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AGREEMENT

BY AND BETWEEN

THE FRONTIER LOCAL SCHOOL DISTRICT

AND

THE FRONTIER LOCAL EDUCATION ASSOCIATION

July 1, 2020 to June 30, 2022

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ARTICLE 1 INTENT AND PURPOSE

- 1.01** This agreement entered into by the Board of Education of the Frontier Local School District, New Matamoras, Ohio, (hereinafter referred to as the "Board") and its agents and the Frontier Local Education Association (hereinafter referred to as the "Union") has as its intent and purpose the following:
- 1.02** To achieve and maintain a satisfactory and stabilized employer/employee relationship.
- 1.03** To provide for the peaceful and equitable adjustment of differences which may arise.
- 1.04** To set forth the following conditions: wages, hours, benefits, terms, and other conditions of employment and the continuation, modification, or deletion of any existing provision of a collective bargaining agreement with the intention of reaching an agreement.
- 1.05** To ensure the right of every employee to fair and impartial treatment.

ARTICLE 2 RECOGNITION

- 2.01** The Frontier Local Board of Education, hereinafter referred to as the "Board", hereby recognizes the Frontier Local Education Association, OEA/NEA-Local, hereinafter referred to as the "Union", as the sole and exclusive bargaining representative for the purposes of and as defined in Chapter 4117 Ohio Revised Code for all professional, nonsupervisory personnel both full and part-time whether under written contract, on leave, or on a per diem or hourly rate basis, employed by the Board currently performing bargaining unit work or any similar work including by way of illustration only but not limitation, classroom teacher (K-12, adult, special, vocational, and full-time substitutes), guidance counselors, librarians, media and program specialists, coordinators, department heads, athletic directors, visiting teachers, tutors, and head teachers. Part-time employees shall be defined as those employees who regularly work more than eighteen (18) hours per week but less than 36 ¼ hours.
- 2.02** Except as provided elsewhere in the article, the parties agree that all positions not specifically included in the bargaining unit shall be excluded from the bargaining unit. Such exclusion includes the superintendent, assistant superintendents, principals, assistant principals, and other administrative personnel, as defined in Section 4117.01 (k) of the Ohio Revised Code and all noncertified, or management, or supervisory, or confidential personnel, as those terms are defined by the Ohio Collective Bargaining Act.
- 2.03** In the event that a new position is created within the District, the Board shall determine whether the new or changed position will be included in or excluded from the bargaining unit and shall so advise the Union in writing within five (5) calendar days of creation. If the Union disputes the Board's determination of bargaining unit status, the parties will meet to attempt to resolve their disagreement within seven (7) calendar days from the Union's

notification to the Superintendent. If the parties agree on the determination, it shall be implemented as agreed by the Board and the Union. If the parties do not agree, the position(s) shall be promptly appealed by the Union and Board to the State Employment Relations Board (SERB).

- 2.04** After forty-five (45) calendar days from the date the notice to negotiate was received by SERB, either party may call for the services of a mediator from Federal Mediation and Conciliation Service to provide assistance to the parties. If one (1) party requests mediation, the others shall join in such request. The above dispute resolution procedure supersedes the dispute resolution procedure contained in 4117 Ohio Revised Code. Nothing herein shall be construed as a waiver of the Union's rights provided in 4117.14(D)(2) of the Ohio Revised Code.

ARTICLE 3 UNION SECURITY AND DUES CHECK-OFF

- 3.01** The Board and the Union agree that membership in the Union is available to all bargaining unit employees.
- 3.02** A. The Board agrees to deduct dues, fees, and assessments from the pay of bargaining unit members upon receiving written authorization signed individually and voluntarily by the employee. Payroll deductions shall include but not be limited to the following:
1. Unified Dues: National Education Association, Ohio Education Association, Southeastern Ohio Education Association, and departments of OEA as found on the yearly enrollment form selected by the individual shall constitute one (1) deduction.
 2. Insurance
 3. Savings Bonds
 4. Annuities
 5. Credit Union
 6. OEA Fund for Children and Public Education
 7. Income Taxes: Federal, state (Ohio or West Virginia), and city taxes.
 8. Payback pursuant to STRS rules and regulations.
 9. Direct Payroll Deposit (if 55 employees, or less as determined by the treasurer, elect to participate)
- B. The signed payroll deduction form must be presented to the Board's designated payroll officer who will deduct Union dues from the payroll check for the pay period following the pay period in which the authorization was received and dues are deducted by the Board. A check, equal to the amount of the deductions, shall be remitted to the Union within thirty (30) days of this date such deductions are made.

- 3.03** Dues authorizations under Section 3.02 A. shall be irrevocable for the term of this agreement, except that an employee shall have the right to revoke such authorization by giving written notice to the payroll officer during the first thirty (30) days of the ninety (90) day period preceding the termination of this agreement.
- 3.04** The Board shall be relieved from making such deductions upon (a) transfer to a position other than one covered by the bargaining unit, (b) termination from payroll, or (c) revocation of the dues authorization in accordance with the terms of this agreement.
- 3.05** It is specifically agreed that the Board assumes no obligation, financial or otherwise, arising out of the provisions of this article, and the Union hereby agrees that it will indemnify and hold the Board harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Board hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.
- 3.06** It is agreed that neither the employees nor the Union shall have a claim against the Board for errors in the processing of deductions unless a claim of error is made to the Board in writing.
- 3.07** Payroll deduction of said dues shall be authorized for the exclusive bargaining agent only and no other organization attempting to represent the employees within the bargaining unit.
- 3.08**
- A. All bargaining unit employees who are not members of the Union shall pay to the Union through payroll deduction a fair share fee as a condition of their continued employment. The Union guarantees that its fair share fee satisfies the requirements of federal case law as announced in Chicago Teachers Local No. 1 vs. Hudson, U.S. 292, 106 S. Ct. 1066, 89 L.Ed. (2d) 232 (1986) and Tierney vs. Toledo 824 F. (2d) 1497 (6th Circuit, Ohio, 1987).
 - B. Payroll deduction of said dues shall be authorized for the exclusive bargaining agent only, and no other organization attempting to represent the employees within the bargaining unit.
 - C. The treasurer of the Board shall, upon notification from the Union that a member has terminated membership, commence the check-off 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 membership dues less the amount previously paid through payroll deductions.
 - D. Payroll deduction of such fair share fees shall not begin until the first paycheck after January 15th.
 - E. Dues rates and fair share fee rates shall be transmitted by the Union to the Treasurer of the Board for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Union.

- F. The Board further agrees to accompany each such transmittal with a list of names of bargaining unit members for whom all such deductions were made, the period covered, and the amounts deducted for each.
- G. Upon timely demand, nonmembers may appeal to the Union the payment of the fair share fee pursuant to the internal procedure adopted by the Union, or such nonmembers may submit such appeals as provided by law.
- H. The amount to be deducted from the pay of all Union members shall be the total dues as paid by members of the Union, and such deductions shall continue through the remaining number of payroll periods over which Union membership dues are deducted.
- I. Indemnification of the Board:
 - 1. The Union (on behalf of itself, OEA, and NEA) agrees to indemnify the Board for any cost or liability, including punitive damages, incurred by 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 Union shall reserve the right to designate council to represent and defend the employer.
 - c. The Board agrees to:
 - 1) Give full and complete cooperation and assistance to the Union and its council at all levels of the proceedings.
 - 2) Permit the Union or its affiliates to intervene as a party if it so desires and/or,
 - 3) To not oppose the Union or its affiliate's application to file briefs amicus curiae.
 - 2. The Board acted in good 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 provisions herein.

ARTICLE 4

PLEDGE AGAINST DISCRIMINATION TO COERCION

- 4.01** The provisions of the agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, race, color, religion, handicap, national origin, sexual orientation or marital status.

- 4.02** The Board agrees not to interfere with the rights of employees to become members of the Union, and there shall be no disparate treatment, interference, restraint or coercion by the Board or any Board representative against any employee because of Union membership or because of any legal employee activity in an official capacity on behalf of the Union.
- 4.03** The Union agrees not to interfere with the rights of employees to not become members of the Union, and there shall be no disparate treatment, restraint, or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

ARTICLE 5 UNION REPRESENTATION

- 5.01** The Union may select representatives for each school building. Representatives involved in representation of a bargaining unit employee at any authorized presentation will not, if the presentation is scheduled on work time, suffer any loss of pay for time spent in such presentations.
- 5.02** The president, or in his/her absence the vice-president, of the Union shall have the privileges accorded the building representatives when it is known that a representative will be absent or unavailable or when an employee chooses the president or vice-president as his/her representative in lieu of a building representative.
- 5.03** The Union shall provide to the Superintendent of the district an official roster of its officers.
- 5.04** A. Union representatives shall have the right to call a meeting with its members before or after school. Whenever a building is to be used before school, the Union representative shall notify the principal twenty-four (24) hours prior to use. Arrival times at a work station shall not be delayed by said meeting. The Union shall have the right to use any school building at the close of school any day that school is in session.
- B. Authorization to use any school shall be permitted, as long as the use does not interfere with a previously scheduled use of the building. The principal shall be notified twenty-four (24) hours in advance whenever possible. The Union shall pay the cost of extra cleaning or set-up expenses, if any.
- 5.05** The Board shall provide exclusive bulletin board space in or near each teacher's lounge for use by the Union for the purpose of posting notices.
- 5.06** All notices which appear on the Union's bulletin boards shall be posted by the designated building representative. Union notices relating to the following matters may be posted:
- A. Union recreation and social affairs,
 - B. Notice of Union meetings,
 - C. Union appointments,
 - D. Notice of Union elections,

- E. Result of Union elections,
- F. Reports of standing committees and independent arms of the Union,
- G. Publications, rulings, or policies of the Union.

All other notices of any kind not covered by A through G must receive prior approval of the Superintendent or the building principal.

- 5.07** The Union shall be authorized to use Board owned equipment, including typewriters, mimeograph machines, other duplicating equipment, telephones, calculating machines, and all types of audiovisual equipment, when such equipment is not otherwise in use. Supplies and fees in connection with such equipment use will be furnished or paid by the Union.
- 5.08** The Union shall be authorized the use of the school mail system. Items mailed by the Union will be placed in a plain envelope with building and recipient's name on it.
- 5.09** The Board, upon three (3) calendar days notice from the Union, shall place the Union on regular Board meeting agendas. The Union, upon request, may be placed on the agenda at all emergency or special meetings. Discussion with the Union shall be in open or executive session at the discretion of the Board.
- 5.10** Upon request of the Union president, the Union shall within five (5) days (excluding Saturday, Sunday, and holidays) be provided public documents that are regularly and routinely prepared in the normal course of district business. Such documents shall include, but not be limited to, Board agendas, minutes, appropriations reports, forms 4502, treasurer's reports, and amended certificates.
- 5.11** The Union president or his/her designee may address all employees at the initial in-service meetings for a period not to exceed thirty (30) minutes to explain the purposes and programs of the Union and to distribute copies of this agreement and Union literature.

ARTICLE 6 ACADEMIC FREEDOM

- 6.01** Bargaining unit members shall be granted academic freedom. Such freedom shall be exercised within the bounds of the Board adopted courses of study. Bargaining unit members shall have the right to create a classroom environment which shall be conducive to investigation, interpretation, analysis, and evaluation of data on all sides of a critical issue under study. Bargaining unit members shall be responsible for exercising reasonable and sound judgment in accordance with generally accepted professional standards in selecting for discussion those issues which he/she deems relevant to the maturity and understanding of the students involved. The principal in each school shall be responsible for supervising bargaining unit members with respect to all teaching activity conducted within the building to assure compliance with such Board adopted courses of study.

ARTICLE 7 GRIEVANCE PROCEDURE

- 7.01** The term “grievance” shall mean an allegation by a bargaining unit employee(s) or the Association that there has been a violation, misinterpretation, or improper application of this agreement.
- 7.02** A grievance must be submitted to the grievance procedure within twenty (20) working days after the grievant knows or should have known the facts giving rise to the grievance. Otherwise, it will be considered not to have existed.
- 7.03** Each grievance must be presented at the proper step and time in progression, in order to be considered at the next step.
- A. The grievant may withdraw, without prejudice, a grievance at any point by submitting, in writing, a statement to that effect or by permitting the time requirements at any step to lapse without further appeal. A grievant shall not be subject to any form of reprisal for instituting a grievance or withdrawing a grievance.
 - B. Any grievance not answered by the Board’s representatives within the stipulated time limits may be advanced by the grievant to the next step in the grievance procedure.
 - C. Either party will be granted a three (3) workday extension of the grievance at the level the grievance is pending by notification to the other party.
 - D. All written grievances must contain the following information:
 - 1. Grievant’s name and signature,
 - 2. Date grievance was first discussed,
 - 3. Date grievance was filed in writing,
 - 4. Name of supervisor with whom the grievance was discussed,
 - 5. Date and time grievance occurred,
 - 6. Where grievance occurred,
 - 7. Description of incident giving rise to the grievance,
 - 8. Articles and sections of this agreement violated,
 - 9. Desired remedy to resolve grievance.
- 7.04** The following steps shall be followed in the process of a grievance beginning with Step 1A:
- A. Step 1A-*Informal*: When an event or condition occurs that an individual considers a grievance, he/she shall discuss the problem with his/her immediate supervisor. He/she may do this alone or with his/her designated representative within five (5) days of written request by the grievant.

- B. Step 1B-Formal: In the event the grievant is not satisfied with the disposition of the informal step or no decision has been rendered within three (3) working days after the informal meeting, he/she may initiate the formal proceedings.

The grievance must be submitted in writing to the grievant's immediate supervisor within three (3) working days of receipt of the reply given in the informal meeting. It shall be the responsibility of the immediate supervisor to provide a written response within five (5) working days following the day on which the supervisor was presented the grievance at this formal step.

- C. Step 2: If the grievance is not resolved in Step 1, it may then be appealed by the grievant to a hearing between the Superintendent and the grievant, with or without representation as requested by the grievant. The appeal in Step 2 must take place within five (5) workdays following the receipt of the written response in Step 1 or five (5) workdays of the date the response was due. The hearing shall be scheduled within five (5) days of the appeal. The Superintendent shall send a written response to the grievant within five (5) workdays following the hearing with the grievant.
- D. Step 3: If the grievance is not resolved to the grievant's satisfaction, it may be appealed by the grievant to the Board. The appeal in Step 3 must take place within five (5) workdays following the receipt of the written response in Step 2 or five (5) workdays following the submission of the grievance at this step. The Board shall meet with the grievant and his/her representative at the next regularly scheduled Board meeting. The Board, through the Superintendent, shall issue its written decision (signed by at least three (3) Board members) to the grievant within ten (10) workdays of the hearing. Either the grievant or the Board may elect to waive this step and proceed to Step 4 – Arbitration.
- E. Step 4 – Arbitration: If the grievance is not satisfactorily resolved at the previous step, it may be submitted to arbitration upon request of the Union in accordance with this section of this article.
1. The Union Executive Committee shall have the sole right to decide whether to arbitrate a grievance. The right of the Union to request arbitration over an unresolved grievance is limited to a period of ten (10) workdays from the receipt of the Board's written response to the grievant under Step 3 in the grievance procedure or ten (10) workdays from receipt of the Superintendent's written response at Step 2, if either of the parties has elected to waive Step 3. Any grievance not submitted within such period shall be deemed settled on the basis of the last answer given by the Board's representatives.
 2. The arbitrator shall be selected in the following manner: the Association's consultant and the Board's attorney shall mutually agree to a panel of three (3) Arbitrators to be rotated in alphabetical order for the purpose of arbitration. If the respective representatives cannot reach agreement on the arbitrator(s), the American Arbitration Association shall be petitioned by the parties to provide a list

of fifteen (15) arbitrators. The parties shall then choose the remaining arbitrator(s) pursuant to the voluntary rules of the American Arbitration Association. If there is no mutually selected arbitrator, another list of fifteen (15) arbitrators shall be provided until the panel is filled.

3. Arbitration hearings shall be in accordance with the Labor Arbitration Rules of the American Arbitration Association.
 4. The arbitrator shall limit his/her decisions strictly to the interpretation, application or enforcement of specific articles in this agreement. The decision of the arbitrator shall be final and binding upon the parties, and the arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of testimony and argument.
 5. The cost of the services of the arbitrator, the costs of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, if any, or the hearing room, shall be borne equally by the Board and the Union. The expenses of any nonemployee witness shall be borne if any, by the party calling the witness. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing.
- 7.05** When an employee covered by this agreement represents himself/herself in a grievance, no settlement shall be in conflict with this agreement and the Union will be notified and will be present at the adjustment of the grievances at its sole discretion beginning at Step 1B. Furthermore, if the Union chooses not to be present at the settlement a copy of the adjustment shall be provided to the Union President at the same time as the grievant received his/her response to the grievance.
- 7.06** The Union shall use a grievance form which must provide the information outlined in Section 3. The Union shall have the responsibility for the duplication, distribution, and its own accounting of the grievance forms.
- 7.07** A workday shall be considered Monday through Friday, including the period of time school is not in session. Workday(s) shall not be considered holidays and/or calamity days, spring/Christmas break, or national holidays.
- 7.08** A representative may be present at all levels of the grievance procedure upon request of the grievant.
- 7.09** The Union president, the Grievance Committee chair-person, or a designated Union representative shall also be allowed to attend all grievance meetings. Written notice shall be provided to the Union president and Grievance Committee chairperson twenty-four (24) hours in advance of each hearing.

- 7.10** In the levels of the formal proceedings, official Grievance Report Forms shall be made in quadruplicate: one (1) for the grievant, one (1) for the administration, one (1) for the Grievance Committee chairperson and one (1) for the Union president.

