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AGREEMENT

BY AND BETWEEN

THE FRONTIER LOCAL SCHOOL DISTRICT

AND

THE FRONTIER LOCAL EDUCATION ASSOCIATION

July 1, 2025 to June 30, 2028

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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 continuing enrollment form selected by the individual shall constitute one (1) deduction.
2. Insurance
3. Savings Bonds
4. Annuities
5. Credit Union
6. OEA Fund
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 computers, copy machines, other duplicating equipment, telephones, fax 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 email and 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 December 1st 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 thirty dollars (30) 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, the association president, and an association representative from each building in the district shall meet to discuss proposed school calendars for the succeeding school year. This committee shall then present to the association, 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 thirty (30) per hour for assignments, duties and district-offered professional development outside of the duty day.

10.10 Scool 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 school delays or closures.
- On the sixth through eight day of school closure, the district shall utilize online day plan days as approved by the board and ODEW.
- 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 school 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-five ($25.00) per classroom period above and beyond his/her normal salary for all substitute duty to a maximum of one hundred twenty-five dollars ($125.00) per day.

A bargaining unit member who is given the responsibility of one or more students during his/her conference period shall receive twenty-five dollars ($25.00) for the conference period.

A bargaining unit member who must attend a meeting during the member's planning time, shall be paid twenty-five dollars ($25.00) per occasion.

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

16.01 Evaluation of certified/licensed teaching staff will be based upon Ohio Teacher Evaluation System (OTES). The evaluation of teachers, who spend fifty percent (50%) or more of his/her time providing content-related student instruction, shall be in accordance with this procedure, which align with the Standards for the Teaching Profession set forth in state law. The definitions prescribed in the Ohio Revised Code 3319, Ohio Administrative Code and ODE Model Policies, pertaining to this procedure shall be incorporated unless otherwise provided herein.

Evaluation of certified/licensed counseling staff will be based upon the Ohio School Counseling Evaluation System (OSCES) The evaluation of school counselors shall be in accordance with this procedure, which aligns with the Standards for the Ohio School Counselors, or in accordance with their specific job responsibilities and assigned duties as agreed upon by their designated building administration. The definition prescribed in the Ohio Revised Code 3319.113, Ohio Administrative Code and ODE Model Policies, pertaining to this procedure shall be incorporated unless otherwise provided herein.

16.02 District administrators who are credentialed shall be responsible for evaluation of the performance of teachers/school counselors. The evaluator shall also be credentialed by the Ohio Department of Education to administer the Ohio Teacher Evaluation System (OTES)/Ohio School Counselor Evaluation System (OSCES) so long as such credentialing exists. However, bargaining unit members shall not serve as credentialed evaluators. Where a teacher/school counselor is under continuing contract or under consideration for renewal/non-renewal or under an improvement plan, a district administrator will serve as the Credentialed Evaluator. The Credentialed Evaluator assigned to the teacher/school counselor shall complete all components of the Teacher/School Counselor Performance component except in the case of extenuating circumstances.

16.03 Full Cyle Evaluation

All teachers/school counselors shall be evaluated based on at least two (2) formal observations of at least thirty (30) minutes each and periodic classroom walkthroughs each school year. The first observation will occur before the conclusion of the first semester. No teachers/school counselor mat be evaluated more than once annually.

For all bargaining unit members, no walkthroughs or evaluation of any kind shall occur during the last day before or the first day returning from a holiday break.

The formal evaluation cycle for teachers shall consist of a professional growth/improvement plan, a pre-observation conference (s) (waivable if mutually agreed upon by member and administrator), a formal holistic observation [minimum of thirty (30) minutes], a post-conference (s) classroom walkthrough (s), a formal focused observation (s) (minimum of thirty (30) minutes), post-conference (s), and walkthrough (s).

16.04 Less Frequent Evaluation Cycles

Teachers/school counselors who are rated Accomplished on the most recent evaluation will be subject to a Full Evaluation Cycle once (1) every three (3) years unless s/he is up for renewal, provided the teacher/school counselor submits a self-directed Professional Growth Plan to the evaluator each year, and for teachers, the evaluator determines the teacher is making growth progress on that plan. Growth progress is defined as completing action steps, attaining a goal statement, and/or providing evidence on qualitive or quantitative indicators for the bargaining unit member. If a teacher/school counselor does not need to complete a full evaluation cycle, they will complete a Less Frequent Evaluation Cycle.

Teachers/school counselors who are rated Skilled on the most recent evaluation will be subject to a Full Evaluation Cycle once (1) every two (2) years unless s/he is up for renewal, provided the teacher/school counselor and the evaluator jointly develop a Professional Growth Plan for the teacher/school counselor, and for teachers, the evaluator determines the teacher is making growth progress on that plan. Growth progress is defined as completing an action step, attaining a goal statement, and/or providing evidence on qualitative or

quantitative indicators for the bargaining unit member. If a teacher/school counselor does not need to complete a full evaluation cycle, they will complete a Less Frequent Evaluation Cycle.

The Less Frequent Evaluation Cyle consists of a professional growth plan, one (1) observation, and one (1) post-conference discussion of progress on the Professional Growth Plan.

A teacher/school counselor may request a formal observation at any time, in addition to those required. Such requests may be denied by the Evaluator. The evaluator will supply the teachers/school counselors with the reason for denial in writing.

16.05 Limited or Non-Renewal Evaluations

Teachers/school counselors who are on a limited or extended limited contract and who are under consideration for non-renewal shall be evaluated based on at least three (3) formal observations of at least thirty (30) minutes each and periodic walkthroughs during the last year of their contract. The Superintendent may waive the third (3) observation, if the teacher/school counselor is not being considered for renewal.

16.06 There shall be at least twenty-one (21) calendar days between each formal observation unless there is a mutual agreement to amend the twenty-one (21) days. Calendar days exclude Winter and Spring breaks for this article only.

16.07 All teachers/school counselor's evaluations are completed by May 1, with a written copy of the evaluation results and final holistic rating provided to the teacher by May 10th and signed by the evaluator and the teacher/school counselor via eTEPS. The teacher's/school counselor's signature should not be construed as evidence that the teacher/school counselor agrees with its contents.

16.08 Evidence provided by the teacher/school counselor and gathered by the evaluator during the pre-conference (waivable if mutually agreed upon by the member and administrator), formal observations, walkthroughs, post conference, required school sponsored events, and other substantial factors impacting the teacher's/school counselor's performance or professionalism will be used the evaluator when applying the Performance Rubric. All observation of teacher/school counselor work performance for purposes of the observation documents shall be conducted openly and with full knowledge of the teacher/school counselor. A teacher may provide evidence to the Credentialed Evaluator, including but not limited to student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, portfolios, summative assessments, and student work samples. A school counselor may provide evidence to the Credentialed Evaluator, including but not limited to student grades, standardized test, course completion, graduation rate, attendance, ACT/SAT, discipline reports, office referrals, counselor logs, teacher feedback surveys, Ohio Means Jobs, acceptance tares, and exposure to post-secondary options/surveys.

