

K# 29052

11-MED-04-0614
2681-01

STATE EMPLOYMENT
RELATIONS BOARD

2012 NOV 16 P 3:51

NEGOTIATED AGREEMENT

BETWEEN

THE RIVER VIEW BOARD OF EDUCATION

AND

THE RIVER VIEW EDUCATION ASSOCIATION

2012 - 2015

81

ARTICLE I
NEGOTIATIONS PROCEDURES

SECTION ONE - RECOGNITION

- A. The River View Board of Education, hereinafter referred to as the "Board", recognizes the River View Education Association, OEA/NEA-Local, hereinafter referred to as the "Association", as the sole and exclusive bargaining representative for the purposes of and as defined in Chapter 4117 of the Ohio Revised Code for all members of the bargaining unit, including all professional, non-supervisory personnel.
- B. For purposes of recognition and negotiations, the term "bargaining unit" shall include all:
1. Full or part-time classroom teachers (Pre-K handicapped units, K-12, adult, special and vocational).
 - a. Full-time: An employee who is employed to perform a full day's work as defined in Article X for a minimum of 120 days or more in a work year.
 - b. Part-time regular: An employee who works more than ten (10) hours per week on a school year basis shall be given a regular limited contract on a pro rata basis.
 2. Guidance Counselors
 3. Librarians
- C. For the purpose of this Article, "Administrative Personnel" shall be any employee hired under an administrative contract pursuant to 3319.01, 3319.02, 3319.04, and 4417.01(F) of the Ohio Revised Code. All administrative personnel and the following positions shall be specifically excluded from the bargaining unit:
1. Non-certificated personnel;
 2. Certificated educational aides;
 3. Casual substitutes (work less than 120 days; and
 4. Nurses.
- D. The Association recognizes that newly created certificated positions will be bargaining unit or administrative in nature in accordance with B. and C. above.
- E. Recognition shall continue during the term of this agreement and during extensions or renewals thereof, unless successfully challenged in accordance with the procedures under O.R.C. Section 4117.

- F. The Association shall provide to the Board by October 15 of each school year the total number of bargaining unit members who are members of the Association.

SECTION TWO - NEGOTIATIONS PROCEDURES

A. Directing Requests

Requests in writing for commencing negotiations meeting from the Association shall be made directly to the Superintendent and the Board. Requests by the Board shall be made to the president of the Association.

Negotiations shall begin no sooner than one hundred twenty (120) nor later than ninety (90) days prior to the expiration of the contract, except by mutual agreement of the parties of this negotiations in keeping with the provisions in this contract.

The Association and/or the Board's request shall include:

1. A list of the specific items for negotiation;
2. The names, addresses, and telephone numbers of the members of the negotiations team; and
3. The spokesperson of the negotiations team.

B. Meetings

1. Within fifteen (15) days after receipt of a request to negotiate, the parties shall arrange for a mutually agreed upon date to commence negotiations.
2. Negotiation meetings shall be closed to the public.
3. Negotiation meetings shall be held in the Board offices, or at a mutually agreed upon alternative site.
4. Meetings shall not be held during school hours or times which interfere with the bargaining unit member's professional and contractual duties.
5. Meetings shall be held for no longer than two (2) hours unless an extension is mutually agreed upon.

C. Scope of Bargaining

All matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement are subject to collective bargaining between the Board and the Association, except as otherwise specified in this section.

- D. Negotiations
Each party may have up to four (4) negotiation representatives. Neither party in any negotiation shall have any control over the election of the negotiation representative of the other party.
- E. Use of Consultants
One consultant and/or one observer for each party may attend the negotiation sessions, at the expense of the inviting party.
- F. Power of Authority
While no final agreement shall be executed without ratification by the Association and the adoption by the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- G. Caucus
The spokesperson of either group may recess his/her group for independent caucus at any time. Each caucus will not exceed thirty (30) minutes, unless mutually agreed upon.
- H. News Release
While negotiations are in process, neither party will make any news release prior to impasse. Thereafter, any release prepared shall have a copy given to the other party.
- I. Interim Reports
Interim reports of progress may be made to the Association by its representatives and to the Board by its representatives.
- J. Censor
No reprisal of any kind will be taken by the Board or Association against any person because of his/her participation in the negotiations procedure.
- K. Information Exchange
Both parties agree to provide to the other requested information so long as the information sought is routinely prepared. At any time prior to and during negotiations, either party may request from the other such information as necessary to develop full and complete

proposals. Such information shall be provided within ten (10) working days.

L. Agreements

After both negotiation teams have reached tentative agreement on all items, the Association shall then have ten (10) days to ratify the agreement. The Board, after receiving written evidence of the Association's ratification, shall act upon the agreement as soon as possible, and not later than the next regular meeting of the Board.

M. Disagreements

Thirty (30) days prior to the expiration date of this Agreement, the parties will notify Federal Mediation and Conciliation Service (FMCS) of such negotiations. From that point (30 days prior), should an impasse occur, either party shall have the right to request the assistance of FMCS. The meetings shall continue until settlement is achieved or the mediator deems no further progress can be made. In the event that agreement is not reached, and no mutually agreed upon extension of the contract expiration date is agreed, then the Association shall have the right to proceed in accordance with Section 4117.14(D)(2) and Section 4117.18(C) of the Ohio Revised Code.

SECTION THREE - PROTOCOL

No action to coerce, censor, or penalize any negotiating team member shall be made or implied by any other person.

SECTION FOUR - CERTIFIED EMPLOYEES

Regular certified employees are those who are contracted to, and do work, on a regularly scheduled basis in a minimum of twenty (20) hours per week for all the weeks of the adopted school calendar remaining after their employment.

ARTICLE II

ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. The president of the Association or his/her designee shall have the right to visit all schools in the District for the purpose of carrying out Association business. Such visits shall not conflict with their normal duties. Visiting regulations must be followed.

- B. The Association may assist in the social orientation of the new members to the system. The Association may address the teachers at a mutually agreed upon time for up to one hour at the District's general meeting the first day of the school year. The Board shall make available the names and addresses of the new teachers no later than two weeks prior to the opening of school. Such information shall only be for the use of the Association.
- C. The Association shall be provided bulletin board space in the teachers' lounge in each school for the posting of notices and other materials relating to Association activities. The bulletin board space shall be identified with the name of the Association. The Association Building Representative has the responsibility of maintaining the bulletin board.
- D. Representatives of the Association shall be permitted to transact Association business on school property at reasonable times before and after school, during lunch, during planning and conference periods.
- E. The Association Building Representative or his/her designee may use individual school office equipment and audio-visual equipment when such equipment is not otherwise in use. Consumable materials shall be paid for by the Association; and also any repairs for broken equipment occurring during use by the Association.
- F. Upon request, the Association shall be provided a place on the agenda to address the Board at regular school board meetings.
- G. The Association may use teachers' mailboxes to distribute materials.
- H. The Association may use a school building for its official membership and executive committee meetings after hours and at a time and place that does not interfere with the normal and other scheduled use of such buildings. Arrangements shall be made with the building principal. No fees will be charged for such use.
- I. Copies of the Board's Policy Book will be distributed to the four (4) Association officers and shall also be available to all bargaining unit members on line.
- J. Right to Fair Share Fee
 - 1. Payroll Deduction of Fair Share Fee

After 2004, the Board shall deduct from the pay of newly hired members of the bargaining unit who elect not to become or to remain members of the River View Education Association, a fair share fee for the Association's representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

2. Notification of the Amount of Fair Share Fee
Notice of the amount of the annual fair share fee, which shall be 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about September 15 of each year during the term of this contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.
3. Schedule of Fair Share Fee Deductions
 - a. All Fair Share Fee Payors
Payroll deduction of such fair share fees shall begin at the second payroll period in January except that no fair share fee deductions shall be made for bargaining unit members employed after December 31 until the second paycheck, which period shall be the required probationary period of newly-employed bargaining unit members.
 - b. Upon Termination of Membership During the Membership Year
The treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

4. Transmittal of Deductions
The Board further agrees to accompany each transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.
5. Procedure for Rebate
The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitution of the United States and the State of Ohio.
6. Entitlement to Rebate
Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.
7. Religious Exemption
Any exemptions made to this procedure because of a bonafide religious belief shall be made pursuant to the Ohio Revised Code 4117.09(C).
8. Indemnification of Employer
The Association on behalf of itself and the OEA and NEA agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:
 - a. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;
 - b. The Association shall reserve the right to designate counsel to represent and defend the employer;

- c. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;
- d. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

ARTICLE III
INDIVIDUAL RIGHTS

- A. The Board of Education subscribes to individual rights guaranteed by Federal and State Constitutions and intends to follow all appropriate statutes in this regard.
- B. The Board encourages the participation in civic organizations and professional associations insofar as such activity does not infringe upon the teaching responsibilities of the individual.
- C. Members of the instructional staff will not be subject to reprisal or discipline for the exercising of constitutional rights of political involvement.
- D. Extracurricular supplemental contract acceptance shall be on a voluntary basis.
- E. The Board recognizes that the personal life of a teacher is private; a teacher's conduct outside the school environment will not be subject to scrutiny, nor will renewed employment be in jeopardy unless the teacher's conduct is hostile to the welfare of the community as determined after due process consideration.
- F. Teachers are to use social networking in a professional manner that does not jeopardize relationships with students, parents, or other staff members. It is understood that using this medium to criticize

administration and Board of Education decisions or actions in unacceptable and inappropriate.

- G. The Board further agrees that teachers may wear insignia, pins, or other identification of membership in the Association or other civic or professional organizations on school premises.
- H. The Board provides the right to due process to all teachers.

ARTICLE IV GRIEVANCE PROCEDURE

SECTION ONE - GRIEVANCE POLICY

The Board of Education recognizes that in the interest of effective personnel management, a procedure is necessary whereby its teachers can be assured of a hearing on their grievances. Such procedures shall be available to all teachers and no reprisal of any kind shall be taken against any teacher initiating or participating in the grievance procedure.

SECTION TWO - PURPOSE AND OBJECTIVES

The primary purpose of this procedure shall be to obtain at the lowest administrative level and in the shortest period of time, equitable solutions to grievances which may arise from time to time.

SECTION THREE - GRIEVANCE DEFINED

A grievance is an alleged violation, misinterpretation, or misapplication of the negotiated agreement.

SECTION FOUR - GENERAL PROVISIONS

- A. An individual grievance shall be initiated by the person aggrieved.
- B. A group grievance may be initiated by the Association on an alleged violation that affects two or more teachers.
- C. An alleged violation shall be first discussed informally with the appropriate administrator prior to initiation of the grievance procedure.
- D. A grievance shall be reduced to writing and include:
 - 1. The alleged violation (state the Article and Section of the contract);
 - 2. Relief sought; and,
 - 3. Date of initiating procedure.

- E. The Association shall be available to assist any teacher in preparing the proper and complete information necessary to expedite the procedure.
- F. The teacher and/or administrator has the right to be represented by a representative or counsel of his/her choice. However, no grievance will be adjusted without an Association representative in attendance.

Upon receiving a written grievance, the administrator will notify the Association through the Association president.

- G. No grievance will be submitted to arbitration without consent of the Association.
- H. Time limits shall be considered as maximum, unless otherwise extended by mutual written agreement of the parties involved.
- I. Failure of the aggrieved to proceed within the specified time limits to the next level of the procedure shall mean the grievance has been resolved by the recommendations stated in the previous level.
- J. Failure of the administration to respond in the time limits stated shall mean the relief as stated in the previous level of proceedings shall be implemented. The stated time limits may be extended by mutual consent.
- K. A grievance may be initiated at Level II when it has been determined by the building principal that the subject is not within his/her realm of responsibility or control.
- L. Resolution of a grievance at any level shall apply to the stated grievance and shall in no way infringe on the statutory obligations of the Board.
- M. Nothing contained in this procedure shall be construed as limiting the individual rights of a teacher having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication.
- N. Nothing contained in this procedure shall be construed as limiting the rights of a teacher from using other professional or legal rights in resolving a complaint or problem.

- O. A day referred to in this agreement shall be determined to be a scheduled school day. In summer, days shall be days on which the Board offices are normally open for business.
- P. A grievance may be withdrawn at any level without prejudice or record.
- Q. No record, document, or communication concerning a grievance shall be placed in the personnel file of any participants involved in the procedure herein described. A separate file shall be maintained.
- R. Failure of a bargaining unit member to file a grievance shall not establish a past practice precluding such member or any other member from filing a grievance in the future.

SECTION FIVE - PROCEDURE

A. LEVEL I - Administration

A copy of the written grievance shall be submitted to the aggrieved's immediate administrator within thirty (30) days of when he knew or should have known of the alleged violation.

A meeting shall be mutually agreed upon between the aggrieved and the administrator within five (5) days of the filing of the grievance.

Either the aggrieved or the administrator may have present such people who may provide information related to the grievance. Discussion at this meeting shall be confined to the issues as stated in the grievance and the relief sought.

Within five (5) days of the meeting, the administrator shall provide the aggrieved with a written response stating his/her position and suggestions for resolution of the grievance.

B. LEVEL II - Superintendent

If the aggrieved is not satisfied with the suggestion for resolution received in Level I, he/she may within five (5) days of receipt of such written response, submit his/her written grievance to the Superintendent and request a meeting to discuss the grievance.

The meeting shall be within five (5) days of the request. The meeting shall be conducted in a manner as stated in Level I.

Within five (5) days of the meeting, the Superintendent shall provide the aggrieved with a written response stating his/her position and suggestion for resolution of the grievance.