ARTICLE 8 LABOR-MANAGEMENT MEETINGS

- 8.01** In the interest of sound labor-management relations, unless mutually agreed to otherwise, once each ninety (90) workdays (workday shall mean a calendar day during the scheduled school year on a day in which school is in session) at a mutually agreeable date and time the Board and/or its designee shall meet with five (5) representatives one (1) from each building and a Union official designated by the President) to discuss potential problems and promote a more harmonious labor-management relationship.
- 8.02** Each party shall furnish an agenda at least five (5) working days in advance of the scheduled meeting or a list of the matters to be taken up in the meeting and names of those representatives who will be attending. The purpose of such meetings shall include but is not limited to the following:
- A. Discuss the administration of this agreement,
 - B. Notify the Union of changes made by the Board which affect the bargaining unit members of the Union,
 - C. Disseminate general information to the parties,
 - D. Discuss ways to improve the delivery of education services,
 - E. Consider and discuss health and safety matters relating to employees.
- 8.03** It is further agreed that if special labor-management meetings have been requested, and mutually agreed upon, they shall be convened no more than two (2) workdays from the submission of the agenda. Workday shall mean a day in which school is in session and pupils are in attendance.
- 8.04** School Improvement Plans
Upon Notification that a school is entering the first year of "school improvement", the parties shall meet and develop the School Improvement Plan.

ARTICLE 9 EMPLOYMENT OF TEACHERS

- 9.01** Prior to submitting the actual contract to the bargaining unit member the contract must bear the signature of the president of the Board and the treasurer; when employment is offered a new teacher between Board meetings a letter of intent shall be offered the prospective bargaining unit member stating that his/her employment shall be recommended by the Superintendent at the next Board meeting. The contract signed by the president of the Board and the treasurer will be given to the new bargaining unit member within fifteen (15) calendar days after the Board meeting following the employment of the bargaining unit member.

- 9.02** To be employed, the teacher applicant must possess the proper certification/licensure from the Ohio Department of Education in the area(s) he/she will be teaching and must receive a satisfactory criminal records check in accordance with the requirements set forth in the O.R.C. For the time period allowed by law or until the criminal records check is received, the Board may employ a teacher in any vacancy and it shall be considered tentatively filled by the teaching applicant.

Effective July 1, 2008, the cost of all required criminal background checks shall be reimbursed to the employee. Employees seeking reimbursement must provide receipts.

- 9.03** Each bargaining unit member is responsible for maintaining a valid professional license/certificate in his/her assigned teaching area at all times. The bargaining unit member's employment with the district is contingent upon the maintenance of such license/certificate. The Board is prohibited from paying salary to a bargaining unit member who loses or fails to renew his/her professional license/certificate for his/her teaching assignment area.
- 9.04** All professional teaching staff contracts will contain a provision in which all signed contracts must be returned to the Board within fifteen (15) calendar days of receipt of said contract, unless an extension of time is granted by the Board to validate the contract.
- 9.05** All temporary certified professional staff members must be engaged in a planned program toward becoming fully certified in their position under Ohio certification standards in order to be hired by the Board.
- 9.06** Upon initial employment of a bargaining unit member the contract of employment shall be for a term of one (1) year. At the conclusion of each contract the subsequent contract shall be as follows:
- A. Second contract - one (1) year,
 - B. Third contract - two (2) years,
 - C. Fourth contract - three (3) years,
 - D. Fifth contract - five (5) years and each contract thereafter.
- 9.07** Nonrenewal of a bargaining unit member currently serving the district beyond the first two (2) one (1) year limited contracts and all bargaining unit members hereinafter employed completing A of Section 6 of this article while serving on a limited contract shall not be nonrenewed except for just cause.
- 9.08** Upon the recommendation of the Superintendent, the Board may grant an additional one (1) year limited contract on the following conditions:
- A. The Superintendent shall notify the bargaining unit member in writing twenty (20) calendar days prior to the Board meeting at which action is to take place of his/her intent to recommend such limited contract with specific reasons in writing, directed at the professional improvement of the bargaining unit member. Such reasons shall not

be subject to the grievance and arbitration procedures of this agreement for bargaining unit members who have less than three (3) years of service. For the purpose of this section a bargaining unit member may only be granted an additional one (1) year limited contract after the completion of the second one (1) year contract.

- B. At the conclusion of the additional one (1) year limited contract, the bargaining unit member will be granted the next multi-year contract which would be in sequence as provided in section 9.06 of this Article or notified in writing, twenty (20) calendar days prior to the Board meeting at which action is to take place, of the Board's intent not to renew such contract.
- C. No bargaining unit member shall be granted more than one (1) additional one year (1) year limited contract pursuant to this section.

9.09 Effective with the 2008-2009 school year, a continuing contract is granted as stated below:

- A. The teacher must have a professional certificate (old system) or a five-year license (new system) and fulfill one of the following options:
 - 1. Bachelor's Degree
 - a. 30 semester hours of undergraduate or graduate credit after the date of initial certification/licensure and currently holding a professional certificate or 5-year license (professional certificate).
 - b. Five years of employment completed in the district
 - c. Application for a continuing contract can be made at the time eligibility requirements (steps 1a & 1b) are successfully met.
 - 2. Master's Degree
 - a. Six semester hours of graduate credit after the date of initial certification/licensure and currently holding a professional or permanent certificate (old system) or a 5-year license (professional certificate) (new system).
 - b. Five years of employment completed in the district.
 - c. Application for a continuing contract can be made at the time eligibility requirements (steps 2a and 2b) are successfully met.
- B. When all of the above eligibility requirements are met, the teacher will submit in writing, by September 1 of each year, a request for continuing contract to the Superintendent. The continuing contract shall be granted in April once the bargaining unit member has met all of the qualifications stated herein.

ARTICLE 10 WORK SCHEDULES

10.01 The working day for all employees shall be seven and one third (7-1/3) hours in length which shall include a thirty (30) consecutive minute duty free lunch period.

10.02 A. All secondary (grades 7-12) bargaining unit members shall be granted preparation time of no less than that amount of time equal to one classroom period per day.

B. 1. All classroom teachers in grades K-6 shall be granted a minimum of five (5) forty (40) consecutive minute planning periods each week: student lunch periods for grades K-6 shall consist of a thirty (30) minute lunch and two (2) fifteen (15) minute recesses. These fifteen (15) minute recesses shall not be considered planning time but may be used for student intervention, remediation, or parent contact. Planning time shall be considered the time a bargaining unit member does not have a scheduled classroom assignment duty, or meeting as required by the contract.

2. Special area teachers in grades K-6 shall receive at least two hundred (200) minutes of planning time each week.

3. The above recess and activity times may be modified by mutual agreement of the staff and administration so long as every student K-6 has thirty (30) minutes of recess each day.

C. Planning time shall be for the exclusive use of the bargaining unit member in classroom preparation, the counseling of students, and other related educational activities.

D. Teachers may submit time sheets and be compensated for up to two hours of work outside the duty day per grading period, to complete records and data entry for the grading period, at a rate of twenty-two dollars (\$22) per hour.

E. The Union president and Superintendent and/or his/her designee shall meet annually but not later than March 30 each year to review the work schedule of bargaining unit members.

10.03 During January of each school year, the Superintendent and two (2) representatives of the Union shall meet to discuss proposed school calendars for the succeeding school year. The Superintendent shall then present to the Union president, no later than February 28, no more than two (2) proposed calendars. The length of each school year shall not exceed 177 days plus two (2) parent-teacher conferences, one (1) records day and two (2) in-service days. The calendar may also include three (3) early dismissal days for records. The Union shall notify the Superintendent within thirty (30) days of receipt of the proposed calendars as to which proposal has been deemed to be acceptable by the Union membership.

- 10.04** A regular day and time may be set aside monthly by the administrator of each building for a faculty meeting. Employees shall reserve these days for faculty meetings so that the administrator may transmit relevant information. An agenda shall be provided one (1) day prior to these meetings so that employees may prepare. Such meetings shall not be longer than sixty (60) minutes.

Teachers who are unable to remain for more than twenty-five (25) minutes shall inform the principal prior to the meeting and shall be responsible for any information covered after he/she left.

- 10.05** On days preceding holidays, country-wide election days, or preceding other designated vacations, the employees' days shall end at the close of the pupils' days.

- 10.06** Spring break will consist of Good Friday through the following Monday and two (2) adjoining days. The two (2) adjoining days may be used for make-up days.

- 10.07** Newly employed bargaining unit members will be required to attend a teacher orientation on the day prior to the first scheduled teachers' work day. This day shall be compensated at the employee's regular pay per diem salary.

- 10.08** Effective with this contract, the school calendar in Section 10.03 shall include one additional in-service day for which teachers will be compensated at their regular per diem rate of pay. (1/182 of their annual salary.) The day of in-service will be considered satisfied once a teacher has attended six hours and forty-five minutes of in-service during the school year. This in-service day requirement shall be voluntary. To be eligible for compensation under this section, the unit member shall obtain prior approval from the Superintendent/designee before the end of the third nine weeks grading period and he/she must submit required documentation, including proof of completion.

- 10.09** Bargaining unit members shall be compensated at a rate of twenty-two dollars (\$22) per hour for assignments, duties and district-offered professional development outside of the duty day.

- 10.10** Calamity-related delays and closures will be addressed in the following manner:

- Students and staff shall not be required to make up the first five (5) days' worth of hours missed due to calamity-related delays or closures.
- Additional hours/days shall be made up as follows:
 - First, the two (2) adjoining days of Spring Break provided in Article 10, section 10.06 shall be utilized to make up days missed due to calamity-related closures and delays.

After the adjoining Spring Break days have been utilized, calamity days will be made up by scheduling days at the end of the school year.

ARTICLE 11 PROFESSIONAL RIGHTS

11.01 Complaints against teachers shall be handled as follows:

- A. Step 1 – Whenever a complaint, whether verbal or written, is made by a student, parent of a student, or any member of the public concerning a teacher’s professional conduct or service, which is within the teaching scope of duty, the teacher shall be immediately informed of the complaint by the principal. If a complaint is registered with a Board member(s) and/or the Superintendent, the complainant’s name and complaint shall be immediately stated to the building principal and teacher. If the complaining party is a student and a conference is called by the principal, the student shall be accompanied by his/her parent or legal guardian. The teacher shall meet with the principal with a representative of his/her choice concerning any complaint prior to meeting with the complainant(s), and the principal shall attempt to resolve the complaint. If such conference does not lead to an understanding and resolution of the problems involved and the complaints continue, the complaining parties shall be advised by the principal of their right to submit a written complaint detailing the complaint against the teacher to the superintendent of the school district within ten (10) working days of being informed by the Principal’s decision.
- B. Step 2 – Student complaint(s) shall be filed by their parent(s) or legal guardian(s). The Superintendent will schedule a meeting involving the teacher, the principal, and the complaining party. If such a meeting is called, the teacher shall, at his/her choice be accompanied by a representative of his/her choosing. Conferences regarding such complaints shall be private. The teacher and complainant(s) shall receive a written copy of the Superintendent’s decision.
- C. Step 3 – If the problem is not resolved by the Superintendent’s decision, the Board, at its next regular meeting, shall schedule a hearing in executive session with both parties present to make their presentations. Notice of the Board meeting shall be sent to the parties before the hearing. The teacher shall have the right to be accompanied by a representative of his/her choosing. The Board shall designate the Superintendent to issue its written response (signed by at least three (3) Board members) concerning the matter within ten (10) working days following the Board meeting with copies to the teacher and complaining party.

11.02 The professional teaching staff shall have all rights provided to them by this agreement, the Constitution of the State of Ohio, and the Constitution of the United States of America.

11.03 Each employee shall have access in each school center to all School Board Policies, State Board of Education Rules and School Laws. Copies of policies and rules of each individual school shall be distributed to each employee in the school. If the individual school does not have written policies and rules, the principal shall advise the employees of the school’s policies and rules in writing.

- 11.04** The Board agrees that members of the bargaining unit may wear insignia, pins, or other identification of membership in the Union, excluding T-shirts, or other lawful organizations, civic or professional, during the school day.
- 11.05** Employees and spouses and their children/step children shall have free admission to all school related activities and functions, except as provided for in 11.06, below.
- 11.06** Employees will receive a pass for free attendance to athletic events for themselves and one family member or guest.

ARTICLE 12 PERSONNEL FILES

- 12.01** Each employee shall have the right, upon request, to review as soon as possible, but not later than two (2) workdays, the contents of his/her personnel file and to receive a copy at cost of any document contained therein. An employee shall be entitled to have a representative of his/her choice accompany him/her during such review.
- 12.02** All items placed in an employee's personnel file shall be dated and identified as to the source and a copy given to the employee within three (3) days of placement, except such items as are expressly prohibited by law. The bargaining unit member may dispute the accuracy, timeliness, or relevancy of any document placed in his/her personnel file (exclusive of teacher evaluations) through placement of rebuttal letter(s) and/or information in the personnel file.
- 12.03** If an unfavorable statement or notation is in the file, the employee shall be given the right to place a statement of rebuttal or explanation in his/her file. No anonymous material, or material related to a teacher's off-duty activities, of any type shall be included in the employee's personnel files. The exclusion of off-duty activities shall not apply if it involves the injury or neglect of children nor in case of an official criminal investigation.
- 12.04** Any communication from an administrator regarding an employee that is intended to become a part of the employee's file shall be reviewed by the principal and staff member involved, and such employee shall be afforded the opportunity to file a written reply.
- 12.05** Informal notes or records about employees maintained by the administrators shall not be included in the official file except in accordance with this section or as part of the employee's formal evaluation.
- 12.06** Records of all warnings, written reprimands, unfavorable statements, or notations which result in warnings or written reprimands, excluding evaluations, may be removed from the employee's personnel file in accordance with the law one (1) year from the date of issuance, provided no intervening discipline of the same or similar nature has occurred upon written request of the bargaining unit member.

All warnings, written reprimands, or unfavorable statements or notations which result in warnings or written reprimands shall not be considered for purposes of discipline after one year from the date of occurrence provided that no intervening discipline has occurred.

- 12.07** Each bargaining unit member shall have one (1) official personnel file which shall be the file contained in the office of the superintendent.
- 12.08** If a request is made to examine the bargaining unit member's personnel file, the bargaining unit member shall be notified by telephone or in writing within two (2) work days during the school year, or four (4) calendar days when school is not in session. The bargaining unit member(s) will be provided the name(s) of the person(s), if known, examining the personnel file and document(s) provided the person(s). If the bargaining unit member is informed by telephone he/she shall be personally informed.

Person(s) other than the bargaining unit member(s) and/or school district administrator(s) and bargaining unit member(s) personnel file shall be exempt from the above procedure.

ARTICLE 13

REPRIMAND OF PROFESSIONAL STAFF

- 13.01** Each employee shall have the opportunity to be accompanied and/or represented by a representative of his/her choice at any meeting at which disciplinary action may result against the employee. For the purpose of this section, disciplinary action shall only be deemed to mean oral or written reprimand, suspension of duties without pay, or contractual termination. At any formal meeting involving disciplinary action, an employee shall have the right to have a representative of his/her choice present from within the affected building. If the bargaining unit member chooses to meet after school, that bargaining unit member may have a representative of his/her choice.
- The meeting may be with the principal, superintendent, or board whichever institutes the disciplinary action.
- 13.02** The issuance of a formal written reprimand, suspension of duties without pay, or contract termination by the Board or administration shall require the bargaining unit member to have prior notice. Prior notice shall include the recommendation that the bargaining unit member bring a representative to that meeting.
- 13.03** No employee will be reprimanded in the presence of any other employee, students, parents of students, or any noncertified employee.
- 13.04** If the employee is unable to secure representation for a formal reprimand meeting scheduled for the same day, such meeting will not take place until the employee is given sufficient time to secure representation provided that such meeting shall not be delayed longer than three (3) workdays.

- 13.05** For the purpose of this article, no employee shall receive disciplinary action except for just cause.

ARTICLE 14 TEACHING CONDITIONS

- 14.01** The maintenance of equitable class size is a matter of mutual concern and, to the extent possible, the Board shall make every effort to balance class size.

- 14.02** The Board shall:

- A. Furnish sufficient material and supplies for teaching including, but not limited to, textbooks, audiovisual aids, paper, pencils, pens, and duplication materials and equipment;
- B. Provide access to computers, printers, private telephones, copiers, and audiovisual equipment for use by educational staff members in the performance of their related duties;
- C. Allocate space for a separate, enclosed, comfortably furnished lounge area for bargaining unit members, insofar as is practicable;
- D. Make every effort to provide a restroom facility at each school for the exclusive use of non-students.

- 14.03** Teacher Substitution

- A. The Board shall attempt to secure certified substitutes. When a full-time bargaining unit employee is requested by a building administrator to substitute for an absent bargaining unit employee, he/she shall be compensated for an additional five (5) or more students at the rate of twenty dollars (\$20.00) per classroom period above and beyond his/her normal salary for all substitute duty to a maximum of one hundred dollars (\$100.00) per day.

A bargaining unit member who is given the responsibility of one or more students during his/her conference period shall receive twenty dollars (\$20.00) for the conference period.

A bargaining unit member who must attend a meeting during the member's planning time, shall be paid twenty dollars (\$20.00) per occasion. OK

The Board shall maintain a record of all such assignments and payment shall be made in the first pay following the submission of the form verifying substitution.

- B. The administrator requesting an employee substitute for an absent member shall issue the reimbursement form to the employee. The employee, at the conclusion of the workday, shall submit the form to the principal.

14.04 When minor classroom repairs are necessary, the teacher shall file a request for such repairs with the principal. Repairs shall be completed within fifteen (15) days of the request where feasible.