16.09 The formal observation shall consist of an optional pre-observation conference (waivable if mutually agreed upon by member and administrator), a former holistic or formal focused observation, and post-conference. Formal observations shall be conducted in collaboration with credentialed evaluator and the teacher/school counselor. The optional pre-observational

conference will occur within five (5) workdays of the observation and the post-conference will occur within ten (10) workdays following the observation, unless the teacher/school counselor or administrator is absent during that observation or evaluation timeframe, or unless other extenuating circumstances exist. The teacher/school counselor will provide the optional pre-observation (at the member's discretion) form to the credentialed evaluator at least one (1) school day prior to the optional pre-observation conference. The teacher/school counselor will provide the post-observation form to the Credentialed Evaluator at least one (1) school day prior to the post observation conference. At the post observation conference, the Credentialed Evaluator and the teacher/school counselor will review the evidence collected and collaboratively review the draft of the Observation Summary Report Form that the Credentialed Evaluator brings to the post-observation conference.

16.10 A walkthrough/informal observation ("walkthrough") is a formative written assessment by a Credentialed Evaluator. A walkthrough for a school counselor is a formative written assessment piece of non-confidential activities by a Credentialed Evaluator. There shall be no more than six (6) walkthroughs per teacher/school counselor Performance Cycle, unless additionally requested by the teacher/school counselor. The walkthrough may be unannounced, but nothing prohibits informing the teacher/school counselor of a walkthrough. A walkthrough shall be at least five (5) consecutive minutes, but not more than thirty (30) consecutive minutes. Within five (5) workdays of completing the walkthrough, the evaluator shall provide the teacher/school counselor with a copy of the Walkthrough/informal Observation Data form. If the teacher/school counselor requests to meet the evaluator to review this Form, this meeting will be held before the next walkthrough occurs. The teacher/school counselor request to meet with the evaluator must occur within two (2) school days following the receipt of the Walkthrough/Informal Observation Data Form.

16.11 Teachers are assigned an effectiveness rating of Accomplished, Skilled, Developing, or Ineffective, and any others required by law. This rating will be determined based on teacher performance using OTES 2.0 rubric.

School counselors are assigned an effectiveness rating of Accomplished, Skilled, Developing, or Ineffective, and any others required by law. This rating will be determined based on two goals: one in relation to the six standard areas and the second in relation to the Metric of Outcomes data. For School Counselors, the metric of Student Outcomes goal shall refer to data provided demonstrating that student's skills, knowledge, or showing behaviors have positively changed as a result of the school counselor's actions or shall be adapted to align with the job responsibilities of the school counselor in each building as agreed upon by the building administrator and counselor.

In the event the Ohio Legislature modifies these criteria for teachers or school counselors; the Union and the Board agree to negotiate on the limited issue of whether these criteria should also be modified in this Article.

16.12 Within ten (10) calendar days of receiving evaluation documents such as holistic/formal/focused observations, walkthroughs, and the final summative rating of teacher/school counselor effectiveness for, a teacher/school counselor has the right to make a written response to the aforementioned documents and to have it attached to the appropriate document(s). The components of the formal evaluation cycle will be used to determine the final holistic rating.

16.13 Any teacher/school counselor who was on leave from the school district for fifty (50%) or more of the school year shall be exempt from the evaluation process.

16.14 Upon implementation of OTES 2.0 High Quality Student Data (HQSD) will apply as long as required by law. Each teacher evaluation shall contain two (2) measures of high-quality student data (HQSD). When applicable to the grade level or subject area taught by the teacher being evaluated, HQSD shall include the value-added progress dimension as one (1) source of HQSD. HQSD shall be used as evidence in any component of the teacher's evaluation related to the OTES 2.0 rubric which include HQSD.

The high-quality student data instrument used must be reviewed by the District Evaluation Committee to ensure it meets all of the following criteria:

A. Align to learning standards
B. Measure what intends to be measured
C. Be attributable to a specific teacher for course(s) and grade level(s) taught
D. Demonstrate evidence of student learning (achievement and/or growth) E. Follow protocols for administration and scoring.
F. Provide trustworthy results.
G. Not offend or be driven by bias.

16.15 Teachers/school counselors who receive a final summative rating of Accomplished must develop a self-directed professional growth plan and may choose their credentialed evaluator(s) from the Board approved evaluator list. An evaluator may decline the selection if the evaluator denies the selection, s/he must provide the teacher/school counselor with written reasons for the denial. Teacher/school counselors who receive a final holistic rating of Skilled must develop professional growth plans collaboratively with their credentialed evaluator(s) from the Board approved list.

Teachers/school counselors who receive a final holistic rating of Ineffective will be placed on an improvement plan by their credentialed evaluator(s). The Superintendent/designee assigns credentialed evaluators to teachers/school counselors who receive a final summative rating of ineffective.

16.16 Effectiveness rating shall be calculated utilizing the procedures under the Ohio law.

16.17 The Superintendent or designee shall annually file a report to the Department of Education including only information required by law.

16.18 Only the final evaluation rubric and the final holistic rating of teacher/school counselor effectiveness form are to be placed in a teacher's school/counselor's file. The forms will be signed and dated by both the administrator and the teacher/school counselor. Signatures indicate only that the forms were seen by the teacher/school counselor and administrator, not necessarily agreement with the contents.

16.19 Upon request, the credentialed Evaluator shall provide the teacher/school counselor with copies of all final written documentation, artifacts, and evidence collected during formal observations and walkthroughs/informal observations or other substantiated factors/required events impacting the teacher's/school counselor's performance or professionalism that have impacted the performance rubric.

16.20 Video or audio devices shall not be used to record a teacher's classroom instructional performance of the evaluations by the Credentialed Evaluator. The district will not use video/audio evidence submitted to ODE by a Resident Educator for their residency requirements as evidence to assess teacher performance (OTES).

16.21 Any teacher/school counselor who submits a notice of retirement and that notice has been accepted by the Board not later than the first day of the second semester of the school year in which the evaluation is otherwise to be conducted, will not be evaluated.

16.22 Professional Growth & Improvement Plans: Either a Professional Growth Plan or an Improvement Plan will be developed annually. Each plan will be based upon the results of the formal holistic observation and aligned to any existing school district or building improvement plan. These plans will be due to the evaluator by October 1st of the following school year.

