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AGREEMENT

BY AND BETWEEN

*THE FRONTIER LOCAL SCHOOL
DISTRICT*

AND

*THE FRONTIER LOCAL EDUCATION
ASSOCIATION*

JULY 1, 2010 to JUNE 30, 2013

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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, school nurses, 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 supercedes the dispute resolution procedure contained in 4117 Ohio Revised Code. Nothing herein shall be construed as a waiver of the Union's rights provided in 4117.14(D)(2) of the Ohio Revised Code.

**ARTICLE 3
UNION SECURITY AND DUES CHECK-OFF**

- 3.01** The Board and the Union agree that membership in the Union is available to all bargaining unit employees.
- 3.02** A. The Board agrees to deduct dues, fees, and assessments from the pay of bargaining unit members upon receiving written authorization signed individually and voluntarily by the employee. Payroll deductions shall include but not be limited to the following:
1. Unified Dues: National Education Association, Ohio Education Association, Southeastern Ohio Education Association, and departments of OEA as found on the yearly enrollment form selected by the individual shall constitute one (1) deduction.
 2. Insurance
 3. Savings Bonds
 4. Annuities
 5. Credit Union
 6. OEA Fund for Children and Public Education
 7. Income Taxes: Federal, state (Ohio or West Virginia), and city taxes.
 8. Payback pursuant to STRS rules and regulations.
 9. Direct Payroll Deposit (if 55 employees, or less as determined by the treasurer, elect to participate)
- B. The signed payroll deduction form must be presented to the Board's designated payroll officer who will deduct Union dues from the payroll check for the pay period following the pay period in which the authorization was received and dues are deducted by the Board. A check, equal to the amount of the deductions, shall be remitted to the Union within thirty (30) days of this date such deductions are made.
- 3.03** Dues authorizations under Section 3.02 A. shall be irrevocable for the term of this agreement, except that an employee shall have the right to revoke such authorization by giving written notice to the payroll officer during the first thirty (30) days of the ninety (90) day period preceding the termination of this agreement.

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

- G. Upon timely demand, nonmembers may appeal to the Union the payment of the fair share fee pursuant to the internal procedure adopted by the Union, or such nonmembers may submit such appeals as provided by law.
- H. The amount to be deducted from the pay of all Union members shall be the total dues as paid by members of the Union, and such deductions shall continue through the remaining number of payroll periods over which Union membership dues are deducted.
- I. Indemnification of the Board:
1. The Union (on behalf of itself, OEA, and NEA) agrees to indemnify the Board for any cost or liability, including punitive damages, incurred by the implementation and enforcement of this provision provided that:
 - a. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a nonmember for which indemnification may be claimed.
 - b. The Union shall reserve the right to designate council to represent and defend the employer.
 - c. The Board agrees to:
 - 1) Give full and complete cooperation and assistance to the Union and its council at all levels of the proceedings.
 - 2) Permit the Union or its affiliates to intervene as a party if it so desires and/or,
 - 3) To not oppose the Union or its affiliate's application to file briefs amicus curiae.
 2. The Board acted in good compliance with the fair share fee provision of this agreement, however there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share provisions herein.

**ARTICLE 4
PLEDGE AGAINST DISCRIMINATION
TO COERCION**

- 4.01** The provisions of the agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, race, color, religion, handicap or national origin.
- 4.02** The Board agrees not to interfere with the rights of employees to become members of the Union, and there shall be no disparate treatment, interference, restraint or coercion by the Board or any Board representative against any employee because of Union membership or because of any legal employee activity in an official capacity on behalf of the Union.

- 4.03** The Union agrees not to interfere with the rights of employees to not become members of the Union, and there shall be no disparate treatment, restraint, or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

**ARTICLE 5
UNION REPRESENTATION**

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

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

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

ARTICLE 6 ACADEMIC FREEDOM

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

**ARTICLE 7
GRIEVANCE PROCEDURE**

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

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

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

- C. Step 2: If the grievance is not resolved in Step 1, it may then be appealed by the grievant to a hearing between the Superintendent and the grievant, with or without representation as requested by the grievant. The appeal in Step 2 must take place within five (5) workdays following the receipt of the written response in Step 1 or five (5) workdays of the date the response was due. The hearing shall be scheduled within five (5) days of the appeal. The Superintendent shall send a written response to the grievant within five (5) workdays following the hearing with the grievant.

- D. Step 3: If the grievance is not resolved to the grievant's satisfaction, it may be appealed by the grievant to the Board. The appeal in Step 3 must take place within five (5) workdays following the receipt of the written response in Step 2 or five (5) workdays following the submission of the grievance at this step. The Board shall meet with the grievant and his/her representative at the next regularly scheduled Board meeting. The Board, through the Superintendent, shall issue its written decision (signed by at least three (3) Board members) to the grievant within ten (10) workdays of the hearing. Either the grievant or the Board may elect to waive this step and proceed to Step 4 – Arbitration.

- E. Step 4 – Arbitration: If the grievance is not satisfactorily resolved at the previous step, it may be submitted to arbitration upon request of the Union in accordance with this section of this article.

1. The Union Executive Committee shall have the sole right to decide whether to arbitrate a grievance. The right of the Union to request arbitration over an unresolved grievance is limited to a period of ten (10) workdays from the receipt of the Board's written response to the grievant under Step 3 in the grievance procedure or ten (10) workdays from receipt of the Superintendent's written response at Step 2, if either of the parties has elected to waive Step 3. Any grievance not submitted within such period shall be deemed settled on the basis of the last answer given by the Board's representatives.

2. The arbitrator shall be selected in the following manner: the Association's consultant and the Board's attorney shall mutually agree to a panel of three (3) Arbitrators to be rotated in alphabetical order for the purpose of arbitration. If the respective representatives cannot reach agreement on the arbitrator(s), the American Arbitration Association shall be petitioned by the parties to provide a list of fifteen (15) arbitrators. The parties shall then choose the remaining arbitrator(s) pursuant to the voluntary rules of the American Arbitration

Association. If there is no mutually selected arbitrator, another list of fifteen (15) arbitrators shall be provided until the panel is filled.

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

**ARTICLE 8
LABOR-MANAGEMENT MEETINGS**

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

**ARTICLE 9
EMPLOYMENT OF TEACHERS**

- 9.01** Prior to submitting the actual contract to the bargaining unit member the contract must bear the signature of the president of the Board and the treasurer; when employment is offered a new teacher between Board meetings a letter of intent shall be offered the prospective bargaining unit member stating that his/her employment shall be recommended by the Superintendent at the next Board meeting. The contract signed by the president of the Board and the treasurer will be given to the new bargaining unit member within fifteen (15) calendar days after the Board meeting following the employment of the bargaining unit member.
- 9.02** To be employed, the teacher applicant must possess the proper certification/licensure from the Ohio Department of Education in the area(s) he/she will be teaching and must receive a satisfactory criminal records check in accordance with the requirements set forth in the O.R.C. For the time period allowed by law or until the criminal records check

is received, the Board may employ a teacher in any vacancy and it shall be considered tentatively filled by the teaching applicant.