C. LEVEL III - Board of Education

If the aggrieved is not satisfied with the resolution received at Level II-Superintendent, he/she may within five (5) days of receipt of such written response, submit his/her written grievance to the Board of

Education through the Superintendent and request a meeting to discuss the grievance. The meeting shall be within ten (10) days of the request.

The meeting shall be conducted in a manner as stated in Level I and in keeping with the general provisions of this article.

D. LEVEL IV - Arbitration

If the grievant is not satisfied with the Board's decision on the grievance, and the Association concurs, he/she shall be allowed ten (10) days to file a written appeal with the Board. Arrangements shall be made between the Board and the grievant to select an arbitrator within ten (10) days of receipt of the appeal.

The arbitrator shall be chosen using the Voluntary Labor Arbitration Rules of the American Arbitration Association. A recommendation shall be rendered as soon as possible by the arbitrator and that recommendation shall be advisory to the Board of Education. The Board of Education shall act upon the recommendation at its next regular meeting or by a date mutually decided upon by the parties. The cost of the arbitrator shall be shared equally by both parties.

The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this collective bargaining contract, nor add to, detract from or modify the language therein in arriving at his decision concerning any issue presented that is proper within the limitations expressed herein. The arbitrator shall have no authority to rule contrary to the law of the State of Ohio or to decide issues not submitted to arbitration.

**ARTICLE V
CONTRACTS**

The Board shall provide each teacher individually written contracts in keeping with the provisions of the Ohio Revised Code and Board-adopted policies. The provisions of such written contracts shall be enumerated in the subsection of this policy.

- A. Any agreement to act as supervisor for extra-curricular activities for which additional compensation is to be paid shall be by supplemental contract.
- B. Any teacher presently under contract will have the same teaching assignment; building, grade level, classes, for the following year unless notified in writing prior to August 1, by the building principal if within the building and by the Superintendent if changing the building

assignment. Any changes in teaching assignment after August 1 shall follow the Involuntary Transfer Policy. Persons involved will be consulted before changes are made to his/her assignment.

- C. In consideration of the services rendered by the teacher, the Board of Education agrees to pay said teacher a base annual salary as prescribed by the salary schedule of the school District, according to degree and years experience, whether existing or hereafter adopted. The initial compensation to be paid under a contract shall be according to the existing salary schedule and that amount shall appear on the contract.
- D. Teachers shall be employed pursuant to a work year of not more than 184 days.
- E. In performing his/her professional duties, the teacher agrees to abide by and maintain the applicable laws and existing rules and regulations of the Board of Education.
- F. Each teacher, before signing a contract, shall have been notified by the treasurer of Section 3307.58 of the Revised Code of his/her duties and obligations pertaining to the State Teachers Retirement System as a condition of his/her employment.
- G. The president and treasurer of the Board of Education, by affixing their signatures to a contract, present that all necessary implementing resolutions have been adopted by the Board and that a copy of the Board's existing rules and regulations affecting the performance of professional duties have been made available to the teachers, on or before the first day of school.
- H. Teachers will be granted tenure according to the Ohio Revised Code, except that it shall be the responsibility of the bargaining unit member to inform the Superintendent in writing of his/her eligibility and desire for a continuing contract at least three (3) months prior to reaching such eligibility.
- I. Teachers who have not obtained tenure in another Ohio school District may be offered any contract from the sequence of limited contracts. After the successful completion of this contract, such teacher will be eligible for the next step on the sequence of limited contracts.

SEQUENCE OF LIMITED CONTRACTS:

Upon initial employment -----	One Year
Second Contract-----	Two Year
Third Contract -----	Three Year
Fourth Contract -----	Five Year

All contracts after the five year contract will be five year contracts until the teacher is eligible for a continuing contract. However, the Board may issue a one year probationary contract at the end of any limited contract if the teacher received an unsatisfactory evaluation from the evaluations procedure during their current contract. Upon successful completion of the probationary contract, the teacher shall be issued the next contract from the sequence of limited contracts as if the probationary contract had never been issued.

- J. All teachers hired shall be granted their accumulated years experience up to ten (10) years, and may be granted up to full experience, on the salary schedule which is in effect at the time their contract begins.

ARTICLE VI
TEACHER EVALUATION PROCEDURE

The following procedure shall be used for the purpose of evaluating the teachers of the River View Local School District.

A. Purpose

The major purpose of evaluation shall be for the following:

1. To improve the quality of the educational program of the District.
2. To improve the competency of teachers.

B. Procedures

1. Teachers will be evaluated in accordance with ORC 3319.111.
2. The term "evaluation procedures" as used in ORC 3319.111 shall mean the evaluation procedures attached here as Appendix 11.
3. Teachers on continuing contracts may request to be observed once every four (4) years after obtaining tenure in the District.

C. Evaluation Committee

The Association and the Board agree to a joint Evaluation Development Committee for the purpose of creating the Evaluation Framework, procedure and process for the evaluation of certified employees.

1. Composition
 - a. The committee shall be comprised of, up to six (6) members appointed by the Association president and, up to six (6) members appointed by the Board or its designee. In addition, each party may appoint up to one (1) ad hoc non-voting member to assist and/or attend committee meetings.
 - b. Except for administrators and members of the Board of Education, all committee members shall serve staggered terms of not more than three (3) years. All committee members may be re-appointed at the end of their term.
 - c. Committee members shall be representatives of elementary, secondary, and specialty areas within the District.

2. Operational Procedures
 - a. The committee shall be chaired jointly by a committee member from the Association and a committee member from the Board.
 - b. Members of the committee will receive training as needed in the state adopted Evaluation Framework model.
 - c. The committee will establish by mutual agreement a meeting calendar and timeline for work completion.
 - d. Committee agendas will be developed jointly by the co-chairpersons of the committee.
 - e. At the initial committee meeting, the committee will develop the ground rules by which the committee will operate. These ground rules will be reviewed annually.
 - f. At each committee meeting, the group will select an individual to act as the official recorder of the minutes for that meeting.
 - g. Members of the committee may receive release time for committee work and training.
 - h. Minutes of meetings will be distributed to committee members, Association President and District Superintendent within five (5) work days following meetings of the committee.
 - i. The committee may establish sub-committees to assist with their work.
 - j. Sub-committees will be jointly appointed by the Superintendent/designee and the Association President/designee.
 - k. The committee may recommend contracting consultant(s) (examples are, but not limited to, educational consultants,

- software consultants, credentialing trainers, etc.) as is deemed appropriate. Such recommendations must be authorized by the Superintendent, and the cost, if any, shall be the responsibility of the Board.
- I. The committee shall recommend an evaluation model to the Board and the Association.
3. Compensation
 - a. Any committee work required outside of the work day, will be paid through RttT and TIF grant funds at the rate of no less than twenty-five dollars (\$25.00) per meeting and no more than fifty dollars (\$50.00) per meeting per participant. In the event that the RttT and TIF grant funds are depleted, established rate.
 4. Secretarial Support
 - a. The District will provide secretarial support and assistance to the committee. Responsibilities may include: copying, committee notification, communications, distribution of materials, and other duties as needed.
 5. Committee Authority
 - a. The Evaluation Committee is responsible to jointly develop the policy and procedure for teacher evaluation which shall then be submitted to the Board and the Association for approval which shall include a ratification vote by members of the Association and the Board.
 - b. In the event both parties do not mutually agree through ratification, the evaluation policy and procedure shall not be implemented with the exception of the Ohio Department of Education required procedures and framework, and TIF requirements.

ARTICLE VII REPRIMAND PROCEDURE

- A. When in the judgment of the Superintendent or an administrator a reprimand of a teacher is warranted, the reprimand shall be done verbally within five (5) working days of becoming aware of the occurrence. The reprimand will not be in the presence of another

teacher, student, parent, or noncertificated employee unless the health and safety of a person or property is endangered. Either the teacher or administrator may have a representative present.

- B. If the violation is repetitive, or in the judgment of the immediate supervisor or Superintendent is serious, a written reprimand shall be given within ten (10) days after the incident giving rise to the reprimand. Prior to writing a reprimand, a hearing shall be held with the teacher and his/her representative and the administrator and/or his/her representative. Both parties shall sign that the reprimand has been received. The reprimand shall be placed in the teacher's personnel file. A statement by the teacher may be attached to the reprimand within fifteen (15) working days after the hearing. If serious enough, further disciplinary action can be taken by the administrator in accordance with Section 3319.16 of the Ohio Revised Code.

ARTICLE VIII NONRENEWAL AND TERMINATION

SECTION ONE - TERMINATION OF CONTRACT

- A. Termination of a teacher's contract shall be according to Section 3319.16 and related provisions of the Ohio Revised Code and not subject to the grievance procedure.
- B. Prior warning shall be made in writing to the teacher by the administration before recommending dismissal to the Board for termination of contracts.

SECTION TWO - NONRENEWAL OF LIMITED CONTRACTS

- A. Nonrenewal of a limited contract shall be in accordance with provisions of Section 3319.11 of the Ohio Revised Code.
- B. Nonrenewal of a limited contract shall be due to a teacher's lack of ability or low degree of professional competency as determined by formal evaluation or other documentation in the personnel file, or other good and just cause.

ARTICLE IX REDUCTION IN FORCE

In the event that the Board of Education determines that a reduction of teachers becomes necessary due to a decline in student enrollment,

return to duty of regular teachers after leave of absence, suspension of schools, territorial changes, or lack of funds, this reduction will be in keeping with the provisions of this article.

A. Teachers who leave the system through retirement, resignation, nonrenewal for performance reasons or for other cause will not be replaced by new teachers, insofar as program needs and good educational practice make it possible to do so.

B. Additional reductions will be achieved in accordance with the suspension of contract procedures set forth in Section 3319.17, Ohio Revised Code. Contracts will be suspended by areas of certification as determined by the Board. When this procedure is followed for a reduction in force and contracts are suspended, preference will be given first to teachers who have continuing contracts over those holding limited contracts, and second to teachers with comparable evaluations who have greater seniority. Teachers whose contracts are suspended will have the right of restoration of service in the order of seniority of service if and when teaching positions become vacant or are created for which any such teachers are certified.

C. Teacher Seniority

1. *Seniority*

Bargaining unit members with longer continuous certified service, under regular contract, in the River View School System will be retained in preference to those with less continuous employment certificated to teach in the same field, provided they have comparable evaluations as follows:

- a. Once the District implements its evaluation system under House Bill 153, employees shall be rated on each evaluation they receive as either "ineffective", "developing", "proficient" or "accomplished".
- b. There shall be four (4) categories of comparable evaluations (Category 1, Category 2, Category 3 and Category 4) in which employees shall be placed based upon the evaluation rating they receive for their three (3) most recent evaluations.
- c. Employees evaluated as "ineffective" for two (2) out of their last three (3) evaluations shall be placed in Category 4.
- d. Employees evaluated as "developing" for two (2) out of their last three (3) evaluations shall be placed in Category 3.

- e. Employees evaluated as "proficient" for two (2) out of their last three (3) evaluations shall be placed in Category 2.
 - f. Employees evaluated as "accomplished" for two (2) out of their last three (3) evaluations shall be placed in Category 1.
 - g. Employees who receive a different evaluation rating in each of their last three (3) evaluations shall be placed in the middle category – i.e., an employee who received a rating in Categories 3, 1 and 2 respectively in their last three (3) evaluations shall be placed in the category in the middle which is two (2).
 - h. Employees shall then be separated on a seniority list as follows:
 - 1) First, by contract status (Continuing vs. Limited).
 - 2) Next, by areas of certification/licensure.
 - 3) Next, by evaluation Categories 1 through 4.
 - 4) And finally, by dates of hire within the 4 categories beginning with the oldest date in descending order to the most recent date of hire.
 - i. Beginning in 2013, and each year thereafter, the District shall provide by September 30th via e-mail to the River View EA President, a seniority list of all bargaining unit members which shows their contract status, areas of certification/licensure, placement in Categories 1 through 4, and their dates of hire.
 - j. Thirty (30) days prior to the Board implementing a reduction in force, it shall provide via e-mail to the River View EA President, an updated seniority list in accordance with Section h., above.
2. *Measuring Length of Service*
Seniority will be defined as length of continuous certificated service under regular contract in the River View School District.
3. *Length of Contract*
Where two or more teachers have the same contract status and seniority as determined above, the length of service shall be determined as the basis of:
- a. Length of total certificated service under regular contract to the District;
 - b. Date of initial interview;
 - c. Date of original application prior to hiring.

D. Restoration

1. All teachers on layoff shall be offered reemployment in reverse order of reduction when openings for which they have the necessary certification occur.
2. Laid off teachers shall remain on the seniority list for a period of twenty-six months beginning June 1 of the year of the layoff.
3. Notice of recall shall be by registered mail to the last address given to the Board by the teacher. The teacher is obligated to keep the District Superintendent advised in writing of a telephone number and mailing address where he/she can be reached. The teacher must respond within ten calendar days of receipt of notification of recall to work.
4. A laid off teacher on the recall list who refuses a full time assignment for which he/she is qualified shall waive all future recall rights.
5. In absence of law to the contrary, teaching field shall refer to certification area.
6. The teacher will return to the same contract status.

E. Right to Displace Less Senior Teacher

1. A teacher who is notified that he/she is to be laid off will have the right to displace any less senior teacher whose work he/she is certificated and/or licensed to perform.

Written notice to exercise this right must be made to the Superintendent within ten (10) calendar days after a teacher is notified that he/she is to be laid off.