A. Professional Growth Plan: Teachers will be required to make adequate progress on their Professional Growth Plan as defined in 12.04 in order to remain on a Less Frequent Evaluation cycle. A teacher with a final holistic rating of Accomplished will develop a self directed Professional Growth Plan. A teacher with a final holistic rating of Skilled will develop a jointly directed Professional Growth Plan. A teacher with a final holistic rating of Developing will develop a Professional Growth Plan that is guided by the assigned evaluator. A school counselor who is rated Accomplished, Skilled or Developing will develop a professional growth plan in collaboration with his/her assigned evaluator. Each school counselor will develop a Professional Growth Plan on an annual basis no later than the first Monday in October.

B. Improvement Plan: A teacher with a final holistic rating of Ineffective will be placed on an Improvement Plan. A school counselor who is rated Ineffective will be placed on an Improvement Plan.

1. The Credentialed Evaluator shall develop an Improvement Plan to address any significant teacher/school counselor performance deficiency identified after an observation using the OTES/OSCES Improvement Plan Forms (In Appendix D). A performance deficiency includes either an overall ineffective rating or an ineffective rating on any of the components of the OTES/OSCES Rubric. The Credentialed Evaluator shall meet with the teacher/school counselor to review the Improvement Plan and receive input from the teacher/school counselor before the Improvement Plan is finalized and implemented.
2. If the district anticipates taking adverse employment action based on a Teacher's/School Counselor's Performance, the teacher/school counselor shall first be placed on an Improvement Plan so s/he has an opportunity to remedy the performance deficiencies. The Improvement Plan may be created after the first or second observation in this circumstance.

a. If a teacher/school counselor on an Improvement Plan requests a support teacher/counselor, the Credentialed Evaluator shall identify a support teacher/counselor (if a teacher has a resident educator mentor, the mentor may also serve as the support teacher to the resident educator).

b. Support Teacher/Counselor: A mentor teacher/counselor who supports a teacher/counselor who has been placed on an Improvement Plan.

16.24 A teacher who accepts a student teacher(s) will still have his/her student growth measures reflect all students for whom s/he is the teacher of record. Any teacher may volunteer to accept a student teacher during the school year. No teacher shall be assigned a student teacher.

16.25 Electronic Teacher and Principal Evaluation System (eTPES) or Ohio Evaluation System (Ohio ES). Rebuttal for eTPES or Ohio ES data shall be kept in the teacher's/counselor's personnel file and not placed into eTPES or OhioES.
Prior to final submission of the data to eTPES/OhioES, the administration shall provide the teacher the data within five (5) days of the final submission date.

16.26 District Evaluation Committee
There shall be a District Evaluation Committee, which shall be comprised of a Union team appointed by the Union President(s) and Administrative team appointed by the Superintendent, the union team having up to five (5) members and the administrative team having up to three (3) members. The District Evaluation Committee shall review its established ground rules annually. The District Evaluation Committee shall reach decision through consensus, shall receive training on the state-adopted evaluation framework(s), including High Quality Student Data training as permitted by Ohio law, on-sit or at a local ESC and may utilize subcommittees or experts as needed to gather or provide information. The District Evaluation Committee shall keep minutes summarizing its meetings. Members of the District Evaluation Committee shall be paid per hour at auxiliary compensation as outlined in the supplemental salary schedule. Meetings are not to exceed four hours per year unless approved by the Superintendent.
The District Evaluation Committee is responsible for:

1. Reviewing and making recommendations on the OTES/OSCES and non OTES evaluation procedure and instruments.
2. Review, discuss, and make a recommendation for conducting virtual observation(s) and walkthrough(s) utilizing the OTES/NonOTES/School Counselor rubric(s).
3. Assists in determining, selecting, and approving High Quality Student Data Tools.
4. Provide a recommendation whether to implement the vendor assessment as HQSD.
5. Making recommendations as set forth throughout Article 12 titled Evaluation.
6. Shall annually review the evaluation process and instruments for the Non OTES evaluation system and make a recommendation(s) during the term of this contract.

Any recommendations made by the District Evaluation Committee shall be sent to the Union Executive committee and the Superintendent/Board. Any District Evaluation Committee recommendations, or mutually agreed upon modifications thereto, that would modify any

provision of Article 12 Evaluation may be implemented provided the Union Executive Committee and Superintendent/Board agree.

16.27 Evaluation of non-OTES certified staff. The evaluation of bargaining unit members, who spend fifty (50%) or less of his/her time providing content related student instruction, shall be in accordance with this procedure, 16.23. The goal of the policy and the formal evaluation procedure is improvement of instruction and/or support/related services.

16.28 District Administrators shall be primarily responsible for evaluation of the performance of bargaining unit members.

16.29 All bargaining unit members shall be evaluated based on at least two (2) formal observations of at least thirty (30) minutes each and periodic walkthroughs each school year. No bargaining unit members shall be evaluated more than once (1) annually. The first observation will occur before the conclusion of the first semester.

16.30 Bargaining unit members who are on limited contract and who are under consideration for nonrenewal shall be evaluated based on at least three (3) formal observations and periodic walkthroughs during the last year of their contract. The parties agree that bargaining unit members who are in their probationary period, who will not be renewed, shall not be subject to this three (3) formal observation requirement.

16.31 All bargaining unit member evaluations are completed by May 1, with a written copy of the evaluation results provided to the teacher by May 10.

16.32 Evidence provided by the bargaining unit member and gathered by the evaluator during the pre-conference, formal observations, informal observations (including at school sponsored events), walkthroughs, post conference and other factors impacting the bargaining unit member's performance or professionalism will be used by the evaluator when compiling the summative evaluation.

16.33 The evaluator will give a copy of the completed observation form(s) to the bargaining unit member at least one (1) day in advance of the post observation conference. Changes to the observation form information may be made as a result of additional information gathered in the post observation conference. A bargaining unit member may include a written response within ten (10) workdays of receipt of an observation (formal or informal), a walkthrough, or a summative rating.

16.34 The formal observation shall consist of an optional pre-conference (waivable if mutually agreed upon by the member and administrator), an observation, and a post conference. The optional pre-conference will normally occur within five (5) workdays of the observation. The post-conference will normally occur within ten (10) workdays following the observation, unless the bargaining unit member or administrator is absent during that time frame. A summative evaluation will normally be completed within ten (10) working days of the last observation post-conference. All observations and other documented items will be consolidated into the summative evaluation. A copy of the summative evaluation will be given to the bargaining unit member. Time limits may be extended by mutual agreement.

16.35 The bargaining unit member shall have the right to request a follow-up conference following the summative evaluation conference.

16.36 When an effective rating is identified, as overall holistic performance or within an individual category of the rubric, the evaluator will assist the bargaining unit member to set up written goals and objectives for the improvement plan in the problem area(s). The goals and objectives will denote what type of assistance will be provided by the administration. The bargaining unit member is responsible for implementing reasonable suggestions for improvement. The bargaining unit member's signature on the goals and objectives will not constitute agreement with the goals and objectives, but only that the bargaining unit member has seen them.