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

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

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

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

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

ARTICLE 10 WORK SCHEDULES

10.01 The working day for all employees shall be seven and one quarter (7-1/4) 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 a thirty (30) minute

recess. This thirty (30) minute recess 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. The Union president and Superintendent and/or his/her designees shall meet annually but not later than March 30 each year to review the work schedule of bargaining unit members.

10.03 During January of each school year, the Superintendent and two (2) representatives of the Union shall meet to discuss proposed school calendars for the succeeding school year. The Superintendent shall then present to the Union president, no later than February 28, no more than two (2) proposed calendars. The length of each school year shall not exceed 178 days plus two (2) parent-teacher conferences, two (2) record days and one (1) inservice day. The calendar may also include four (4) early dismissal inservice days when students are released no later than 1:30 p.m. and teachers may have up to three and a half (3.5) hours of building or district professional development. 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, consisting of Good Friday through the following Monday and two adjoining days, shall neither be selected nor 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.

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 10 or more students at the rate of twenty dollars (\$20.00) per classroom period above and beyond his/her normal salary for all substitute duty to a maximum of one hundred dollars (\$100.00) per day. A bargaining unit member who is given the responsibility of one or more students during his/her conference period shall receive twenty dollars (\$20.00) for the conference period. The building administrator shall rotate any such assignment(s) on the basis of seniority within the affected building. 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. The Association President will be able to view the principals' sub rotation log for all subbing assignments upon request.
- 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.
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.

**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** All bargaining unit members recognize the responsibility of administrative personnel to make periodic evaluations of the performance of professional teachers. Evaluations of the bargaining unit members shall consist of reviews of their teaching performance and formal classroom observations. Classroom observations shall not be less than thirty (30) consecutive minutes in length.
- 16.02** First year bargaining unit members and those members up for contract renewal shall be evaluated no less than three (3) times during the school year, the first of which shall be conducted within the first twelve (12) weeks of the school year. All other bargaining unit members having limited and continuing contracts shall be evaluated no less than once per school year, but no more than four (4) times per year. No evaluation shall be conducted where the bargaining unit member has been evaluated within the immediately preceding thirty (30) calendar days after the conference described in Section 3 below unless mutually agreed between the bargaining unit member and the evaluator. Bargaining unit members may make written requests for additional evaluations to the building principal who shall, if feasible, schedule an evaluation.
- 16.03** Each written evaluation shall be followed, within ten (10) calendar days or at a date and time mutually agreed upon, with a private discussion of the evaluation between the bargaining unit member and the evaluator. A copy of the written evaluation shall be given to the bargaining unit member at the conclusion of the discussion, and such document shall be signed and dated by the evaluator and the bargaining unit member being evaluated. Where the evaluation describes deficiencies in the teacher's performance, or the performance is rated as unsatisfactory, the evaluator shall provide the bargaining unit member with written specific recommendations to correct the deficiencies which shall be attached to the evaluation at the time of the conference. The bargaining unit member shall be provided a reasonable amount of time to correct the deficiencies cited in each evaluation. The evaluation shall specifically note progress or lack of progress in deficient area(s) cited in previous evaluations. The bargaining unit member shall have the right to attach a rebuttal statement to the evaluation within fifteen (15) calendar days.
- 16.04** Formal evaluation instruments shall be available for inspection by any bargaining unit member upon request to the building principal.
- 16.05** Bargaining unit members who have transferred to a different grade level or subject area shall not be evaluated until after the fourth (4th) full week of instruction.
- 16.06** The evaluation process shall be completed by the last working Friday in March for those bargaining unit members whose contracts are up for renewal. The last classroom observation shall be completed for all other bargaining unit members not later than fifteen (15) calendar days prior to the last school day of the school year.
- 16.07** No bargaining unit member's evaluation shall be discussed with any other bargaining unit member or classified employee.

- 16.08** Bargaining unit members shall have the right to be accompanied by a Union representative at the evaluation conference(s).
- 16.09** If a bargaining unit member is on leave of absence or off sick for an extended period of time during the last year of a limited contract and the administration is unable to comply with the contractual evaluation requirements due to this absence, the bargaining unit member's current limited contract shall be extended by one additional year.
- 16.10** The evaluation instrument shall be Appendix B of this contract.
- 16.11** This provision supercedes the Statutory Evaluation Procedure.
- 16.12** During the 2006-2007 School Year, a committee of teacher representative(s) from each building appointed by the Association President and Administrators appointed by the Superintendent shall meet and mutually develop a new Evaluation Instrument/Procedure. Upon completion, the committee shall submit it to the Association for ratification and the Board for approval.

ARTICLE 17
NONRENEWAL OF LIMITED TEACHING CONTRACTS

- 17.01** In the event that the Superintendent intends to recommend to the Board the nonrenewal of a limited teaching contract, he/she shall notify the affected employee no less than twenty (20) calendar days prior to the Board meeting at which formal action on the recommendation is to occur. The notice to the employee shall be in writing and shall contain the following:
- A. Specific reasons for the recommendation.
 - B. A tentative date for a meeting between the employee, his/her representative of choice, and the Superintendent.
 - C. The date of the Board meeting at which formal action is to occur and the employee's right to a hearing before the Board with a representative of his/her choice.
- The meeting in B above shall be held at a mutually agreed date and time but no less than five (5) calendar days prior to the Board meeting.
- 17.02** In the event the Board votes to nonrenew a contract which has been recommended for renewal by the Superintendent, the Board shall give the employee a notification with written specific reasons for such action within ten (10) calendar days following a formal hearing before the Board with a representative of his/her choice within ten (10) calendar days from the date of notification.

- 17.03** An employee notified by the Superintendent in Section 17.01 above a recommendation to nonrenew shall be entitled to a hearing with a representative of his/her choice at the Board meeting at which formal action is to occur. Following the hearing the Board shall act, and, if the action is to nonrenew, the employee shall be notified in writing with the specific reasons for the action no later than ten (10) calendar days following the Board meeting.
- 17.04** The phrase "specific reasons" as stated above in Section 2 and 3 shall be for just cause.
- 17.05** Section 4 above shall not apply to nonrenewal of contracts of bargaining unit members who have less than three (3) years of Board employment. The procedures in Sections 1,2,3, and 4 shall not apply to the nonrenewal of supplemental contracts. Supplemental contracts shall expire automatically. Notwithstanding the provisions of section 3319.11, Ohio Revised Code, notice of nonrenewal of supplemental contracts shall not be required. Neither administrative nor Board action regarding nonrenewal of employees with less than three (3) years of service and the nonrenewal of supplemental contracts shall be grievable or arbitrable.