2. Certification and licensure as used in Section E-1 above shall be defined as provisional, professional, or permanent grade certificates and licenses issued pursuant to Section 3319.22 to 3319.31, inclusive, Ohio Revised Code, or in accordance with standards, rules, regulations authorized by law.

ARTICLE X
TEACHING CONDITIONS AND ENVIRONMENT

SECTION ONE - TEACHING CONDITIONS

- A. The teacher workday shall not exceed seven hours and fifteen minutes, continuous in length, and will include thirty (30) minutes duty-free lunch period.
- B. Teachers employed under regular contract to perform regular duties shall be governed by, but not limited to, the following working conditions:
1. All senior and junior high school teachers, except guidance counselors, librarians, and nurses, shall be provided at least one period of at least forty (40) minutes during the students' normal school day for non-pupil contact activities. This time shall be used for planning and preparation or other activities relevant to their duties. One planning time per week will be designated staff collaboration time, except in those weeks with a predetermined, delayed school start.
 2. Elementary teachers shall be granted released time of at least two hundred (200) minutes per five day week. One planning time per week will be designated staff collaboration time, except in those weeks with a predetermined, delayed school start.
 3. Teachers will be granted released time when a duty schedule constructed by the principal does not request his/her services. Release time shall be for planning and preparation or other activities relative to carrying out their duties, and shall be granted.
 4. Travel time during the school day shall not be considered lunch or conference time. Teachers involved in travel required by the teacher's contract shall be reimbursed mileage as per Article XVI, Section Four. Travel to and from any building at the beginning or end of any school day shall not be considered as traveling teacher expense.
 5. Special classes shall not exceed, unless the teacher concurs, the number of students as directed by Federal or State regulations.
- C. Efforts shall be made to balance class size insofar as reasonable within the restrictions of District area, population, finances, building facilities available, and in the best interest of the school District as

determined by the Board of Education. The following objectives should be pursued:

1. Provide instructional materials for all students in reasonable quantities, in keeping with building budgets, to assure quality educational programs.
 2. No class shall exceed the number of desks or training stations available for the number of students assigned at any one time.
 3. Assignment of secondary teachers should be so arranged that no one teacher has more than three lesson preparations per day during any one semester.
 4. Except in cases of emergency, if a teacher has four lesson preparations, every reasonable effort will be made to assure that the teacher shall not be assigned extra duties.
 5. Special classes shall not exceed, unless the teacher concurs, the number of students as directed by Federal or State regulations.
- D. The Board of Education recognizes that the classroom physical condition is important to the learning process and will continue to strive for a clean, pleasant classroom environment.
- E. When a request is made by a teacher to the principal that a student requires the attention of a counselor, pupil personnel service employee, physician, or other specialist, the principal will arrange as soon as possible for a conference among himself/herself, the teacher, and the specialist to discuss the problem and to decide upon appropriate steps for its resolution.
- F. Section 3319.41, R.C., provides that within the scope of employment, a teacher may use force and restraint as is reasonable and necessary to quell a disturbance threatening physical injury to others, or to obtain possession of dangerous objects or weapons within the control of the pupil for the purpose of self defense or for the protection of persons or property.

Teachers will immediately report all such instances, as well as any cases of assault on themselves in connection with their employment, to their principal or immediate supervisor in writing, if requested, giving in detail the circumstances thereof.

The individual teacher must assume the primary responsibility for discipline in the classroom. Administrative support and assistance will be provided.

- G. Teachers shall be required to attend the following meetings beyond the seven hour and fifteen minute days:
 - 1. Emergency general staff meetings may be called by the Superintendent during any school year.
 - 2. A total of nine building meetings involving the entire staff may be called by the principal during any school year. Additional meetings may be called with voluntary attendance.
 - 3. No meeting shall exceed more than one hour in length.
 - 4. Teachers shall be required to attend one "Open House".

H. Lesson Plans

All teachers are expected to have prepared lesson plans. The purpose of these lesson plans is first to provide the teacher with a convenient systematic way of organizing and planning the classroom work, and secondly to provide an adequate guide for the substitute who may be called in to take over the class.

Teachers will be provided with a written guideline for preparing lesson plans the first building meeting of the school year, or upon employment. Teachers shall maintain lesson plans, and have lesson plans prepared by the beginning of the first school day of the week for that school week.

These plan books are subject to review upon the request of administrative staff at any time.

If in the event a teacher is absent and the plans are not available or deemed inadequate, a written notice shall be placed in the teacher's personnel file and a copy of the notice will be given to the teacher.

A violation may result in an official written reprimand following the reprimand procedure, Article VII.

SECTION TWO - TEACHING ENVIRONMENT

- A. The Board of Education recognizes that the physical environment is important in fostering a learning climate and intends to continue its

efforts to provide such environment in meeting the standards of the Ohio Department of Education.

- B. The building principal shall annually accept requests from teachers for supplies, materials, and equipment for the following year. The lists shall be approved and filled as the funds are available.
- C. A designated faculty lounge is provided in each building as well as restroom, storage space, and work area where feasible. Authorization will be given by the Superintendent for refrigerator and pop machine in each teachers' lounge.

Teachers will not be interrupted while instructing or on assigned duties for phone messages, unless an emergency situation exists. Teachers making long distance calls for school business will notify the building principal. Teachers who make personal long distance calls must use their own phone card or credit card.

- D. Parking space, when possible, will be provided at each building.
- E. Teachers shall cooperate in good housekeeping practices in the above facilities at all times.

ARTICLE XI PERSONNEL FILES

- A. There shall be one personnel file for each member of the bargaining unit. Such file will be housed at the administrative offices of the River View School District.
- B. The contents of the personnel file shall be limited to items relating to work performance, discipline and routine financial or personnel data. No items shall be placed in the personnel file of any bargaining unit member until that member has an opportunity to view the item and receive a signed copy.
- C. No anonymous, misleading, inaccurate or invalid documents may be placed in the personnel file. The bargaining unit member and his/her RVEA representative shall be provided access to the personnel file during normal business hours.

- D. Any reprimands or other disciplinary material shall be automatically removed from the teacher's personnel file on the third anniversary of placement in the file if no other reprimand or disciplinary material has been placed in the employee's file in the intervening time, upon written request by the employee.

ARTICLE XII
COMPLAINTS AGAINST TEACHERS

- A. When a complaint is made to the Board or any of its members or school administrators by a person concerning a teacher's conduct or other activities that relate to the teacher's employment duties, the teacher shall be informed of the standard concern by the appropriate administrator. The appropriate administrator and teacher shall attempt to resolve the concern with the complainant.
- B. If a parental complaint is received by a board member, the person making the complaint will be requested to direct the complaint to the bargaining unit member's building principal or assistant principal.
- C. Should the person still not be satisfied and bring the concern to the Superintendent and/or the Board, the teacher shall be so informed and have the right to provide the Board with information concerning the issue, in Executive Session and with rights of representation and due process.
- D. In no case shall such a complaint be grounds for action or reprimand, or discipline, against a teacher without the teacher having prior notice that would allow a reasonable period of time for the teacher to attempt to resolve the concern or be provided a hearing with representation, if requested, or provide information on the issue to the administration. Anonymous complaints shall not be used for any reason to reprimand or discipline a teacher.

ARTICLE XIII
TEACHER RESIGNATIONS

Teachers may resign prior to July 11 of any year and make the effective date of the resignation as late as the day prior to the first day teachers are required to work for the ensuing school year. All resignation requests must be submitted in writing to the Superintendent.

ARTICLE XIV
VACANCIES, TRANSFERS AND/OR PROMOTIONS

SECTION ONE - VOLUNTARY TRANSFER
AND/OR PROMOTIONS

- A. The assignment and reassignment of teachers is the responsibility of the Superintendent. The assignment and reassignment will be made in terms of his judgment for the best interest of the school District, using the same criteria as normally practiced in the hiring of personnel.

- B. The Superintendent agrees that when any vacant permanent position is to be filled, first consideration shall be given to those teachers who have filed letters in accordance with Section Two below. Vacant positions shall be posted during the school calendar year through e-mail to bargaining unit members, and on the District website. Vacancies shall be posted for two days, and teachers will have two days in which to file an application. All non-coaching supplemental positions listed in the Appendix titled EXTRA DUTY INDEX SCHEDULE FOR OTHER shall be posted through e-mail to bargaining unit members and on the District website during the month of March. During the month of August, vacancies will also be posted on the payroll newsletter. For the purpose of this Article, vacancy includes all certified positions, e.g., supplementals, teaching assignments that are to be filled. Vacancies shall also be forwarded to the president and president-elect of the Association when vacancies occur after the last newsletter.
 1. A teacher who requests a transfer and is denied may request and be granted either oral or written reasons for the request not being granted.

 2. A teacher desiring a transfer shall:
 - a. file a letter of intent with the Superintendent stating the desire for a transfer;
 - b. copy the letter of intent to the principal of the building to which the teacher is assigned;
 - c. copy the letter to the principal of the building to which the teacher desires to transfer.

 3. A teacher who requests a transfer and is denied may request and be granted either oral or written reasons for the request not being granted.

**SECTION TWO - INVOLUNTARY TRANSFERS
AND/OR REASSIGNMENT**

- A. An involuntary transfer or reassignment after August 1 to be effective during the current school year will be made only after a meeting between the teacher involved and the Superintendent. The teacher may at his/her option have a representative of his/her choice to be present at such meeting. Any reassignment made pursuant to this policy shall be in the best interests of the school District. If the teacher involved is not available for said meeting within ten (10) days, the transfer will take place with notification of said transfer by registered mail.
1. Any teacher who is involuntarily transferred shall be granted either oral or written reasons upon request.
- B. A teacher being involuntarily transferred or reassigned will be placed only in a position for which such a teacher is certified.

SECTION THREE - PROMOTIONS

- A. The Board declares its general support of a policy of filling vacancies, including vacancies in administrative and supervisory positions, from within its own teaching staff; provided, however, nothing herein shall preclude the Board from determining that the interests of the school system can best be served by actively seeking candidates outside the District.
- B. Whenever a vacancy arises or is anticipated, the Superintendent shall promptly cause to be posted a notice that complies with Article XIV, A - Voluntary Transfers, for no less than five (5) work days before the position is filled. Vacancies shall be filled on the basis of the experience, competency and qualifications of the applicant, length of service in the District, and other relevant factors.

Any new positions, including supervisory positions, shall be posted. It is understood that nothing in A or B precludes the Board from making the final decision.

ARTICLE XV
LEAVE PROVISIONS

SECTION ONE - SABBATICAL LEAVE

The River View School District will consider requests for sabbatical leave according to the provisions herein stated and according to the provisions of the Ohio Revised Code, Section 3319.131.

A teacher, upon written request to the Board, may be granted a sabbatical leave with part pay for up to one school year. The grounds for refusal of a sabbatical in River View School District shall be the filing of an insufficient plan of professional improvement as determined by the Superintendent and the Board; financial; lack of suitable replacement as determined by the Superintendent; and for other just cause as determined by the Board. If the Board does not grant a requested sabbatical leave, reasons will be given to the teacher in writing for such action.

- A. A teacher shall have had five (5) years educational experience in the River View Local School District.
- B. A plan of professional improvement that must be beneficial to the River View School District in their position shall be submitted for the period of the requested sabbatical leave.
- C. The part salary shall be the difference between the teacher's regular salary and the salary of a substitute.
- D. All fringe benefits shall continue during the sabbatical leave.
- E. No more than five percent (5%) of the teachers may be granted sabbatical leave at one time.
- F. Additional sabbaticals shall be made available to teachers after completion of five (5) additional years' teaching experience.
- G. Teacher returning from sabbatical shall be returned to the same assignment or equivalent position held prior to such leave.
- H. A teacher on sabbatical leave must return to the River View Local School District for at least one year or repay all salary and fringe benefits received during the sabbatical leave.

- I. Teachers must apply for the sabbatical leave by May 1 for the ensuing school year, and this request must be acted upon no later than the June Board meeting.

SECTION TWO - PROFESSIONAL LEAVE

- A. Teachers may be granted professional leave to attend meetings, conferences, clinics, make curriculum visitations, serve on accrediting teams, or for similar reasons, providing the leave is related to their teaching field. Professional leave also includes attendance at meetings, conferences, or clinics related to a teacher's supplemental contract.
- B. A written request for professional leave shall be made in advance to the building principal. The request shall include the date, purpose, and estimated expenses. The request should be submitted ten (10) days prior to the first day of the leave.
- C. Approved leave shall be with pay.
- D. Expense reimbursement shall be on the following basis:
 1. Registration fee - actual cost.
 2. The reimbursement for lodging not to exceed \$85 per day with receipt required.
 3. Meals - not to exceed \$20.00 per day, with receipt required. Such reimbursement shall only be made for meals not provided as part of the registration costs.
 4. Travel:
 - a. mileage as per Article XVI, Section Four, if vehicle used. On a day when classes are being held, mileage shall be calculated and paid beginning from home or from school whichever is less to the destination. On a day when classes are not being held mileage shall be calculated and paid beginning from home to the destination.
 - b. actual cost if public carrier is used.
 - c. car pooling is strongly encouraged but not required.
 - d. school vehicles will be provided when feasible.
 5. Parking fees will be paid upon submission of receipts, not to exceed \$15.00 per day.
 6. All receipts submitted for reimbursement must be for the individual and must be submitted within fifteen (15) working days of the professional leave.