14.05 Regular intercom announcements will be made at the beginning and the close of the school day, unless determined to be an emergency. Other announcements or classroom interruptions for administrative or other purposes shall be held to a minimum.

14.06 The Board will make every effort within its means to provide teachers with safe, healthful, working conditions:

A. A teacher shall not be prohibited from using necessary and reasonable force to protect himself/herself or another teacher and/or student from possible injury or to restrain a disruptive student, provided the force used is reasonable under the circumstances.

B. Teachers will immediately report all such instances, as well as any cases of assault on themselves in connection with their employment to their principal. This report will be forwarded to the Superintendent who will review it for further disposition.

The Board, neither individually nor collectively, assumes responsibility for any action arising, either directly or indirectly, from the use of physical force by a teacher against a student.

C. Any teacher who is abused or threatened with bodily harm or property loss by an individual or a group while carrying out his/her assigned duties, shall immediately notify his/her principal. The principal shall take steps, in cooperation with the teacher, to provide reasonable precaution for the teacher's safety.

14.07 No employee will be subject to disparate treatment by the Board or its representatives for exercising his/her rights under this agreement.

14.08 The Board shall not require bargaining unit employees to remain beyond the regularly scheduled workday excluding faculty meetings.

14.09 Infinite Campus

The Association and the Board mutually agree that an important district goal is the continued utilization of technology, with increasing staff expertise in the same. In accordance with that agreement, the Frontier Local Education Association and the Frontier Local School District agree to the following in regards to Infinite Campus:

1. Training shall be provided to all teachers before being required to use the system.
2. Teachers will safeguard password information and treat it as confidential student information. Specifically, pass codes will not be given to anyone other than the student's custodial parent or guardian, as well as authorized school personnel.

3. Teachers will not be liable for the security of the system from any intrusion by a computer hacker.
 4. Teachers will not be expected or required to access the system or maintain any student information or grades from home by using their home computer system. School equipment will be provided for this purpose, to be used during the regular school day.
 5. Parents viewing grades through Infinite Campus and wishing to discuss those grades with teachers will be directed to the current system of scheduling parent/teacher conferences.
 6. Grades will be recorded in Infinite Campus in a routine manner in accordance with the current grading schedule.
- 14.10 Bargaining Unit Members shall be to have free use of the building for a non-school related function, one (1) time per school year. This does not include use of the school's kitchen or kitchen materials.

ARTICLE 15 NONPROFESSIONAL DUTIES

- 15.01** All duties of a non-instructional nature including, but not limited to, playground duty, lunch duty, and bus duty, shall be divided as equally and fairly as possible among the members of the bargaining unit.
- 15.02** No employee shall be required to transport students in his/her personal vehicle.
- 15.03** No teacher shall be required to sell or process school pictures, tickets of any kind, candy, insurance, or any other like items if regular certified instructional school aides are available to perform those functions.

ARTICLE 16 TEACHER EVALUATION

Note: This article applies only to those teachers who are subject to the Ohio Teacher Evaluation System (OTES) per the requirements of sections 3319.111 and 3319.112 of the Ohio Revised Code (see Application language below). OTES 1.0 will continue to be utilized for the 2020-2021 school year. The evaluation of other personnel shall be developed and recommended to the Association and the Board by the evaluation committee, which contains representatives from positions affected, and will be closely aligned to the evaluation system that is in place for impacted personnel (with the exception of student growth measures).

16.01 Scope and Purpose

A. Definitions

1. **Electronic Teacher and Principal Evaluation System (eTPES):** The electronic system used by the district to report to ODE aggregate final summative teacher evaluation ratings.
2. **Evaluation Cycle:** The period of time for the completion of the evaluation procedure. The evaluation cycle is completed when student growth measures resulting from assessments that were administered in the previous school year (for value-added) or in the current school year (for vendor assessments and/or SLOs) are combined with the teacher performance ratings resulting from performance assessments that are conducted for the current school year to assign an evaluation rating. For example: in school year 2014-2015, teacher performance assessments from 2014-2015 school year and value-added SGM results from 2013-2014 school year.
3. **Evaluation Factors:** The multiple measures that are required by law to be used in the teacher evaluation procedure. The two factors, which are weighted equally, are student growth measures at fifty percent (50%) and teacher performance at fifty percent (50%).
4. **Evaluation Framework:** The document created and approved by the Ohio Department of Education (ODE) in accordance with section 3319.111(A) of the Ohio Revised Code that establishes the standards-based framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.
5. **Evaluation Instrument:** The forms used by the teacher's evaluator.
6. **Evaluation Procedure:** The procedural requirements set forth in this agreement to provide specificity to the statutory obligations established under sections 3319.111 and 3319.112 of the Ohio Revised Code and to conform to the framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.
7. **Evaluation Rating:** The final summative evaluation rating that is assigned to a teacher based on evaluations that are conducted pursuant to the terms of this agreement. The evaluation rating is assigned at the conclusion of the evaluation cycle when the teacher performance rating is combined with the results of student growth measures where fifty percent (50%) of the evaluation rating is based on student growth measures as provided for in this agreement and fifty percent (50%) of the evaluation rating is based on a teacher performance rating as provided for in this agreement. Each completed evaluation will result in the assignment of one of the following evaluation ratings to the teacher: Accomplished, Skilled, Developing, or Ineffective.
8. **Ohio Teacher Evaluation System (OTES):** The teacher evaluation system that is codified under sections 3319.111 and 3319.112 of the Ohio Revised Code.

9. Remediation Plan: A written plan which shall be collaboratively put into place with the teacher and the assigned credentialed evaluator, in order to directly address any deficiencies cited in the evidence that is gathered through pre/post conferences, walkthroughs formal observations, and other evidence submitted by the teacher.
10. Shared Attribution: The practice of assigning student(s) growth results to a group of appropriately licensed educators who consistently meet to collaboratively plan and provide instruction and/or intervention for a student or defined group of students on a specific topic and/or grade level and which may or may not be reported in the teacher-student data linkage system.
11. Student Growth Measure (SGM): A measure of academic growth of a student between two points in time, and which has been established according to a set of procedures defined either by the value-added data system provider employed by the State of Ohio or by the school district for approved vendor assessments or locally developed student learning objectives (SLOs).
12. Student Learning Objective (SLO): A measurable academic growth target that a teacher sets at the beginning of the course/term for all students or for subgroups of students to be achieved by completion of an established interval based upon baseline data gathered at the beginning of the course.
13. Teacher of Record: A teacher who:
 - a. is responsible for assigning the grade to the student, and,
 - b. is required to have the proper credentials to teach the particular subject/grade level for which he/she has been designated "teacher(s) of record", and
 - c. is responsible for a minimum of fifty percent (50%) of a student's scheduled instructional time within a given subject or course.
14. Teacher Performance: The assessment of a teacher's performance, resulting in a performance rating. As an evaluation factor, the teacher performance dimension is based on pre/post conferences, direct observations of a teacher's practice (including materials and other instructional artifacts), other evidence submitted by the teacher, and walkthroughs that are performed by a credentialed evaluator. Teacher performance results are reported as a teacher performance rating that may be coded as "1" indicating lowest performance to "4" indicating highest performance.
15. Teacher-Student Data Linkage (TSDL): The process of connecting the teacher(s) of record [based upon above definition] to a student and/or defined group of students' achievement scores for the purpose of attributing student growth to that teacher.

B. Purposes

The purposes of teacher evaluation are:

1. To serve as a tool to advance the professional learning and practice of teachers individually and collectively in a school district.
2. To inform instruction.
3. To assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.
4. To inform decisions concerning retention and promotion of teachers.

C. Application

The teacher evaluation procedure contained in this agreement applies to the following employees of the district:

1. Teachers working under a license issued under sections 3319.22, 3319.26, 3319.222 or 3319.226 of the Ohio Revised Code who spend at least fifty percent (50%) of their time providing student instruction.
2. Teachers working under a permanent certificate issued under section 3319.222 of the Ohio Revised Code as it existed prior to September 2003 who spend at least fifty percent (50%) of their time providing student instruction.
3. Teachers working under a permanent certificate issued under section 3319.222 of the Ohio Revised Code as it existed prior to September 2006 who spend at least fifty percent (50%) of their time providing student instruction.

16.02 Standing Joint Committee for Teacher Evaluation and Student Growth Measures (SGMs)

A. Authority, Composition, Operations and Support

1. The association and the board agree to establish a standing joint evaluation committee for the purpose of reviewing the policy, procedures, and processes, including the evaluation instrument, for the evaluation of teachers in the district and to regularly assess the effectiveness of said factors for the evaluation of teachers in the district. Also, this committee shall have the purpose of assessing, reviewing, and approving the many facets of SGMs and providing professional development on SGMs. The committee shall be formed no later than January 10, 2014.

2. Committee Composition

- a. The committee shall be comprised of no more than 4 association members appointed by the association president and no more than 4 members appointed by the board or its designee. In addition, each party may appoint up to one ad hoc non-voting member to assist and/or attend committee meetings.
- b. Committee members shall serve staggered terms of not more than 3 years.
- c. Committee members shall be representative of elementary, middle school, secondary, and specialty areas (e.g., music, art, special education) and programs (e.g., career tech) within the district.

3. Committee Operation

- a. The committee shall be chaired jointly by a committee member from the association and a committee member appointed by the board.
- b. Members of the committee shall receive training in all aspects of OTES, the state adopted evaluation framework, the standards for the teaching profession, teacher of record, shared attribution, and teacher-student data linkage prior to beginning their work on the committee.
- c. Also, members of the committee will receive training on the writing of student learning objectives (SLOs), value-added (including, but not limited to, ODE SGM trainings, teacher of record, shared attribution and teacher-student data linkage) prior to beginning their work, and any other training that may become necessary for the committee. (For example: when the district approves a new vendor assessment, all committee members and the bargaining unit will be trained on the new system and SGM application).
- d. The committee shall establish by mutual agreement a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks.
 1. One task of the committee shall be to determine those conditions that likely would impact SGMs, other than those attributed to teacher performance responsibility, such as a threshold number of authorized teacher absences, the acceptance and mentoring of student teachers, changes in teacher assignments, implementation of the new standards and/or curriculum, etc.
 2. The committee shall perform its responsibilities over the term of this agreement and shall make recommendations to inform future contract negotiations.
- e. Committee agendas shall be developed jointly by the co-chairpersons of the committee.

- f. All decisions of the committee shall be evidence-based and achieved by consensus. Each group member must be able to honestly say:
 - I believe that you understand my point of view;
 - I believe that I understand your point of view;
 - Whether or not I prefer this decision, I support it because;
 - It was arrived at openly and fairly;
 - It is the best solution at this time;
 - I will commit to the solution and not undermine it.
- g. At the initial committee meeting, the committee will develop the ground rules by which the committee will operate. These ground rules will be reviewed annually.
- h. At each meeting, the committee shall select an individual to act as the official scribe for that meeting.
- i. Members of the committee may receive release time or compensation for committee work and training. Any release time or compensation is subject to prior approval by the Superintendent or designee and is within the sole discretion of the Board.
- j. Minutes of meetings shall be distributed to committee members, association President, and district Superintendent within 5 days following meetings of the committee.
- k. The committee may establish sub-committees to assist with their work.
- l. Sub-committees shall be jointly appointed by the Superintendent/designee and the association President/designee.
- m. The committee may be authorized to utilize a consultant(s) (examples include, but are not limited to, educational consultants, software consultants, credentialing trainers, etc.) as it deems appropriate. The cost, if any, shall be borne by the board, subject to prior approval.

4. Committee Authority

- a. The committee shall be responsible for jointly reviewing and making recommendations concerning the policy, procedures, and processes, including the evaluation instrument, for teacher evaluation.
- b. The committee shall also recommend the policies and procedures for the student growth portion of the evaluation procedures to the association and the board.
- c. The SGM committee shall make recommendations concerning the five (5) levels that count towards the final summative rating of teacher effectiveness.

The following is an example of a possible definition:

SLO Scoring Matrix Percentage of students that met or exceeded growth target	Descriptive rating	Numerical rating
90-100	Most Effective	5
80-89	Above Average	4
70-79	Average	3
60-69	Approaching Average	2
59 or less	Least Effective	1

- d. The committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment. The committee shall not have the authority to approve or reject SLOs.
- e. The board and the association shall bargain during regular contract negotiations elements of the teacher evaluation procedure that are not expressly prohibited subjects of bargaining, and these negotiations shall be satisfactorily completed prior to the implementation of the evaluation procedure or prior to any modification or amendment. Any agreement that is achieved through said negotiations shall be subject to ratification by both parties.
- f. If either party wishes to consider any change or revision to the evaluation procedure or process, including the evaluation instrument, during the term of this agreement, it shall discuss the matter with the committee. If the discussion results in a recommendation by the committee to change or revise the evaluation procedure or process, including the evaluation instrument, during the term of the agreement, then said recommendation shall be subject to ratification by the board and the association. The parties understand that any change or revision required by law will be made in compliance with law and the Board will meet any legal bargaining obligation.
- g. Any ratified change or revision to the evaluation procedure or process, including the evaluation instrument, shall be implemented no less than ninety (90) days from the date of ratification. The district must provide all affected staff with appropriate training related to changes or revisions prior to implementation.

16.03 Evaluators: Qualifications and Role

- A. An evaluator must be a full-time, credentialed contracted school administrator of the district in teacher evaluations by ODE as prescribed by R.C. 3319.111(D). The district will not utilize outside agencies or ESC-sponsored evaluators, unless negotiated through a one-year MOU with the Association in extenuating circumstances.
- B. The person who is responsible for assessing a teacher's performance:
 - 1. May be the teacher's immediate supervisor for those teachers with an expected level of student growth or a below expected level of student growth on the student growth measure dimension of the evaluation procedure.
 - 2. Shall be an evaluator selected by the teacher from the list of Board-approved evaluators for those teachers with an above expected level of student growth on the student growth measure dimension of the evaluation procedure.
 - 3. In the event a teacher performs work under the supervision of more than one supervisor, one supervisor shall be designated as the evaluating supervisor.
- C. In assessing a teacher's performance, evaluators will not make judgments, or otherwise discriminate, on the basis of a teacher's age, length of service, gender identification, race, ethnicity, national origin, religion, sexual orientation, marital status, military status, disability, union membership, or union activism.

16.04 Commitment to Orientation and Professional Development

A. Orientation of Teachers

- 1. Not later than September 15 of each year, or in the case of a new teacher, within fifteen (15) days of the first day employed, teachers whose evaluator will be someone other than the building principal shall be notified in writing.
- 2. A teacher newly employed or one reassigned after the beginning of the work year shall be notified by the evaluator of the evaluation procedures in effect. Such written notification shall be within two (2) weeks of the first day in a new assignment.

B. Professional Development

- 1. The board shall meet the requirements of ORC 3319.112(A)(8)(9) to provide professional development and financial resources to support the professional learning required by this agreement. Recommendations for professional development and training related to evaluation shall be developed by the LPDC, in consultation with the Evaluation and SGM Committee, according to the procedures outlined in Article 34.

2. The board shall provide training on the teacher evaluation procedure for all teachers prior to the implementation of the evaluation procedure.
3. The board shall provide training on the teacher evaluation procedure, including recalibration of evaluation ratings annually and said training shall address the evaluation standards and rubrics, tools, processes, and methodology, including the use of student growth data.

C. SGM Training

1. Trainers

- a. All trainers shall successfully complete the state-approved SGM training of trainers.
- b. Updates to SGM trainings and group professional development shall occur at least on an annual basis.

2. Teachers

- a. Teachers for whom SGMs are applicable shall receive written instructions via school email on the development and utilization of SGMs no later than May 1 prior to the school year when the SGM will be considered part of the teacher's final, summative evaluation rating.
- b. Said teachers shall receive ongoing support and training to ensure they are capable in development, utilization, and scoring of SGMs. Annual training on Value-Added, SLOs and any other applicable Student Growth Measures shall take place within the first thirty (30) days in school.
- c. The written instructions shall be presented annually to the teachers no later than September 15, or in the case of a new teacher, no later than 30 days after initial employment in the district. Training needs shall be determined by the LPDC in consultation with the Evaluation and SGM Committee.

3. Funding For Orientation, Professional Development And Training

- a. The board shall allocate funds to support the success of the teachers covered by this policy.
- b. Professional development and training needs shall be determined by the evaluator and addressed by the LPDC, in consultation with the Evaluation and SGM Committee.

16.05. Evaluation Structure and Procedures

A. Schedule of Evaluation

1. Teachers shall be evaluated on the following schedule.
 - a. Teachers rated Accomplished during their most recent formal evaluation, shall be fully evaluated again in 3 years.
 - 01L b. Teachers rated Skilled during their most recent formal evaluation, shall be fully evaluated again in 2 years.
 - c. Teachers rated Developing or Ineffective during their most recent formal evaluation, shall be fully evaluated again during the next school year.
2. If the board has entered into a limited contract or an extended limited contract with a teacher pursuant to section 3319.11 of the Ohio Revised Code, the board shall perform a minimum of three formal observations during the evaluation cycle in any school year in which the board may wish to declare its intention not to re-employ a teacher pursuant to division (B), (C) (3), (D), or (E) of 3319.11.

B. Criteria for Performance Assessment

1. A teacher's performance shall be assessed based on the Ohio Educator Standards (or comparable standards) and rubrics for teaching and the criteria set forth in the evaluation instrument.
2. Teacher performance assessments shall be based solely on pre/post-conferences, the evidence provided by the teacher, on the formal observations of the teacher by the teacher's assigned evaluator, and the walkthroughs that are set forth in this agreement.
3. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
4. All results and conclusions of performance assessments shall be documented and supported by evidence.
5. In implementing performance assessments, the district shall conduct all assessments so as to observe the legal and constitutional rights of teachers; and no teacher performance information shall be collected by video or audio devices without the written consent of the teacher.