ARTICLE 18
VACANCY, VOLUNTARY & INVOLUNTARY TRANSFER

18.01 Vacancy

- A. A vacancy shall be defined as those bargaining unit positions which are no longer filled due to resignation(s), retirement, death, transfer, termination, nonrenewal, promotion, or creation of a new position in the bargaining unit which the Board and/or Superintendent intends to fill. A vacancy shall be posted seven (7) calendar days from its occurrence, except that vacancies occurring between August 1 and the scheduled start of the school year may be filled without prior posting. Each vacancy posting shall include the position, grade level(s), school(s), location(s), schedule of district traveling employee, and certification required by the State Department of Education. The posting period will close for all postings within seven (7) calendar days from posting or postmark.
- B. Bargaining unit employees who bid and possess proper certification with the greatest district seniority shall be awarded vacant positions. A temporary employee hired to fill a vacant position will not receive preference over a present employee.
- 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 teacher who wishes to be notified of vacancies between June 1 and August 1 shall notify the Superintendent and shall provide a sufficient number of stamped, self-addressed envelopes for this purpose. Within seven (7) calendar days of a vacancy between June 1 and August 1, each bargaining unit member who desires notification of vacancies shall have such notice sent by regular mail. 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. (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.

**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. Lack of funds. Lack of funds shall mean that revenues are not sufficient to maintain those affected bargaining unit position(s) and the Board shall make all reasonable efforts to hold such reductions to a minimum. In no case will the Board reduce positions below the level required by state minimum standards.
- 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 seniority list.
- 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. If additional reductions on personnel are necessary they shall be in order of least seniority from within the teaching field affected using district wide seniority i.e. least senior teacher is the first to be laid off in accordance with contract status within areas of certification, license, or entry-level requirements. A bargaining unit member may elect to displace a less senior bargaining unit member in another area of certification.
- C. In the case of a reduction of more than one position within an area of licensure/certification, those affected who elect to displace a less senior bargaining unit member will do so in order of seniority and will have an equivalent number of positions from among the least senior from which to choose.
 - i.e. If three positions are being reduced, the most senior teacher affected will be able to choose to displace from among the positions held by the three least senior members of the bargaining unit, which he or she is licensed to teach. The second most senior teacher chooses next, etc.
- D. Limited contract personnel shall be suspended before continuing contract personnel. 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.
- 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. Any bargaining unit member(s) laid off shall be recalled in order of greatest seniority, 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.

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) personal leave days per school year upon timely submission of the request. Two (2) personal leave days will be deemed restricted, and two (2) personal leave days will be deemed unrestricted. 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. When requesting a restricted personal leave day, the reason for leave must fall within the following guidelines:
1. Required court appearance.
 2. Sickness or absence in the family, not covered by sick leave for which the applicant has a responsibility.
 3. Religious or fraternal conferences in which the applicant is an elected or appointed official at the state or national level, or for which the applicant has responsibility and is a participating part of the official program of events.
 4. Attendance at registration or graduation from college of spouse or children, and military activities for spouse or children.
 5. College Visitation if essential to present employment status or further professional development.
 6. Attorneys and other legal matters of significant consequences which cannot be handled other than during the applicant's regular working hours.
 7. Personal financial affairs of significant consequences (e.g. home mortgage)

8. Wedding of a member of the immediate family held out of state.
 9. For the purpose of adoption.
 10. To accompany a child on a college visitation for the purpose of determining which college the child will attend.
 11. Accident in the Family, or to Family Property.
 12. Emergency Transportation Difficulties between home and school.
 13. Permission can be granted for events that fall outside of this list, at the Superintendent's discretion when a request is placed in advance.
- C. Unused personal leave days at the end of the school year (June 30th) shall be converted to the employees sick leave credit balance. 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.
- D. 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. A bargaining unit member may receive only one (1) personal leave day before or after a holiday per year. Application for leave must be submitted five (5) workdays prior to the holiday break.

21.04 Sick Leave

- A. Bargaining unit members shall earn and accrue sick leave benefits at the rate of the equivalent of one and one fourth (1 ¼) workdays for each month. Each bargaining unit member shall be credited with the annual accumulated days of fifteen (15) at the beginning of each school year.
- B. Sick leave may be used for personal illness, medical and dental appointments, injury, pregnancy, exposure to contagious disease which could be communicated to others, or for illness or injury to members of the bargaining unit member's immediate family where the bargaining unit member's presence is required to assist in the care of the family member.
- C. Bargaining unit members shall be advanced five (5) days sick leave at the time such bargaining unit member has no sick leave. For purposes of this provision, immediate family is defined as husband, wife, mother, father, son, daughter, brother, sister, grandparents, and grandchildren of the bargaining unit member or his/her spouse. Sick leave may be used in addition to bereavement leave due to a death in the bargaining unit member's immediate family.
- D. The maximum accumulation of sick leave shall be two hundred fifty (250) days. Accrued sick leave shall be reported on the bargaining unit member's regular semi-monthly pay check stub.
- E. Members who have accumulated two hundred fifty (250) days may also accrue additional sick leave days through the provisions of Section 21.03 Personal Leave.

- F. Sick leave usage and benefit accrual shall be posted through the payroll processing program in such a manner as to ensure that all bargaining unit members who have reached the maximum shall continue to maintain the highest level of sick leave accumulation e.g. sick leave usage will be posted before the sick leave benefit is added monthly.

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

21.06 Pregnancy Leave

- A. Sick leave may be used for pregnancy and the recovery period following delivery for a period of six (6) weeks or as determined by the bargaining unit member's attending physician. If the length of time will exceed six (6) weeks, the attending physician shall submit a written statement to the Superintendent. The statement will set forth the anticipated length of recovery a bargaining unit member requires.
- B. At the expiration of sick leave, the Board shall, upon request of the bargaining unit member, grant a leave of absence for the remainder of the school year. Additional leave may be granted by the Board upon request of the bargaining unit member.
- C. Use of maternity leave shall not be grounds for nonrenewal, or failure to issue a limited or continuing contract.
- D. Upon return from maternity leave, the teacher shall be entitled to reinstatement to the same position, if such position exists, or similar position if the position no longer exists.

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

21.08 Professional Leave – Each bargaining unit member may be granted two (2) days per year at his/her per diem to be utilized for the purpose of professional leave. Professional leave shall be used by bargaining unit members to attend professional meetings, workshops, or make school visitations for professional growth. Professional leave shall

not include trips when the applicant accompanies students to such events as meetings, competition(s), and field trips or when the applicant is attending educational meetings at the request of the state or district. All requests for professional leave shall be submitted to the Superintendent no later than eight (8) working days prior to the leave and shall contain the reason for the request and any expected benefit of the leave. If professional leave is approved, an evaluation of the meetings and conferences attended must be filed with the Superintendent within one (1) week after returning to work.