- E. Building principals must submit all requests with their recommendation to the Superintendent, who has the final decision, in time to be approved before the date of attendance.
- F. Expenses which are incurred for athletic activity will be repaid by the Athletic Department. The Athletic Department will have the final approval of these expenses.
- G. The number of professional leave days granted during school will not exceed two (2) for each supplemental-related duty, up to a maximum of four (4); and two (2) days for classroom-related duties.
- H. A professional leave summary form shall be submitted to the principal within ten (10) days after returning from professional leave.

SECTION THREE - SICK LEAVE

Teachers of the River View Local School District shall be authorized sick leave in keeping with provisions of the Ohio Revised Code.

Teachers shall accrue sick leave at the rate of 1 1/4 days per month while under contract with the Board of Education for a maximum of fifteen (15) days per year.

A teacher new to the District may transfer sick leave previously accumulated elsewhere upon verification of such accumulation from the proper public agency pursuant to Section 132.19 of the Ohio Revised Code.

Part-time teachers regularly appointed to specific positions by the Board of Education shall be granted proportionate sick leave benefits.

Unused sick leave may be accumulated up to the maximum of 210 days.

Upon beginning the duties of teaching, teachers new to the District shall be granted five (5) days of sick leave, but the maximum annual accumulation shall be fifteen (15) days.

A. Use of Sick Leave

Teachers may use sick leave for the absence due to illness, or illness related to pregnancy, injury, exposure to contagious disease which could be communicated to other teachers or pupils, and immediate family defined as: father, mother, brother, sister, spouse, children,

grandmother, grandfather, aunts, uncles, or close relatives, close personal friend, persons whose regular residence is the home of the teacher, and respective in-laws.

1. For personal illness or injury or pregnancy or exposure to contagious disease, teachers may use the total accumulated sick leave. Dental appointments, appointments for vision, and other similar type appointments which cannot be scheduled outside of the normal school day, are included in interpretation of illness or injury for sick leave purposes.
2. For illness, injury, or exposure to contagious disease of children or spouse living in the home, teachers may use their total accumulated sick leave.
3. For serious illness in the teacher's immediate family other than A.2. above, the teacher may use total accumulated sick leave. Serious illness must be defined by the attending physician as serious enough to warrant the staff member's presence.
4. **Death in the Employee's Immediate Family**
Leave under normal circumstances shall be limited to three days per death. Additional days may be granted by the Superintendent upon the application of the teacher for such consideration based upon unusual warranted circumstances.

B. Procedure

Notification for professional medical appointments and routine appointments shall be given by the teacher to the building principal or their designee at least twenty-four (24) hours prior to such leave, except in an emergency.

While it is preferred that appointments be scheduled outside of the school day if possible, the teacher should secure their own classroom coverage if the appointment requires a partial day absence during the school day.

C. Worker's Compensation

If the absence of a teacher is due to an accident or injury to a teacher which is compensable under the rules governing Worker's Compensation, it shall be the duty of the teacher to apply for such compensation.

D. Length of Sick Leave

If absences due to personal illness exceed five (5) consecutive days during which the teacher would normally be on duty, the Board of Education shall have the authority to request a "Physician's Certificate" to be completed and presented to the building principal and hence forwarded to the treasurer.

E. Misuse or falsification of sick leave is grounds for termination or reprimand by law, §3319.16.

F. When in the judgment of a bargaining unit member's physician the employee will exhaust all of his/her accumulated sick leave for the remainder of the school year due to catastrophic illness or injury and additional days are still needed, then he/she may request through the Association that additional days be transferred from the sick leave bank. The sick leave bank shall be governed by a Sick Leave Bank Committee consisting of four (4) individuals. Two (2) of the committee members shall be appointed by the River View Education Association President and the other two (2) shall be appointed by the Superintendent. All granting of sick leave days must be approved by a majority vote of the Sick Leave Bank Committee.

The treasurer shall announce an opportunity to participate in the Sick Leave Bank by asking bargaining unit members to donate 2 days to build a Sick Leave Bank. Each bargaining unit member will have the opportunity to initially donate 2 days for the purpose of building the bank by the last payroll of September.

1. If the sick leave bank balance falls below 30 days, the treasurer will solicit donations of additional days.
2. All donations will be deducted from regular sick leave.
3. Bargaining unit members to whom days are given must personally have the catastrophic illness or injury, or to care for a parent, child, stepchild, or spouse with a catastrophic illness or injury.
4. It cannot be used if the bargaining unit member has applied for disability retirement;
5. No more days can be given than needed by the bargaining unit member to serve out the regular school year. Members can only draw from the sick leave bank one time in a school year (July 1st – June 30th), with a 120 day total lifetime maximum.

6. The bargaining unit member must exhaust his/her own sick leave first.
 7. The bargaining unit member who is using donated sick leave will not earn additional sick leave while receiving the donated leave days.
 8. A bargaining unit member's donation of sick leave to the sick leave bank shall not count as use of sick leave for the purposes of calculating the non-use incentive payment in SECTION THREE, G, in this article.
- G. 1. Any bargaining unit member who does not use any sick leave and/or personal leave or days without pay during the school year shall be compensated \$200.00.
2. Any bargaining unit member who has no more than two (2) days of paid leave per school year and no days without pay (excluding Professional Leave) shall be compensated \$100.00.
 3. Payment shall be made with the second paycheck in June for that school year just concluded.

SECTION FOUR – PERSONAL LEAVE

- A. All full-time bargaining unit members shall be allowed three (3) days per year for personal leave. This leave of absence during each school year is without loss of salary in order to transact special business or to attend to affairs of a personal nature. Personal leave shall not be granted for less than one half (1/2) day units. Personal leave shall not normally be approved for two consecutive days, or for the day preceding or following a holiday or vacation period. Such days of absence shall not be deducted from the bargaining unit member's sick leave days. A written leave request form must be submitted by the staff member applying for personal leave approval.
- B. The leave form shall provide the following information:
1. Name and building of bargaining unit member.
 2. Day or days of leave requested.
 3. Signature of the bargaining unit member prefaced by the following statement: "I affirm that this leave is for use according to the Personal Leave Article XV in the RVEA Master Agreement and further agree that such leave is not to

be used for routine personal activities, rest and recreation, vacation, or for seeking or engaging in other gainful employment”.

- C. Application for personal leave should, except in case of emergency, be made to the immediate supervisor or administrative assistant at least forty-eight (48) hours prior to such leave.
- D. Typical reasons for personal leave include but are not limited to:
 - 1. Emergencies
 - a. Accidents in the family or accidents involving family property.
 - b. Court appearances as litigant or witness.
 - c. Weather conditions making it impossible to report for work.
 - 2. Obligations
 - a. Observance of religious holidays where total abstinence from work is required.
 - b. Attendance at graduation exercises or for a wedding in the immediate family.
 - c. Appointments to discuss personal legal matters.
 - d. Any adjustments in the initially approved school calendar which conflict with college scholarship work, to which enrollment was committed before the adjustment.
 - e. Death of a friend or other relative not considered as immediate family.
 - f. Personal business that cannot be handled any time other than during a normal school day.
 - g. Participate in an activity with spouse, child, or parent that occurs during the normal school day. This reason cannot be used on consecutive days without approval.
 - 3. Other Justifiable Reasons
 - a. Application for personal leave for other justifiable reasons shall be sent directly to the Superintendent.
 - b. The Superintendent and his/her designee may authorize justifiable personal leave for other justifiable reasons. The decision of the Superintendent or his/her designee shall be final.

SECTION FIVE - MATERNITY/PATERNITY LEAVE

A maternity leave of absence without pay may be granted to a teacher for the purpose of childbearing and/or child rearing as follows:

- A. A teacher who is pregnant may be entitled, upon request, to a leave of absence not to exceed one year. The ending dates of the total time of absence from work will be determined by the teacher and will correspond with the beginning or ending of a semester or grading period. She must notify the Board of these dates as far in advance as possible. She will include with such notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of her child, whichever is applicable. A teacher who is pregnant may continue in active employment as late into her pregnancy as she desires. All or any portion of a leave taken by a teacher because of her pregnancy, subsequent birth, or a medical disability connected with or resulting from her pregnancy may, at her option, be charged to her available sick leave. After the birth of the child, and upon the physician's release for return to work, the employee may use 12 weeks of unpaid leave with the Board covering the cost of the Health Insurance premium as provided in Article XVII-Fringe Benefit Program and as defined in the FMLA. The 12 weeks of unpaid leave shall be taken consecutively and will include the weeks that school is not in session. For all additional unpaid leave, the teacher may pay the premium for said health insurance as per Section Eight of this Article.
- B. A male teacher may be entitled, upon request, to a leave of absence without pay between the time of the birth of his child and one year thereafter. After the birth of the child, a teacher may have twelve (12) weeks of unpaid leave during which the Board of Education shall pay the premium for the health insurance of the individual and the family as provided in Article XVII-Fringe Benefit Program. For all additional unpaid leave, the teacher may pay the premium for said health insurance as per Section Eight of this Article.
- C. A teacher adopting an infant child, i.e., two years of age or less, may be entitled, upon request, to a leave to commence at any time during the first year after receiving de facto custody of said infant child, or prior to receiving such custody if necessary in order to fulfill the requirements for adoption. The leave of absence is not to exceed a total of one year.

SECTION SIX - CIVIC LEAVE

Work missed due to order of the court shall be regarded as Civic Leave, which shall be without loss of pay. If payment is received from being a juror, this amount shall be deducted from a day's pay.

If work is missed due to personal legal or court proceeding, such time shall be considered as personal leave and be limited to the personal leave policy.

SECTION SEVEN - MILITARY LEAVE

A teacher who is a member of the state militia or a reserve component of the Armed Forces of the United States may be absent from school while on military training or active duty without loss of pay as set forth in the Ohio Revised Code, Section 5923.05, for a period not to exceed thirty-one days in any one calendar year. Any days absent exceeding the thirty-one days in a calendar year shall be without pay, but shall be with all other benefits.

SECTION EIGHT - UNPAID LEAVE

A. A leave of absence is understood to mean a period of extended absence from duty by a teacher for which written request has been made and formal approval has been granted in writing and the reason stated for which it is requested, including the period of time. Purposes for which leave of absence may be granted are:

1. Illness/Injury;
2. Disability of a mental or physical nature;
3. Educational, military, or professional purposes.

B. Compensation

All leaves of absence are without pay. Insurance benefits may be continued by the teacher and paid directly to the treasurer.

C. Duration

A leave of absence shall not be for a period longer than one year. Such leave may be extended for an additional year.

D. Termination and Return to Former Status

The teacher on leave of absence desiring to return to regular service in the school should notify the Superintendent of schools of such intention. The teacher returning from a leave of absence is entitled to resume the contract status he/she held prior to such leave, but not necessarily the right to reoccupy the position which he/she held at the time the leave was granted.

A teacher on an unpaid leave of absence shall have his/her name carried on the roster of teachers.

A teacher returning from an unpaid leave of absence shall retain seniority rights and shall be placed on the appropriate step of the

salary schedule in keeping with other provisions of this agreement and related Board policies.

Leaves of absence do not increase years of experience or seniority.

Upon return from unpaid leave for items one or two, the teacher shall provide a statement from a qualified physician saying they are able to return to work.

SECTION NINE - ASSOCIATION LEAVE

The Association shall be granted six (6) paid days annual leave for representatives to attend professional business meetings. This leave is non-accumulative. The Board will pay the expense of the substitute. The Association will be responsible for the expenses of the representatives at such meetings.

SECTION TEN - ASSAULT LEAVE

A teacher who is absent due to a disability resulting from an assault upon said teacher, as a result of duty-related as opposed to personal dispute, while in required attendance at official school functions, approved field trips, during official visits to the student's home, or at any time or place if assault is connected with a school-related incident, and in the course of said teacher's contracted employment during his/her regular work year, will be granted twenty-five (25) days of assault leave. During such assault leave, said teacher shall be maintained on full pay status, including fringe benefits. The teacher will provide a statement from a licensed physician describing the nature of the disability causing absence and its duration.

Assault leave granted under this section shall not be charged against sick leave or personal leave.

A teacher who suffers injury from assault must apply for Worker's Compensation, and any benefits paid will be returned to the Board up to the amount of salary received from assault leave.

The Board will develop an assault form to be filled out by the teacher detailing the circumstances of the assault.

The teacher agrees to file criminal prosecution charges against the person or persons involved in the assault.

SECTION ELEVEN - LEADERSHIP: COSHOCTON COUNTY

If a member of the bargaining unit applies for and is accepted as a participant of the Leadership Coshocton County program of the

Coshocton Foundation, the River View Local Board of Education will provide leave with pay and necessary substitutes for one (1) day a month meetings and pay 1/2 of the initial application fee for one (1) bargaining unit member per school year contingent on the following:

- A. One of the days used shall be an employee's personal day. The use of personal leave shall not count as a day for incentive purposes.
- B. One of the days shall be one of the employee's professional days.
- C. Any bargaining unit member who applies for the program must notify the Superintendent. This does not imply that the Superintendent must approve the application.
- D. It is the Board's and the Association's position that participation in this program will be rotated among personnel at the elementary, junior high and high school levels (i.e., if the 1994-95 participant is from the junior high, the Association and Board will encourage the next year's applicants to be from the elementary and high school levels).
- E. The participant agrees to update the Board in writing or in person regarding the program.
- F. If more than one teacher per year applies for the program, the application dated the earliest shall be the one participant.