C. Observations

1. Schedule of Observations

- a. A minimum of two (2) formal observations shall be conducted. A formal observation shall last a minimum of thirty (30) continuous minutes. There shall be at least three (3) weeks between formal observations. The first formal observation shall be completed by the end of the first semester.
- b. Teachers shall not receive a formal observation on a day before or after the following: the administration of standardized testing; a holiday or any break from scheduled school days (excluding weekends); or any approved leave of absence of three (3) or more days.

2. Observation Conference

- a. All formal observations shall be preceded by a pre-observation conference between the evaluator and the teacher within 2 working days. At the pre-observation conference teachers shall provide evidence for the work situation to be observed on the pre-observation form (see Appendix B.).
- b. A post-observation conference shall be held after each formal observation. The post observation conference shall take place within 2 working days following the formal observation. At the post-observation conference, any deficiencies shall be identified and teachers shall be provided at least one (1) area of reinforcement and one (1) area of refinement through evidence, in alignment with the education standards. Teachers shall be given the opportunity to provide evidence to support the areas of reinforcement and refinement during this post-observation conference.
- c. The evaluator shall provide the teacher with copies of written documentation of evidence collected during formal observations and walkthroughs.
- d. A teacher may request a formal observation at any time in addition to those required by this procedure.
- e. Formal observations shall not disrupt and/or interrupt the classroom learning environment.
- f. A teacher who receives an “ineffective” rating on a formal observation may request the next observation be performed by a different evaluator. That request shall be submitted in writing to the superintendent.
- g. All formal observations shall be announced.

D. Walkthroughs

1. A walkthrough is a part of the assessment process that focuses on the following components. It is recommended that only two or three of these components be included in a walkthrough:
 - a. evidence of planning;
 - b. lesson delivery;
 - c. differentiation;
 - d. resources;
 - e. classroom environment;
 - f. student engagement;
 - g. assessment; or
 - h. any other component of the standards and rubrics approved for teacher evaluation.
2. The walkthrough shall consist of at least 3 consecutive minutes, but not more than ten (10) consecutive minutes in duration.
3. The teacher shall be provided a copy of the walkthrough form, including all scripted and anecdotal documents relative to the walkthrough no later than two work days following the walkthrough.
4. A formal debriefing may occur no later than five work days after the walkthrough to discuss observations relative to the identified focus.
5. Walkthroughs shall not disrupt and/or interrupt the learning environment in the classroom.
6. A walkthrough may be requested by the teacher in addition to those initiated by the employer; and shall include a walkthrough form (included in the contract) to ensure that all aspects of the teacher performance are evidence based.
7. The teacher has the right to rebut any observation or walk through. Any rebuttal must be written and signed by both the teacher and evaluator. It shall be attached to the observation or walkthrough form, and placed in the personnel file.

E. Remediation of Deficiencies Identified During Observations and Walkthroughs

1. Formal observations and walkthroughs resulting in the identification of performance deficiencies in relation to the approved standards and rubrics shall be addressed during the post-observation conference and/or the formal debriefing following a walkthrough, if one takes place. All deficiencies identified by the evaluator shall be compiled and reported in writing, and a copy of the written report shall be provided to the teacher at the post-observation conference or formal debriefing, if one takes place.
2. The evaluator involved shall make written recommendations at the post-observation conference or formal debriefing, if one takes place, and otherwise assist the teacher for the purpose of remediation of identified deficiencies.
3. The evaluator and teacher shall develop a plan for remediation of identified deficiencies at the post-observation conference or formal debriefing, if one takes place, and such plan shall be reduced to writing and provided to the teacher within 5 working days following the post-observation conference or formal debriefing.
4. The remediation plan, as outlined in this section, shall detail the following:
 - a. issues within the performance rubric documented as deficient;
 - b. specific performance rubric expectations;
 - c. the allocation of resources and assistance to be provided by the district to support the remediation plan and/or professional development of the teacher;
 - d. sufficient, specific timelines to allow for the remediation of identified deficiencies; and
 - e. the provision for a trained teacher mentor/coach as appropriate, if determined to be necessary, who may be provided release time for consultations/observations with the teacher under a remediation plan.
5. If a remediation plan is developed prior to March 1, the identified deficiencies shall be reevaluated as part of the performance assessment process for the remainder of the school year. For deficiencies that are successfully remediated during the remainder of the school year, those deficiencies shall be deemed remediated.
6. If a remediation plan is developed after March 1, the teacher shall be permitted to continue remediation into the next school year.

F. Student Growth Measures (SGM)

1. When utilizing SLOs to construct SGMs, the teacher shall submit the completed SLO template for approval of the SLO, as outlined below, by a date determined by the Teacher Evaluation/SGM Committee.
 - a. The building principal and another member of the bargaining union, of each teacher's choosing, shall review and approve submitted SLOs.
 - b. Any SLO needing revision shall be returned to the teacher/group with specific designation of deficiencies with a timeline (e.g., 10 days) for the resubmittal of the corrected SLO.
3. Teachers shall administer the final assessment to determine student growth as defined in the approved SGMs.
4. Prior to submitting the SGM results to the designated evaluator, the teacher may request that the SGM Committee review the results for the sole purpose of verifying accuracy.
5. Teachers shall submit all SGM results to his/her evaluator by a date determined by the Teacher Evaluation/SGM Committee.
6. Evaluators shall conduct a final meeting with individual teachers to discuss SGM scores by a date determined by the Teacher Evaluation/SGM Committee.

G. Criteria for SGM

1. The SGM portion of the evaluation shall be derived from the following:
 - a. value added (VA) data, and/or
 - b. ODE approved student assessments (vendor assessments), and/or
 - c. SLOs.
2. For employment decisions, the consideration of the student growth portion of the teacher evaluation must consist of a minimum of three consecutive years of SGM data.
3. The Value-Added progress dimension established under section 3302.021 of the Ohio Revised Code, or an alternative student academic progress measure, if adopted by the State Board of Education, shall be used in the SGM portion of an evaluation in proportion to the part of the teacher's schedule of courses or subjects for which the VA progress dimension is applicable.
4. All SGMs shall be derived through a pre- and post-assessment process. The period of time between the pre- and post-assessments for determining student growth must be determined by the Teacher Evaluation/SGM Committee.

5. The scoring of SLOs shall be based on a standard scoring matrix established by the SGM committee.
6. Factors in determining SGMs for purposes of retention, promotion, layoff, and recall decisions must include, but are not limited to:
 - a. Job sharing arrangement — The percentage of SGM scores applicable to teachers in an approved job sharing arrangement shall be determined by the Board based upon the particular arrangement and documented by the building principal.
 - b. Co-teaching arrangement (e.g. Inclusion) — Teachers who have an approved co-teaching arrangement shall have a percentage of the SGM score for the individual teachers in the co-teaching arrangement based on the time each has spent with the student(s).

H. Professional Development Plans

1. Professional growth and SGM-driven improvement plans shall be developed as follows:
 - a. Teachers whose students evidence above expected levels of student growth shall develop a plan for continuing professional growth and may choose their credentialed evaluators for the evaluation cycle as set forth in this agreement.
 - b. Teachers whose students' evidence expected levels of student growth shall develop a professional growth plan collaboratively with the credentialed evaluators and shall have input on the selection of their credentialed evaluators for the evaluation cycle as set forth in this agreement.
 - c. Teachers whose students evidence below expected levels of student growth shall develop an SGM-driven improvement plan with their credentialed evaluators. The administration shall assign the credentialed evaluator for the evaluation cycle and approve the improvement plan as set forth in this agreement.
2. Professional growth and SGM-driven improvement plans for a school year shall be developed not later than a date determined by the Teacher Evaluation/SGM Committee, but not later than the end of the first semester.
3. Professional growth and SGM-driven improvement plans shall describe the specific performance expectations, resources, and assistance to be provided.

I. SGM-Driven Improvement Plans

1. An SGM-driven improvement plan is a clearly articulated assistance program for a teacher whose student growth measure rating falls below the expected level of student growth.

2. The SGM-driven improvement plan shall include:
 - a. specific performance expectations, resources, and assistance to be provided.
 - b. timelines for the completion of the plan.

J. Mentor Teacher (Coach) For Teachers on an Improvement Plan

Note: Mentors working with resident teachers undergo the same training required for mentors under OTES guidelines; therefore, the district may utilize the same mentor pool for both purposes. All mentors, whether working with resident teachers or colleagues on an improvement plan, shall receive the same supplemental contract.

1. The district may provide teachers under an improvement plan with a trained mentor teacher (coach) who is not the credentialed evaluator, as available and as recommended by the teacher's evaluator. The mentor teacher may be provided release time to allow for consultations and/or observations with the teacher.

2. Role of the Mentor Teacher

- a. The mentor teacher shall possess continuing contract status and have a minimum of 3 consecutive years of teaching experience in the district.
 1. The mentor teacher shall not have a formal evaluation role. The mentor's role is to support the growth of the educator through formative tools and practices.
 2. The mentor teacher must be trained to practice as a mentor through the Ohio Department of Education Instructional Mentoring Program.
 3. The mentor teacher shall hold a valid teaching certificate/license and shall be assigned to teachers with the same area of certification/license.
 4. The mentor teacher shall have extensive knowledge of a variety of classroom management and instructional techniques.
 5. The mentor teacher shall have demonstrated the ability to work cooperatively and effectively with the professional staff members.

b. Release Time

Each mentor teacher shall be granted release time for direct mentoring activities. Release time shall be separate from any other release time covered under this agreement and shall be coordinated by the building administrator.

2. Protections

- a. Other than a notation to the effect that a teacher provided additional service as a mentor teacher, the teacher's activities as a mentor teacher shall not be part of that staff member's evaluation.
- b. A mentor teacher shall not be requested or directed to make any recommendation regarding the continued employment of the teacher.
- c. No mentor teacher shall be requested or directed to divulge information from the written documentation or confidential mentor/mentee discussions.
- d. All interaction, written or oral, between the mentor teacher and the teacher shall be regarded with the same confidentiality as that represented by the attorney/client relationship. Any violation of this tenet by the mentoring teacher shall constitute grounds for immediate removal from the role as mentor teacher.
- e. At any time, the mentor teacher or the teacher may exercise the option to have a new mentor teacher assigned to the teacher. No specifics shall be given as basis for the exercise of this option and said change shall occur without prejudice or judgment to either the mentor teacher or the teacher. This option may be exercised 1 time by the mentor teacher or the teacher.

K. Finalization of Evaluation

1. Written Report - Before the evaluation cycle is final, and not later than May 10, a copy of the formal written evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator.
2. Completion of Evaluation Cycle
 - a. The summative evaluation of a teacher shall be based upon student growth measures resulting from assessments that were administered in the previous or current school year and performance that is assessed through pre/post conferences, evidence gathered during the walkthroughs, evidence submitted by the teacher, and formal observations that are conducted for the current school year.
 - b. The evaluation shall acknowledge, through the evidence gathered, the performance strengths of the teacher evaluated as well as performance deficiencies, if any.
 - c. The evaluator shall note evidence of all the data used to support the conclusions reached in the formal evaluation report.

- d. The evaluation report shall be signed by the evaluator; and the evaluation report shall be signed by the teacher to verify notification to the teacher that the evaluation will be placed on file. The teacher's signature shall not be construed as evidence that the teacher agrees with the contents of the evaluation report.
 - e. The evaluation report shall be completed by May 10, signed by both parties, and filed with the superintendent.
 - f. If the Board decides and passes a resolution to that effect, the board shall evaluate each teacher assigned an evaluation rating of accomplished on the teacher's most recent evaluation conducted under this article only once every other year. The biennial evaluation shall be completed by the first day of May of the applicable school year, and the teacher shall receive a written report of the results of the evaluation by the tenth day of May of that school year.
 - g. Final Summative Rating of Teacher Effectiveness (Effectiveness Rating) — The Superintendent shall annually file a report to the Department of Education as required by ORC 3319.111 (G).
 - h. A teacher shall be given by the district one (1) copy of all information and documents obtained through the evaluation process.
3. Response to Evaluation - The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file. A copy, signed by both parties, shall be provided to the teacher.

L. Due Process

- 1. A teacher shall be entitled to association representation at any conference held during this procedure in which the teacher will be advised of an impending adverse personnel action.
- 2. If an employee believes the evaluator has violated the procedure established in this Article, that employee may file a grievance as defined in Article 7.
 - a. A process for appeal and for removal of a particular CTPE from the district's roster, and;
 - b. The right to seek a replacement evaluation where a CTPE has improperly executed the evaluation process or inadequately followed through with the clarification of expectations.

ARTICLE 17
NONRENEWAL OF LIMITED TEACHING CONTRACTS

17.01 In the event that the Superintendent intends to recommend to the Board the nonrenewal of a limited teaching contract, he/she shall notify the affected employee no less than twenty (20) calendar days prior to the Board meeting at which formal action on the recommendation is to occur. The notice to the employee shall be in writing and shall contain the following:

- A. Specific reasons for the recommendation.
- B. A tentative date for a meeting between the employee, his/her representative of choice, and the Superintendent.
- C. The date of the Board meeting at which formal action is to occur and the employee's right to a hearing before the Board with a representative of his/her choice.

The meeting in B above shall be held at a mutually agreed date and time but no less than five (5) calendar days prior to the Board meeting.

17.02 In the event the Board votes to nonrenew a contract which has been recommended for renewal by the Superintendent, the Board shall give the employee a notification with written specific reasons for such action within ten (10) calendar days following a formal hearing before the Board with a representative of his/her choice within ten (10) calendar days from the date of notification.

17.03 An employee notified by the Superintendent in Section 17.01 above a recommendation to nonrenew shall be entitled to a hearing with a representative of his/her choice at the Board meeting at which formal action is to occur. Following the hearing the Board shall act, and, if the action is to nonrenew, the employee shall be notified in writing with the specific reasons for the action no later than ten (10) calendar days following the Board meeting.

17.04 The phrase "specific reasons" as stated above in Section 2 and 3 shall be for just cause.

17.05 Section 4 above shall not apply to nonrenewal of contracts of bargaining unit members who have less than three (3) years of Board employment. The procedures in Sections 1,2,3, and 4 shall not apply to the nonrenewal of supplemental contracts. Supplemental contracts shall expire automatically. Notwithstanding the provisions of section 3319.11, Ohio Revised Code, notice of nonrenewal of supplemental contracts shall not be required. Neither administrative nor Board action regarding nonrenewal of employees with less than three (3) years of service and the nonrenewal of supplemental contracts shall be grievable or arbitrable.

ARTICLE 18
VACANCY, VOLUNTARY & INVOLUNTARY TRANSFER

18.01 Vacancy

- A. A vacancy shall be defined as those bargaining unit positions which are no longer filled due to resignation(s), retirement, death, transfer, termination, nonrenewal, promotion, or creation of a new position in the bargaining unit which the Board and/or Superintendent intends to fill. A vacancy shall be posted seven (7) calendar days from its occurrence, except that vacancies occurring between August 1 and the scheduled start of the school year may be filled without prior posting. Each vacancy posting shall include the position, grade level(s), school(s), location(s), schedule of district traveling employee, and certification required by the State Department of Education. The posting period will close for all postings within seven (7) calendar days from posting or postmark.
- B. Bargaining unit employees who bid and possess proper certification with the greatest district seniority shall be awarded vacant positions. A temporary employee hired to fill a vacant position will not receive preference over a present employee.
- OK C. The Superintendent shall cause to be posted on bulletin boards designated by the Union a list of known vacancies as they occur for the following school year, except that vacancies occurring between August 1 and the scheduled start of the school year may be filled without prior posting. The Union president will receive a copy of all vacancy notices. Each member shall receive an email notification from the district regarding all postings as they become available. The notice shall contain the same information as set forth in A above.
- D. Vacancies that occur after August 1 will not be posted prior to filling except that the Superintendent will notify the Association president at least three days prior to filling the vacancy. The Superintendent shall cause bargaining unit members who have requested summer postings in accordance with 18.01 C, above, to be notified prior to filling the vacancy. If a bargaining unit member requests the vacancy, it shall be filled in accordance with 18.02 B.

18.02 Voluntary Transfer

- A. Employees who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent no later than seven (7) calendar days after the posting.
- B. The selection of the employee to fill a vacancy shall be based upon the following criteria: certificate(s) held, experience, and seniority.
- C. If at any time there is to be a change in staffing requirements, the Union President will be notified. The staff of each individual building will then meet with the principal and review the expected staffing requirements necessary for the following year. If realignment of a grade and/or subject area is required due to an increase or decrease in

student enrollment, teachers assigned to that building may voluntarily change grade or subject area taught to address this need without this being considered a vacancy. Given comparable evaluations, the option to realign to the newly-added position will be offered to teachers in the grade level/subject that is decreasing positions, in order of seniority, beginning with the most senior. (Example: A building has one second grade, two third grades, and one fourth grade. The following year due to student enrollment, they will need one second grade, one third grade and two fourth grades. A teacher in that building may voluntarily move from third grade to fourth grade without posting a vacancy.)

18.03 Involuntary Transfers or Reassignments

- A. Any member of the bargaining unit who is being involuntarily reassigned shall be notified, in writing, of such reassignment on or before the first (1st) of July of the next school year. Within fifteen (15) calendar days of such notice, such teacher(s) involuntarily reassigned shall be granted a conference with the Superintendent and building administrator. At such conference, the teacher may be represented by one person of his/her choice.
- B. An involuntary transfer shall not occur until the completion of the posting and bidding process as set forth herein above and may only occur if no one qualified pursuant to this provision bids on the vacancy.
- C. An involuntarily transferred bargaining unit member shall possess the proper certification required by the State Department of Education.
- D. An involuntary transfer shall be defined as any transfer of an employee that he/she did not bid upon.
- E. Involuntary transfers shall not be made in an arbitrary or capricious manner.