- 21.09 Assault Leave** – In the event of an assault on a teacher by a student or by any other person on school district property related to school activity or duty assigned to a teacher which results in the teacher being absent as a result of assault, such absence will not be charged against sick leave if verified by a certified physician. The Board reserves the right to verify a bargaining unit member's condition at the Board's expense. Bargaining unit members shall receive full pay and benefits for such absence. If covered by Workers' Compensation, the bargaining unit member shall remit such compensation to the Board and remain at this per diem rate and benefits during the full period of recovery.
- 21.10 Association Leave** - The Association will be granted four (4) days of leave per school year to carry out Association business. Such leave will be granted upon notification of the Superintendent.
- 21.11 Bereavement Leave** – In the case of a death in the immediate family (husband, wife, mother, step-mother, father, step-father, son, step-son, daughter, step-daughter, brother, step-brother, sister, step-sister, grandchildren, step-grandchild, grandparents, step-grandparents, son and daughter in law, brother and sister in law and significant other living in household) of both a bargaining unit member and his/her spouse, the bargaining unit member will be granted at his/her per diem which shall not be deducted for sick leave, leave not to exceed four (4) days, to attend the funeral, make funeral arrangements, and to take care of related matters. Bargaining unit members may utilize accrued sick leave if additional time is necessary. In addition, bargaining unit members may use up to four (4) days of sick leave in the case of death of an aunt and/or uncle.
- 21.12 Unpaid Leave** - The Board may grant, upon the recommendation of the Superintendent, a bargaining unit member a leave of absence without pay for personal reasons. Such leave shall not exceed twelve (12) months.
- 21.13 Family Medical Leave Act**
- A. A teacher, employed no less than half-time, with at least 12 months of service in the Frontier Local Schools shall be granted 12 weeks of unpaid family medical leave (during each fiscal year period) for: 1) The birth and first year care of a child; 2) The adoption or foster placement of a child; 3) The serious illness of a spouse, son, daughter, guardian, parent of the teacher's family, or any dependent child residing in the teacher's house; and 4) The teacher's own serious health condition that keeps the teacher from performing the essential functions of his or her job in accordance with the following specifications:

- B. The teacher shall apply in writing to the Superintendent or his/her designated representative not later than thirty (30) days prior to the beginning date of the requested leave of absence if leave request was foreseeable. The written application, requiring Superintendent's approval, shall specify the proposed dates the leave is to commence and terminate, with every attempt being made to select those dates least disruptive to the educational process and district operations. The Board may require the teacher to provide certification from a health care provider containing verification in accordance with the Family Medical Leave Act if he or she requests a medical leave. Pursuant to the Act, the employer, at its expense, may require a second medical certification by a medical provider of its choice.
- C. While on family medical leave, the teacher will continue to receive the same group health coverage that he or she had while employed. The Board will pay for this continued group health coverage to the same extent that the Board paid for the coverage that each teacher had before beginning his or her leave.
- D. Serious health condition is defined as an illness, injury, impairment or mental condition that involves – a) inpatient care in a hospital, hospice, or residential medical facility; or b) continuing treatment by a health care provider.
- E. A teacher on family medical leave shall not be entitled to advancement on the salary schedule for the period of absence.
- F. Once the leave is approved by the Superintendent and the Board, it may be altered or cancelled with the approval of the Superintendent, the Board, and the applicant.
- G. The taking of intermittent leave, leave on a reduced leave schedule and leave near the end of an academic term shall be governed by the Act.

21.14 Work Related Injury Leave

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

ARTICLE 22 SEVERANCE PAY

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

22.02 Retirement Incentive

- A. Any teacher who elects to retire from the employ of the Board of Education of the Frontier Local School District under STRS the first year eligible by attaining 30 years of service, by voluntarily applying for retirement with a reduced benefit at the age of 55 with 25 years experience, and/or, by reaching sixty years of age shall receive a sum equal to fifty percent (50%) of his/her accumulated but unused sick leave balance as provided for in Section 21.01 Severance Pay.
- B. Effective with the 2008-2009 school year, any teacher who has been employed by the Board of Education of the Frontier Local School District for at least ten (10) years, and who is eligible to retire under STRS either by attaining thirty (30) years of service or by reaching sixty years of age and elects to retire shall receive all accumulated, but unpaid sick leave, up to one hundred fifty (150) days. Teachers retiring under this provision shall be given the option of retiring with thirty (30) days notice to the board, or of working through the end of the school year. This incentive benefit option is in lieu of, not in addition to, the severance pay specified in Section 22.01 Severance.

- C. Teachers who wish to participate in this incentive benefit option shall notify the Board of his/her intent in writing by March 31st in the year of eligibility as established above. If the bargaining unit member fails to make such a declaration this incentive provision shall not apply.

**ARTICLE 23
WAGES AND INDEX**

- 23.01** There shall also be a step 13 added to the salary schedule at 1/3 the difference between step 12 and step 15, retroactive to July 1, 2011. On January 1, 2012 there shall be a 1.25% increase on the base of the salary schedule. For the July 1, 2012- June 30, 2013 year there shall be a step 23 added to the salary schedule at 1/2 the difference between step 20 and step 27.

INDEX for 2010-2011

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

INDEX for 2011-2012

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

INDEX for 2012-2013

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

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

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

**SALARY SCHEDULE
2010 – 2011**

Teaching Exp.	BA	150 HR.	BA+20	MA	MA+15
0	26,014	27,055	28,095	28,615	29,656
	1.00000	1.04000	1.08000	1.10000	1.14000
1	27,055	28,225	29,318	29,916	31,087
	1.04000	1.08500	1.12700	1.15000	1.19500
2	28,095	29,396	30,540	31,217	32,518
	1.08000	1.13000	1.17400	1.20000	1.25000
3	29,136	30,566	31,763	32,518	33,948
	1.12000	1.17500	1.22100	1.25000	1.30500
4	30,176	31,737	32,986	33,818	35,379
	1.16000	1.22000	1.26800	1.30000	1.36000
5	31,217	32,908	34,208	35,119	36,810
	1.20000	1.26500	1.31500	1.35000	1.41500
6	32,257	34,078	35,431	36,420	38,241
	1.24000	1.31000	1.36200	1.40000	1.47000
7	33,298	35,249	36,654	37,720	39,671
	1.28000	1.35500	1.40900	1.45000	1.52500
8	34,338	36,420	37,876	39,021	41,102
	1.32000	1.40000	1.45600	1.50000	1.58000
9	35,379	37,590	39,099	40,322	42,533
	1.36000	1.44500	1.50300	1.55000	1.63500
10	36,680	39,021	40,582	41,883	44,224
	1.41000	1.50000	1.56000	1.61000	1.70000
11	37,720	40,192	41,804	43,183	45,655
	1.45000	1.54500	1.60700	1.66000	1.75500
12	38,761	41,362	43,027	44,484	47,085
	1.49000	1.59000	1.65400	1.71000	1.81000
15	39,931	42,663	44,770	46,305	49,036
	1.53500	1.64000	1.72100	1.78000	1.88500
20	41,362	44,224	46,383	47,996	50,857
	1.59000	1.70000	1.78300	1.84500	1.95500
27	42,793	45,785	47,996	49,687	52,678
	1.64500	1.76000	1.84500	1.91000	2.02500