SECTION TWELVE - FAMILY AND MEDICAL LEAVE ACT

The Board and the Association and bargaining unit members shall have all rights and responsibilities provided in the Family and Medical Leave Act of 1993 without the necessity of any further negotiations. It is not the intent of the parties by reaching this Agreement in this Section to add to or delete from this contract any rights given the Board or the Association and bargaining unit members.

In order to be eligible for FMLA, staff must inform the River View Board of Education, via the Treasurer's office, and complete mandatory paperwork. Information regarding federally accepted guidelines and stipulations may be secured through the Treasurer's office.

ARTICLE XVI
SALARY AND PAYROLL DEDUCTIONS

SECTION ONE - SALARY

- A. The salary schedule shall contain the following divisions: Baccalaureate, BA; 150 semester hours; Masters, MA; Masters plus fifteen graduate hours beyond the date of receiving Masters, MA +15; and Masters plus thirty, MA +30. Three quarter hours of college credit shall equal two semester hours of college credit.
- B. Experience steps shall begin with zero and move consecutively through sixteen steps with a longevity step at twenty, twenty-one, and twenty-seven years of experience.
- C. Years of experience credit for teachers shall be determined by counting full years of teaching experience. Partial years of teaching experience, which could be from more than one school year or school systems totaling at least 120 days, but not more than 184 days, shall be recognized as an additional one year of experience credit. This shall be determined by September fifteenth of each school year.
1. By September 15th, current teachers should make a formal written request to the Superintendent's office and supply documentation that shall include a transcript for additional credit hours/degrees earned. If documentation will not be available until after September 15th, prior arrangements must be made with the treasurer's office. Failure to provide the documentation will result in the individual remaining in their current column on the salary schedule.
 2. Newly-hired teachers must provide documentation of years of service and degree/credit hours to the Superintendent's office by September 15th, in order to be placed on the salary schedule. If documents will not be available until after September 15th, prior arrangements must be made with the treasurer's office. Failure to provide the documentation will result in the individual being placed at the BA with zero years experience.
- D. Salary payments shall be made in twenty-six (26) payments.
- E. Payday shall be every other Friday beginning with the last Friday of August and continue every other Friday for a total of 26 pays. If

payday falls on a holiday, every attempt will be made to disburse the payroll on the last working day prior to the payday.

Note: Occasionally there will be three weeks between the last pay of one school year and the first pay of the next school year.

SECTION TWO - PAYROLL DEDUCTIONS

A. The River View Board of Education agrees to furnish the following deductions for individual teachers:

1. Professional organizations as listed on O.E.A. Membership Form, deducted in twenty more or less equal deductions beginning with the last payroll in September.
2. Tax Sheltered Annuities - each paycheck if allowed by the contract with the carrier. (A listing of investment options will be provided to employees annually.)
3. American Family Insurance - once a month.
4. Coshocton County Credit Union Christmas Club.
5. United States Savings Bonds - each paycheck.
6. United Way - each paycheck.
7. Vision Plus
8. Direct Deposit
9. Court Ordered Deductions
10. Conseco – (Once a month) – Cancer/heart/intensive care/disability
11. United American Insurance (Every Pay)
12. Grange Life Insurance (Every Pay)
13. Ohio Deferred Compensation 457
14. ReAssure America Life Insurance (Once a month)
15. Epic Life Insurance Supplemental Life Insurance (Once a month)

Individual requests and the completed authorization forms must be filed with the treasurer. All deductions listed will be deducted in equal increments.

Contributions made for Vision Plus and Aultra Administrative Services will be provided under the Employees Section 125 Plus as a pre-tax item.

SECTION THREE - PAPER PICK-UP

Consistent with the provisions of Internal Revenue Service rulings 77-462, 81-35, 81-36, and Ohio Attorney general Opinion 82-097, effective with the beginning date of this contract, the Board shall pick up each teacher's mandatory contribution to the State Teachers Retirement System of Ohio (STRS) in the following manner:

- A. That the teacher's contract salary be restated as consisting of:
 - 1. a cash salary component, and
 - 2. a pick-up component, which is equal to the amount of the employee contribution being "picked-up" by the Board on behalf of the teachers.

- B. That the Board will contribute to STRS an amount equal to the teacher's required contribution to STRS for the account of each teacher.

- C. That sick leave, severance, supplemental, extended service pay, or anything which is referenced to the teacher's rate of pay shall be calculated upon both the cash salary component and pick-up component of the teacher's restated salary.

Each teacher will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax deferred compensation plans.

SECTION FOUR - MILEAGE

Mileage payments will be made at the maximum IRS standard mileage payment. If during the life of the contract the IRS changes its maximum standard mileage payment, the mileage payment made by the Board shall also be changed to coincide with the maximum IRS standard mileage payment.

SECTION FIVE – BACKGROUND CHECKS

The Board agrees to reimburse bargaining unit members for costs incurred (not to exceed \$70.00) for mandated BCI and FBI background checks. Reimbursements shall only be provided for such checks that occurred on or after the effective date of this Negotiated Agreement.

SECTION SIX - CERTIFICATED SALARY SCHEDULES:

2012-2013 – BA Base shall be \$30,692
2013-2014 – BA Base shall be \$30,845
2014-2015 – BA Base shall be \$30,399
(See Appendices 1-4)

ARTICLE XVII
FRINGE BENEFIT PROGRAM

SECTION ONE - HEALTH INSURANCE

A. Health Insurance

- I. Hospitalization
Teachers will utilize a PPO Network for doctors, urgent care, and emergency room visits.

- II. Doctors
Out-Network at 60/40
In-Network at \$15/visit co-pay (no deductible)
One annual physical paid 100%

- III. Urgent Care
\$25 Co-Pay/Visit

- IV. Emergency Room
\$50 Co-Pay (waived, if admitted)
Plan pays the balance, as negotiated

- V. Birth Control
Birth control pills will be covered under prescription plan. However, if by a doctor's medical recommendation birth control pills cannot be taken, then alternative medications, medical devices, or other medical protocols may be prescribed.

- VI. Chemotherapy
Same coverage for radiation and chemotherapy

- VII. Prescriptions
 - A. Pharmacy Drugs Co-Pay
Co-Pay covers up to a 90-day supply or 3-month supply
\$5 Generic
\$20 Formulary
Non-Formulary 25% of cost with a cap of \$50.00
\$25 Non-Formulary – can't take formulary or no generic is available
Non-Formulary (non-preferred) DAW - \$25.00

B. Mail Order Drugs Co-Pay

Co-Pay covers up to a 90-day or 3-month supply

\$10 Generic (This co-pay applies to a 90-day or 3-month supply)

\$40 Formulary

Non-Formulary 25% of cost with a cap of \$100.00, based on the cost of a two-month supply

\$50 Non-Formulary – can't take formulary or no generic is available

Non-Formulary (non-preferred) DAW - \$50.00

C. Bio-Med (Specialty Medications)

Specialty medications will be subject to a 20% co-payment by plan participant up to a maximum of \$250.00. The benefit would be for mail order or retail pharmacy prescriptions up to a 34-day supply.

VIII. Employee Insurance Premium Contributions

Family Plan Contribution \$100.00 per month

Single Plan Contribution \$ 50.00 per month

Contributions made for Health Care Coverage will be provided under The Employees Section 125 Plan as a pre-tax item.

IX. Wellness Program Incentive

Employees who participate in the Health Fair, the In-house exercise program and follow-up assessments with the program nurse when required, shall not be required to pay the health insurance premium for the month of December.

B. Health Insurance Incentive

Effective July 1, for each year of this contract, the Board will pay the following amounts to bargaining unit members who participate in the health insurance plan offered by the Board but timely elect, under this provision of the contract, to no longer be insured under the Board's health insurance plan:

1. Single - Board will pay the bargaining unit member \$200 not to take the Board's insurance.
2. Family - Board will pay the bargaining unit member \$500 not to take the Board's insurance.

If a bargaining unit member who has accepted payment in lieu of participation in the Board's health insurance plan experiences a change in conditions resulting in loss of other insurance, the bargaining unit member may re-enroll in the Board-provided health insurance plan.

C. Preventive Services

Preventive testing will include the following areas and will be paid at 100%.

- Anemia
- Cervical Cancer Screening
- Cholesterol
- Colorectal Cancer
- Council for Dieting
- Council for Obesity in Adults and Children
- Council for Tobacco Use
- Depression
- Diabetes
- Hearing Testing
- Hepatitis
- High Blood Pressure
- HIV Testing
- Mammography
- Osteoporosis
- Prostate Screening
- Visual Acuity in Children

SECTION TWO - LIFE INSURANCE

The Board agrees to provide \$25,000 life insurance coverage at no cost to bargaining unit members. In addition, bargaining unit members may purchase an additional \$50,000 of coverage by paying the group premium cost through payroll deduction.

SECTION THREE - LIABILITY INSURANCE

The Board shall purchase, at no cost to bargaining unit members, liability insurance through an approved carrier.

No correspondence regarding any liability claims shall be placed in the personnel file of any affected unit member.

The Board retains the right to choose the insurance carrier of its choice.

ARTICLE XVIII
EXTRA DUTY SALARY SCHEDULE

SECTION ONE - EXTRA DUTY SALARY SCHEDULE
FOR COACHING

See Appendices 5-8

SECTION TWO - EXTRA DUTY SALARY SCHEDULE
FOR OTHER EXTRA DUTY POSITIONS

See Appendices 9-12

SECTION THREE - JOB DESCRIPTIONS

The administration agrees to create a job description for any new extra-duty assignment, which has the potential of pay, within sixty (60) days of the creation of the duty.

SECTION FOUR - ADVISOR EXPENSES

Club Advisors traveling out of the District on an approved activity shall be reimbursed mileage and expenses as per professional leave schedule, Article XV, Section 2D.

SECTION FIVE - UNPAID EXTRA DUTY ASSIGNMENTS

Any unpaid extra duty assignments beyond the school day shall be voluntary. A cooperative effort shall be made to secure the required number of volunteers as determined by the administration. In the event a volunteer may not be secured, the activity shall be cancelled.

ARTICLE XIX
EXTENDED SERVICE

Extended service shall be governed by the regulations established by the State Board of Education and the Board of Education. Salary for extended service shall be based upon the regular daily rate.

Upon request, the treasurer will provide the Association president with a list of all extended service contracts issued by the Board for the year in which the request is made.

ARTICLE XX
COLLEGE TUITION REIMBURSEMENT

- A. Teachers under contract to the River View Board of Education may apply for tuition reimbursement for additional coursework completed. Such coursework shall be graduate level courses offered through a college or university including internet course offerings.
- B. The reimbursement rate for those approved courses offered on main campuses, branch campuses or through the internet shall be fifty percent (50%) of the actual tuition cost for a limit of twelve semester hours, twelve semester competency units, or eighteen quarter hours, per year; and such tuition cost shall be paid upon submission of evidence that the work was successfully completed with a "C" grade or better, or "Pass" if Pass/Fail grade applies. Only actual tuition cost will be reimbursed and an itemized statement which shows tuition separate from other extra fees unrelated to tuition should be provided. Such evidence includes a grade transcript along with a receipt indicating payment for the work taken.
- C. This will not include courses for which a teacher is receiving reimbursement from another agency.
- D. Approved coursework must be in the area of the teacher's certification, be from an accredited university, and must have prior approval by the Superintendent.
- E. In the event an individual receiving tuition reimbursement from the River View Board of Education in the current school year does not remain employed by the Board in the succeeding school year, that individual shall reimburse the Board for any and all tuition reimbursement received during the current school year, except in the circumstance in which the individual is not offered a contract by the Board.
- F. The Board shall make available a total of \$35,000 each year beginning in the 2002-03 school year for purposes of tuition reimbursement under this article. Tuition reimbursement will be made on a first-come, first-served basis.
- G. Procedure:
 - 1. Bargaining unit members who wish to enroll in college course work must make application prior to enrolling at the college or university

each quarter/semester. Once enrolled, the bargaining unit members must file a receipt for the course work with the treasurer's office.

2. At the conclusion of the quarter/semester, the bargaining unit member must submit an official transcript of grades or a grade card of the completed course(s).
3. Reimbursement will be issued upon successful completion as follows:
 - a) An official grade card (employees printing grade card on line – must have all needed information on the grade card, name of the college or university, student's name, course number, course name/description, date, grade credit hours, etc.)
 - b) The course should be completed and reimbursement information submitted to the Treasurer's office within one year of the request, unless otherwise approved by the Superintendent.

ARTICLE XXI SEVERANCE PAY

A teacher who has ten (10) or more years of service with the State, any political subdivision, school District, or any combination thereof, shall receive, upon retirement, a cash payment equal to the value of one-fourth (1/4) of his/her accrued but unused sick leave at his/her current rate.

Payment of sick leave on this basis shall be considered to eliminate all sick leave accrued at that time. Severance pay shall be a one time, lump sum payment to eligible teachers. A teacher's eligibility for severance pay shall be determined as of the final date of employment. The criteria are as follows:

SECTION ONE - SEVERANCE PAY

- A. The teacher shall retire from River View Local School District.
- B. Retirement shall be defined as disability or service retirement as specified in the Ohio Revised Code, Section 3309.34.

- C. The teacher must be eligible for disability or service retirement as of his/her last date of employment with the Board of Education.
- D. The River View Local School District shall verify from Retirement Board that the teacher has received his/her first retirement check.
- E. The maximum number of days of sick leave accruable for the purpose of severance pay is 173 days. If, however, the teacher has ten (10) years of service in the River View Local School District, the accruable number of days is 181. If the employee has fifteen (15) years of service in the River View Local School District, the accruable number of days is 200.
- F. A teacher who dies shall be considered to have applied for his/her retirement the day preceding his/her death.
- G. All severance payments shall be paid within the timelines prescribed by applicable law.