18.04 Building Closures/Reorganizations

In the event that the Frontier Local Board of Education closes an elementary building, or reorganizes the buildings by grade level, teachers and certified staff will be relocated in their current assignments. Any reductions in force shall then take place.

ARTICLE 19 REDUCTION IN FORCE

- 19.01** A Reduction in Force shall be defined as the reduction of, the elimination of, or the failure to fill a position in the bargaining unit.
- 19.02** Bargaining unit members may be suspended for purposes of a reasonable reduction in force based upon one or more of the following reasons. However, if a reduction is necessary, such reduction shall be by suspension of contract. Prior to a reduction in force, principal(s) performing classroom instruction shall cease and such instruction will be resumed by bargaining unit member(s).

- A. A reduction in pupil enrollment.
- B. The reduction of a program, provided that such reduction is not for arbitrary or discriminatory reasons.
- C. A bona fide consolidation.
- D. A return to duty of a regular teacher after leave(s) of absence.
- E. Financial Reasons.
- F. Territorial changes affecting the district.

19.03 If the Board determines a RIF may occur, the Board shall notify the Association President in writing, not later than forty-five (45) days prior to the Board meeting in which any action will be taken regarding the RIF. The notification shall include the reason(s) for the RIF; the position(s) to be reduced, eliminated or not filled; the date of the Board's action to implement the RIF, and the effective date of the RIF.

19.04 The Board shall develop and provide the Association with a RIF list of potentially affected employees which shall be based on the provisions set forth in this Article.

19.05 Representatives of the Board shall meet and review the reasons for the proposed Reduction in Force and its impact, if requested by the Association, within ten (10) days of the receipt of the notification. Within five (5) days of the request by the Association, a meeting shall be set between the Board's representatives and the Association's representatives unless such a date is mutually extended.

19.06 Any bargaining unit member whose contract is to be suspended for purposes of reduction in force will be so notified in writing at least fourteen (14) days prior to the Board meeting at which action is to be taken. Such written notice will include the proposed time schedule and the stated reasons for the proposed action as cited in Section 19.02.

19.07 Reductions in force shall be implemented as follows:

- A. Recommended reductions shall first be done by not filling positions vacated by termination, non-renewal, voluntary resignation, retirement, or death as limited by curriculum and state mandated requirements.
- B. Should it be necessary to suspend contracts to achieve the necessary reduction in staff, limited contract teachers shall be reduced first utilizing the following order:
 - 1. Certification/Licensure within the affected teaching field, beginning with the teacher with the lowest evaluation rating, as defined in section 19.09 (B)
 - 2. If more than one teacher has the lowest evaluation rating, as defined in section 19.09 (B), seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field the first to be suspended.

The limited contract of an affected bargaining unit member that expires prior to the effective date of the RIF shall be renewed and then suspended to implement the layoff, unless the bargaining unit member has been non-renewed in accordance with the contract.

- C. Should the necessary reduction of staff require that exceed the number of limited contract teachers in the affected field, only then shall continuing contract teachers be reduced by utilizing the following order:
 - 1. Certification/Licensure within the affected teaching field beginning with the teacher with the lowest evaluation rating, as defined in section 19.09 (B).
 - 2. If more than one teacher has the lowest evaluation rating, as defined in section 19.09 (B), seniority in the District shall prevail, with the contract of the least senior continuing contract teacher in the affected teaching field the first to be suspended.
 - D. Each teacher involved in a staff reduction may displace a less senior teacher holding a position for which the RIF'd teacher is licensed/certified to teach. Among employees with comparable evaluations, seniority shall be the determining factor in implementing the displacement rights such employees shall have. The seniority provisions as described in the negotiated agreement will apply. In the case of a reduction of more than one position within areas of overlapping ~~of~~ licensure/certification, those affected who elect to displace a less senior bargaining unit member will do so in order of comparable evaluations as defined in this Agreement (starting with the highest comparable group), and then by seniority within comparable groups, and will have an equivalent number of positions from among the least senior from which to choose. Bargaining Unit Members may only displace a less senior bargaining Unit Member if the former has an evaluation rating comparable or better than the latter.
 - i.e. If three positions are being reduced, the most senior teacher affected will be able to choose to displace from among the positions held by the three least senior members of the bargaining unit, which he or she is licensed to teach. The second most senior teacher chooses next, etc.
- Bargaining Unit Members who have received notice that their position will be RIF'd shall have ten (10) work days to elect to displace a less senior Bargaining Unit Member, if eligible. RIF notices shall contain the procedure for making such election.
- E. No new bargaining unit members will be employed by the Board while there are teachers on the recall list who are certified for the vacancy.
 - F. No transfer, reassignment, or reclassification shall be made during a period of RIF which would permit the employment of a non-bargaining unit member and prevent the recall of a teacher on layoff status.

- G. Work previously performed by a teacher whose contract has been suspended by an implementation of a Reduction in Force shall not be subcontracted unless there has been a substantive change in the requirements for the job.
- H. While on layoff, a teacher will have the option to remain an active participant in fringe benefit programs by contributing thereto the amount necessary to maintain such fringe benefits in accordance with COBRA.
- I. Teachers on recall list will be given preferential treatment as substitute and part-time teachers. However, acceptance or refusal of said positions shall not disqualify any teacher from the recall rights specified herein or the right to receive unemployment benefits.

19.08 Recall after reduction in force shall be as follows:

- A. Bargaining unit members whose contracts have been suspended shall be recalled in reverse order, provided the teacher is certified or has become certified for the certification area(s) recalled.
- B. Notice of recall will be given by registered mail to the last address given to the Board by a bargaining unit member. A copy of the notice of recall will be given to the Union president. If a bargaining unit member fails to respond within five (5) working days after the receipt of the above notice of recall, he/she will be deemed to have refused the position offered.
- C. Bargaining unit members offered less than full-time positions may refuse such positions and will remain on the recall list. Bargaining unit member(s) who accept part-time positions will be offered full-time positions as they occur.
- D. A bargaining unit member who is reduced in force will remain on the recall list for two (2) years after the effective date of his/her reduction in force unless he/she:
 - 1. Waives his/her rights in writing.
 - 2. Resigns.
 - 3. Fails to accept recall to the position that he/she held immediately prior to his/her reduction in force.
 - 4. Fails to report to work in a position that he/she had accepted within five (5) workdays after receipt of the notice of recall unless such bargaining unit member is ill or injured, verified by a physician's statement. If a bargaining unit member has secured temporary employment elsewhere, he/she will be allowed a reasonable amount of additional time, not to exceed two (2) weeks, before being required to report for work.

- E. A bargaining unit member on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave, salary schedule placement, and contract sequence as he/she held at the time of layoff.

19.09. Comparable Evaluations

- A. The definition of the term “comparable,” as applied to teacher evaluations, included in this section shall only include the teacher performance aspect of the evaluation until three (3) years’ worth of student growth data has been collected. Once three (3) years’ worth of student growth data has been collected, the teacher’s final summative rating shall be derived 50% from performance and 50% from student growth measures.
- B. Teachers within the District shall be deemed to have comparable evaluations except teachers who have an overall rating of Ineffective/Unsatisfactory for the three previous years. Teachers with less than three (3) years of experience who have a performance rating of Ineffective for any of those years in the District shall not be considered comparable.
- C. An involuntary transfer, as defined in Article 18, shall require the consideration of an additional year of evaluation data before any determination that the teacher is not comparable to the rest of the bargaining unit can be made.
- D. No reduction in force shall be accomplished through the nonrenewal or termination of the contract of any bargaining unit member.

19.10 General Provisions

The procedure for the reduction in force shall be subject to the grievance procedure as set forth in Article 7.

ARTICLE 20 SENIORITY

20.01 Seniority shall be defined as the total number of years or fractions thereof of a bargaining unit member’s total continuous service in the district and shall continue to accrue under the following circumstances:

- A. Seniority shall be computed from a bargaining unit member’s most recent date of continuous hire and will begin to accrue as of his/her first day of actual service. Seniority shall continue to accrue during the following:
 - 1. Absence while on approved leave of absence.
 - 2. Absence while on any other approved leave.

3. Military leave.
 4. A layoff of one (1) year's duration.
 5. A resignation where the bargaining unit member is reemployed or reinstated within thirty (30) days.
- B. The following situations constitute breaks in continuous service for which seniority is lost:
1. Discharge for just cause (If reinstated, seniority shall be considered continuous).
 2. Retirement.
 3. Layoff for more than one (1) years.
 4. Failure to return to work within ten (10) calendar days of receipt of recall from layoff.
 5. Failure to return to work at the expiration of a leave of absence unless extension of the leave is granted.
 6. A resignation where the bargaining unit member is reemployed or reinstated after thirty-one (31) days or more.
- C. Seniority shall not accrue during the time spent out of the bargaining unit as an administrator in the district, but previously accumulated seniority in the district shall not be lost.
- D. If two or more bargaining unit members have the same length of continuous service then seniority will be determined by:
1. The date of the Board meeting at which the bargaining unit member was hired;
 2. When seniority is equal, placement on the seniority list shall be determined by highest educational degree column on the salary schedule.
 3. Any final tie will be broken alphabetically using the last name of the member as of their hire date.
- 20.02** A seniority list shall be given to the Union president not later than October 5 of each year. All members of the bargaining unit will be placed on a seniority list for each teaching field for which they are properly certified. For the sole purpose of Reduction in Force bargaining unit members serving under continuing contracts will be placed at the top of each area of certification, in descending order of seniority. Bargaining unit members serving under limited contracts will be placed on the list below continuing contract teachers by areas of certification in descending order of seniority.

ARTICLE 21

LEAVES AND LEAVE OF ABSENCE

21.01 Court Leave / Jury Duty – The Board shall grant full pay when a bargaining unit member is summoned for jury duty or subpoenaed as a witness in any court or administrative agency. The Board shall not pay a bargaining unit member under this section when a bargaining unit member is a party to the court action. A bargaining unit member may utilize personal leave or leave without pay, at the bargaining unit member's option.

21.02 Military Leave – Military leave shall be granted in accordance with Sections 3319.14 and 3319.17 of the Ohio Revised Code.

21.03 Personal Leave

- A. Each bargaining unit member shall be granted four (4) unrestricted personal leave days per school year upon timely submission of the request. Such personal leave days shall be for the purpose of personal business which cannot be conducted at any other time. Any bargaining unit member desiring to utilize personal leave must notify his/her supervisor no less than twenty-four (24) hours prior to the date of the personal leave day requested. In the event of an emergency, the supervisor may waive the length of notice. Personal leave is not accumulative.
- B. Unused personal leave days at the end of the school year (June 30th) the employee may convert to the employee's sick leave credit balance or the employee may rollover one (1) day for personal leave for a maximum of five (5) for the following year. Unless notice is received by year end (June 30th), all unused personal days will be converted to sick leave. Personal leave days may be taken at the bargaining unit members' discretion in one half (1/2) day increments. Personal leave may be requested and may be granted on consecutive days.
- C. Personal leave may be granted before and after holidays. Days of personal leave for, before, or after holidays shall be awarded by district seniority (based on years of service in the district), with a maximum of two (2) bargaining unit members per district permitted to be on personal leave per holiday. Requests for leave used before or after holidays must be for specific reasons. Reasons are as follows: absence due to mandatory court appearances, legal or business matters, family emergencies, unusual family obligations, medical appointments, weddings, and religious holidays. A bargaining unit member may receive only one (1) personal leave day before or after a holiday per year. Application for leave must be submitted five (5) workdays prior to the holiday break.

21.04 Sick Leave

- A. Bargaining unit members shall earn and accrue sick leave benefits at the rate of the equivalent of one and one fourth (1 ¼) workdays for each month. Each bargaining unit member shall be credited with the annual accumulated days of fifteen (15) at the beginning of each school year.

- B. Sick leave may be used for personal illness, medical and dental appointments, injury, pregnancy, exposure to contagious disease which could be communicated to others, or for illness or injury to members of the bargaining unit member's immediate family where the bargaining unit member's presence is required to assist in the care of the family member.
- C. Bargaining unit members shall be advanced five (5) days sick leave at the time such bargaining unit member has no sick leave. For purposes of this provision, immediate family is defined as husband, wife, mother, father, son, daughter, brother, sister, grandparents, and grandchildren of the bargaining unit member or his/her spouse. Sick leave may be used in addition to bereavement leave due to a death in the bargaining unit member's immediate family.
- D. The maximum accumulation of sick leave shall be two hundred fifty (250) days. Accrued sick leave shall be reported on the bargaining unit member's regular semi-monthly pay check stub.
- E. Members who have accumulated two hundred fifty (250) days may also accrue additional sick leave days through the provisions of Section 21.03 Personal Leave.
- F. Sick leave usage and benefit accrual shall be posted through the payroll processing program in such a manner as to ensure that all bargaining unit members who have reached the maximum shall continue to maintain the highest level of sick leave accumulation e.g. sick leave usage will be posted before the sick leave benefit is added monthly.

21.05 Educational Leave – A bargaining unit member may request a leave of absence without pay for a period of no more than one year for the purpose of pursuing an educational course of study which would be of value to the school district. Authorization of a leave of absence without pay is a matter of administrative discretion. The Board, or other designated representatives, shall decide in each individual case if a leave of absence is to be granted. Upon completion of a leave of absence, the bargaining unit member is to be returned to the position formerly occupied, or to a similar position if the bargaining unit member's former position no longer exists. Any replacement in the position while the bargaining unit member is on a leave of absence is to be on an interim basis.

21.06 Pregnancy Leave

- A. Sick leave may be used for pregnancy and the recovery period following delivery for a period of six (6) weeks or as determined by the bargaining unit member's attending physician. If the length of time will exceed six (6) weeks, the attending physician shall submit a written statement to the Superintendent. The statement will set forth the anticipated length of recovery a bargaining unit member requires.
- B. At the expiration of sick leave, the Board shall, upon request of the bargaining unit member, grant a leave of absence for the remainder of the school year. Additional leave may be granted by the Board upon request of the bargaining unit member.

C. Use of maternity leave shall not be grounds for nonrenewal, or failure to issue a limited or continuing contract.

D. Upon return from maternity leave, the teacher shall be entitled to reinstatement to the same position, if such position exists, or similar position if the position no longer exists.

OK
21.07 Maternity/Paternity/Adoption/Foster Care Leave – Leave without pay for a period not to extend beyond one (1) year shall be granted teachers requesting maternity/paternity/adoption/foster care leave. The Board may grant a second year of leave upon request to the bargaining unit member. The dates established for the beginning and ending of such leave shall be filed with the principal at least thirty (30) days prior to the beginning of the requested leave except that this provision may be waived by the Superintendent. The thirty (30) day notice period shall be waived in the case of adoption when the member has less than thirty (30) days notice from the party arranging the adoption. In that event, a leave application for adoption leave shall be submitted as soon as possible.

21.08 Professional Leave – Each bargaining unit member may be granted two (2) days per year at his/her per diem to be utilized for the purpose of professional leave. Professional leave shall be used by bargaining unit members to attend professional meetings, workshops, or make school visitations for professional growth. Professional leave shall not include trips when the applicant accompanies students to such events as meetings, competition(s), and field trips or when the applicant is attending educational meetings at the request of the state or district. All requests for professional leave shall be submitted to the Superintendent no later than eight (8) working days prior to the leave and shall contain the reason for the request and any expected benefit of the leave. If professional leave is approved, an evaluation of the meetings and conferences attended must be filed with the Superintendent within one (1) week after returning to work.

21.09 Assault Leave – In the event of an assault on a teacher by a student or by any other person on school district property related to school activity or duty assigned to a teacher which results in the teacher being absent as a result of assault, such absence will not be charged against sick leave if verified by a certified physician. The Board reserves the right to verify a bargaining unit member's condition at the Board's expense. Bargaining unit members shall receive full pay and benefits for such absence. If covered by Workers' Compensation, the bargaining unit member shall remit such compensation to the Board and remain at this per diem rate and benefits during the full period of recovery.

21.10 Association Leave - The Association will be granted four (4) days of leave per school year to carry out Association business. Such leave will be granted upon notification of the Superintendent.

21.11 Bereavement Leave – In the case of a death in the immediate family (husband, wife, mother, step-mother, father, step-father, son, step-son, daughter, step-daughter, brother, step-brother, sister, step-sister, grandchildren, step-grandchild, grandparents, step-grandparents, son and daughter in law, brother and sister in law and significant other living in household) of both a bargaining unit member and his/her spouse, the bargaining unit member will be granted at his/her per diem which shall not be deducted for sick leave,

leave not to exceed four (4) days, to attend the funeral, make funeral arrangements, and to take care of related matters. Bargaining unit members may utilize accrued sick leave if additional time is necessary. In addition, bargaining unit members may use up to four (4) days of sick leave in the case of death of an aunt and/or uncle.

- 21.12 Unpaid Leave** - The Board may grant, upon the recommendation of the Superintendent, a bargaining unit member a leave of absence without pay for personal reasons. Such leave shall not exceed twelve (12) months.