16.37 Final observation documents and final summative evaluation documents will be placed in the bargaining unit member's personal file.

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 grieveable 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.

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.

1.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 units 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.

G. Sick Leave Donation Program:

1. A committee comprised of the President of the Association or designee, the association vice-president, and members of the association's executive committee, shall administer sick leave donations. This committee shall consist

of a minimum of five (5) members representing each of the buildings within the district. The Committee shall develop the approved form and shall approve applications at its discretion using the guidelines developed by the committee. A majority vote of the committee is required for the approval of the application.

2. Bargaining unit members who have been employed at least three (3) months and have exhausted all of their paid leave accumulation, may request additional sick leave days be transferred to his/her leave account for a catastrophic or debilitating illness or injury, to themselves, their spouse, or children or parents.
3. A request form will be required to be submitted to the Union President or his/her designee and shall contain, at minimum, the following information:
    a. Name of employee requesting leave
    b. Number of years employed by the school district
    c. Classification and building assignment
    d. Number of days needed based on supporting medical documentation
    e. Reason for need
    f. Requests must be made as soon as the need is expected, but at minimum five (5) days prior to the beginning of the pay period when the days are needed by the employee.
4. The members shall be required to provide documentation to the Committee from the attending physician including, but not limited to, the estimated duration of the catastrophic illness, schedule of treatment and follow-up appointments and the need for the member to provide daily caregiving services.
5. Approved bargaining unit members shall be granted up to a maximum of twenty (20) donated days upon submission of proper documentation. Donated sick leave must be used by the employee in full day increments. The member shall not be required to pay back the donated days. Members are only eligible for one (1) sick leave donation within a two-year fiscal period.
6. Once the request is made by the employee, the Union President or designee will issue a request for donations to the membership. The member requesting the donation shall not be identified.
7. Each member may donate no more than three (3) days per application. Members must have at least thirty (30) days of accrued but unused in order to be eligible to donate. Donation forms must be signed and dated by donor. Original forms must be sent to the District Treasurer's Office to be processed with the application payroll. The payroll Manager will deduct the number of donated dates from the donor and transfer those days to the affected member.
8. It is the member's responsibility to be aware of the pay periods and when they have exhausted their leave. Should the request for donation not be made in a timely manner to allow for the process to be completed within the applicable pay period, the Treasurer's Office has the authority not to issue pay (dock) for those days absent when no leave is available to the member.
9. The recipient of the donated sick leave days will continue to earn sick leave days. Donated days will not be used in the calculation of any applicable severance.
10. Absences due to medical treatment of alcohol and/or substance abuse shall be considered an applicable reason to apply for sick leave donation.
11. The decision of the Sick Leave Donation Committee is final and not subject to grievance procedure. The Union will defend and hold the Board harmless

against claims by a bargaining unit member against the Board relating to the administration of the sick leave donation program.

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.

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 two (2) days of bereavement leave and up to two (2) days of sick leave in the case of death of a niece, nephew, 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.

1. In the event a Bargaining Unit Member does not use any sick leave during the first semester, he/she shall receive a $500 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 $500 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.

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

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:

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 .300 = 79.500 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 an unreduced retirement benefit (as determined by STRS) and who has been employed by the district for at least ten (10) years, shall receive all accumulated, but unpaid sick leave, up to one hundred fifty (150) days.

B. 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 payout 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 2025-2026, 2026-2027 and 2027-2028 are described in this section. Bargaining unit employees shall receive a 5% base increase in the 2025-2026 school year. Salary will be reopened for negotiations for the 26-27 school year. Salary will be reopened for negotiations for the 27-28 school year.

INDEX for 2025e2026, 2026e2027 and 2027e2028

TEACHING EXP.	BA	150 Hr.	BA+20	MA	MA+15	MA+30
0	1.000	1.040	1.080	1.100	1.140	1.180
1	1.040	1.085	1.127	1.150	1.195	1.235
2	1.080	1.130	1.174	1.200	1.250	1.290
3	1.120	1.175	1.221	1.250	1.305	1.345
4	1.160	1.220	1.268	1.300	1.360	1.400
5	1.200	1.265	1.315	1.350	1.415	1.455
6	1.240	1.310	1.362	1.400	1.470	1.510
7	1.280	1.355	1.409	1.450	1.525	1.565
8	1.320	1.400	1.456	1.500	1.580	1.620
9	1.360	1.445	1.503	1.550	1.635	1.675
10	1.400	1.490	1.550	1.600	1.690	1.730
11	1.440	1.535	1.597	1.650	1.745	1.785
12	1.480	1.580	1.644	1.700	1.800	1.840
13	1.520	1.625	1.691	1.750	1.895	1.895
15	1.560	1.670	1.738	1.800	1.910	1.950
20	1.600	1.715	1.785	1.850	1.965	2.005
23	1.640	1.760	1.832	1.900	2.020	2.060
27	1.680	1.805	1.879	1.950	2.075	2.115
31	1.720	1.850	1.926	2.000	2.130	2.170

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.

MA+30 A teacher who has earned thirty graduate hours not included in their Master's Degree

FY '25 FRONTIER LOCAL SCHOOL DISTRICT -- CERTIFICATED SALARY SCHEDULE

2025-2026

Step	BA	150	BA20	MA	MA15	MA30
0	$37,852	$39,366	$40,880	$41,637	$43,151	$44,665
1	$39,366	$41,069	$42,659	$43,529	$45,233	$46,747
2	$40,880	$42,772	$44,438	$45,422	$47,315	$48,829
3	$42,394	$44,476	$46,217	$47,315	$49,396	$50,910
4	$43,908	$46,179	$47,996	$49,207	$51,478	$52,992
5	$45,422	$47,882	$49,775	$51,100	$53,560	$55,074
6	$46,936	$49,586	$51,554	$52,992	$55,642	$57,156
7	$48,450	$51,289	$53,333	$54,885	$57,724	$59,238
8	$49,964	$52,992	$55,112	$56,778	$59,806	$61,320
9	$51,478	$54,696	$56,891	$58,670	$61,888	$63,402
10	$52,992	$56,399	$58,670	$60,563	$63,969	$65,483
11	$54,506	$58,102	$60,449	$62,455	$66,051	$67,565
12	$56,020	$59,806	$62,228	$64,348	$68,133	$69,647
13	$57,535	$61,509	$64,007	$66,241	$70,215	$71,729
15	$59,049	$63,212	$65,786	$68,133	$72,297	$73,811
20	$60,563	$64,916	$67,565	$70,026	$74,379	$75,893
23	$62,077	$66,619	$69,344	$71,918	$76,461	$77,975
27	$63,591	$68,322	$71,123	$73,811	$78,542	$80,056
31	$65,105	$70,026	$72,902	$75,704	$80,624	$82,138

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 all prior teaching experience. Military service to maximum of 5 years, shall also be credited to the maximum of 5 years. All employees employed by the Board prior to July 1, 2025 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
$25,000Accidental 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

COVERED EXPENSE	INDIVIDUAL DEDUCTIBLE (Per Calendar Year)	FAMILY DEDUCTIBLE (Per Calendar Year)	COINSURANCE AMOUNT
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	Class II Basic Restorative	Class III Major Restorative	Class IV Orthodontia
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	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	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	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 $3,000.