**SALARY SCHEDULE
2011-2012**

Teaching Exp.	B.A.	150 HRS	B.A. +20	M.A.	M.A. +15
0	\$26,274	\$27,325	\$28,376	\$28,901	\$29,952
	1.0000	1.0400	1.0800	1.1000	1.1400
1	\$27,325	\$28,507	\$29,611	\$30,215	\$31,397
	1.0400	1.0850	1.1270	1.1500	1.1950
2	\$28,376	\$29,690	\$30,846	\$31,529	\$32,843
	1.0800	1.1300	1.1740	1.2000	1.2500
3	\$29,427	\$30,872	\$32,081	\$32,843	\$34,288
	1.1200	1.1750	1.2210	1.2500	1.3050
4	\$30,478	\$32,054	\$33,315	\$34,156	\$35,733
	1.1600	1.2200	1.2680	1.3000	1.3600
5	\$31,529	\$33,237	\$34,550	\$35,470	\$37,178
	1.2000	1.2650	1.3150	1.3500	1.4150
6	\$32,580	\$34,419	\$35,785	\$36,784	\$38,623
	1.2400	1.3100	1.3620	1.4000	1.4700
7	\$33,631	\$35,601	\$37,020	\$38,097	\$40,068
	1.2800	1.3550	1.4090	1.4500	1.5250
8	\$34,682	\$36,784	\$38,255	\$39,411	\$41,513
	1.3200	1.4000	1.4560	1.5000	1.5800
9	\$35,733	\$37,966	\$39,490	\$40,725	\$42,958
	1.3600	1.4450	1.5030	1.5500	1.6350
10	\$37,046	\$39,411	\$40,987	\$42,301	\$44,666
	1.4100	1.5000	1.5600	1.6100	1.7000
11	\$38,097	\$40,593	\$42,222	\$43,615	\$46,111
	1.4500	1.5450	1.6070	1.6600	1.7550
12	\$39,148	\$41,776	\$43,457	\$44,929	\$47,556
	1.4900	1.5900	1.6540	1.7100	1.8100
13	\$39,542	\$42,222	\$44,035	\$45,533	\$48,213
	1.505	1.607	1.676	1.733	1.835
15	\$40,331	\$43,089	\$45,218	\$46,768	\$49,526
	1.5350	1.6400	1.7210	1.7800	1.8850
20	\$41,776	\$44,666	\$46,847	\$48,476	\$51,366
	1.5900	1.7000	1.7830	1.8450	1.9550
27	\$43,221	\$46,242	\$48,476	\$50,183	\$53,205
	1.6450	1.7600	1.8450	1.9100	2.0250

SALARY SCHEDULE - JANUARY 1, 2012

STEP	B.A.	150 HRS	B.A. +20	M.A.	M.A. +15
0	\$26,602	\$27,666	\$28,730	\$29,262	\$30,326
	1.0000	1.0400	1.0800	1.1000	1.1400
1	\$27,666	\$28,863	\$29,980	\$30,592	\$31,789
	1.0400	1.0850	1.1270	1.1500	1.1950
2	\$28,730	\$30,060	\$31,231	\$31,922	\$33,253
	1.0800	1.1300	1.1740	1.2000	1.2500
3	\$29,794	\$31,257	\$32,481	\$33,253	\$34,716
	1.1200	1.1750	1.2210	1.2500	1.3050
4	\$30,858	\$32,454	\$33,731	\$34,583	\$36,179
	1.1600	1.2200	1.2680	1.3000	1.3600
5	\$31,922	\$33,652	\$34,982	\$35,913	\$37,642
	1.2000	1.2650	1.3150	1.3500	1.4150
6	\$32,986	\$34,849	\$36,232	\$37,243	\$39,105
	1.2400	1.3100	1.3620	1.4000	1.4700
7	\$34,051	\$36,046	\$37,482	\$38,573	\$40,568
	1.2800	1.3550	1.4090	1.4500	1.5250
8	\$35,115	\$37,243	\$38,733	\$39,903	\$42,031
	1.3200	1.4000	1.4560	1.5000	1.5800
9	\$36,179	\$38,440	\$39,983	\$41,233	\$43,494
	1.3600	1.4450	1.5030	1.5500	1.6350
10	\$37,509	\$39,903	\$41,499	\$42,829	\$45,223
	1.4100	1.5000	1.5600	1.6100	1.7000
11	\$38,573	\$41,100	\$42,749	\$44,159	\$46,687
	1.4500	1.5450	1.6070	1.6600	1.7550
12	\$39,637	\$42,297	\$44,000	\$45,489	\$48,150
	1.4900	1.5900	1.6540	1.7100	1.8100
13	\$40,036	\$42,749	\$44,585	\$46,101	\$48,815
	1.505	1.607	1.676	1.733	1.835
15	\$40,834	\$43,627	\$45,782	\$47,352	\$50,145
	1.5350	1.6400	1.7210	1.7800	1.8850
20	\$42,297	\$45,223	\$47,431	\$49,081	\$52,007
	1.5900	1.7000	1.7830	1.8450	1.9550
23	\$42,297	\$45,223	\$47,431	\$49,081	\$52,007
	1.5900	1.7000	1.7830	1.8450	1.9550
27	\$43,760	\$46,820	\$49,081	\$50,810	\$53,869
	1.6450	1.7600	1.8450	1.9100	2.0250

SALARY SCHEDULE 2012-2013

STEP	B.A.	150 HRS	B.A. +20	M.A.	M.A. +15
0	\$26,602	\$27,666	\$28,730	\$29,262	\$30,326
	1.0000	1.0400	1.0800	1.1000	1.1400
1	\$27,666	\$28,863	\$29,980	\$30,592	\$31,789
	1.0400	1.0850	1.1270	1.1500	1.1950
2	\$28,730	\$30,060	\$31,231	\$31,922	\$33,253
	1.0800	1.1300	1.1740	1.2000	1.2500
3	\$29,794	\$31,257	\$32,481	\$33,253	\$34,716
	1.1200	1.1750	1.2210	1.2500	1.3050
4	\$30,858	\$32,454	\$33,731	\$34,583	\$36,179
	1.1600	1.2200	1.2680	1.3000	1.3600
5	\$31,922	\$33,652	\$34,982	\$35,913	\$37,642
	1.2000	1.2650	1.3150	1.3500	1.4150
6	\$32,986	\$34,849	\$36,232	\$37,243	\$39,105
	1.2400	1.3100	1.3620	1.4000	1.4700
7	\$34,051	\$36,046	\$37,482	\$38,573	\$40,568
	1.2800	1.3550	1.4090	1.4500	1.5250
8	\$35,115	\$37,243	\$38,733	\$39,903	\$42,031
	1.3200	1.4000	1.4560	1.5000	1.5800
9	\$36,179	\$38,440	\$39,983	\$41,233	\$43,494
	1.3600	1.4450	1.5030	1.5500	1.6350
10	\$37,509	\$39,903	\$41,499	\$42,829	\$45,223
	1.4100	1.5000	1.5600	1.6100	1.7000
11	\$38,573	\$41,100	\$42,749	\$44,159	\$46,687
	1.4500	1.5450	1.6070	1.6600	1.7550
12	\$39,637	\$42,297	\$44,000	\$45,489	\$48,150
	1.4900	1.5900	1.6540	1.7100	1.8100
13	\$40,036	\$42,749	\$44,585	\$46,101	\$48,815
	1.505	1.607	1.676	1.733	1.835
15	\$40,834	\$43,627	\$45,782	\$47,352	\$50,145
	1.5350	1.6400	1.7210	1.7800	1.8850
20	\$42,297	\$45,223	\$47,431	\$49,081	\$52,007
	1.5900	1.7000	1.7830	1.8450	1.9550
23	\$43,042	\$46,021	\$48,256	\$49,959	\$52,938
	1.6180	1.7300	1.8140	1.8780	1.9900
27	\$43,760	\$46,820	\$49,081	\$50,810	\$53,869
	1.6450	1.7600	1.8450	1.9100	2.0250