21.13 Family Medical Leave Act

- A. A teacher, employed no less than half-time, with at least 12 months of service in the Frontier Local Schools shall be granted 12 weeks of unpaid family medical leave (during each fiscal year period) for: 1) The birth and first year care of a child; 2) The adoption or foster placement of a child; 3) The serious illness of a spouse, son, daughter, guardian, parent of the teacher's family, or any dependent child residing in the teacher's house; and 4) The teacher's own serious health condition that keeps the teacher from performing the essential functions of his or her job in accordance with the following specifications:
- B. The teacher shall apply in writing to the Superintendent or his/her designated representative not later than thirty (30) days prior to the beginning date of the requested leave of absence if leave request was foreseeable. The written application, requiring Superintendent's approval, shall specify the proposed dates the leave is to commence and terminate, with every attempt being made to select those dates least disruptive to the educational process and district operations. The Board may require the teacher to provide certification from a health care provider containing verification in accordance with the Family Medical Leave Act if he or she requests a medical leave. Pursuant to the Act, the employer, at its expense, may require a second medical certification by a medical provider of its choice.
- C. While on family medical leave, the teacher will continue to receive the same group health coverage that he or she had while employed. The Board will pay for this continued group health coverage to the same extent that the Board paid for the coverage that each teacher had before beginning his or her leave.
- D. Serious health condition is defined as an illness, injury, impairment or mental condition that involves – a) inpatient care in a hospital, hospice, or residential medical facility; or b) continuing treatment by a health care provider.
- E. A teacher on family medical leave shall not be entitled to advancement on the salary schedule for the period of absence.
- F. Once the leave is approved by the Superintendent and the Board, it may be altered or cancelled with the approval of the Superintendent, the Board, and the applicant.

- G. The taking of intermittent leave, leave on a reduced leave schedule and leave near the end of an academic term shall be governed by the Act.

21.14 Work Related Injury Leave

Any member of the bargaining unit suffering a work related injury and thereby disabled while in school or while on duty at a school sponsored event shall consult his/her physician to determine the extent of injury. A bargaining unit member may apply for Workers' Compensation to cover such injury. When Worker's Compensation benefits are paid, the bargaining unit member may reimburse to the Board those amounts received from Worker's Compensation for all days that the bargaining unit member took as paid sick leave. The treasurer shall return to the bargaining unit member the number of sick leave days equal to the amount of the Workers' Compensation reimbursed to the Board.

21.15 Perfect Attendance Incentive

Beginning with the 2020-2021 school year and for the duration of this agreement, the District and Association will pilot the following incentive program. Prior to negotiations of the successor agreement, the Association and District will examine the attendance data regarding the effectiveness of this program. The program may be extended and/or renegotiated at that time.

- OK
1. In the event a Bargaining Unit Member does not use any sick leave during the first semester, he/she shall receive a \$400 incentive payment for that semester.

In the event a Bargaining Unit Member does not use any sick leave during the second semester, he/she shall receive a \$400 incentive payment for that semester.
 2. Use of assault leave, military leave, Association leave, bereavement leave, leave for jury duty or professional leave shall not disqualify a Bargaining Unit Member from eligibility from this incentive.
 3. In the event a Bargaining Unit Member does not use any personal leave during a school year, he/she shall receive a \$150 incentive payment.
 - OK 4. Eligible Bargaining Unit Members will receive the 1st semester incentive within 30 calendar days of the end of the 1st semester. Eligible Bargaining Unit Members will receive the 2nd semester incentive as well as the personal leave incentive by the final paycheck of the contract year.

ARTICLE 22 SEVERANCE PAY

- OK 22.01 A member of the bargaining unit shall be granted severance pay upon retirement from active service or upon the member's death, if the member has at least 20 years of service, from the Frontier Local School District. The amount of severance pay shall be based upon accumulated sick leave as follows:

- OK
- A. Bargaining unit member(s) with five (5) years, but less than ten (10) years teaching experience in the Frontier Local School District shall be granted a lump sum payment equal to thirty per cent (30%) of his/her accumulated but unused sick leave. The number of days to be used in the computation shall be computed on a maximum of one hundred fifty (150) days plus the total number of days converted annually from unused personal leave days. (Example: 150 days of sick leave, plus 15 days of converted personal leave = 165 total days times .30 = 49.50 days).
 - B. Bargaining unit member(s) with ten (10) or more years of teaching experience or upon the death of a bargaining unit member with at least 20 years of service in the Frontier Local School District shall be granted a lump sum payment equal to thirty per cent (30%) of his/her accumulated but unused sick leave. The number of days to be used in the computation shall be computed on a maximum of two hundred fifty (250) days plus the total number of days converted annually from unused personal leave days. (Example: 250 days of sick leave, plus 15 days of converted personal leave = 265 total days times .30 = 79.50 days).
 - C. Payment shall be based upon the employee's daily rate of pay at the time of retirement. The daily rate of pay shall be determined by dividing the number of contractual work days into the employee's annual salary (excludes compensation from supplemental contracts).
 - D. The payment of severance pay shall eliminate the total sick leave credit accrued but unused by the employee at the time payment is made.
 - E. Should any bargaining unit member exhaust his/her sick leave accumulation due to a long term illness, a flat sum of three thousand dollars (\$3,000.00) shall be paid upon retirement. An employee applying for this must provide verifiable proof of illness (medical documentation for absence).

22.02 Retirement Incentive

- A. Any teacher who elects to retire from the employ of the Board of Education of the Frontier Local School District under STRS no later than the first year eligible for full retirement shall receive a sum equal to fifty percent (50%) of his/her accumulated but unused sick leave balance as provided for in Section 21.01 Severance Pay.
- B. Effective with the 2008-2009 school year, any teacher who has been employed by the Board of Education of the Frontier Local School District for at least ten (10) years, and who is eligible to retire under STRS shall receive all accumulated, but unpaid sick leave, up to one hundred fifty (150) days. Teachers retiring under this provision shall be given the option of retiring with thirty (30) days notice to the board, or of working through the end of the school year. This incentive benefit option is in lieu of, not in addition to, the severance pay specified in Section 22.01 Severance.
- C. Teachers who wish to participate in this incentive benefit option shall notify the Board of his/her intent in writing by March 31st in the year of eligibility as established above. If the bargaining unit member fails to make such a declaration this incentive provision shall not apply.

ARTICLE 23 WAGES AND INDEX

- 23.01** The index and salary schedule for 2020-2021 and 2021-2022 are described in this section. Bargaining unit employees shall receive a 3% base increase in the 2020-2021 school year and a 3% base increase in the 2021-2022 school year.

INDEX for 2020-2021 and 2021-2022

TEACHING EXP.	BA	150 Hr.	BA+20	MA	MA+15
0	1.000	1.040	1.080	1.100	1.140
1	1.040	1.085	1.127	1.150	1.195
2	1.080	1.130	1.174	1.200	1.250
3	1.120	1.175	1.221	1.250	1.305
4	1.160	1.220	1.268	1.300	1.360
5	1.200	1.265	1.315	1.350	1.415
6	1.240	1.310	1.362	1.400	1.470
7	1.280	1.355	1.409	1.450	1.525
8	1.320	1.400	1.456	1.500	1.580
9	1.360	1.445	1.503	1.550	1.635
10	1.410	1.500	1.560	1.610	1.700
11	1.450	1.545	1.607	1.660	1.755
12	1.490	1.590	1.654	1.710	1.810
13	1.505	1.607	1.676	1.733	1.835
15	1.535	1.640	1.721	1.780	1.885
20	1.590	1.700	1.783	1.845	1.955
23	1.618	1.730	1.814	1.878	1.990
27	1.645	1.760	1.845	1.910	2.025

The training columns on the above index shall reflect the following educational training:

- B.A. A teacher who has received a Bachelor's Degree from an accredited college or university.
- 150 hr. A teacher who has received a Bachelor's Degree and has credit for 150 semester hours.
- BA+20 A teacher who has earned 20 graduate semester hours after receiving a Bachelor's Degree.
- M.A. A teacher who has earned a Master's Degree from an accredited college or university.
- MA+15 A teacher who has earned fifteen graduate hours not included in their Master's Degree.

FY '20 FRONTIER LOCAL SCHOOL DISTRICT -- CERTIFICATED SALARY SCHEDULE

2020-2021

STEP	BA	BA-150	BA+20	MA	MA+15	STEP2
0	\$30,997	\$32,237	\$33,477	\$34,097	\$35,337	0
INDEX	1.0000	1.0400	1.0800	1.1000	1.1400	INDEX
1	\$32,237	\$33,632	\$34,934	\$35,647	\$37,041	1
INDEX	1.0400	1.0850	1.1270	1.1500	1.1950	INDEX
2	\$33,477	\$35,027	\$36,390	\$37,196	\$38,746	2
INDEX	1.0800	1.1300	1.1740	1.2000	1.2500	INDEX
3	\$34,717	\$36,421	\$37,847	\$38,746	\$40,451	3
INDEX	1.1200	1.1750	1.2210	1.2500	1.3050	INDEX
4	\$35,957	\$37,816	\$39,304	\$40,296	\$42,156	4
INDEX	1.1600	1.2200	1.2680	1.3000	1.3600	INDEX
5	\$37,196	\$39,211	\$40,761	\$41,846	\$43,861	5
INDEX	1.2000	1.2650	1.3150	1.3500	1.4150	INDEX
6	\$38,436	\$40,606	\$42,218	\$43,396	\$45,566	6
INDEX	1.2400	1.3100	1.3620	1.4000	1.4700	INDEX
7	\$39,676	\$42,001	\$43,675	\$44,946	\$47,270	7
INDEX	1.2800	1.3550	1.4090	1.4500	1.5250	INDEX
8	\$40,916	\$43,396	\$45,132	\$46,496	\$48,975	8
INDEX	1.3200	1.4000	1.4560	1.5000	1.5800	INDEX
9	\$42,156	\$44,791	\$46,588	\$48,045	\$50,680	9
INDEX	1.3600	1.4450	1.5030	1.5500	1.6350	INDEX
10	\$43,706	\$46,496	\$48,355	\$49,905	\$52,695	10
INDEX	1.4100	1.5000	1.5600	1.6100	1.7000	INDEX
11	\$44,946	\$47,890	\$49,812	\$51,455	\$54,400	11
INDEX	1.4500	1.5450	1.6070	1.6600	1.7550	INDEX
12	\$46,186	\$49,285	\$51,269	\$53,005	\$56,105	12
INDEX	1.4900	1.5900	1.6540	1.7100	1.8100	INDEX
13-14	\$46,650	\$49,812	\$51,951	\$53,718	\$56,879	13-14
INDEX	1.5050	1.6070	1.6760	1.7330	1.8350	INDEX
15-19	\$47,580	\$50,835	\$53,346	\$55,175	\$58,429	15-19
INDEX	1.5350	1.6400	1.7210	1.7800	1.8850	INDEX
20-22	\$49,285	\$52,695	\$55,268	\$57,189	\$60,599	20-22
INDEX	1.5900	1.7000	1.7830	1.8450	1.9550	INDEX
23-26	\$50,153	\$53,625	\$56,229	\$58,212	\$61,684	23-26
INDEX	1.6180	1.7300	1.8140	1.8780	1.9900	INDEX
27-31	\$50,990	\$54,555	\$57,189	\$59,204	\$62,769	27-31
INDEX	1.6450	1.7600	1.8450	1.9100	2.0250	INDEX

FY '21 FRONTIER LOCAL SCHOOL DISTRICT -- CERTIFICATED SALARY SCHEDULE

2021-2022

STEP	BA	BA-150	BA+20	MA	MA+15	STEP2
0	\$31,927	\$33,204	\$34,481	\$35,120	\$36,397	0
INDEX	1.0000	1.0400	1.0800	1.1000	1.1400	INDEX
1	\$33,204	\$34,641	\$35,982	\$36,716	\$38,153	1
INDEX	1.0400	1.0850	1.1270	1.1500	1.1950	INDEX
2	\$34,481	\$36,078	\$37,482	\$38,312	\$39,909	2
INDEX	1.0800	1.1300	1.1740	1.2000	1.2500	INDEX
3	\$35,758	\$37,514	\$38,983	\$39,909	\$41,665	3
INDEX	1.1200	1.1750	1.2210	1.2500	1.3050	INDEX
4	\$37,035	\$38,951	\$40,483	\$41,505	\$43,421	4
INDEX	1.1600	1.2200	1.2680	1.3000	1.3600	INDEX
5	\$38,312	\$40,388	\$41,984	\$43,101	\$45,177	5
INDEX	1.2000	1.2650	1.3150	1.3500	1.4150	INDEX
6	\$39,589	\$41,824	\$43,485	\$44,698	\$46,933	6
INDEX	1.2400	1.3100	1.3620	1.4000	1.4700	INDEX
7	\$40,867	\$43,261	\$44,985	\$46,294	\$48,689	7
INDEX	1.2800	1.3550	1.4090	1.4500	1.5250	INDEX
8	\$42,144	\$44,698	\$46,486	\$47,891	\$50,445	8
INDEX	1.3200	1.4000	1.4560	1.5000	1.5800	INDEX
9	\$43,421	\$46,135	\$47,986	\$49,487	\$52,201	9
INDEX	1.3600	1.4450	1.5030	1.5500	1.6350	INDEX
10	\$45,017	\$47,891	\$49,806	\$51,402	\$54,276	10
INDEX	1.4100	1.5000	1.5600	1.6100	1.7000	INDEX
11	\$46,294	\$49,327	\$51,307	\$52,999	\$56,032	11
INDEX	1.4500	1.5450	1.6070	1.6600	1.7550	INDEX
12	\$47,571	\$50,764	\$52,807	\$54,595	\$57,788	12
INDEX	1.4900	1.5900	1.6540	1.7100	1.8100	INDEX
13-14	\$48,050	\$51,307	\$53,510	\$55,329	\$58,586	13-14
INDEX	1.5050	1.6070	1.6760	1.7330	1.8350	INDEX
15-19	\$49,008	\$52,360	\$54,946	\$56,830	\$60,182	15-19
INDEX	1.5350	1.6400	1.7210	1.7800	1.8850	INDEX
20-22	\$50,764	\$54,276	\$56,926	\$58,905	\$62,417	20-22
INDEX	1.5900	1.7000	1.7830	1.8450	1.9550	INDEX
23-26	\$51,658	\$55,234	\$57,916	\$59,959	\$63,535	23-26
INDEX	1.6180	1.7300	1.8140	1.8780	1.9900	INDEX
27-31	\$52,520	\$56,192	\$58,905	\$60,981	\$64,652	27-31
INDEX	1.6450	1.7600	1.8450	1.9100	2.0250	INDEX

ARTICLE 24 METHODS OF PAYMENTS

24.01 Payroll

- A. All paychecks will be issued every other Friday beginning with the first scheduled pay date of each school year.
- B. When holidays interfere with the normal process of payroll, paychecks will then be issued on the last working day before that holiday break. These checks are not to be cashed until the actual date of the paycheck
- C. Summer vacation paychecks for those members not on direct deposit, will be mailed to the bargaining unit members at Board expense three days prior to the pay date.

24.02 Pay Dates

- A. The Board shall pay bargaining unit members in twenty-six (26) payments.
- B. The scheduled contractual pay periods for this agreement are found in Appendix F.

24.03 Within seven (7) calendar days of notification of an error in pay on any paycheck, the payroll clerk will correct the error.

24.04 Bargaining unit members will receive their annual salary notice with the first paycheck of each school year.

ARTICLE 25 TEACHING EXPERIENCE

25.01 The Board shall recognize “years of teaching experience” as follows:

- A. All teachers presently employed by the Board shall be paid as set forth in the teacher salary schedule.
- B. A year of teaching experience shall consist of at least one hundred twenty (120) days under a teacher’s contract.
- C. Teachers with verified teaching experience from a public or chartered nonpublic school of at least one hundred twenty (120) days per school year shall be credited on the salary schedule for five (5) years and may be credited for up to total of fifteen (15) years of experience including military service. All employees employed by the Board prior to September 1, 2010 shall not have their experience levels adjusted.
- D. One year of teaching experience will be granted when one hundred twenty (120) days of one half (1/2) day assignments have been completed during a school year. One half (1/2) day is defined as a minimum of eighteen (18) hours but less than thirty-six and one quarter (36-1/4) hours per week.

- E. A teacher, upon fulfilling the requirements for the next degree and/or column on the salary schedule, will be placed on each salary column by transcript or degree submitted to the treasurer on or before September 15 or January 15 of each school year. The teacher shall present a transcript to the county superintendent, local superintendent, and treasurer of the local board of education.

The increase shall be effective commencing the next pay period following September 15 or January 15, subject to verification by the Superintendent.

- F. Teachers who begin employment beginning the second semester shall receive their increments at midyear.
- G. Active military service in the armed forces of the United States shall be used as years of teaching experience to a maximum of five (5) years. For the purpose of this calculation, a partial year of active military service of eight (8) consecutive months or more in the armed forces shall be counted as a full year. "Armed Forces" of the United States, as used in this section, includes Army, Navy, Air Force, Marine Corps, Coast Guard, Auxiliary Corps; Red Cross nurse serving with the Army, Navy, Air Force, or hospital service of the United States; full-time service with the American Red Cross in a combat zone; and such other service as designated by the Congress as included therein.
- H. Substitute teachers who are appointed regular teachers shall be given service credit for one (1) year for each one hundred twenty (120) days taught in one (1) school year as a regular school substitute teacher in the Frontier Local School District.

25.02 National Board Certification

Teachers who obtain National Board Certification shall receive a one-time \$1,000 incentive the school year in which they become certified. Current employees who were initially certified prior to this agreement shall receive the \$1,000 retroactively.

ARTICLE 26 STRS PICK-UP UTILIZING THE SALARY REDUCTION METHOD

26.01 The Board shall "pick-up" contributions to the State Teachers Retirement System paid on behalf of the employees in the bargaining unit utilizing the salary reduction method under the following terms and conditions:

- A. The amount to be picked-up on behalf of each employee shall be ten percent (10%) of the employee's gross annual compensation or any statutorily mandated increase. The employee's annual compensation shall be reduced by an amount equal to the amount picked-up by the Board for the purpose of state and federal tax.
- B. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment.