B. An employee eligible for family insurance coverage may elect to take single insurance coverage and shall receive an annual payment of $1,500.

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 rates:

Category 1A	Year 1-3	Year 4-6	Year 6-10	Year 11+
Dean of Students	$2,800.00	$3,300.00	$3,800.00	$4,300.00
Head Teacher (2)	$2,800.00	$3,300.00	$3,800.00	$4,300.00
Add. Pay of $20/day when administrators absences exceed 20 days in 1 school year.				

Category 1B	Year 1-3	Year 4-6	Year 6-10	Year 11+
HS Yearbook Advisor	$2,400.00	$2,700.00	$3,000.00	$3,300.00

Category 2	Year 1-3	Year 4-6	Year 6-10	Year 11+
Resident Educator Mentor	$2,000.00	$2,400.00	$2,800.00	$3,200.00
Data Manager	$2,000.00	$2,400.00	$2,800.00	$3,200.00
HS Class Play Advisor (per play)	$2,000.00	$2,400.00	$2,800.00	$3,200.00

Category 3	Year 1-3	Year 4-6	Year 6-10	Year 11+
8th Grade Advisor (1 per grade)	$1,200.00	$1,500.00	$1,800.00	$2,000.00
11th, 12th Class Advisor (2-11th Grade ; 1- 12th Grade)	$1,200.00	$1,500.00	$1,800.00	$2,000.00
HS Student Council (2)	$1,200.00	$1,500.00	$1,800.00	$2,000.00
Technology Coordinator (3)	$1,200.00	$1,500.00	$1,800.00	$2,000.00

Category 4	Year 1-3	Year 4-6	Year 6-10	Year 11+
JH Student Council	$750.00	$1,000.00	$1,250.00	$1,500.00
JH Vo-Ag	$750.00	$1,000.00	$1,250.00	$1,500.00
Honor Society	$750.00	$1,000.00	$1,250.00	$1,500.00
BPA	$750.00	$1,000.00	$1,250.00	$1,500.00
FFA	$750.00	$1,000.00	$1,250.00	$1,500.00
Key Club Advisor	$750.00	$1,000.00	$1,250.00	$1,500.00

Category 5	Year 1-3	Year 4-6	Year 6-10	Year 11+
HS Spanish Club	$400.00	$600.00	$800.00	$1,000.00
Family Night Coordinator (2)	$400.00	$600.00	$800.00	$1,000.00
Spelling Bee (3)	$400.00	$600.00	$800.00	$1,000.00
Resident Educator Mentor	$400.00	$600.00	$800.00	$1,000.00

(Transfer Teachers or non-RESA Teachers from Outside the District)				
Resident Educator Mentor Coordinator (plus $150.00 per assigned Resident Educator Mentoring Pair)	$400.00	$600.00	$800.00	$1,000.00
Spanish Honor Society	$400.00	$600.00	$800.00	$1,000.00
Science Olympiad	$400.00	$600.00	$800.00	$1,000.00
9th, 10th Grade Class Advisor (1 per Grade)	$400.00	$600.00	$800.00	$1,000.00

Athletic Supplements

Category 1-A	**Year 1-3**	**Year 4-6**	**Year 6-10**	**Year 11+**
Athletic Director	$8,500.00	$9,000.00	$9,500.00	$10,000.00

Category 1	**Year 1-3**	**Year 4-6**	**Year 6-10**	**Year 11+**
HS Head Football	$4,500.00	$5,000.00	$5,500.00	$6,000.00
HS Head Basketball- Boys	$4,500.00	$5,000.00	$5,500.00	$6,000.00
HS Head Basketball- Girls	$4,500.00	$5,000.00	$5,500.00	$6,000.00
HS Head Volleyball	$4,500.00	$5,000.00	$5,500.00	$6,000.00

Category 2	**Year 1-3**	**Year 4-6**	**Year 6-10**	**Year 11+**
HS Head Baseball	$3,200.00	$3,700.00	$4,200.00	$4,700.00
HS Head Softball	$3,200.00	$3,700.00	$4,200.00	$4,700.00
HS Head Track	$3,200.00	$3,700.00	$4,200.00	$4,700.00
HS Head Golf	$3,200.00	$3,700.00	$4,200.00	$4,700.00

Category 3	**Year 1-3**	**Year 4-6**	**Year 6-10**	**Year 11+**
HS Head Cheerleading	$2,800.00	$3,300.00	$3,800.00	$4,300.00
HS Asst. Football (2)	$2,800.00	$3,300.00	$3,800.00	$4,300.00
HS Asst. Basketball- Boys	$2,800.00	$3,300.00	$3,800.00	$4,300.00
HS Asst. Basketball- Girls	$2,800.00	$3,300.00	$3,800.00	$4,300.00

Category 4	**Year 1-3**	**Year 4-6**	**Year 6-10**	**Year 11+**
JH Head Football	$2,000.00	$2,400.00	$2,800.00	$3,200.00
JH Head Basketball- Boys	$2,000.00	$2,400.00	$2,800.00	$3,200.00
JH Head Basketball- Girls	$2,000.00	$2,400.00	$2,800.00	$3,200.00
JH Head Track	$2,000.00	$2,400.00	$2,800.00	$3,200.00
JH Head Softball	$2,000.00	$2,400.00	$2,800.00	$3,200.00
JH Head Volleyball	$2,000.00	$2,400.00	$2,800.00	$3,200.00
JH Head Cheerleading	$2,000.00	$2,400.00	$2,800.00	$3,200.00
JH Asst. Football	$2,000.00	$2,400.00	$2,800.00	$3,200.00
HS Asst. Track)If Nec.)	$2,000.00	$2,400.00	$2,800.00	$3,200.00

Category 5	**Year 1-3**	**Year 4-6**	**Year 6-10**	**Year 11+**
JH Asst. Basketball- Boys	$1,000.00	$1,300.00	$1,600.00	$1,900.00
JH Asst. Basketball- Girls	$1,000.00	$1,300.00	$1,600.00	$1,900.00
JH Asst. Volleyball	$1,000.00	$1,300.00	$1,600.00	$1,900.00
JH Asst. Softball	$1,000.00	$1,300.00	$1,600.00	$1,900.00

Saturday School	$80/Saturday
Academic Related Extra-Curricular Activities (Home Tutor, Curriculum Committee, Tutoring, etc.)	$30/Hour

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 and Year Two 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 four hundred dollars ($400) 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 $10,000 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 $25,000.