**ARTICLE 24
METHODS OF PAYMENTS**

24.01 Payroll

- A. All paychecks will be issued every other Friday beginning with the first scheduled payday 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 Paydates

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

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

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

**ARTICLE 25
TEACHING EXPERIENCE**

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

- A. All teachers presently employed by the Board shall be paid as set forth in the teacher salary schedule.
- B. A year of teaching experience shall consist of at least one hundred twenty (120) days under a teacher’s contract.
- C. Teachers with verified teaching experience from a public or chartered nonpublic school of at least one hundred twenty (120) days per school year shall be credited on the salary schedule for five (5) years and may be credited for up to total of fifteen (15) years of experience including military service. All employees employed by the Board prior to September 1, 2010 shall not have their experience levels adjusted.
- D. One year of teaching experience will be granted when one hundred twenty (120) days of one half (1/2) day assignments have been completed during a school year. One half (1/2) day is defined as a minimum of eighteen (18) hours but less than thirty-six and one quarter (36 ¼) 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.

**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 (7-1/4 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 12% on the health insurance plan for family or single coverage.

Effective July 1, 2012 members electing Family coverage will pay no more than \$185 total monthly for all insurances. Members electing Single coverage will pay no more than \$70 total monthly for all insurances. Effective July 1, 2013 members electing Family coverage will pay no more than \$205 total monthly for all insurances. Members electing Single coverage will pay no more than \$80.00 total/monthly for all insurances.

The summary of benefits shall be defined in the summary of benefits handbook provided by the insurer. There will be no changes to the insurance plan during the 2010-2011 school year. Any subsequent changes to the insurance plan will be subject to bargaining and may constitute a reopener for the specific purpose of bargaining insurance.

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

\$25,000 Life Insurance Per Employee

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

Waiting Period for Coverage – 30 Days from Date of Hire

- 27.03 GROUP DENTAL INSURANCE** – The Board shall purchase through a carrier licensed by the State of Ohio family dental insurance for each member of the bargaining unit, now or hereinafter employed, and his/her eligible dependents. The full cost of this program and any increases thereof shall be paid by the Board at 88% and the employee 12%. 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	INDIVIDUAL DEDUCTIBLE		FAMILY DEDUCTIBLE
EXPENSE	COINSURANCE		AMOUNT
	<u>(Per Calendar Year)</u>	<u>(Per Calendar Year)</u>	
Class I	None	None	100%
Class II	(\$25)	(\$75)	80%
Class III	()	()	50%
Class IV	None	None	60%

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

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

ORTHODONTIC LIFETIME MAXIMUM (For all Class IV Expenses)

SUMMARY OF COVERAGE

Calendar Year Deductible

<p>Class I Preventative & Diagnostic</p> <p>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</p>	<p>Class II Basic Restorative</p> <p>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</p>	<p>Class III Major Restorative</p> <p>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</p>	<p>Class IV Orthodontia</p> <p>Full Banded Orthodontic Treatment Appliances for Tooth Guidance Appliances to Control Harmful Habits Retention Appliances – Not in connection with full banded treatment</p>
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<p>CALENDAR YEAR MAXIMUM \$1000</p>	<p>LIFETIME MAXIMUM PER PERSON \$500</p>
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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 88% and the employee at 12%.

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.
- B. To the possibility of implementing a Section 125 Plan and to make a recommendation to that effect to the Board and the Association prior to the last day of the 1999 - 2000 school year.

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

- A. An employee eligible for family insurance coverage may decline Board insurance coverage and receive an annual payment of \$2,000.
- B. An employee eligible for family insurance coverage may elect to take single insurance coverage and shall receive an annual payment of \$1,000.
- C. If two employees of the Board are married one shall be eligible for family plan insurance and the other employee shall receive the annual payment of \$2,000. Effective with the 2011-2012 school year the annual payment will be \$1,000. Effective with the 2012-2013 school year it shall be eliminated. Or each employee may elect to take single coverage and shall receive an annual payment of \$1,000. Effective with the 2011 - 2012 school year the annual payment will be \$500. Effective with the 2012-2013 school year it shall be eliminated. Two employees of the Board who are married shall either receive insurance coverage under one (1) family plan or two (2) single coverage plans without exception.
- D. Employees electing to participate in the above insurance waiver must notify the Board treasurer in writing no later than August 1 of any year they wish to decline coverage.
- E. Any employee who has elected to participate in the insurance waiver and during the year loses insurance coverage through divorce, death, job loss, layoff etc. shall be provided Board insurance coverage upon notification of the treasurer.
- F. Any employee electing to take the insurance option shall receive payment no later than November 30th of the year he/she is participating.
- G. The option shall be annual from September 1 to August 31. Any employee electing to take this option shall not be subject to any pre-condition clause upon re-enrollment in the negotiated insurance program.

ARTICLE 28 TRAVEL REIMBURSEMENT FOR TEACHERS

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

**ARTICLE 29
MANAGEMENT RIGHTS**

29.01 The Board possesses sole right to operate the school district and all management rights repose in it. The Board's exclusive rights shall include, but shall not be limited to, the following, except as limited by the terms and conditions set forth in this agreement:

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

**ARTICLE 30
SUPPLEMENTAL CONTRACTS**

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

Athletic Director	15.0
Head Football	12.0
Head Basketball (boys)	11.0
Head Basketball (girls)	11.0
Head Volleyball (girls)	8.5
Head Softball	8.5
Head Baseball	8.5