SECTION TWO - SEVERANCE PAY/SICK LEAVE

In addition to the above Severance Pay criteria, the following plan shall be in effect:

Any sick leave accumulated over the maximum of 210 days will be banked. Banked sick leave days can be used only to reach the maximum number of sick leave days for severance pay purposes and may not be used for sick leave purposes.

SECTION THREE - INCENTIVE PROGRAM FOR RETIREMENT PURPOSES

The purpose of the Retirement Incentive Program is to provide a benefit to those employees who retire when they initially become eligible to retire under STRS. Employees who choose not to retire upon becoming initially eligible under STRS shall forfeit the benefit provided under this Retirement Incentive Program.

Eligibility for Benefits:

- A. This affects all certificated employees.
- B. The certificated employee must meet all eligibility standards for retirement in accordance with STRS rules. The first time that an employee meets any of the following requirements for eligibility and fails to retire, he/she will forfeit the benefit under Section I. of this provision. The eligibility requirements under STRS are as follows:

1. 55 years of age and 25 years of service or,
 2. 60 years of age and 5 years of service or,
 3. Any age and 30 years of service.
- C. The certificated employee must be able to retire by August 22 of the year of the request for the benefit.
- D. This plan does not apply to:
1. An employee who is on disability retirement unless the employee obtains approval for full retirement benefits.
 2. Those employees whose contracts are terminated or non-renewed by the Board of Education.
 3. Those employees who are non-renewed or have contracts suspended due to reduction in force as permitted in the Master Contract, Article IX, B.
- E. An employee may only receive the benefit if they are eligible for retirement in the year of request; i.e., an eligible employee may only have one opportunity to accept the bonus retirement benefit.
- F. This benefit is not available to any employee who has previously retired from a public retirement system in the State of Ohio.

Procedures for Acquiring Benefit

- G. The employee must notify the Superintendent and/or treasurer of the proposed retirement sixty (60) days before actual retirement is to occur. The notification must be in the form of a letter of resignation for retirement purposes.
- H. The Board must have the letter of resignation for retirement purposes submitted to it at least thirty (30) days prior to the retirement.

Benefit:

- I. In addition to severance benefits and STRS pension benefits, the employee will be offered a one-time retirement incentive of \$10,000 after his/her completion of the school year in which the employee becomes eligible for retirement. The employee will have only one opportunity to accept or reject the bonus incentive opportunity. If

rejected in the initial year of opportunity, the employee shall not have a second chance to select the bonus option.

J. The benefit shall be paid the next calendar year.

ARTICLE XXII REGULAR TEACHERS TUTORING POLICY

SECTION ONE - NON-BOARD PAID TUTORING

The following guidelines are established for non-board paid tutoring:

- A. A teacher may not arrange to tutor any child enrolled in his/her class for pay.
- B. No tutoring for which a teacher receives a fee will be carried on during the normal school day.
- C. Teachers who accept outside tutoring engagements make their own arrangements with the parents for the fees to be assessed.

SECTION TWO - BOARD PAID TUTORING

Board paid tutoring may be carried out at the home of the student or the school. The hourly rate for Board-employed, regular certified staff tutoring shall be \$15.00 per hour. Mileage for tutoring shall be reimbursed as per Article XVI, Section Four.

SECTION THREE - VOLUNTARY COVERING OF CLASS DURING PREP TIME

In the event that a bargaining unit member volunteers to cover a class during his/her conference time the following shall apply:

- A. The bargaining unit member will receive a stipend of \$12.00 per educational unit.
- B. The bargaining unit member shall be utilized only if a substitute is not available, and for one educational unit per day.
- C. An educational unit shall be not less than thirty (30) minutes and not more than fifty (50) minutes.
- D. The disbursement of the stipend shall be given only if documented on a time sheet.
- E. Article X, Sections B.1. and 2., shall apply unless the bargaining unit member voluntarily agrees to cover the educational unit.

ARTICLE XXIII
ACADEMIC FREEDOM POLICY

- A. The Academic Freedom of each teacher shall be exercised within the constraints of general standards of professional responsibilities and shall not prohibit consultation and directions provided by duly appointed Board of Education representatives.
- B. Freedom of individual expression shall be consistent with the obligation to respect the rights of others and shall promote the interest of the schools in providing a learning climate for pupils.
- C. Both academic freedom and individual expression shall be governed by the constraints established by the courts and the Board of Education governing the duties and responsibilities of its employees.

ARTICLE XXIV
COMMITTEES

SECTION ONE - INSURANCE COMMITTEE

- A. The Board and the Association mutually agree that an insurance committee is created consisting of the following: two (2) Board members, the Superintendent, the treasurer, and one additional representative for the Board, and five (5) Association members, appointed by the president.
- B. The committee members shall be named no later than September 30, of each school year. The committee shall meet four (4) times per school year, or as deemed necessary by consensus. The committee members shall select a chairperson from the membership of the committee at the first meeting.
- C. The purpose of the committee is to maximize coverage while maintaining cost by reviewing the current insurance carrier, and exploring viable alternatives.
- D. The committee shall compile a report which shall be released to all members of the Board and Association by May 15.

SECTION TWO - LABOR/MANAGEMENT COMMITTEE

- A. The Board and Association mutually agree that a Labor/Management Committee is created consisting of the following:
1. One Association representative from each building in the District and the Association president or designee;
 2. Two (2) building principals, their designee, from each building in the District and the Superintendent or designee;
 3. The Labor/Management Committee shall meet bi-monthly or as needed to discuss matters of mutual concern and make recommendations regarding working conditions and building concerns.

SECTION THREE - LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

A. Purpose

A Local Professional Development Committee (LPDC) shall be established to oversee and review professional development plans for course work, continuing education units, and/or other equivalent activities.

B. Term of Office

The term of office for members serving on the committee shall be three (3) years. Initially, the appointments shall be staggered as one teacher member shall be appointed for a one (1) year term, another for a two (2) year term, and the third for a three (3) year term. Each appointment, if renewed, shall be for three (3) years. The same applies to administrative members.

C. Committee Composition and Selection

1. The committee shall be comprised of seven (7) members as follows:
 - a. one (1) elementary teacher (Pre-K - 6), one junior high school teacher (7-8), one (1) high school teacher (9-12) and one (1) special education teacher.
 - b. three (3) representatives of the administration.
2. The four (4) teachers shall be appointed by the Association executive committee. The three (3) representatives of the administration shall be appointed by the Superintendent with approval of the Board.

D. Chairperson

The committee chairperson shall be determined by a majority vote of the committee members.

E. Decision-Making

Decisions shall be made by majority vote of the committee members present. A quorum shall consist of five (5) people.

F. Training

Members of the LPDC shall be afforded the opportunity to attend training on the purpose, responsibilities, functioning, and legal requirements of LPDC's. Such training will be on release time, if possible, and shall be subject to professional leave.

G. Meetings and Compensation

1. The LPDC shall meet as often as the members deem necessary to complete their work. Not later than September 30 each year, the committee shall post their meeting schedule in each building. Additional meetings may be scheduled as necessary.
2. Committee members shall be paid per the supplemental salary schedule for committee work. Committee members shall submit a voucher in June of each year indicating completion of the year's work.
3. The committee members shall present a comprehensive report and time sheets to the Board and Association at their respective meetings in June.
4. The committee meetings shall be conducted under Robert's Rules of Order.

H. Committee Responsibility

The committee's responsibilities shall include, but not be limited to, approval of individual professional development plans for all certificated employees, development and approval of all District or building professional development activities including in-service days, approval of all C.E.U.'s, coursework, workshops, etc. that could be used for professional growth.

I. Appeals Process

Within thirty (30) days of publication of the Ohio State Department of Education regulations/guidelines on LPDC appeals, the RVEA and the Board shall meet to bargain the appeals procedure.

ARTICLE XXV
HIRING RETIRED TEACHERS

- A. Salary
Any teacher who has retired under the Ohio State Teachers Retirement System (STRS) or any other retirement system in the United States which includes teachers, and is subsequently employed in the District for a position other than a certificated support personnel position, will be placed on Step 1 throughout the duration of his/her employment.
- B. Insurance
Said teachers shall be provided a single health insurance plan with no cost other than negotiated employee contribution. If an employee wants to be provided a family health insurance plan, life and/or vision care insurance then he/she shall be responsible for all additional premium costs.
- C. Contracts
Employment after retirement will be considered initial employment. One year temporary contracts will be issued. The contracts will be automatically non-renewed at the end of the school year.
- D. Seniority rights do not apply to said teachers for any provision in this Negotiated Agreement.
- E. Said teachers will not be eligible for the Sick Leave Bank, Tuition Reimbursement, Categorical Grants, Severance Pay and Retirement Incentive.
- F. This article supersedes Ohio Revised Code Sections 3317.13, 3317.14, 3319.11, 3319.111, and 3319.17.

ARTICLE XXVI
SEVERABILITY

- A. This agreement supersedes and prevails over all statutes of the State of Ohio (except as specifically set forth in Sections 4117.10(A), Revised Code), all Civil Service Rules and Regulations, Administrative Rules of the Director of State Personnel, and all policies, rules, and regulations of the Employer. However, should the State Employment Relations Board or any court of competent jurisdiction determine, after

all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision shall be automatically terminated but all other provisions of the agreement shall remain in full force and effect.

The parties shall meet within ten (10) calendar days after the final determination to bargain over its impact and to bring the agreement into compliance. If the parties fail to reach agreement over the affected provision, the negotiated dispute settlement procedure shall be utilized to resolve the dispute.

- B. If during the life of the Master Agreement bargaining is necessary due to impact, the parties shall meet and bargain. If in-term bargaining does not result in agreement between the parties within thirty (30) calendar days of the first bargaining session, the dispute resolution procedure of the Master Agreement shall be followed.

ARTICLE XXVII
MANAGEMENT RIGHTS CLAUSE

The Board retains unto itself all rights and privileges to exercise complete control over any and all aspects of managing the school system with the only limitations being those contained in the written provisions of this Agreement, provided said written provisions are in conformance with Section 4117.08(C) of the Ohio Revised Code.

ARTICLE XXVIII
PUBLICATION OF MASTER CONTRACT

The River View Board of Education and the River View Education Association agree to share the cost and the printing of the Master Agreement, and shall distribute to bargaining unit members, members of the Board, and administration.

ARTICLE XXIX
DURATION OF AGREEMENT

This Agreement shall become effective August 1, 2012, and shall remain in effect through July 31, 2015.

ASSOCIATION

Molly Bordenkircher
President

Judith A. Carmoney

Britta James

BOARD OF EDUCATION

Bob R. Pate
President

David Luper

Larry D. P...

Date: 10/30/2012

APPENDIX 1
SALARY INDEX

<u>Step</u>	<u>BA</u>	<u>150 Sem</u> <u>Hrs</u>	<u>MA</u>	<u>MA + 15</u>	<u>MA +</u> <u>30</u>
0	1.0000	1.0445	1.0891	1.1191	1.1501
1	1.0422	1.0882	1.1399	1.1735	1.2059
2	1.0844	1.1319	1.1906	1.2278	1.2617
3	1.1266	1.1756	1.2414	1.2822	1.3175
4	1.1688	1.2194	1.2922	1.3366	1.3733
5	1.2110	1.2631	1.3430	1.3910	1.4291
6	1.2615	1.3166	1.3937	1.4454	1.4849
7	1.3121	1.3700	1.4445	1.4998	1.5406
8	1.3626	1.4234	1.4953	1.5542	1.5964
9	1.4131	1.4768	1.5461	1.6086	1.6523
10	1.4637	1.5302	1.5968	1.6629	1.7079
11	1.5069	1.5759	1.6450	1.7173	1.7464
12	1.5500	1.6216	1.6931	1.7717	1.7848
13	1.5617	1.6397	1.7214	1.7911	1.8233
14	1.5720	1.6578	1.7498	1.8105	1.8617
15	1.5906	1.6759	1.7781	1.8300	1.9002
16	1.6300	1.7186	1.8241	1.8775	1.9502
20	1.6694	1.7615	1.8702	1.9250	2.0002
21	1.7088	1.8042	1.9162	1.9725	2.0502
27	1.7482	1.8470	1.9622	2.0201	2.1002

APPENDIX 2

2012-2013 SALARY SCHEDULE

Base Salary \$30,692

<u>Step</u>	<u>BA</u>	<u>150 Sem Hrs.</u>	<u>MA</u>	<u>MA + 15</u>	<u>MA + 30</u>
0	\$30,692	\$32,057	\$33,427	\$34,347	\$35,298
1	\$31,987	\$33,399	\$34,985	\$36,017	\$37,011
2	\$33,283	\$34,740	\$36,542	\$37,683	\$38,724
3	\$34,577	\$36,081	\$38,101	\$39,353	\$40,436
4	\$35,872	\$37,426	\$39,660	\$41,023	\$42,149
5	\$37,168	\$38,767	\$41,219	\$42,693	\$43,861
6	\$38,717	\$40,409	\$42,776	\$44,362	\$45,574
7	\$40,271	\$42,048	\$44,334	\$46,032	\$47,284
8	\$41,821	\$43,687	\$45,893	\$47,701	\$48,996
9	\$43,370	\$45,326	\$47,453	\$49,371	\$50,712
10	\$44,924	\$46,965	\$49,009	\$51,037	\$52,419
11	\$46,250	\$48,367	\$50,488	\$52,707	\$53,601
12	\$47,572	\$49,770	\$51,965	\$54,376	\$54,779
13	\$47,932	\$50,325	\$52,833	\$54,972	\$55,960
14	\$48,248	\$50,881	\$53,705	\$55,567	\$57,139
15	\$48,818	\$51,436	\$54,573	\$56,166	\$58,320
16	\$50,027	\$52,747	\$55,985	\$57,624	\$59,856
20	\$51,237	\$54,063	\$57,400	\$59,082	\$61,390
21	\$52,446	\$55,374	\$58,811	\$60,539	\$62,924
27	\$53,655	\$56,688	\$60,223	\$62,001	\$64,459