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

39.01 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.

39.02 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.

39.03 The terms of this contract shall be from July 1, 2025 to June 30, 2028.

39.04 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.

39.05 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.

39.06 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.

39.07 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.

39.08 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 15th day of, July, 2025

FRONTIER LOCAL
BOARD OF EDUCATION

Adam Snyder
President

Patty Shreve
Treasurer

FRONTIER LOCAL
EDUCATION ASSOCIATION

President/Negotiations Committee
Chairperson

MEMORANDUM OF UNDERSTANDING

Between
The Frontier Local Education Association
and the
Frontier Local Board of Education

INSURANCE COMMITTEE

A. Upon agreement with OAPSE, the Board and Frontier Local Education Association (FLEA) shall establish a Health Care Committee. The parties agree to meet and mutually establish joint representation on the committee.

B. Upon selection of the committee members, the insurance committee members will participate in a joint OEA/OAPSE sponsored training. Training shall not occur during the normal school day.

C. The purpose of the Health Care Committee shall be to improve the quality of health care and lower the cost of health insurance for all enrollees of the health insurance plan. The duties of the committee shall be to review and analyze all pertinent healthcare and health insurance information germane to the stated purpose of the committee and to recommend changes regarding health insurance and healthcare systems. The committee's area of review and counsel may include, but are not limited to the following:

- Review of current plan provisions and proposals for any modification in the benefit plans;
- Recommendation for any health insurance education programs for current and potential enrollees; and
- Review of any additional cost containment measures that may alter the delivery of health care services, while maintaining quality.

D. If consensus as to plan modifications or changes occurs, the new proposal(s) shall be submitted to both sides for ratification.

E. The Board shall provide the committee with information on bargaining unit and district claims and experience, financial reports and other information requested by the committee unless confidential by law. The Board will pay all reasonable costs incurred that pertain to materials and training in fulfilling the purpose of the committee.

Beginning with the 2008-2009 school year, the Committee shall meet on a quarterly basis at a minimum, and develop recommendations for maintaining and improving benefits and reducing the cost of health insurance coverage. The Committee shall issue recommendations by June 1, 2009.

For the Frontier Local Education Association:	**For the Frontier Local Board of Education:**
FLEA President **Date**	**Superintendent** **Date**

APPENDIX SECTION
A – F

BY AND BETWEEN

THE FRONTIER LOCAL SCHOOL DISTRICT

AND

THE FRONTIER LOCAL EDUCATION ASSOCIATION

JULY 1, 2025 TO JUNE 30, 2028

APPENDIX A

GRIEVANCE REPORT FORM
FRONTIER LOCAL EDUCATION ASSOCIATION

Grievance No._____ ***To be filed in triplicate***

_____ _____
Name of Aggrieved Date Filed

_____ _____
Assignment Building

STEP I

(Submitted to Principal - _____)

A. Time and Date Grievance Occurred_____

B. 1. Statement of Grievance: _____

2. Articles and Sections Violated: _____

3. Relief Sought: _____

_____ _____
Signature Date

C. Date Grievance Discussed: _____

D. Disposition by Principal:_____

_____ _____
Signature of Principal Date

NAME: _____

GRIEVANCE NO. _____

STEP II

(Submitted to Superintendent:e_____)

A. Position of Aggrieved or Association:_____

_____

_____

_____

_____

_____ _____

Signature of Aggrieved Date

B. Disposition by Superintendent: _____

_____

_____

_____

_____

_____

_____ _____

Signature of Superintendent Date

STEP III

(Submitted to Board:e_____)

A. Position of Aggrieved or Association:_____

_____

_____

_____

_____

B. Disposition of Board:_____

_____

_____

_____

_____

_____ _____

Signature of Board President Date

NAME: _____

GRIEVANCE NO. _____

STEPdV

(Submitted to Arbitration: _____)

A. Position of Aggrieved or Association:_____

_____

_____

_____

_____

_____ _____

Signature of Aggrieved Date

B. Disposition of Arbitrator:_____

_____

_____

_____

_____ _____

Signature of Arbitrator Date

Self-Assessment Summary Tool

Name _____

Date _____

Directions: Teachers should record evidence to indicate strengths and areas for growth for each standard. Then, look across all of the standards holistically and identify two priorities for the upcoming year. Note these two priorities with check marks in the far-right column. The bulleted information indicates areas of focus within each standard. You do not have to write about each one.

Standard		Strengths	Areas for Growth	Priorities(Check 2)
Standard 1: Students	• Knowledge of how students learn and of student development • Understanding of what students know and are able to do • High expectations for all students • Respect for all students • Identification, instruction and intervention for special populations			
Standard 2: Content	• Knowledge of content • Use of content- specific instructional strategies to teach concepts and skills • Knowledge of school and district curriculum priorities and Ohio academic content standards • Relationship of knowledge within the discipline to other content areas • Connection of content to life experiences and career opportunities			
Standard 3: Assessment	• Knowledge of assessment types • Use of varied diagnostic, formative and summative assessments • Analysis of data to monitor student progress and to plan, differentiate, and modify instruction • Communication of results • Inclusion of student self-assessment and goal-setting			
Standard 4: Instruction	• Alignment to school and district priorities and Ohio academic content standards • Use of student information to plan and deliver instruction • Communication of clear learning goals • Application of knowledge of how students learn to instructional design and delivery • Differentiation of instruction to support learning needs of all students • Use of activities to promote independence and problem-solving • Use of varied resources to support learner needs			

Standard		Strengths	Areas for Growth	Priorities(Check 2)
Standard 5: Learning Environment	• Fair and equitable treatment of all students • Creation of a safe learning environment • Use of strategies to motivate students to work productively and assume responsibility for learning • Creation of learning situations for independent and collaborative work • Maintenance an environment that is conducive to learning for all students			
Standard 6: Collaboration & Communication	• Clear and effective communication • Shared responsibility with parents/caregivers to support student learning • Collaboration with other teachers, administrators, school and district staff • Collaboration with local community agencies			
Standard 7: Professional Responsibility and Growth	• Understanding of and adherence to professional ethics, policies and legal codes • Engagement in continuous, purposeful professional development • Desire to serve as an agent of change, seeking positive impact on teaching quality and student achievement			

Professional Growth Plan

As a result of the evaluation process, teachers and evaluators should focus on accelerating and continuing teacher growth through professional development. Professional development should be individualized to the needs of the teacher, and specifically relate to his/her areas of refinement as identified in the teachers' evaluation. The evaluator should recommend professional development opportunities, and support the teacher by providing resources (e.g., time, financial).