Head Track	8.5
Assistant Football (2)	7.0
Assistant Basketball (boys)	7.0
Assistant Basketball (girls)	7.0
Head JH Football	5.0
Head JH Basketball (boys)	5.0
Head JH Basketball (girls)	5.0
Head Track JH	5.0
Head JH volleyball (girls)	4.0
Head JH Softball	4.0
Assistant Softball	5.0
Assistant Baseball	5.0
Assistant Volleyball (girls)	5.0
Assistant JH Football	5.0
Head Cheerleader (Varsity)	7.5
JH Cheerleader Advisor	4.5
Yearbook Advisor HS	6.0
H.S. Class Play Advisor (per play)	4.0
8, 9, 10 Class Advisor (1 per grade)	1.0
11, 12 Class Advisor (2 – 11 th grade, 1 – 12 th grade)	2.5
Head teacher (3)	5.5
JH Student Council (1)	2.0
HS Student Council (2)	3.0
Spanish Club (1)	1.0
Honor Society (1)	2.0
BPA (1).....	2.0
FFA (1)	2.0
Key Club Advisor (If funds other than district general funds are available)	2.0
Family Night Coordinator (3)	1.0
Drama Club Advisor	1.0
Spelling Bee (4)	1.0
Mentor	5.0
Mentor (Transfer Teacher – from outside district)	1.0
Mentor Coordinator	1.0
and \$150.00 per assigned entry year mentoring pair	
Spanish Honor Society	1.0
Science Olympiad (1)	1.0
Saturday School	\$80 - per Saturday
Technology Coordinator, Elem (3)	3.0
Academic Related extra-curricular activities	\$20 per hour (Home tutor, curriculum committee, tutoring, etc.)
Dean of students	\$1,500

Extended Time Positions:

Guidance Counselor	20 days
Vo-Ag Instructor	60 days
Vocational Business (1)	8 days
Family and Consumer Science	8 days

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

30.02 Teachers performing academic related activities must submit the appropriate documentation to the treasurer's office in order to receive compensation.

30.03 A. Supplemental contracts shall expire automatically on or before April 30th of each school year. The exception shall be the position of Teacher/Administrator which shall expire at the end of the 202nd day of the contract. 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 for the session in the full amount of eighty dollars (\$80.00).

**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.
- 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. First year teachers:
 - Meet 1-2 times per week for a total of 30 minutes per week.
 - Room visits as necessary.
 - B. Transfer teachers (from other districts):
 - 1-half (1/2) day prior to the beginning of school.
 - 1-half (1/2) day during the first two (2) weeks of school.
 - Room visits as necessary.

- C. Transfer teachers (within the district):
 - Meet prior to the beginning of school.
 - Room visits as necessary.
 - Mentors for transfer teachers within the district will be assigned upon the transferring teacher's request, or the recommendation of the building principal.

- 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 assigned a special needs student(s) 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, other than the qualified school nurse and/or trained medical technicians, 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.
- 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 have been in the bargaining unit a minimum of three (3) years immediately preceding the application 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 two (2) 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 two (2) completed college or university courses taken in semester hours will be reimbursed up to two hundred and twenty five dollars (\$225) for each semester hour.
3. Reimbursement shall not exceed the actual cost of college or university credit.
4. Employees requesting reimbursement for 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 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.
- C. If the superintendent approves the application, tuition reimbursement will be awarded upon verification to the treasurer's office that the class has been successfully completed. Successful completion shall be verified by receipt of the official grades issued by the educational institution indicating the completion of the course with either a grade of "A" or "B" or verification of "pass" if the approved course is an ungraded "pass/fail" class.
- D. An employee shall not be eligible for reimbursement if he/she receives compensation from a government or other foundation for the course in question.

33.04 Payment

The Board of Education shall budget a sum of \$7,000 to reimburse teachers as follows: Said reimbursement shall be on a first come first serve basis. Unused money in any year will be carried over and added to the budgeted amount. The total amount budgeted shall not exceed \$10,000.

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 seven members: four (4) teachers appointed by the Association and two (2) administrators appointed by the Superintendent and a non-voting representative of the County Educational Service Center. 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 three 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 monthly and shall require a quorum of three 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 dollars (\$20.00) 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.

- D. 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 up to five (5) days of unused sick leave accumulated to any school year to any succeeding school year only when the retired teacher is rehired in the same position consecutively. 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 May 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 May 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 EFFECTS AND DURATION

- 38.01** In the event there is a conflict between a provision of this contract and Ohio Revised Code 4117.10 (a), federal or state law, or valid rules or regulations adopted by a federal or state agency, as determined by a court of competent jurisdiction, all other provisions of this contract which are not in conflict shall continue in full force and effect. The parties shall meet to negotiate any necessary changes on this contract relative to the affected provision within thirty (30) days of demand by either party.
- 38.02** The parties agree that, should any provisions of this agreement be found to be invalid, they will schedule a meeting within thirty (30) days at a mutually agreeable time to attempt to negotiate alternative language which would bring the affected provision(s) into compliance with said court decision.
- 38.03** The terms of this contract shall be from July 1, 2010 through June 30, 2013, with the ability to reopen Article 23.01, wages, index, insurance, and premium contribution amount and up to three language items for each side June 30, 2011.
- 38.04** This contract represents the full understanding and commitment between the parties and replaces all previous contracts. This contract may be added to, deleted from, or otherwise changed only by an amendment properly signed and ratified by each party.
- 38.05** The Board shall change its personnel policies and practices as may be necessary in order to give full force and effect to this contract. Should there be a conflict between this contract and any such policy or practice, then the terms of this contract shall prevail.
- 38.06** Within thirty (30) days after this contract is signed, copies shall be printed at the Board's expense and distributed to each employee. Each employee hired thereafter also shall receive a copy upon employment. The Union shall be supplied with an additional one hundred (100) copies of this contract. 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. The Union shall be supplied with one hundred (100) copies of any revision (s) or amendment(s) within thirty (30) days of said revision(s) or amendment(s).
- 38.07** During the duration of this contract the Board shall maintain all terms, conditions, and benefits of employment at not less than the level in effect as of the effective date of this contract.

38.08 Effect of Section 1116(d) of ESEA

- A. If the Frontier Local School District has reasonable cause to believe that compliance with any of the provisions of this Agreement would be inconsistent with the School District's obligations under Section 1116 of the ESEA, it will so notify the Association. The Association and the Board immediately will file a joint written request with the United States Department of Education asking whether Section 1116 of the ESEA can alter or otherwise affect the rights, remedies, and procedures afforded school or school district employees under the terms of a collective bargaining agreement that became effective subsequent to January 8, 2002. Unless and until the United States Department of Education answers this question "yes", the Board will be required to comply with the provisions of this Agreement.
- B. If the United States Department of Education answers the foregoing question "yes", the Association, at its option, may file a lawsuit in federal district court seeking a declaratory judgment as to whether Section 1116 of the ESEA can alter or otherwise affect the rights, remedies, and procedures afforded school or school district employees under the terms of a collective bargaining agreement that became effective subsequent to January 8, 2002. Until the district court answers this question, or if the district court answers this question "yes", the Board will be required to comply with the provisions of this Agreement only to the extent that such compliance will not prevent the Board from complying with its obligations under Section 1116 of the ESEA. If the district court answers this question "no", the Board will continue to comply with the provisions of this Agreement.

