599.84	44,489.36	47,384.05
12	24,262.70	34,245.63	39,195.78	41,599.84	44,489.36	47,384.05
13	24,262.70	34,245.63	39,195.78	41,599.84	44,489.36	47,384.05
14	24,262.70	34,245.63	39,195.78	41,599.84	44,489.36	47,384.05
15	24,789.48	35,020.30	39,970.45	42,374.51	45,264.03	48,158.72
16	24,789.48	35,020.30	39,970.45	42,374.51	45,264.03	48,158.72
17	24,789.48	35,020.30	39,970.45	42,374.51	45,264.03	48,158.72
18	24,789.48	35,020.30	39,970.45	42,374.51	45,264.03	48,158.72
19	24,789.48	35,020.30	39,970.45	42,374.51	45,264.03	48,158.72
20	25,564.15	35,794.97	40,745.12	43,149.18	46,038.70	48,933.39
21	25,564.15	35,794.97	40,745.12	43,149.18	46,038.70	48,933.39
22	25,564.15	35,794.97	40,745.12	43,149.18	46,038.70	48,933.39
23	26,338.82	36,569.64	43,327.35	45,731.42	48,620.94	51,515.63
24	26,338.82	36,569.64	43,327.35	45,731.42	48,620.94	51,515.63
25	27,113.49	37,344.31	44,308.60	46,841.78	49,857.83	52,884.21
26	27,113.49	37,344.31	44,308.60	46,841.78	49,857.83	52,884.21
27	27,888.16	38,118.98	45,289.85	47,952.14	51,094.72	54,252.80
28	27,888.16	38,118.98	45,289.85	47,952.14	51,094.72	54,252.80
29	27,888.16	38,118.98	45,289.85	47,952.14	51,094.72	54,252.80
30	27,888.16	38,118.98	45,289.85	47,952.14	51,094.72	54,252.80

2010 – 2011 SCHOOL YEAR

YRS.	150					
	LPN	RN	B.A.	Hours	MASTERS	M.A.+15
0	15,803.29	22,087.73	26,338.82	29,973.58	31,474.89	32,976.20
1	16,593.46	22,983.25	29,973.58	31,316.86	32,739.15	34,372.16
2	17,383.62	23,876.14	30,971.82	32,238.72	34,000.78	35,768.12
3	18,173.79	25,664.55	31,972.69	33,368.65	35,265.05	37,140.37
4	18,963.95	29,191.31	32,973.57	34,501.22	36,529.31	38,560.03
5	19,754.12	30,084.20	33,977.08	35,636.42	37,793.57	39,824.30
6	20,544.28	30,979.72	34,977.95	36,742.65	39,060.47	41,351.95
7	21,334.44	31,769.88	35,976.19	37,898.93	40,324.73	42,747.90
8	22,124.61	32,560.05	36,977.07	39,031.50	41,586.36	44,143.86
9	22,914.77	33,350.21	37,977.94	40,166.70	43,111.38	45,539.82
10	23,704.94	34,140.38	38,981.45	41,299.27	44,117.52	46,935.78
11	24,747.96	34,930.54	39,979.69	42,431.84	45,379.15	48,331.73
12	24,747.96	34,930.54	39,979.69	42,431.84	45,379.15	48,331.73
13	24,747.96	34,930.54	39,979.69	42,431.84	45,379.15	48,331.73
14	24,747.96	34,930.54	39,979.69	42,431.84	45,379.15	48,331.73
15	25,285.27	35,720.71	40,769.86	43,222.00	46,169.32	49,121.90
16	25,285.27	35,720.71	40,769.86	43,222.00	46,169.32	49,121.90
17	25,285.27	35,720.71	40,769.86	43,222.00	46,169.32	49,121.90
18	25,285.27	35,720.71	40,769.86	43,222.00	46,169.32	49,121.90
19	25,285.27	35,720.71	40,769.86	43,222.00	46,169.32	49,121.90
20	26,075.43	36,510.87	41,560.02	44,012.17	46,959.48	49,912.06
21	26,075.43	36,510.87	41,560.02	44,012.17	46,959.48	49,912.06
22	26,075.43	36,510.87	41,560.02	44,012.17	46,959.48	49,912.06
23	26,865.60	37,301.04	44,193.91	46,646.05	49,593.36	52,545.95
24	26,865.60	37,301.04	44,193.91	46,646.05	49,593.36	52,545.95
25	27,655.76	38,091.20	45,194.78	47,778.62	50,854.99	53,941.90
26	27,655.76	38,091.20	45,194.78	47,778.62	50,854.99	53,941.90
27	28,445.93	38,881.37	46,195.66	48,911.19	52,116.62	55,337.86
28	28,445.93	38,881.37	46,195.66	48,911.19	52,116.62	55,337.86
29	28,445.93	38,881.37	46,195.66	48,911.19	52,116.62	55,337.86
30	28,445.93	38,881.37	46,195.66	48,911.19	52,116.62	55,337.86