APPENDIX 3

2013-2014 SALARY SCHEDULE

Base Salary \$30,845

<u>Step</u>	<u>BA</u>	<u>150 Sem Hrs.</u>	<u>MA</u>	<u>MA + 15</u>	<u>MA + 30</u>
0	\$30,845	\$32,218	\$33,593	\$34,519	\$35,475
1	\$32,147	\$33,566	\$35,160	\$36,197	\$37,196
2	\$33,448	\$34,913	\$36,724	\$37,871	\$38,917
3	\$34,750	\$36,261	\$38,291	\$39,549	\$40,638
4	\$36,052	\$37,612	\$39,858	\$41,227	\$42,359
5	\$37,353	\$38,960	\$41,425	\$42,905	\$44,081
6	\$38,911	\$40,611	\$42,989	\$44,583	\$45,802
7	\$40,472	\$42,258	\$44,556	\$46,261	\$47,520
8	\$42,029	\$43,905	\$46,123	\$47,939	\$49,241
9	\$43,587	\$45,552	\$47,689	\$49,617	\$50,965
10	\$45,148	\$47,199	\$49,253	\$51,292	\$52,680
11	\$46,480	\$48,609	\$50,740	\$52,970	\$53,868
12	\$47,810	\$50,018	\$52,224	\$54,648	\$55,052
13	\$48,171	\$50,577	\$53,097	\$55,246	\$56,240
14	\$48,488	\$51,135	\$53,973	\$55,845	\$57,424
15	\$49,062	\$51,693	\$54,845	\$56,446	\$58,612
16	\$50,277	\$53,010	\$56,264	\$57,911	\$60,154
20	\$51,493	\$54,333	\$57,686	\$59,377	\$61,696
21	\$52,708	\$55,651	\$59,105	\$60,842	\$63,238
27	\$53,923	\$56,971	\$60,524	\$62,310	\$64,781

APPENDIX 4

2014-2015 SALARY SCHEDULE

Base Salary \$30,999

<u>Step</u>	<u>BA</u>	<u>150 Sem Hrs.</u>	<u>MA</u>	<u>MA + 15</u>	<u>MA + 30</u>
0	\$30,999	\$32,378	\$33,761	\$34,691	\$35,652
1	\$32,307	\$33,733	\$35,336	\$36,377	\$37,382
2	\$33,615	\$35,088	\$36,907	\$38,061	\$39,111
3	\$34,923	\$36,442	\$38,482	\$39,747	\$40,841
4	\$36,232	\$37,800	\$40,057	\$41,433	\$42,571
5	\$37,540	\$39,155	\$41,632	\$43,120	\$44,301
6	\$39,105	\$40,813	\$43,203	\$44,806	\$46,030
7	\$40,674	\$42,469	\$44,778	\$46,492	\$47,757
8	\$42,239	\$44,124	\$46,353	\$48,179	\$49,487
9	\$43,805	\$45,779	\$47,928	\$49,865	\$51,220
10	\$45,373	\$47,435	\$49,499	\$51,548	\$52,943
11	\$46,712	\$48,851	\$50,993	\$53,235	\$54,137
12	\$48,048	\$50,268	\$52,484	\$54,921	\$55,327
13	\$48,411	\$50,829	\$53,362	\$55,522	\$56,520
14	\$48,730	\$51,390	\$54,242	\$56,124	\$57,711
15	\$49,307	\$51,951	\$55,119	\$56,728	\$58,904
16	\$50,528	\$53,275	\$56,545	\$58,201	\$60,454
20	\$51,750	\$54,605	\$57,974	\$59,673	\$62,004
21	\$52,971	\$55,928	\$59,400	\$61,146	\$63,554
27	\$54,192	\$57,255	\$60,826	\$62,621	\$65,104

APPENDIX 5

EXTRA DUTY INDEX SCHEDULE FOR COACHING

	INDEXES	0-2 Years	3-5 Years	6+ Years
Football	Head Coach	0.158	0.166	0.174
	Assistant Coach	0.118	0.125	0.131
	Freshman Coach	0.095	0.100	0.105
	Jr. High Coach	0.063	0.066	0.070
	Assistant Freshman	0.048	0.050	0.053
	Strength Coach	0.048	0.050	0.053
Cross Country	Head Coach	0.095	0.100	0.105
	Assistant Coach	0.057	0.060	0.064
Golf	Head Coach	0.095	0.100	0.105
Wrestling	Head Coach	0.118	0.125	0.131
	Assistant Coach	0.071	0.075	0.079
	Jr. High Coach	0.071	0.075	0.079
Boys' Basketball	Head Coach	0.158	0.166	0.174
	Assistant Coach	0.118	0.125	0.131
	Freshman Coach	0.095	0.100	0.105
	Jr. High Coach	0.063	0.066	0.070
Baseball	Head Coach	0.070	0.074	0.078
	Assistant Coach	0.048	0.050	0.053
	JV Coach	0.048	0.050	0.053
Boys' Track	Head Coach	0.103	0.108	0.113
	Assistant Coach	0.063	0.066	0.070
	Jr. High Coach	0.047	0.050	0.052
Swimming	Head Coach	0.095	0.100	0.105

APPENDIX 5

EXTRA DUTY INDEX SCHEDULE FOR COACHING

INDEXES	0-2 Years	3-5 Years	6+ Years
Boys' Soccer			
Head Coach	0.118	0.125	0.131
Assistant Coach	0.095	0.100	0.105
Girls' Soccer			
Head Coach	0.118	0.125	0.131
Assistant Coach	0.095	0.100	0.105
Girls' Basketball			
Head Coach	0.158	0.166	0.174
Assistant Coach	0.118	0.125	0.131
Freshman Coach	0.095	0.100	0.105
Jr. High Coach	0.063	0.066	0.070
Volleyball			
Head Coach	0.112	0.119	0.125
JV Coach	0.087	0.092	0.097
Freshman Coach	0.041	0.044	0.048
Jr. High Coach	0.039	0.042	0.044
Assistant Coach	0.041	0.044	0.048
Softball			
Head Coach	0.070	0.074	0.078
Assistant Coach	0.048	0.050	0.053
JV Coach	0.048	0.050	0.053
Girls' Track			
Head Coach	0.103	0.108	0.113
Assistant Coach	0.063	0.066	0.070
Jr. High Coach	0.047	0.050	0.052
Faculty Manager	0.063	0.066	0.070
Athletic Trainer	0.307	0.324	0.340
Athletic Director	0.182	0.191	0.201

APPENDIX 6

**EXTRA DUTY SALARY SCHEDULE FOR COACHING
2012-2013**

		Base Salary: 30,692		
INDEXES		0-2 Years	3-5 Years	6+ Years
Football				
	Head Coach	4,849	5,095	5,340
	Assistant Coach	3,622	3,837	4,021
	Freshman Coach	2,916	3,069	3,223
	Jr. High Coach	1,934	2,026	2,148
	Assistant Freshman	1,473	1,535	1,627
	Strength Coach	1,473	1,535	1,627
 Cross Country				
	Head Coach	2,916	3,069	3,223
	Assistant Coach	1,749	1,842	1,964
 Golf				
	Head Coach	2,916	3,069	3,223
 Wrestling				
	Head Coach	3,622	3,837	4,021
	Assistant Coach	2,179	2,302	2,425
	Jr. High Coach	2,179	2,302	2,425
 Boys' Basketball				
	Head Coach	4,849	5,095	5,340
	Assistant Coach	3,622	3,837	4,021
	Freshman Coach	2,916	3,069	3,223
	Jr. High Coach	1,934	2,026	2,148
 Baseball				
	Head Coach	2,148	2,271	2,394
	Assistant Coach	1,473	1,535	1,627
	JV Coach	1,473	1,535	1,627
 Boys' Track				
	Head Coach	3,161	3,315	3,468
	Assistant Coach	1,934	2,026	2,148
	Jr. High Coach	1,443	1,535	1,596
 Swimming				
	Head Coach	2,916	3,069	3,223

APPENDIX 6

EXTRA DUTY SALARY SCHEDULE FOR COACHING

2012-2013

Base Salary: 30,692

INDEXES	0-2 Years	3-5 Years	6+ Years
Boys' Soccer			
Head Coach	3,622	3,837	4,021
Assistant Coach	2,916	3,069	3,223
Girls' Soccer			
Head Coach	3,622	3,837	4,021
Assistant Coach	2,916	3,069	3,223
Girls' Basketball			
Head Coach	4,849	5,095	5,340
Assistant Coach	3,622	3,837	4,021
Freshman Coach	2,916	3,069	3,223
Jr. High Coach	1,934	2,026	2,148
Volleyball			
Head Coach	3,438	3,652	3,837
JV Coach	2,670	2,824	2,977
Freshman Coach	1,258	1,350	1,473
Jr. High Coach	1,197	1,289	1,350
Assistant Coach	1,258	1,350	1,473
Softball			
Head Coach	2,148	2,271	2,394
Assistant Coach	1,473	1,535	1,627
JV Coach	1,473	1,535	1,627
Girls' Track			
Head Coach	3,161	3,315	3,468
Assistant Coach	1,934	2,026	2,148
Jr. High Coach	1,443	1,535	1,596
Faculty Manager	1,934	2,026	2,148
Athletic Trainer	9,422	9,944	10,435
Athletic Director	5,586	5,862	6,169

**APPENDIX 7
EXTRA DUTY SALARY SCHEDULE FOR COACHING
2013-2014**

	Base Salary:	30,845		
	INDEXES	0-2 Years	3-5 Years	6+ Years
Football				
	Head Coach	4,874	5,120	5,367
	Assistant Coach	3,640	3,856	4,041
	Freshman Coach	2,930	3,085	3,239
	Jr. High Coach	1,943	2,036	2,159
	Assistant Freshman	1,481	1,542	1,635
	Strength Coach	1,481	1,542	1,635
Cross Country				
	Head Coach	2,930	3,085	3,239
	Assistant Coach	1,758	1,851	1,974
Golf				
	Head Coach	2,930	3,085	3,239
Wrestling				
	Head Coach	3,640	3,856	4,041
	Assistant Coach	2,190	2,313	2,437
	Jr. High Coach	2,190	2,313	2,437
Boys' Basketball				
	Head Coach	4,874	5,120	5,367
	Assistant Coach	3,640	3,856	4,041
	Freshman Coach	2,930	3,085	3,239
	Jr. High Coach	1,943	2,036	2,159
Baseball				
	Head Coach	2,159	2,283	2,406
	Assistant Coach	1,481	1,542	1,635
	JV Coach	1,481	1,542	1,635
Boys' Track				
	Head Coach	3,177	3,331	3,485
	Assistant Coach	1,943	2,036	2,159
	Jr. High Coach	1,450	1,542	1,604
Swimming				
	Head Coach	2,930	3,085	3,239

APPENDIX 7

EXTRA DUTY SALARY SCHEDULE FOR COACHING

2013-2014

Base Salary: 30,845

INDEXES	0-2 Years	3-5 Years	6+ Years
Boys' Soccer			
Head Coach	3,640	3,856	4,041
Assistant Coach	2,930	3,085	3,239
Girls' Soccer			
Head Coach	3,640	3,856	4,041
Assistant Coach	2,930	3,085	3,239
Girls' Basketball			
Head Coach	4,874	5,120	5,367
Assistant Coach	3,640	3,856	4,041
Freshman Coach	2,930	3,085	3,239
Jr. High Coach	1,943	2,036	2,159
Volleyball			
Head Coach	3,455	3,671	3,856
JV Coach	2,684	2,838	2,992
Freshman Coach	1,265	1,357	1,481
Jr. High Coach	1,203	1,295	1,357
Assistant Coach	1,265	1,357	1,481
Softball			
Head Coach	2,159	2,283	2,406
Assistant Coach	1,481	1,542	1,635
JV Coach	1,481	1,542	1,635
Girls' Track			
Head Coach	3,177	3,331	3,485
Assistant Coach	1,943	2,036	2,159
Jr. High Coach	1,450	1,542	1,604
Faculty Manager	1,943	2,036	2,159
Athletic Trainer	9,469	9,994	10,487
Athletic Director	5,614	5,891	6,200