Teacher: _____ Evaluator:_____

☐ **Self-Directed**

☐ **Collaborative**

Annual Focus These are addressed by the evaluator as appropriate for this teacher.	**Date** Record dates when discussed	**Areas for Professional Growth** **supports needed, resources, professional development** Comments during conference with teacher and evaluator are made appropriate to the needs of the teacher.
Goal 1*: Student Achievement/Outcomes for Students* *Goal Statement:* *Evidence Indicators:* 1.		
Goal 2 *: Teacher Performance on the Ohio Standards for the Teaching Profession* *Goal Statement:* *Evidence Indicators:* 1.		

Evaluator Signature: **Date:**

Teacher Signature : **Date:**

The signatures above verify that the teacher and evaluator have discussed and agreed upon this Professional Growth Plan.

Improvement Plan – Appendix B(3)

Teacher Name: _____ Grade Level/Subject: _____
School Year: _____ Building: _____ Date of Improvement Plan Conference: _____

Written improvement plans are to be developed in the circumstances when an educator makes below expected academic growth with his/her students AND/OR receives an overall ineffective rating or an ineffective rating on any of the components of the OTES system. The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If corrective actions are not made within the time as specified in the improvement plan, a recommendation may be made for dismissal or to continue on the plan.

Section 1: Improvement Statement

List specific areas for improvement as related to the *Ohio Standards for the Teaching profession*. Attach documentation.		
Performance Standards Addressed in this plan	Date(s) Improvement Area or concern observed	Specific statement of the concern: Areas of improvement

Section 2: Desired Level of Performance

List specific measurable goals to improve performance. Indicate what will be measured for each goal.		
Beginning Date:	Ending Date:	Level of Performance: Specifically describe successful improvement target(s)

Section 3: Specific Plan of Action

Describe in detail specific plans of action that must be taken by the teacher to improve his/her performance. Indicate the sources of evidence that will be used to document the completion of the improvement plan.	
Actions to be taken:	Sources of evidence that will be examined:

Section 4: Assistance and Professional Development

Describe in detail specific supports that will be provided as well as opportunities for professional development:

Date for this Improvement Plan to be evaluated: _____

Teacher's Signature: _____ Date: _____

Evaluator's Signature:_____ Date: _____

* The evaluator's signature on this form verifies that the proper procedures as detailed in the local contract have been followed.

FRONTIER LOCAL SCHOOL DISTRICT – Appendix B(4)
INFORMAL CLASSROOM TEACHER OBSERVATION

Teacher:	Grade(s) Subject Area(s):	Date:
Evaluator:	Time Walkthrough Begins:	Time Walkthrough Ends:

Directions: This form serves as a record of an informal walkthrough by the teacher's evaluator. The evaluator will likely not observe all teaching elements listed below in any one informal observation. This record, with additional informal observations, will be used to inform the summative evaluation of a teacher.

EVALUATOR OBSERVATION	
☐ Instruction is developmentally appropriate.	☐ Lesson content is linked to previous and future learning.
☐ Learning outcomes and goals are clearly communicated to students.	☐ Classroom learning environment is safe and conducive to learning.
☐ Varied instructional tools and strategies reflect student needs learning objectives.	☐ Teacher provides students with timely and responsive feedback.
☐ Content presented is accurate and grade appropriate.	☐ Instructional time is used effectively.
☐ Teacher connects lesson to real-life applications.	☐ Routines support learning goals and activities.
☐ Instruction and lesson activities are accessible and challenging for students.	☐ Multiple methods of assessment of student learning are Utilized to guide instruction.
☐ Other:	☐ Other:

EVALUATOR SUMMARY COMMENTS:

RECOMMENDATIONS FOR FOCUS INFORMAL OBSERVATIONS:

EVALUATOR SIGNATURE:

☐ Photocopy to Teacher

PRE-OBSERVATION PLANNING AND LESSON REFLECTION RESOUCE QUESTIONS – Appendix B(5)

Directions to teachers:

PRIOR TO THE LESSON AND USING THE APPLICABLE FOCUS QUESTIONS BELOW, describe the planning processes used in **PLAN, TEACH, ASSESS areas.** You may also choose to attach lesson or unit plans. Provide your evaluator with a copy of this form to be used for discussion during the pre-observation conference and for reference during the classroom observation. The questions provided are intended to guide thinking and conversation; every question may not be answered or relevant for every observation.

PLAN
FOCUS (Standard 4: Instruction)
> What is the focus for the lesson (standards, skills, content)?
>Why is this learning important?
ASSESSMENT DATA (Standard 3: Assessment)
>What assessment data was examined to inform this lesson planning?
PRIOR CONTENT KNOWLEDGE/SEQUENCE/CONNECTION
(Standard 1: Students/ Standard 2: Content/ Standard 4; Instruction)
>What prior knowledge do students need?
>What are the connections to previous and future learning?
>How does this lesson connect to other areas (students' real-life experiences and/or possible careers, other disciplines)?
KNOWLEDGE OF STUDENTS (Standard 1: Students)
>What should the evaluator know about the student population (see Data Measures Inventory for the Classroom) and how the lesson meets student needs?

TEACH-----_LESSON DELIVERY (Standard 2: Content/ Standard 4: Instructions) >How will the goals for learning be communicated to the students?
>What instructional strategies and methods will be used to engage students and promote independent learning, problem solving, and student scores?
DIFFERENTIATION (Standard 1: Students/Standard 4: Instruction) >How will the lesson engage and challenge students of all levels?
RESOURCES (Standard 2: Content/Standard 4: Instruction) >What resources/materials/technology will be used in instruction?
CLASSROOM ENVIRONMENT (Standard1: Students/Standard5: Learning Environment >How will the environment support all students and student needs?
>How will safety in the classroom be ensured?
>How will respect for all be modeled and taught?
ASSESS-----ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment) >How will you check for understanding during the lesson?
>How will you use assessment data to inform your next steps?

PROFESSIONAL RESPONSIBILITIES: COLLABORATION AND COMMUNICATION (Standard 6: Assessment)
>How do you cooperate with colleagues?
>How do you work with others when there is a problem?
>What is your communication style with students/families/colleagues?
>In what ways do you seek the perspectives of others? Give an example.
PROFESSIONAL RESPONSIBILITIES AND GROWTH (Standard 7)
>How do you apply knowledge gained from other experiences into your teaching?
>Discuss ways you reflect and analyze your teaching.
>What are some productive ways you further your own professional growth?