- C. The pick-up shall become effective as per the date set forth on the Ohio Revised Code and shall apply to all compensation including supplemental earnings thereafter.
- D. Payment for sick leave, personal leave, severance pay, supplementals, etc., including unemployment and Workers' Compensation, shall be based on the employee's gross or daily gross pay prior to the reduction (e.g. gross pay divided by the number of days in a teacher's contract).

ARTICLE 27 INSURANCES

27.01 Preferred Provider Organization Insurance – The Board shall purchase Blue Cross and Blue Shield, or other carrier licensed by the State of Ohio, Preferred Provider Organization Insurance coverage for each full-time (7-1/3 hours per day) member of the bargaining unit, now or hereinafter employed, and his/her eligible dependents. Current benefit levels shall remain in effect; however, any new or existing benefits specified shall be modified to meet the specifications. The bargaining unit members will pay 14% on the health insurance plan for family or single coverage. Beginning January 1, 2019, the Board shall provide High Deductible Health Plan coverage for each member of the bargaining unit now or hereinafter employed, and his/her eligible dependents. The Board shall fund the members Health Savings Accounts at \$1,000 for a single plan and \$2,000 for a family plan on January 2, for both years of the contract for covered employees. The Board shall also provide a stipend for each year of the contract for covered members based on single or family health coverage. The stipend for single coverage will be \$1,000 and the stipend for family coverage will \$2,000.

27.02 GROUP LIFE INSURANCE – The Board shall purchase from a carrier licensed by the State of Ohio group term life insurance for each member of the bargaining unit in the amount of:

\$25,000 Life Insurance Per Employee

\$25,000 Accidental Death & Dismemberment Insurance Per Employee

Waiting Period for Coverage – 30 Days from Date of Hire

27.03 GROUP DENTAL INSURANCE – The Board shall purchase through a carrier licensed by the State of Ohio family dental insurance for each member of the bargaining unit, now or hereinafter employed, and his/her eligible dependents. The full cost of this program and any increases thereof shall be paid by the Board at 86% and the employee 14%. After a deductible amount, the plan will pay a percentage of the Reasonable and Customary fees charged by a dentist. These two features provide for a sharing of cost by the dental plan and the insured person.

The deductible and coinsurance percentage that applies to each category of expense is illustrated as follows:

BASE PLAN BENEFITS

<u>COVERED EXPENSE</u>	<u>INDIVIDUAL DEDUCTIBLE (Per Calendar Year)</u>	<u>FAMILY DEDUCTIBLE (Per Calendar Year)</u>	<u>COINSURANCE AMOUNT</u>
Class I	None	None	100%
Class II	(\$25)	(\$75)	80%
Class III	()	()	50%
Class IV	None	None	60%

To encourage early detection of dental disease and to allow all participants a benefit from the plan each year, the deductible is waived and 100% of the Reasonable and Customary charges will be paid by all Class I Services.

CALENDAR YEAR MAXIMUM (For all Class I, II, & III Expenses)

ORTHODONTIC LIFETIME MAXIMUM (For all Class IV Expenses)

SUMMARY OF COVERAGE

Calendar Year Deductible			
Class I Preventative & Diagnostic Routine Oral Exams Once every 6 mo. Teeth Cleaning Once every 6 mo. Fluoride Treatments Once every 12 mo. Emergency Pain Treatments Space Maintainers Diagnostic X-Rays Tests & Lab Exams	Class II Basic Restorative Fillings – Amalgams, Silicate, Acrylic Root Canal Therapy Treatment of Gum Disease Repair of Bridgework & Dentures Extractions and Oral Surgery General Anesthesia – only if medically necessary	Class III Major Restorative Inlays, Onlays, Gold Fillings, or Crown Restorations Initial Installation of Fixed Bridgework Installation of Partial or Full Removable Dentures Replacement of Existing Bridgework or Dentures	Class IV Orthodontia Full Banded Orthodontic Treatment Appliances for Tooth Guidance Appliances to Control Harmful Habits Retention Appliances – Not in connection with full banded treatment
CALENDAR YEAR MAXIMUM \$1000			LIFETIME MAXIMUM PER PERSON \$500
Unmarried, dependent children are covered to age 23 or to age 25, if in college.			

27.04 VISION INSURANCE – The Board will provide Vision Insurance for each member of the bargaining unit as stated below:

Eye Examination – Once every 12 months, \$10 copay.

Lenses – Once every 12 months, \$25 copay.

Lenses and Frames – Once every 24 months, \$25 copay

The cost of vision insurance will be shared with the board at 86% and the employee 14%.

27.05 The Board and the Association agree to establish an insurance committee for the following purpose:

- A. To review and analyze the current insurance benefit program and to recommend to the Board and the Association changes either in the current program or alternative carriers. The purpose of this committee is to improve the insurance program without additional cost to the Board.

27.06 Insurance Waiver- Any member of the bargaining unit who is covered by his/her spouse's health insurance and who elects to decline Board insurance coverage shall be eligible for the following insurance options:

- A. An employee eligible for family insurance coverage may decline Board insurance coverage and receive an annual payment of \$2,000.
- B. An employee eligible for family insurance coverage may elect to take single insurance coverage and shall receive an annual payment of \$1,000.
- C. Two employees of the Board who are married shall either receive insurance coverage under one (1) family plan or two (2) single coverage plans without exception.
- D. Employees electing to participate in the above insurance waiver must notify the Board treasurer in writing no later than August 1 of any year they wish to decline coverage.
- E. Any employee who has elected to participate in the insurance waiver and during the year loses insurance coverage through divorce, death, job loss, layoff etc. shall be provided Board insurance coverage upon notification of the treasurer.
- F. Any employee electing to take the insurance option shall receive payment no later than November 30th of the year he/she is participating.
- G. The option shall be annual from September 1 to August 31. Any employee electing to take this option shall not be subject to any pre-condition clause upon re-enrollment in the negotiated insurance program.

ARTICLE 28

TRAVEL REIMBURSEMENT FOR TEACHERS

28.01 Bargaining unit members with assignment(s) in more than one building, or whose assignment necessitates travel between schools during their regular school day shall, if they use their own automobiles for such travel, be reimbursed at the IRS rate per mile. Mileage will be measured from the first school to the final school. Bargaining unit members will submit monthly mileage vouchers to the treasurer for approval by the twentieth (20th) of the month. Payments on such vouchers will be made on a separate check.

ARTICLE 29 MANAGEMENT RIGHTS

- 29.01** The Board possesses sole right to operate the school district and all management rights repose in it. The Board's exclusive rights shall include, but shall not be limited to, the following, except as limited by the terms and conditions set forth in this agreement:
- A. Determine matters of inherent managerial policy which include but are not limited to areas of discretion or policy such as the functions and programs of the Board, standards of services, its overall budget, utilization of technology, and organizational structure.
 - B. Direct, supervise, evaluate, or hire employees.
 - C. Maintain and improve the efficiency and effectiveness of operations and programs.
 - D. Determine the overall methods, processes, means, or personnel by which operations are to be conducted.
 - E. Suspend, discipline, demote, or discharge for just cause.
 - F. Determine the adequacy of the work force.
 - G. Determine the mission of the Board as a unit of government.
 - H. Effectively manage the work force.
 - I. Take actions to carry out the mission of the Board as a governmental unit.
 - I. The employer is not required to bargain on subjects reserved to management and the direction of the governmental unit except as affects wages, hours, terms, and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. A public employee or exclusive representative may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

ARTICLE 30 SUPPLEMENTAL CONTRACTS

- 30.01** Supplemental positions to be paid at the following percentage of the BA-0 Step:

POSITION	PERCENTAGE
Athletic Director	15.0%
Head Football	12.0%
Head Basketball (boys)	11.0%

POSITION	PERCENTAGE
Head Basketball (girls)	11.0%
Head Volleyball (girls)	11%
Head Softball	8.5%
Head Baseball	8.5%
Head Track	8.5%
HS Head Golf	8.5%
Assistant Football (2)	7.0%
Assistant Basketball (boys)	7.0%
Assistant Basketball (girls)	7.0%
Assistant Varsity Track (if numbers dictate)	5.0%
Assistant JH Basketball (boys)	2.5%
Assistant JH Basketball (girls)	2.5%
Assistant JH Volleyball (girls)	2.5%
Assistant JH Softball	2.5%
Head JH Football	5.0%
Head JH Basketball (boys)	5.0%
Head JH Basketball (girls)	5.0%
Head Track JH	5.0%
Head JH volleyball (girls)	5.0%
Head JH Softball	5.0%
Assistant Softball	5.0%
Assistant Baseball	5.0%
Assistant Volleyball (girls)	5.0%
Assistant JH Football	5.0%
Head Cheerleader (Varsity)	7.5%
JH Cheerleader Advisor	4.5%
Yearbook Advisor HS	6.0%
H.S. Class Play Advisor (per play)	4.0%
8, 9, 10 Class Advisor (1 per grade)	1.0%
11, 12 Class Advisor (2 – 11 th grade, 1 – 12 th grade)	2.5%
Head teacher (2) (additional pay of \$50 per day when administrator(s) absences exceed 20 days in one school year.)	5.5%

POSITION	PERCENTAGE
Head Teacher MS/HS (on an "as needed" basis when no administrators are present in the building.)	\$85 per day
JH Student Council (1)	2.0%
HS Student Council (2)	3.0%
Spanish Club (1)	1.0%
Honor Society (1)	2.0%
BPA (1)	2.0%
FFA (1)	2.0%
Key Club Advisor (If funds other than district general funds are available)	2.0%
Family Night Coordinator (2)	1.0%
Spelling Bee (3)	1.0%
Resident Educator Mentor	5.0%
Resident Educator Mentor (Transfer Teachers or non-RESA teachers – from outside district)	1.0%
Resident Educator Mentor Coordinator (and \$150.00 per assigned Resident Educator mentoring pair)	1.0%
Spanish Honor Society	1.0%
Science Olympiad (1)	1.0%
JH Vo-Ag Instructor	2.0%
Saturday School	\$80 - per Saturday
Technology Coordinator (3)	3.0%
Data Manager (1)	4.0%
Academic Related extra-curricular activities (Home tutor, curriculum committee, tutoring, etc.)	\$22 per hour
Dean of students	\$1,500
Extended Time Positions:	
Guidance Counselor	Up to 20 days
Vo-Ag Instructor	Up to 60 days
Family and Consumer Science	Up to 8 days

The parties agree that beginning no later than the first 9 weeks of the 2011-2012 school year there shall be a joint committee of administration and association representatives to develop job descriptions for supplemental positions beginning with yearbook advisor and other academic positions. If a person is not willing to perform the duties of the position, that person will not be rehired for the position.

- 30.02** Teachers performing academic related activities must submit the appropriate documentation to the treasurer's office in order to receive compensation.
- 30.03**
- A. Supplemental contracts shall expire automatically on or before April 30th of each school year. Notwithstanding the provisions of section 3319.11, Ohio Revised Code, notice of nonrenewal of supplemental contracts shall be required. Nonrenewal of supplemental contracts shall not be grievable or arbitrable.
 - B. After nonrenewal, all openings will be posted by listing them with the current salary and distributing this list to all bargaining unit members.
 - C. Any bargaining unit member interested in any of the listed supplemental contracts shall so indicate on this notice and return it to the superintendent's office by the date indicated on the posting notice.
 - D. A bargaining unit member who has been employed in a supplemental position and has successfully performed his/her supplemental duties shall be recommended for that position if he/she applies following the annual posting. If the bargaining unit member does not apply for the supplemental previously held, the position shall be open to any other applicant. When one or more than one person is interested in the same supplemental position all interested parties shall be interviewed by the administration and a single person who meets the qualifications in the job posting selected.
 - E. Any remaining supplemental contract positions will be posted on bulletin boards designated by the Union for seven (7) calendar days. Any of the remaining vacant supplemental positions will be advertised county wide and those which still go unclaimed will be advertised to the community. The Board will continue to post vacant supplemental positions until all such positions are filled. Such vacancies will be included with pay checks/stubs mailed during the summer break period.
- 30.04** Supplemental duties will be considered complete when the Principal and Superintendent (all proper signatures that are required) have signed off on them and sent notice to the Treasurer. Supplemental contracts will be paid on contractual payroll dates. Twice yearly, the second (2nd) pay in December and the second (2nd) pay in June, separate checks will be issued for those employees who request them, in writing, when they submit their supplemental paperwork.
- 30.05** In the event the Board of Education/Administration implements a Saturday School Program, the position shall be posted for bargaining unit members. The Saturday School position shall be compensated eighty dollars (\$80.00) per day. In the event a Saturday school is scheduled and no students attend the session, the bargaining unit member shall be compensated twenty-five dollars (\$25) for the session.

ARTICLE 31 MENTOR PROGRAM

- 31.01** All mentor positions shall be filled after the mentor has received the State approved training from the Ohio Department of Education.
- 31.02** The Board shall employ a State trained teacher in the supplemental position of Mentor Coordinator. The Mentor Coordinator shall be aware of the Teacher Education and Licensure Standards, ODE Guidelines and all applicable laws and rules effecting the state mandated Resident Educator.
- 31.03** Mentor teacher(s) shall apply for available mentorship position(s) in each building as they occur after they have received training. The principal, mentor coordinator and mentor teacher will mutually agree to the assignment. Every effort will be made to match mentees with a mentor in the same licensure/subject are, grade level/band, in the same building.
- 31.04** Mentor teacher(s) shall possess a minimum of five (5) years of satisfactory teaching experience in the district and have successfully completed the Ohio Department of Education training. This excludes current mentors who were trained under the Washington County Entry Year Program.
- 31.05** Mentor teacher(s) may serve more than one (1) teacher if there are not sufficient mentor teachers to serve the number of individuals requiring mentorship and/or sufficient mentor teacher(s) do not volunteer to serve as a mentor. Mentor teachers from other buildings must be considered prior to assigning more than two teachers to any mentor.
- 31.06** Mentor(s) shall be released from duties to observe his/her teacher. Each mentor teacher shall receive a supplemental contract for serving as a mentor.
- 31.07** Mentors will provide services in the following manner:
- A. Resident Educator Year One, Year Two and Year Three; or Teachers on an Improvement Plan, as described in Article 16:
 - Meet 1-2 times per week for a total of 30 minutes per week, to provide consistent mentoring in Years One and Two, and prepare for the RESA in Year Three.
 - Room visits as necessary.
 - B. Transfer teachers or non-RESA teachers (from other districts or within the district):
 - Assignment upon request of transfer teacher or recommendation of the building principal.
 - Meet as needed.
 - Room visits as necessary or upon request.

- 31.08** A substitute will be provided for mentors to cover their classes and duties.
- 31.09** Teachers whose job description splits them between two buildings will have mentors who will split their mentorship duties and mentorship pay equally. The Treasurer's Office will divide payment equally.
- 31.10** Prior to receiving supplemental compensation, the Mentor teacher, the teacher being mentored and the principal will sign a form verifying the logs of time spent in mentoring submitted by the mentor teacher.

ARTICLE 32

PROVIDING FOR SPECIAL NEEDS STUDENTS

- 32.01** Bargaining unit members involved with the educational instruction of a special needs student (those requiring an IEP/504 Plan) will have the opportunity to participate in the writing of the plan for that student. Said members will be informed at least five (5) work days prior to the student's IEP/504 Plan conference and may participate in it or submit written suggestions for goals. These written suggestions for goals will be presented for consideration at the IEP/504 Plan conference. In the event that said suggestions for goals are not included in the IEP/504 Plan a verbal explanation will be provided to the teacher within five (5) working days if requested in writing by the teacher. Except in extreme cases when it is not feasible for the parent to attend, IEP/504 Plan conferences shall be conducted during the bargaining unit member's work day. If it is necessary to schedule this meeting after the work day, bargaining unit members will be compensated for all time at the academic related activity rate. All educationally involved bargaining unit members will have access to a copy of each student's IEP/504 Plan and revisions.
- 32.02** No regular education bargaining unit member, BH, DH, SBD, VI, HI, Speech, APE or LD teacher will be required: 1) to assist a student in taking care of the student's personal bodily needs, 2) to perform any medical procedure for a student. The Board will provide the necessary personnel as identified in the IEP, to perform any supportive services that may be required by any student in his/her IEP. No bargaining unit member except a certified special teacher employed specifically to address the supportive services of an IEP shall be required to perform any custodial care services. However, such tasks will routinely be performed by the teacher aide/attendant, if one is assigned. If a teacher voluntarily agrees to perform any such assistance, then he/she shall be considered to be acting in accordance with Board Policy.
- 32.03** No regular education bargaining unit member will be required to routinely administer medicine. Bargaining unit members may be required to administer oral medication on an emergency basis. If a teacher voluntarily agrees to perform any such assistance, then he/she shall be considered to be acting in accordance with Board Policy. Qualified nurses and/or licensed medical technicians shall be the only employees to provide and conduct necessary medical procedures. Bargaining unit members shall not be required to perform any medical procedure on a student.

32.04 Special education teachers and regular education teachers may need to meet during the school day to jointly plan for the instructional needs of included students. The administration will attempt to provide such opportunities with existing building level staff. Bargaining unit members, who participate in the development of and writing of the IEP, shall have a minimum of five (5) working days from the date of a placement decision until the IEP meeting is held. This five-day delay shall be used for the purpose of notifying teachers whose duties would be impacted by the IEP and to provide ample time to prepare for the writing of the IEP.

32.05 The Administration will continue to provide support services for special education students. In the event requests for additional support service are requested, the requesting parties will have the right to meet with the Principal to discuss such needs.