2011 - 2012 SCHOOL YEAR

YRS.	150					
	LPN	RN	B.A.	Hours	MASTERS	M.A.+15
0	16,119.36	22,529.49	26,865.60	30,573.05	32,104.39	33,635.73
1	16,925.33	23,442.92	30,573.05	31,943.20	33,393.94	35,059.61
2	17,731.30	24,353.67	31,591.26	32,883.49	34,680.80	36,483.48
3	18,537.26	26,177.84	32,612.15	34,036.03	35,970.35	37,883.18
4	19,343.23	29,775.14	33,633.04	35,191.25	37,259.90	39,331.24
5	20,149.20	30,685.89	34,656.62	36,349.16	38,549.45	40,620.79
6	20,955.17	31,599.32	35,677.52	37,477.51	39,841.68	42,178.99
7	21,761.14	32,405.29	36,695.72	38,656.91	41,131.23	43,602.87
8	22,567.10	33,211.25	37,716.62	39,812.13	42,418.10	45,026.75
9	23,373.07	34,017.22	38,737.51	40,970.04	43,973.61	46,450.62
10	24,179.04	34,823.19	39,761.09	42,125.26	44,999.88	47,874.50
11	25,242.92	35,629.16	40,779.29	43,280.48	46,286.74	49,298.38
12	25,242.92	35,629.16	40,779.29	43,280.48	46,286.74	49,298.38
13	25,242.92	35,629.16	40,779.29	43,280.48	46,286.74	49,298.38
14	25,242.92	35,629.16	40,779.29	43,280.48	46,286.74	49,298.38
15	25,790.98	36,435.13	41,585.26	44,086.45	47,092.71	50,104.34
16	25,790.98	36,435.13	41,585.26	44,086.45	47,092.71	50,104.34
17	25,790.98	36,435.13	41,585.26	44,086.45	47,092.71	50,104.34
18	25,790.98	36,435.13	41,585.26	44,086.45	47,092.71	50,104.34
19	25,790.98	36,435.13	41,585.26	44,086.45	47,092.71	50,104.34
20	26,596.94	37,241.09	42,391.23	44,892.42	47,898.68	50,910.31
21	26,596.94	37,241.09	42,391.23	44,892.42	47,898.68	50,910.31
22	26,596.94	37,241.09	42,391.23	44,892.42	47,898.68	50,910.31
23	27,402.91	38,047.06	45,077.79	47,578.98	50,585.24	53,596.87
24	27,402.91	38,047.06	45,077.79	47,578.98	50,585.24	53,596.87
25	28,208.88	38,853.03	46,098.68	48,734.20	51,872.10	55,020.75
26	28,208.88	38,853.03	46,098.68	48,734.20	51,872.10	55,020.75
27	29,014.85	39,659.00	47,119.58	49,889.42	53,158.96	56,444.63
28	29,014.85	39,659.00	47,119.58	49,889.42	53,158.96	56,444.63
29	29,014.85	39,659.00	47,119.58	49,889.42	53,158.96	56,444.63
30	29,014.85	39,659.00	47,119.58	49,889.42	53,158.96	56,444.63