Observation Narrative Form - OPTIONAL

Teacher _____ **Observation (circle one)** ☐1 ☐2

School _____ **Date and Time of Pre-conference** _____

Subject _____ **Date and Time of Observation** _____

Grade _____ **Date and Time of Post-Conference** _____

Evaluator _____

DIRECTIONS: During the classroom observation, the evaluator records evidence.

	Criteria for Observation	Evaluator Observations for Scripting During the Observation
TEACH	**LESSON DELIVERY (Standard 2: Content / Standard 4: Instruction)** • Use of activities to promote independence and problem-solving • Use of content- specific instructional strategies to teach concepts and skills • Application of knowledge of how students learn to instructional design and delivery • Demonstration of accurate understanding of content-specific knowledge and skills	
	DIFFERENTIATION (Standard 1: Students / Standard 4: Instruction) • Identification, instruction and intervention for special populations • Differentiation of instruction to support learning needs of all students	

	Criteria for Observation	Evaluator Observations for Scripting During the Observation
	RESOURCES **(Standard 2: Content / Standard 4: Instruction)** • Use of varied resources to support learner needs • Use of technology as appropriate to support learning and engagement	
	CLASSROOM ENVIRONMENT **(Standard 1: Students / Standard 5: Environment)** • Use of strategies to motivate students to work productively • Creation of learning situations for independent and collaborative work • Maintenance of an environment that is safe, respectful and conducive to learning for all students	
ASSESS	**ASSESSMENT OF STUDENT LEARNING** **(Standard 3: Assessment)** • Use of varied diagnostic, formative and summative assessments • Analysis of data to monitor progress and plan, differentiate, and modify instruction • Student involvement in self-assessment • Communication of results	

Appendix B(8)	COLLABORATION & COMMUNICATION			
DATE	**MINUTES**	**TEACHERS**	**DISCUSSION**	**SIGNATURES of COLLABORATING TEACHERS**

Final Summative Rating of Teacher Effectiveness

Proficiency on Standards 50%	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED
Cumulative Performance Rating (Holistic Rating using Performance Rubric)				
Areas of reinforcement/ refinement:				

Student Growth Data 50%	BELOW EXPECTED GROWTH	EXPECTED GROWTH	ABOVE EXPECTED GROWTH
Student Growth Measure of Effectiveness			
Areas of reinforcement/ refinement:			

Final Summative (Overall) Rating	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED

☐ Check here if Improvement Plan has been recommended.

Teacher Signature _____ **Date** _____
Evaluator Signature _____ **Date** _____

The signatures above indicate that the teacher and evaluator have discussed the Summative Rating.
Note: The teacher may provide additional information to the evaluator within 10 working days of the receipt of this form, and may request a second conference with the evaluator. Any additional information will become part of the summative record. Challenges may be made according to the local contract agreement.

APPENDIX C
FRONTIER LOCAL SCHOOL DISTRICT
CUSTODIAL ASSISTANCE

Service needed in my room – please circle, if appropriate.

Sweeping	Door
Lights	Pupil desk or chair
Windows	Wastebaskets
Dusting	

Other and/or comments_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Date_____ Teacher _____

Approved Yes _____ No _____

APPENDIX D
MENTORING VERIFICATION FORM

This verifies that the teacher mentor below has fulfilled the mentoring duties necessary for the new/transferred teacher to whom he/she was assigned in accordance with the negotiated agreement.

Signatures:

Mentor Teacher	Date
New/Transferred Teacher	Date
Building Principal	Date

APPENDIX E
MEMORANDUM OF UNDERSTANDING

The Frontier Local Education Association (FLEA) and the Frontier Board of Education (FBOE) agree that student discipline is of mutual concern to the parties. Therefore, the parties hereby agree to mutually seek methods, programs, policies, and alternatives to improve student discipline in the Frontier Local School District. The Frontier Board/Administration hereby agree to seek teacher involvement in all aspects of student discipline. The FLEA president shall seek teachers to participate in the various committees/groups concerned with student discipline that are formed following ratification of the contract.

APPENDIX G

MEMORANDUM OF UNDERSTANDING

Between

The Frontier Local Education Association

And

The Frontier Local School District

TIMESHEET COMPENSATION

This Memorandum of Understanding is entered and effective as of this 19th day of February, 2014, by and between the Frontier Local Education Association (Association) and the Frontier Local School District (Board).

Whereas, the Association and Board recognize that two items of the new contract language drafted and ratified in the 2013-2014 did not reflect the mutual intent of both parties; and

Whereas, past practice regarding time sheet submission is that prior approval is necessary;

Be it resolved, that the Association and Board hereby agree to the following amendments to the Negotiated Agreement currently in effect until June 30, 2014:

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, provided they obtain principal approval prior to the completion of such work. Should a request be denied at the building level, teachers may appeal to the Superintendent. The Superintendent shall have final approval of all time submitted.

Frontier Local Board of Education

2-19-14
Date

Frontier Local Education Association

Jeffrey Armann, President

2-19-14
Date

MEMORANDUM OF UNDERSTANDING

Between

The Frontier Local Education Association

And

The Frontier Local School District

Effective July 1, 2025, all Frontier Local School District employees holding supplemental contracts shall be placed on the negotiated supplemental salary schedule with full recognition of all prior consecutive years of experience in that specific supplemental position. Each additional year thereafter, Frontier staff members will continue to accrue experience credit in that supplemental position in accordance with the schedule. Supplemental positions that are not needed yearly, (I.E. Resident educator mentor) shall have all prior experience counted.

Effective July 1, 2025, all individuals not employed by the Frontier Local School District who hold supplemental contracts shall be placed at Year 1 of the supplemental salary schedule. Non-Frontier staff members shall not accrue years of experience credit in any supplemental position, regardless of length of service.

Frontier Local Board of Education

Ryan Caldwell, Superintendent

9/22/25

Date

Frontier Local Education Association

Dallas Tuchalski, President

9/22/25

Date

MEMORANDUM OF UNDERSTANDING

Between

The Frontier Local Education Association

And

The Frontier Local School District

The board will create one part-time band teacher position effective for the 2025-2026 school year. The position will be scheduled for five and a half (5.5) hours per day, from 9:30am to 3:00 pm on student instructional days. Salary will be based on the employee's current placement on the negotiated salary schedule, prorated to reflect the part-time hours. This position will not be eligible for insurance benefits. The employee shall accrue 75% of personal leave and sick leave. This employee will still be eligible for the extended days stipend. This position and all language related to part time employment under this MOU shall expire at the conclusion of the 2025-2026 school year.

Frontier Local Board of Education

Ryan Caldwell, Superintendent

9/22/25

Date

Frontier Local Education Association

Dallas Tucholski, President

9/22/25

Date