Bargaining unit members who are involved in the education of students requiring a RIMP under the 3rd Grade Reading Guarantee may submit time sheets for up to four (4) hours of time beyond the duty date to prepare RIMPs, at the rate of twenty-two (\$22) per hour.

32.06 The Administration recognizes that some students with exceptional needs may not meet the growth projected in the goals and objectives of the student's IEP/504 Plan.

32.07 The Board shall annually provide adequate professional training and/or staff development programs for bargaining unit members whose duties are impacted by an IEP and/or special needs student.

ARTICLE 33 TUITION REIMBURSEMENT

33.01 General Provisions

- A. All full time certified employees of the Frontier Local School District may participate.
- B. The applicant must be a bargaining unit member to qualify for Tuition Reimbursement.
- C. Courses must be taken outside the bargaining unit member's regular work day/year.

33.02 Basis for Reimbursement

- A. Tuition reimbursement is offered as an incentive to certificated employees to continue formal training.
- B. Tuition reimbursement will be earned as follows:
 - 1. Up to three (3) completed college or university courses taken in quarter hours will be reimbursed up to one hundred and fifty dollars (\$150) for each quarter hour.

2. Up to three (3) completed college or university courses taken in semester hours will be reimbursed up to two hundred and seventy-five dollars (\$275) for each semester hour.
3. Reimbursement shall not exceed the actual cost of college or university credit.
4. Employees requesting reimbursement for a third course will receive reimbursement only after every employee applying has been reimbursed for their second course. As well, a second course will receive reimbursement only after every employee applying has been reimbursed for one course.

33.03 Eligibility

- A. Applicants must be attending an accredited 4-year college or university.
- B. A letter of application including the course curriculum must be submitted to the Local Professional Development Committee (LPDC) prior to the start of the requested course. The applicant must show that the course is related to his/her current teaching employment with the Frontier Local Schools.

If a teacher elects to pursue credentials to become certified/meet qualifications under the 3rd Grade Reading Guarantee, the district will guarantee reimbursement for the Praxis registration fee, upon proof of passing, or up to two classes at the rate of \$225 per semester hour. No teacher shall, however, be required to pursue this certification/qualification.

- C. If the superintendent approves the application, tuition reimbursement will be awarded upon verification to the treasurer's office that the class has been successfully completed. Successful completion shall be verified by receipt of the official grades issued by the educational institution indicating the completion of the course with either a grade of "A" or "B" or verification of "pass" if the approved course is an ungraded "pass/fail" class.
- D. An employee shall not be eligible for reimbursement if he/she receives compensation from a government or other foundation for the course in question.

33.04 Payment

The Board of Education shall budget a sum of \$7,000 to reimburse teachers as follows: Said reimbursement shall be on a first come first serve basis. Unused money in any year will be carried over and added to the budgeted amount. The total amount budgeted shall not exceed \$12,000.

ARTICLE 34
LOCAL PROFESSIONAL DEVELOPMENT COMMITTEES

- 34.01** There shall be a Local Professional Development Committee (LPDC) to oversee, review, and approve individual professional plans for certificate/license renewal and upgrade, recommend in-service activities, obtain/develop programs that will satisfy the Ohio Department of Education requirements for Professional Development Continuing Education Units (CEU's) per OAC 3301-27-08, and work in conjunction with the Entry-Year Program.
- A. The LPDC Committee shall be responsible to recommend for the Superintendent's approval, all in-service activities and workshops offered in the district during the school year for staff professional development
 - B. In making recommendations for workshops and in-services, the LPDC shall include the amount of funding necessary to cover the cost of the workshops and in-services selected.
 - C. Recommendations for District Workshops and In-Service activities should be submitted to the LPDC for approval and recommendation no later than October 1, of the year they will be offered
- 34.02** The LPDC shall consist of six (6) members: four (4) teachers appointed by the Association and two (2) administrators appointed by the Superintendent. One of the Superintendent's appointees will be a Principal employed by the district.
- A. Teacher representatives to the LPDC will be appointed whenever a teacher representative has served for three consecutive year. Teacher representatives may be reappointed to the LPDC at the discretion of the Association.
 - B. Appointments shall be made on or before July 1st and no teacher with less than five (5) years' experience shall be appointed to the LPDC.
 - C. The Appointments shall be made by each party outlined above, notifying the other of those appointed.
 - D. In the event of a vacancy, the committee members shall be replaced in accordance with "A" above.
 - E. The LPDC shall elect a chairperson and a secretary/recorder.
- 34.03** This committee shall meet a maximum of ten (10) times yearly and shall require a quorum of three (3) members in order to conduct business.
- A. The committee may also be convened by the chairperson as necessary to complete business.

- B. The committee shall meet after regular school hours. The members of the committee will be compensated at twenty-two dollars (\$22.00) per hour for all time spent in meeting or training.
- C. Decisions of the LPDC will be made by a majority vote of the committee members present.
- D. The committee minutes shall be prepared by the recorder and maintained in compliance with the laws governing the operation of committees of public bodies.

34.04 Training

- A. Members of the LPDC shall be provided the opportunity to attend training on the purpose, responsibilities, functioning, and legal requirements of the LPDC.
- B. Training will be provided at no cost to the committee members or loss of pay. All costs of training – including all registration costs, travel, meals, accommodations and mileage – will be borne by the Board of Education.
- C. LPDC training for committee members shall constitute appropriate “equivalent activities” for the purpose of the committee members’ own individual development plans, if the committee so decides.

34.05 Appeals

Any appeal of an LPDC decision must be made according to the following procedure:

- A. Reconsideration: If any educator disagrees with an LPDC decision, the educator will be given the opportunity to meet personally with the LPDC to discuss the IPDP and to discuss his/her case. This discussion will also serve to help the educator gain an understanding of the perspective of the LPDC.
- B. If, after the reconsideration process has taken place, the LPDC and the educator are still unable to come to agreement, a third party panel will review the decision. The third party panel will consist of one licensed educator selected by the LPDC; one licensed educator selected by the educator; and one licensed educator agreed upon by the two. These three individuals then function as a panel to review the LPDC decision and either uphold it or overturn it. Members of the LPDC will not be members of a third party panel.
- C. Records will be kept at the Board office. Access to records will be subject to current policies and agreements regarding personnel records.
- D. LPDC members will not be permitted to review their own IPDP. They will abstain from the review and voting, in which case a quorum will consist of three of the remaining four members.

ARTICLE 35 TEACHER AUTHORITY

35.01 Student Behavior

- A. When revisions to the student handbook are made the administration and three representatives of the faculty in each building shall meet as a committee and mutually review/revise a student handbook in conjunction with Board Policy. This manual shall outline the appropriate and expected student behavior while attending school in that building, including rules of student behavior and the penalties imposed for violating them. A copy of the handbook shall be provided to every student in each school building, annually at the beginning of the school year. (The High School committee shall include the administration, three teacher representatives and the Dean of Students.)
- B. The representative teachers of each committee shall be appointed by the Association. The committee will meet at mutually agreeable times to develop/revise this manual. The first meeting shall be held within one month of the ratification of this contract. The student behavior and penalties imposed shall be in accordance with the Board adopted policy. If the committee is unable to reach agreement, decisions shall be made by majority vote.
- C. The elementary principals and the appointed teacher representatives of committee will meet annually and revise and incorporate any necessary revisions into one uniform elementary handbook for the district in accordance with B, above.

35.02 Disciplinary Rights

- A. The teacher shall have the right to discipline pupils in accordance with the student handbook for acts that are detrimental to the good order and the best interest of the school.
- B. Each building principal and the committee representatives in that building shall meet prior to the first teacher work day and mutually agree to guidelines outlining proper building procedure in regard to the enforcement of the pupil discipline described in the student handbook. Once guidelines are established for the proper building procedures, they will be distributed to the entire building faculty. This procedure shall include the prompt (within one school day of the incident) filing of a discipline report. The administration shall promptly respond to and return a filed discipline report within 2 school days of receipt. Under unusual circumstances or if the administrator(s) are not in the building, there will be a two-day extension for response to a discipline referral.
- C. The administration shall give full support and assistance to professional staff members with respect to the maintenance of control and discipline in the classroom.
- D. Emergency application of force or restraint is sometimes necessary. When immediate action is called for, the teacher shall have the right to protect himself/herself and to protect other persons and property.

35.03 Gross Misconduct of Students

- A. Whenever a student fails to respond to a teacher's reasonable request to refrain from activities which seriously damage the learning atmosphere in the classroom, disciplinary action will be taken by the classroom teacher. If the teacher's disciplinary attempts are not successful; action will be taken by the building principal.
- B. The term classroom, in this section, shall be defined as any and all areas for which a teacher has been assigned and/or any and all areas of school property wherein a teacher may be present.
- C. Any student who commits assault upon a teacher shall be removed from the classroom immediately, upon the request of the teacher. Any student who commits battery upon a teacher shall be removed from all classroom activities immediately. Teacher must file a report with the sheriff.
- D. A student having committed battery upon a teacher shall not be reassigned to that teacher's class without the prior knowledge of the teacher. If there is more than one teacher assigned to teach that subject/grade, the principal shall meet and discuss the need for reassignment prior to the student being reassigned to the affected teacher. Teacher must file a report with the sheriff.
- E. None of the penalties stipulated in the school's student handbook may be changed or reduced unless the affected teacher is consulted with prior to any change.
- F. If an action taken against a student for gross misconduct subsequently results in a Court Order reinstating the student, the Court Order will be reviewed with the affected staff member(s) and then followed.
- G. Teachers assigned to a building may request and the principal shall meet with them within three days of such request to discuss building policy concerning student discipline and related activities.

ARTICLE 36 INTERVIEWING AND HIRING

- 36.01** The parties believe that the best educational environment exists within a framework of cooperation and collaboration among staff members. It is the further belief that those persons with the most familiarity of a particular position, as well as those persons who work most closely with a person in that position, have a valuable insight into which candidate might best add to the educational climate by filling said vacant position. In light of these beliefs the parties agree that:
- A. All formal interviews for new certified employees will be conducted by an Interview Team. The Superintendent or Building Principal shall inform the President or his/her designee of a scheduled interview(s), and the opportunity to attend and participate. It will be the responsibility of the Association to assemble bargaining unit members for

the Interview Team. This will provide the opportunity for the Interview Team to consist of administrators and up to two (2) bargaining unit members and the Association President.

- B. Each interview Team Member shall have a vote. At the conclusion of each set of interviews, the Interview Team shall make its recommendations for hiring based upon the consensus of the Team. If more than one (1) candidate is recommended to the Superintendent, candidates will be recommended by rank order as determined by the Team.
- C. This article excludes the Interview Team for the positions of Superintendent or Treasurer. However, when these candidates are interviewed the Association President and up to two (2) or three (3) bargaining unit members, will be invited and given the opportunity to attend.

ARTICLE 37 RETIRE/REHIRE

37.01 When a retired teacher is employed by the Frontier Local School District, then the following will be in effect:

- 1. This article applies to the hiring of any previously retired teachers, following any waiting period required by his/her teaching retirement system.
- 2. Previously retired teachers shall initially be placed at experience step 0, and appropriate earned degree status of the negotiated salary schedule. Retired teachers shall not advance higher than step 10 of appropriate earned degree status on the negotiated salary schedule.
- 3. Previously retired teachers are only eligible for Board paid health care, prescription drug plans, or dental plans if not eligible to receive benefits from their retirement system.
- 4. Previously retired teachers shall begin acquiring sick leave effective with their employment. The rate of accumulation of sick leave shall be in accordance with the law at the rate of fifteen (15) days per year. Retired teachers shall be permitted to carry over all unused sick leave accumulated to any school year to any succeeding school. No transfer of sick leave previously taken as or canceled by severance will be allowed.
- 5. Any bargaining unit member contemplating retirement from Frontier Local Schools shall have the opportunity to discuss his/her rehiring with the Superintendent prior to making a retirement decision, if the bargaining unit member so requests. If the bargaining unit member desires, her or she may invite an Association representative to attend this meeting.

6. The Board shall commit in writing to re-employ a member of the bargaining unit in advance of his/her intention to retire at the end of that school year and submits a letter to that effect, no later than July 1st.
7. Any teacher who has retired and been reemployed by the Board shall begin acquiring district seniority as a new employee.
8. Any retired teacher rehired by the District shall only ever be eligible for a one (1) year contract which shall be non-renewed each year.
9. Qualified retire/rehire candidates are not eligible for employment if there is a qualifying employee on recall prior to July 1.
10. Retire/Rehire employees, will remain in the position from which they retired for the first year of retire/rehire status.

37.02 Rehiring Retirees from other Retirement Systems

If a retiree of a retirement system other than a teacher retirement system is employed by the Frontier Local School District, those retirees will only be eligible for health care, prescription drug plans, or dental plans if they are not eligible to receive these benefits from their previous retirement system. If not eligible to receive those benefits from their previous retirement system, those retirees may purchase these benefits pursuant to the Board's offerings at fifty percent (50%) cost to the retiree.

ARTICLE 38 COLLEGE CREDIT PLUS

1. The opportunity to teach any course offered by the school district through College Credit Plus shall be offered to all members of the bargaining unit who are qualified to teach the course.
2. Teaching a course that qualifies for College Credit Plus shall be voluntary on the part of the teacher.
3. Any teacher who teaches a course that qualifies for College Credit Plus shall be afforded an in-service day to visit the participating institution of higher education to engage in planning with the cooperating college instructor. The teacher shall be paid his/her per diem rate of pay for the in-service day, plus any other necessary and actual expenses (e.g., mileage, meals, etc.) at the district rate.
4. The class size for teachers who teach a course in College Credit Plus shall be kept equitable with class sizes in non-CCP courses.
5. Any teacher who teaches a course in College Credit Plus shall be paid a stipend of \$1,000 per semester. The stipend shall be paid as part of the employee's regular pay and shall be paid over the regular twenty-six (26) pay periods.

6. Any teacher who teaches a course in College Credit Plus shall be provided one professional leave day at the end of each semester in order to fulfill required administrative responsibilities (e.g., grading the course, etc.).
7. No existing bargaining unit position shall be eliminated, and no bargaining unit employee shall be displaced, as a result of the district's participation in College Credit Plus.

ARTICLE 39 EFFECTS AND DURATION

- 38.01** In the event there is a conflict between a provision of this contract and Ohio Revised Code 4117.10 (a), federal or state law, or valid rules or regulations adopted by a federal or state agency, as determined by a court of competent jurisdiction, all other provisions of this contract which are not in conflict shall continue in full force and effect. The parties shall meet to negotiate any necessary changes on this contract relative to the affected provision within thirty (30) days of demand by either party.
- 38.02** The parties agree that, should any provisions of this agreement be found to be invalid, they will schedule a meeting within thirty (30) days at a mutually agreeable time to attempt to negotiate alternative language which would bring the affected provision(s) into compliance with said court decision.
- 38.03** The terms of this contract shall be from July 1, 2020 to June 30, 2022.
- 38.04** This contract represents the full understanding and commitment between the parties and replaces all previous contracts. This contract may be added to, deleted from, or otherwise changed only by an amendment properly signed and ratified by each party.
- 38.05** The Board shall change its personnel policies and practices as may be necessary in order to give full force and effect to this contract. Should there be a conflict between this contract and any such policy or practice, then the terms of this contract shall prevail.
- 38.06** Within thirty (30) days after this contract is signed, copies shall be printed at the Board's expense and distributed to each employee. Each employee hired thereafter also shall receive a copy upon employment. Any subsequent revision(s) or amendment(s) also shall be printed at the Board's expense and distributed to each employee within thirty (30) days of said revision or amendment.
- 38.07** During the duration of this contract the Board shall maintain all terms, conditions, and benefits of employment at not less than the level in effect as of the effective date of this contract.

38.08 Effect of Section 1116(d) of ESEA

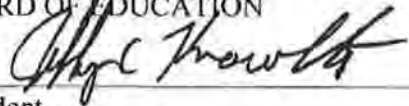
- A. If the Frontier Local School District has reasonable cause to believe that compliance with any of the provisions of this Agreement would be inconsistent with the School District's obligations under Section 1116 of the ESEA, it will so notify the Association.

The Association and the Board immediately will file a joint written request with the United States Department of Education asking whether Section 1116 of the ESEA can alter or otherwise affect the rights, remedies, and procedures afforded school or school district employees under the terms of a collective bargaining agreement that became effective subsequent to January 8, 2002. Unless and until the United States Department of Education answers this question "yes", the Board will be required to comply with the provisions of this Agreement.

- B. If the United States Department of Education answers the foregoing question "yes", the Association, at its option, may file a lawsuit in federal district court seeking a declaratory judgment as to whether Section 1116 of the ESEA can alter or otherwise affect the rights, remedies, and procedures afforded school or school district employees under the terms of a collective bargaining agreement that became effective subsequent to January 8, 2002. Until the district court answers this question, or if the district court answers this question "yes", the Board will be required to comply with the provisions of this Agreement only to the extent that such compliance will not prevent the Board from complying with its obligations under Section 1116 of the ESEA. If the district court answers this question "no", the Board will continue to comply with the provisions of this Agreement.

This agreement is signed and entered into on this 5 day of, OCTOBER, 2020, at New Matamoras, Ohio.

FRONTIER LOCAL
BOARD OF EDUCATION

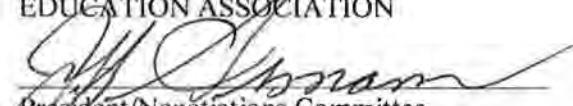


President



Treasurer

FRONTIER LOCAL
EDUCATION ASSOCIATION



President/Negotiations Committee
Chairperson