APPENDIX 8

**EXTRA DUTY SALARY SCHEDULE FOR COACHING
2014-2015**

	Base Salary:	30,999		
	INDEXES	0-2 Years	3-5 Years	6+ Years
Football				
	Head Coach	4,898	5,146	5,394
	Assistant Coach	3,658	3,875	4,061
	Freshman Coach	2,945	3,100	3,255
	Jr. High Coach	1,953	2,046	2,170
	Assistant Freshman	1,488	1,550	1,643
	Strength Coach	1,488	1,550	1,643
Cross Country				
	Head Coach	2,945	3,100	3,255
	Assistant Coach	1,767	1,860	1,984
Golf				
	Head Coach	2,945	3,100	3,255
Wrestling				
	Head Coach	3,658	3,875	4,061
	Assistant Coach	2,201	2,325	2,449
	Jr. High Coach	2,201	2,325	2,449
Boys' Basketball				
	Head Coach	4,898	5,146	5,394
	Assistant Coach	3,658	3,875	4,061
	Freshman Coach	2,945	3,100	3,255
	Jr. High Coach	1,953	2,046	2,170
Baseball				
	Head Coach	2,170	2,294	2,418
	Assistant Coach	1,488	1,550	1,643
	JV Coach	1,488	1,550	1,643
Boys' Track				
	Head Coach	3,193	3,348	3,503
	Assistant Coach	1,953	2,046	2,170
	Jr. High Coach	1,457	1,550	1,612
Swimming				
	Head Coach	2,945	3,100	3,255

APPENDIX 8

EXTRA DUTY SALARY SCHEDULE FOR COACHING

2014-2015

Base Salary: 30,999

INDEXES	0-2 Years	3-5 Years	6+ Years
Boys' Soccer			
Head Coach	3,658	3,875	4,061
Assistant Coach	2,945	3,100	3,255
Girls' Soccer			
Head Coach	3,658	3,875	4,061
Assistant Coach	2,945	3,100	3,255
Girls' Basketball			
Head Coach	4,898	5,146	5,394
Assistant Coach	3,658	3,875	4,061
Freshman Coach	2,945	3,100	3,255
Jr. High Coach	1,953	2,046	2,170
Volleyball			
Head Coach	3,472	3,689	3,875
JV Coach	2,697	2,852	3,007
Freshman Coach	1,271	1,364	1,488
Jr. High Coach	1,209	1,302	1,364
Assistant Coach	1,271	1,364	1,488
Softball			
Head Coach	2,170	2,294	2,418
Assistant Coach	1,488	1,550	1,643
JV Coach	1,488	1,550	1,643
Girls' Track			
Head Coach	3,193	3,348	3,503
Assistant Coach	1,953	2,046	2,170
Jr. High Coach	1,457	1,550	1,612
Faculty Manager	1,953	2,046	2,170
Athletic Trainer	9,517	10,044	10,540
Athletic Director	5,642	5,921	6,231

APPENDIX 9

EXTRA DUTY INDEX SCHEDULE FOR OTHER

INDEXES	0-2 Yrs.	3-5 Yrs.	6+ Yrs.
Audio Visual Coordinator	0.0222	0.0234	0.0246
High School Yearbook	0.0417	0.0439	0.0461
Junior High Yearbook	0.0213	0.0224	0.0235
High School Newspaper	0.0240	0.0252	0.0265
Junior High Newspaper	0.0120	0.0126	0.0133
Freshman Advisor	0.0159	0.0168	0.0176
Sophomore Advisor	0.0159	0.0168	0.0176
Junior Advisor	0.0293	0.0308	0.0324
Senior Advisor	0.0293	0.0308	0.0324
High School Student Council (2 positions at full salary)	0.0222	0.0234	0.0246
Junior High Student Council	0.0111	0.0116	0.0122
Play Advisor	0.0293	0.0308	0.0324
Play Music Director	0.0293	0.0308	0.0324
High School Cheerleading	0.0555	0.0585	0.0614
Freshman Cheerleading	0.0240	0.0252	0.0265
Junior High Cheerleading	0.0240	0.0252	0.0265
Music Coordinator	0.0278	0.0293	0.0307
Band Director	0.1056	0.1111	0.1167
Assistant Band Director	0.0631	0.0664	0.0697
Junior High Show Choir/Choir	0.0240	0.0252	0.0265
Elementary Music/Building	0.0215	0.0227	0.0238
Junior High Band	0.0127	0.0133	0.0140
High School Music	0.0278	0.0293	0.0307
High School Swing Choir	0.0266	0.0280	0.0294
Elementary Band	0.0141	0.0149	0.0156
Percussion Instructor (Winter)	0.0108	0.0113	0.0119
Summer Music	0.0417	0.0439	0.0461
Rifle Corps/Flag Corps Advisor	0.0445	0.0469	0.0492
Pep Band	0.0108	0.0113	0.0119
Students Against Destructive Decisions (SADD)	0.0108	0.0113	0.0119
Speech and Debate	0.0136	0.0143	0.0150
Quiz Team	0.0136	0.0143	0.0150
National Honor Society	0.0194	0.0204	0.0214
Ohio Model of United Nations	0.0194	0.0204	0.0214
Intervention Assistant Team Leader	0.0628		

APPENDIX 10

2012-2013 EXTRA DUTY SALARY SCHEDULE FOR OTHER

Base Salary: \$30,692

INDEXES	0-2 Yrs.	3-5 Yrs.	6+ Yrs.
Audio Visual Coordinator	681	718	755
High School Yearbook	1,280	1,347	1,415
Junior High Yearbook	654	688	721
High School Newspaper	737	773	813
Junior High Newspaper	368	387	408
Freshman Advisor	488	516	540
Sophomore Advisor	488	516	540
Junior Advisor	899	945	994
Senior Advisor	899	945	994
High School Student Council (2 positions at full salary)	681	718	755
Junior High Student Council	341	356	374
Play Advisor	899	945	994
Play Music Director	899	945	994
High School Cheerleading	1,703	1,795	1,884
Freshman Cheerleading	737	773	813
Junior High Cheerleading	737	773	813
Music Coordinator	853	899	942
Band Director	3,241	3,410	3,582
Assistant Band Director	1,937	2,038	2,139
Junior High Show Choir/Choir	737	773	813
Elementary Music/Building	660	697	730
Junior High Band	390	408	430
High School Music	853	899	942
High School Swing Choir	816	859	902
Elementary Band	433	457	479
Percussion Instructor (Winter)	331	347	365
Summer Music	1,280	1,347	1,415
Rifle Corps/Flag Corps Advisor	1,366	1,439	1,510
Pep Band	331	347	365
Students Against Destructive Decisions (SADD)	331	347	365
Speech and Debate	417	439	460
Quiz Team	417	439	460
National Honor Society	595	626	657
Ohio Model of United Nations	595	626	657

APPENDIX 10

Intervention Assistant Team Leader	1,927
Mentor Teacher with Mentee	1,286
Transitional Mentor (per 9-weeks)	110
NET Mentor (per 9-weeks)	110
LPDC Committee Member	1,415
Media Relations	331
Department Head	331
Camp Ohio Coordinator	439
Prom Coordinator	829
Graduation Coordinator	709

APPENDIX 11

2013-2014 EXTRA DUTY SALARY SCHEDULE FOR OTHER

Base Salary: \$30,845

INDEXES	0-2 Yrs.	3-5 Yrs.	6+ Yrs.
Audio Visual Coordinator	685	722	759
High School Yearbook	1,286	1,354	1,422
Junior High Yearbook	657	691	725
High School Newspaper	740	777	817
Junior High Newspaper	370	389	410
Freshman Advisor	490	518	543
Sophomore Advisor	490	518	543
Junior Advisor	904	950	999
Senior Advisor	904	950	999
High School Student Council (2 positions at full salary)	685	722	759
Junior High Student Council	342	358	376
Play Advisor	904	950	999
Play Music Director	904	950	999
High School Cheerleading	1,712	1,804	1,894
Freshman Cheerleading	740	777	817
Junior High Cheerleading	740	777	817
Music Coordinator	857	904	947
Band Director	3,257	3,427	3,600
Assistant Band Director	1,946	2,048	2,150
Junior High Show Choir/Choir	740	777	817
Elementary Music/Building	663	700	734
Junior High Band	392	410	432
High School Music	857	904	947
High School Swing Choir	820	864	907
Elementary Band	435	460	481
Percussion Instructor (Winter)	333	349	367
Summer Music	1,286	1,354	1,422
Rifle Corps/Flag Corps Advisor	1,373	1,447	1,518
Pep Band	333	349	367
Students Against Destructive Decisions (SADD)	333	349	367
Speech and Debate	419	441	463
Quiz Team	419	441	463
National Honor Society	598	629	660
Ohio Model of United Nations	598	629	660
Intervention Assistant Team Leader	1,937		
Mentor Teacher with Mentee	1,292		

APPENDIX 11

Transitional Mentor (per 9-weeks)	111
NET Mentor (per 9-weeks)	111
LPDC Committee Member	1,422
Media Relations	333
Department Head	333
Camp Ohio Coordinator	441
Prom Coordinator	833
Graduation Coordinator	713

APPENDIX 12

2014-2015 EXTRA DUTY SALARY SCHEDULE FOR OTHER
Base Salary: \$30,999

INDEXES	0-2 Yrs.	3-5 Yrs.	6+ Yrs.
Audio Visual Coordinator	688	725	763
High School Yearbook	1,293	1,361	1,429
Junior High Yearbook	660	694	728
High School Newspaper	744	781	821
Junior High Newspaper	372	391	412
Freshman Advisor	493	521	546
Sophomore Advisor	493	521	546
Junior Advisor	908	955	1,004
Senior Advisor	908	955	1,004
High School Student Council (2 positions at full salary)	688	725	763
Junior High Student Council	344	360	378
Play Advisor	908	955	1,004
Play Music Director	908	955	1,004
High School Cheerleading	1,720	1,813	1,903
Freshman Cheerleading	744	781	821
Junior High Cheerleading	744	781	821
Music Coordinator	862	908	952
Band Director	3,273	3,444	3,618
Assistant Band Director	1,956	2,058	2,161
Junior High Show Choir/Choir	744	781	821
Elementary Music/Building	666	704	738
Junior High Band	394	412	434
High School Music	862	908	952
High School Swing Choir	825	868	911
Elementary Band	437	462	484
Percussion Instructor (Winter)	335	350	369
Summer Music	1,293	1,361	1,429
Rifle Corps/Flag Corps Advisor	1,379	1,454	1,525
Pep Band	335	350	369
Students Against Destructive Decisions (SADD)	335	350	369
Speech and Debate	422	443	465
Quiz Team	422	443	465
National Honor Society	601	632	663
Ohio Model of United Nations	601	632	663

APPENDIX 12

Intervention Assistant Team Leader	1,947
Mentor Teacher with Mentee	1,299
Transitional Mentor (per 9-weeks)	112
NET Mentor (per 9-weeks)	112
LPDC Committee Member	1,429
Media Relations	335
Department Head	335
Camp Ohio Coordinator	443
Prom Coordinator	837
Graduation Coordinator	716

**APPENDIX 13
IEP/ALTERNATIVE ASSESSMENT PAY**

Teachers who are required to develop Individual Education Plans for students shall be compensated by means of a stipend of \$20 for each hour devoted to IEP's. Reimbursement for hours shall be reported on a form developed by the Board and shall be capped at \$100. Administrator approval is necessary.

Teachers who are required to complete Alternative Assessments shall:

1. Be paid \$100.00 per assessment or,
2. Be permitted to be out of class one day for each assessment. A substitute teacher shall be provided for each day out of class. The teacher and principal shall mutually agree as to the day(s) the teacher may be out of class.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made on this 10 day of October, 2012 by and between the RIVER VIEW BOARD OF EDUCATION, hereinafter "BOARD", and the RIVER VIEW EDUCATION ASSOCIATION (OEA/NEA), hereinafter "ASSOCIATION", in order to change the Evaluation Procedure which appears in Appendices 14 through 18 in the current Negotiated Agreement that expires on July 31, 2015.

WHEREAS, the River View Local School District is no longer using the Evaluation Procedure in Appendices 14 through 18 in the current Negotiated Agreement, and

WHEREAS, the BOARD and the ASSOCIATION are in agreement to no longer use said Evaluation Procedure, and

WHEREAS, the BOARD and the ASSOCIATION are in further agreement to replace said Evaluation Procedure with the one that has been used by the River View Local School District since August 2012:

NOW, THEREFORE, BE IT RESOLVED, that the BOARD and the ASSOCIATION mutually agree that:

1. The language in the current Negotiated Agreement in Article VI, Section B.2. shall be replaced with the following language:

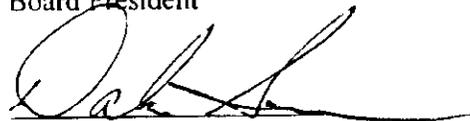
The term "evaluation procedures" as used in ORC 3319.111 shall mean the evaluation procedures as defined by Ohio Teacher Evaluation System (OTES) model.

2. Nothing in this Memorandum of Understanding shall be construed by the parties as an addition, modification or deletion to the language in any of the provisions of the current Agreement between the BOARD and the ASSOCIATION except as otherwise stated in point number 1 of this Memorandum.

3. Nothing in this Memorandum of Understanding shall be construed by the parties as setting any precedents, now or in the future, with respect to the interpretation of any provisions of the current Agreement between the BOARD and the ASSOCIATION.

FOR THE BOARD


Board President


Superintendent

FOR THE ASSOCIATION


Association President


Association Officer

**APPENDIX 15
REQUEST FOR PERSONAL LEAVE**

Name of Staff Member: _____

Building/Assignment: _____

Date(s) of Requested Personal Leave: _____

I affirm that this leave is for use according to the Personal Leave Article XV in the RVEA Master Agreement and further that such leave is not used for routine personal activities, rest and recreation, vacation, or for seeking or engaging in other gainful employment.

Staff Member Signature: _____

Signature of Principal/Supervisor: _____

____ Approved _____ Disapproved

____ Approved Without Pay (special circumstances)

By: _____ Superintendent

Date: _____