This agreement is signed and entered into on this 26th day of, July, 2012 at New Matamoras, Ohio.

FRONTIER LOCAL
BOARD OF EDUCATION

Jeffery E. Laver
President
Frank D. Artelt
Treasurer

FRONTIER LOCAL
EDUCATION ASSOCIATION

Lina Allbrecht
President
Betty Deader
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:**

Susan Walton, FLEA President Date

Troy Thacker, Superintendent Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made this 17th day of January, 2012 by and between the Frontier Local Education Association (Association) and the Frontier Local School District Board of Education (Board).

Whereas, the Board and Association have entered into a Collective Bargaining Agreement; and

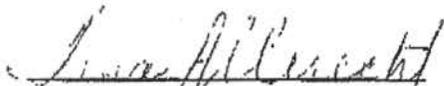
Whereas, in the Collective Bargaining Agreement, the Association and Board agreed upon terms and conditions for Major Medical Insurance and thus agreed upon the reduction and elimination of the employee Marriage Incentive during the 2011-2012 and 2012-2013 school years;

Now, therefore, the Board and Association agree that:

The savings to the district for the next two years will be distributed annually and evenly to all employees who are taking medical insurance coverage from the district during the year of distribution. The first year's savings will be \$7,000 and the second is currently estimated at \$14,000. Distribution of savings will end after the second year.

This Memorandum of Understanding has been reviewed by both parties and becomes effective upon the signature of the Association President and Superintendent and will apply throughout the full term of the process specified above. By executing this agreement, each party represents to the other that each understands completely the terms and conditions of this agreement and that no representations, inducements, promises, covenant, or agreement have been made except as set forth herein.

FRONTIER LOCAL EDUCATION
ASSOCIATION



Tina Albrecht, President

1/17/12

Date

FRONTIER LOCAL SCHOOLS
BOARD OF EDUCATION



Bruce Kidder, Superintendent

1-22-12

Date

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: _____)

A. Position of Aggrieved or Association: _____

Signature of Aggrieved

Date

B. Disposition by Superintendent: _____

Signature of Superintendent

Date

STEP III

(Submitted to Board: _____)

A. Position of Aggrieved or Association: _____

B. Disposition of Board: _____

Signature of Board President

Date

Name: _____

Grievance No.: _____

STEP IV

(Submitted to Arbitration: _____)

A. Position of Aggrieved or Association: _____

Signature of Aggrieved

Date

B. Disposition of Arbitrator: _____

Signature of Arbitrator

Date

**APPENDIX B
FRONTIER LOCAL SCHOOL DISTRICT
TEACHER EVALUATION**

Employee	Date/Time/Subject			Position	Evaluator
EVALUATION CATEGORY	S	NI	U	Use separate sheet for comments and recommendations when necessary SPECIFIC RECOMMENDATIONS/COMMENTS	
I. TEACHING ABILITY					
A. Motivates pupils					
B. Perceives objectives, and plans in light of these objectives					
C. Evaluates pupils objectively, fairly, and adequately in terms of measurable objectives					
D. Exhibits an understanding of the developmental aspects of the pupils being taught and places accordingly					
E. Plans effectively; short and long term goals are in evidence					
F. Possesses knowledge of subject					
G. Maintains accurate lesson plans using District format					

EVALUATION CATEGORY	S	NI	U	SPECIFIC RECOMMENDATIONS/ COMMENTS
II. TEACHING PERFORMANCE				
A. Encourages pupil participation and Initiative				
B. Communicates objectives to pupils				
C. Treats each pupil as an individual				
D. Shows respect for each pupil and expects respect				
E. Exhibits skill in questioning and explaining to all students				
F. Gives purposeful assignments				
G. Uses positive statements in reinforcing pupil performance				
H. Adjusts assignments to available material				
I. Uses a variety of methods and techniques				
J. Uses teacher's source material effectively				
K. Uses clear, practical demonstrations, explanations, and questions				
L. Emphasizes the practice of basic skills				

EVALUATION CATEGORY	S	NI	U	SPECIFIC RECOMMENDATIONS/ COMMENTS
III. CLASSROOM MANAGEMENT				
A. Organizes swift and expedient methods for carrying out routine tasks such as passing out papers and books, sharpening pencils, changing groups, and exiting room				
B. Provides meaningful work for pupils, not reciting				
C. Provides assignments in a clear step-by-step fashion				
D. Provides a classroom climate geared to learning				
E. Keeps records, grade book, seating chart, and interim reports up to date				
F. Maintains a positive classroom climate and control relating to students				

IV. OVERALL TEACHING PERFORMANCE

To receive an overall teaching performance rating of satisfactory, a teacher must receive at least twenty-one (21) satisfactory performances.

Satisfactory Performance Needs Improvement Unsatisfactory Performance

Specific written recommendations for improvement will be provided during the conference for any area marked as needs improvement. Areas marked as Unsatisfactory Performance will be addressed with an improvement plan executed and agreed to by both parties. The teacher may have a representative present before agreeing to this plan.

APPENDIX B
TEACHER EVALUATION

EVALUATOR'S COMMENTS

EMPLOYEE'S COMMENTS

AGREE _____
Employee Signature Date

DISAGREE _____
Employee Signature Date

EVALUATOR'S SIGNATURE _____
Date

CONFERENCE HELD _____
Date

EVALUATION HELD _____
Date

**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 F
CONTRACTUAL PAY DATES**

2010-2011 School Year	2011-2012 School Year	2012-2013 School Year
July 9, 2010	July 8, 2011	July 6, 2012
July 23, 2010	July 22, 2011	July 20, 2012
August 6, 2010	August 5, 2011	August 3, 2012
August 20, 2010	August 19, 2011	August 17, 2012
September 3, 2010	September 2, 2011	August 31, 2012
September 17, 2010	September 16, 2011	September 14, 2012
October 1, 2010	September 30, 2011	September 28, 2012
October 15, 2010	October 14, 2011	October 12, 2012
October 29, 2010	October 28, 2011	October 26, 2012
November 12, 2010	November 11, 2011	November 9, 2012
November 26, 2010	November 25, 2011	November 23, 2012
December 10, 2010	December 9, 2011	December 7, 2012
December 24, 2010	December 23, 2011	December 21, 2012
January 7, 2011	January 6, 2012	January 4, 2013
January 21, 2011	January 20, 2012	January 18, 2013
February 4, 2011	February 3, 2012	February 1, 2013
February 18, 2011	February 17, 2012	February 15, 2013
March 4, 2011	March 2, 2012	March 1, 2013
March 18, 2011	March 16, 2012	March 15, 2013
April 1, 2011	March 30, 2012	March 29, 2013
April 15, 2011	April 13, 2012	April 12, 2013
April 29, 2011	April 27, 2012	April 26, 2013
May 13, 2011	May 11, 2012	May 10, 2013
May 27, 2011	May 25, 2012	May 24, 2013
June 10, 2011	June 8, 2012	June 7, 2013
June 24, 2011	June 22, 2012	June 21, 2013